

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 www.floridahousing.org .

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

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:

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

2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.”

Notwithstanding anything contained herein to the contrary, the provisions and requirements of this paragraph will only apply if and when the Contractor is acting on behalf of Florida Housing.

G. The Respondent acknowledges that if awarded a contract it will be prohibited from engaging in activities in connection with services related to Florida Housing transactions that produce direct or indirect financial gain for the Respondent other than for the compensation agreed upon in the contract that results from this RFQ, unless that Respondent has Florida Housing’s written consent after Florida Housing has been fully informed of such activities in writing.

H. The Respondent acknowledges that if awarded a contract it will be prohibited from engaging in any actual, apparent, or potential conflict of interest. Should any such actual, apparent,

or potential conflict of interest come into being subsequent to the effective date of the contract and prior to the conclusion of the contract, the Respondent will provide notification (Notice of Conflict of Interest) to Florida Housing, through first class certified mail, return receipt requested, within ten (10) working days, seeking consent from Florida Housing’s Executive Director. If the Respondent is found to be in non-compliance with this provision, without written consent from Florida Housing’s Executive Director, any compensation received in connection with the contract will be subject to forfeiture to Florida Housing.

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

J. 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>
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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
Total Points Available.....	385

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.