

**REQUEST FOR PROPOSALS (RFP) 2024-06**

**TO-BE-ANNOUNCED PROGRAM ADMINISTRATOR  
FOR THE HOMEBUYER LOAN PROGRAM**

**for**

**FLORIDA HOUSING FINANCE CORPORATION**

**March 15, 2024**

## **SECTION ONE INTRODUCTION**

Florida Housing Finance Corporation (“Florida Housing”) is soliciting competitive, sealed responses from qualified firms to serve as the To-Be-Announced (“TBA”) Program Administrator (“Administrator”) for the Homebuyer Loan Program in accordance with the terms and conditions set forth in this Request for Proposals (RFP), and any other term and condition in any contract subsequently awarded. Respondents will be selected and determined through Florida Housing’s review of each response, considering the factors identified in this RFP. Florida Housing expects to select a Respondent that proposes to provide all of the services specified in this RFP. The TBA Program Administrator will provide a range of services which include, but will not be limited to: agreeing to purchase Mortgage Backed Securities (“MBS”) backed by single family mortgage loans at predetermined prices, managing and hedging Florida Housing’s mortgage loan pipeline, monitoring the mortgage loan pipeline and fallout, providing information to Florida Housing staff on the means to manage, hedge and monitor Florida Housing’s mortgage loan pipeline, and selling and arranging delivery of MBS to investors. The Administrator will bear the financial risks and costs associated with timely mortgage loan deliveries and pipeline fallout.

## **SECTION TWO DEFINITIONS**

For purposes of this document, the following terms will be defined as follows:

“Administrator”	The firm hired pursuant to this RFP to administer Florida Housing’s TBA Program.
“Board”	The Board of Directors of Florida Housing Finance Corporation.
“Committee”	The review committee composed only of employees of Florida Housing that is established pursuant to Rule 67-49.007, Fla. Admin. Code.
“Contractor”	A person or entity providing the professional services described in Section Four of this RFP.
“Days”	Calendar days, unless otherwise specified.
“DPA”	Down payment and closing cost assistance.
“Effective Date”	The date the last party signs the contract that is awarded as a result of this RFP.
“Fannie Mae”	The Federal National Mortgage Association or any successor thereto.

“FHA”	The Federal Housing Administration.
“Florida Housing”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
“Freddie Mac”	The Federal Home Loan Mortgage Corporation or any successor thereto.
“Ginnie Mae”	The Government National Mortgage Association.
“HFA”	Housing Finance Agency
“Homebuyer Loan Program” or “HLP”	Florida Housing’s Single Family Loan Program which offers qualified homebuyers fixed-rate 30-year first mortgage financing options along with down payment and closing cost assistance products through a network of approved and trained lending partners.
HLP Compliance Administrator	eHousingPlus, or any successor thereto.
“Master Servicer”	Lakeview Loan Servicing, LLC, or any successor thereto.
“MBS”	Mortgage-Backed Securities
“RD”	The United States Department of Agriculture Rural Development loan program.
“Respondent”	Any person or entity who has the capability in all respects to perform fully the requirements contained in this RFP and submits a response to this RFP.
“Response”	The written submission by a Respondent to this RFP.
“RFP”	This RFP, including all exhibits referenced in this document and all other documents incorporated by reference.
“SRP”	Service Release Premium.
“TBA Program”	To-Be-Announced Program.
“VA”	The U.S. Department of Veterans Affairs loan program.
“Website”	The Florida Housing Finance Corporation website, the URL of which is <a href="http://www.floridahousing.org">www.floridahousing.org</a> .

### **SECTION THREE PROCEDURES AND PROVISIONS**

A. Respondents will submit their Response to:

<https://www.floridahousing.org/legal/procurements/RFP-2024-06-Document-Upload>

Florida Housing must receive the entire Response on or before 2:00 p.m., Eastern Time, on April 17, 2024, as Responses will be opened at that time. Any Responses received after the deadline will be considered non-responsive. One complete copy of the response in PDF format is preferred, unless specified otherwise in Section Six below, and the file name ought to contain a reference to both the solicitation number (RFQ 2024-06) and the name of the Respondent. Please note that the site will ask for the Respondent's contact information and the solicitation number prior to being able to upload the Response. Florida Housing will not accept a mailed or faxed Response.

B. This RFP does not commit Florida Housing to award a contract to any Respondent or to pay any costs incurred in the preparation or mailing of a Response.

C. All services under the contract awarded are to be performed solely by the Contractor, unless subcontracted or assigned with the prior written approval and consent of Florida Housing.

D. Florida Housing reserves the right to:

1. Waive minor deficiencies and informalities;
2. Accept or reject any or all Responses received as a result of this RFP;
3. Obtain information concerning any or all Respondents from any source;
4. Request an oral interview before the Board from any or all Respondents;
5. Select for contract negotiation or for award a Response other than (or in addition to) that with the highest score in order to serve the best interests of Florida Housing and the public; and
6. Negotiate with the successful Respondent with respect to any additional terms or conditions of the contract.

E. Any interested party may submit any question regarding this RFP in writing via e-mail to the Contract Administrator at [Contract.Admin@floridahousing.org](mailto:Contract.Admin@floridahousing.org). All questions must be submitted no later than 2:00 p.m., Eastern Time, on March 27, 2024. Phone calls will not be accepted. Florida Housing expects to respond to all questions in writing by 5:00 p.m., Eastern Time, on April 2, 2024. Florida Housing will post a copy of all questions received and the corresponding answers on Florida Housing's website at:

<http://www.floridahousing.org/legal/procurements/request-for-proposals>.

Only written responses or statements from the Contract Administrator that are posted on our website will bind Florida Housing. No other means of communication, whether oral or written, may be construed as an official response or statement from Florida Housing.

F. Between the release of the solicitation and the end of the 72-hour period following the posting of the notice of intended award, respondents to this solicitation or persons acting on their behalf may not contact any member of Florida Housing's Board of Directors or any Florida Housing employee concerning any aspect of this solicitation, except in writing to the Contract Administrator. Violation of this provision may be grounds for rejecting a response.

G. Any person who wishes to protest the specifications of this RFP must file a protest in compliance with Section 120.57(3), Fla. Stat., and Rule Chapter 28-110, Fla. Admin. Code. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., will constitute a waiver of proceedings under Chapter 120, Fla. Stat.

H. The term of the contract will be for three years, subject to satisfactory performance at the sole discretion of Florida Housing. If the parties mutually agree in writing, the contract may be renewed once for an additional three years.

I. Florida Housing is not required to use the services of any selected Contractor or to assign any work to such provider, and may terminate the contract with any selected Contractor without cause and without penalty.

J. Pursuant to Rule 67-49.004, Fla. Admin. Code, Florida Housing may modify the terms of the RFP at any point prior to the due date for Responses. A notice of such modification will be posted on Florida Housing's Website. Any Respondent will have at least seven days from the date of the posting of the notice of the modification to submit or modify its Response.

K. The terms of this RFP, and any modifications thereto, will be incorporated into any contract offered as a result of this RFP. Failure of a successful Respondent to accept these obligations in the final contract may result in cancellation of the award.

L. By submitting a Response to this RFP, the Respondent agrees that any resulting contracts or agreements (and any attachments, exhibits, and amendments) may be executed and delivered by electronic signatures. As used herein, the term "electronic signatures" shall have the meaning in Section 668.50, Fla. Stat.

## **SECTION FOUR SCOPE OF SERVICES**

### **A. TBA Program Description**

Florida Housing seeks to engage an Administrator to administer a TBA Program for mortgage loans eligible for Ginnie Mae, Fannie Mae, and Freddie Mac securitization, and sold at a to-be-

announced price in the secondary market. Florida Housing reserves the right to, at a future date, use alternate approaches to fund the TBA Program, including issuing debt, if it is in Florida Housing's best interest. At its sole discretion, Florida Housing may elect not to hedge loans using the Administrator.

## **B. Anticipated TBA Program Offerings**

1. Ginnie Mae Program. – Florida Housing is permitted to provide DPA to homebuyers using FHA, VA and USDA-RD mortgage loans. These mortgage loans will be underwritten and serviced in conformance with all applicable guidelines and will be pooled and certificated as Ginnie Mae securities.

2. Conventional Program. – Florida Housing is permitted to provide DPA to homebuyers using both Fannie Mae and Freddie Mac mortgage loans. These mortgage loans will be underwritten and serviced in conformance with all applicable guidelines and will be pooled and certificated as UMBS securities. Florida Housing has used the TBA Program for the substantial majority of its conventional loans over the past five years.

## **C. Origination and Servicing**

Mortgage loans will be originated by Florida Housing's participating lenders and sold to Florida Housing's Master Servicer, in accordance with the Master Servicer's mortgage loan delivery requirements at rates established by Florida Housing based upon the rates and prices provided by the Administrator. The Master Servicer will pool and securitize the mortgage loans into the appropriate MBS that are sold at Florida Housing's direction in conjunction with the Administrator. The Master Servicer will service the mortgage loans.

## **D. Program Administration**

Under the TBA Program, mortgage loan purchase and servicing functions will be in accordance with a mortgage purchase and servicing agreement between Florida Housing and the Master Servicer.

## **E. Program Compliance**

Florida Housing's HLP Compliance Administrator maintains the online program reservation system and website, posts program guidelines, program forms and training materials, provides training on compliance issues and system, answers Program compliance questions, receives compliance files, and accomplishes other services pursuant to an agreement with Florida Housing.

## **F. Scope of Work**

The Administrator will be required to assist Florida Housing in establishing the necessary procedures and guidelines to efficiently and effectively operate the TBA Program. Florida Housing will require, at a minimum, the following services:

1. Consult on all aspects of program development and continuous program evaluation to create impactful and heavily utilized homeownership programs funded under the TBA Program.
2. Publish mortgage rate sheets as often as necessary based on a pricing structure previously agreed to by Florida Housing, so that the Administrator will take all interest rate and financial risk inherent in the making of reservations and the future delivery of MBS. Florida Housing prefers limiting the publishing of rate sheets to once per day.
3. Purchase at prices set in mortgage rate sheets all respective mortgage loans reserved pursuant to the Administrator's rate sheet and delivered by lenders and pooled into MBS securities for timely delivery by the Master Servicer, subject only to offset in the amounts of lender extension fees, when appropriate.
4. Bear the cost, expense and risk that mortgage loans reserved pursuant to the Administrator's rate sheet are not delivered for any reason without cost, expense or risk to Florida Housing, provided that the Florida Housing will agree that any mortgage loan reserved pursuant to the Administrator's rate sheet timely delivered to it as a part of an MBS will be delivered to the Administrator.
5. Monitor reservations, manage hedges, and recommend the process and timing for the pooling, sale and deliveries of MBS.
6. Commit and adjust hedges and manage extensions, as necessary.
7. Coordinate with Florida Housing and Master Servicer to maintain compliance with loan delivery guidelines and expected level of service.
8. Identify pipeline management issues and notify Florida Housing as to recommended programmatic changes to maximize utilization and impact for program and product in alignment with Florida Housing priorities.
9. Submit reports to Florida Housing detailing pool purchase commitment and deliveries and any additional information that may be required in a format and timeframe prescribed by Florida Housing. These reports should include information regarding the current status of the pipeline, the amount of mortgage loans expected for delivery as MBS on or before each settlement or delivery date for forward commitment MBS, any pair-off receipts and expenditures in connection with forward commitment MBS subject to pair-off, current and historic pull-through rate for reserved mortgage loans, an accounting of current and historic receipts from sale of MBS, prices paid for the MBS, fees received by the Administrator and all other profits, losses and receipts retained by the Administrator in compliance with the terms of the agreement and performance will be assessed from submitted reports.
10. Maintain transaction records, and prepare and present detailed monthly status reports to Florida Housing regarding TBA Program performance including:

- a. The number and dollar amount of MBS pooled and purchased to date: and
- b. Additional information or analysis deemed necessary by Florida Housing.

All information shall be submitted in a form and timeframe designated by Florida Housing.

11. Prior to securitization, allow Florida Housing to buy back loans previously hedged by the Administrator.
12. Perform all other duties as set forth in the TBA Program agreement.
13. From time-to-time, upon request, provide support material evidencing the pay-ups quoted in rate sheets including, but not limited to, bids received and/or trade confirmation.

## **SECTION FIVE CERTIFICATION**

Do not reproduce the language of Section Five in the Response. By inclusion and execution of the statement provided in Section Six of this RFP, each Respondent certifies that:

A. The Respondent submits this Response without prior understanding, agreement, or connection with any person or entity submitting a separate Response for the same services. However, any agreement with a person or entity with whom the Response is jointly filed and such joint filing is made clear on the face of the Response will be an exception so long as the Response is in all respects fair and without collusion or fraud.

B. Any material submitted in response to this RFP is a public record pursuant to Chapter 119, Fla. Stat., and subject to examination upon request, but only after Florida Housing provides a notice of decision pursuant to Section 120.57(3), Fla. Stat., or within 30 days after the Response is opened, whichever is earlier.

C. The Respondent, if awarded a contract under this RFP, will comply with Section 420.512(5), Fla. Stat. For the purpose of Section 420.512(5), Fla. Stat., “Prohibited Business Solicitation Communications” is defined by Section 420.503(34), Fla. Stat.

D. The Respondent further affirms it is in compliance with Section 420.512(5)(c), Fla. Stat.

E. The Respondent is in compliance with Section 287.133(2)(a), Fla. Stat.

F. The Respondent is in compliance with Section 448.095, Fla. Stat.

G. The Respondent understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.



H. The Respondent attests, under penalty of perjury, that it does not meet any of the criteria in Section 287.138(2)(a) – (c), Fla. Stat.

I. Pursuant to Section 119.0701(2)(b), Fla. Stat., the Respondent, if awarded a contract under this RFQ, will be required to comply with public records laws, specifically to:

1. Keep and maintain public records required by Florida Housing to perform the service.

2. Upon request from Florida Housing’s custodian of public records, provide Florida Housing with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to Florida Housing.

4. Upon completion of the contract, transfer, at no cost, to Florida Housing all public records in possession of the contractor or keep and maintain public records required by Florida Housing to perform the service. If the contractor transfers all public records to Florida Housing upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Florida Housing, upon request from Florida Housing’s custodian of public records, in a format that is compatible with Florida Housing’s information technology systems.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor’s duty to provide public records relating to this contract, contact the Corporation Clerk at:**

**Corporation Clerk  
227 N. Bronough Street, Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: 850.488.4197  
E-mail: [Corporation.Clerk@floridahousing.org](mailto:Corporation.Clerk@floridahousing.org)**

Notwithstanding anything contained herein to the contrary, the provisions and requirements of this paragraph will only apply if and when the Contractor is acting on behalf of Florida Housing.

J. The Respondent acknowledges that if awarded a contract it will be prohibited from engaging in activities in connection with services related to Florida Housing transactions that

produce direct or indirect financial gain for the Respondent other than for the compensation agreed upon in the contract that results from this RFP, unless that Respondent has Florida Housing's written consent after Florida Housing has been fully informed of such activities in writing.

K. The Respondent acknowledges that if awarded a contract it will be prohibited from engaging in any actual, apparent, or potential conflict of interest. Should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of the contract and prior to the conclusion of the contract, the Respondent will provide written notification (Notice of Conflict of Interest) to Florida Housing's Contract Administrator within 10 working days for review by Florida Housing's Executive Director in consultation with the Ethics Officer. If the Respondent is found to be in non-compliance with this provision, any compensation received in connection with this contract will be subject to forfeiture to Florida Housing.

L. The Respondent, in submitting this Response, acknowledges and agrees that the terms and conditions of this RFP, as well as any modifications thereto, will be incorporated into any contract offered as a result of this RFP.

M. CERTIFICATION STATEMENT:

**FAILURE TO INCLUDE THE CERTIFICATION STATEMENT LOCATED IN SECTION SIX OF THIS RFP BEARING AN ORIGINAL SIGNATURE WILL RESULT IN REJECTION OF THE RESPONSE.**

## **SECTION SIX INFORMATION TO BE PROVIDED IN RESPONSE**

In providing the following information, restate each item and sub-item (with its letter and number), and limit your Response to one PDF to be uploaded. Responses to the items must be included immediately after the restated items without any reference to any appendix or exhibits unless such items are explicitly requested within this section. Any information provided in an appendix or exhibit that has not been explicitly requested separately in that format will not be reviewed or scored.

A. COVER LETTER

Each proposal must be accompanied by a cover letter that contains a general statement of the purpose of submission and includes the following information.

1. State full name and address of your firm and identify the parent company if you are a subsidiary. Specify the office that will perform, or assist in performing, the work. Indicate whether you operate as a partnership, corporation, or sole proprietorship. Indicate where your company is headquartered and where it is incorporated as applicable.

2. The name, job title, address, office and cellular telephone numbers, and e-mail address of a primary contact person, who will be responsible for day-to-day contact with Florida Housing, and any backup personnel who would be accessible if the primary contact

cannot be reached.

## B. GENERAL INFORMATION

1. Qualifications and Experience. Provide evidence of qualifications and experience in MBS programs, FHA, VA, RD, and conventional mortgages, and homebuyer programs operated by housing finance agencies. Include the HFAs the Respondent currently works with and the volume of mortgage loans purchased using your TBA Program with HFAs during each of the past three calendar years.

2. Experience with Master Servicer. Describe the Respondent's experience providing a market rate and hedging program with Florida Housing's Master Servicer. Are there any unique characteristics or considerations of the Master Servicer as it relates to the Administrator's market rate and hedging program that Florida Housing should consider?

3. Experience with HLP Compliance Administrator. Describe the Respondent's experience providing a market rate and hedging program with Florida Housing's HLP Compliance Administrator and their online system for managing reservations and processing mortgage loans. Are there any unique characteristics or considerations of the HLP Compliance Administrator as it relates to the Administrator's market rate and hedging program that Florida Housing should consider?

4. Capital Adequacy. Describe the assets, liabilities and net asset position of the Respondent's firm and the nature of any capital arrangements available to the firm. Because Florida Housing is relying on the Administrator to take all interest rate and financial risk inherent in the making of loan reservations respective to mortgage loans reserved pursuant to the Administrator's rate sheet and delivered by lenders and pooled into MBS securities for timely delivery by the Master Servicer, describe the source of financial assurance to Florida Housing that your firm can honor its obligations to Florida Housing. Specify the amount of the firm's capital position, the amount of hedges obligated for its loan pipeline for similar programs, the amount of capital pledged to counterparties for those hedges and the total amount of loans reserved or otherwise obligated within its loan pipeline, all as of December 31, 2023. Describe the amount of capital available at any one time to hedge the firm's entire loan pipeline for all its clients. Assuming market prices move down seven points on the hedges for the firm's entire loan pipeline at one time, what is the maximum size of the pipeline your firm can hedge with the available capital as described above? What is the largest pipeline your firm has managed to date?

5. Litigation, Investigations and Regulatory Proceedings. Provide a summary of all inquiries, investigations or civil litigation initiated, in progress or closed by any federal or Florida agency during the past three years regarding the conduct of the Respondent's firm, the firm's management or personnel, and that of any guarantor or affiliate, and management and personnel of any guarantor or affiliate. Describe with specificity those actions taken against the Respondent's firm, any guarantor, or any affiliate or any employees of the firm, any guarantor, or any affiliate resulting in fines, suspensions, censure, or similar resolution. Provide a summary of the firm's self-reporting in accordance with the SEC's Municipalities Continuing

Disclosure Cooperation (MCDC) initiative, including any related settlements. Provide a summary of any criminal inquiries, investigations, indictments or convictions against your firm or any employee of your firm (in connection with the employee's work responsibilities for the firm) initiated, in progress or closed during the past four years. Provide a summary of any civil litigation initiated, in progress or closed during the past three years involving the firm or any employee's work responsibilities for the firm. Failure to respond fully to this question or to refer to public filings rather than provide the information directly may result in disqualification. If necessary, responses to this question may be included in a separate appendix to the proposal.

6. Sample Reports. Provide copies or samples of all reports the Respondent's firm would provide to Florida Housing. Provide copies of a reconciliation report the firm would provide Florida Housing each month showing the amounts received by and paid by the Administrator and payments to Florida Housing.

7. Eligibility to do Business in Florida. Provide documentation to show that the Respondent is authorized to do business in the State of Florida, and provide the location(s), extent and capabilities of the firm's offices and employees in Florida.

8. Recent and Upcoming Changes. Discuss any substantive changes in the Respondent's organization or ownership within the last three years, and any changes anticipated in the next year in firm organization or ownership.

## C. WORK PLAN AND APPROACH

### 1. Pooling Process and Hedging

a. Outline and explain the process from loan reservation to the purchase of the loans and issuance of the MBS. Describe how you would propose to hedge Florida Housing's mortgage loan rates under the TBA Program. Describe any provisions for extensions. Please provide two detailed examples of mortgage rate sheet pricing (Conventional and FHA/VA/RD loans) your firm would provide as of 10:00 a.m. Eastern Time on April 3, 2024, for 30-year mortgage loans to be included in the TBA Program using the templates provided and assuming the following two DPA scenarios:

i. \$10,000 in DPA to homebuyers in the form of a 30-year, 0% interest, non-amortizing second mortgage loan that is due on sale, refinance or non-owner occupancy. (PRICING TEMPLATE 1)

ii. 3%, 4%, and 5% in DPA to homebuyers in the form of a 5-year forgivable second mortgage loan that is forgiven 20% each year. (PRICING TEMPLATE 2)

b. For conventional loans, note that there are separate rate sheets for both Fannie Mae and Freddie Mac loans at 80% AMI or below and for above 80% AMI. Please make the following assumptions:

- i. A 1.0% origination fee paid by the borrower and retained by the originating lender,
- ii. SRP fees paid by the Master Servicer as provided in the template,
- iii. For buyup/buydown, use the Fannie Mae and Freddie Mac grids provided. (PRICING TEMPLATE 3)
- iv. An additional 1.5% lender fee (2.5% total, including origination fee described above) to be paid from the SRP/MBS sale premium, and
- v. The proposed fee for your firm detailed in Section D, Fees, below, showing:
  - 1) The proposed price to be received by Florida Housing for such mortgage loans securitized and delivered pursuant to the mortgage rate chart, including a breakdown of the disbursement related to that price with respect to the assumptions above,
  - 2) The mortgage rate the homebuyer will receive,
  - 3) The timeframe within which any mortgage loans securitized and delivered pursuant to the mortgage rate chart must be delivered in order to obtain the pricing,
  - 4) All applicable delivery dates, purchase dates, underwriter certification dates, and any other timing provisions applicable to the mortgage loan reservation and delivery process applicable to the borrower, the lender, Florida Housing, or any other party,
  - 5) All specified pool pay-ups available to be retained by Florida Housing,
  - 6) Any proposed extension fees and the related extension periods, and
  - 7) All other information needed to determine such price and restrictions applicable to the reservations and mortgage loan delivery process.
- v. Provide a copy of the computer screen or other pricing source confirming the prices upon which the mortgage rate chart for April 3, 2024, is based. Indicate how you will determine, and Florida Housing will evaluate, pricing on future dates to assume the premium is as attractive to Florida Housing as possible, given market changes for the illustrative date.
- vi. Provide a copy of the computer screen or other pricing source confirming the prices upon which the mortgage rate chart for April 3, 2024, is based. Indicate how you will determine, and Florida Housing will evaluate, pricing on future dates to

assume the premium is as attractive to Florida Housing as possible, given market changes for the illustrative date.

vii. Provide a copy of bids received and/or trade confirmations evidencing the pay-ups quoted in the sample rate sheets/pricing templates submitted in response to this RFP.

viii. Indicate the date each month that the pricing for the daily mortgage rate chart shifts one month further into the future.

## 2. Risks and Responsibilities

Based on the Respondent's proposal, describe in detail all risks and responsibilities from the proposed transactions that will remain with Florida Housing under the Program. What risks does the Respondent propose to take? Describe any guarantees the Respondent's firm will be providing.

## 3. Technology

Provide a description of the Respondent's organizational and technological approach to performing responsibilities as Administrator. Identify the software used to manage and monitor the Respondent's total pipeline and the pipeline applicable to Florida Housing. How does the Respondent's firm interface with the HLP Compliance Administrator software utilized by Florida Housing to monitor loan reservations, loan closings, cancellations and other activities related to the mortgage loans?

Provide information regarding the Respondent's approach to data security, safeguards for protecting personally identifiable information (PII) and overall cyber security, including any cyber liability insurance coverage your organization has in place.

## 4. Subcontracting

If the Respondent plans to subcontract any of the services required to be provided as an Administrator, indicate which, if any, will be subcontracted and to whom.

## 5. Contingencies

Describe any contingencies in the Respondent's ability to fully perform all the services set forth for an Administrator in this RFP.

## D. FEES

1. Itemized Costs. Provide a proposed itemized cost schedule for the services described in this RFP. Fees proposed must include all charges relating to the services required under the contract and all out-of-pocket expenses, such as telephone, postage and shipping, printing and/or copy costs, and travel, if any. No costs will be reimbursed under the contract.

2. Administrator Service Fees. Provide a fee proposal for the Respondent’s TBA Program Administrator services which would be netted out of the TBA prices and reflected on the daily rate sheet. Under the fee proposal, will the Administrator receive, potentially receive, or have the opportunity to receive, or otherwise obtain any other revenues, profits, or assets through its services to Florida Housing? Describe in detail. To the extent the Administrator may realize additional revenues from early delivery of mortgage loans or securitization into custom pools or other structures with above-market value, what portion, if any, of those additional revenues will the firm share with Florida Housing?

3. Other Fees.

State, describe, and estimate any other fees, reimbursable expenses and any up-front charges the Respondent will require to act as Administrator.

4. Other Compensation and Potential Conflicts of Interest.

Indicate any other forms or amount of compensation or profit the Respondent will or may receive from any other party in conjunction with the services hereunder and the sale of the MBS, including from the investor, Master Servicer, Florida Housing, or any other party. Indicate any potential actual or perceived conflicts of interest that may occur as a result of the Respondent serving as Administrator.

*FINAL FEE SCHEDULE WILL BE SUBJECT TO NEGOTIATION.*

E. DRUG-FREE WORKPLACE

If the Respondent has implemented a drug-free workplace program, the Respondent must submit the following certification indicating that it meets all of the requirements of Section 287.087, Fla. Stat.:

I hereby certify on behalf of the Respondent, under the terms of RFP 2024-06, that the Respondent has implemented a drug-free workplace program pursuant to Section 287.087, Fla. Stat.

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

F. MINORITY BUSINESS ENTERPRISE

If the Respondent is a minority business enterprise as defined in Section 288.703, Fla. Stat., the Respondent must submit the following certification:

I hereby certify on behalf of the Respondent, under the terms of RFP 2024-06, that the Respondent is a “minority business enterprise” as defined in Section 288.703(3), Fla. Stat.

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**G. CERTIFICATION (Mandatory Item)**

**THE FOLLOWING WILL BE REPEATED IN THE RESPONDENT’S RESPONSE AND SIGNED BY AN INDIVIDUAL AUTHORIZED TO BIND THE RESPONDENT. THIS IS A MANDATORY ITEM. FAILURE TO INCLUDE THE CERTIFICATION STATEMENT BEARING AN ORIGINAL SIGNATURE, EXACTLY AS STATED AND WITHOUT ANY ADDITIONS, DELETIONS OR CAVEAT LANGUAGE, WILL RESULT IN REJECTION OF THE RESPONSE.**

“I agree to abide by all conditions of RFP 2024-06 and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response as the Respondent and that I am in compliance with all requirements of the RFP, including but not limited to, the certification requirements stated in Section Five of this RFP.”

\_\_\_\_\_  
Authorized Signature (Original)

\_\_\_\_\_  
Print Name and Title

**SECTION SEVEN  
EVALUATION PROCESS**

The individual Committee members will independently evaluate the Responses by reviewing the answers to each of the items identified in Section Six of this RFP and assigning points up to the maximum points allowed for each item. The points available for items in Section Six are to be evaluated are as follows:

<u>Item Reference</u>	<u>Maximum Points</u>
B. General Information, Items (1) – (3) Experience .....	25
B. General Information, Items (4) – (8) Resources and Reporting.....	15
C. Work Plan and Approach, Item (1) Sample Mortgage Rate Sheet .....	30
C. Work Plan and Approach, Items (2) – (5) .....	20
D. Fees .....	10
<b>Total Points Available.....</b>	<b>100</b>



In the event of a tie, Florida Housing will give preference in the award process to the Response certifying a drug-free workplace has been implemented in accordance with Section 287.087, Fla. Stat. If a tie continues to exist, Florida Housing will give preference to minority business enterprises as defined in Section 288.703, Fla. Stat.

The Committee will conduct one or more public meetings during which members will discuss their evaluations and develop a recommendation or series of recommendations to the Board. The Committee's recommendation will be based on the cumulative scoring and information gathered from the non-scored items. The Board may use the Responses, the Committee's scoring, the non-scored items in the Responses, any other information or recommendation provided by the Committee or staff, and any other information the Board deems relevant in its selection of Respondents to whom to award a contract. <sup>1</sup>

## **SECTION EIGHT AWARD PROCESS**

Florida Housing will provide notice of its decision, or intended decision, for this RFP on Florida Housing's Website the next business day after the applicable Board vote. After posting, an unsuccessful applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat. or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under Chapter 120, Fla. Stat.

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<sup>1</sup> Pursuant to s. 287.05701 Fla. Stat., Florida Housing may not request documentation of or consider a vendor's social, political, or ideological interest when determining if the vendor is a responsible vendor. Additionally, Florida Housing may not give preference to a vendor based on the vendor's social, political, or ideological interests.