

REQUEST FOR QUALIFICATIONS (RFQ) 2013-06

ENVIRONMENTAL ENGINEERING/CONSULTING SERVICES

for

FLORIDA HOUSING FINANCE CORPORATION

Issue Date: April 2, 2013
Deadline for Submissions: May 13, 2013

**SECTION ONE
INTRODUCTION**

- A. Florida Housing Finance Corporation (Florida Housing) is soliciting competitive, sealed responses from qualified firms to provide environmental consultant and professional services in accordance with the terms and conditions set forth in this Request for Qualifications (RFQ), and any other term and condition in any contract subsequently awarded.

- B. Offerors shall be selected and determined through Florida Housing’s review of each response, considering the factors identified in this RFQ and any other factors that it considers relevant to serving the best interests of Florida Housing and its mission. Florida Housing expects to select multiple offerors that propose to provide all of the environmental services specified in this RFQ.

**SECTION TWO
DEFINITIONS**

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

“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 Fla. Admin. Code R. 67-49.007.
“Contract”	The document containing the terms and conditions of this Request for Qualifications and any other term and condition that the parties require.
“Contractor”	A person or entity providing the professional services described in Section Four of this RFQ.
“Days”	Calendar days, unless otherwise specified.
“Development”	A property that has been awarded a loan or financing from Florida Housing Finance Corporation through the HOME Investment Partnership Program or the HUD Risk Sharing Program.
“Effective Date”	The date the last party signs the Contract(s) that is (are) awarded as a result of this Request for Qualifications.

“Florida Housing”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
“Format II Review Report”	Also known as an Environmental Assessment or Environmental Review Record. This Record provides the environmental status of a site or sites to determine project acceptability and necessary measures to insure that activities assisted by HUD achieve the goal of a suitable living environment. A Record is a concise public document which provides sufficient evidence and analysis to determine if further action is required.
“Guarantee Program”	The Florida Affordable Housing Guarantee program that Florida Housing administers pursuant to Sections 420.507 and 420.5092, Fla. Stat., and Fla. Admin. Code Rule Chapter 67-39.
“HOME “	The HOME Investment Partnerships Program that Florida Housing administers pursuant to United States Department of Housing and Urban Development Regulations, 24 CFR Part 92, and the Homeownership Loan Program and the HOME Rental Program that Florida Housing administers pursuant to Sections 420.507 and 420.5089, Fla. Stat., and Fla. Admin. Code Rule Chapters 67-50 and 67-48.
“HUD”	The United States Department of Housing and Urban Development.
"HUD Risk Sharing Program"	The program authorized by Section 542(c) of the Housing and Community Development Act of 1992, (12 U.S.C. 1707) which is adopted and incorporated herein by reference.
“Interested Party”	A person or entity that obtains a copy of the Request for Qualifications from Florida Housing.
“MMRB”	The Multifamily Mortgage Revenue Bonds Program that Florida Housing administers pursuant to Sections 420.507 and 420.509, Fla. Stat., and Fla. Admin. Code Rule Chapter 67-21.

“NEPA”	The National Environmental Policy Act of 1969, as amended, to establish a national policy for the environment to provide for the establishment of a Council on Environmental Quality, and for other purposes.
“Offeror”	Any person or entity who has the capability in all respects to perform fully the requirements contained in this Request for Qualifications, and submits a response to this Request for Qualifications.
“RROF”	Request for Release of Funds: Refers to Florida Housing’s request for HUD to release funds for the purpose intended. Executed through HUD Form 7015.15 (Request for Release of Funds and Certification).
“Response”	The written submission by an Offeror to this Request for Qualifications.
“RFQ”	This Request for Qualifications, including all exhibits referenced in this document and all other documents incorporated by reference.
“Staff”	Any employee of Florida Housing, including the Executive Director.
“Threshold Item”	A mandatory requirement of the RFQ. Failure to meet any requirement in the RFQ designated as a “Threshold Item” shall result in rejection (no further action) of a Response.
“Website”	The Florida Housing Finance Corporation website, the Universal Resource Locator (URL) of which is www.floridahousing.org .

**SECTION THREE
PROCEDURES AND PROVISIONS**

A. An Offeror must submit an original and four (4) copies of the Response in a sealed envelope marked "RFQ 2013-06." An electronic copy of the response must be submitted on a CD or a flash drive. Each envelope or package containing Responses must clearly state the name of the Offeror. The Response that is the original must be clearly indicated on that Response. Florida Housing shall not accept a faxed or e-mailed Response. Florida Housing must receive any Responses on or before 2:00 p.m., Eastern Time, on Monday, May 13, 2013. Responses shall be opened at that time. Responses must be addressed to:

Sherry Green
Contracts Administrator
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301-1329
(850) 488-4197; Fax (850) 414-6548
Email: sherry.green@floridahousing.org

B. This RFQ does not commit Florida Housing to award a Contract to any Offeror 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, and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing.

D. Florida Housing reserves the right to the following:

1. Waive minor deficiencies and informalities;
2. Accept or reject any or all Responses received as a result of this RFQ;
3. Obtain information concerning any or all Offerors from any source;
4. Request an oral interview before the Board from any or all Offerors;
5. Select for Contract negotiation or for award a Response other than that with the highest score if, in the judgment of Florida Housing, its and the public's best interest shall be served; and
6. Negotiate with the successful Offeror with respect to any additional terms or conditions of the Contract.

E. Any Interested Party may submit any question regarding this RFQ in writing via mail, fax, or e-mail to Sherry Green at the address given in Section Three, paragraph A. All questions are due by 5:00 p.m., Eastern Time, on April 15, 2013. Phone calls shall not be accepted. Florida Housing expects to respond to all questions by 5:00 p.m., Eastern Time, on Thursday, April 18, 2013. Florida Housing shall post a copy of all questions received and their answers on Florida Housing's website at: <http://www.floridahousing.org/Home/BusinessLegal/Solicitations/RequestForQualifications.htm> Florida Housing shall also send a copy of those questions and answers in writing to any Interested Party that requests a copy. Florida Housing shall determine the method of sending its answers, which may include regular U.S. mail, overnight delivery, fax, e-mail or any combination of the above. Only written responses or statements from Sherry Green, or her designee, which are posted on the Website shall bind Florida Housing. No other means of communication, whether oral or written, shall be construed as an official response or statement from Florida Housing.

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

G. The term of the Contract shall 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 twice. Each renewal shall be for an additional one (1) year period.

H. Florida Housing anticipates making Contractor assignments on a rotating basis, with each Contractor firm or team receiving a roughly comparable volume of work. Florida Housing's award of a Contract to an Offeror does not obligate Florida Housing to assign a *pro rata* portion of work, or any work, to the Offeror for any service contemplated by the Contract.

I. Florida Housing is not required to utilize the services of any selected Contractor and may terminate any selected Contractor without cause and without penalty.

J. Pursuant to Fla. Admin. Code R. 67-49.004, Florida Housing may modify the terms of the RFQ at any point prior to two (2) weeks of the due date for Responses. A notice of such modification shall be posted on Florida Housing's Website and shall be provided to potential Offerors who requested copies of the RFQ. The deadline for receipt of Responses may be extended as deemed necessary by Florida Housing.

K. From time to time and in accordance with its procurement rules, Florida Housing contracts with vendors ("Florida Housing Contract Vendor") to provide certain services. Prior to ordering any services in connection with this RFQ, whether on behalf of the Offeror, Florida Housing, or any third party, the successful Offeror shall first consult with Florida Housing's Contract Administrator and if such services are available

through a Florida Housing Contract Vendor, the successful Offeror shall utilize the Florida Housing Contract Vendor to provide such services. Any costs or expense incurred for services provided by a vendor other than a Florida Housing Contract Vendor (when such services are available through a Florida Housing Contract Vendor), shall not be eligible for payment hereunder; rather, all such costs or expense shall be the sole responsibility of the successful Offeror.

L. The terms of this RFQ, and any modifications thereto, shall be incorporated into any Contract offered as a result of this RFQ. Failure of a successful Offeror to accept these obligations in the final Contract may result in cancellation of the award at Florida Housing's sole discretion.

SECTION FOUR SCOPE OF SERVICES

The services that the Contractor shall perform include environmental assessment reviews (Format II Reviews) of Developments and applicable activities and assist Florida Housing's MMRB, HOME, and Guarantee Program staff in the identification and evaluation of the likely impacts of the Developments on the environment. The Contractor shall also ensure that the requirements of HUD, NEPA, Florida Statutes, and Florida Administrative Code are met by all reviews by performing, but not limited to, the following functions:

A. Completing a thorough Format II Review Report as required by HUD pursuant to 24 CFR Parts 50 and 58 on Developments seeking funding with MMRB with credit enhancement provided by the Guarantee Program, in conjunction with the HUD Risk-Sharing Program, and the HOME Program. Developments will be assigned to the Contractor by Florida Housing.

B. Review and evaluate new or existing Developments for:

1. Compliance with applicable environmental regulations as stated in 24 CFR Part 58 as required by HUD Format II Environmental Review Record;
2. Conformance with federal, state and local land development regulations.
3. Site performance issues related to proximity to potable water, wastewater and road, and compatibility with adjacent site uses;
4. Impact on the environment as documented in letters and responses received through the Florida State Clearinghouse; and

5. Impact on the environment as documented in an Executive Summary required for each Format II Environmental Review Record to include, but not limited to, comments on endangered species, noise analysis, and public safety, police and fire mitigation.

C. Review site and related features, and determine impact on the environment, including but not limited to:

1. Flood management;
2. Coastal barrier resources;
3. Historic preservation;
4. Noise abatement;
5. Hazardous industrial operations;
6. Airport hazards;
7. Protection of wetlands;
8. Toxic chemicals and radioactive materials;
9. Endangered species;
10. Sole source aquifers;
11. Farmlands protection;
12. Flood insurance;
13. Unique natural features and areas;
14. Site suitability, access and compatibility with surrounding developments;
15. Soil stability, erosion and drainage;
16. Nuisances and hazards;
17. Water supply, sanitary sewers and solid waste disposal;
18. Schools, parks, recreation and social services;
19. Emergency health care, fire and police services;
20. Commercial/retail and transportation; and
21. Mitigation measures required.

D. Prepare all notices or advertisements required for compliance with HUD/NEPA regulations, and submit to appropriate publication(s).

E. Advise Florida Housing of any environmental impacts, special conditions, or development issues that become known to the Contractor during the Environmental Review process.

F. Prepare RROF documents for submission to HUD.

G. Provide support services to Florida Housing as necessary during the submittal, review, design and construction phase of the Development.

H. Implement, coordinate, and/or assist in completing the 8-Step Flood Plain Decision Making process.

SECTION FIVE CERTIFICATION

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

A. The Offeror 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 shall 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 RFQ is a public record pursuant to Chapter 119, Fla. Stat. Per Section 119.071(1)(b)2., the sealed Responses received by the Corporation are exempt from disclosure until such time as the Board provides notice of an intended decision or until 30 days after the opening of the sealed Responses, whichever is earlier.

C. The Offeror is in compliance with Section 420.512(5), Fla. Stat., which provides:

“Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term ‘service provider’ means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

(a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of \$100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a

period through the next general election for Governor.

(c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider's application to provide services to the corporation, whichever period is shorter.

(d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.

(e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of this section, it may request a declaratory statement in accordance with the applicable rule and Section 120.565, Fla. Stat.

(f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into Contracts with the service provider.”

D. For the purpose of Section 420.512(5), Fla. Stat., “Prohibited Business Solicitation Communications” is defined by Section 420.503(31), Fla. Stat., which provides:

“‘Prohibited business solicitation communication’ means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:

- (a) A verbal communication made on the record during a public meeting;
- (b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;
- (c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.
- (d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.
- (e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business.”

E. The Offeror is in compliance with Section 287.133(2)(a), Fla. Stat., which provides in part:

A person or affiliate who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not:

- a. submit a bid on a contract to provide any goods or services to a public entity;
- b. submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- c. submit bids on leases of real property to a public entity;
- d. be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and;
- e. transact business with any public entity in excess of the threshold amount provided in Section 287.017, Fla. Stat., for CATEGORY TWO: \$35,000, for a period of 36 months from the date of being placed on the convicted vendor list.

F. The Offeror acknowledges that any Offeror selected shall be prohibited from engaging in activities in connection with services related to Florida Housing transactions that produce direct or indirect financial gain for the Offeror other than for the compensation agreed upon in the Contract that results from this RFQ, unless that Offeror has Florida Housing's written consent after Florida Housing has been fully informed of such activities in writing.

G. In addition to the conflict of interest rules imposed by the Florida Statutes, the Offeror(s) that is (are) selected may not engage 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 Offeror shall provide notification (Notice of Conflict of Interest) to Florida Housing, through first class certified mail, return receipt requested, within ten (10) working days, seeking consent from Florida Housing's Executive Director. If the Offeror is found to be in non-compliance with this provision, without written consent from Florida Housing's Executive Director, any compensation received in connection with the Contract shall be subject to forfeiture to Florida Housing.

H. The Offeror, in submitting this Response, acknowledges and agrees that the terms and conditions of this RFQ, as well as any modifications thereto, shall be incorporated into any Contract offered as a result of this RFQ. Such terms and conditions include, but are not limited to, the obligation of any successful Offeror to order any services to be provided in connection with this RFQ from a Florida Housing Contract Vendor as provided in Section Three, paragraph K hereof.

I. Certification Statement (**Threshold Item**)

THE FOLLOWING SHALL BE REPEATED IN THE OFFEROR'S RESPONSE AND SIGNED BY AN INDIVIDUAL AUTHORIZED TO BIND THE OFFEROR. FAILURE TO INCLUDE THE CERTIFICATION STATEMENT BEARING AN ORIGINAL SIGNATURE SHALL RESULT IN REJECTION OF THE RESPONSE.

“I agree to abide by all conditions of RFQ 2013-06 and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response as the Offeror and that I am in compliance with all requirements of the RFQ, including but not limited to, the certification requirements stated in Section Five of this RFQ.”

Authorized Signature (Original)

Print Name and Title

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

In providing the following information, restate each item and sub-item (with its letter and number), limit your proposal to one bound volume. Responses to the items must be included immediately after the restated items without any reference to any appendix.

A. GENERAL INFORMATION

1. Provide a brief history of the Offeror, including the year organized, ownership, affiliated companies and relationships, and the total number of employees.
2. Provide the name, job title, address, office and cellular telephone numbers, fax number, and e-mail address of a primary contact person with the Offeror's entity.
3. Provide a description and contact information of any backup personnel that would be accessible to Florida Housing if the Offeror's primary contact cannot be reached.

4. Provide evidence of certification from the Department of State that the Offeror is qualified to do business in the State of Florida.
5. Describe the Offeror's experience providing the services or engaging in activities as they relate to the work being requested in Section Four of this RFQ. Include with your response the Offeror's experience with the compilation, drafting and submission of Format II Review Reports as required by HUD to include a description of the following:
 - a. Type of report(s) submitted;
 - b. Length of time to complete a single report;
 - c. What is done when a Finding of Significant Impact is noted on a particular development;
 - d. Experience in contacting and compiling responses from the Florida State Clearinghouse;
 - e. Experience in completing the 8-Step Flood Plain Decision Making process;
 - f. Experience in contacting and compiling responses from state and local authorities, i.e., State Historical Preservation Board, local police, fire and ambulance services; and
 - g. Experience in contacting and compiling responses on endangered species analysis, noise analysis, proximity to airport and military bases, etc;
6. Describe the Offeror's ability to provide the services requested in Section Four of this RFQ immediately upon award of the Contract.
7. Provide information about staffing levels in the required areas as they relate to the services to be performed and other resources that shall be needed to complete the services requested in Section Four of this RFQ.
8. Identify the services and requirements referenced in this RFQ that the Offeror is unable to fully perform, if any, and state reasons for the same.
9. Provide proof of comprehensive general liability insurance, including contractual liability and worker's compensation as required by law.
10. State whether the Offeror has ever been debarred or suspended by HUD. If so, provide relevant dates, charges, determinations, settlements and lengths of any debarment or suspension.

11. Provide a statement of any other qualifications or services, which the Offeror considers to be significant, innovative or otherwise relevant to Florida Housing.

B. WORK PLAN FOR SCOPE OF SERVICES

Describe the Offeror's plan to provide the services requested in Section Four of this RFQ. Include a detailed implementation action plan and include a detailed time line consistent with the program production needs, reflecting tentative dates for each phase of review required.

C. PAST EXPERIENCE

Provide at a minimum five references for which the Offeror has provided services similar to those requested in Section Four of this RFQ. Include the company name, street address, contact name, and phone number for these references.

D. QUALIFICATIONS OF PERSONNEL

Provide an organizational chart and an overview of no more than five of the key individuals (team members) proposed to be assigned to Florida Housing's account. The overview shall include the following information for each individual:

- Name of individual, title and role on this engagement;
- Office street address, e-mail address, and office and cellular telephone numbers;
- Total years experience with this Offeror and other entities, and a list of various roles and/or duties;
- Specific qualifications and expertise; and
- A description of the individuals' educational and professional accomplishments.

E. SYSTEM SOFTWARE

Describe the Offeror's technology capabilities with regard to equipment and systems. Describe any emergency backup capabilities in the event of computer failure, natural disasters (e.g. hurricanes), etc.

F. FEES/COSTS

1. Provide an itemization of any and all fees to be charged in connection with the services described in Section Four of this RFQ.

2. Indicate all costs to be charged to Florida Housing.

FINAL FEE SCHEDULE SHALL BE SUBJECT TO NEGOTIATION.

G. DRUG-FREE WORKPLACE

If the Offeror has implemented a drug-free workplace program, pursuant to Section 287.087, Fla. Stat., the Offeror must submit a valid affidavit to demonstrate its status.

H. MINORITY BUSINESS ENTERPRISE

If the Offeror is a minority business enterprise as defined in Section 288.703, Fla. Stat., the Offeror must submit a valid affidavit to demonstrate its status.

I. Certification (**Threshold Item**):

FAILURE TO INCLUDE THE CERTIFICATION STATEMENT LOCATED IN SECTION FIVE OF THIS RFQ BEARING AN ORIGINAL SIGNATURE SHALL RESULT IN REJECTION OF THE RESPONSE.

**SECTION SEVEN
EVALUATION PROCESS**

Individual Committee members shall evaluate and rank the Responses independently. As indicated in this section, points shall be assigned to certain items presented in Section Six of this RFQ. The individual Committee members shall evaluate the Responses by reviewing the answers to each of the items and assigning points up to the maximum points allowed for each item. The Committee shall not use those items without points assigned in computing the numerical score, but shall use them as part of their evaluation and recommendation process, for informational purposes, or as a basis for possible disqualification. The Committee shall also use the various scored items as a part of its evaluation and recommendation process. Based on the criteria for selection, committee members shall rank each Response with the highest rank being "1". The Committee may conduct one or more public meetings during which members may discuss their evaluations, make any adjustments deemed necessary to their evaluations to best serve the interests of Florida Housing's mission, interview Offerors, observe presentations by Offerors, and develop a recommendation or series of recommendations to the Board. The Committee and/or Staff may make a recommendation, in addition to providing the ranking information and the information from the non-scored items to the Board for the Board to use in making the final selection. The Committee and/or Staff may also give the Board a written and/or verbal narrative describing the reasons for any

recommendation. In the event of a tie, Florida Housing shall give preference 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 shall give preference to minority business enterprises as defined in Section 288.703, Fla. Stat. Staff may recommend that the Board conduct oral interviews as part of the evaluation process to select the Offeror. The Board may use the Responses, the Committee’s ranking, the non-scored items in the Responses, any other applicable or relevant information or recommendation provided by the Committee or Staff, any oral presentations of Offerors and any other information the Board deems relevant in its selection of Offerors to whom to award a Contract.

<u>Item Reference</u>	<u>Maximum Points</u>
A. General Information	30
B. Work Plan for Scope of Services	25
C. Past Experience	20
D. Qualifications of Personnel	20
E. System Software	5
 Total Points Available	 100

**SECTION EIGHT
AWARD PROCESS**

Florida Housing shall provide notice of its decision, or intended decision, for this RFQ 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., et. al. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., et. al. or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.