

**THIRD AMENDMENT
TO CONTRACT NUMBER 2012-01-02-001**

THIS THIRD AMENDMENT (“Amendment”) to CONTRACT NUMBER 2012-01-02-001 is entered into effective as of August 24, 2016, (“Effective Date”) by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (“Florida Housing”), and TIBOR PARTNERS, INC. (“Service Provider”).

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 2012-01-02-001, dated August 24, 2012, (“Contract”) wherein Service Provider agreed to provide or perform financial advisor services pursuant to RFP 2012-01. As used herein, “Contract” shall include within its meaning any modification or amendment to the Contract.
- B. The initial term of the Contract was for three years, beginning August 24, 2012, and ending August 23, 2015.
- C. Section 4 of the Contract provides that the Contract may be renewed for two, one-year terms.
- D. Florida Housing and Service Provider wish to renew the Contract for the second one-year renewal term, 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 as of the Effective Date. The above recitals are true and correct and form a part of this Amendment.

B. Renewal. The Contract is hereby renewed for the first one-year renewal term, beginning August 24, 2016, and ending August 23, 2017. Subject to any previous amendments or modifications and except as otherwise provided in this Amendment, the Contract shall stand renewed upon its same terms and conditions.

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.

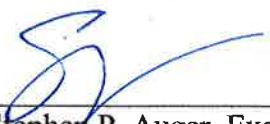
5. Except as specifically modified by this Amendment, the Contract shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have executed this THIRD AMENDMENT to Contract Number 2012-01-02-001, by a duly authorized representative, effective on August 24, 2016.

TIBOR PARTNERS, INC.

By: 
Name: WILLIAM L. JOHNSTON
Title: PRESIDENT/SOLE SHAREHOLDER
FEID#: 59-316 947
Date: MARCH 18, 2016

FLORIDA HOUSING FINANCE CORPORATION

By: 
Stephen P. Auger, Executive Director
Date: 3/28/16

**SECOND AMENDMENT
TO CONTRACT NUMBER 2012-01-02-001**

THIS SECOND AMENDMENT ("Amendment") to CONTRACT NUMBER 2012-01-02-001 is entered into effective as of August 24, 2015, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and TIBOR PARTNERS, INC. ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 2012-01-02-001, dated August 24, 2012, ("Contract") wherein Service Provider agreed to provide or perform Financial Advisor services pursuant to RFP 2012-01. As used herein, "Contract" shall include within its meaning any modification or amendment to the Contract.
- B. The initial term of the Contract was for three years, beginning August 24, 2012, and ending August 23, 2015.
- C. Section 3 of the Contract provides that the Contract may be renewed for two, one-year terms.
- D. Florida Housing and Service Provider wish to renew the Contract for the first one-year renewal term, 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:

- 1. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of the Effective Date. The above recitals are true and correct and form a part of this Amendment.
- 2. Renewal. The Contract is hereby renewed for the first one-year renewal term, beginning August 24, 2015, and ending August 23, 2016. Subject to any previous amendments or modifications and except as otherwise provided in this Amendment, the Contract shall stand renewed upon its same terms and conditions.
- 3. General Terms and Conditions.

(a) 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.

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

(c) 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.

(d) 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.

(e) 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 SECOND AMENDMENT to Contract Number 2012-01-02-001, by a duly authorized representative, effective as of the Effective Date.

TIBOR PARTNERS, INC.

By: 

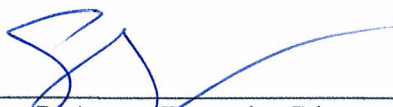
Name: WILLIAM L. JOHNSTON

Title: PRESIDENT / SOLO SHAREHOLDER

FEID#: 59-316 9347

Date: MAY 9, 2015

FLORIDA HOUSING FINANCE CORPORATION

By: 
Stephen P. Auger, Executive Director

Date: 5/12/15

**FIRST AMENDMENT
TO CONTRACT NUMBER 2012-01-02-001**

THIS FIRST AMENDMENT ("Amendment") to CONTRACT NUMBER 2012-01-02-001 is entered into effective as of June 30, 2014 ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and TIBOR PARTNERS, INC. ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 2012-01-02-001, dated August 24, 2012 ("Contract") wherein Service Provider agreed to provide or perform Financial Advisor services pursuant to Request for Proposal (RFP) 2012-01. As used herein, "Contract" shall include within its meaning any modification or amendment to the Contract.
- B. Florida Housing and Service Provider wish to 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 other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of the Effective Date. The above recitals are true and correct and form a part of this Amendment.
- 2. Amendments. The Contract is hereby amended to reflect the following changes:
 - a. Subsection 7(d) of the Contract is deleted in its entirety and replaced with the following:
 - (d) 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 Servicer in connection with this Contract is subject to the provisions of Section 119.01-.19, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The Service Provider 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), Fla. Stat., the Service Provider is required "to comply with public records laws, specifically to:

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

(ii) 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.

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(iv) 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.”

b. Paragraph A., p. A-6 of Exhibit A to the Contract is deleted in its entirety.

c. Paragraph C., p. A-7 of Exhibit A to the Contract is deleted in its entirety and replaced with the following:

C. Advice regarding the Guarantee Fund, SF Programs including the sale of MBS's in the TBA market and a review of current practices and procedures regarding the financing of housing and investment strategies relating thereto, to identify ways in which such practices and procedures could be improved.

d. In Paragraph D, p. A-7 of Exhibit A of the Contract, the bulleted subparagraph stating “Assisting the staff in the review and evaluation of revised cash flow reports and cash flow certificates prepared in connection with, but not limited to, bond redemptions” is deleted in its entirety.

e. Paragraphs E, p. A-8 of Exhibit A of the Contract is deleted in its entirety.

f. Paragraph J, p. A-8 of Exhibit A to the Contract is deleted in its entirety.

- g. Paragraph L, p. A-8 of Exhibit A to the Contract is deleted in its entirety.
- h. The first Paragraph M appearing on p. A-8 of Exhibit A to the Contract is deleted in its entirety.
- i. The second Paragraph M appearing on p. A-8 of Exhibit A to the Contract is deleted in its entirety.
- j. Paragraph B, p. B-1 of Exhibit B to the Contract is deleted in its entirety and replaced with the following:
 - B. For all services described in Exhibit A, Florida Housings shall pay an annual fee of \$250,000.00 payable quarterly in arrears. This includes services for the Guarantee Program, Single Family Program, and general corporate matters.
- k. Paragraph C, p. B-1 of Exhibit B to the Contract is deleted in its entirety.
- l. Paragraph D, p. B-1 of Exhibit B to the Contract is deleted in its entirety.
- m. All references and instances of "Financial Advisor" or "Financial Advisor Services," regardless of capitalization, in the Contract and any Exhibits thereto are deleted and replaced with "Corporate Advisor" and "Corporate Advisor Services" respectively.

3. General Terms and Conditions.

- a. This Amendment shall be attached to and made a part of the Contract. Provided, the failure to physically attach this Amendment to the Contract shall not, of itself, affect the validity and enforceability of the Amendment in accordance with its terms.
- b. 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.
- c. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.
- d. 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.
- e. 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

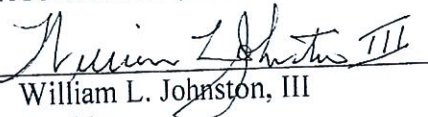
be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

f. 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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, Servicer Provider has executed this FIRST AMENDMENT to Contract Number 2012-01-02-001 by a duly authorized representative, effective as of the Effective Date.

TIBOR PARTNERS, INC.

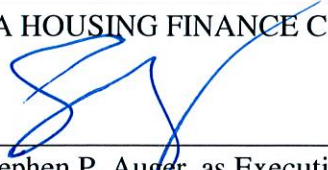
By: 
William L. Johnston, III
President

Servicer Provider FID#: 59-3169347

Date of execution: 6/27/14

IN WITNESS WHEREOF, Florida Housing has executed this FIRST AMENDMENT to Contract Number 2012-01-02-001, by a duly authorized representative, effective as of the Effective Date.

FLORIDA HOUSING FINANCE CORPORATION

By: 
Stephen P. Auger, as Executive Director

Date of execution: 6/30/14

**CONTRACT FOR
FINANCIAL ADVISOR SERVICES BETWEEN
FLORIDA HOUSING FINANCE CORPORATION
AND
TIBOR PARTNERS, INC.**

This Contract for Financial Advisor Services #2012-01-02-001 (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, and TIBOR PARTNERS, INC. (Financial Advisor) located at 8039 Collingwood Court, University Park, Florida, 34201-2358. This Contract shall become effective upon the date the last party signs the Contract (Effective Date).

RECITALS

- A. The Financial Advisor represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein and offers to perform those services described in Exhibit A, Request for Proposals (RFP) 2012-01, Section Four, Scope of Services, attached hereto and incorporated herein.
- B. Florida Housing has a need for such services and does hereby accept the offer of the Financial Advisor 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 Financial Advisor under the terms and provisions of this Contract.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. ATTACHMENTS

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

Exhibit A, RFP 2012-01
Exhibit B, Compensation of the Financial Advisor

2. ENGAGEMENT OF THE FINANCIAL ADVISOR

The Financial Advisor agrees to provide the services in accordance with the terms and conditions hereinafter set forth, and in accordance with the attachments, unless otherwise stated in this Contract. The Financial Advisor understands and agrees that all services under this Contract are to be performed solely by the Financial Advisor, unless prior written approval and consent is received from Florida Housing for any subcontract or assignment of services.

3. INCORPORATION OF LAWS, RULES AND REGULATIONS

Applicable federal and state laws, rules, and regulations shall govern both the Financial Advisor and Florida Housing.

4. TERM OF AGREEMENT

This Contract shall begin upon the date the last party signs the Contract (Effective Date). The term of the Contract shall be for three (3) years, subject to an annual performance review at the sole discretion of Florida Housing. If the parties mutually agree in writing, the Contract may be renewed twice. Each renewal shall be for a one-year period.

5. MODIFICATION OF AGREEMENT

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, signed by the parties and attached to this Contract. All other terms and provisions, not so modified, shall remain in full force and effect.

6. FEES

The Financial Advisor shall be compensated as described in Exhibit B attached hereto.

7. FILES

(a) Contents of the Files: The Financial Advisor shall maintain files containing documentation to verify all compensation to the Financial Advisor in connection with this Contract, as well as reports, records, documents, papers, letters, files, computer files, or other material received, generated, maintained or filed by the Financial Advisor in connection with this Contract.

(b) Retaining the Files: The Financial Advisor shall maintain these files for three (3) years after 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 three (3) year period and extends beyond the expiration of the three (3) 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: The Financial Advisor 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., Eastern Time, Monday through Friday, provided such day is not a holiday.

(d) 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 Financial Advisor in connection with this Contract is subject to the provisions of Section 119.01-19, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The Financial Advisor represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

(e) Return of the Files: In the event this Contract is terminated for any reason, all finished or unfinished documents, data, studies, computer files, correspondences, and other products prepared by or for the Financial Advisor under this Contract shall be immediately given to Florida Housing.

8. LIABILITY

(a) Florida Housing shall not be deemed to have assumed any liability for the acts, omissions, or negligence of the Financial Advisor, its agents, its servants, or employees, and the Financial Advisor specifically accepts responsibility for its acts, omissions or negligence and for the acts, omissions or negligence of its agents, servants or employees, and holds Florida Housing harmless from the claims of any third party. The Financial Advisor further acknowledges that it is not an employee or agent of Florida Housing while performing the services contemplated by this Contract. The Financial Advisor is an independent contractor authorized to do business in the State of Florida.

(b) The Financial Advisor specifically accepts responsibility for compliance with all applicable Florida laws, federal laws, Florida Housing rules and Florida Housing policies.

(c) The Financial Advisor specifically accepts responsibility for the 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 Financial Advisor in conjunction with the services rendered pursuant to this Contract. At no time shall the Financial Advisor make any commitments for or incur any charges or expenses for, or in the name of, Florida Housing.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by Florida Housing.

(e) The Financial Advisor 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 Financial Advisor.

(f) The Financial Advisor must maintain professional liability insurance throughout the term of the Contract in an amount of \$1,000,000.

9. DEFAULT AND REMEDIES

(a) If any of the events listed in subparagraph (b) (Events of Default) occur, all obligations on the part of Florida Housing to continue doing business with the Financial Advisor or assign any future transaction to the Financial Advisor 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 Financial Advisor as a participant after the happening of any event listed in subparagraph (b) without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the Financial Advisor in the final transaction.

(b) Events of Default shall include, but not be limited to, the following:

1. If any report, information, representation or material provided by the Financial Advisor in this Contract, is inaccurate, false or misleading;

2. If any warranty or representation made by the Financial Advisor 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;

3. If the Financial Advisor 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;

4. If, in the sole discretion of Florida Housing, the Financial Advisor has failed to perform or complete any of the services identified in the attachments;

5. If the Financial Advisor has not complied with all Florida laws, Federal laws, Florida Housing rules or Florida Housing policies applicable to the work;

6. If the Financial Advisor has discriminated on the grounds of race, color, religion, sex, national origin, or disability in performing any service identified in the Attachments;

7. If the Financial Advisor does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;

8. If the Financial Advisor commits fraud; or

9. If the Financial Advisor refuses to permit public access to any document, paper, letter, or other material subject to disclosure under Florida's Public Records Law.

(c) Upon the happening of any Events of Default listed in subparagraph (b) above, Florida Housing will provide written notice of the Default through first class certified mail, return receipt requested (Notice of Default), to the address set forth in Section 11 herein.

(d) Upon the happening of any Events of Default listed in subparagraph (b), Florida Housing may provide the Financial Advisor a period of time to cure the Event of Default (Cure Period). If Florida Housing provides a Cure Period, Florida Housing will notify the Financial Advisor of the length of the Cure Period in the Notice of Default.

(e) If Florida Housing provides a Cure Period and if the Financial Advisor 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:

1. Florida Housing may terminate the Contract on the tenth (10th) day after the Financial Advisor receives the Notice of Default;

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

3. Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from the Financial Advisor 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 Financial Advisor to suspend, discontinue or refrain from incurring fees or costs for any

Sherry Green
Contracts Administrator
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: (850) 488-4197
Facsimile: (850) 414-6548
E-mail: robin.grantham@floridahousing.org
or the designated successor.

(b) The primary Financial Advisor contract administrator for this Contract is:

William L. Johnston III
President
Tibor Partners, Inc.
8039 Collingwood Court
University Park, Florida 34201-2358
Phone: (941) 355-6276
Facsimile: (941) 355-6276
E-mail: wmlj3@comcast.net & wmlj3@aol.com
or the designated successor.

(c) The Florida Housing program contact for this Contract is:

Barbara E. Goltz
Chief Financial Officer
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: (850) 488-4197
Facsimile: (850) 414-6544
E-mail: barbara.goltz@floridahousing.org
or the designated successor.

(d) All written and verbal approvals referenced in this Contract shall be obtained from the parties' contract administrator or their respective designees.

(e) All notices shall be given to the parties' respective contract administrators or their respective designees.

12. CONFIDENTIALITY

(a) Subject to the provisions of Florida's Public Records Law, as applicable to Florida Housing, all materials furnished to Florida Housing pursuant to this Contract are confidential and the Financial Advisor 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.

(b) In addition, working papers, copies, internal documents, procedures, methods and related materials are considered confidential and/or proprietary and the Financial Advisor shall treat such information as confidential and/or proprietary and shall not reveal or discuss any such information 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.

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

13. OTHER PROVISIONS

(a) 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.

(b) If any provision hereof 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 and shall be deemed severable, but shall not invalidate any other provision of this Contract.

(c) No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by the Financial Advisor 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 Financial Advisor. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.

(d) 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.

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

14. 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 Financial Advisor further acknowledges that it has not retained the services of any lobbyist or consultant to assist in the procurement and negotiation of this Contract.

15. COPYRIGHT, PATENT AND TRADEMARK

(a) If the Financial Advisor brings to the performance of this Contract a pre-existing copyright, patent or trademark, the Financial Advisor 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 result of work or services performed under this Contract, or in any way connected herewith, the Financial Advisor 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 Financial Advisor shall notify Florida Housing in writing. Any and all copyrights or trademarks created by or in connection with the performance under this Contract are hereby reserved to Florida Housing.

(c) All subcontracts or other arrangements entered into by the Financial Advisor, 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.

16. LEGAL AUTHORIZATION

The Financial Advisor 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 Financial Advisor also certifies that the undersigned possesses the authority to legally execute and bind the Financial Advisor to the terms of this Contract.

17. PUBLIC ENTITY CRIME

A person or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not:

- a. submit a bid on a contract to provide any goods or services to a public entity;
- b. submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- c. submit bids on leases of real property to a public entity;
- d. be awarded or perform work as a consultant, supplier, subcontractor, or consultant under a contract with any public entity, and;
- e. transact business with any public entity in excess of the threshold amount

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.”

(b) Section 420.503(31), 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.”

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

(d) In addition to the conflict of interest rules imposed by the Florida Statutes, should the Financial Advisor 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 Financial Advisor will provide notification to Florida Housing, through first class certified mail, return receipt requested (Notice of Conflict of Interest), to the address set forth in Section 11 herein, within ten (10) working days. If the Financial Advisor is found 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.

19. 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. The Contract supersedes all previous oral or written communications, representations or agreements on this subject.

20. 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 2007-03-01-001, each through a duly authorized representative, effective on the Effective Date.

TIBOR PARTNERS, INC.

By: William Johnston III

Witness: Carol Johnston

Name and Title: WILLIAM L. JOHNSTON, III PRESIDENT

Date: AUGUST 21, 2012

FEIN: 59-3169347

FLORIDA HOUSING FINANCE CORPORATION

By: [Signature]

Witness: Shery [Signature]

Name and Title: _____

Date: 8/24/12

REQUEST FOR QUALIFICATIONS 2012-01

FINANCIAL ADVISOR SERVICES

for

FLORIDA HOUSING FINANCE CORPORATION

Published: May 11, 2012
Responses Due: June 15, 2012

SECTION ONE INTRODUCTION

Florida Housing Finance Corporation (Florida Housing) is soliciting competitive, sealed responses from qualified firms to provide financial advisor 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. Florida Housing intends that the financial advisor function shall consist of advising Florida Housing in evaluating and implementing various financing structures, including, among other things, dialogue with rating agencies, assistance in negotiating investment vehicles for bond proceeds or warehousing agreements and communications with lending institutions, or any other areas where Florida Housing requires advice and/or assistance. An Offeror shall be selected and determined through Florida Housing's review of each response, considering the factors identified in this RFQ and any other factors that it considers relevant to serving the best interests of Florida Housing and its mission. Florida Housing shall select one Offeror that proposes to provide all financial advisor services specified in this RFQ. Florida Housing reserves the right to negotiate with the second ranked Offeror for Financial Advisor services in the event the selected Offeror is unable or unwilling to perform as financial advisor during the contract.

Emphasis in the selection process will be placed on the Offerors' qualifications that demonstrate clearly a wide breadth of experience with state housing entities financial transactions, policies and programs. Such breadth of experience is meant to supplement that of Florida Housing's existing staff so the goals of Florida Housing can be achieved efficiently and in an expedited manner. Once selected, the Financial Advisor shall be charged with specific assignments as determined solely by Florida Housing.

SECTION TWO DEFINITIONS

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

| | |
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| "Board" | The Board of Directors of Florida Housing Finance Corporation. |
| "Committee" | The review committee composed only of employees of Florida Housing that is established pursuant to Fla. Admin. Code, R. 67-49.007. |
| "Contract" | The document containing the terms and conditions of this Request for Qualifications and any other term and condition that the parties agree to. |
| "Days" | Calendar days, unless otherwise specified. |
| "Effective Date" | The date the last party signs the Contract that is awarded as a result of this Request for Qualifications. |

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| “Financial Advisor” | A person or entity providing the financial advisor services described in Section Four 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. |
| “Guarantee Fund” | The Affordable Housing Guarantee Fund created and established with proceeds of revenue bonds issued by Florida Housing or its predecessor to implement the Florida Affordable Housing Guarantee Program. |
| “Guarantee Program” | The Florida Affordable Housing Guarantee program that Florida Housing administers pursuant to Sections 420.507 and 420.5092, Fla. Stat. and Fla. Admin. Code R. 67-39. |
| “HUD” | The United States Department of Housing and Urban Development. |
| “HUD Risk-Sharing” | The program administered by HUD pursuant to Section 542(c) of the Housing and Community Development Act of 1992(12 U.S.C. 1707). |
| “Interested Party” | A person or entity that obtains a copy of the Request for Qualifications from Florida Housing. |
| “Mortgage Backed Security or MBS” | A financial obligation secured by a pool of mortgages. |
| “Mortgage Credit Certificate” | Mortgage Credit Certificates are nonrefundable, federal tax credits that provide a form of housing assistance to persons with low and moderate incomes pursuant to Section 25 of the Internal Revenue Code of 1986, as amended. |
| “MMRB” | The Multifamily Mortgage Revenue Bonds program that Florida Housing administers pursuant to Sections 420.507 and 420.509, Fla. Stat., and Fla. Admin. Code, R. 67-21, <i>et.al.</i> |
| “Offeror” | Any entity which has the capability in all respects to perform fully the requirements contained in this Request for Qualifications and submits a response to this Request for Qualifications. |

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| “Response” | The written submission by an Offeror to this Request for Qualifications. |
| “RFQ” | This Request for Qualifications, including all exhibits referenced in this document and all other documents incorporated by reference. |
| “SFMRB” | The Single Family Mortgage Revenue Bond program that Florida Housing administers, pursuant to Sections 420.507 and 420.509, Fla. Stat., and Fla. Admin. Code R. 67-25 <i>et. al.</i> , and pursuant to Section 143, Internal Revenue Code of 1986, as amended. |
| “Staff” | Any employee of Florida Housing, including the Executive Director. |
| “TBA Market” | To Be Announced Market. The market in which MBS are sold. |
| “Threshold Item” | A mandatory requirement of the RFQ. Failure to meet any requirement in the RFQ designated as a “Threshold Item” shall result in rejection (no further action) of a Response. |
| “Website” | The Florida Housing Finance Corporation website, the home address of which is www.floridahousing.org . |

SECTION THREE PROCEDURES AND PROVISIONS

A. An Offeror must submit an original and five (5) copies of the Response in a sealed envelope marked “RFQ 2012-01.” A copy of the entire response must also be provided as an electronic version (either a CD or a flash drive). Emails will not be accepted for the electronic version. Each envelope or package containing Responses must clearly state the name of the Offeror. The Response that is the original must clearly indicate “Original” on that Response. Florida Housing shall not accept a faxed or e-mailed Response. Florida Housing must receive any Responses on or before 2:00 p.m., Eastern Time, on, **Friday, June 15, 2012**. Responses shall be opened at that time. Responses must be addressed to:

Sherry M. Green
Contracts Administrator
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301-1329
(850) 488-4197; Fax (850) 414-6548
email: sherry.green@floridahousing.org

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

C. All services under the Contract awarded are to be performed solely by the contractor, and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing, which consent shall not be unreasonably withheld. Any subcontracting contemplated by the Offeror shall be disclosed in the Offeror's Response to this RFQ.

D. Florida Housing in its sole discretion reserves the right to:

1. Waive minor deficiencies and informalities;
2. Accept or reject any or all Responses received as a result of this RFQ;
3. Obtain information concerning any or all Offerors from any source;
4. Schedule an oral interview before the Committee and/or the Board from any or all Offerors;
5. Select for Contract negotiation or for award, a Response other than that with the highest score if, in the judgment of Florida Housing, its and the public's best interest shall be served; and
6. Negotiate with the successful Offeror with respect to the terms of the Contract, including the fees, prior to entering into the Contract. If Contract negotiations cannot be concluded successfully with any selected Offeror within 60 Days, or such other extended date approved by the Board, in its sole discretion, Florida Housing may negotiate a Contract with the next ranked Offeror.

E. Any Interested Party may submit any question regarding this RFQ in writing via mail, fax, or e-mail to Sherry Green at the address given in Section Three, paragraph A. All questions are due by 5:00 p.m., Eastern Time, on **Monday, May 21, 2012**. Phone calls shall not be accepted. Florida Housing expects to respond to all questions by 5:00 p.m., Eastern Time, on **Thursday, May 24, 2012**. Florida Housing shall post a copy of all questions received and their answers on Florida Housing's Website at:

<http://www.floridahousing.org/Home/BusinessLegal/Solicitations/RequestForQualifications.htm>. Florida Housing shall also send a copy of those questions and answers in writing to any Interested Party that requests a copy. Florida Housing shall determine the method of sending its answers, which may include regular U.S. mail, overnight delivery, fax, e-mail or any combination of the above. Only written responses or statements from Sherry Green that are posted on the Website shall bind Florida Housing. No other means of communication, whether oral or written, shall be construed as an official response or statement from Florida Housing.

F. Any person who wishes to protest the specifications of this RFQ must file a protest in compliance with Section 120.57(3), Fla. Stat., and Fla. Admin. Code R. 28-110. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

G. The term of the Contract shall be for three years, subject to a satisfactory annual performance review at the sole discretion of Florida Housing. If the parties mutually agree in writing, the Contract may be renewed twice. Each renewal shall be for a one-year period.

H. Pursuant to Fla. Admin. Code R. 67-49.004, Florida Housing may modify the terms of the RFQ at any point prior to two (2) weeks of the due date for Responses. A notice of such modification shall be posted on Florida Housing's Website and shall be provided to potential Offerors who requested copies of the RFQ. The deadline for receipt of Responses may be extended as deemed necessary by Florida Housing.

I. The terms of this RFQ and any modifications thereto, shall be incorporated into any Contract offered as a result of this RFQ. Failure of a successful Offeror to accept these obligations in the final Contract may result in cancellation of the award at Florida Housing's sole discretion.

J. Prior to signing a Contract for the provision of services the Offeror must provide a copy of the declaration page for fidelity bond coverage and proof of professional liability errors and omissions insurance with limits of not less than one million dollars (\$1,000,000) which includes the following:

Name of carrier and policy number;
Effective date of insurance;
Policy exclusions, if any;
Current coverage amounts;
Parties covered;
Type of coverage.

K. Prior to signing a Contract for the provision of services the Offeror must provide evidence of certification that the Offeror is qualified to do business in the State of Florida (State).

SECTION FOUR SCOPE OF SERVICES

The Financial Advisor shall perform and render the services identified below as an independent contractor and not as an agent, representative, or employee of Florida Housing. These services shall be known as "consultant and professional services" and shall include, but are not limited to, the following areas:

A. Advice on structuring all issuances of Florida Housing bond, including advice on

the manner of sale of such debt to achieve the lowest interest rate possible, timing of such, and approval of bond pricings and compensation of bond underwriters and other professionals, through closing of the transaction.

B. Attendance at and participation in all meetings necessary to provide services, including meetings with institutional investors, credit analysts, underwriters, rating agencies and other public presentations, as requested..

C. Advice regarding each of the following of Florida Housing's programs: the Guarantee Fund, MMRB and SFMRB and other SF Programs to include sale of MBS's in the TBA market and the MCC program Advice regarding each of the following of Florida Housing's programs: the Guarantee Fund, MMRB and SFMRB, including a review of current practices and procedures regarding the financing of housing and investment strategies relating thereto, to identify ways in which such practices and procedures could be improved.

D. Advise staff in its coordination of the activities of the Florida Affordable Housing Guarantee Program, including but not limited to:

- Formulating, implementing and complying with feasibility studies that define housing eligibility to obtain the guarantee, as well as appropriate fees and charges, pursuant to Section 420.5092(8), Fla. Stat.;
- Maintaining a claims paying rating for the Guarantee Fund equal to or greater than the 3rd highest rating classification of any nationally recognized rating service;
- Monitoring outstanding obligations and the formulation of specific loss mitigation strategies;
- Developing tactics and strategies to maximize the Guarantee Fund's leverage capability;
- Assisting staff in the review and evaluation of revised cash flow reports and cash flow certificates prepared in connection with, but not limited to, bond redemptions;
- Assisting staff with default work-outs, as well as management of and eventual disposition/liquidation of foreclosed property to minimize risk and financial loss to the Guarantee Program;
- Providing recommendations regarding the capitalization and recapitalization of the Guarantee Fund's corpus, as well as other financial aspects, including but not limited to (re)bidding of investment contracts and liquidity facilities;
- Participating in discussions upon the occurrence of unexpected events, for instance the market disruptions associated with the financial crises of 2008/2009, with a view to minimize any negative effects; and

- Providing advice regarding operating procedures, underwriting guidelines, loan guarantees and risk levels.
- E. Assistance in developing strategies for rating Florida Housing's bonds or programs.
- F. Assistance in developing proposed or amended legislation and Florida Administrative Code rules to implement or enhance Florida Housing's programs.
- G. Assistance with analysis of options for investment of Florida Housing's funds.
- H. Assistance with soliciting and reviewing financing suggestions for Florida Housing related programs.
- I. Assistance in developing portfolio savings and efficiencies.
- J. Advice on and concurrence with reports submitted to Florida's State Board of Administration Division of Bond Finance in regard to various bond transactions, including but not limited to, reasonableness of the gross spread and pricing of the bonds.
- K. Advisory support for ongoing development of programs identified in Section 4.C, including identifying new strategies and initiatives that could be utilized to enhance operations and the performance of Florida Housing's programs as well as identifying new ideas in the marketplace that Florida Housing should be aware of in the pursuit of the respective programs' goals.
- L. Advice on the creation of all bond related Request for Qualifications and Requests for Proposals.
- M. Review stand alone and consolidated cashflows for SFMRB Indentures and provide an analysis to the Chief Financial Officer as to the strength and weaknesses.
- M. Review and advice on all bond program related documents.
- N. Perform such other financial advisory services and provide advice as appropriate and as requested by Florida Housing's Board of Directors and/or Executive Director and/or Chief Financial Officer.

SECTION FIVE CERTIFICATION

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

- A. The Offeror submits this Response without prior understanding, agreement, or

connection with any person or entity submitting a separate Response for the same services. However, any agreement with a person or entity with whom the Response is jointly filed and such joint filing is made clear on the face of the Response shall be an exception so long as the Response is in all respects fair and without collusion or fraud.

B. Any material submitted in response to this RFQ is a public record pursuant to Chapter 119, Fla. Stat., and subject to examination upon request, after Florida Housing provides a notice of decision pursuant to Section 120.57(3), Fla. Stat., or within 10 Days after the Response is opened, whichever is earlier.

C. The Offeror is in compliance with Section 420.512(5), Fla. Stat., which provides:

“Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term ‘service provider’ means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

(a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of \$100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider's application to provide services to the corporation, whichever period is shorter.

(d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.

(e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of this section, it may request a declaratory statement in accordance with the applicable rule and Section 120.565, Fla. Stat.

(f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into Contracts with the service provider.”

D. For the purpose of Section 420.512(5), Fla. Stat., “Prohibited Business Solicitation Communications” is defined by Section 420.503(32), Fla. Stat., which provides:

“Prohibited business solicitation communication’ means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:

- (a) A verbal communication made on the record during a public meeting;
- (b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;
- (c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.
- (d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.
- (e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business.”

E. The Offeror is in compliance with Section 287.133(2)(a), Fla. Stat., which provides in part:

A person or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not:

- a. submit a bid on a contract to provide any goods or services to a public entity;
- b. submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- c. submit bids on leases of real property to a public entity;
- d. be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and;
- e. transact business with any public entity in excess of the threshold amount provided in Section 287.017, Fla. Stat., for CATEGORY TWO: \$35,000, for a period of 36 months from the date of being placed on the convicted vendor list.

F. The Offeror acknowledges that any Offeror selected shall be prohibited from engaging in activities in connection with services related to Florida Housing transactions that produce direct or indirect financial gain for the Offeror other than the compensation agreed upon in the Contract that results from this RFQ, unless that Offeror has written consent from Florida Housing’s Executive Director after Florida Housing has been fully informed of such activities in

writing.

G. In addition to the conflict of interest rules imposed by the Florida Statutes, the Offeror that is selected to provide these services may not engage in any actual, apparent, or potential conflict of interest. Should any such actual apparent, or potential conflict of interest come into being subsequent to the effective date of the Contract and prior to the conclusion of the Contract, the Offeror shall provide notification (Notice of Conflict of Interest) to Florida Housing, through first class certified mail, return receipt requested, within 10 working days, seeking written consent from Florida Housing's Executive Director. If the Offeror is found to be in non-compliance with this provision, without written consent from Florida Housing's Executive Director, any compensation received in connection with the Contract shall be subject to forfeiture to Florida Housing.

H. Certification Statement

THE FOLLOWING SHALL BE REPEATED IN THE APPLICANT'S RESPONSE AND SIGNED BY AN INDIVIDUAL AUTHORIZED TO BIND THE APPLICANT. FAILURE TO INCLUDE THE CERTIFICATION STATEMENT BEARING AN ORIGINAL SIGNATURE SHALL RESULT IN REJECTION OF THE RESPONSE.

"I agree to abide by all conditions of RFQ 2012-01 and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response as the Applicant 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), and limit your Response to one bound volume. Responses to the items must be included immediately after the restated items without any reference to any appendix.

A. GENERAL INFORMATION

Provide the name, job title, address, office and cellular telephone number(s), fax number, and email 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 Offeror's oral presentations to Staff and/or the Board, if requested.

B. AFFORDABLE HOUSING EXPERIENCE, RESOURCES AND QUALIFICATIONS

1. Indicate the employee(s) of the Offeror that would be involved with the Florida Housing account. Provide a resume for each employee indicated. Identify those members of the Offeror who have experience with the (i) Florida Affordable Housing Guarantee Program or a comparable enhancement program, (ii) single family mortgage revenue bond program, (ii) multifamily mortgage revenue bond program, SFMRB and other SF Programs to include sale of MBS's in the TBA market and the MCC program and (iv) other state and local housing finance authorities. The Offeror must have been actively engaged in providing affordable housing financial consulting services to one or more major state housing finance entities for no less than 10 years..
2. Provide, in no more than two pages, a brief history of the Offeror's experience covering all of the programs listed in item 1. above and any additional information describing transactions in which the Offeror has played a significant role and which the Offeror considers most relevant to Florida Housing.
3. Describe the Offeror's experience in the workout of troubled or defaulted transactions, including but not limited to, the client/entity being served, a brief description of the transaction, the level of participation of the Offeror in any negotiations, and the result of the workout for the housing entity.
4. Describe and quantify the Offeror's financial advisory experience, from production through asset management, for a portfolio(s) of multifamily mortgages guaranteed by a state housing finance agency(ies) for both:
 - a. HUD Risk Sharing; and
 - b. 100% guaranteed by state HFA's.
5. Describe the Offeror's experience in creating and applying innovative housing financing techniques.
6. Describe advisory services that are non-bond related that would be provided to Florida Housing. Include recent examples of this type of advisory service provided to an affordable housing client.
7. Provide a statement of any other qualifications, resources or services, which the Offeror considers to be significant, innovative or otherwise relevant to Florida Housing in evaluating the Offeror's proposal.

8. Describe the advisory services the Offeror would provide to address the biggest challenges facing housing bond issuers in the next two (2) years.
9. Describe the Offeror's presence in Florida including any offices maintained in the State, the number of staff employed in the State and the number of staff to be assigned who are employed in the State.

C. LEGAL ISSUES

1. Submit a list of i) pending criminal or civil suits, arbitrations or other legal actions or dispute against any entity or person comprising the Offeror, if any, including investigation or disciplinary action by any state licensing board or professional society, any governmental agencies or oversight body, such as the Security Exchange Commission ("SEC"), Internal Revenue Service or entity including, but not limited to, any pending or anticipated proceedings or rule or order relating to a violation or alleged violation by the Offeror of any federal or state statute or regulation pertaining to the underwriting or sale of securities, the provision of investment advisory services or the issuance of securities, that could have an adverse material impact on the Offeror's ability to successfully perform the financial advisory services, or any failure to complete a contract awarded to any Offeror entity, and ii) sanctions and/or fines imposed, previous criminal or civil suits, arbitrations or other legal actions or disputes against any Offeror entity or person for claims commenced or concluded in the past five (5) years, if any. For each item on the list, briefly state the name and address of the party making claim(s) against the Offeror entity; the case or other identification number and the body hearing the action or dispute, if any; the general nature of the action or dispute; the amount in controversy; and the present status of the matter. Also, provide a list and description of any pending or anticipated proceedings by private parties against the Offeror (individually or in the aggregate) that the Offeror has determined may have a material adverse impact on the current financial status or operations of the Offeror entity.
2. Disclose any representation or relationship that may present a conflict of interest in providing Florida Housing with the services identified in Section Four of this RFQ.
3. Provide evidence that the Offeror is registered with the Securities and Exchange Commission (SEC) as required by SEC rules and the Municipal Securities Rulemaking Board, pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act.

D. COMPENSATION

Provide a specific detailed proposal as to the Offeror's requested total compensation, including any request for expense reimbursements.

FINAL FEES ARE SUBJECT TO NEGOTIATION.

E. DRUG-FREE WORKPLACE

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

F. MINORITY BUSINESS ENTERPRISE

If the Offeror is a minority business enterprise as defined in Section 288.703, Fla. Stat., the Offeror must submit a valid affidavit to demonstrate its status.

G. Certification (**Threshold Item**):

FAILURE TO INCLUDE THE CERTIFICATION STATEMENT LOCATED IN SECTION FIVE OF THIS RFQ BEARING AN ORIGINAL SIGNATURE SHALL RESULT IN REJECTION OF THE RESPONSE.

**SECTION SEVEN
EVALUATION PROCESS**

Individual Committee members shall evaluate and rank the Responses independently. As indicated in this section, points shall be assigned to certain items presented in Section Six of this RFQ. The individual Committee members shall evaluate the Responses by reviewing the answers to each of the items and assigning points up to the maximum points allowed for each item. The Committee shall not use those items without points assigned in computing the numerical score, but shall use them as part of their evaluation and recommendation process, for informational purposes, or as a basis for possible disqualification. The Committee shall also use the various scored items as a part of its evaluation and recommendation process. Based on the criteria for selection, committee members shall rank each Response with the highest rank being "1". The Committee may conduct one or more public meetings during which members may discuss their evaluations, make any adjustments deemed necessary to their evaluations to best serve the interests of Florida Housing's mission, interview Offerors, observe presentations by Offerors, and develop a recommendation or series of recommendations to the Board. The Committee and/or Staff may make a recommendation, in addition to providing the ranking information and the information from the non-scored items to the Board for the Board to use in making the final selection. The Committee and/or Staff may also give the Board a written and/or verbal narrative describing the reasons for any recommendation. In the event of a tie, Florida Housing shall give preference to the Response certifying a drug-free workplace has been implemented in accordance with Section 287.087, Fla. Stat. If a tie continues to exist, Florida Housing shall give preference to minority business enterprises as defined in Section 288.703, Fla. Stat. Staff may recommend that the Board conduct oral interviews as part of the evaluation process to select the Offeror. The Board may use the Responses, the Committee's ranking, the non-scored items in the Responses, any other applicable or

relevant information or recommendation provided by the Committee or Staff, any oral presentations of Offerors and any other information the Board deems relevant in its selection of Offerors to whom to award a Contract.

| <u>Section Six Item Reference</u> | <u>Maximum Points</u> |
|--|-----------------------|
| B.1 Experience/Resources and Qualifications | 25 |
| B.2 Experience/Resources and Qualifications | 50 |
| B.3 Experience/Resources and Qualifications | 40 |
| B.4. Experience/Resources and Qualifications | 40 |
| B.5. Experience/Resources and Qualifications | 25 |
| B.6. Experience/Resources and Qualifications | 10 |
| B.7 Experience/Resources and Qualifications | 25 |
| B.8. Experience/Resources and Qualifications | 5 |
| Total Points Available | 220 |

**SECTION EIGHT
AWARD PROCESS**

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

EXHIBIT B

COMPENSATION OF THE FINANCIAL ADVISOR

A. The Financial Advisor shall submit invoices directly to:

Ms. Lily Shen
Senior Accountant
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301-1329
or the designated successor.

- B. For all services described in Exhibit A, Florida Housing shall pay an annual fee of \$400,000 payable quarterly in arrears. This includes services for the Guarantee Program, Single Family Program, non Guarantee Fund enhanced Multifamily Bond Program, and general corporate matters.
- C. For Single Family bond issues greater than three within any twelve month period of time, Florida Housing shall pay a fee of \$50,000 per issue. For the calculation of this fee, a single bond issue will be considered only once within any 12 month time frame. When a 12 month period results in a payment under this provision, the succeeding calculation period begins following that point in time.
- D. For additional capitalizing bonds or recapitalizing bonds for the Guarantee Fund (GF), the fee of \$1.00 per \$1,000 of bonds will be charged.
- E. A fee of \$20,000 will be paid for a refunding of any existing guarantee that remains in the GF portfolio which requires a new credit underwriting and a new risk analysis. This fee includes any work needed to revise the current Guarantee Program rules.
- F. For any significant new programs, unknown at this time and not included above, a fee would be negotiated for the service provided related to that new significant program.
- G. Out-Of-Pocket Expenses
1. In connection with the financial advisory services contemplated in RFP 2012-01, Section Four, Scope of Services, Florida Housing shall reimburse the Financial Advisor for undisputed, documented, and reasonable actual out-of-pocket expenses, including out-of-pocket expenses for travel (transportation, lodging and meals in accordance with Florida Housing's Travel Policy, which may be amended from time to time), telephone and communications, postage and delivery, liability insurance, and printing costs that are directly and exclusively related to the professional services rendered under this Contract, not to exceed \$20,000 per annum.

2. The Financial Advisor agrees to exercise prudence in connection with out-of-pocket expenses incurred through advance planning where practicable. Florida Housing agrees to provide advance notice of meetings whenever feasible. To the extent the Financial Advisor's actual documented out-of-pocket expenses exceed the amount of \$20,000 in any contract year due to extraordinary or unusual requests for attendance at meetings by Florida Housing, the Financial Advisor may request an increase in the annual out-of-pocket expense amount which may be approved at Florida Housing's sole discretion.