

**Request for Proposals 2013-02**

**TRAINING, TECHNICAL ASSISTANCE AND COUNSELING EVALUATION  
SERVICES FOR THE FORECLOSURE COUNSELING PROGRAM FUNDED  
THROUGH THE NATIONAL MORTGAGE SETTLEMENT**

**for**

**FLORIDA HOUSING FINANCE CORPORATION**

**Issued: February 12, 2013**

**Deadline for Responses: March 12, 2013**

## **SECTION ONE INRODUCTION**

On January 17, 2013, the Legislative Budget Commission approved a \$10 million allocation from National Mortgage Settlement funds to provide foreclosure counseling services to be administered by Florida Housing. The funding will allow Florida Housing to carry out the following objectives:

- Help prevent homeowners from going into foreclosure; and
- Provide at-risk homeowners with good financial management education to help them better manage their money and assist them with credit problems to become financially stable.

Florida Housing proposes to meet these objectives by providing funding on a fee-for-service basis to United States Department of Housing and Urban Development (HUD) approved Housing Counseling Agencies (HCAs) to carry out foreclosure counseling services and financial management education. The program approach will be to provide counseling support for at risk homeowners that augments counseling provided through the National Foreclosure Mitigation Counseling (NFMC) Program and other programs when available.

Florida Housing estimates that this new program will serve a minimum of 10,500 homeowners. The objective of this new program is to more fully support homeowners through their delinquency resolution negotiations.

As part of the Foreclosure Counseling Program (FCP), Florida Housing is responsible for providing the following administrative services:

- Training on FCP program parameters provided in a classroom or virtual setting for HUD approved HCAs participating in the FCP, including financial management education to be provided to homeowners;
- Technical Assistance for HCAs participating in the FCP; and
- Counseling Evaluation of HCAs participating in the FCP.

If no adequate response is received from an entity qualified to perform all three elements, Florida Housing may elect to award the administration of the elements separately in order to maximize the quality of services being provided.

The services sought shall be performed in accordance with the terms and conditions set forth in this RFP, and/or any other terms and conditions negotiated and in any Contract subsequently awarded. Offerors shall be selected through Florida Housing's review of each response, considering the factors identified in this RFP, and any other factors that Florida Housing considers relevant to serving the best interests of Florida Housing and its mission.

## **SECTION TWO DEFINITIONS**

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

“Board”	The Board of Directors of Florida Housing Finance Corporation.
“Committee”	The review committee comprised only of employees of Florida Housing that is established pursuant to Fla. Admin. Code R. 67-49.007.
“Contract”	The document containing the terms and conditions of this RFP and any other term and condition that the parties agree to.
“Contractor”	A person or entity providing the professional services described in Section Four of this RFP.
“Days”	Calendar days, unless otherwise specified.
“Effective Date”	The date the last party signs the Contract(s) that is (are) awarded as a result of this RFP or as otherwise designated within the contract.
“Florida Housing”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
“Foreclosure Counseling Program” or “FCP”	The program created to provide foreclosure counseling services to homeowners with funding provided from the National Mortgage Settlement.
“Housing Counseling Agency” or “HCA”	A non-profit agency approved by the U. S. Department of Housing and Urban Development to provide housing counseling services to homeowners.
“Interested Party”	A person or entity that obtains a copy of the RFP from Florida Housing.
“RFP”	This Request for proposals, including all exhibits referenced in this document and all other documents incorporated by reference.
“Offeror”	Any person or entity who has the capability in all respects to perform fully the requirements contained in this RFP and

	submits a response to this RFP.
“Response”	The written submission by an Offeror to this RFP.
“Staff”	Any employee of Florida Housing, including the Executive Director.
“Threshold Item”	A mandatory requirement of the RFP. Failure to meet any requirement in the RFP designated as a “Threshold Item” shall result in rejection (no further action) of a Response.
“Website”	The Florida Housing Finance Corporation website, the Universal Resource Locator (URL) of which is <a href="http://www.floridahousing.org">www.floridahousing.org</a>

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

A. An Offeror must submit an original and five (5) copies of the Response in a sealed envelope marked “RFP 2013-02.” An electronic copy on a CD must be submitted at the same time as the hard copies. Each envelope or package containing Responses must clearly state the name of the Offeror. The Response that is the original must clearly indicate “Original” on that Response. Florida Housing will not accept a faxed or e-mailed Response.

Florida Housing must receive Responses on or before **2:00 p.m., Eastern Time, on Tuesday, March 12, 2013.**

Responses must be addressed to:

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

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

C. All services provided under the Contract awarded are to be performed solely by the Contractor(s), and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing.

- D. Florida Housing reserves the right to:
1. Waive minor deficiencies and informalities;
  2. Accept or reject any or all Responses received as a result of this RFP;
  3. Obtain information concerning any or all Offerors from any source;
  4. Schedule an oral interview before the Committee and/or the Board from any or all Offerors;
  5. Select for Contract negotiation or for award, a Response other than that with the highest score if, in the judgment of Florida Housing, its and the public's best interest shall be served; and
  6. Negotiate with the successful Offerors with respect to any additional terms or conditions of the Contract.
  7. Pursuant to Fla. Admin. Code R. 67-49.004, Florida Housing may modify the terms of the RFP at any point prior to the due date of Responses. A notice of such modification shall be posted on Florida Housing's Website and shall be provided to potential Offerors who requested copies of the RFP. The deadline for receipt of Responses may be extended as deemed necessary by Florida Housing.

E. Any Interested Party may submit any question regarding this RFP in writing via mail, fax, or e-mail to Sherry Green at the address given in Section Three, paragraph A. All questions are due by 5:00 p.m., Eastern Time, on Tuesday, February 19, 2013. Phone calls will not be accepted. Florida Housing expects to respond to questions by 5:00 p.m., Eastern Time, on Friday, February 22, 2013. Florida Housing shall post a copy of all questions received and their answers on Florida Housing's Website at:

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

Florida Housing shall also send a copy of those questions and answers in writing to any Interested Party that requests a copy. Florida Housing shall determine the method of sending its answers, which may include regular U.S. mail, overnight delivery, fax, e-mail or any combination of the above. Only written responses or statements from Sherry Green or her designee that are posted on the Website shall bind Florida Housing. No other means of communication, whether oral or written, shall be construed as an official response or statement from Florida Housing.

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

G. The initial term of the Contract shall be for two (2) years renewable on an annual

basis for as long as there are funds available in the program, contingent upon satisfactory performance evaluations by Florida Housing.

## **SECTION FOUR OBJECTIVES AND SCOPE OF SERVICES**

The Contractor shall perform and render the services identified below as an independent contractor and not as an agent, representative, or employee of Florida Housing. The Contractor shall demonstrate in the Response that the organization is capable of developing and implementing training statewide on: program parameters and implementation and provision of a financial management education program; technical assistance; and HCA evaluation in a timeframe prior to the start up of the actual counseling and education activities which is anticipated to occur as early as May 2013 and not later than June 2013.

These services shall be known as “Contractor and professional services” and shall include, but are not limited to, the provision of advice and assistance to Florida Housing and HCAs participating in the Foreclosure Counseling Program in the following areas:

### **A. Training**

The Contractor shall develop and deliver training services to counseling staff of HCAs that are approved by Florida Housing to participate in the FCP. Training will focus on:

1. Program parameters and processes-The Contractor shall provide a comprehensive overview of the requirements of the FCP program to include policies, procedures and any subsequent guidelines that govern the implementation and management of the FCP.
2. Financial management education -For HCA’s participating in the FCP that do not have a current financial management education program that is acceptable to Florida Housing, the contractor shall recommend or provide a program, including materials. The ideal program, or programs, shall be designed for and available for both in-person and web based training sessions.

The format, content and products employed in training shall be approved by Florida Housing prior to implementation.

### **B. Delivery of Training**

Delivery of training shall be in the form of in-person workshops and webinars with the following requirements:

1. Classroom Workshops

- (a) The Contractor shall conduct in person workshops, in consultation with Florida Housing, as contracted, specifically designed for staff of HCAs that are approved to participate in the FCP administered by Florida Housing. Instructors for training workshops must be knowledgeable in the subject matter and have experience providing similar types of training.
- (b) Training locations shall be selected to assure geographic distribution and access to interested parties.
- (c) The Contractor shall be responsible for scheduling all meeting rooms, speakers, and any associated payment.
- (d) The Contractor shall be responsible for the registration of all participants.

## 2. Webinars

- (a) The Contractor shall conduct webinars, as contracted and directed by Florida Housing, specifically designed for staff of HCAs that are approved to participate in the FCP. Instructors for webinars must be knowledgeable in the subject matter and have experience providing similar types of training.
- (b) The Contractor shall be responsible for the registration of all webinar participants.

## **C. Technical Assistance**

Working in consultation with Florida Housing, the Contractor shall deliver technical assistance to staff of HCAs that are approved to participate in the FCP administered by Florida Housing. Delivery of technical assistance will primarily be in the form of off-site technical assistance (telephone, website and e-mail) and on-site technical assistance meeting the following criteria:

### 1. Telephone and E-mail Technical Assistance

- (a) The Contractor shall provide telephone technical assistance through the installation and operation of a Florida toll-free telephone line to be used for the purpose of providing technical assistance to HCAs participating in the Foreclosure Counseling Program.
- (b) All costs associated with the installation, staffing and maintenance of the toll-free line shall be paid for by the Contractor.
- (c) The Contractor shall establish an e-mail address(es) to receive messages from participating HCAs.

## 2. On-site Technical Assistance

- (a) The Contractor shall be responsible for providing on-site technical assistance to HCAs participating in the FCP.
- (b) With prior approval from Florida Housing, a Contractor shall carry out on-site technical assistance as a result of a request from an HCA; a recommendation for an HCA based on the results of a counseling evaluation review; or direction from Florida Housing about the need for a particular HCA.
- (c) All costs associated with the on-site visit must be paid for by the Contractor including: salaries, materials, preparation and research time to deliver the technical assistance to the customer and all travel related expenditures.

## 3. Website

The Contractor shall establish and maintain a website that provides information related to the FCP that is accessible by HCA staff members.

### **D. Counseling Evaluation**

The Contractor shall perform counseling evaluation reviews on a schedule as directed by Florida Housing to evaluate HCAs that are participating in the FCP. Florida Housing will provide a list of HCAs for counseling evaluation review to the Contractor on a quarterly basis. The Contractor will schedule the actual time and day for the review with the HCA. The counseling evaluation will assess the quality of foreclosure counseling being provided by the HCA to its clients.

- 1. At a minimum, the following review areas will be part of counseling evaluation:
  - (a) Staff knowledge of program and procedures - The Contractor shall review the written procedures regarding all program processes, including intake, and screening.
  - (b) Staff delivery of actual counseling services and financial management education training to homeowners.
  - (c) HCA procedures for communicating with clients through telephone, e-mail and written correspondence to insure that the HCA is providing the client with necessary information related to their case in a timely and professional manner.

- (d) HCA system of tracking of clients through the process and the ability to provide required information on clients to Florida Housing.
- (e) All facilities used by the HCA for in-person counseling of clients are safe, clean and accessible to all clients.

## 2. Reporting

- (a) Following a counseling evaluation review, the Contractor shall submit a written report to Florida Housing detailing the results of the review. The results will include a report on outstanding issues and problems that require additional assistance. The report will be used by Florida Housing and the Contractor to determine:
  - 1. Whether the HCA was provided technical assistance on-site at the time of the Counseling Evaluation.
  - 2. Whether the HCA is in need of a follow up on-site technical assistance visit.
  - 3. Whether the HCA is in need of off-site technical assistance.
  - 4. Whether the HCA is in need of a follow up Counseling Evaluation review due to issues encountered during the review visit.

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

In providing the following information, please restate each item and sub-item (with its letter and number). Responses to the items must be included immediately after the restated items.

### **A. COVER LETTER**

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

- 1. The name, job title, address, office and cellular telephone numbers, and e-mail address of a primary contact person and any backup contacts that will be accessible if the primary contact cannot be reached.
- 2. Legal business status, address and telephone number of the Offeror.

### **B. GENERAL INFORMATION**

- 1. Provide evidence of certification from the Department of State that the

Offeror is qualified to do business in the State of Florida.

**C. EXPERIENCE, RESOURCES AND QUALIFICATIONS**

1. History (5 points)

Provide evidence that the Offeror has the ability to provide training, technical assistance and counseling evaluation statewide, and a proven track record of successfully providing these services.

Provide a brief history of the Offeror, including the year organized and the total number of staff that will be assigned to this program.

2. Experience (15 points)

Identify all staff who will provide training, technical assistance and/or counseling evaluation under FCP, including for each person: position, length of time as a staff member, particular areas of expertise and length of time working in each area of expertise; specific experience and any housing counseling or other certifications that are considered germane when considering training, technical assistance, and counseling evaluation; and percentage of time that will be dedicated to FCP by each staff member .

(a) For any staff with certifications, provide applicable proof of certification.

3. Training (25 points)

(a) Describe the Offeror's plan for providing training as described in Section Four (A) of this RFP. In the plan, discuss in-person workshops and webinars.

(b) Describe any additional training activities the Offeror is capable of providing.

(c) Describe items from Section Four (A) of this RFP that the Offeror does not propose to provide, if any.

4. Technical Assistance (25 points)

(a) Pursuant to Section Four (B), describe the Offeror's plan to provide technical assistance to HCAs. Describe the delivery of technical assistance provided through on-site technical assistance, establishment of statewide technical assistance delivery capacity, maintenance of technical assistance through a web-based presence and statewide communications assistance. Such technical assistance shall include, but not be limited to, all items in Section Four (B) of this RFP.

(b) Describe any additional technical assistance activities the Offeror is capable of providing.

(c) Describe items from Section Four (B) that the Offeror does not propose to provide, if any.

5. Counseling Evaluation (25 Points)

(a) Pursuant to Section Four (B), describe the Offeror's plan to provide counseling evaluation to HCAs.

(b) Describe any additional counseling evaluation activities the Offeror is capable of providing, why they should be considered for this program, and what benefits they provide.

(c) Describe items from Section Four (C) that the Offeror does not propose to provide, if any.

6. Marketing (5 points)

Provide a description of plans for marketing the training and technical assistance proposed under this RFP, using such formats as newsletters, e-mail news distributions, web-site(s), printed materials, professional association organizations, or other avenues for marketing the proposed training and technical assistance.

7. Additional Services

The Offeror may propose alternative or additional services to those described in this RFP that the Offeror believes are warranted to support Florida Housing's implementation of the FCP. Include detailed descriptions of these services and the reasoning and benefit for inclusion in the program.

**D. COSTS/FEES (10 points)**

Florida Housing may use up to 7.5% of the \$10 million provided for this program for administrative costs. Administrative costs include compliance monitoring and data management over the program period in addition to the services contemplated in this RFP.

The scope of administrative services for the FCP is likely to cover 4-5 years.

The Offeror should propose a plan and associated fees that respond to cost limitations, yet provides the best coverage to meet the services described in this RFP.

Costs and Fees will be negotiated by Florida Housing with the Contractor(s) selected to provide the services contemplated in this RFP.

Please provide proposed costs for the specific services detailed in Section 4.

<b>Service</b>	<b>Proposed Cost per Unit</b>	<b>Unit</b>
4.A.1. Workshops		Per workshop
4.A.2. Webinars		Per webinar
4.B.1. Telephone and Email TA		Per month
4.B.2. On-site TA		Per 1 day visit
4.B.3. Website		Per month
4.C.1 Counseling Evaluation		Per 1 day visit and per 2 day visit

E. DRUG-FREE WORKPLACE

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

F. MINORITY BUSINESS ENTERPRISE

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

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

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

**SECTION SIX  
CERTIFICATION**

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

A. The Offeror submits this Response without prior understanding, agreement, or connection with any person or entity submitting a separate Response for the same services. However, any agreement with a person or entity with whom the Response is jointly filed, and such joint filing is made clear on the face of the Response, shall be an

exception so long as the Response is in all respects fair and without collusion or fraud.

B. Any material submitted in response to this RFP is a public record pursuant to Chapter 119, Fla. Stat., and subject to examination upon request, after Florida Housing provides a notice of decision pursuant to Section 120.57(3), Fla. Stat., or within 10 Days after the Response is opened, whichever is earlier.

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

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

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

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

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

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

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

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

D. For the purpose of Section 420.512(5), Fla. Stat., “Prohibited Business

Solicitation Communications” is defined by Section 420.503(31), Fla. Stat., which provides:

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

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

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

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

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

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

informed of such activities in writing.

G. In addition to the conflict of interest rules imposed by the Florida Statutes, the Offeror(s) that is (are) selected to provide these services may not engage in any actual, apparent, or potential conflict of interest. Should any such actual apparent, or potential conflict of interest come into being subsequent to the effective date of the Contract and prior to the conclusion of the Contract, the Offeror shall provide notification (Notice of Conflict of Interest) to Florida Housing, through first class certified mail, return receipt requested, within 10 working Days, seeking written consent from Florida Housing's Executive Director. If the Offeror is found to be in non-compliance with this provision, without written consent from Florida Housing's Executive Director, any compensation received in connection with the Contract shall be subject to forfeiture to Florida Housing.

H. Certification Statement (Threshold)

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

**"I agree to abide by all conditions of RFP 2013-02 and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response as the Applicant and that I am in compliance with all requirements of the RFP, including but not limited to, the certification requirements stated in Section Five of this RFP."**

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Authorized Signature (Original)

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Print Name and Title

**SECTION SEVEN  
EVALUATION PROCESS**

Individual Committee members shall independently evaluate and rank the Responses. As indicated in this section, points shall be assigned to certain items presented in Section Six of this RFP. The individual Committee members shall evaluate the Responses by reviewing the answers to each of the items and assigning points up to the maximum points allowed for each item. The Committee shall not use those items without points assigned in computing the numerical score, but shall use them as part of their evaluation and recommendation process, for informational purposes, or as a basis for possible disqualification. The Committee shall also use the various scored items as a part of its evaluation and recommendation process. Based on the criteria for selection, committee members shall rank each Response with the highest rank being

“1”. The Committee may conduct one or more public meetings during which members may discuss their evaluations, make any adjustments deemed necessary to their evaluations to best serve the interests of Florida Housing’s mission, interview Offerors, observe presentations by Offerors, and develop a recommendation or series of recommendations to the Board. The Committee and/or Staff may make a recommendation, in addition to providing the ranking information and the information from the non-scored items to the Board for the Board to use in making the final selection. The Committee and/or Staff may also give the Board a written and/or verbal narrative describing the reasons for any recommendation. In the event of a tie, Florida Housing shall give preference to the Response certifying a drug-free workplace has been implemented in accordance with Section 287.087, Fla. Stat. If a tie continues to exist, Florida Housing shall give preference to minority business enterprises as defined in Section 288.703, Fla. Stat. Staff may recommend that the Board conduct oral interviews as part of the evaluation process to select the Offeror. The Board may use the Responses, the Committee’s ranking, the non-scored items in the Responses, any other applicable or relevant information or recommendation provided by the Committee or Staff, any oral presentations of Offerors and any other information the Board deems relevant in its selection of Offerors to whom to award a Contract.

The points available for each of the items to be evaluated are as follows:

<u>Item Reference</u>	<u>Maximum Points</u>
History.....	5
Experience.....	15
Training.....	25
Technical Assistance.....	.25
Counseling Evaluation.....	.25
Marketing.....	5
Fees.....	10
Certification Statement.....	...Threshold Item
Total Points Available.....	110

**SECTION EIGHT  
AWARD PROCESS**

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