

REQUEST FOR QUALIFICATIONS (RFQ) 2018-04

CAPITAL NEEDS ASSESSMENT SERVICES

for

FLORIDA HOUSING FINANCE CORPORATION

June 18, 2018

SECTION ONE INTRODUCTION

Florida Housing Finance Corporation (“Florida Housing”) is soliciting competitive, sealed responses from qualified firms to provide Capital Needs Assessment services in accordance with the terms and conditions set forth in this Request for Qualifications (RFQ), and any other term and condition in any contract subsequently awarded. Respondents will be selected and determined through Florida Housing’s review of each response, considering the factors identified in this RFQ. Florida Housing expects to select one or more Respondents that propose to provide all of the services specified in this RFQ to be placed on a list of qualified providers that will be approved to conduct Capital Needs Assessments as required by Florida Housing.

SECTION TWO DEFINITIONS

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

“Applicant”	Any person or legal entity that is seeking a loan or funding from the Corporation by submitting an Application or responding to a competitive solicitation pursuant to Rule Chapter 67-60, F.A.C., for one or more of the Corporation’s programs. Applicant also includes any assigns or successors in interest of the Applicant.
“Board”	The Board of Directors of Florida Housing Finance Corporation.
“CNA”	Capital Needs Assessment.
“CNA Consultant”	The principal or primary staff member employed by or associated with the CNA Provider who has overall responsibility for the quality and accuracy of all work performed by CNA Provider staff.
“CNA Provider” or “Contractor”	A person or entity providing the professional services described in Section Four of this RFQ.
“CNA Reviewer”	The individual that both exercises responsible control over the field observer and who reviews the CNA prior to delivery to the user.
“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 RFQ.
“Florida Housing” or “FHFC”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
“Respondent”	Any person or entity who has the capability in all respects to perform fully the requirements contained in this RFQ and submits a response to this RFQ.
“Response”	The written submission by an Respondent to this RFQ.
“Request for Application” or “RFA”	A competitive solicitation pursuant to Rule Chapter 67-60, F.A.C.
“RFQ”	This RFQ, including all exhibits referenced in this document and all other documents incorporated by reference.
“Specialty Consultants”	Individuals or entities in the fields of life safety, security, engineering, or in any particular building component, equipment, or system that have acquired detailed, specialized knowledge and experience in the design, evaluation, operation, repair, or installation of same.
“Website”	The Florida Housing Finance Corporation website, the URL of which is www.floridahousing.org .

SECTION THREE PROCEDURES AND PROVISIONS

A. The Respondent must submit an original and three copies of the Response to the Contract Administrator in a sealed envelope marked “RFQ 2018-04.” Each envelope or package containing Responses must clearly state the name of the Respondent. The Response that is the original must be clearly indicated on that Response. An electronic copy of the Response must also be submitted on a CD or flash drive. Florida Housing will not accept a faxed or e-mailed Response. Florida Housing must receive any Responses on or before 2:00 p.m., Eastern Time, on July 17, 2018. Responses will be opened at that time.

Contract Administrator
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301-1329
(850) 488-4197
Email: Contract.Admin@floridahousing.org

B. This RFQ 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 RFQ;
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 RFQ in writing via mail or e-mail to the Contract Administrator at the address given in Section Three, Item A. All questions must be submitted no later than 2:00 p.m., Eastern Time, on June 27, 2018. Phone calls will not be accepted. Florida Housing expects to respond to all questions in writing by 5:00 p.m., Eastern Time, on July 3, 2018. 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-qualifications>.

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 RFQ must file a protest in compliance with Section 120.57(3), Fla. Stat., and Rule Chapter 28-110, Fla. Admin. Code. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., 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.

I. 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.

J. Pursuant to Fla. Admin. Code R. 67-49.004, Florida Housing may modify the terms of the RFQ at any point prior to the due date for Responses. A notice of such modification will be posted on Florida Housing's Website and will be provided to potential Respondents who requested copies of the RFQ. 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 RFQ, and any modifications thereto, will be incorporated into any contract offered as a result of this RFQ. 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

I. Overview

Contractors will be required to provide construction inspection and analysis services for multifamily rental developments of varying sizes located across the State of Florida that utilize the 9% Low Income Housing Tax Credit, Multifamily Mortgage Revenue Bond / 4% Low Income Housing Tax Credit, State Apartment Incentive Loan program, and other programs as designated by Florida Housing. Services that the pool of providers will perform include the following: all necessary due diligence activities, physical inspections, observations and production of a CNA Report. All such activities and deliverables must be produced in accordance with Florida Housing's CNA Guide (the Guide), which is incorporated by reference, as may be amended from time to time.

It should be noted that the Physical Inspection will be a visual and non-invasive inspection of observable and accessible areas of the subject property, with the exception of performing measurements to confirm requirements of construction features specified by Florida Housing, such as accessibility. Furthermore, recommendations of Specialty Consultants that may require additional testing, intrusive observations or exploratory probing is excluded from the CNA unless specifically included in the Capital Needs Assessment Report Engagement agreement.

A. After the inspection and evaluation is complete, the CNA Provider will deliver a CNA report to the Credit Underwriter and the Corporation. The CNA report will reflect the CNA Provider's independent professional opinion in regard to:

1. Assessment of current conditions;

2. Estimates of Effective Age and Remaining Useful Life of building components, systems and finishes;
3. Evaluation of Operations and Maintenance practices;
4. Assessment of immediate physical needs and capital replacement; and
5. Evaluation of compliance with current building codes and FHFC specific requirements.

The CNA Report shall follow all formatting and content requirements set forth in the Guide.

II. Requirements and Qualifications of CNA Providers

A. CNA Provider Independent Third-Party Status

The CNA Provider, its personnel and any subcontractors hired by the CNA Provider must be independent third-parties, unrelated to, and not have any financial or economic interest in, the property, the property owner, or any affiliated entity of the property owner. The CNA Provider must disclose in the CNA Report if the CNA Provider is an employee or affiliate of the Applicant.

B. CNA Consultant Qualifications

The CNA Consultant is the principal or primary staff member employed by or associated with the CNA Provider who has overall responsibility for the quality and accuracy of all work performed by the CNA Provider staff, including the CNA report. The CNA Consultant may individually perform any and all of the tasks related to the completion and production of the CNA report, including the roles for Field Observer and CNA Report Reviewer as outlined below. The CNA Consultant must have the following minimum qualifications, education, training, and professional experience:

1. Bachelor of Science degree in engineering, architecture, construction management, construction/building science, or building facilities management;
2. Five years of professional experience in one or more of the following disciplines: architecture; engineering (structural, mechanical, or civil); or construction management and cost estimating (which may include estimating experience associated with the preparation of a CNA report);
3. Experience within the last three years performing multifamily property condition CNAs. This must include completing a minimum of five property inspections, and reporting CNA findings in a manner consistent with ASTM E2018-15 – Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process;
4. Prior experience evaluating multifamily properties with building systems and components comparable to those funded by Florida Housing;

5. Knowledge and experience with ASTM E2018-15 (or most current version); and
6. Knowledge of applicable federal, state, and local building codes and jurisdictional regulations.

C. Field Observer Qualifications

The representative of the CNA Provider performing the on-site walkthrough survey or site inspection is the Field Observer. These individuals must meet the following qualifications:

1. Has a Bachelor of Science degree or two-year Associate degree program in engineering, architecture, construction management, construction/building science, or building facilities management;
2. Has successfully completed Commonground University's Property Condition Assessment online course offered by EDR;
3. Has successfully completed the Property Inspection Risk Management course offered by the Mortgage Bankers Association;
4. Is a Certified Home Inspector with the Real Estate Assessment Center for the Department of Housing and Urban Development;
5. Is a member in good standing with the Building Performance Institute;
6. Is a member in good standing with the American Society of Home Inspectors;
7. Is a member in good standing with the International Association of Certified Home Inspectors;
8. Has at least 12 years' experience assessing multifamily properties and preparation of ASTM E2018-compliant reports;
9. Has experience performing CNAs and has completed a minimum of five property inspections at multifamily properties within the past three years;
10. Has prior experience evaluating multifamily properties with building systems and components comparable to those funded by Florida Housing;
11. Has knowledge and experience with ASTM E2018-15 (or most current version); and
12. Has knowledge of applicable federal, state, and local building codes and jurisdictional regulations.

D. CNA Report Reviewer Qualifications

The CNA Reviewer is the qualified individual designated to exercise responsible control over the Field Observer on behalf of the CNA Provider who also reviews the CNA report. These individuals must meet the following qualifications:

1. Possess a license in the State of Florida as a Registered Architect, Professional Engineer in the fields of structural, mechanical or civil engineering, or be licensed in the State of Florida as a Certified General Contractor;
2. Have experience commensurate with the property type and scope (i.e., size, complexity, etc.) and experience in the preparation of CNA reports; and
3. Must not be a subcontractor of the CNA Provider.

E. Specialty Consultants

Due to the scope and complexity of the property or the purpose of the CNA, the CNA Provider may augment the Field Observer with Specialty Consultants. Employment of Specialty Consultants shall be indicated as a separate line item in the CNA Provider's fee breakdown and will be subject to approval by the Credit Underwriter prior to conducting any CNA services.

F. CNA Provider Insurance Requirements

The CNA Provider must have the following insurance coverages in place:

1. Worker's Compensation, Employer's Liability Insurance of at least \$500,000, if applicable;
2. Comprehensive General Liability, including Bodily Injury of at least \$1 million per occurrence and \$2 million aggregate with a maximum deductible amount of \$35,000;
3. Professional Liability or Errors and Omissions Insurance with limits of \$1 million per occurrence and \$2 million aggregate with a maximum deductible amount of \$100,000;
4. Comprehensive Automobile Liability Insurance for all owned (if any), non-owned and hired vehicles of \$1 million per accident; and
5. Property Damage Insurance of at least \$1 million per occurrence.

If applicable, the policies above must be issued by an insurance carrier rated by AM Best A-VI or higher. The CNA Provider should have appropriate insurance coverage in place for traveling to and from the Property and conducting work at the Property.

Additionally, Professional Liability coverage must be maintained for three years following the expiration of the assignment.

III. The CNA Report

The CNA Report will be prepared in accordance with Florida Housing's CNA Guide.

SECTION FIVE CERTIFICATION

Do not reproduce the language of Section Five in the Response. By inclusion and execution of the statement provided in Section Six, subsection I, of this RFQ, each 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 RFQ 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 RFQ, 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(32), Fla. Stat.

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

E. 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.

F. 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 the public agency to perform the service.

2. 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.

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 the public agency.

4. 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 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 will only apply if and when the Contractor is acting on behalf of Florida Housing.

G. 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 RFQ, unless that Respondent has Florida Housing's written consent after Florida Housing has been fully informed of such activities in writing.

H. 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 notification (Notice of Conflict of Interest) to Florida Housing, through first class certified mail, return receipt requested, within ten (10) working days, seeking consent from Florida Housing's Executive Director. If the Respondent 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 will be subject to forfeiture to Florida Housing.

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

J. 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 RFQ 2018-04 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 RFQ, including but not limited to, the certification requirements stated in Section Five of this RFQ.”

Authorized Signature (Original)

Print Name and Title

SECTION SIX INFORMATION TO BE PROVIDED IN RESPONSE

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

A. COVER LETTER

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

B. GENERAL INFORMATION

1. Provide evidence that the Respondent is qualified to do business in the State of Florida.
2. State how many years the Respondent has been engaged in business under its present firm or trade name.
3. Describe the Respondent’s presence in Florida, and ability to be accessible to Florida Housing staff, availability for meetings, conferences, consultation, etc.
4. Demonstrate that the Respondent’s professional licenses are current and in good standing.

5. Provide evidence that the Respondent has insurance coverage in accordance with Section Four, Item II. F.

C. EXPERIENCE AND RESOURCES

1. Describe the Respondent's experience providing the services or engaging in activities as they relate to the work being requested in Section Four of this RFQ.

2. List the names, titles, qualifications, certifications, and copies of all licenses in good standing (as applicable) of the CNA Consultants, CNA Reviewers, and Field Observers that will be assigned to this Contract, if awarded. If the CNA Consultant or Field Observer, or both, are not at arm's-length with the entity ordering the CNA, such a relationship must be disclosed. For each person, provide information on their qualifications and experience, and submit current copies of their resumés, certifications, and licenses. The individual doing the on-site evaluation and preparing the report must be one and the same and must be certified through one of the following programs: Certified Energy Manager®, Resnet®, or the Building Performance Institute, Inc.

NOTE: If awarded a Contract under this RFQ, CNA Providers will be required to update this information at least annually with Florida Housing's Construction Administrator or designated successor.

D. CUSTOMER REFERENCES

Provide three separate, verifiable references for which the Respondent has provided services similar to those requested in Section Four of this RFP. 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. 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.

The following questions will be asked:

TABLE A
REFERENCE QUESTIONNAIRE

Question	Score
1. Briefly describe the CNA that the vendor performed for your organization, to include scale and project type.	N/A
2. Using the scale below, how accurately was the CNA performed? Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
3. Was the CNA performed on schedule? Yes = 5; No = 0	
4. Was the price that the CNA set at the time of engagement accurate or under budget? Yes = 5; No = 0	
TOTAL SCORE:	

E. FEES

1. Provide the flat fee to be charged for the preparation of a CNA report for a theoretical development utilizing the scope and format set forth in the CNA Guide and associated appendices A-L. The parameters of the development should be as follows:

Geographic Location:	Orlando, 32839
Size:	100,000 Gross S.F.
Site:	On-site paved parking and storm water detention, municipal utility service, tenant use swimming pool and playground
Building Type:	One (1) Mid-Rise (5-story) concrete frame, flat roof
Building Age:	25 years
Total Number of Units:	100 (75-2 bed / 2 bath, 25-1 bed / 1 bath)
Number of fully accessible units:	5 (5% of total)
Number of vacant units:	7 (5- 2 bed, 2-1 bed)
Demographic:	Elderly
Other assumptions:	Contractor grade interior finishes and casework. No hazardous or problematic building materials, moisture intrusion, structural defects or geotechnical issues currently exist. The development is not in a flood zone.

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, if any. Fees for travel, Specialty Consultant services and invasive testing should **not** be included.

FINAL FEE SCHEDULE WILL BE SUBJECT TO NEGOTIATION.

F. 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 RFQ 2018-04, that the Respondent has implemented a drug-free workplace program pursuant to Section 287.087, Fla. Stat.

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

G. 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 RFQ 2018-04, that the Respondent is a “minority business enterprise” as defined in Section 288.703(3), Fla. Stat.

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

H. CERTIFICATION (Mandatory Item)

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

**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 RFQ 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. Experience and Resources	25
D. Customer References	15
E. Fees	5
Total Points Available.....	55

For the Fee Section, the Respondent with the lowest proposed total cost will receive the maximum allowable points (5 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	5	=	Total Points Awarded for that "Total Cost" (Rounded to the nearest whole number)
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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.

SECTION EIGHT AWARD PROCESS

Florida Housing will provide notice of its decision, or intended decision, for this RFQ on Florida Housing's Website the next business day after the applicable Board vote. After posting, an unsuccessful applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat. 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.