

**FIRST AMENDMENT  
TO CONTRACT NUMBER 159-2020**

THIS FIRST AMENDMENT (“Amendment”) to CONTRACT NUMBER 159-2020 is entered into and effective as of September 18, 2021, (“Effective Date”) by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (“Florida Housing”), and CORPORATION FOR SUPPORTIVE HOUSING, INC (“Contractor”).

RECITALS

- A. Florida Housing and Contractor entered into Contract Number 159-2020, dated September 18, 2020, (“Contract”) wherein Contractor agreed to provide a needs assessment for homeless/special needs households pursuant to ITN 2020-05. As used herein, “Contract” shall include within its meaning any modification or amendment to the Contract.
- B. The initial term of the Contract was for one year, beginning September 18, 2020, and ending September 17, 2021.
- C. Section 287.057(12), Fla. Stat., provides that the Contract may be extended one time, subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties.
- D. Florida Housing and Contractor wish to extend the Contract through December 31, 2021, subject to the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of the Effective Date. The above recitals are true and correct and form a part of this Amendment.

B. Extension. The Contract is hereby extended from September 18, 2021 through December 31, 2021. Subject to any previous amendments or modifications and except as otherwise provided in this Amendment, the Contract shall stand renewed upon its same terms and conditions.

C. Amendment. The Contract is amended by deleting the paragraph within Exhibit B entitled, “Performance Standards and Liquidated Damages” and replacing with the following:

## **Performance Standards and Liquidated Damages**

The Contractor will provide the final report as outlined in Phase 3 of Exhibit B to Florida Housing no later than November 30, 2021. The Contractor understands that a fee of \$1,280 will be imposed for each calendar day that the report is overdue. Liquidated damages will be limited to amounts received by Contractor under this Contract for this deliverable and in no event shall such amounts exceed \$15,000 in the aggregate.

### **D. General Terms and Conditions.**

1. This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.
2. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.
3. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.
4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.
5. Except as specifically modified by this Amendment, the Contract shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

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IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT to Contract Number 159-2020, by a duly authorized representative, effective as of the Effective Date.

CORPORATION FOR SUPPORTIVE HOUSING, INC.


DocuSigned by:  
By: Deirdre Bolden  
C2FD4FBBF3BB48D...

Name/Title: Director, Southeast Region

Date: 8/2/2021 | 12:18 PM PDT

FEIN: 13-3600232

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: Hugh R. Brown/General Counsel

Date: 8-5-21

**CONTRACT FOR  
A NEEDS ASSESSMENT FOR HOMELESS/SPECIAL NEEDS HOUSEHOLDS**

This Contract for a Needs Assessment for Homeless/Special Needs Households, #159-2020 (Contract) is entered into by and between the FLORIDA HOUSING FINANCE CORPORATION (Florida Housing), a public corporation and a public body corporate and politic, with headquarters located at 227 North Bronough Street, Suite 5000, Tallahassee, FL 32301, and CORPORATION FOR SUPPORTIVE HOUSING, INC. (Contractor), located at 61 Broadway, Suite 2300, New York, NY 10006. Upon execution by both parties, this Contract shall become effective as of the date the last party signs (Effective Date).

RECITALS

- A. The Contractor represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide the needs assessment identified herein and offers to perform those services described in Exhibit A, Invitation to Negotiate (ITN) 2020-05 attached hereto and incorporated herein.
- B. Florida Housing has a need for such services and does hereby accept the offer of the Contractor upon the terms and conditions outlined in this Contract.
- C. Florida Housing has the authority pursuant to Florida law to direct disbursement of funds for compensation to the Contractor under the terms and provisions of this Contract.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. ATTACHMENTS

This Contract has the following attachments, which are incorporated herein:

- Exhibit A, ITN 2020-05
- Exhibit B, Project Statement of Need and Workplan
- Exhibit C, Project Fees and Timeline for Payment

B. ENGAGEMENT OF THE CONTRACTOR

The Contractor agrees to provide a Needs Assessment for Homeless/Special Needs Households in accordance with the terms and conditions hereinafter set forth. The Contractor agrees to perform the services set forth in Exhibits A and B, and as otherwise stated in this Contract. The Contractor understands and agrees that all services under this

Contract 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.

C. TERM OF CONTRACT

The initial term of this Contract shall be for one year from the Effective Date. If the parties mutually agree in writing, the Contract may be renewed once for an additional six-month period. Renewals are at the discretion of Florida Housing, and shall be contingent upon satisfactory performance evaluations by Florida Housing.

D. MODIFICATION OF CONTRACT

Either party may request a modification of the provisions of this Contract. Modifications that are mutually agreed upon shall be valid only when reduced to writing and signed by the parties.

E. INVOICES

The Contractor shall submit invoices to the program contact person in Section J, Administration of Contract. Each invoice for fees shall be in a format that is clearly itemized so that the invoice states the specific services performed and when and where the services were performed. Payment of an undisputed invoice shall be made within a reasonable period of time not to exceed 30 days after receipt of the invoice. If the Contractor is found to be in non-compliance with Florida laws, federal laws, Florida Housing rules or Florida Housing policies governing its duties hereunder, or fails to perform its duties hereunder, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing.

F. FEES/COSTS

The Contractor shall be compensated as described in Exhibit C.

G. LIABILITY: INDEPENDENT CONTRACTOR; COMPLIANCE WITH LAWS

1. Florida Housing shall not be deemed to have assumed any liability for the acts, omissions, or negligence of the Contractor, its agents, its servants, or employees, and the Contractor specifically accepts responsibility for its acts, omissions or negligence and for the acts, omissions or negligence of its agents, servants or employees, and shall defend and hold Florida Housing harmless from and against the claims of any party arising out of or claimed to arise out of any such acts, omissions, or negligence.

2. This Contract is executed on behalf of Florida Housing by the signatory only in his or her designated capacity as representative and on behalf of Florida Housing. Such individual shall neither have nor incur any individual or personal responsibility or liability under this Contract as a result of such execution.

3. Nothing herein shall be construed as a waiver of sovereign immunity by Florida Housing; it being the intent to reserve all such rights and immunities to the fullest extent of the law.

4. The Contractor, together with its agents, suppliers, subcontractors, officers, and employees, shall have and always retain under this Contract the legal status of an independent contractor, and in no manner shall they be deemed employees of Florida Housing or deemed to be entitled to any benefits associated with such employment. During the term of this Contract, the Contractor shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law. The Contractor remains responsible for all applicable federal, state, and local taxes, and all FICA and Medicare contributions.

5. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state and local agencies having jurisdiction and authority. In addition, and by way of non-exhaustive example, the Contractor shall comply with Florida Housing policies while on Florida Housing premises and in the conduct of its business with Florida Housing personnel.

6. The Contractor specifically accepts responsibility for payment of all taxes, assessments, or contributions that may be required to be paid to any unit of government as a result of the payments being paid to or by the Contractor, if any, in conjunction with the services rendered pursuant to this Contract. At no time shall the Contractor make any commitments for or incur any charges or expenses for, or in the name of, Florida Housing.

7. The Contractor shall not be relieved of liability to Florida Housing for damages sustained by Florida Housing by virtue of any termination or breach of this Contract by the Contractor.

#### H. DEFAULT AND REMEDIES

1. If any of the events listed in subparagraph 2. of this section occur, all obligations on the part of Florida Housing to continue doing business with the Contractor or assign any future transaction to the Contractor shall, if Florida Housing so elects, terminate and Florida Housing may, at its option, exercise any of its remedies set forth herein, or as otherwise provided by law. However, Florida Housing may continue doing business with the Contractor as a participant after the happening of any event listed in subparagraph 2. of this section without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the Contractor in the transaction or any future transaction.

2. The Events of Default shall include, but not be limited to, the following:

a. If any report, information or representation provided by the Contractor in

this Contract is inaccurate, false or misleading in any respect;

b. If any warranty or representation made by the Contractor in this Contract or any other outstanding agreement with Florida Housing is deemed by Florida Housing to be inaccurate, false or misleading in any respect;

c. If the Contractor fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;

d. If, in the sole discretion of Florida Housing, the Contractor has failed to perform or complete any of the services identified in the attachments;

e. If the Contractor has not complied with all Florida laws, federal laws, Florida Housing rules or Florida Housing policies applicable to the work;

f. If the Contractor has discriminated on the grounds of race, color, religion, sex, national origin, or disability in performing any service identified in the attachments;

g. If the Contractor does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;

h. If the Contractor commits fraud in the performance of its obligations under this Contract; or

i. If the Contractor refuses to permit public access to any document, paper, letter, computer files, or other material subject to disclosure under Florida's Public Records Law.

Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing will provide written notice of the Default detailing the grounds that constitute the Event of Default (Notice of Default), delivered by courier service or electronic mail to the address set forth in Section J, Administration of Contract, herein.

3. Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing may provide the Contractor a reasonable period of time to cure the Event of Default (Cure Period). If Florida Housing provides a Cure Period, Florida Housing will notify the Contractor of the length of the Cure Period in the Notice of Default.

4. If Florida Housing provides a Cure Period and if the Contractor is unable or unwilling to cure the Event of Default within the Cure Period, Florida Housing may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude Florida Housing from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but

are not limited to the following:

- a. Florida Housing may terminate the Contract on the tenth (10<sup>th</sup>) day after the Contractor receives the Notice of Default or upon the conclusion of any applicable Cure Period, whichever is later;
- b. Florida Housing may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Contract;
- c. Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Contractor to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Contractor to reimburse Florida Housing for the amount of costs incurred; or
- d. Florida Housing may exercise any other rights or remedies that may be otherwise available under law.

#### I. TERMINATION

1. Florida Housing may terminate the contract, without cause, at any time upon ten (10) days written notice delivered by courier service or electronic mail to the Contractor at the address set forth in Section J, Administration of Contract, herein.
2. The Contractor may terminate this Contract, without cause, at any time upon ninety (90) days written notice delivered by courier service or electronic mail to Florida Housing at the physical or electronic address, as applicable, set forth in Section J, Administration of Contract, herein. The Contractor shall be responsible for all costs arising from the resignation of the Contractor and the costs associated with the appointment of and transition to a successor Contractor.

#### J. ADMINISTRATION OF CONTRACT

1. Florida Housing's contract administrator for this Contract is:

Contract Administrator  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: 850.488.4197  
E-mail: Contract.Admin@floridahousing.org



2. The Florida Housing program contact for this Contract is:

Nancy Muller  
Policy Specialist  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: 850.488.4197  
E-mail: Nancy.Muller@floridahousing.org  
**or the designated successor.**

3. The Contractor's contract administrator for this Contract is:

Robyn Andrews  
Senior Program Manager  
Corporation for Supportive Housing  
1630 Margaret Street, Suite 302, Unit 2020  
Jacksonville, Florida 32204  
Office: 904.556.2956  
E-mail: Robyn.Andrews@csh.org  
**or the designated successor.**

4. All written approvals referenced in this Contract shall be obtained from the parties' contract administrator or their respective designees.

5. All notices shall be given to the parties' contract administrator.

**K. PUBLIC RECORDS; CONFIDENTIALITY; COPYRIGHT, PATENT, TRADEMARK; FILES**

1. Public Records

Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the Contractor in connection with this Contract is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The Contractor represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

Pursuant to Section 119.0701(2)(b), Fla. Stat., the Contractor will be required to comply with public records laws, specifically to:

- a. Keep and maintain public records required by the public agency to perform the service.

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

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 for the duration of the contract term and following completion of the contract. If the contractor does not transfer the records to the public agency.

- Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, 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 the Contractor is acting on behalf of Florida Housing.

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

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

2. Confidentiality

a. If the Contractor asserts that any information or materials intended to be delivered or provided under this Contract constitute a trade secret, or are otherwise confidential or exempt from the public records disclosure requirements of Florida’s Public Records Law, such assertion must be made in writing to Florida Housing’s Contracts Administrator upon submitting them to Florida Housing.

b. It is the Contractor's obligation and responsibility to maintain the secrecy of trade secrets and the confidentiality of other confidential information by adequately marking such materials as confidential or exempt before forwarding such information or materials to Florida Housing.

c. In the case of work product furnished to Florida Housing pursuant to this Contract that is confidential, the Contractor will treat such materials as confidential and will not reveal or discuss such materials or any other information learned as a result of this Contract with any other person or entity, except as authorized or directed by Florida Housing.

d. Working papers, copies, internal documents, procedures, methods and related materials considered confidential and/or proprietary shall be treated as confidential and/or proprietary and shall not be revealed or discussed with any other person or entity, except as authorized or directed by Florida Housing. All such records and materials will remain the property of Florida Housing.

e. If the Contractor is required to disclose or publish the existence or terms of transactions under this Contract pursuant to Florida's Public Records Law, then the Contractor shall notify Florida Housing in writing of such disclosure within two days after receipt of the Public Records request.

### 3. Copyright, Patent and Trademark

a. If the Contractor brings to the performance of this Contract a pre-existing copyright, patent or trademark, the Contractor shall retain all rights and entitlements to that pre-existing copyright, patent or trademark unless the Contract provides otherwise. Notwithstanding anything to the contrary within this Section K.3., the Contractor will retain all intellectual property and ownership rights with respect to any and all inventions, know-how, methodologies, processes, technologies, or materials developed or used by the Contractor in performing its obligations under this Contract that are unrelated to its participation in this Contract or existing prior to the date of this Contract.

b. If any discovery or invention arises or is developed in the course of or as a direct result of work or services performed under this Contract, the Contractor shall refer the discovery or invention to Florida Housing for a determination whether patent protection will be sought in the name of Florida Housing. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to Florida Housing. In the event that any books, manuals, films, or other copyrightable material are produced, the Contractor shall notify Florida Housing in writing. Any and all copyrights or trademarks created by or in direct connection with the performance under this Contract are hereby reserved to Florida Housing.

c. All subcontracts or other arrangements entered into, by the Contractor, with prior written approval and consent of Florida Housing, for the purpose of developing or procuring copyrightable materials (e.g. audiovisuals, computer programs, software, publications, curricula, research materials or training materials, etc.) shall specifically reference and reserve Florida Housing's exclusive rights to use and exploit copyrights and licenses to the extent permitted by copyright law and Florida Statutes.

#### 4. Files

a. Contents of the Files: The Contractor shall maintain files containing documentation to verify all compensation to the Contractor in connection with this Contract, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by the Contractor in connection with this Contract. The Contractor shall also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Contract.

b. Retaining the Files: The Contractor shall maintain these files for five years after the fiscal year in which the files become inactive, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the aforementioned five-year period and extends beyond the expiration of the five-year period, these files will be retained until all litigation, claims, or audit findings involving the files have been resolved.

c. Access to the Files: Upon reasonable notice, the Contractor and its employees shall allow Florida Housing or its agent(s) access to its files during normal business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, provided such day is not a holiday.

d. Return of the Files: In the event this Contract is terminated, all finished or unfinished documents, data, studies, computer files, correspondence, and other products prepared by or for the Contractor under this Contract shall be submitted to Florida Housing within 15 days of such termination at the expense of the Contractor.

#### L. PERSONALLY IDENTIFIABLE INFORMATION (PII); SECURITY

1. If the Contractor or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Contract, the Contractor shall provide for the security of such PII, in a form acceptable to Florida Housing, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. The Contractor shall take full responsibility for the security of all data in its possession or in the possession of its subcontractors, and shall

hold Florida Housing harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof.

2. If the Contractor or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Contract, the Contractor shall provide Florida Housing with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If the Contractor does not carry stand-alone cyber liability coverage, the Contractor agrees to indemnify costs related to notification, legal fees, judgments, settlements, forensic experts, public relations efforts, and loss of any business income related to this Contract.

3. The Contractor agrees to maintain written policies and procedures for PII and/or data classification. This plan must include disciplinary processes for employees that violate these guidelines.

4. The Contractor agrees to maintain reasonable network security at all times that includes, at a minimum, a network firewall.

5. The Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up-to-date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, Common Vulnerabilities and Exposures (CVE) database, etc.) The Contractor agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.

6. The Contractor agrees that any and all transmission or exchange of system application data with Florida Housing and/or any other parties shall take place via secure Advanced Encryption Standards (AES), e.g. HTTPS, FTPS, SFTP or equivalent means. All data stored as a part of backup and recovery processes shall be encrypted, using AES.

7. If the Contractor reasonably suspects that a cybersecurity event or breach of security has occurred, they must notify Florida Housing's Contract Administrator within 48 hours.

8. In the event of a breach of PII or other sensitive data, the Contractor must abide by provisions set forth in section 501.171, Fla. Stat. Additionally, the Contractor must immediately notify Florida Housing in writing of the breach and any actions taken in response to such a breach. As the information becomes available the statement must include, at a minimum, the date(s) and number of records affected by unauthorized access, distribution, use, modification or disclosure of PII; the Contractor's corrective action plan; and the timelines associated with the corrective action plan.

#### M. OTHER PROVISIONS

1. This Contract shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Contract shall lie in Leon County.

2. No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by the Contractor shall affect or extend or act as a waiver of any other right or remedy of Florida Housing hereunder, or affect the subsequent exercise of the same right or remedy by Florida Housing for any further or subsequent default by the Contractor. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.

3. Any power of approval or disapproval granted to Florida Housing under the terms of this Contract shall survive the terms and life of this Contract as a whole.

4. The Contract may be executed in any number of counterparts, any one of which may be taken as an original.

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

6. The Contractor understands and agrees to comply with the provisions of section 448.095, Fla. Stat.

#### N. LOBBYING PROHIBITION

No funds compensation or other resources received in connection with this Contract may be used directly or indirectly to influence legislation or any other official action by the Florida or Federal Legislature or any state or Federal agency. The Contractor further acknowledges that it has not retained the services of any lobbyist or consultant to assist in the procurement and negotiation of this Contract.

#### O. LEGAL AUTHORIZATION

The Contractor certifies with respect to this Contract that it possesses the legal authority to enter into this Contract and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Contract with all covenants and assurances contained herein. The Contractor also certifies that the undersigned possesses the authority to legally execute and bind the Contractor to the terms of this Contract.

#### P. PUBLIC ENTITY CRIME

Pursuant to Section 287.133(2)(a), Fla. Stat.: “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 contractor, supplier, subcontractor, 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.”

Any contract in violation of this provision shall be null and void.

Q. CONFLICTS OF INTEREST

1. Section 420.503(33), Fla. Stat., states:

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.

2. By executing this contract, the Contractor certifies that it shall comply with, and is currently in compliance with, Section 420.512(5), Fla. Stat., as amended.

3. In addition to the conflict of interest rules imposed by the Florida Statutes, should the Contractor become 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 this Contract and prior to the conclusion of the Contract, the Contractor will provide notification to Florida Housing, through first

class certified mail, return receipt requested (Notice of Conflict of Interest), to the address and individual set forth in Section J, Administration of Contract herein, within ten (10) working days. If Florida Housing, in its sole discretion, finds the Contractor to be in non-compliance with this provision, without prior written consent from Florida Housing's Executive Director, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing and all obligations on the part of Florida Housing to continue doing business with the Contractor or assign any future transaction to the Contractor shall, if Florida Housing so elects, terminate.

R. ENTIRE AGREEMENT

This Contract, including any and all attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions or obligations between the parties. This Contract supersedes all previous oral or written communications, representations or agreements on this subject.

S. SEVERABILITY

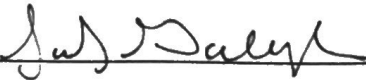
If any provision of this Contract is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict or unenforceability, and shall be deemed severable, but shall not invalidate any other provision of this Contract.

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IN WITNESS WHEREOF, the parties have executed this Contract Number 159-2020, each through a duly authorized representative, effective on the Effective Date.

CORPORATION FOR SUPPORTIVE HOUSING, INC.

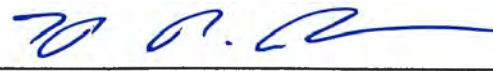
By: 

Name/Title: Sarah Gallagher ER managing Director

Date: 9/17/2020

FEIN: 13-3600232

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: Hugh R. Brown/General Counsel

Date: 9-18-20

**EXHIBIT A**

**INVITATION TO NEGOTIATE (ITN) 2020-05**

**NEEDS ASSESSMENT FOR HOMELESS/SPECIAL NEEDS HOUSEHOLDS**

**for**

**FLORIDA HOUSING FINANCE CORPORATION**

**April 23, 2020**

## **SECTION ONE INTRODUCTION**

Florida Housing Finance Corporation (“Florida Housing”) is soliciting competitive, sealed responses from qualified firms to provide a needs assessment and financial modeling in accordance with the terms and conditions set forth in this Invitation to Negotiate (ITN), and any other term and condition in any contract subsequently awarded. Respondents will be selected and determined through Florida Housing’s review of each response, considering the factors identified in this ITN. Florida Housing expects to select one Respondent that proposes to provide all of the services specified in this ITN.

## **SECTION TWO DEFINITIONS**

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

“BAFO”	Best and Final Offer.
“Board”	The Board of Directors of Florida Housing Finance Corporation.
“Committee”	The review committee composed only of employees of Florida Housing that is established pursuant to Rule 67-49.007, Fla. Admin. Code.
“Contractor”	A person or entity providing the professional services described in Section Four of this ITN.
“Days”	Calendar days, unless otherwise specified.
“Effective Date”	The date the last party signs the contract that is awarded as a result of this ITN.
“Florida Housing”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
“ITN”	This ITN, including all exhibits referenced in this document and all other documents incorporated by reference.
“Respondent”	Any person, entity, or team of entities who submits a response to this ITN.
“Response”	The written submission by a Respondent to this ITN.
“SQSO”	Statement of Qualifications and Services Offered.

“Website”

The Florida Housing Finance Corporation website,  
the URL of which is [www.floridahousing.org](http://www.floridahousing.org).

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

A. This ITN includes a multi-stage process of Contractor selection. In the first stage, Respondents will submit an initial Response called a Statement of Qualifications and Services Offered (SQSO). These Responses will be scored and the review committee will select one or more Respondents to enter into a negotiation phase. Following the negotiation process, each Respondent will submit firm, final written offers (Best and Final Offer or BAFO). For both types of Responses, the Respondent will submit their Response to <https://www.floridahousing.org/legal/procurements/ITN-2020-05-Document-Upload>, and Florida Housing must receive the entire Response on or before 2:00 p.m., Eastern Time, as Responses will be opened at that time. Any Responses received after the deadline will be considered non-responsive. One complete copy of the response in PDF format is preferred, unless specified otherwise in Section Six below, and the file name ought to contain a reference to both the solicitation number (ITN 2020-05) and the name of the Respondent. Please note that the site will ask for the Respondent's contact information and the solicitation number prior to being able to upload the Response. Florida Housing will not accept a mailed or faxed Response.

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

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

D. Florida Housing reserves the right to:

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

E. Any interested party may submit any question regarding this ITN in writing via e-mail to the Contract Administrator at [Contract.Admin@floridahousing.org](mailto:Contract.Admin@floridahousing.org). All questions must

be submitted no later than 2:00 p.m., Eastern Time, on May 4, 2020. Phone calls will not be accepted. Florida Housing expects to respond to all questions in writing by 5:00 p.m., Eastern Time, on May 8, 2020. Florida Housing will post a copy of all questions received and the corresponding answers on Florida Housing's website at:

<http://www.floridahousing.org/legal/procurements/invitations-to-negotiate>.

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

F. The SQSO must be submitted no later than 2:00 p.m., Eastern Time, on May 27, 2020. **NOTE:** SQSOs are not public records subject to the provisions of section 119.07(1), Fla. Stat., until such time as the Corporation provides notice of a decision pursuant to section 120.57(3)(a), Fla. Stat., or as provided in Section 119.071(1), Fla. Stat.

G. Demonstrations and Negotiations with selected Respondents will occur between June 22 – 26, 2020.

H. The BAFO from Respondents selected for negotiations must be submitted no later than 2:00 p.m., Eastern Time, on July 15, 2020. **NOTE:** BAFOs are not public records subject to the provisions of section 119.07(1), Fla. Stat., until such time as the Corporation provides notice of a decision pursuant to section 120.57(3)(a), Fla. Stat., or as provided in Section 119.071(1), Fla. Stat.

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

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

K. The term of the contract is anticipated to be up to one year, subject to negotiations and satisfactory performance at the sole discretion of Florida Housing. If the parties mutually agree in writing, the contract may be renewed once for an additional six months.

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

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

of the posting of the notice of the modification to submit or modify its Response.

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

## **SECTION FOUR SCOPE OF SERVICES**

### **A. Overview**

Florida Housing is seeking a vendor to conduct a state-level needs assessment to identify the rental housing needs of Special Needs and Homeless populations with incomes at or below 60% of area median income (AMI), and perform financial modeling to provide access to the number of units required to meet the various housing needs determined by the needs assessment. The financial modeling will project: the capital costs of financing this housing; funding support needed to lower barriers to entry to this housing; and funding support to offset projected operating deficits and replacement reserves. A contract will be awarded to the Respondent who can demonstrate it has the understanding, qualifications, capacity, and experience to successfully carry out the intent of this project. Florida Housing expects the selected Contractor to conduct all aspects of the project in partnership with Florida Housing staff and relevant external stakeholders.

### **B. Definitions**

1. Homeless Household – As defined in s. 420.621(5), Fla. Stat., an individual or family who lacks a fixed, regular and adequate nighttime residence, including: an individual/family who is sharing the housing of other persons due to loss of housing, economic hardship or a similar reason; is living in a motel, hotel, travel trailer park or campground due to a lack of alternative adequate accommodations; is living in an emergency or transitional shelter; has a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings; is living in a car, park, public space, abandoned building, bus or train station, or similar setting; or is a migratory individual/family who qualifies as homeless because he, she or it is living in circumstances described above. The term does not refer to an individual imprisoned pursuant to state or federal law or to individuals or families who are sharing housing due to cultural preferences, voluntary arrangements or traditional networks of support. The term does include an individual who has been released from jail, prison, the juvenile justice system, the child welfare system, a mental health and developmental disability facility, a residential addiction treatment program or a hospital, for whom no subsequent residence has been identified, and who lacks the resources and support network to obtain housing. Note that this definition includes people living in motels because they have no other affordable place to live.

2. Affordable Housing – For purposes of this ITN, general occupancy rental housing financed with public programs such that rents are restricted to serve households with incomes at or below 60% AMI; in which an individual in a unit may or may not have supportive services unrelated to the unit lease; and that has no time limit on residency assigned to it.

3. Permanent Supportive Housing – For the purpose of this ITN, housing paired with community-based services with onsite case management and/or service coordination to assist Persons with Special Needs or Homeless households achieve housing stability that allows an indefinite length of stay as long as the tenant complies with lease requirements and has a lease with a minimum of seven months with no requirements related to the provision of or participation in supportive services. Permanent Supportive Housing shall facilitate and promote activities of daily living, access to community-based services, and inclusion in the general community. It is possible that Permanent Supportive Housing units may be embedded in a broader Affordable Housing property.

4. Person with Special Needs – As defined in s. 420.0004(13), Fla. Stat., an adult requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5), Fla. Stat.; a survivor of domestic violence as defined in s. 741.28, Fla. Stat.; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program, the Supplemental Security Income (SSI) program, or from veterans' disability benefits. This definition includes families with children at risk of separation because one or more adults in the household have Special Needs.

### **C. Goals and Deliverables**

The primary goals of the project are: first, carry out a needs assessment to determine the number and types of Affordable Housing and Permanent Supportive Housing units needed in Florida to sufficiently serve Homeless Households and Persons with Special Needs. Second, upon completion of the needs assessment, use the data and findings to estimate costs in four areas of need: a) Financing the capital costs to develop such housing throughout Florida; b) Lowering cost barriers to entry into such housing; and c) Addressing projected property operating deficits, including replacement reserve needs, due to the low level of rents needed to sustain many of these households.

To meet these goals, the Contractor will:

1. Work with Florida Housing staff and an advisory group of external stakeholders to agree on and formalize the research approach; methodology, including the ability to access and collect required data, or alternatives, to project need; and the timeline for the project. Florida Housing believes that a point-in-time needs assessment will be the most suitable approach but will consider other options.

2. Conduct the project based on the approach and methodology approved by Florida Housing. The Contractor will regularly meet with staff to seek counsel and discuss challenges, provide updates on the status of the research being conducted and, in a timely manner, address any research related concerns. The advisory group will also be an important source of information and perspective for this project.

3. Submit the needs assessment data and findings in a manner that will enable financial modeling to be performed to estimate costs across the three areas listed in sub-item

4., below. The Contractor and Florida Housing will agree on the format in which the data and findings must be submitted, and the information must be submitted in draft form for Florida Housing's review before being submitted as a final deliverable.

4. In conjunction with Florida Housing, conduct the proposed financial modeling to determine the best estimate of: the total capital costs to develop the number and different types of Affordable Housing and Permanent Supportive Housing Units determined by the needs assessment; total costs to lower barriers to housing entry; and costs to support projected operating deficits and replacement reserves.

5. Write and submit a report to Florida Housing that includes an executive summary; an introduction and overview of the project; summary and detailed descriptions of the needs assessment, financial modeling approach, and methodology; the data related to households studied and types of housing; findings; and conclusions.

Although Florida Housing recognizes that Permanent Supportive Housing by its very definition combines housing with supportive services tailored to each household's needs, this project will not include an assessment of the cost of supportive services to assist these households to live independently in their communities.

Florida Housing expects to invite Respondents to negotiate that have submitted SQSOs that best demonstrate their qualifications, knowledge, experience, and capacity required to conduct and complete the intended project deliverables.

## **D. Needs Assessment**

### **1. Count of Sub-Population Households, Their Characteristics and Their Rental Housing Needs**

The needs assessment must address the housing needs of a wide range of individuals and families that meet the definition of Homeless and/or Special Needs pursuant to this ITN. The Contractor must develop and execute a methodology that collects, compiles and analyzes data related to the number of Homeless and Special Needs households statewide and further delineated by three regions, to be determined, and the characteristics of these households that will allow a projection of the amount and type of housing to meet the variety of needs.

### **2. Projection of Housing Need**

a. Florida Housing expects the rental housing projections to address the unmet need for:

- 1) The total number of Permanent Supportive Housing units statewide and by region;
- 2) The total number of Affordable Housing units statewide and by region; and
- 3) The total number of households that need funding support to assist them in overcoming cost barriers to entry into housing.



4) The projections should not include the households in 1) and 2), above, that already are living in Affordable Housing, Permanent Supportive Housing, or are using HUD-VASH or other rental assistance to assist them.

b. The projections must provide detailed information to allow the State of Florida to develop realistic, responsive strategies to meet the intended households' needs. At a minimum, this information must include:

- 1) An analysis of the rent burden throughout the state faced by those identified in the needs assessment;
- 2) Location of needed housing by region, as delineated in the approved methodology;
- 3) The number of housing units needed based on household income, grouped by units needed to serve those at or below 30% AMI and those at 30.01-60% AMI;
- 4) The number of units by incomes to be served based on bedroom mix and any other broad design characteristics, including the number of accessible units for persons with mobility impairments;
- 5) A description of the development types that may be most conducive to serving subpopulations and/or the variety of needs within subpopulations;
- 6) The number and location by region of households that can manage restricted 60% AMI rents in Affordable Housing, but that need move-in support, such as security deposits;
- 7) The number and location by region of households that can manage restricted rents in Permanent Supportive Housing, but that need move-in support, such as security deposits; and
- 8) Other housing characteristics as appropriate.

In addition to any detailed data provided on housing need, and to provide a template for the financial modeling, the report will also include a summarized table compiling the total unit need for each type of housing under Permanent Rental Housing and, separately, Permanent Supportive Housing.

## **E. Financial Modeling of Housing and Housing Supports Needed to Serve these Populations**

The Contractor will work with Florida Housing, experts knowledgeable about HUD and other federal programs, and the advisory committee to develop Florida-based cost scenarios for each part of this section.

### **1. Modeling the Capital Cost of Developing Units**

a. Financial modeling will be based on the housing need identified in the needs assessment. Based on the approved methodology, financial models will be created for each type of housing and household income level identified in the needs assessment in Item D., above.

b. The report will include an explanation of factors, if any, that make the capital cost of developing Permanent Supportive Housing for these populations different from Affordable Housing.

## **2. Projecting Total Funding Needed to Lower Cost Barriers to Entry into Housing**

Financial modeling will be based on the needs assessment findings in Item D., above. Based on the approved methodology, financial models will be created for each cost barrier scenario identified in sub-items D.2.b.6) and 7).

## **3. Modeling Projected Property Operating Deficits and Replacement Reserves Needed Due to the Low Level of Rents Needed to Sustain Many of these Households**

At a minimum, modeling will be based on the housing types and ability-to-pay rent scenarios identified in the needs assessment in sub-item D.2. above. Based on the approved methodology, determine which housing/subpopulation scenarios will require operating assistance and assistance with replacement reserves, and model cost requirements for each.

## **F. Projecting Total Funding for Housing Needed to Serve these Populations**

1. Provide a summary of total funding needed across capital, housing entry assistance, and operating support costs to serve the total household populations identified in the needs assessment. The summary should aggregate funding at the state level and by region, and by identified housing types as appropriate.

2. Identify potential sources of funds to fill the gaps in funding for capital costs, costs to address barriers to entry, and property operating deficits and replacement reserves.

## **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 ITN, each Respondent certifies that:

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

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

C. The Respondent, if awarded a contract under this ITN, will comply with Section 420.512(5), Fla. Stat. For the purpose of Section 420.512(5), Fla. Stat., “Prohibited Business Solicitation Communications” is defined by Section 420.503(33), Fla. Stat.

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

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

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

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

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

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

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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to Florida Housing.

d. Upon completion of the contract, transfer, at no cost, to Florida Housing all public records in possession of the contractor or keep and maintain public records required by Florida Housing to perform the service. If the contractor transfers all public records to Florida Housing upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Florida Housing, upon request from Florida Housing’ custodian of public records, 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 will only apply if and when the Contractor is acting on behalf of Florida Housing.

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

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

H. The Respondent acknowledges that if awarded a contract it will be prohibited from engaging in activities in connection with services related to Florida Housing transactions that produce direct or indirect financial gain for the Respondent other than for the compensation agreed upon in the contract that results from this ITN, unless that Respondent has Florida Housing's written consent after Florida Housing has been fully informed of such activities in writing.

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

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

K. CERTIFICATION STATEMENT:

**THE FOLLOWING WILL BE REPEATED IN THE RESPONDENT'S RESPONSE AND SIGNED BY AN INDIVIDUAL AUTHORIZED TO BIND THE RESPONDENT. THIS IS A THRESHOLD ITEM AND FAILURE TO INCLUDE THE CERTIFICATION STATEMENT BEARING AN ORIGINAL SIGNATURE WILL RESULT IN REJECTION OF THE RESPONSE.**

"I agree to abide by all conditions of ITN 2020-05 and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response as the Respondent and that I am in compliance with all requirements of the ITN, including but not limited to, the certification requirements stated in Section Five of this ITN."

---

Authorized Signature (Original)

---

Print Name and Title

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

In providing the following information, restate each item and sub-item (with its letter and number), limit the 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 proposal must be accompanied by a cover letter that contains a general statement of the purpose of submission and includes the name, job title, address, office and cellular telephone numbers, and e-mail address of a primary contact person who will be responsible for day-to-day contact with Florida Housing, and any backup personnel who would be accessible if the primary contact cannot be reached.

### **B. GENERAL INFORMATION**

1. Provide evidence that the Respondent is eligible to do business in the State of Florida.
2. Describe the Respondent's presence in Florida, and ability to be accessible to Florida Housing staff, availability for meetings, conferences, consultation, etc.
3. Describe the Respondent's ability to provide the services requested in Section Four of this ITN immediately upon award of the contract.
4. Provide a statement of any other qualifications or services, which the Respondent considers to be significant, innovative or otherwise relevant to Florida Housing.

### **C. CUSTOMER REFERENCES**

Provide three separate, verifiable references for which the Respondent has provided services similar to those requested in Section Four of this ITN. Respondents may not use Florida Housing, any confidential clients, nor any subcontractors as a reference. The same client may not be listed for more than one reference. If the Respondent is made up of a team of entities who have not worked together before as a Contractor, references must be included for all entities. Include the company name, street address, contact name, and phone numbers for these references.

Florida Housing will attempt to call each of the three references to complete the questionnaire below. References should be available for contact between 9:00 a.m. and 5:00 p.m., Eastern Time. Florida Housing will attempt to call each reference three times. In the event that the contact person cannot be reached following three attempts, the Respondent will receive a score of zero for that reference evaluation. Florida Housing will not attempt to correct any of the supplied contact information. Final scores for this section will be averaged and rounded to the nearest whole number.

The following questions will be asked:

<b>TABLE 1 REFERENCE QUESTIONNAIRE</b>	
<b>Question</b>	<b>Score</b>
1. Briefly describe the services the vendor performed for your organization. [If the Respondent is a team made up of more than one entity, list the team members and ask: Did the vendor providing the services for your organization include the same team members? If yes, please specify the services performed by each team member.]	N/A
2. Did the vendor consistently meet all its performance milestones/deadlines?  Yes = 3; No = 0	
3. Did the vendor have the sufficient expertise and resources to complete each deliverable as promised? If the vendor was a team of more than one entity, was this true for each team member? To receive points for a “Yes,” the answer to this question (if applicable) must be Yes for all team members.  Yes = 3; No = 0	
4. How would you rate the vendor’s key staff and their ability to work with your organization? If the vendor was a team of more than one entity, was this true for each team member? If applicable, in the case of a team, points for each entity of a vendor will be averaged and rounded to the nearest whole number to arrive at the score for this question.  Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
5. Did the vendor’s staff maintain open lines of communication with your organization? If the vendor was a team of more than one entity, was this true for each team member? To receive points for a “Yes,” the answer to this question (if applicable) must be Yes for all team members.  Yes = 3; No = 0	
6. Would you contract with this vendor again? If the vendor was a team of more than one entity, is this true for each team member? To receive points for a “Yes,” the answer to this question (if applicable) must be Yes for all team members.  Yes = 3; No = 0	
<b>TOTAL SCORE:</b>	

#### D. EXPERIENCE AND RESOURCES

Describe the Respondent's experience providing the services or engaging in activities specifically as they relate to the work being requested in Section Four of this ITN. The description should include the Respondent's current capacity to timely meet the ITN deliverables, such as whether dedicated staff that are already proficient in specifically performing the required services are on board, or whether the Respondent must hire or contract with persons/entities with necessary experience.

#### E. PROJECT ORGANIZATION AND PLAN

1. Provide an organizational chart for the project. The chart shall identify all project team members by name and their responsibilities, with the project leader clearly specified. This section shall also include a résumé, not to exceed one page in length, of all professional staff assigned to the project. Résumés should include name, education, project experience, and other experience related to the scope of services outlined in Section Four of this ITN.

2. Submit a detailed and specific work plan for this project. Define phases, milestones, activities, tasks, task duration, deliverables, task dependencies, and proposed timeline. Detail the key sources of data to be used for the needs assessment and financial modeling described in Section Four, Scope of Services, of this ITN. Any requirements for implementation by Florida Housing staff shall be clearly stated in the project plan. List any data sharing agreements that will be needed; whether the Respondent already has any of these agreements in place; and/or how the Respondent plans to expedite the creation of such agreements.

#### F. FEES

1. Provide itemized fees to be charged in connection with the services described in Section Four of this ITN, with the grand total in bold text.

2. Fees proposed must include all charges relating to the services required under the contract and all out-of-pocket expenses, such as telephone, postage and shipping, printing and/or copy costs, and travel, if any. Florida Housing expects travel by the Contractor will not be needed. No costs will be reimbursed under the contract. Caveat language or multiple fee proposals will result in a score of zero for this section.

*FINAL FEE SCHEDULE WILL BE SUBJECT TO NEGOTIATION.*

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G. DRUG-FREE WORKPLACE

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

I hereby certify on behalf of the Respondent, under the terms of ITN 2020-05, 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 Respondent is a minority business enterprise as defined in Section 288.703, Fla. Stat., the Respondent must submit the following certification:

I hereby certify on behalf of the Respondent, under the terms of ITN 2020-05 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 (Mandatory Item)

**FAILURE TO INCLUDE THE CERTIFICATION STATEMENT AS DESCRIBED IN SECTION FIVE OF THIS ITN BEARING AN ORIGINAL SIGNATURE WILL RESULT IN REJECTION OF THE RESPONSE.**

**SECTION SEVEN  
INFORMATION TO BE PROVIDED DURING DEMONSTRATIONS AND  
NEGOTIATIONS**

Respondents selected for negotiations must be prepared to discuss the ITN and their SQSO responses. The negotiation session will not be open to the public; however, they are recorded for public records purposes in accordance with s. 119.071, Fla. Stat. Discussions which are considered confidential or trade secret must be clearly denoted by the Respondent during their presentations.

**SECTION EIGHT  
INFORMATION TO BE PROVIDED IN BAFO**

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. Respondents should use the ‘track changes’ feature of Word and Excel to show changes made from the SQSO.

#### A. PROJECT ORGANIZATION AND PLAN

1. Provide an organizational chart for the project. The chart shall identify all project team members by name and their responsibilities, with the project leader clearly specified. This section shall also include a résumé, not to exceed one page in length, of all professional staff assigned to the project. Résumés should include name, education, project experience, and other experience related to the scope of services outlined in Section Four of this ITN.

2. Submit a detailed and specific work plan for this project. Define phases, milestones, activities, tasks, task duration, deliverables, task dependencies, and proposed timeline. Detail the key sources of data to be used for the needs assessment and financial modeling described in Section Four, Scope of Services, of this ITN. Any requirements for implementation by Florida Housing staff shall be clearly stated in the project plan.

#### B. FEES

1. Provide itemized fees to be charged in connection with the services described in Section Four of this ITN, with the grand total in bold text.

2. Fees proposed must include all charges relating to the services required under the contract and all out-of-pocket expenses, such as telephone, postage and shipping, printing and/or copy costs, and travel, if any. No costs will be reimbursed under the contract. Caveat language or multiple fee proposals will result in a score of zero for this section.

*FINAL FEE SCHEDULE WILL BE SUBJECT TO NEGOTIATION.*

#### C. DRUG-FREE WORKPLACE

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

I hereby certify on behalf of the Respondent, under the terms of ITN 2020-05, that the Respondent has implemented a drug-free workplace program pursuant to Section 287.087, Fla. Stat.

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

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

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

D. MINORITY BUSINESS ENTERPRISE

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

I hereby certify on behalf of the Respondent, under the terms of ITN 2020-05, that the Respondent is a “minority business enterprise” as defined in Section 288.703(3), Fla. Stat.

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

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

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

E. CERTIFICATION (**Mandatory Item**)

**FAILURE TO INCLUDE THE CERTIFICATION STATEMENT AS DESCRIBED IN SECTION FIVE OF THIS ITN BEARING AN ORIGINAL SIGNATURE WILL RESULT IN REJECTION OF THE RESPONSE.**

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**SECTION NINE  
EVALUATION PROCESS**

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

**STATEMENT OF QUALIFICATIONS AND SERVICES OFFERED (SQSO)**

<u>Item Reference</u>	<u>Maximum Points</u>
B. General Information.....	5
C. Customer References .....	17
D. Experience and Resources .....	35
E. Project Organization and Plan .....	35
F. Fees .....	15
<b>Total Points Available.....</b>	<b><u>107</u></b>

For the SQSO Price Proposals, the Respondent with the lowest proposed total cost will receive the maximum allowable points (15 points). The remaining respondents will receive a percentage of the maximum points, rounded to the nearest whole number, based on the following formula:

Lowest Proposed Total Cost	=	%	x	15	=	Total Points Awarded for that "Total Cost" (Rounded to the nearest whole number)
÷ Current Respondent's Proposed Total Cost						

Following the receipt of SQSOs, the Committee will conduct one or more public meetings during which members will discuss their evaluations and develop a recommendation or series of recommendations of which Respondents will move forward to negotiations. The Committee's recommendation will be based on the cumulative scoring and information gathered from the non-scored items.

**BEST AND FINAL OFFER (BAFO)**

<u>Item Reference</u>	<u>Maximum Points</u>
A. Project Organization and Plan .....	60
B. Fees.....	15
<b>Total Points Available.....</b>	<b><u>75</u></b>

For the BAFO Price Proposals, the Respondent with the lowest proposed total cost will receive the maximum allowable points (15 points). The remaining respondents will receive a percentage of the maximum points, rounded to the nearest whole number, based on the following formula:

$\frac{\text{Lowest Proposed Total Cost}}{\text{Current Respondent's Proposed Total Cost}}$	=	%	x	15	=	Total Points Awarded for that "Total Cost" (Rounded to the nearest whole number)
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Following the receipt of the BAFOs, the Committee will conduct one or more public meetings during which members will discuss their evaluations and develop a recommendation or series of recommendations to the Board. The Committee's recommendation will be based on the cumulative scoring and information gathered from the non-scored items. The Board may use the Responses, the Committee's scoring, the non-scored items in the Responses, any other information or recommendation provided by the Committee or staff, and any other information the Board deems relevant in its selection of Respondents to whom to award a contract.

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

**SECTION TEN  
AWARD PROCESS**

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

## **EXHIBIT B**

### **PROJECT STATEMENT OF NEED AND WORKPLAN**

Florida Housing is looking to 1) Develop a state-level needs assessment to identify the Affordable Housing and Permanent Supportive Housing<sup>1</sup> (PSH) rental needs of Special Needs and Homeless populations<sup>2</sup> with incomes at or below 60% of area median income (AMI), and 2) Perform financial modeling to provide the number of units required to meet the various housing needs determined by the needs assessment.

Currently, in order to obtain a targeted count of PSH needs across the state or for a specific locality, data must be collected in a piecemeal approach such as localized Point-in-Time (PIT) data, Homeless Management Information System (HMIS) data and existing PSH waitlists for the various agencies' PSH programs. This process of determining PSH need has proved lacking as it relies on separate groups of data that do not capture the entire need for PSH and does not address the need for any type of rental housing for populations that fall outside of the Homeless system. Additionally, it does not provide an accurate assessment of need for individuals and households who may experience involvement across multiple systems.

As a result, no detailed estimates exist of the supportive and affordable housing needs for individuals experiencing Homelessness and/or with Special Needs in Florida. While the 27 Continuum of Care agencies (CoCs) in Florida are required both to provide an annual count of sheltered and unsheltered Homeless persons on a single night to HUD and the State Office on Homelessness through their PIT Counts, as well as to collect client-level data and data on the provision of housing and services to Homeless individuals and families via HMIS, these data sources are not accessible as a whole and exclude many other unstably housed vulnerable subpopulations. As for measuring the number of non-Homeless Special Needs persons needing housing, particularly those who need PSH, data from state agencies providing services to their consumers often do not provide household income or housing need data to allow policy makers to assess the level and type of housing need in these populations.

This undertaking will entail a completely new approach to gathering and analyzing the data necessary to create projections of the housing need in the state. The Contractor will address this challenge by analyzing existing point in time data from HMIS, Annual Homeless Assessment Reports (AHARs), Annual Performance Reports (APRs), Point in Time (PIT) Counts and Housing Inventory Charts (HIC), as well as collaborating with other relevant state and local agencies through data-sharing agreements, to provide rental housing projections for the populations and areas of need delineated in the ITN, as outlined in the project workplan below. Exhibit A, ITN 2020-05, Section Four outlines

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<sup>1</sup> As defined in Exhibit A.

<sup>2</sup> As defined in Exhibit A.

the Scope of Services for this project. The Project Goals, deliverables and workplan below provide more detail about the project.

### **A. Project Goals and Deliverables**

As described in the ITN, the primary goals of the proposed project are to:

1. Conduct a state-level needs assessment to identify the supportive and affordable rental housing needs of Special Needs and Homeless populations with incomes at or below 60% of area median income (AMI); and

2. Perform financial modeling to provide access to the number of units required to meet the various housing needs determined by the needs assessment and to estimate costs in three areas of need: a) Financing the capital costs to develop such housing throughout Florida; b) Lowering cost barriers to entry into such housing; and c) Addressing projected property operating deficits, including replacement reserve needs, due to the low level of rents needed to sustain many of these households.

### **B. Access to Project Data**

Raw data collected as part of this project, as well as data cleansed or compiled by the Contractor or others for this project, will be stored in a secure location accessible to appropriate Florida Housing Staff within seven days of receipt or completion.

### **C. Project Workplan and Timeline**

Based on the scope of work and to ensure a comprehensive analysis, the Parties estimate that this project will span a 12-month period, to be confirmed via planning with Florida Housing.

The proposed workplan includes three phases and five primary activities as follows:

- **Phase 1: Needs Assessment**
  - **Activity 1:** Initial Planning and Methodology Development
  - **Activity 2:** Data Collection
- **Phase 2: Analysis and Projections Modeling**
  - **Activity 3:** Data Assessment and Projections Modeling
  - **Activity 4:** Fiscal Analysis
- **Phase 3: Final Report**
  - **Activity 5:** Drafting and Submission of Final Report

The phases, timelines, milestones, activities and tasks for the workplan are detailed below.

## **Phase 1: Needs Assessment**

*Phase Timeline: Mid-Late September – December 2020*

### **Activity 1: Initial Planning and Methodology Development**

*Activity and Tasks Timeline: Mid-Late September – October 2020*

To initiate the Needs Assessment Phase, the Contractor will facilitate planning calls with Florida Housing and an advisory group of relevant stakeholders to determine an agreed upon research approach and methodology, produce a list of contacts and databases needed to collect the relevant data and to discuss the activities and timeline for completing the statewide needs assessment. Roles and responsibilities for Florida Housing and the Contractor will be finalized. Data sharing and collection needs, as well as an effective outreach strategy for data acquisition, will be developed, and partnerships will also be determined. Additionally, final parameters, definitions and descriptions for who needs PSH in each subpopulation will be determined on the planning calls. This Activity will lay the foundation for the data collection, analysis and modeling tasks required for this work.

The Contractor will work in close collaboration with Florida Housing in all aspects of decision making.

Over the initial weeks of the project and as it evolves, the Contractor's project lead and program manager, with input and coordination with Florida Housing, will develop an outreach strategy that articulates an efficient and collaborative approach to secure data and other critical information from relevant agencies and partners. The Contractor will work to maintain communication that drives responsiveness from external resources and to make adjustments as necessary to ensure timely feedback.

Throughout the scope and course of this work, the Contractor will conduct all aspects of the project in partnership with Florida Housing staff and relevant stakeholders, and remain in contact with Florida Housing and the advisory group through regularly scheduled project check-in calls.

### **Activity 2: Data Collection**

*Activity and Tasks Timeline: Late-September – December 2020*

During this stage, in coordination with Florida Housing and the advisory group, the Contractor will enter into the necessary data sharing agreements or Memorandums of Understanding (MOUs) with relevant state and local agencies that maintain reliable data through ongoing programming. The Contractor will gather existing point in time data from HMIS, AHARs, APRs, PIT Counts and HICs, as well as collaborating with the Shimberg Center for Department of Education Homeless school children data and relevant state, regional and local agencies.

**Data-Sharing Agreements:** The Contractor is prepared to initiate MOUs and/or data-sharing agreements, only where necessary, with relevant agencies and stakeholders to complete Supportive Housing projections for the specified populations. While the Contractor does not currently have agreements in place with agencies in Florida, they have entered into such agreements previously with organizations and entities in the state through prior work and have extensive experience in establishing these types of agreements in communities across the country. Additionally, the Contractor has developed templates and models of such agreements in the format necessary to accomplish the goals of the needs assessment. However, the Contractor does not foresee that there will be a need for formal agreements given that aggregate data will be utilized for this assessment. The Contractor's Data and Analytics team, which has extensive experience coaching communities through the data sharing process, will be involved in conversations with agency representatives around data needs.

The Contractor has identified a number of agencies that maintain datasets relevant to our proposed methodology and the specified populations and subpopulations requested in the ITN. As the Contractor will not require access to any individually identifiable data, or any datasets containing Personally Identifiable Information (PII), nor data protected under HIPAA in order to conduct the needs assessment, the Contractor will seek out MOUs with each relevant agency that describe the format of data to be received and the purposes of the data release. Should the situation arise where relevant agencies are incapable of sharing data, or the acquisition of the data is prohibitive, the Contractor will identify placeholder data from statewide sources and will apportion data to jurisdictions based on population size or another relevant variable.

**Key Data Sources:** Agencies from which data may be sought include: the Florida Department of Children and Families, including the State Office on Homelessness, Office of Substance Abuse and Mental Health; Child Welfare; and Domestic Violence; the Managing Entities; Community Based Care Agencies; the Florida Department of Elder Affairs; the Agency for Persons with Disabilities; the Florida Department of Health; the Florida Agency for Healthcare Administration; the Florida Department of Corrections; and other relevant local agencies and stakeholders to obtain targeted point in time samples of de-identified data for persons experiencing Homelessness and those with Special Needs including: aging persons, child-welfare engaged families, youth aging out of foster care, survivors of domestic violence, persons receiving benefits under the SSI/SSDI program or from veterans' disability benefits, residents returning from incarceration with chronic disabilities, and the persons with intellectual/developmental disabilities (IDD).



Data requested from these sources ideally will include, but will not be limited to:

- Number of individuals and families accounted for on an average day within each system
- Number of individuals and families served per year within each system
- Average length of stay for individuals and families within each system
- Data suggestive of need for PSH, to include:
  - Rates of Homelessness prior to entry
  - Exits to Homelessness or unknown housing destinations
  - Rates of severe mental illness diagnoses
  - Rates of substance addiction diagnoses
  - Share of individuals and families on disability
  - For aging populations
    - Activities of Daily Living (ADL) scores
  - For child welfare populations
    - Number of families with housing as a barrier to reunification
    - Number of transition-aged youth in foster care
  - Income information for individuals and families if possible.

Where these data sources are unavailable, the Contractor will work with Florida agencies and the Shimberg Center for Housing Studies to identify alternative data that will also point to rates of need for PSH.

In assessing the Special Needs, Homeless and affordable housing landscape, the Contractor will use the most recent Rental Market Study conducted by the Shimberg Center, in combination with rental and income data that has been published since the study's publication, including data contained in the Florida Housing Data Clearinghouse, and any available and relevant data collected and/or maintained by Florida Housing or other databases that Florida Housing recommends.

The Contractor will format and organize the acquired data in preparation for the analysis, projections and financial modeling that will take place in Phase 2 of this workplan.

**Additional Tasks:**

- Identify and obtain publicly available data;
- Outreach to state, regional and local agencies to determine data collection methods;
- Enter into necessary data-sharing agreements/MOUs; and
- Engage in regular update calls to discuss data collection progress.

## **Phase 1 Milestones:**

### **Activity 1:**

- Research approach and methodology finalized;
- Creation of contact list and databases needed for data-gathering completed;
- Roles and responsibilities clearly defined; and
- Parameters, definitions and descriptions of various permanent housing needs by subpopulation clearly defined.

### **Activity 2:**

- Relevant data-sharing agreements and/or MOUs executed; and
- All relevant and accessible data collected.

## **Phase 2: Analysis and Projections Modeling**

*Timeline: December 2020 – May 2021*

### **Activity 3: Data Assessment and Projections Modeling**

*Activity and Tasks Timeline: December 2020 – April 2021*

The Contractor will utilize available data specified above to create a projected number of Affordable Housing and PSH units needed for Homeless individuals and those with Special Needs. In addition, the Contractor will need access to data for aging persons; child-welfare engaged families; persons with chronic disabilities, including residents returning from incarceration; survivors of domestic violence; and the IDD population to complete SH projections for those populations. Data for these populations will include average daily population, annual population served, and indicators suggesting overlap with PSH need (for example, disability rates, Homeless histories, current service provisions, etc.), and to the extent possible will be broken out by small, medium and large counties, as defined in section 420.5087, Florida Statutes.

To inform the rental housing projections, the needs assessment will include a projection of Housing Need to address unmet needs for: 1) The total number of PSH units statewide and by region; 2) The total number of Affordable Housing units statewide and by region; and 3) The total number of households that need funding support to assist them in overcoming cost barriers to entry into housing.

The methodology, described below, will collect, compile and analyze data related to the number of Homeless and Special Needs households statewide and further delineated by the three regions, and the characteristics of these households that will allow a projection of the amount and type of housing to meet the variety of needs.

**Housing Need Projection:** Rental housing projections for the purposes of this project will address the unmet need for the following:

- Total number of PSH units statewide by region,
- Total number of Affordable Housing units statewide by region, for the populations included in this project, and
- Total number of households that need funding support to assist them in overcoming cost barriers to entry into housing.

The projections the Contractor develops will provide detailed information to allow the State to develop realistic, responsive strategies to meet the need of the specified populations. These projects will include, at a minimum:

- An analysis of the rent burden throughout the state faced by those identified in the needs assessment,
- The location of needed housing by region, as delineated in the methodology,
- The number of housing units needed based on household income, grouped by units needed to serve those at or below 30% AMI and those at 30.01 - 60% AMI,
- The number of units by incomes to be served based on bedroom mix and any other broad design characteristics, including the number of accessible units for persons with mobility impairments,
- A description of the development types that may be most conducive to serving subpopulations and/or the variety of needs within subpopulations,
- The number and location by region of households that can manage restricted 60% AMI rents in Affordable housing, but that need move-in support, such as security deposits,
- The number and location by region of households that can manage restricted rents in PSH, but that need move-in support, such as security deposits, and
- Other housing characteristics as appropriate.

Projections will exclude households which are already living in Affordable Housing, PSH, or utilizing HUD-VASH or other rental assistance to assist them.

**Methodology:** The program model is an analytical process supported by tools developed by the Contractor over time that combines existing community data with local and national expertise of the Contractor that will result in the development of housing unit needs for PSH, including a breakout of the level of PSH need for targeted Homeless and Special Needs subpopulations; projected financial costs for the development and operation of such units, and the costs to lower barriers to entry to such housing.

Broadly, the Contractor’s integrated PSH needs assessment and financial modeling tool deploys a mixed-methods approach. It takes as an input data relating to the size of the populations accounted for in a variety of administrative systems, data describing the rates of need for PSH among those populations, and cost models associated with the development and delivery of housing and services to meet the identified need. Quantitative data describing population size and data-points indicating a relationship to PSH need are supported and supplemented by qualitative data generated in stakeholder interviews and conversations with staff familiar with the service population and its needs. The Contractor applies baseline assumptions about rates of need based on national research and best practices, combined with supporting evidence from geography-specific data systems to fit a rate-of-need assumption for each system. Duplication is accounted for by accessing data type (point-in-time, or census data, as well as annualized data) alongside data on the average duration of each sub-system’s intervention across the state. This process will require a range of activities, specifically:

- The Contractor will work with Florida Housing, the Shimberg Center for Housing Studies and pertinent state and other agencies, as listed above and as detailed in the **Key Data Sources** section under **Phase 1, Activity 2**, to obtain data on Homeless and Special Needs populations served and, based on those estimates, develop a statewide needs assessment for Affordable Housing PSH by region.
- As part of the initial data collection and review of state and local materials, the Contractor will establish a unified set of definitions and work with community stakeholders to adjust for duplication among Special Needs individuals and Homeless individuals with multiple diagnoses across state agencies subpopulations based on local assumptions.
- To produce an estimate of individuals and families experiencing Homelessness in a given targeted region over the course of a year, the Contractor will review Homeless data from the Shimberg Center for Housing Studies, including the information compiled from the Department of Education on Homeless schoolchildren, as well as existing local and national data sources including, but not limited to, local CoCs’ PIT Counts and AHARs, and apply a national multiplier as appropriate.
- To produce an estimate of individuals with Special Needs and their families in a given targeted region over the course of a year, the Contractor will review data from the Shimberg Center for Housing Studies, including the Florida Housing Data Clearinghouse and the most recent Rental Market Study prepared for Florida Housing, subpopulation data from relevant state agencies and other pertinent organizations to develop a count.

- The Contractor will work with Florida Housing to utilize all available data from Florida Housing databases, to the greatest extent possible while conducting its analysis and making projections.
- The Contractor will work with key stakeholders, including but not limited to leadership from local CoCs from the targeted regions, Managing Entities and Community Based Care Organizations, where appropriate, to assess additional variables and historical data around specific subpopulations, apply appropriate proxies, and make reasonable assumptions around the percent of individuals and families in need of Affordable Housing and PSH.
- Assessments regarding rates of need will be broken out by system by small, medium and large counties. Where necessary, certain systems may be represented according to different geographies (e.g., CoCs), to avoid apportionment errors. The Contractor will map the allotment of Affordable Housing and PSH by need both cumulatively and by system on a county basis and will aggregate those need totals across regions.
- Financial modeling on the range and scale of interventions deemed necessary considers a variety of cost inputs and development objectives. Costs will be broken into capital and operating for both Affordable Housing and PSH development. The financial model can then flexibly look at the impact on expenditures for a variety of development paradigms, including different development ramp rates. The Contractor will work with Florida Housing to determine the development paradigms that are most appropriate and will model the financial impact of developing both Affordable Housing and PSH.
- Both unit need modeling and financial modeling will be broken out by unit type and bedroom size, as well as additional factors such as number of accessible units needed, with cost estimates specific to the development of different family and individual units. The Contractor will leverage the extensive data already collected by Florida Housing and the Shimberg Center to aid in unit need and financial modeling. Unit type and mix needs are determined by identifying the different rates of family and individual need for Affordable Housing and PSH. The distribution of apartment unit mix will be determined based on the needs assessment data.
- The Contractor will draft an initial report of our data findings and will provide an initial review to Florida Housing.

#### **Activity 4: Fiscal Analysis**

*Activity and Tasks Timeline: January – May 2021*

The Contractor will work with Florida Housing, experts knowledgeable about HUD and other federal programs and the advisory committee to develop Florida-based cost scenarios that will:

- Model the capital cost of developing units,
- Project total funding needed to lower cost barriers to entry into housing, and
- Model projected property operating deficits and replacement reserves needed due to the low level of rents needed to sustain many of these households.

Tasks included under this activity include:

**Financial Modeling:** In consultation with Florida Housing and the advisory group, as well as any other subject matter experts needed, the Contractor will develop Florida-based cost scenarios that will include:

- Modeling the capital cost of developing units, based upon the housing need identified in the needs assessment for each type of housing and household income level identified, including an explanation of factors, if applicable, that differentiate the capital cost of developing PSH vs. Affordable Housing, for the specified populations, such as accessible units for mobility-impaired residents and extra common space for activities related to supporting Persons with Special Needs and Homeless people;
- Projecting total funding needed to lower cost barriers to entry into housing, based upon the needs assessment findings for both the number and location by region of households that can manage restricted 60% AMI (and below) rents in Affordable Housing, but need move-in support such as security deposits, and the number and location by region of households that can manage restricted rents in PSH, but that need move-in support, such as security deposits;
- Modeling projected property operating deficits and replacement reserves needed due to the low level of rents needed to sustain many of the specified households which will be based, at a minimum, on the housing types and ability-to-pay rent scenarios identified in the needs assessment; and determine which housing/subpopulation scenarios will require operating assistance and assistance with replacement reserves, and model cost requirements for each;
- Projecting total funding for housing needed to serve these populations by:
  - Providing a summary of total funding needed across capital, housing entry assistance and operating support costs to serve the total household populations identified in the needs assessment and aggregate funding at the state level and by region, as well as by identified housing types as appropriate, and
  - Identifying potential sources of funds to fill the gaps in funding for capital costs, costs to address barriers to entry, and property operating deficits and replacement reserves.

As part of the projections modeling process the Contractor will, as needed and in consultation with Florida Housing and the advisory group, survey local PSH providers and funders and other relevant stakeholders to determine costs per unit, both developed and scattered site. Development, operations and rental costs will be analyzed. When local estimates are not available, we will vet costs used in similar communities. They will ensure that Florida Housing, community partners and other stakeholders review all estimates to ensure the modeling is accurate and is applicable to community standards.

**Resource Identification and Alignment:** As stated in the ITN, as part of the Projections Modeling process, the Contractor will identify potential sources of funds to fill the gaps in funding for capital costs, costs to address barriers to entry, and property operating deficits and replacement reserves. The Contractor will work with Florida Housing and the advisory group, as well as other relevant stakeholders, to identify resources that may be contributed to PSH and Affordable Housing for the specified populations that could come from public or private sectors.

**Project Total Funding for Housing Needed to Serve Identified Populations:** The Contractor will provide a summary of total funding needed across capital, housing entry assistance, and operating support costs to serve the total household populations identified in the needs assessment. The summary will aggregate funding at the state level and by region, and by identified housing types as appropriate.

### **Phase 2 Milestones:**

**Activity 3:** Initial report of data findings presented to Florida Housing and advisory group for review.

**Activity 4:** Summary of Fiscal Analysis, including total funding needed across capital, housing entry assistance, and operating support costs for applicable subpopulations presented to Florida Housing and advisory group for review.

### **Phase 3: Final Report**

*Timeline: May – August 31, 2021*

#### **Activity 5: Drafting and Submission of Final Report**

*Activity and Tasks Timeline: May – August 31, 2021*

In this final phase of the workplan, the Contractor will draft and submit an initial report to Florida Housing and the advisory group for review, comments and feedback that includes:

- An executive summary,
- A list of those involved in the project,
- A definition of terms,
- An introduction and overview of the project,
- Financial modeling approach and methodology, an analysis of the data related to households studied and types of housing required,
- A summary and detailed description of the need for Affordable Housing and PSH by the specified Special Needs and Homeless populations,
- A summarized table compiling the total unit need for each type of housing under Affordable Housing and, separately, PSH,
- Projections Modeling components as specified in the ITN,
- Financial modeling of housing and housing supports needed to serve the specified populations, for each type of housing and household income level identified in the needs assessment, that includes the following cost barrier scenarios:
  - The number and location by region of households that can manage restricted 60% AMI and below rents in Affordable Housing that need move-in support, such as security deposits, and, separately,
  - PSH, but that need move-in support, such as security deposits.
- Potential sources of funds to fill the gaps in funding for capital costs, costs to address barriers to entry, and property operating deficits and replacement reserves,
- A summary of total funding needed across capital, housing entry assistance and operating costs to serve the total household populations identified in the needs assessment, with funding aggregated at the state level and by region, as well as by identified housing types, as appropriate,
- An explanation of factors, if applicable, that differentiate the capital cost of developing PSH from Affordable Housing for the specified populations,
- Data related to households studied and types of housing, and
- Findings and conclusions.

Upon completion and submission of the initial draft report to Florida Housing and the advisory group for review, the Contractor will facilitate a process for incorporating edits and additional review until an agreement on a final product is reached. The Contractor will provide the final report to Florida Housing in a format that meets the needs of Florida Housing for dissemination.



**Phase 3 Milestones:**

**Activity 5:**

- Initial draft report presented to Florida Housing and the advisory group for review process.
- Final report presented to Florida Housing.

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**EXHIBIT C  
PROJECT FEES AND TIMELINE FOR PAYMENT**

<b>Project Phase</b>	<b>Description</b>	<b>Cost</b>
Phase 1 – Need Assessment	The costs for this phase include all initial project planning activities, data collection activities as well as regular communication with Florida Housing and the advisory group.	\$31,000  To be billed and paid at the completion of Phase 1, based on completion of Phase 1 Milestones listed in Exhibit B.
Phase 2 – Analysis and Projections Modeling	The costs for this phase include all data analysis and projections modeling activities, fiscal analysis activities and regular communication with Florida Housing and the advisory group.	\$34,000  To be billed and paid at the completion of Phase 2, based on completion of Phase 2 Milestones listed in Exhibit B.
Phase 3 – Final Report	The costs for this phase include all Final Report activities, including the drafting and submission of the initial report, requested edits and report finalization.	\$15,000  To be billed and paid at the completion of Phase 3, based on completion of Phase 3 Milestones listed in Exhibit B.
<b>TOTAL:</b>		<b>\$80,000 (not to exceed)</b>

Costs are based wholly on anticipated project staff hours and the Contractor will not bill any additional or out of pocket costs. All meetings and consultations will take place virtually and no travel costs are expected or included. The total cost for this project will not exceed \$80,000.

The Contractor’s hourly consulting rates varies by staff position and for the purposes of this project are as follows:

- Managing Director (Sarah Gallagher) \$200/hour,
- Director (Kim Keaton) \$200/hour,
- Senior Program Manager (Robyn Andrews, Deirdre Bolden) \$160/hour,
- Program Manager (Gabe Schuster) \$140/hour,
- or their designated successors, respectively.

## **Performance Standards and Liquidated Damages**

The Contractor will provide the final report as outlined in Phase 3 of Exhibit B to Florida Housing no later than August 31, 2021. Unless the Parties mutually agree in writing to extend this deadline, the Contractor understands that a fee of \$1,280 will be imposed for each calendar day that the report is overdue. Liquidated damages will be limited to amounts received by Contractor under this Contract for this deliverable and in no event shall such amounts exceed \$15,000 in the aggregate.