

**REQUEST FOR QUALIFICATIONS 2010-06**

**MANAGEMENT COMPANY SERVICES**

**for**

**FLORIDA HOUSING FINANCE CORPORATION**

**July 23, 2010**

## **SECTION ONE** **INTRODUCTION**

The mission of Florida Housing Finance Corporation (Florida Housing) is to help our fellow Floridians obtain safe, decent housing that might otherwise be unaffordable to them. One of the ways this is done is by making loans to developers of affordable multifamily housing developments. As it may become necessary for Florida Housing to foreclose on such loans or to otherwise replace the Management Company that operates an affordable multifamily housing development for which Florida Housing has made a loan, Florida Housing has a need for qualified firms to perform Management Company services to ensure full compliance with all applicable federal, state, and local laws including specific requirements, procedures, and guidelines for the HOME Investment Partnership Program, Multifamily Mortgage Revenue Bonds Program, State Apartment Incentive Loan Program, and Demonstration Development Programs in the event of foreclosure, and for the Housing Credit Program when a development also participates in a Florida Housing loan program. Florida Housing is soliciting responses from qualified management companies to provide these services in accordance with the terms and conditions set forth in this Request for Qualifications (RFQ), and any other term and condition in any final contract. Selection of management companies shall be determined through Florida Housing's review of each response, considering the factors identified in this RFQ, and any other factors that are considered relevant to serving the best interests of Florida Housing and its mission. Florida Housing expects to create a list that includes more than one Management Company. Should Florida Housing require Management Company services in the future, Florida Housing expects to select contractors from this list.

## **SECTION TWO** **DEFINITIONS**

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

“Americans with Disabilities Act of 1990”	as defined in Title 42 Chapter 126
“Affirmative Fair Housing Marketing”	as defined in Title 24 C.F.R. Part 108
“Board”	The Board of Directors of Florida Housing Finance Corporation.
“Committee”	The review committee composed only of employees of Florida Housing that is established pursuant to Fla. Admin. Code, R. 67-49.007.

“Contract”	The document containing the terms and conditions of this Request for Qualifications and any other term and condition that the parties agree to.
“Days”	Calendar days, unless otherwise specified.
“Development”	A property that has been awarded a loan, financing, or an allocation of Housing Credits from Florida Housing Finance Corporation.
“Effective Date”	The date the last party signs the Contract that is awarded as a result of this RFQ.
“Federal Fair Housing Act”	As defined in Section 42 U.S.C. 3601 et seq
“Florida Housing”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
“Guarantee Program”	The Florida Affordable Housing Guarantee Program that Florida Housing administers pursuant to Sections 420.507 and 420.5092, Fla. Stat., and Fla. Admin. Code R. Chapter 67-39.
“HOME”	The HOME Investment Partnerships Program that Florida Housing administers pursuant to United States Department of Housing and Urban Development Regulations, 24 CFR Part 92, and the HOME Multifamily Rental Program that Florida Housing administers pursuant to Sections 420.507 and 420.5089, Fla. Stat., and Fla. Admin. Code R. Chapter 67-48.
“Housing Credit Program”	The Housing Credit Program that Florida Housing administers pursuant to Sections 420.507 and 420.5099, Fla. Stat., and Chapter 67-48, F.A.C.
“HUD”	United States Department of Housing and Urban Development.
“Interested Party”	A person or entity that obtains a copy of the Request for Qualifications from Florida Housing.

“Management Company”	A firm selected and approved by Florida Housing to oversee the operation and management of a Development and fulfills all compliance requirements.
“MMRB”	The Multifamily Mortgage Revenue Bonds Program that Florida Housing administers pursuant to Sections 420.507 and 420.509, Fla. Stat., and Fla. Admin. Code R. Chapter 67-21.
“Offeror”	Any person or entity who has the capability in all respects to perform fully the requirements contained in this RFQ and submits a response to this RFQ.
“Public Policy Criteria”	As defined in Fla. Admin. Code R. 67-21.006
“Response”	The written submission by an Offeror to this Request for Qualifications.
“RFQ”	This Request for Qualifications, including all exhibits referenced in this document and all other documents incorporated by reference.
“Servicer”	The independent contractor(s) under contract with Florida Housing having the responsibility for providing credit underwriting, construction and permanent loan servicing, financial and compliance monitoring services
“Staff”	Any employee of Florida Housing, including the Executive Director.
“Threshold Item”	A mandatory requirement of the RFQ. Failure to meet any requirement in the RFQ designated as a “Threshold Item” shall result in rejection (no further action) of a Response.
“Website”	The Florida Housing Finance Corporation website, the home address 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 six (6) copies of the Response in a sealed envelope marked "RFQ 2010-06." In addition, an Offeror must submit an electronic copy of the Proposal on a compact disc at the time the hard copies are submitted. 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 shall not accept a faxed or e-mailed Response. Florida Housing must receive any Responses on or before 2:00 p.m., Eastern Time, on Friday, August 17, 2010. Responses shall be opened at that time. Responses must be addressed to:

Sherry Green  
Contracts Administrator  
Florida Housing Finance Corporation  
227 North Bronough Street, Suite 5000  
Tallahassee, FL 32301-1329  
Email: sherry.green@floridahousing.org

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

C. All services under the Contract awarded are to be performed solely by the contractor, and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing, which consent shall not be unreasonably withheld.

D. Florida Housing reserves the right to:

1. Waive minor deficiencies and informalities;
2. Accept or reject any or all Responses received as a result of this RFQ;
3. Obtain information concerning any or all Offerors from any source;
4. 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 interest shall be best served; and
6. Negotiate with the successful Offeror with respect to any additional terms or conditions of the Contract.
7. Modify the terms of the RFQ at any point prior to the opening of

Responses. Modified portions, if any, shall be provided to those potential Offerors who requested copies of the RFQ. Furthermore, a notice of such modification shall be posted on Florida Housing's Website and 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 RFQ 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 Friday, July 30, 2010. Phone calls shall not be accepted. Florida Housing expects to respond to all questions by 5:00 p.m., Eastern Time, on Wednesday, August 4, 2010. 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\\_LegalRFQs.aspx](http://apps.floridahousing.org/StandAlone/FHFC_ECM/AppPage_LegalRFQs.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 contents of this RFQ or other specifications, including addenda, 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 term of the Contracts shall be for three years, subject to satisfactory performance at the sole discretion of Florida Housing. If the parties mutually agree in writing, the Contracts may be renewed twice. Each renewal shall be for an additional one-year period.

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

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

1. Decisions regarding day-to-day operation of the Development including the following:

- a. General Maintenance;
- b. Capital improvements;
- c. Preventative Maintenance;

- d. Routine repairs;
- e. Emergency repairs;
- f. Relocation of tenants;
- g. Unit turnovers;
- h. Orientation of new residents;
- i. Qualification and certification for new move-ins;
- j. Annual resident certification;
- k. Rent collection;
- l. Bill paying, including escrows and reserves;
- m. Court filings;
- n. Unit inspections;
- o. Financial management, including preparation of an annual operations budget and a three year capital needs budget in a form approved by Florida Housing;
- p. General correspondence; and
- q. Compliance with terms of program(s) and regulatory agreements.

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

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

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

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

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

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

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

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

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

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

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

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

12. Resident services and resident/management relations.

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

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

Housing.

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

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

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

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

19. Preparation of GAAP financial statements, balance sheet, income and expense statement, aged payables and receivables, deposit reporting and vendor payment list or check register, based upon cash or accrual accounting methods as designated by Florida Housing.

20. Monthly reconciliation of all bank accounts.

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

22. Vendor referrals

23. Lease preparation and move-in.

24. Monthly site visit or drive-by visit.

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

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

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

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

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

30. The Management Company shall ensure implementation of and compliance

with the following requirements:

- a. Federal requirements including, but not limited to, the minimum number of set aside units, certification and recertification of tenants, and next available unit documentation.
- b. State laws including, but not limited to, additional set aside units and any program requirements as may be required by Section 420, Fla. Stat., as may be amended from time to time;
- c. Florida Housing rules and federal regulations concerning tenant income restrictions, as may be amended from time to time;
- d. Public Purpose Requirement/Public Policy Criteria (currently applicable for MMRB) as may be amended from time to time;
- e. The Federal Fair Housing Act as amended, and the Americans with Disabilities Act;
- f. Affirmative Fair Housing Marketing requirements (currently applicable for HOME and MMRB with HUD Risk-Sharing) as may be amended from time to time;
- g. Tenant applications with specific information necessary for continued program compliance;
- h. Income limits;
- i. Rent Limits (currently applicable for Housing Credit Program, HOME Rental, MMRB with HUD Risk-Sharing, and 501(c)(3) Bonds and as may be amended from time to time);
- j. Income verifications;
- k. Utility allowances;
- l. Annual income and assets;
- m. Tenant income certifications;
- n. Tenant Leases and the Florida Landlord and Tenant Act;
- o. Program reports;
- p. Management units; and

q. Tenant programs.

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

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

33. Filing a Claim for Final Settlement

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

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

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

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

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

Development.

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

The Management Company must submit the following documentation to support the amounts shown on Schedule C:

i. Receipts or invoices, showing check number and date paid, for all Development disbursements during the period Florida Housing controlled the Development; and

ii. Copies of the Management Company’s ledger record showing all Development disbursements.

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

The Management Company must retain the following documentation to support amounts shown on Schedule D:

i. Receipts or invoices showing check number and date paid, for all disbursements shown on the Schedule; and

ii. If expenses for repairs in excess of a cumulative average of \$500 per unit as shown on Schedule D, an approval letter from HUD authorizing the repairs must be obtained.

## **SECTION FIVE** **CERTIFICATION**

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

A. The Offeror submits this Response without prior understanding, agreement, or connection with any person or entity submitting a separate Response for the same services. However, any agreement with a person or entity with whom the

Response is jointly filed and such joint filing is made clear on the face of the Response shall be an exception so long as the Response is in all respects fair and without collusion or fraud.

B. Any material submitted in response to this RFQ is a public record pursuant to Chapter 119, Fla. Stat., and subject to examination upon request, after Florida Housing provides a notice of decision pursuant to Section 120.57(3), Fla. Stat., or within 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 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 consultant 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: \$25,000, 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 RFQ, 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.

## **SECTION SIX**

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

#### **A. COVER LETTER**

Provide a cover letter that contains a general statement of the purpose of submission and includes the following information:

1. The name, job title, address, office and cellular telephone numbers, fax number, and e-mail address of a primary contact person, who will be responsible for day-to-day contact with Florida Housing, and any backup personnel who would be accessible if the primary contact cannot be reached.
2. Legal business status (individual, partnership, corporation, etc.) and address and telephone number of the Offeror.

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

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

1. Provide a brief history of the Offeror, including the year organized, ownership, and the total number of employees.
2. Provide evidence of certification that the Offeror is qualified to do business in the State of Florida.
3. Provide evidence of approval in HUD's Previous Participation (2530) system.
4. Provide proof of current professional liability errors and omissions insurance to include the following:  
  
Name of carrier and policy number;  
Effective date and termination date of insurance;  
Policy exclusions, if any; and  
Current coverage amounts.
5. Provide a list of developments currently under management (including name, location, age, and number of units). In addition, provide a list of developments lost as customer(s) within the past twelve months and the reason(s) for losing the customer(s).

C. EXPERIENCE

1. Describe the Offeror's ability to provide the services and meeting qualifications that are similar to those being requested in Section Four of this RFQ immediately upon award of the Contract. Also describe the Offeror's experience, if any, in managing distressed multifamily developments.
2. Describe the Offeror's ability to provide financial management and reporting, including a description of hardware and software used for data collection and reporting.

D. WORKPLAN FOR SCOPE OF SERVICES

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

E. QUALIFICATIONS OF PERSONNEL

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

F. FEES

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

*FINAL FEE SCHEDULE SHALL BE SUBJECT TO NEGOTIATION*

G. DRUG-FREE WORKPLACE

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

H. 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.

I. CERTIFICATION STATEMENT

The following shall be repeated in the Offeror's Response and signed by an individual authorized to bind the Offeror. Failure to include and provide a manual signature of the certification statement shall result in rejection of the Response.

“I agree to abide by all conditions of RFQ 2010-06 and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response for the Offeror and that the Offeror is in compliance with all requirements of the RFQ, including but not limited to, the certification requirements stated in Section Five of this RFQ.”

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Authorized Signature

Print Name and Title: \_\_\_\_\_

### **SECTION SEVEN** **EVALUATION PROCESS**

Individual Committee members shall evaluate and rank the Responses independently. As indicated in this section, points shall be assigned to certain items presented in Section Six of this RFQ. The individual Committee members shall evaluate the Responses by reviewing the answers to each of the items and assigning points up to the maximum points allowed for each item. The Committee shall not use those items without points assigned in computing the numerical score, but shall use them as part of their evaluation and recommendation process, for informational purposes, 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>
B.1 General Information.....	10
B.4. General Information.....	15
C.1 Experience .....	15
C.2 Experience .....	15
D. Workplan for Scope of Services .....	30
E. Qualifications of Personnel .....	20
F. Fees .....	10
<b>Total Points Available .....</b>	<b>115</b>

### **SECTION EIGHT** **AWARD PROCESS**

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