

**FIRST AMENDMENT  
TO CONTRACT NUMBER 064-2017**

THIS FIRST AMENDMENT (“Amendment”) to CONTRACT NUMBER 064-2017 is entered into and effective as of September 1, 2017, (“Effective Date”) by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (“Florida Housing”), and BRYANT MILLER OLIVE, P.A. JOINTLY WITH KNOWLES AND RANDOLPH, P.A. (“Service Provider”).

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 064-2017, dated July 14, 2017, (“Contract”) wherein Service Provider agreed to provide or perform bond counsel services pursuant to RFQ 2017-02. As used herein, “Contract” shall include within its meaning any modification or amendment to the Contract.
- B. Florida Housing and Service Provider wish amend the Contract, subject to the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective on September 1, 2017. The above recitals are true and correct and form a part of this Amendment.

B. Amendments.

1. The Contract is amended by removing Knowles and Randolph, P.A. as a party to the agreement, and Bryant Miller Olive, P.A. will be the sole Service Provider of bond counsel services under this Contract.

C. General Terms and Conditions.

1. This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

2. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

3. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

5. Except as specifically modified by this Amendment, the Contract shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT to Contract Number 064-2017, by a duly authorized representative, effective on September 1, 2017.

BRYANT MILLER OLIVE, P.A.

KNOWLES & RANDOLPH, P.A.

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: Harold Knowles / Shareholder

Date: \_\_\_\_\_

Date: 9/5/2017

FEIN: \_\_\_\_\_

FEIN: 59-3452512

FLORIDA HOUSING FINANCE CORPORATION

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

5. Except as specifically modified by this Amendment, the Contract shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT to Contract Number 064-2017, by a duly authorized representative, effective on September 1, 2017.

BRYANT MILLER OLIVE, P.A.

KNOWLES & RANDOLPH, P.A.

By: *George A. Smith, Jr.*

By: \_\_\_\_\_

Name/Title: George A. Smith, Jr., Shareholder

Name/Title: \_\_\_\_\_

Date: September 1, 2017

Date: \_\_\_\_\_

FEIN: 59-1315801

FEIN: \_\_\_\_\_

FLORIDA HOUSING FINANCE CORPORATION

By: *[Signature]*

Name/Title: *Hugh R. Brown - General Counsel*

Date: *9-5-17*

**CONTRACT FOR  
BOND COUNSEL SERVICES BETWEEN  
FLORIDA HOUSING FINANCE CORPORATION  
AND  
BRYANT MILLER OLIVE, P.A. JOINTLY WITH  
KNOWLES & RANDOLPH, P.A.**

This Contract for Bond Counsel Services, 064-2017 (Contract) is entered into by and between the FLORIDA HOUSING FINANCE CORPORATION (Florida Housing), a public corporation and a public body corporate and politic, with headquarters located at 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301, BRYANT MILLER OLIVE, P.A. (Bond Counsel), located at 101 North Monroe Street, Suite 900, Tallahassee, Florida 32301 and KNOWLES & RANDOLPH, P.A. (Bond Counsel), located at 3065 Highland Oaks Terrace, Tallahassee, Florida, 32301. Upon execution by both parties, this Contract shall become effective as of the date the last party signs (Effective Date).

RECITALS

- A. The Bond Counsel represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide Bond Counsel Services identified herein and offers to perform those services described in Exhibit A, Request for Qualifications (RFQ) 2017-02 attached hereto and incorporated herein.
- B. Florida Housing has a need for such services and does hereby accept the offer of the Bond Counsel upon the terms and conditions outlined in this Contract.
- C. Florida Housing has the authority pursuant to Florida law to direct disbursement of funds for compensation to the Bond Counsel under the terms and provisions of this Contract.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. ATTACHMENTS

This Contract has the following attachments, which are incorporated herein:

Exhibit A, RFQ 2017-02 and Addenda  
Exhibit B, Fee Schedule

B. ENGAGEMENT OF THE BOND COUNSEL

The Bond Counsel agrees to provide Bond Counsel Services in accordance with the terms and conditions hereinafter set forth. The Bond Counsel agrees to perform the

services set forth in Exhibit A, and as otherwise stated in this Contract. The Bond Counsel understands and agrees that all services under this Contract are to be performed solely by the Bond Counsel, and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing.

#### C. TERM OF CONTRACT

The initial term of this Contract shall be for three years from the Effective Date. If the parties mutually agree in writing, the Contract may be renewed once. The renewal shall be for an additional three-year period. Renewals are at the discretion of Florida Housing, and shall be contingent upon satisfactory performance evaluations by Florida Housing.

#### D. MODIFICATION OF CONTRACT

Either party may request a modification of the provisions of this Contract. Modifications that are mutually agreed upon shall be valid only when reduced to writing and signed by the parties.

#### E. INVOICES

1. Within 30 days of service provision, each statement for fees and costs shall be submitted in a format that includes, at a minimum, the following information:

- a. Case name and number, if applicable, or other legal matter reference, such as bond issue # and contract number;
- b. Invoice number for the particular bill;
- c. Bond Counsel taxpayer identification number(s);
- d. Bond Counsel and Florida Housing's contract administrators' names;
- e. Inclusive dates of the month covered by the invoice, where applicable;
- f. Itemization of the date; hours billed (if hourly); a concise, meaningful description of the services rendered, with sufficient detail to enable Florida Housing to evaluate the services rendered and costs; the person(s) who performed the services for each day during which the Bond Counsel performed work; and their hourly rate (if hourly). ***(NOTE: If billing is based on other than an hourly rate, the basis for the billing must be explained in this section.)***
- g. A listing of all invoiced costs to be accompanied by copies of actual receipts;
- h. The total of only the current bill. Prior balances or payment history should be shown separately, if at all;

i. A certification statement, signed by the Bond Counsel's contract administrator that reads, "I certify that all costs and fees claimed for payment are accurate and were performed in furtherance of the contract between Bryant Miller Olive, P.A. jointly with Knowles & Randolph, P.A. and Florida Housing." and,

j. Any other information as may be requested by Florida Housing's contract administrator.

2. Bond Counsel that consists of two law firms may submit one combined invoice or individual invoices from each Bond Counsel law firm at the discretion of the Bond Counsel to Florida Housing. The parties agree that Florida Housing shall provide payment to each individual law firm, under this Contract, in response to the combined single invoice or the individual invoices as submitted by Bond Counsel. Under no circumstances shall the total billed or paid whether billed on one invoice or individual invoices from each firm be more than the amount in the fee schedule for the service provided. Each law firm, under this Contract, shall submit a certification statement of their fee split with each invoice if combined or with individual invoices if billed separately for each law firm.

#### F. FEES/COSTS

The Bond Counsel shall be compensated as described in the Fee Schedule attached hereto as Exhibit B.

#### G. LIABILITY: INDEPENDENT CONTRACTOR; COMPLIANCE WITH LAWS

1. Florida Housing shall not be deemed to have assumed any liability for the acts, omissions, or negligence of the Bond Counsel, its agents, its servants, or employees, and the Bond Counsel specifically accepts responsibility for its acts, omissions or negligence and for the acts, omissions or negligence of its agents, servants or employees, and shall defend and hold Florida Housing harmless from and against the claims of any party arising out of or claimed to arise out of any such acts, omissions, or negligence.

2. This Contract is executed on behalf of Florida Housing by the signatory only in his or her designated capacity as representative and on behalf of Florida Housing. Such individual shall neither have nor incur any individual or personal responsibility or liability under this Contract as a result of such execution.

3. Nothing herein shall be construed as a waiver of sovereign immunity by Florida Housing; it being the intent to reserve all such rights and immunities to the fullest extent of the law.

4. The Bond Counsel, together with its agents, suppliers, subcontractors, officers, and employees, shall have and always retain under this Contract the legal status of an independent contractor, and in no manner shall they be deemed employees

of Florida Housing or deemed to be entitled to any benefits associated with such employment. During the term of this Contract, the Bond Counsel shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law. The Bond Counsel remains responsible for all applicable federal, state, and local taxes, and all FICA contributions.

5. The Bond Counsel shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state and local agencies having jurisdiction and authority. In addition, and by way of non-exhaustive example, the Bond Counsel shall comply with Florida Housing policies while on Florida Housing premises and in the conduct of its business with Florida Housing personnel.

6. The Bond Counsel specifically accepts responsibility for payment of all taxes, assessments, or contributions that may be required to be paid to any unit of government as a result of the payments being paid to or by the Bond Counsel, if any, in conjunction with the services rendered pursuant to this Contract. At no time shall the Bond Counsel make any commitments for or incur any charges or expenses for, or in the name of, Florida Housing.

7. The Bond Counsel shall not be relieved of liability to Florida Housing for damages sustained by Florida Housing by virtue of any termination or breach of this Contract by the Bond Counsel.

#### H. DEFAULT AND REMEDIES

1. If any of the events listed in subparagraph 2. of this section occur, all obligations on the part of Florida Housing to continue doing business with the Bond Counsel or assign any future transaction to the Bond Counsel shall, if Florida Housing so elects, terminate and Florida Housing may, at its option, exercise any of its remedies set forth herein, or as otherwise provided by law. However, Florida Housing may continue doing business with the Bond Counsel as a participant after the happening of any event listed in subparagraph 2. of this section without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the Bond Counsel in the transaction or any future transaction.

2. The Events of Default shall include, but not be limited to, the following:

a. If any report, information or representation provided by the Bond Counsel in this Contract is inaccurate, false or misleading in any respect;

b. If any warranty or representation made by the Bond Counsel in this Contract or any other outstanding agreement with Florida Housing is deemed by Florida Housing to be inaccurate, false or misleading in any respect;

c. If the Bond Counsel fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its

obligations as defined in this Contract;

d. If, in the sole discretion of Florida Housing, the Bond Counsel has failed to perform or complete any of the services identified in the attachments;

e. If the Bond Counsel has not complied with all Florida laws, federal laws, Florida Housing rules or Florida Housing policies applicable to the work;

f. If the Bond Counsel has discriminated on the grounds of race, color, religion, sex, national origin, or disability in performing any service identified in the attachments;

g. If the Bond Counsel does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;

h. If the Bond Counsel commits fraud in the performance of its obligations under this Contract; or

i. If the Bond Counsel refuses to permit public access to any document, paper, letter, computer files, or other material subject to disclosure under Florida's Public Records Law.

Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing will provide written notice of the Default detailing the grounds that constitute the Event of Default (Notice of Default), delivered by courier service or electronic mail to the address set forth in Section J, Administration of Contract, herein.

3. Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing may provide the Bond Counsel a reasonable period of time to cure the Event of Default (Cure Period). If Florida Housing provides a Cure Period, Florida Housing will notify the Bond Counsel of the length of the Cure Period in the Notice of Default.

4. If Florida Housing provides a Cure Period and if the Bond Counsel is unable or unwilling to cure the Event of Default within the Cure Period, Florida Housing may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude Florida Housing from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but are not limited to the following:

a. Florida Housing may terminate the Contract on the tenth (10<sup>th</sup>) day after the Bond Counsel receives the Notice of Default or upon the conclusion of any applicable Cure Period, whichever is later;

b. Florida Housing may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Contract;



c. Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from the Bond Counsel to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Bond Counsel to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Bond Counsel to reimburse Florida Housing for the amount of costs incurred; or

d. Florida Housing may exercise any other rights or remedies that may be otherwise available under law.

#### I. TERMINATION

1. Florida Housing may terminate the contract, without cause, at any time upon ten (10) days written notice delivered by courier service or electronic mail to the Bond Counsel at the address set forth in Section J, Administration of Contract, herein.

2. The Bond Counsel may terminate this Contract, without cause, at any time upon ninety (90) days written notice delivered by courier service or electronic mail to Florida Housing at the physical or electronic address, as applicable, set forth in Section J, Administration of Contract, herein. The Bond Counsel shall be responsible for all costs arising from the resignation of the Bond Counsel and the costs associated with the appointment of and transition to a successor Bond Counsel.

#### J. ADMINISTRATION OF CONTRACT

1. The Florida Housing contract manager for this Contract is:

Contract Administrator  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: 850.488.4197  
E-mail: Contract.Admin@floridahousing.org

2. The Florida Housing program contact for this Contract is:

Melanie Weathers  
Senior Financial Administrator  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: 850.488.4197  
E-mail: Melanie.Weathers@floridahousing.org  
**or the designated successor.**

3. The Bond Counsel contract managers for this Contract are:

George A. Smith, Jr.  
Shareholder  
Bryant Miller Olive P.A.  
101 North Monroe Street, Suite 900  
Tallahassee, Florida 32301  
Office: 850.222.8611  
Cell: 850.294.2963  
E-mail: gsmith@bmolaw.com  
**or the designated successor.**

Harold M. Knowles  
Managing Shareholder  
Knowles & Randolph, P.A.  
3065 Highland Oaks Terrace  
Tallahassee, Florida 32301  
Office: 850.222.3768  
E-mail:  
hknowles@knowlesandrandolph.com  
**or the designated successor.**

4. All written approvals referenced in this Contract shall be obtained from the parties' contract manager or their respective designees.

5. All notices shall be given to the parties' contract manager.

**K. PUBLIC RECORDS; CONFIDENTIALITY; COPYRIGHT, PATENT, TRADEMARK; FILES**

1. Public Records

Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the Bond Counsel in connection with this Contract is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The Bond Counsel represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

Pursuant to Section 119.0701(2)(b), Fla. Stat., the Bond Counsel will be required to comply with public records laws, specifically to:

a. Keep and maintain public records required by the public agency to perform the service.

b. 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.

c. 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.

d. 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 shall only apply if and when the Bond Counsel is acting on behalf of Florida Housing.

**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](mailto:Corporation.Clerk@floridahousing.org)**

2. Confidentiality

a. If the Bond Counsel asserts that any information or materials intended to be delivered or provided under this Contract constitute a trade secret, or are otherwise confidential or exempt from the public records disclosure requirements of Florida's Public Records Law, such assertion must be made writing to Florida Housing's Contracts Manager upon submitting them to Florida Housing.

b. It is the Bond Counsel's obligation and responsibility to maintain the secrecy of trade secrets and the confidentiality of other confidential information by adequately marking such materials as confidential or exempt before forwarding such information or materials to Florida Housing.

c. In the case of work product furnished to Florida Housing pursuant to this Contract that is confidential, the Bond Counsel will treat such materials as confidential and will not reveal or discuss such materials or any other information learned as a result of this Contract with any other person or entity, except as authorized or directed by Florida Housing.

d. Working papers, copies, internal documents, procedures, methods and related materials considered confidential and/or proprietary shall be treated as

confidential and/or proprietary and shall not be revealed or discussed with any other person or entity, except as authorized or directed by Florida Housing. All such records and materials will remain the property of Florida Housing.

e. If the Bond Counsel is required to disclose or publish the existence or terms of transactions under this Contract pursuant to Florida's Public Records Law, then the Bond Counsel shall notify Florida Housing in writing of such disclosure within two (2) days after receipt of the Public Records request.

### 3. Copyright, Patent and Trademark

a. If the Bond Counsel brings to the performance of this Contract a pre-existing copyright, patent or trademark, the Bond Counsel shall retain all rights and entitlements to that pre-existing copyright, patent or trademark unless the Contract provides otherwise.

b. If any discovery or invention arises or is developed in the course of or as a direct result of work or services performed under this Contract, the Bond Counsel shall refer the discovery or invention to Florida Housing for a determination whether patent protection will be sought in the name of Florida Housing. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to Florida Housing. In the event that any books, manuals, films, or other copyrightable material are produced, the Bond Counsel shall notify Florida Housing in writing. Any and all copyrights or trademarks created by or in direct connection with the performance under this Contract are hereby reserved to Florida Housing.

c. All subcontracts or other arrangements entered into by the Bond Counsel, with prior written approval and consent of Florida Housing, for the purpose of developing or procuring copyrightable materials (e.g. audiovisuals, computer programs, software, publications, curricula, research materials or training materials, etc.) shall specifically reference and reserve Florida Housing's exclusive rights to use and exploit copyrights and licenses to the extent permitted by copyright law and Florida Statutes.

### 4. Files

a. Contents of the Files: The Bond Counsel shall maintain files containing documentation to verify all compensation to the Bond Counsel in connection with this Contract, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by the Bond Counsel in connection with this Contract. The Bond Counsel shall also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Contract.

b. Retaining the Files: The Bond Counsel shall maintain these files for five years after the fiscal year in which the files become inactive, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the aforementioned five-year period and extends beyond the expiration of the five-year period, these files will be retained until all litigation, claims, or audit findings involving the files have been resolved.

c. Access to the Files: Upon reasonable notice, the Bond Counsel and its employees shall allow Florida Housing or its agent(s) access to its files during normal business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, provided such day is not a holiday.

d. Return of the Files: In the event this Contract is terminated, all finished or unfinished documents, data, studies, computer files, correspondence, and other products prepared by or for the Bond Counsel under this Contract shall be submitted to Florida Housing within 15 days of such termination at the expense of the Bond Counsel.

L. PERSONALLY IDENTIFIABLE INFORMATION (PII); SECURITY

1. If the Bond Counsel or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Contract, the Bond Counsel shall provide for the security of such PII, in a form acceptable to Florida Housing, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. The Bond Counsel shall take full responsibility for the security of all data in its possession or in the possession of its subcontractors, and shall hold Florida Housing harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof.

2. The Bond Counsel agrees to maintain written policies and procedures for PII and/or data classification. This plan must include disciplinary processes for employees that violate these guidelines.

3. The Bond Counsel agrees at all times to maintain reasonable network security that, at a minimum, includes a network firewall.

4. The Bond Counsel agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up-to-date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, Common Vulnerabilities and Exposures (CVE) database, etc.) The Bond Counsel agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.

5. The Bond Counsel agrees that any and all transmission or exchange of system application data with Florida Housing and/or any other parties shall take place

via secure Advanced Encryption Standards (AES), e.g. HTTPS, FTPS, SFTP or equivalent means. All data stored as a part of backup and recovery processes shall be encrypted, using AES.

6. In the event of a breach of PII or other sensitive data, the Bond Counsel must abide by provisions set forth in section 501.171, Fla. Stat. Additionally, the Bond Counsel must immediately notify Florida Housing in writing of the breach and any actions taken in response to such a breach. As the information becomes available the statement must include, at a minimum, the date(s) and number of records affected by unauthorized access, distribution, use, modification or disclosure of PII; the Bond Counsel's corrective action plan; and the timelines associated with the corrective action plan.

#### M. OTHER PROVISIONS

1. This Contract shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Contract shall lie in Leon County.

2. No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by the Bond Counsel shall affect or extend or act as a waiver of any other right or remedy of Florida Housing hereunder, or affect the subsequent exercise of the same right or remedy by Florida Housing for any further or subsequent default by the Bond Counsel. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.

3. Any power of approval or disapproval granted to Florida Housing under the terms of this Contract shall survive the terms and life of this Contract as a whole.

4. The Contract may be executed in any number of counterparts, any one of which may be taken as an original.

5. The Bond Counsel understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.

6. The Bond Counsel understands and agrees to perform work on general corporate matters, audits, and issues on which the Bond Counsel was not previously involved.

#### N. LOBBYING PROHIBITION

No funds, compensation or other resources received in connection with this Contract may be used directly or indirectly to influence legislation or any other official action by the Florida or Federal Legislature or any state or Federal agency. The Bond Counsel further acknowledges that it has not retained the services of any lobbyist or consultant to assist in the procurement and negotiation of this Contract.

## O. LEGAL AUTHORIZATION

The Bond Counsel certifies with respect to this Contract that it possesses the legal authority to enter into this Contract and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Contract with all covenants and assurances contained herein. The Bond Counsel also certifies that the undersigned possesses the authority to legally execute and bind the Bond Counsel to the terms of this Contract.

## P. PUBLIC ENTITY CRIME

Pursuant to Section 287.133(2)(a), Fla. Stat.: “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

Any contract in violation of this provision shall be null and void.

## Q. CONFLICTS OF INTEREST

1. Pursuant to Section 420.512(5), Fla. Stat.:

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 s. 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.

2. Section 420.503(32), Fla. Stat., states:

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.

3. By executing this contract, the Bond Counsel certifies that it shall comply with, and is currently in compliance with, Section 420.512(5), Fla. Stat., as amended.

4. In addition to the conflict of interest rules imposed by the Florida Statutes, should the Bond Counsel become aware of any actual, apparent, or potential conflict of interest or should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of this Contract and prior to the conclusion of the Contract, the Bond Counsel will provide notification to Florida Housing, through first class certified mail, return receipt requested (Notice of Conflict of Interest), to the address and individual set forth in Section J, Administration of Contract herein, within ten (10) working days. If Florida Housing, in its sole discretion, finds the Bond Counsel to be in non-compliance with this provision, without prior written consent from Florida Housing's Executive Director, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing and all obligations on the part of Florida Housing to continue doing business with the Bond Counsel or assign any future transaction to the Bond Counsel shall, if Florida Housing so elects, terminate.

#### R. ENTIRE AGREEMENT

This Contract, including any and all attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions or obligations between the parties. This Contract supersedes all previous oral or written communications, representations or agreements on this subject.

#### S. SEVERABILITY

If any provision of this Contract is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict or unenforceability, and shall be deemed severable, but shall not invalidate any other provision of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract Number 064-2017, each through a duly authorized representative, effective on the Effective Date.

BRYANT MILLER OLIVE P.A.

KNOWLES & RANDOLPH, P.A.

By: George A. Smith, Jr.

By: [Signature]

Name/Title: George A. Smith, Shareholder

Name/Title: HAROLD M. KNOWLES MGRN, SHAREHOLDER

Date: July 13, 2017

Date: 7/11/2017

FEIN: 59-1315801

FEIN: 59-3452512

FLORIDA HOUSING FINANCE CORPORATION

By: Barbara E. Goltz

Name/Title: Barbara E. Goltz, Chief Financial Officer

Date: 7.14.17

**EXHIBIT A**

**REQUEST FOR QUALIFICATIONS (RFQ) 2017-02**

**BOND COUNSEL SERVICES**

**for**

**FLORIDA HOUSING FINANCE CORPORATION**

**February 3, 2017**

## **SECTION ONE INTRODUCTION**

Florida Housing Finance Corporation (“Florida Housing”) is soliciting competitive, sealed responses from qualified firms to provide Bond Counsel 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.

## **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.
“Bond”	Bond means any bond, debenture, note or other evidence of financial indebtedness issued by Florida Housing under and pursuant to Section 420.503(4) Fla. Stat.
“Bond Counsel”	Any attorney that Florida Housing enters into a Contract with to provide Bond Counsel services to Florida Housing.
“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 RFQ.
“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”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
“HUD”	The United States Department of Housing and Urban Development.

“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 a Respondent to this RFQ.
“RFQ”	This RFQ, including all exhibits referenced in this document and all other documents incorporated by reference.
“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. The Respondent must submit an original and five copies of the Response to the Contracts Manager in a sealed envelope marked “RFQ 2017-02.” 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 March 14, 2017. Responses will be opened at that time.

Contracts Manager  
Florida Housing Finance Corporation  
227 North Bronough Street, Suite 5000  
Tallahassee, FL 32301-1329  
(850) 488-4197  
Email: [Contracts.Manager@floridahousing.org](mailto:Contracts.Manager@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 Contracts Manager at the address given in Section Three, Item A. All questions must be submitted no later than 2:00 p.m., Eastern Time, on February 14, 2017. Phone calls will not be accepted. Florida Housing expects to respond to all questions in writing by 5:00 p.m., Eastern Time, on February 21, 2017. Florida Housing will post a copy of all questions received and the corresponding answers on Florida Housing's website at:

<http://www.floridahousing.org/BusinessAndLegal/Solicitations/RequestForQualifications/>.

Only written responses or statements from the Contracts Manager 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 Contracts Manager. 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**

The Bond Counsel shall provide legal services to Florida Housing which shall include, but are not limited to, the following:

A. Issuing standard, comprehensive Bond Counsel opinions as to the legality of the Bonds, the security for their payment and the exemption or exclusion from federal taxation of the interest on the Bonds.

B. Reviewing financing programs and advising on the legal feasibility and compliance with applicable law and pending or proposed revisions in the laws and regulations, including but not limited to Internal Revenue Service, U.S. Treasury and HUD, to include, but not be limited to, those programs initiated by Florida Housing, proposed to Florida Housing by prospective borrowers, or proposed to Florida Housing by underwriters, placement agents, or structuring agents, as applicable.

C. Assisting with procedures, required approvals and filings, schedule of events for timely issuance, potential cost-saving techniques and other legal matters relative to issuance of Bonds, remarketing Bonds, refunding Bonds, or any change affecting bond documents, whether the financing is undertaken by competitive bid or negotiated sale, or other financing programs, whether involving 501(c)(3) organizations or other entities.

D. Attending meetings and/or teleconferences of Florida Housing with its underwriters, placement agents, structuring agents, as applicable.

E. Attending meetings of the Board and its committees, as needed or requested by Florida Housing.

F. Preparing Board resolutions and any amendments thereto in order to authorize the issuance of Bonds, remarketing of Bonds, refunding of Bonds, or any change affecting bond documents.

G. Preparing trust indentures and/or funding loan agreements, trustee, registrar or paying agent agreements, servicing and administration agreements, loan agreements, mortgage origination agreements, and any other agreements or similar documents necessary, related or incidental to Bond financing.

H. If sale is by competitive bid, review bid documents, notice of sale, evaluation of bids and any other documentation or action necessary to conduct a sale of the Bonds in that manner.

I. Reviewing the preliminary official statement, official statement, private placement memorandum or other transaction summary document as applicable, the award resolution, and any amendments thereto, for the sale of the Bonds and reviewing the bond purchase agreement.

J. Preparing, obtaining, delivering and filing all closing papers necessary in connection with the sale and issuance of the Bonds, including, but not limited to, certified copies of all minutes, resolutions and orders; certificates such as officers, incumbency, signature, no prior pledge, arbitrage, IRS Forms; and verifications, consents and opinions from accountants, engineers, special consultants, attorneys and others.

K. Performing work including, but not limited to, validations, requests for proposals, educational seminars/workshops, and general Florida Housing needs in regard to bond programs.

L. Preparing and addressing issues in connection with the application for and preservation of private activity bond allocation from the State of Florida.

M. Preparing and delivering transcripts of all documents executed in conjunction with a bond transaction within 60 days, unless given a deadline extension by Florida Housing.

N. Maintain an emergency management/disaster recovery plan (Recovery Plan) which will be in place within 30 days of the execution of the Contract, and updated at least annually. A copy of such Recovery Plan will be provided to Florida Housing within 30 days of Contract execution. Bond Counsel shall update its Recovery Plan annually, and copies of all updates are to be provided to Florida Housing within 30 days of such updates. The Recovery Plan shall include, at a minimum, provisions relating to business closings and facilities restoration, record keeping and retention, the integrity of computer-based systems and the recovery thereof, employee availability and business interruption insurance. The Recovery Plan must demonstrate the ability to perform all services under the Contract without unreasonable delay. Bond Counsel acknowledges that it is assuming the risk of default if it cannot perform its obligations under the Contract in the event of a natural or man-made disaster or other unanticipated emergency situation.

## **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:

e. Keep and maintain public records required by the public agency to perform the service.

f. 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.

g. 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.

h. 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. The Respondent acknowledges that, if awarded a Contract by Florida Housing, it may not sub-contract any of the Bond Counsel services it is asked to provide to Florida Housing to any attorney in any other law firm other than the attorneys of the law firm in which Bond Counsel is currently employed.

K. The Respondent, if awarded a Contract by Florida Housing, will be called upon to render legal opinions in connection with Florida Housing bond transactions that may be as large as \$200 million per issue.

L. The Respondent, if awarded a Contract by Florida Housing, will be called upon to negotiate with lawyers representing other parties to the transaction, and will be called upon to issue legal opinions addressed to Florida Housing on complex bond issues.

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 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 2017-02 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), limit your Response to one bound volume, no more than 50 pages in length including exhibits. 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. The primary contact person so identified shall be responsible for making the Offeror's oral presentations to the Board.
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. Describe the Respondent's ability to be accessible to Florida Housing staff, availability for meetings, conferences, consultation, etc.
3. Describe the Respondent's ability to provide the services requested in Section Four of this RFQ immediately upon award of the contract.
4. Provide a brief description of the Offeror's firm, including but not limited to, the general capabilities of the firm including information relating to total size and staffing of the tax-exempt bond department, the housing tax-exempt bond department, research capability, resource facilities, professional labor staff and clerical support.
5. Provide evidence that at least one of the firms that is a member of a Respondent team is listed in the most recent edition of The Bond Buyer's Municipal Marketplace or the online version of that publication.

### **C. MINORITY INVOLVEMENT**

Florida Housing is actively seeking minority attorneys and law firms to serve as its Bond Counsel. Please describe:

1. The extent to which minority attorneys will be working on Florida Housing's account. Discuss whether such attorneys are partners/shareholders or associates in the Offeror's firm; the experience of such attorneys; and the role that such attorneys will play in serving Florida Housing.

2. How fees will be divided among the law firms, if the Offeror is more than one law firm. Discuss the minority attorney's involvement and experience for both SF and MF HFA bond issuance.

3. The ownership structure of the Offeror law firm or law firms, the number of minority owners of the firm, and the percentage of the firm's securities or ownership interest that is owned by minority attorneys.

#### D. HOUSING FINANCE EXPERIENCE OF FIRMS AND RESOURCES

1. Name the lead attorney who would be responsible for Florida Housing's account. State where this attorney is physically located.

2. Provide a list of all attorneys who would work on Florida Housing's bond issues. Describe their qualifications and experience and their ability to handle Florida Housing business on a priority basis. Discuss the Offeror's experience within the last three years with the issuance of tax exempt [including 501(c)(3)] and taxable housing Bonds. Be sure to indicate experience or work that was specifically done by the lead attorney who would be responsible for Florida Housing's account. When providing an answer to this request, include the following information:

- a. Purpose of issue (single family, multifamily);
- b. Size of issue and term of Bonds;
- c. Manner in which sold (competitive bid or negotiated sale; if enhanced, name of enhancer);
- d. Governmental entity issuing Bonds;
- e. Role the Offeror served in; Bond Counsel or underwriter's counsel;
- f. Whether or not the Offeror issued an opinion; and
- g. Describe the documents the Offeror was responsible for preparing.

3. Describe the Offeror's experience in the last three years as Bond Counsel for a state housing finance agency. Indicate experience or work that was specifically performed by the lead attorney who would be responsible for Florida Housing's account.

4. Describe the Offeror's experience in the last three years in issuance of Bonds involving the State Board of Administration or the Florida Division of Bond Finance. Indicate experience or work that was specifically done by the lead attorney who would be responsible for Florida Housing's account.

5. Describe the Offeror's participation in litigation of housing finance issues under Florida law. List cases in which your firm appeared, and describe the issues and outcome.

Indicate experience or work that was specifically done by the lead attorney who would be responsible for Florida Housing’s account.

**E. FEDERAL TAX EXPERIENCE**

1. List the Offeror’s attorneys who will be addressing federal tax issues for Florida Housing bond financings, and describe their experience with federal tax questions related to housing, including a list of clients for whom this work was performed.

2. Name the Offeror’s lead tax attorney who will be responsible for addressing these issues and describe that attorney’s experience.

**F. OTHER MULTIFAMILY AND SINGLE FAMILY HOUSING EXPERIENCE**

1. Describe the Offeror’s experience with mortgage credit certificate programs and bond refundings, reissuances and remarketings.

2. Describe the Offeror’s experience with the Low Income Housing Credit program, Florida’s State Apartment Incentive Loan (SAIL) program, the HOME Rental program, and HUD credit enhancement programs such as the HUD Risk-Sharing Pilot Program, Section 8 Restructurings, 221(d)(4) funding, etc.

3. Describe the Offeror’s experience with the Single Family Mortgage Revenue Bond Program, and Florida Housing’s Downpayment Assistance Programs.

**G. SYSTEMS AND TECHNICAL CAPABILITIES**

A bond closing typically involves the final negotiation and revision of 75 or more documents totaling some 400-500 pages. Occasionally, Florida Housing may conduct several simultaneous closings. Describe the Offeror’s staffing, systems and physical capabilities to produce large numbers of documents in a very short period of time and multiple iterations at both the Offeror’s office and at Florida Housing.

**H. FEES**

1. Indicate all fees to be charged to Florida Housing for multifamily issues, single family issues and other issues, according to the following bases, as applicable:

a. Per bond issues size. Fees should be stated according to the amount to be charged per \$1,000 of Bonds issued with respect to the following issue size:

1) \$1,000	-	\$30,000,000
2) \$30,000,001	-	\$50,000,000
3) \$50,000,001	-	\$100,000,000
4) \$100,000,001	-	Upward

To score this item, the Committee will use the number of transactions for each of the above listed bond issue sizes that occurred in 2016 and calculate the fee that Florida Housing would have paid for the Offeror's services. In 2016, Florida Housing had the following number of transactions:

- For size 1) there were twelve multifamily transactions;
- For size 2) there were zero multifamily or single family transactions;
- For size 3) there were two single family transactions; and
- For size 4) there was one single family transaction.

b. Fixed rate.

If a minimum fee per transaction is to be charged, it must be stated as well.

2. Describe how the Offeror would provide for printing, communication, travel and other related expenses. Please note that no travel expenses will be paid for Board meeting attendance. Other travel expenses will be paid in accordance with Florida Housing's then current travel policy.

3. Address the method of charging for daily inquiries and information on former bond transactions. If the respondent is the original Bond Counsel for the transaction, no fee will be paid for the inquiries or the information for that transaction. As of December 16, 2016, there was approximately 110 outstanding multi-family bond transactions.

***FINAL FEE SCHEDULE SHALL BE SUBJECT TO NEGOTIATION.***

I. LEGAL ISSUES

1. Each Offeror must have current malpractice insurance covering all services to be rendered. Securities coverage must be included. Please provide:

- a. Name of carrier and policy number;
- b. Effective date of insurance;
- c. Policy exclusions, if any;
- d. Current coverage amounts;
- e. Attorneys covered; and
- f. Type of coverage.

2. Provide detailed information on any and all litigation against the firm, or attorneys within the firm, which is currently pending, which judgment has been entered, or which has been settled within the past five years for more than \$20,000.

3. Provide detailed information on any and all administrative or civil litigation regarding any response of the Offeror, or any attorney associated with the Offeror, to any procurement process.

4. Does the Offeror represent clients that may present conflicts for the Offeror's representation of Florida Housing (such as trustees, banks, investment bankers, credit underwriters or developers)? Please list any potential conflicts. If applicable, address your ability to resolve these conflicts.

**J. 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 2017-02, that the Respondent has implemented a drug-free workplace program pursuant to Section 287.087, Fla. Stat.

Authorized Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**K. 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 2017-02, that the Respondent is a "minority business enterprise" as defined in Section 288.703(3), Fla. Stat.

Authorized Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**L. 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. Minority Involvement .....	50
D. Housing Finance Experiences of Firms and Resources .....	100
E. Federal Tax Experience .....	50
F. Other Multifamily and Single Housing Experience.....	100
G. Systems and Technical Capabilities.....	5
H. Fees.....	20
I. Legal Issues .....	50
<b>Total Points Available.....</b>	<b>385</b>

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.



**ADDENDUM #1**

**REQUEST FOR QUALIFICATIONS (RFQ) 2017-02**

**BOND COUNSEL SERVICES**

**FOR**

**FLORIDA HOUSING FINANCE CORPORATION**

**February 28, 2017**

**Item #1**

Section Six, Item C.2. is hereby deleted in its entirety and is replaced with the following:

1. How fees will be divided among the law firms, if the Offeror is more than one law firm. Florida Housing will require quarterly accountings of any such fee splits. Also, discuss the minority attorney's involvement and experience for both SF and MF HFA bond issuance.

**All other terms and conditions of RFQ 2017-02 remain the same.**

**To the extent that this Addendum gives rise to a protest, failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**

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**ADDENDUM #2**

**REQUEST FOR QUALIFICATIONS (RFQ) 2017-02**

**BOND COUNSEL SERVICES**

**FOR**

**FLORIDA HOUSING FINANCE CORPORATION**

**March 10, 2017**

**Item #1**

Section Three, Item A. is hereby deleted in its entirety and is replaced with the following:

- A. The Respondent must submit an original and five copies of the Response to the Contracts Manager in a sealed envelope marked “RFQ 2017-02.” 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 March 31, 2017. Responses will be opened at that time.

Contracts Manager  
Florida Housing Finance Corporation  
227 North Bronough Street, Suite 5000  
Tallahassee, FL 32301-1329  
(850) 488-4197  
Email: [Contracts.Manager@floridahousing.org](mailto:Contracts.Manager@floridahousing.org)

**All other terms and conditions of RFQ 2017-02 remain the same.**

**To the extent that this Addendum gives rise to a protest, failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**

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**ADDENDUM #3**

**REQUEST FOR QUALIFICATIONS (RFQ) 2017-02**

**BOND COUNSEL SERVICES**

**FOR**

**FLORIDA HOUSING FINANCE CORPORATION**

**March 23, 2017**

### **Item #1**

Section Two, the definition of “Respondent” is hereby deleted in its entirety and replaced with the following:

“Respondent or 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.

### **Item #2**

Section Six , Item C.4, is hereby created:

4. If applicable, provide evidence that the Respondent is a minority business enterprise as defined in Section 288.703, Fla. Stat.

### **Item #3**

Section Six, Items D.1 and 2. are hereby deleted in their entirety and replaced with the following:

3. Name the lead attorney who would be responsible for Florida Housing’s account. State where this attorney is physically located. Describe the previous experience or work completed, including the following information:
  - a. Purpose of issue (single family, multifamily);
  - b. Size of issue and term of Bonds;
  - c. Manner in which sold (competitive bid or negotiated sale; if enhanced, name of enhancer);
  - d. Governmental entity issuing Bonds;
  - e. Role the Offeror served in; Bond Counsel or underwriter’s counsel;
  - f. Whether or not the Offeror issued an opinion; and
  - g. Describe the documents the Offeror was responsible for preparing.
4. Provide a list of all other attorneys who would work on Florida Housing’s bond issues. Describe their qualifications and experience and their ability to handle Florida Housing business on a priority basis. If the firm consists of fewer than two attorneys, describe the firm’s contingency plan(s) if those attorneys become unable to meet the provisions of this RFQ. Discuss the Respondent’s experience within the last three years with the issuance of tax exempt [including 501(c)(3)] and taxable housing Bonds. When providing an answer to this request, include the following information for each of the other attorneys:
  - a. Purpose of issue (single family, multifamily);
  - b. Size of issue and term of Bonds;
  - c. Manner in which sold (competitive bid or negotiated sale; if enhanced, name of enhancer);
  - d. Governmental entity issuing Bonds;

- e. Role the Offeror served in; Bond Counsel or underwriter’s counsel;
- f. Whether or not the Offeror issued an opinion; and
- g. Describe the documents the Offeror was responsible for preparing.

**Item #4**

Section Six, Item I.1. is hereby deleted and replaced with the following:

5. At a minimum, each Respondent must have current malpractice insurance covering all services to be rendered in an annual amount of \$20,000,000 per claim and \$40,000,000 in the aggregate. Securities coverage must be included. Please provide:

- g. Name of carrier and policy number;
- h. Effective date of insurance;
- i. Policy exclusions, if any;
- j. Current coverage amounts;
- k. Attorneys covered; and
- l. Type of coverage.

**Item #5**

Section Seven is hereby deleted in its entirety and is replaced with the following:

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.1. Minority Involvement .....	30
C.2. Minority Involvement .....	10
C.3. Minority Involvement .....	10
C.4. Minority Involvement .....	25
D. Housing Finance Experiences of Firms and Resources .....	100
E. Federal Tax Experience .....	50
F. Other Multifamily and Single Family Housing Experience .....	100
G. Systems and Technical Capabilities .....	5
H. Fees .....	20
I. Legal Issues .....	50
<b>Total Points Available.....</b>	<b>410</b>

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.

**All other terms and conditions of RFQ 2017-02 remain the same.**

**To the extent that this Addendum gives rise to a protest, failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**

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**EXHIBIT B**  
**FEE SCHEDULE**

A. For new multifamily issues, Florida Housing shall pay Bond Counsel \$55,000 for issues up to \$30,000,000; plus \$1.30 per bond (in \$1,000 increments) for additional bonds up to \$50,000,000; plus \$1.00 per bond (in \$1,000 increments) for additional bonds in excess of \$50,000,000 per issue. Expenses up to a maximum of \$10,000 per bond transaction will be reimbursed in accordance with Item K., below.

B. For new single family issues, Florida Housing shall pay Bond Counsel a \$67,500 minimum for issues up to \$50,000,000; plus \$.90 per bond (in \$1,000 increments) for additional bonds up to \$75,000,000; plus \$.50 per bond (in \$1,000 increments) for issues over \$75,000,000 up to a maximum fee of \$139,500 for any size issue. Fees for issuances of short term bonds or notes will be negotiated at the time of the issuance. Expenses will be reimbursed in accordance with Item K., below.

C. Florida Housing shall withhold \$5,000 of Bond Counsel's fee at closing. For multifamily bond issuances, Florida Housing shall release the withheld fees when it has received the loose transcripts, five CDs and the bound transcripts from Bond Counsel. For single family bond issuances, Florida Housing will release the \$5,000 upon receipt of a minimum of five CDs and the bound transcripts from Bond Counsel.

D. In the event of simultaneous bond issuance of more than a single series of bonds pertaining to the same borrower and utilizing identical or substantially identical financing structures and documentation, Florida Housing shall pay Bond Counsel a fee determined on an aggregate basis for the total amount of the simultaneous bond issuance and not computed on each individual bond issuance. Florida Housing shall also pay Bond Counsel an additional increment for each separately documented series or issue simultaneously delivered in an amount determined by Florida Housing after discussions and negotiation among Florida Housing, Bond Counsel, and the borrower, based on an assessment of the amount of work required by Bond Counsel in the commitment relating to such issuance.

E. For remarketings that do not involve substantial document production or changes in the material terms (i.e. maturities, credit enhancement, mode of interest payment) or an amended disclosure document, fees shall be negotiated based on the complexity of the transaction and shall be subject to Florida Housing approval. Florida Housing shall treat other remarketings in the same manner as refundings.

F. Florida Housing shall negotiate fees for refundings on a case-by-case basis, based on the amount of work involved.

G. Hourly fees, if any, for consultation or advice, including responses to any audits, regarding an issue on which Bond Counsel had prior involvement shall be subject to approval by Florida Housing.

H. Florida Housing shall pay reasonable hourly fees for work on general corporate matters, audits, and issues on which Bond Counsel was not previously involved, but in no case exceeding \$295 per hour. Before Bond Counsel commences work that shall be billed to Florida Housing, Bond Counsel must get prior approval of Florida Housing's Office of General Counsel.

I. Florida Housing expects that each firm shall provide Florida Housing, without a separate billing, a reasonable number of unbilled hours of advice on general matters and issues on which they were not previously involved.

J. For other legal services not arising from a specific bond transaction or audit, Bond Counsel shall submit invoices for hourly fees, subject to Items G-I above.

K. Florida Housing shall reimburse Bond Counsel for undisputed, documented, and reasonable actual out-of-pocket expenses including out-of-pocket expenses for travel, (transportation, lodging & meals in accordance with Florida Housing's Travel Policy, as interpreted solely by Florida Housing, which may be amended from time to time) telephone & communications, postage and delivery, and printing/scanning costs, that are directly and exclusively related to the professional services rendered under this Contract. Copies/scans will be reimbursed at a rate of \$.15 per page.

L. Bond Counsel shall not be reimbursed for training, or any work not directly related to a specific bond transaction unless specifically requested in writing by Florida Housing.

#### M. Special Conditions

1. The Bond Counsel will make affirmative efforts to achieve cost effectiveness by consolidating court hearings, limiting travel, streamlining case processing, using printed forms, using the appropriate level of attorney or staff experience required by task, and taking other actions to improve efficiency.

2. Bond Counsel shall use existing Florida Housing agreements, when available and cost effective, to acquire services (e.g., computer-assisted legal research) and the assistance of professionals (e.g., court reporters, expert witnesses) at reduced rates.

3. Multiple staffing at meetings, hearings, depositions, trials, etc., by Bond Counsel will not be compensated without prior written approval from Florida Housing.

4. Bond Counsel agrees that all documents shall be promptly returned at the termination of the Bond Counsel's involvement in the case or matter at hand.

5. Florida Housing in-house staff shall be used in the legal matter to the maximum extent possible.

6. The Bond Counsel will provide immediate notice via e-mail, facsimile transmission or telephone regarding significant case developments which will likely result in media inquiries.

7. The Bond Counsel shall provide Florida Housing immediate notice of any representation undertaken by the Bond Counsel in matters where any client other than Florida Housing is suing or being sued by governmental or regulatory entities in any civil or adversarial administrative action.