

**REQUEST FOR QUALIFICATIONS (RFQ) 2015-04**

**SPECIAL COUNSEL SERVICES**

**for**

**FLORIDA HOUSING FINANCE CORPORATION**

**August 7, 2015**

## **SECTION ONE INTRODUCTION**

Florida Housing Finance Corporation (“Florida Housing”) is soliciting competitive, sealed responses from qualified attorneys to provide legal 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:

- A. Select two attorneys to act as Special Counsel for single family financings.
- B. Select two or more attorneys to act as Special Counsel for multifamily financings.
- C. Select one attorney to act as primary Special Counsel for Florida Housing’s Guarantee Fund and one attorney to act as alternate Special Counsel for the Guarantee Fund in the event the primary Special Counsel is unable to fulfill its role.

## **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.
“Days”	Calendar days, unless otherwise specified.
“Demonstration Loan”	Florida Housing loan(s) issued through a competitive solicitation process designed to address a specific housing need for a targeted group pursuant to Sections 420.507(41) and 420.5089(4), Fla. Stat.
“Effective Date”	The date the last party signs the contract that is awarded as a result of this RFQ.
“EHCL”	The Elderly Housing Community Loan program that Florida Housing administers pursuant to Sections 420.507 and 420.5087(3)(c)2, Fla. Stat. and Fla. Admin. Code R. 67-32.

“Exchange”	The Tax Credit Exchange Program authorized under Section 1602 of the American Recovery and Reinvestment Act of 2009.
“Florida Housing”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
“Guarantee Fund”	The Affordable Housing Guarantee Fund created and established with proceeds of revenue bonds issued by Florida Housing pursuant to Section 420.5092, Fla. Stat.
“HOME”	The HOME Investment Partnerships Program which includes, but is not limited to, the HOME Home Ownership Program and the HOME Multifamily Rental Program, pursuant to United States Department of Housing and Urban Development Regulations, 24 CFR Part 92 that Florida Housing administers pursuant to Sections 420.507 and 420.5089, Fla. Stat., and Fla. Admin. Code R. 67-47 and 67-48.
“HUD”	The United States Department of Housing and Urban Development.
“HUD Risk Sharing”	Housing Finance Agency Risk-Sharing Program for Insured Affordable Multifamily Project Loans, pursuant to 24 CFR Part 266.
“NIBP”	The New Issuance Bond Program created under the Housing and Economic Recovery Act of 2008.
“PLP”	The Predevelopment Loan Program that Florida Housing administers pursuant to Sections 420.507 and 420.526, Fla. Stat. and Fla. Admin. Code R. 67-38.
“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.
“SAIL Program”	The State Apartment Incentive Loan Program created pursuant to Sections 420.507(22) and 420.5087, F.S.

“Special Counsel”	Any attorney that Florida Housing enters into a contract with to provide legal services to Florida Housing as a result of this RFQ.
“TCAP”	The Tax Credit Assistance Program authorized in the American Recovery and Reinvestment Act of 2009.
“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 in a sealed envelope marked “RFQ 2015-04.” Each envelope or package containing Responses must clearly state the name of the Respondent. The Response that is the original must be clearly indicated on that Response. An electronic copy of the Response must also be submitted on a CD or flash drive. Florida Housing will not accept a faxed or e-mailed Response. Florida Housing must receive any Responses on or before 2:00 p.m., Eastern Time, on September 9, 2015. Responses will be opened at that 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 Special Counsel, 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 August 25, 2015. Phone calls will not be accepted. Florida Housing expects to respond to all questions in writing by 5:00 p.m., Eastern Time, on September 1, 2015. 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-year period.

I. Florida Housing's award of a contract to a Respondent does not obligate Florida Housing to assign a *pro rata* portion of work, or any work, to the Respondent for any service contemplated by the contract. Florida Housing is not required to use the services of any selected Special Counsel or to assign any work to such provider, and may terminate the contract with any selected Special Counsel 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 at Florida Housing's sole discretion.

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

A. Areas of Competence/Substantive Practice/Performance Areas include:

1. Florida Administrative Procedure Act;
2. Florida Public Records Act;
3. Florida Ethics Code for Public Officials;
4. Florida Government in the Sunshine Provisions;
5. Florida Procurement Law;
6. Florida Appropriations Law;
7. Federal/Florida Constitutional Law (separation of powers clause, due process clause, equal protection clause, state bonding clause);
8. Laws and Rules governing appearances before the Cabinet and the Florida Legislature;
9. Representation of the Corporation, Board of Directors of Florida Housing and Florida Housing staff at depositions, proceedings before Federal and State courts, and administrative proceedings;
10. Advise the Board of Directors of Florida Housing when the General Counsel represents Florida Housing;
11. State and Federal Labor Law for public and private sectors;
12. Appellate Law;
13. Loan closings;
14. Special Assets Loan closings, including but not limited to:
  - a. Modifications;
  - b. Assumptions;
  - c. Releases and terminations;
  - d. Real Estate document preparation and closings; workouts; and
  - e. Housing Credit qualified contracts.
15. Multifamily or commercial cases involving:
  - a. Receivership actions;

- b. Foreclosures;
  - c. Lender liability claims; and
  - d. Relief from bankruptcy stays in Chapter 11 cases;
16. HUD Risk Sharing; and
17. State and Federal laws and regulations regarding affordable housing and related issues.

B. Required Skills and Experience include:

- 1. Issuance of multifamily and single family mortgage revenue bonds;
- 2. State and Federal civil litigation experience;
- 3. Informal and formal administrative hearings, rulemaking and rule challenges;
- 4. Legislative drafting and appearances before the Florida Legislature;
- 5. Drafting appellate briefs;
- 6. Handling oral arguments before state and federal courts; and,
- 7. Real Estate document preparation; closings; workouts; and housing credit qualified contracts.

C. Special counsel will also perform the following services, as requested:

- 1. Act as Disclosure counsel;
- 2. Act as Bond Issuer's counsel;
- 3. Act as Real Estate Counsel;
- 4. Advise the Board of Directors of Florida Housing when the General Counsel's office represents Florida Housing staff;
- 5. Render legal opinions as appropriate;
- 6. Draft and/or review the preparation of all program documents used in connection with the single family, multifamily and Guarantee Fund financings;
- 7. Provide assistance and advice with respect to bonds already outstanding; and,
- 8. Provide assistance and advice with respect to bonds which the Respondent has provided legal opinions as long as the bonds and/or loans are outstanding.

D. Special Counsel selected will be expected to attend meetings of Florida Housing's Board and its subcommittees when requested. Without prior agreement, Special Counsel will not delegate key legal functions (such as court appearances) to another member of the firm.

## **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 contact 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), Fla. Stat., the Special Counsel, if awarded a contract under this RFQ, will be required “to comply with public records laws, specifically to:

a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and 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.

d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency 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 Special Counsel 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 must provide notification (Notice of Conflict of Interest) to Florida Housing, through first class certified mail, return receipt requested, within ten (10) working days, seeking consent from Florida Housing's Executive Director. If the Respondent is found to be in non-compliance with this provision, without written consent from Florida Housing's Executive Director, any compensation received in connection with the contract will be subject to forfeiture to Florida Housing.

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

J. CERTIFICATION STATEMENT:

**THE FOLLOWING MUST BE REPEATED IN THE RESPONDENT'S RESPONSE AND SIGNED BY AN INDIVIDUAL AUTHORIZED TO BIND THE RESPONDENT. THIS IS A MANDATORY 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 2015-04 and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response as the Respondent and that I am in compliance with all requirements of the RFQ, including but not limited to, the certification requirements stated in Section Five of this RFQ."

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Authorized Signature (Original)

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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 up to 30 pages. Responses to the items must be included immediately after the restated items without any reference to any appendix.

**NOTE:** Joint Responses are prohibited. A Response that includes an attorney and also discusses other attorneys in the same firm will not be considered to be a joint Response.

### **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 will be responsible for making the Respondent's oral presentations to staff and/or the Board, if requested.

2. Please indicate in your response the role the Respondent wishes to be considered in regard to Single Family bonds, Multifamily financings, Guarantee Fund or all three.

### **B. GENERAL INFORMATION**

Each Respondent must provide the following:

1. Proof Respondent holds an active license in good standing from the Florida Bar. Documentation is required prior to contract signing and annually thereafter.

2. A list of the courts in which the Respondent is admitted to practice.

3. Provide a copy of the current professional liability/malpractice insurance policy or 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;
- f. Type of coverage;
- g. Notices filed or sent to insurance carrier;
- h. Claims filed or sent to insurance carrier; and
- i. Claims paid.

The selected Respondent's firm must provide documentation of professional liability/malpractice insurance in effect prior to signing the contract and annually thereafter.

4. Describe the Respondent's ability to be accessible to Corporation staff and available for meetings, conferences, and consultations.

### C. LEGAL ISSUES

1. Discuss the Respondent's experience and the extent of the Respondent's responsibility within the last five years with the following areas of practice:

- a. Rulemaking under Florida's Administrative Procedure Act;
- b. Administrative hearings, including:
  - i. Bid protests;
  - ii. Rule challenges;
  - iii. Informal hearings; and
  - iv. Formal hearings;
- c. Civil litigation;
- d. Legislative issues, including drafting of proposed legislation at both the State and Federal level;
- e. Florida's Public Records, Government in the Sunshine, and Ethics laws;
- f. Government procurement or bidding practices;
- g. Real estate loan closings and title insurance issues;
- h. Federal laws and regulations regarding affordable housing, including, but not limited to, Section 8, HOME, HOPE VI, low-income housing tax credits, TCAP and Exchange and tax-exempt bonds for affordable housing;
- i. Contract and loan document drafting;
- j. Disclosures related to the issuance of housing bonds;
- k. Appellate work in the past five years. Cite the legal case references. Please also specify:
  - i. Number of briefs written; and
  - ii. Number of oral arguments conducted;
- l. Foreclosures;
- m. Receiverships;

- n. Lender liability claims;
  - o. Bankruptcy; and,
  - p. HUD Risk-sharing and Non-risk sharing defaults.
2. Describe the Respondent's experience with Florida Housing's Guarantee Fund.
  3. Describe the Respondent's experience as disclosure counsel on Single Family Mortgage Revenue Bond Issuances. Discuss the process for insuring accuracy within the offering documents and the process for handling any inaccuracies prior to and after bond issuance.
  4. Describe the quality assurance process employed by the Respondent to produce an accurate work product for the Corporation.
  5. Provide a list of all personnel and their resumes that are proposed to work on Florida Housing matters and describe their availability to handle Florida Housing business on a priority basis. Additionally, provide a summary of the background, qualifications, and experience of the professionals in the Respondent's firm that are currently involved in municipal bond matters, and if the Respondent's firm is awarded a contract such personnel who would be assigned to Florida Housing matters.
  6. Provide detailed information on any and all litigation against or by the Respondent, attorneys within the Respondent's law firm or the law firm with whom the Respondent is currently employed, which is currently pending, or in which judgment has been entered, or which has been settled within the past five years.
  7. Provide a list of the Respondent's clients that may present conflicts for the Respondent's representation of Florida Housing (such as trustees, banks, investment bankers, credit underwriters, or developers). If applicable, address the Respondent's plan to resolve these conflicts.
  8. Provide a list of clients that Respondent has withdrawn from representing in the last five years.
  9. Provide a list of the Respondent's clients that noted a "material" misstatement in the Official Statement per the Municipalities Continuing Disclosure Cooperation Initiative. For each misstatement, provide an explanation of the situation and the Respondent's role.

#### D. EXPERIENCE AND RESOURCES

1. Provide a minimum of five references for which the Respondent has provided services similar to those requested in Section Four of this RFQ. Include the company name, street address, contact name, and phone numbers for these references.

E. FEES

Where indicated in the tables below, the Respondent shall propose fees for the following types of counsel:

<b>TABLE A SINGLE FAMILY BONDS</b>	
Fee for Disclosure/Special Counsel	\$

<b>TABLE B MULTIFAMILY BONDS<sup>1</sup></b>		
Size of Bond Issue	Fee for Disclosure Counsel	Fee for Special/ Real Estate Counsel
Up to \$15,000,000	\$	\$
\$15,000,0001-\$25,000,000	\$	\$
\$25,000,001 and above	\$	\$

<b>TABLE C BONDS WITH GUARANTEE</b>	
Bonds with Guarantee	\$

Florida Housing reserves the right to negotiate a cap for the different types of bond issues.

In the event a multifamily bond issue involves multiple properties in scattered locations, the fee payable to Special Counsel and disclosure counsel shall be determined after discussion and negotiation between Florida Housing, Special Counsel and disclosure counsel.

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<sup>1</sup> Fees for notes will be discounted at a rate to be determined during contract negotiations.

**TABLE D  
NON-BOND TRANSACTIONS**

<b>Florida Housing Program</b>	<b>Fee per Transaction</b>
SAIL Program	\$
ELI	\$
Supplemental Loan Program (Pursuant to Fla. Admin. Code R. 67-48.005)	\$
9% HC only with Supplemental Loan Program	\$
HOME program (multi/single family)	\$
PLP (non-acquisition and acquisition)	\$
Demonstration Loans	\$
EHCL	\$
RRLP	\$
RRLP Supplemental Loan	\$
FHRP	\$
SHADP	\$
Exchange Loan	\$
TCAP Loan	\$
Other Supplemental Financing	\$
Special Assets	\$
Florida Housing Bond with Guarantee	\$
Local Bonds with Guarantee	\$
Easement Approval	\$
Land Use Restriction Agreement Amendments	\$
Subordination Requests	\$
Hourly Fee – Senior Partners and Principals	\$
Hourly Fee – Other Partners and Principals	\$
Hourly Fee – Senior Associates	\$

NOTE: Florida Housing reserves the right to negotiate fees for one-time use or for new types of Special Counsel services as they arise.

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 travel policy which incorporates the maximums established in Section 112.061, Fla. Stat.

2. Address the method of addressing daily inquiries and information on former bond transactions for which the Respondent was not the original Special Counsel. Note that if selected as Special Counsel on a bond issue, inquiries will be done at no cost to Florida Housing, to include IRS audit assistance. As of December 31, 2014 there are 128 developments financed by Florida Housing with bond transactions.

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

**F. DRUG-FREE WORKPLACE**

If the Respondent has implemented a drug-free workplace program, the Respondent must submit the following certification indicating that it meets all of the requirements of Section 287.087, Fla. Stat.:

I hereby certify on behalf of the Respondent, under the terms of RFQ 2015-04, that the Respondent has implemented a drug-free workplace program pursuant to Section 287.087, Fla. Stat.

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

**G. MINORITY BUSINESS ENTERPRISE**

If the Respondent is a minority business enterprise as defined in Section 288.703, Fla. Stat., the Respondent must submit the following certification:

I hereby certify on behalf of the Respondent, under the terms of RFQ 2015-04, that the Respondent is a “minority business enterprise” as defined in Section 288.703(3), Fla. Stat.

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

**H. CERTIFICATION STATEMENT (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:

**Multifamily Financing**

<u>Item Reference</u>	<u>Maximum Points</u>
B.4	General Information.....5
C.1.a.	Legal Issues.....10
C.1.b.	Legal Issues.....10
C.1.c.	Legal Issues.....10
C.1.d.	Legal Issues.....10
C.1.e.	Legal Issues.....10
C.1.f.	Legal Issues.....10
C.1.g.	Legal Issues.....20
C.1.h.	Legal Issues.....20
C.1.i.	Legal Issues.....20
C.1.j.	Legal Issues.....25
C.1.k.	Legal Issues.....10
C.1.l.	Legal Issues.....10
C.1.m.	Legal Issues.....10
C.1.n.	Legal Issues.....10
C.1.o.	Legal Issues.....10
C.1.p.	Legal Issues.....10
C.4.	Legal Issues.....10
E.	Fees .....25
Total Points Available.....245	

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**Single Family Bonds**

<u>Item Reference</u>	<u>Maximum Points</u>
B.4	General Information.....5
C.1.a.	Legal Issues.....10
C.1.d.	Legal Issues.....10
C.1.e.	Legal Issues.....10
C.1.i.	Legal Issues.....20
C.1.j.	Legal Issues.....40
C.3.	Legal Issues.....100
C.4.	Legal Issues.....20
C.9	Legal Issues.....20
E.	Fees .....50
Total Points Available.....285	

**Guarantee Fund**

<u>Item Reference</u>	<u>Maximum Points</u>
C.1.a.	Legal Issues.....5
C.1.d.	Legal Issues.....5
C.1.e.	Legal Issues.....5
C.1.j.	Legal Issues.....5
C.1.l.	Legal Issues.....5
C.1.m.	Legal Issues.....5
C.1.o.	Legal Issues.....5
C.1.p.	Legal Issues.....5
C.2.	Legal Issues.....15
C.4.	Legal Issues.....5
E.	Fees .....15
Total Points Available.....75	

Based on each individual committee member’s scores, Florida Housing shall compute a ranking for each Response, with the highest rank being “1.”

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 scoring/ranking 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.