

Request for Proposal  
RFP 2009-08

Section 8 Performance Based Contract  
Administration Contractor

December 18, 2009

## **SECTION ONE INTRODUCTION**

The United States Department of Housing and Urban Development (“HUD”) anticipates rebidding Section 8 Performance Based Contract Administration (“PBCA”). The Florida Housing Finance Corporation (“Florida Housing”) seeks a qualified organization to assist Florida Housing in applying to HUD to serve as the Section 8 Performance Based Contract Administrator for the State of Florida during the Application Phase. Upon the selection of Florida Housing as PBCA by HUD, the successful Offeror of this RFP will conduct PBCA-related duties under a contract with Florida Housing during the Administration Phase. The services provided must comply with all applicable program rules, regulations, and policies of Florida Housing and HUD. Florida Housing seeks to solicit Responses from qualified entities to provide these services in accordance with the terms and conditions set forth in this Request for Proposals (RFP) and any Contract arising from this RFP.

Because periodic changes are expected to the Annual Contributions Contract (“ACC”), Florida Housing requests that in preparing Responses to this RFP, Offerors refer to the most recent version of the ACC, available at [http://www.hud.gov/offices/hsg/mfh/rfp/ca\\_docs.cfm](http://www.hud.gov/offices/hsg/mfh/rfp/ca_docs.cfm). Florida Housing also requests Offerors describe any changes they anticipate HUD may make to the ACC and how those changes will impact pricing..

## **SECTION TWO DEFINITIONS**

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

**“Administration Phase”**

The time period from Florida Housing’s award of an Annual Contributions Contract from HUD to the expiration of that contract.

**“Annual Contributions Contract (ACC)”**

The contract between HUD and Florida Housing that outlines the terms under which HUD will pay Florida Housing to enter into Housing Assistance Payment (“HAP”) contracts with owners and to monitor designated units under the contract.

**“Application Phase”**

The time period from January 25, 2010 to March 31, 2010 or as amended by HUD. This is the time for completing and submitting the RFP to HUD.

**“Board”**

The Board of Directors of Florida Housing Finance Corporation.

**“Committee”**

The review committee composed of Florida Housing employees, established pursuant to Rule 67-49.007, Fla. Admin. Code (2003).

**“Contract”**

The document containing the terms and conditions of this Request for Proposals and any other term or condition to which Florida Housing and any successful Offeror may agree.

**“Days”**

Calendar days, unless otherwise specified.

**“Effective Date”**

The date of the last party’s signature of any Contract(s) awarded as a result of this Request for Proposals.

**“Fair Market Rent (FMR)”**

Rents established by HUD for existing housing according to number of bedrooms per 24 CFR Part 888. Fair market rent, including the cost of utilities (except telephone), is the amount required in the housing market to obtain privately owned, decent, safe and sanitary housing of modest nature with suitable amenities.

**“Florida Housing”**

Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.

**“Housing Assistance Payment (HAP) Contract”**

A contract between HUD, or Florida Housing, and an owner to pay housing assistance payments in return for an owner’s providing, decent, safe and sanitary housing, and for compliance with other HUD requirements.

**“HUD”**

The United States Department of Housing and Urban Development.

**“Interested Party”**

Any person or entity that obtains a copy of the Request for Proposals from Florida Housing.

**“Key Personnel”**

An employee or employees mentioned in 6.D. of the Offeror’s Response.

**“Management and Occupancy Reviews (MORs)”**

The annual review that comprehensively assesses the owner/management agent’s policies and procedures for directing and overseeing property operations, and their ability to perform daily property management activities.

**“Offeror”**

Any person or entity possessing the capability to fully perform the services requested by and meet all requirements of this Request for Proposals and submits a timely Response to this Request for Proposals.

**“PBCA” Performance Based Contract Administration.**

A PBCA’s responsibilities focus on the day-to-day monitoring and servicing of Section 8 HAP Contracts. PBCA’s are generally required to administer contracts on a statewide basis and have strict performance and reporting requirements as outlined in their ACC.

**“Response”**

The written submission by an Offeror to this Request for Proposals.

**“RFP”**

This Request for Proposals, 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 RFP.

**“Website”**

The Florida Housing Finance Corporation website at <http://www.floridahousing.org>.

**SECTION THREE  
PROCEDURES AND PROVISIONS**

A. An Offeror must submit an original and five (5) copies of the Response in a sealed envelope marked “RFP 2009-08.” In addition, an Offeror must submit an electronic copy of the Response on a compact disc at the time the hard copies are submitted. Each envelope or package containing Responses must clearly state the name of the Offeror. The Response that is the original must clearly indicate “Original” 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 Wednesday, January 6, 2010. Responses shall be opened at that time. Responses must

be addressed to:

Sherry Green  
Contract Administrator  
Florida Housing Finance Corporation  
227 North Bronough Street, Suite 5000  
Tallahassee, FL 32301-1329  
(850) 488-4197;  
Fax (850) 488-9809  
email: [sherry.green@floridahousing.org](mailto:sherry.green@floridahousing.org)  
or her designated successor

B. This RFP 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 Offeror, 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 Offerors from any source;
4. Select an eligible Offeror to provide the Section 8 PBCA services specified in this RFP, and use such services as Florida Housing shall deem appropriate;
5. Request an oral interview before the Review Committee and/or the Board from any or all Offerors;
6. Select for Contract negotiation or for award Responses 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
7. Negotiate with the successful Offerors 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 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 Monday, December 28, 2009. Phone calls shall not be accepted. Florida Housing expects to respond to all questions in writing by 5:00 p.m., Eastern Time, on Wednesday, December 30, 2009.

Florida Housing shall post a copy of all questions received and their answers on Florida Housing's Website at

[http://apps.floridahousing.org/StandAlone/FHFC\\_ECM/AppPage\\_LegalRFPs.aspx](http://apps.floridahousing.org/StandAlone/FHFC_ECM/AppPage_LegalRFPs.aspx).

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 send its answers, by regular U.S. mail, overnight delivery, fax, e-mail or any combination of the above. Only written responses or statements from Contract Administrator Sherry Green that are posted on our 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. Pursuant to Fla. Admin. Code R. 67-49.004 (2003), Florida Housing may modify the terms of the RFP at any point prior to 14 days before 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 RFP. The deadline for receipt of Responses may be extended as deemed necessary by Florida Housing.

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 (2007). 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.

H. The term of the Contract shall be for five 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-year period.

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

#### J. INSURANCE REQUIREMENTS

##### a) GENERAL INSURANCE LIABILITY

The Contractor shall maintain General Liability insurance on a policy form no less broad than ISO form CG 00 01 but does not have to be on the ISO form, and shall include coverages for premises and operations, personal and advertising injury, and products and completed operations, independent contractors and contractual liability. Coverage shall be written on an "occurrence" form.

Florida Housing shall be listed as an "Additional Insured" with respect to all liability coverages. Endorsement(s) shall state that Florida Housing is an additional insured for both ongoing operations and completed operations. This requirement can be satisfied with endorsements ISO CG 20 26 and CG 20 37, or equivalents, identifying Florida Housing as additional insured. If evidence of insurance is temporarily in the form of an insurance binder, the binder shall specifically reference Florida Housing and these endorsements. If Florida Housing is named as additional insured with forms or

endorsements other than the standard ISO forms listed, copies of the non standard endorsements must be attached to the binder for Florida Housing’s review and acceptance.

The following minimum limits of liability shall be carried:

I. General Aggregate:	\$2,000,000
II. Products and Completed Operations Aggregate:	\$1,000,000
III. Personal and Advertising Injury:	\$1,000,000
IV. Each Occurrence:	\$1,000,000
V. Fire Damage (any one fire):	\$ 50,000
VI. Medical Expense (any one person):	\$ 5,000

If the policy covers more than one location, the policy aggregate shall apply on a “per location” basis.

**b) AUTOMOBILE LIABILITY**

Contractor shall maintain Automobile Liability insurance in conformance with applicable Florida law on all owned, leased or rented vehicles. Coverages shall be written for comprehensive insurance, including liability and personal injury protection covering “any vehicle”, including owned, non-owned or hired vehicles. If the Contractor does not have any owned vehicles, then such Contractor shall provide Florida Housing with written evidence of non-owned or hired car coverage.

**c) WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY**

Unless a Contractor provides written evidence satisfactory to Florida Housing that the Contractor has no employees, each Contractor shall maintain a Workers’ Compensation insurance policy in conformance with applicable Florida law.

Required Limits:

Workers’ Compensation: Statutory

Employers’ Liability:

Bodily by Accident	\$1,000,000
Bodily by Disease	\$1,000,000
Bodily Injury by Each Employee	\$1,000,000

**d) CRIME INSURANCE**

The Contractor shall maintain a blanket employee dishonesty bond. Said fidelity bond shall be written on a discovery form, shall be maintained continuously in force, and shall cover the Contractor and all of its directors, officers and employees. The required limit of liability for such bond shall be \$1,000,000.

Florida Housing requires all fidelity bonds to have a Loss Payable endorsement in favor of Florida Housing naming them as loss payee on all losses.

e) **UMBRELLA OR EXCESS LIABILITY**

Coverage shall be written excess of the General Liability, Automobile Liability, and Employers' Liability policies as described above. Coverage may be written on an excess or following form basis, but in any event, coverages shall be no less broad than underlying liability policies.

Policies shall be written on an occurrence basis.

The required limit of liability is \$3,000,000. Florida Housing reserves the right to require additional limits of liability coverage.

Florida Housing's interest as additional insured as described in the General Liability subsection, above, shall also extend to the Umbrella or Excess Liability policy.

f) **PROFESSIONAL LIABILITY**

Contractor is required to maintain professional liability insurance (errors and omissions liability insurance) in a form, amount, and term satisfactory to Florida Housing.

All insurance policies must be in full force and effect as of the date of commencement of work for Florida Housing, and insurance coverage must be kept in effect for a period of 5 years after substantial completion of all work. Policies may be written on a claims made form. If so written, any retroactive date or prior acts date on the claims made policy must be set to a date equal or prior to the commencement of any work on the project, and must not be changed on any subsequent renewal policies.

The minimum amount of professional liability insurance coverage shall be \$1,000,000

K. The terms of this RFP, and any modifications thereto, shall be incorporated into any Contract offered as a result of this RFP. 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.

L. Responses received after the specified date and time will not be eligible for consideration. Any applicant who wishes to confirm receipt of their proposal may contact Florida Housing by e-mail at [sherry.green@floridahousing.org](mailto:sherry.green@floridahousing.org). Florida Housing will respond by e-mail with confirmation of receipt of the proposal.

**SECTION FOUR  
SCOPE OF SERVICES**

Florida Housing seeks a qualified Offeror to serve as Section 8 PBCA contractor for the entire state of Florida. The qualified Offeror shall have a minimum of five years experience providing the required services specifically for project-based Section 8 projects.

Within the scope of the assignment, there are approximately 464 contracts, comprising nearly 40,000 assisted units. The Offeror is required to perform all tasks within the functional area described below:

- Conduct management and occupancy reviews
- Adjust contract rents
- Process HAP contract terminations or expirations
- Review, verify and authorize monthly Section 8 vouchers
- Pay monthly vouchers to Section 8 owners
- Respond to health and safety issues
- Submit Section 8 budgets, requisitions, revisions and year-end statements.
- Submit audits of financial condition
- Renew HAP contracts
- Report on operating plans and progress
- Follow up on results of physical inspection of projects with covered units

The Offeror selected is expected to assist Florida Housing in the preparation of its response to the HUD RFP. Notwithstanding the tasks listed above, the selected Offeror shall be required to perform all requirements contained in the HUD Request For Proposal. While the exact timing of this process is not currently known, the selected Offeror must be prepared to deliver this effort in a timely manner.

Florida Housing expects that the Offeror will have an office located in the State of Florida. If the Offeror does not anticipate being able to comply with this requirement, a written explanation should be submitted with its Response to this RFP and describe Offeror's capability to perform the services described by this RFP within the State of Florida.

The Offeror is expected to exercise due diligence in reporting to Florida Housing any occurrences observed in the administration of the Section 8 PBCA which in the reasonable judgment of the Offeror would be of interest to Florida Housing or which would have the effect of violating the terms and conditions of the ACC.

## **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, subsection L, of this RFP, 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 RFP is a public record pursuant to Chapter 119, Fla. Stat., and subject to examination upon request, after Florida Housing provides a notice of decision pursuant to Section 120.57(3), Fla. Stat., or within 10 Days after the Response is opened, 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:

“(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Offeror, supplier, sub-Offeror, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following 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 the compensation agreed upon in the Contract that results from this RFP, unless that Offeror has written consent from Florida Housing’s Executive Director 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,

if the Offeror that is selected becomes aware of any actual, apparent, or potential conflict of interest or 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 to Florida Housing, through first class certified mail, return receipt requested (Notice of Conflict of Interest) within 10 working days. If the Offeror is found to be in non-compliance with this provision, without prior 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 RFP, as well as any modifications thereto, shall be incorporated into any Contract offered as a result of this RFP.

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

In providing the following information, restate each request and sub-request for information (with its letter and number), limit the Response to one bound volume, and do not include material outside of such volume. Responses to the requests should be included immediately after the restated request, to the extent practicable.

### **A. SERVICES (20 POINTS)**

a) Describe how the Offeror will manage the PBCA application process to HUD during the Application Phase.

b) Describe how the ACC will be administered during the Administration Phase including the process for managing tenant concerns. If a call center is used, disclose its location and whether the Offeror will establish a permanent call center in Florida.

c) Describe in detail any data systems the applicant plans to use during the Administration Phase, including a description of which tasks are automated. Identify whether the software used is proprietary or commercial.

d) Describe how the Offeror will ensure that the proper human resources are in place to successfully administer the PBCA. Include answers to the following in the description:

1) Will staff conducting Management and Occupancy Reviews (MORs) and vouchering be employees of the applicant or will they be independent Offerors?

2) Will the Offeror establish a permanent location in Florida, if it does not already have one?

e) If the Offeror intends to partner with PBCA applicants in other states, explain how the Offeror will ensure that proper resources are in place if all applications are successful.

f) Provide a work plan that describes the Offeror's arrangements for producing the scope of services required in Section Four of this RFP.

#### B. OFFEROR DESCRIPTION AND EXPERIENCE (30 POINTS)

Please describe the Offeror's experience providing Section 8 PBCA services. The description of your firm should include, but is not limited to, the following:

- a) Location and size
- b) Number of years of operation
- c) Organizational structure
- d) Number of years experience, including number of developments and units administered providing Section 8 contract administration services
- e) List of current clients and length of service
- f) Offeror's experience in applying for PBCA opportunities. Please provide information on both successful and unsuccessful PBCA applications.
- g) Other affordable housing programs or services the Offeror administers. Describe duties and length of contract(s)/service provision.
- h) Previous business relationships with Florida Housing
- i) Resources and systems in place to provide training to Section 8 projects
- j) Provide information on any contract entered into by the Offeror to provide services similar to those described in Section Four of this RFP that was terminated prior to completion in the last five years. Provide details of such circumstances.

#### C. OFFEROR REFERENCES (10 POINTS)

Provide at least three current PBCA references, if PBCA references are not available, please provide at least three other current references including:

- Client name and address;
- Contact person;
- Title of contact person;
- Telephone number and e-mail address of the contact person;
- Dates services provided;
- Brief description of work performed for the client; and
- A statement of express permission for Florida Housing to contact any identified client and request information on the performance of the Offeror.

#### D. STAFFING (20 POINTS)

- a) Identify the key individuals who would be assigned to work with Florida Housing. Describe the level of staffing and service that Florida Housing would receive, including the nature of the work that each person would perform and their related professional experience, training and certifications.

- b) Specify which person would be designated the primary contact person for Florida Housing during both the application and Administration Phases.
- c) Describe lines of authority during the application and Administration Phases.
- d) Furnish resumes for each individual identified in D a) above. Include references and phone numbers.
- e) Identify the location of the office(s) in which the staff members are located.

**E. COST PROPOSAL (20 POINTS)**

Assume approximately 40,000 units and an average 2 bedroom FMR of \$980.

Describe the Offeror's expected costs during the Administration Phase. Provide a projected budget including labor, travel, information technology, etc., for years one through five. Specifically identify expected start-up costs. Fees proposed shall 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.

***FINAL FEE SCHEDULE SHALL BE SUBJECT TO NEGOTIATION***

**F. LITIGATION, ADMINISTRATIVE PROCEEDINGS, INVESTIGATIONS**

Please describe any pending or resolved material litigation, administrative proceedings, investigations, or fair housing complaints in which your company has been involved in the previous five years.

**G. OTHER INFORMATION**

Provide your firm's financial statements for the last two years.

**H. 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.

**I. 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.

J. 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 and provide a manual signature of the certification statement shall result in rejection of the Response.**

"I agree to abide by all conditions of RFP 2009/08 and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response for the Offeror and that the Offeror is in compliance with all requirements of the RFP, including but not limited to, the certification requirements stated in Section Five of this RFP. I also certify that the Offeror is not on the General Services Administration's Lists of Parties Excluded from Federal Procurement or Non-procurement Programs (aka Debarred List).

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Authorized Signature

**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 RFP. 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 an Offeror to whom to award a Contract.

**Item Reference Maximum Points**

A. Services .....	20
B. Offeror Description and Experience .....	30
C. Offeror References .....	10
D. Staffing	20
E. Costs .....	<u>20</u>
Total Points Available:	100

**SECTION EIGHT  
AWARD PROCESS**

Florida Housing shall 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 Offeror 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.