

REQUEST FOR PROPOSALS (RFP) 2019-14

2019 INJURED VETERANS HOUSING PILOT PROGRAM

for

FLORIDA HOUSING FINANCE CORPORATION

October 14, 2019

SECTION ONE INTRODUCTION

Florida Housing Finance Corporation (“Florida Housing”) is soliciting competitive, sealed responses from qualified firms to provide 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 or more Respondents that propose 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:

“Board”	The Board of Directors of Florida Housing Finance Corporation.
“Committee”	The review committee composed only of employees of Florida Housing that is established pursuant to Rule 67-49.007, Fla. Admin. Code.
“Contractor”	A person or entity providing the professional services described in Section Four of this RFP.
“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.
“Florida Housing”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
“Gold Star Families”	Gold Star Families are spouses or dependent children of members of the U.S Armed Forces who have been killed in combat or in support of certain military activities.
“Family Members of an Injured Veteran”	Spouses or dependent children of an Injured Veteran.
“Injured Veteran”	A U.S. Armed Forces Veteran who suffers from one or more Service- Connected Disabilities.

“Renovation”	Improving or upgrading life safety/security, energy retrofit, and accessibility features and upgrades to allow Residents to facilitate ease of use and aging in place.
“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 an Respondent to this RFP.
“RFP”	This RFP, including all exhibits referenced in this document and all other documents incorporated by reference.
“Service-Connected Disabilities”	Disabilities determined by the U.S. Department of Veterans Affairs and indicated in the appropriate summary of benefits letter.
“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 “RFP 2019-14.” 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 November 6, 2019. 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 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 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 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 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 October 23, 2019. Phone calls will not be accepted. Florida Housing expects to respond to all questions in writing by 5:00 p.m., Eastern Time, on October 30, 2019. 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 two 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 year.

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 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 and will be provided to potential Respondents who requested copies of the RFP. 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

Pursuant to Specific Appropriation 2316, \$1,000,000 has been provided to the Florida Housing Finance Corporation to provide grants to nonprofit organizations that build, modify, maintain, transfer, and enhance homes to and for Florida veterans. Eligible organizations must agree to provide a minimum of 15 homes to injured veterans, the family members of injured veterans, and Gold Star families. Homes may be modified, renovated, or new construction.

Florida Housing will award cost-reimbursement contract(s) for both newly constructed homes as well as needed and necessary renovations to existing homes. Florida Housing’s goal is to award approximately 75% of the funding for new construction and 25% of the funding for renovations, as long as all other required criteria can be met. Contracts will be for homeownership construction services and not rental housing.

Respondents must:

A. Have experience providing these or similar types of construction services in the State of Florida.

B. Agree to have the homeowner(s) for each home execute a forgivable mortgage or other land use restriction (which Respondent shall record in the public records of the appropriate county, securing the funds) provided under the following terms:

Under \$10,000	\$10,000 - \$30,000	Over \$30,000
None required	3 years minimum	5 years minimum

C. Prior to Florida Housing’s approval for a project, the Respondent must provide Florida Housing with:

1. The written agreement between Respondent and the Injured Veteran, Family Members of an Injured Veteran or Gold Star Family for the construction services to be provided;

2. The contract or other acceptable documentation from a licensed Florida contractor setting forth the scope of work to be performed and the cost of such work; and

3. The name of the recipient and the appropriate documentation from the U.S. Department of Veterans Affairs establishing that the recipient is an Injured Veteran or Gold Star Family, including the injury rating, if applicable.

D. Before Respondent will be reimbursed for work performed, Respondent must provide Florida Housing with:

1. A final cost certification acceptable to Florida Housing;

2. The certificate of occupancy or final building permit inspection approval;

3. Recorded mortgage or other appropriate land use restriction agreement and the recorded deed (if applicable); and

4. A formal request for the amount of reimbursement, including the final leveraging ratio calculation.

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(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 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' custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

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 RFP, 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 written notification (Notice of Conflict of Interest) to Florida Housing’s Contract Administrator within 10 working days for review by Florida Housing’s Executive Director in consultation with their Ethics Officer. If the Respondent is found to be in non-compliance with this provision, any compensation received in connection with this contract will be subject to forfeiture to Florida Housing.

I. 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.

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 RFP 2019-14 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 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.

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

B. REQUIRED INFORMATION

1. Provide evidence that the Respondent is a not-for-profit entity that is in good standing and qualified to do business in the State of Florida.

2. Provide a narrative no longer than five pages that describes the intended households the Respondent proposes to serve with the awarded funds. The narrative should include the specific characteristics and housing needs of any of the three eligible households the Respondent proposes to serve (i.e. Injured Veterans, Family Members of an Injured Veteran, and Gold Star Families), and provide information related to prioritizing serving households with particular characteristics or housing needs. Proposed construction projects must relate to the specific needs of the eligible household.

3. Provide a narrative statement of qualifications that the Respondent considers to be significant, innovative, or otherwise relevant to its ability to provide these services. Such statement should include the Respondent’s history and business model, any awards and significant recognition, and details on the types of construction projects successfully completed which specifically assisted Injured Veterans, Family Members of an Injured Veteran, or Gold Star Families.

4. Using Table 1 below, provide details on at least 15 homes completed for Injured Veterans, Family Members of an Injured Veteran, or Gold Star Families in Florida in the last three years:

TABLE 1 Recent Experience				
Veteran Disability Rating or GSF	Construction Services Performed	Cost of Services	Location (City and County)	Date Completed

5. Provide a current snapshot of the Respondent’s pipeline of Injured Veterans and Gold Star Families and projects planned to assist them. Describe the Respondent’s ability to begin providing the services requested in Section Four of this RFP immediately upon award of the contract.

6. Describe the Respondent’s methodology for selecting the Injured Veterans, Family Members of an Injured Veteran, or Gold Star Families to be served (e.g. waitlists, needs-based criteria, VA injury rating, etc.).

7. Describe the ‘wrap-around’ services that the Respondent provides after the construction project is complete (i.e., financial counseling, maintenance of retrofitted items, ongoing social support, etc.)

C. FEES AND LEVERAGING

1. Provide the proposed fees to be charged in connection with the services described in Section Four of this RFP. Specifically, detail any proposed developer’s fee or administrative expenses that the Respondent proposes to pay from funds awarded under this RFP on a per unit basis. Fees proposed must include all charges relating to the services required under the contract and all out-of-pocket expenses, such as telephone, postage and shipping, printing and/or copy costs, and travel, if any. No costs will be reimbursed under the contract.

NOTE: For scoring purposes, Respondents must submit the per unit fee as follows.

Proposed Fee (per unit)	\$
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2. Provide the minimum overall leveraging ratio that Respondent is committing to under this RFP. For example, if the Respondent provides construction services for a specific project that cost a total of \$50,000 and \$10,000 of funds under this RFP will be used to help complete the project, the leveraging ratio for that project would be 5:1. Respondent will not be eligible for reimbursement of funds for requests where the overall leveraging ratio does not meet or exceed what was committed to in the response to this RFP.

3. Respondent must provide a minimum of fifteen homes under the terms of the appropriation. If Respondent intends to provide more than the minimum required, please state how many homes the Respondent will provide.

FINAL FEE SCHEDULE WILL BE SUBJECT TO NEGOTIATION.

D. 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 2019-14, that the Respondent has implemented a drug-free workplace program pursuant to Section 287.087, Fla. Stat.

Authorized Signature: _____

Print Name: _____

Print Title: _____

E. 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 2019-14, that the Respondent is a “minority business enterprise” as defined in Section 288.703(3), Fla. Stat.

Authorized Signature: _____

Print Name: _____

Print Title: _____

F. 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.

**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.2. Required Information	30
B.3. Required Information	20
B.4. Required Information	10
B.5. Required Information	10
B.6. Required Information	10
B.7. Required Information	20
C.1. Fees and Leveraging	20
C.2. Fees and Leveraging	20
C.3. Fees and Leveraging	10
Total Points Available.....	150

For Item C.1., Fees and Leveraging, the Respondent with the lowest proposed per unit fee will receive the maximum allowable points (20 points). The remaining respondents will receive a percentage of the maximum points, rounded to the nearest whole number, based on the following formula:

$\frac{\text{Lowest Proposed Per-Unit Fee}}{\text{Current Respondent's Proposed Per-Unit Fee}}$	=	%	x	20	=	Total Points Awarded (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 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.