

**REQUEST FOR PROPOSALS (RFP) 2024-15**

**AUDITING SERVICES**

**for**

**FLORIDA HOUSING FINANCE CORPORATION**

**August 12, 2024**

## **SECTION ONE INTRODUCTION**

Florida Housing Finance Corporation (“Florida Housing”) is soliciting competitive, sealed responses from qualified certified public accounting firms to provide auditing services in accordance with the terms and conditions set forth in this Request for Proposals (RFP), 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 RFP. Florida Housing expects to select one Respondent that proposes to provide all of the services specified in this RFP.

## **SECTION TWO DEFINITIONS**

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

“Auditor”	A person or entity providing the professional services described in Section Four of this RFP.
“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.
“Days”	Calendar days, unless otherwise specified.
“Effective Date”	The date the last party signs the contract that is awarded as a result of this RFP.
“FAF Agreement”	The Financing Adjustment Factor (FAF) Refunding Agreement between Florida Housing and HUD dated December 1, 1992.
“Florida Housing”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
“Guarantee Program”	The Florida Affordable Housing Guarantee program that Florida Housing administers pursuant to Sections 420.507 and 420.5092, Fla. Stat. and Fla. Admin. Code R. 67-39.
“HUD”	The United States Department of Housing and Urban Development.

“Joint Venture”	A legal entity comprised of two or more business entities engaged in the joint execution of a particular transaction for mutual profit. For all intents and purposes regarding this RFP any Joint Venture shall be treated as a partnership, with full responsibilities and liabilities applying severally to each business entity of the Joint Venture.
“Respondent”	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 a Respondent to this RFP.
“RFP”	This RFP, including all exhibits referenced in this document and all other documents incorporated by reference.
“Subcontractor”	An entity which contracts with the Respondent to perform a specific part or parts of the services undertaken by the Respondent pursuant to this RFP. For the purposes of this RFP, any Subcontractor shall be bound by and shall comply with the provisions of the Contract between Florida Housing and the Auditor regarding the specific part or parts of the subcontracted services.
“Website”	The Florida Housing Finance Corporation website, the URL of which is <a href="http://www.floridahousing.org">www.floridahousing.org</a> .

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

A. Respondents will submit their Response to:

<https://www.floridahousing.org/legal/procurements/RFP-2024-15-Document-Upload>

Florida Housing must receive the entire Response on or before 2:00 p.m., Eastern Time, on September 10, 2024, 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 (RFP 2024-15) 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 RFP 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 Auditor, unless subcontracted or assigned with the prior written approval and consent of Florida Housing.

D. Florida Housing reserves the right to:

1. Waive minor deficiencies and informalities;
2. Accept or reject any or all Responses received as a result of this RFP;
3. Obtain information concerning any or all 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 RFP 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 August 27, 2024. Phone calls will not be accepted. Florida Housing expects to respond to all questions in writing by 5:00 p.m., Eastern Time, on September 3, 2024. 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/request-for-proposals>.

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. 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.

G. Any person who wishes to protest the specifications of this RFP must file a protest in compliance with Section 120.57(3), Fla. Stat., and Rule Chapter 28-110, Fla. Admin. Code. 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.

H. The term of the contract will be for three years, subject to satisfactory performance at the sole discretion of Florida Housing. If the parties mutually agree in writing, the contract may be

renewed once for an additional three years. The auditor must be prepared to perform the required services beginning with the year ending December 31, 2024.

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

J. Pursuant to Rule 67-49.004, Fla. Admin. Code, Florida Housing may modify the terms of the RFP 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.

K. The terms of this RFP, and any modifications thereto, will be incorporated into any contract offered as a result of this RFP. 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**

Florida Housing was created by Chapter 420, Part V, Fla. Stat. as a public corporation. It is a discretely presented component unit of the State of Florida for financial reporting purposes.

Florida Housing issues bonds, allocates federal tax credits, and administers federal and state funded programs to finance single family and multifamily affordable housing in the State of Florida. Bonds issued by Florida Housing (other than the Guarantee Program issues, if any) are payable, both as to principal and interest, solely from the assets of the various programs which are pledged under the resolutions authorizing the particular issues. These issues do not constitute an obligation, either general or special, of Florida Housing, the State of Florida or of any local government herein.

In conjunction with the refunding of certain multifamily revenue bonds, Florida Housing and HUD signed a FAF Agreement. This refunding reduced interest rates and permitted HUD to recapture Section 8 Funds used to subsidize FAF developments financed by the bonds. HUD also made available to Florida Housing fifty percent (50%) of the net recaptured funds attributable to this refunding to provide decent, safe, and sanitary housing affordable to very-low income families or persons. Eight loans totaling approximately \$5.6 million were outstanding on December 31, 2023.

In accordance with Chapter 420.507(40), Fla. Stat., Florida Housing has established subsidiary business entities for the purpose of taking title to, managing and disposing of property acquired by Florida Housing. These subsidiaries are blended component units of Florida Housing.

Florida Housing's audited financial statements are available online [here](#).

Services to be provided by the Auditor for each fiscal year being audited shall include, but are not limited to, the following:

A. Perform an examination of Florida Housing’s financial statements sufficient in scope to allow the Auditor to express its opinion that the financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America and present fairly the financial position as of December 31 and the related statements of revenues, expenses, and changes in financial position and cash flows for the year then ended as required by Generally Accepted Auditing Standards (GAAS). Prepare the Independent Auditor’s Report on Compliance and on Internal Control Over Financial Reporting based on an audit of financial statements performed in accordance with Government Auditing Standards (GAS). Florida Housing anticipates that all fieldwork shall be completed no later than 120 Days after year-end and that all reports shall be delivered to Florida Housing no later than 150 Days after year-end. All statements will provide for single year presentation unless otherwise instructed by Florida Housing. The statements may or may not include supplementary combining schedules as annually determined by Florida Housing. The scope of the audit shall encompass the activities necessary to establish compliance with:

1. Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants in its Statements on Auditing Standards, as have been incorporated by reference in the Rules of the Florida Board of Accountancy;
2. *Government Auditing Standards*, issued by the Comptroller General of the United States, known as the Yellow Book;
3. The Single Audit Act Amendments of 1996, the Florida Single Audit Act (Section 215.97, Fla. Stat.), and Office of Management and Budget (OMB) Compliance Supplement (2 CFR Part 200, Appendix XI), and other applicable federal law, as required and as may be amended from time to time, as applicable; and
4. The term “financial audit” as defined in Section 11.45(1)(d), Fla. Stat.

B. Florida Housing’s financial statements are required to be prepared in accordance with GAAP. In the event that authoritative bodies, principally the Governmental Accounting Standards Board (GASB), promulgate modifications to GAAP during the period of the engagement, the Auditor will apprise Florida Housing of such modifications and advise Florida Housing how best to implement such changes.

C. Perform procedures as needed, including, but not limited to, those related to the Affordable Housing Guarantee Program Debt Service Reserve Funds sufficient to comply with Section 420.5092(6)(a), Fla. Stat.

D. Present necessary reports required by applicable standards, laws or rules.

E. Make recommendations to improve the economy and efficiency of Florida Housing operations.

F. Appear before Florida Housing’s Board of Directors and/or Audit Committee to make oral presentations of the written reports and as otherwise may be requested by Florida Housing.

G. Retain work papers and reports for a minimum of three years from the date of the audit report unless notified by the Auditor General to extend the retention period.

H. Make all audit work papers available upon request to authorized federal or state of Florida personnel and the Florida Auditor General, or their designee, at the completion of the audit.

I. Transmit to Florida Housing in electronic format one copy of each report as specified in this section. The electronic format shall be as directed by Florida Housing. Any and all deliverables under this contract may be posted to Florida Housing's Website. Florida Housing may also, in other documents such as bond offerings, refer to the deliverables posted on the Website. No deliverable will be reproduced in another document without prior notification to the Auditor.

J. Supervise and monitor all Subcontractors, if any.

K. Perform an examination of a single family or multifamily bond issue or indenture sufficient in scope to allow the Auditor to express its opinion that the financial statements of that issue or indenture have been prepared in accordance with accounting principles generally accepted in the United States of America and present fairly the financial position as of December 31 and the related statements of revenues, expenses, and changes in net position, and cash flows for the year then ended as required by GAAS, if requested by Florida Housing.

L. Perform procedures and prepare reports required by state or federal oversight agencies, if requested by Florida Housing, including but not limited to:

1. Provide Florida Housing with such additional information as may be reasonably requested of Florida Housing by a federal oversight agency, including an audit report of funds expended or received by Florida Housing.

2. Perform agreed upon procedures triennially or as otherwise required or requested. Such procedures may include a programmatic review of Florida Housing's compliance with the FAF agreement, and a review of the assistance provided and the families and persons assisted. The next triennial review is due for the three years ending December 31, 2026;

## **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 RFP, 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 RFP 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 RFP, 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(34), 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 is in compliance with Section 448.095, Fla. Stat.

G. 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.

H. The Respondent attests, under penalty of perjury, that it does not meet any of the criteria in Section 287.138(2)(a) – (c), Fla. Stat.

I. 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:

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

2. 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.

3. 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.

4. 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’s custodian of public records, in a format that is compatible with Florida Housing’s information technology systems.

**If the Auditor has questions regarding the application of Chapter 119, Florida Statutes, to the Auditor’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**

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

J. 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 RFP, unless that Respondent has Florida Housing’s written consent after Florida Housing has been fully informed of such activities in writing.

K. 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 the 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.

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

M. 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 MANDATORY ITEM. FAILURE TO INCLUDE THE CERTIFICATION STATEMENT BEARING AN ORIGINAL SIGNATURE, EXACTLY AS STATED AND WITHOUT ANY ADDITIONS, DELETIONS OR CAVEAT LANGUAGE, WILL RESULT IN REJECTION OF THE RESPONSE.**

“I agree to abide by all conditions of RFP 2024-15 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 RFP, including but not limited to, the certification requirements stated in Section Five of this RFP.”

---

Authorized Signature (Original)

---

Print Name and Title

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

In providing the following information, restate each item and sub-item (with its letter and number), limit your Response to one attachment. 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 following information.

1. 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.

2. Legal business status (individual, partnership, corporation, etc.) and address and telephone number of the Respondent.

#### **B. GENERAL INFORMATION**

1. Provide a description of the Respondent’s firm including the year organized, ownership, and the total number of audit staff employees by staff level designation, i.e. senior, manager, etc., a summary of revenues and the percentage of revenues earned from auditing/accounting, tax, management consulting, and other services for the latest year end.

2. Provide documentation of the Respondent’s ability to meet the following minimum professional qualifications. The following minimum professional qualifications must be met in order to be considered for Contract award.

a. The Respondent must be a certified public accounting firm.

b. The Respondent must have annual auditing/accounting revenues in excess of \$2 million.

c. The Respondent and any Subcontractor must be independent according to applicable standards of the American Institute of Certified Public Accountants and Government Auditing Standards.

d. The Respondent must have performed audits of a state, local government, or an affordable housing finance entity with assets of over \$100 million within the last three years. Related experience with mortgage and commercial banks, with assets exceeding \$500 million that have substantial activity in the origination of mortgage loans may also be acceptable.

e. The Respondent must provide information regarding the identity of proposed Subcontractors or members of a Joint Venture, if any.

f. The Subcontractor, if any, must have performed audits of a state, local government, or an affordable housing finance entity within the last three years. Related experience with mortgage and commercial banks that have substantial activity in the origination of mortgage loans may also be acceptable.

3. Documentation of a minimum of \$3 million in professional liability errors and omissions insurance is required prior to contract signing and annually thereafter. Identify if such insurance is currently in place or briefly describe the plan to have it in place prior to contract signing.

4. Provide documentation from the Florida Department of State that the Respondent, and Subcontractor, if any, is qualified to do business in the State of Florida, and provide a copy of the Respondent's and Subcontractor's current licenses from the Florida Department of Business and Professional Regulation.

### C. FIRM EXPERIENCE AND CAPABILITY

1. Describe in detail attestation engagements with a state government, a local government, and/or an affordable housing finance entity with assets of \$100 million and/or related experience with mortgage and commercial banks with assets exceeding \$500 million that have substantial activity in the origination of mortgage loans that clearly support the experience as set forth in the minimum qualifications. Describe how this experience demonstrates the ability to provide the services outlined for the respective activities in Section Four.

2. Describe the firm's policy on assignment and rotation of engagement partners. Explain the management approach to be used for this engagement to assure maximum effectiveness, efficiency, and benefit. Describe the firm's approach to partner review of work performed under this contract.

3. Document the Respondent's ability to complete assignments in a timely manner.

4. Provide a description of to what extent, if any, the Respondent, and any Subcontractors, including all holding companies and subsidiaries, or any officers or directors or other personnel are now, or have been during the five years ended June 30, 2024, under indictment, investigation or order issued by a regulatory or governmental entity, or engaged in litigation or subject to an order from a court of competent jurisdiction. If any such condition exists, or existed in the time period specified, discuss the outcome and to what extent this could impair the level of service of the Respondent or any Subcontractor. In addition, describe any allegations made against the Respondent or any Subcontractor for the period January 2019 through the date of the proposal of which Florida Housing should be aware.

5. Provide a list of all governmental clients for which the Respondent has performed services during the three years ended June 30, 2024, including bond-issuing and state housing finance entity clients. Identify the type of service provided for each client.

6. Provide a list of all governmental client accounts terminated during the three years ended June 30, 2024 and provide the reason for termination.

7. Provide a copy of the most recent quality control review report and any other documentation regarding an independent review of your procedures, audits or services performed. Include documentation regarding resolution of any conditions identified. Clearly identify any outstanding unresolved items.

8. Describe the Respondent's approach to keeping clients informed of new, proposed or revised accounting pronouncements, standards, guidelines, accounting changes, auditing procedure additions or changes, and changes in markets or in regulations, especially as related to state housing finance agencies.

#### D. EXPERIENCE/QUALIFICATIONS OF PERSONNEL

1. Identify the engagement partner(s) and manager(s), including Subcontractors, if any, to be assigned to this engagement, including their qualifications, experience and office location(s). All partners and managers assigned during the term of this contract shall be currently active and licensed certified public accountants.

2. Provide the location(s) of the office(s) from which the work on this engagement is expected to be performed and a description of the range of activities performed by the office(s) to be assigned to this engagement.

3. Provide the number or percentage of fieldwork hours that staff is expected to be onsite at Florida Housing.

4. Describe the procedures used by the Respondent, and Subcontractor, if applicable, for changing assigned staff during the audit, including how the quality of staff over the term of the agreement will be maintained.

5. Describe the composition of the audit team by position levels.

6. Describe in detail the extent to which Subcontractors will be used to perform the services including, but not limited to, the number of audit hours or percentage of audit time and the type of audit work to be performed by all Subcontractors.

#### E. APPROACH TO SERVICES

1. Describe the Respondent's approach to creating and negotiating a letter of engagement for the term of the contract. Provide a copy of the firm's standard format for an engagement letter. Indicate which items in the engagement letter the Respondent expects are non-negotiable, aside from those items required by applicable audit standards. Discuss the Respondent's usual method of conflict resolution.

2. Describe the Respondent's audit approach for the engagement including, but not limited to, the following:

a. Risk assessment and audit planning.

b. Use of audit and/or other specialists.

c. Gaining and documenting an understanding of Florida Housing's business, its transactions, and internal controls.

d. The types and formats of client schedules and any other information to be provided by Florida Housing.

e. Tentative schedule for completing required reports by due dates specified in Section Four of this RFP including tentative dates for performance of interim audit work, if any.

f. The plan for transitioning from the predecessor auditing firm, if necessary.

3. Describe how the Respondent will develop and provide recommendations on a regular, but no less than annual, basis to improve Florida Housing's present financial management, procedures, and internal controls.

#### F. FEES

Provide a flat fee for the services outlined in Section Four, Scope of Services, Items A. – J. of this RFP. Include the estimated number of hours for the engagement type and an hourly rate for each staff member that will be assigned to the engagement.

*FINAL FEE SCHEDULE WILL BE SUBJECT TO NEGOTIATION.*

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 RFP 2024-15, 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 RFP 2024-15, 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 LOCATED IN SECTION FIVE OF THIS RFP BEARING AN ORIGINAL SIGNATURE WILL RESULT IN REJECTION OF THE RESPONSE.**

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**SECTION SEVEN  
EVALUATION PROCESS**

The individual Committee members will independently evaluate the Responses by reviewing the answers to each of the items identified in Section Six of this RFP 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:

<u>Item Reference</u>	<u>Maximum Points</u>
B. General Information.....	10
C. Firm Experience and Capability .....	30
D. Experience/Qualifications of Personnel.....	25
E. Approach to Services .....	20
F. Fees .....	15
<b>Total Points Available.....</b>	<b>100</b>

For the Fees, the Respondent with the lowest proposed total flat fee 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:

$\frac{\text{Lowest Proposed Total Flat Fee}}{\text{Current Respondent's Proposed Total Flat Fee}}$	=	%	x	15	=	Total Points Awarded for that "Total Fee" (Rounded to the nearest whole number)
---	---	---	---	----	---	---

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.

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. <sup>1</sup>

---

<sup>1</sup> Pursuant to s. 287.05701 Fla. Stat. (2023), Florida Housing may not request documentation of or consider a vendor's social, political, or ideological interest when determining if the vendor is a responsible vendor. Additionally, Florida Housing may not give preference to a vendor based on the vendor's social, political, or ideological interests.

## **SECTION EIGHT AWARD PROCESS**

Florida Housing will 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. 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.