

REQUEST FOR QUALIFICATIONS (RFQ) 2015-03

MANAGEMENT COMPANY SERVICES

for

FLORIDA HOUSING FINANCE CORPORATION

June 19, 2015

SECTION ONE INTRODUCTION

Florida Housing Finance Corporation (“Florida Housing”) is soliciting competitive, sealed responses from qualified firms to provide Management Company 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. 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 one or more Offerors that propose to provide all of the arbitrage rebate analyst services specified in this RFQ.

SECTION TWO DEFINITIONS

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

"Americans with Disabilities Act of 1990"	as defined in Title 42 Chapter 126.
“Affirmative Fair Housing Marketing”	as defined in Title 24 C.F.R. Part 108.
“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.
“Contract”	The document containing the terms and conditions of this RFQ 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, financing, or an allocation of Housing Credits from Florida Housing Finance Corporation.
“Effective Date”	The date the last party signs the Contract that is awarded as a result of this RFQ.

“Federal Fair Housing Act”	As defined in Section 42 U.S.C. 3601 et seq.
“Florida Housing”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
“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 R. 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 HOME Multifamily Rental Program that Florida Housing administers pursuant to Sections 420.507 and 420.5089, Fla. Stat., and Fla. Admin. Code R. Chapter 67-48.
“Housing Credit Program”	The Housing Credit Program that Florida Housing administers pursuant to Sections 420.507 and 420.5099, Fla. Stat., and Chapters 67-21 and 67-48, F.A.C.
“HUD”	United States Department of Housing and Urban Development.
“Interested Party”	A person or entity that obtains a copy of the RFQ from Florida Housing.
“Management Company”	A firm selected and approved by Florida Housing to oversee the operation and management of a Development and fulfills all compliance requirements.
“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 R. Chapter 67-21.
“Offeror”	Any person or entity who has the capability in all respects to perform fully the requirements contained in this RFQ, and submits a response to this RFQ.
“Response”	The written submission by an Offeror to this RFQ.

“RFQ”	This RFQ, including all exhibits referenced in this document and all other documents incorporated by reference.
“Servicer”	The independent contractor(s) under contract with Florida Housing having the responsibility for providing credit underwriting, construction and permanent loan servicing, financial and compliance monitoring services.
“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 URL of which is www.floridahousing.org .

SECTION THREE PROCEDURES AND PROVISIONS

A. The Offeror must submit an original and three (3) copies of the Response in a sealed envelope marked “RFQ 2015-03.” 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. An electronic copy of the Response must also be submitted on a CD or flash drive. 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 July 23, 2015. Responses shall be opened at that time. Please send the Response to:

Contracts Manager
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301-1329
(850) 488-4197
Fax (850) 488-9809
Email: Contracts.Manager@floridahousing.org
or the designated successor

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, 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 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 the Contracts Manager at the address given in Section Three, Item A. All questions are due by 5:00 p.m., Eastern Time, on July 1, 2015. Phone calls shall not be accepted. Florida Housing expects to respond to all questions in writing on July 8, 2015. Florida Housing shall post a copy of all questions received and their answers on Florida Housing's website at:

[http://www.floridahousing.org/BusinessAndLegal/Solicitations/RequestForQualifications/.](http://www.floridahousing.org/BusinessAndLegal/Solicitations/RequestForQualifications/)

Only written responses or statements from the Contracts Manager 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. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the posting of the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Contracts Manager. Violation of this provision may be grounds for rejecting a response.

G. 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 Rule Chapter 28-110, Fla. Admin. Code. 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 three (3) years, subject to satisfactory performance at the sole discretion of Florida Housing. If the parties mutually agree in writing, the Contract may be renewed three times. Each renewal shall be for an additional one (1) year period.

I. 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.

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

K. 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.

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 mission of Florida Housing is to help our fellow Floridians obtain safe, decent housing that might otherwise be unaffordable to them. One of the ways this is done is by making loans to developers of affordable multifamily housing developments. As it may become necessary for Florida Housing to foreclose on such loans or to otherwise replace the Management Company that operates an affordable multifamily housing development for which Florida Housing has made a loan, Florida Housing has a need for qualified firms to perform Management Company services to ensure full compliance with all applicable federal, state, and local laws including specific requirements, procedures, and guidelines for the HOME Investment Partnership Program, Multifamily Mortgage Revenue Bonds Program, State Apartment Incentive Loan Program, and Demonstration Development Programs in the event of foreclosure, and for the Housing Credit Program when a development also participates in a Florida Housing loan program.

Services to be provided by the Management Company with Florida Housing's oversight shall include, but are not limited to, the following:

- A. Decisions regarding day-to-day operation of the Development including the following:
 - 1. General Maintenance;
 - 2. Capital improvements;
 - 3. Preventative Maintenance;
 - 4. Routine repairs;
 - 5. Emergency repairs;
 - 6. Relocation of tenants;
 - 7. Unit turnovers;
 - 8. Orientation of new residents;
 - 9. Qualification and certification for new move-ins;
 - 10. Annual resident certification;
 - 11. Rent collection;

12. Bill paying, including escrows and reserves;
13. Court filings;
14. Unit inspections;
15. Financial management, including preparation of an annual operations budget and a three year capital needs budget in a form approved by Florida Housing;
16. General correspondence; and
17. Compliance with terms of program(s) and regulatory agreements.

B. Review and approve the hiring of all Management Company personnel as it relates to the Development including the site manager, maintenance personnel, leasing agents, contract services and vendors.

C. Prepare a “walk-through” report detailing the rental status and condition of each unit with recommendations for repair and cost estimates for such repair. This report will be the basis for a management plan.

D. Prepare a management plan which will include, without limitation, budgeted operating income, expenses, and capital improvements for the Real Estate Owned (REO), and monitor the actual monthly income and expenses of the REO and compare actual results to the marketing plan and relevant operating budgets. The management plan should also address, but is not limited to, staffing requirements, policies regarding tenant applications, due diligence, credit and previous history, late charges, returned checks, collection of delinquent rents, advertising, maintenance procedures, security deposits, rental collections, and make ready procedures, comparable rental data, information regarding target markets, tenant profiles and updated reports when necessary, and plans for repairing and restoring the REO to marketable condition.

E. The management plan shall be submitted to Florida Housing for approval. The Management Company will seek approval from Florida Housing before making any departures from the operating budget that was submitted and approved as part of the management plan. At least three (3) estimates or bids will be required for equipment or contract services over \$1,000 (this includes janitorial and landscape jobs). Emphasis will be given to price sensitivity and quickness of repairs. For repairs under \$1,000, make arrangements with a contractor licensed in the area. Contractors must provide evidence of insurance. Since Florida Housing must issue a 1099-MISC for any fees greater than \$600, a contractor must either be a corporation or the contractor must complete a W-9 form.

F. Enter into new leases or renew existing leases on substantially similar terms as available in the relevant market, as set forth in the management plan.

G. Make or contract for improvements to the Development as provided above. Improvements should be carefully underwritten to avoid over-improvements to the REO in comparison with similar property in the same market.

H. Ensure that generally acceptable levels of insurance coverage are maintained at all times during the ownership of the REO.

I. Prepare a marketing and disposition plan to outline the strategy for the sale of the REO at the earliest practicable, commercially reasonable time, on commercially reasonable terms taking into account market conditions and the legal and regulatory requirements.

J. If there are services contracts on the property (e.g., HVAC maintenance, landscaping and the link), the Management Company should review these contracts to determine whether they can be canceled at or prior to assigning them to Florida Housing.

Review all contracts affecting the property to ensure all are transferable:

1. Property Management;
2. Vending Machines;
3. Laundry;
4. HVAC;
5. Landscape;
6. Elevator repair;
7. Refuse;
8. Fire Alarm;
9. Exterminator;
10. Janitorial; and
11. Swimming pool maintenance.

K. Advertising, marketing, rent-up and resident selection, with a goal of obtaining 95 percent occupancy or better, based on the eligibility requirements of the applicable State and Federal programs.

L. Resident services and resident/management relations.

M. Accounting and record keeping, including but not limited to submission of monthly income and expense reports, requests for reimbursement from replacement reserves from Florida Housing or its Servicer, and, when applicable, monthly income statement, balance sheet, rent roll and payables agings.

N. Collection of rents into bank account specific to the property for Florida Housing.

O. Payment of all fees such as property taxes, include and debt serviced based upon cash flow.

P. Timely payment of all vendor service invoices based upon cash flow.

Q. Owner distributions monthly, quarterly, semi-annually as set by Florida Housing.

R. Complete double-entry accounting services using Generally Accepted Accounting Principles (GAAP).

S. Preparation of GAAP financial statements, balance sheet, income and expense statement, aged payables and receivables, deposit reporting and vendor payment list or check register, based

upon cash or accrual accounting methods as designated by Florida Housing.

T. Monthly reconciliation of all bank accounts.

U. Monthly property management reporting including a rent roll, security deposits, and vacant units.

V. Vendor referrals

W. Lease preparation and move-in.

X. Monthly site visit or drive-by visit.

Y. Coordinate with the owner to ensure adequate property and liability insurance is secured and maintained.

Z. If directed by Florida Housing, engage an independent CPA firm to audit the annual financial statements, and assist as necessary.

AA. Report mid-year and end of year operating results to Florida Housing or its Servicer.

BB. Abide by all management/compliance requirements as set forth in the Development's loan documents.

CC. Completion and submission of monthly Program Reports, including a unit-by-unit listing of all units in the Development and detailed information regarding the occupants' eligibility and set-aside requirements, in accordance with Chapter 67-53.008, F.A.C.

DD. The Management Company shall ensure implementation of and compliance with the following requirements:

1. Federal requirements including, but not limited to, the minimum number of set aside units, certification and recertification of tenants, and next available unit documentation.

2. State laws including, but not limited to, additional set aside units and any program requirements as may be required by Section 420, Fla. Stat., as may be amended from time to time;

3. Florida Housing rules and federal regulations concerning tenant income restrictions, as may be amended from time to time;

4. The Federal Fair Housing Act as amended, and the Americans with Disabilities Act;

5. Affirmative Fair Housing Marketing requirements (currently applicable for HOME and MMRB with HUD Risk-Sharing) as may be amended from time to time;
6. Tenant applications with specific information necessary for continued program compliance;
7. Income limits;
8. Rent Limits (currently applicable for Housing Credit Program, HOME Rental, MMRB with HUD Risk-Sharing, and 501(c)(3) Bonds and as may be amended from time to time);
9. Income verifications;
10. Utility allowances;
11. Annual income and assets;
12. Tenant income certifications;
13. Tenant Leases and the Florida Landlord and Tenant Act;
14. Program reports;
15. Management units; and
16. Tenant programs.

EE. The Management Company shall maintain a blanket fidelity bond from an incorporated surety company, authorized to do business in the State of Florida, satisfactory to Florida Housing as to form, company, and amount protecting the Management Company against loss of any money or property entrusted to the Management Company or the Management Company's officers or employees or under the control of the Management Company, caused by dishonest, fraudulent, or criminal acts, either directly or indirectly and regardless of wherever committed, of the Management Company or its employees.

FF. The Management Company shall ensure that all contract servicers and vendors are insured and properly licensed.

GG. Filing a Claim for Final Settlement

Florida Housing must file a claim for final settlement no later than 30 days after any of the following: (a) Sale of the property after acquisition by deed-in-lieu or foreclosure; or (b) Expiration of the term of the Enforceability Certificate. To file a claim, Florida Housing must complete the forms listed below. The Management Company will be responsible for submitting

all supporting schedules to Florida Housing in order for Florida Housing to complete the appropriate HUD forms as follows:

1. Form HUD-2744A – Allocation of Mortgage Receipts and Disbursement (Schedule A) – This form lists and describes all mortgage transactions. This Schedule must show all receipts and disbursements, including any advances for principal, interest, MIP, Hazard insurance, water charges, ground rents, the reserve for replacements and other items the mortgage requires the mortgagor to pay. Florida Housing must submit any explanation for delay state-up of accounting if there is a lapse of more than five (5) calendar days between the date Florida Housing acquires the mortgage and the date Florida Housing’s accounting begins. The Management Company must supply the following documentation to support the amounts shown on Schedule A:

- a. receipts or invoices, showing check number and date paid, for:
- b. any Florida Housing advances not repaid prior to the date of default; and
- c. all disbursements made on or after the date of default.

2. Copies of the Management Companies ledger records showing all mortgage transactions.

3. Form HUD-2744B – Mortgagee’s Report of Project Collections (Schedule B) The Management Company will use this form to list and describe all rent collections, forfeited tenant security deposits and other income collected on behalf of the Development. The report covers the period during Florida Housing’s control or ownership of the Development. The Management Company must retain a separate accounting for all security deposits on hand during its control or ownership of the Development.

4. Form HUD-2744C – Mortgagee’s Report of Project Disbursements (Schedule C) The Management Company will use this form to describe and list in chronological order all disbursements for reasonable operating expenses which are made during its management of the development. Expenses which were reported on Schedule A must not be shown on this Schedule. The Management Company must prepare a separate disbursement report for each month it is employed by Florida Housing. The Management Company must submit the following documentation to support the amounts shown on Schedule C:

- a. Receipts or invoices, showing check number and date paid, for all Development disbursements during the period Florida Housing controlled the Development; and
- b. Copies of the Management Company’s ledger record showing all Development disbursements.

5. Form HUD-27009D – Other Disbursements by Mortgagee (Schedule D) The Management Company will use this form to list and describe all reasonable disbursements made by the Management Company from its own funds for the acquisition, preservation and protection, repair and disposition of the development. Expenses reported on Schedule A or C must not be shown on this Schedule. The Management Company must retain the following

documentation to support amounts shown on Schedule D:

- a. Receipts or invoices showing check number and date paid, for all disbursements shown on the Schedule; and
- b. If expenses for repairs in excess of a cumulative average of \$500 per unit as shown on Schedule D, an approval letter from HUD authorizing the repairs must be obtained.

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 I, of this 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., and subject to examination upon request, after Florida Housing provides a notice of decision pursuant to Section 120.57(3), Fla. Stat., or within ten (10) Days after the Response is opened, whichever is earlier.

C. The Offeror is in compliance 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(32), Fla. Stat.

D. The Offeror is in compliance with Section 287.133(2)(a), Fla. Stat.

E. The Offeror understands and agrees to comply with the provisions set forth in Section 20.055(5), Fla. Stat.

F. Pursuant to Section 119.0701(2), Fla. Stat., the Service Provider is required “to comply with public records laws, specifically to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.”

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

G. 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.

H. 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.

I. 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.

J. CERTIFICATION STATEMENT:

THE FOLLOWING SHALL BE REPEATED IN THE OFFEROR’S RESPONSE AND SIGNED BY AN INDIVIDUAL AUTHORIZED TO BIND THE OFFEROR. THIS IS A THRESHOLD ITEM AND 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 2015-03 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 Response to one bound volume. Responses to the items must be included immediately after the restated items without any reference to any appendix.

A. COVER LETTER

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

1. The name, job title, address, office and cellular telephone numbers, fax number, 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.
2. Legal business status (individual, partnership, corporation, etc.), address, and telephone number of the Offeror.

B. GENERAL INFORMATION

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

1. Provide a brief history of the Offeror, including the year organized, ownership, and the total number of employees.
2. Provide evidence of certification that the Offeror is qualified to do business in the State of Florida.
3. Provide evidence of approval in HUD’s Previous Participation (2530) system.

4. Provide proof of current professional liability errors and omissions insurance to include the following:

- a. Name of carrier and policy number;
- b. Effective date and termination date of insurance;
- c. Policy exclusions, if any; and
- d. Current coverage amounts.

5. Provide a list of developments currently under management (including name, location, age, and number of units). In addition, provide a list of developments lost as customer(s) within the past twelve months and the reason(s) for losing the customer(s).

C. EXPERIENCE

1. Describe the Offeror's ability to provide the services and meeting qualifications that are similar to those being requested in Section Four of this RFQ immediately upon award of the Contract. Also describe the Offeror's experience, if any, in managing distressed multifamily developments.

2. Describe the Offeror's ability to provide financial management and reporting, including a description of hardware and software used for data collection and reporting.

D. WORKPLAN FOR SCOPE OF SERVICES

Describe the Offeror's plan to assume responsibilities for a Development. Include a detailed action plan which the Offeror would use to take over a Development.

E. QUALIFICATIONS OF PERSONNEL

Provide the name, title, office location, telephone number, e-mail address, and brief resumes for the personnel who will be assigned to Florida Housing's account. Include their level of responsibility and availability. Describe the professional background of these individuals, specifically identifying assignments involving services similar to those described in this RFQ in the last two years.

F. FEES

Provide the specific breakdown of all fees and related management expenses to be charged to the Development.

FINAL FEE SCHEDULE SHALL BE SUBJECT TO NEGOTIATION.

G. DRUG-FREE WORKPLACE

If the Offeror has implemented a drug-free workplace program, the Offeror 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 Offeror, under the terms of RFQ 2015-03, that the Respondent has implemented a drug-free workplace program pursuant to Section 287.087, Fla. Stat.

Authorized Signature: _____
Print Name: _____
Print Title: _____

H. MINORITY BUSINESS ENTERPRISE

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

I hereby certify on behalf of the Offeror, under the terms of RFQ 2015-03, that the Respondent is a “minority business enterprise” as defined in Section 288.703(3), Fla. Stat.

Authorized Signature: _____
Print Name: _____
Print Title: _____

I. CERTIFICATION STATEMENT (Threshold Item)

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

**SECTION SEVEN
EVALUATION PROCESS**

Individual Committee members shall evaluate 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, as a basis for possible disqualification, and to break any tie. The Committee shall also use the various scored items as a part of its evaluation and recommendation process. The Committee may conduct one or more public meetings during which members may discuss their evaluations, make any adjustments deemed necessary to best serve the interests of Florida Housing’s mission,

interview Offerors, observe a software demonstration, 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 scoring 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 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 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 scoring, the non-scored items in the Responses, any other 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. The points available for each of the items to be evaluated are as follows:

<u>Item Reference</u>	<u>Maximum Points</u>
C.1. Experience.....	20
C.2. Experience.....	15
D. Workplan for Scope of Services.....	25
E. Qualifications of Personnel.....	25
 Total Points Available.....	 85

**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.