

**SECOND AMENDMENT
TO CONTRACT NUMBER 2012-02-02-004**

THIS SECOND AMENDMENT ("Amendment") to CONTRACT NUMBER 2012-02-02-004 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 KUTAK ROCK LLP ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 2012-02-02-004, dated August 24, 2012, ("Contract") wherein Service Provider agreed to provide or perform Bond Counsel Services pursuant to RFQ 2012-02. 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. Article 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 second 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 SECOND AMENDMENT to Contract Number 2012-02-02-004, by a duly authorized representative, effective on August 24, 2016.

KUTAK ROCK LLP

By: David L. Amsden

Name: David L. Amsden

Title: Partner

FEID#: 47-0597598

Date: April 4, 2016

FLORIDA HOUSING FINANCE CORPORATION

By: Stephen P. Auger, Executive Director

Date: 4/5/16

**FIRST AMENDMENT
TO CONTRACT NUMBER 2012-02-02-004**

THIS FIRST AMENDMENT ("Amendment") to CONTRACT NUMBER 2012-02-02-004 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 KUTAK ROCK LLP ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 2012-02-02-004, dated August 24, 2012, ("Contract") wherein Service Provider agreed to provide or perform Bond Counsel Services pursuant to RFQ 2012-02. 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. Public Records. The Contract is amended by deleting Article 7 thereof in its entirety and substituting in its place the following:

"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."

4. 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 FIRST AMENDMENT to Contract Number 2012-02-02-004, by a duly authorized representative, effective as of the Effective Date.

KUTAK ROCK LLP

By: David L. Amsden

Name: David L. Amsden

Title: Partner

FEID#: 47-0597598

Date: May 11, 2015

FLORIDA HOUSING FINANCE CORPORATION

By: Stephen P. Auger
Stephen P. Auger, Executive Director

Date: 5/12/15

**CONTRACT FOR BOND COUNSEL SERVICES BETWEEN
FLORIDA HOUSING FINANCE CORPORATION
AND
KUTAK ROCK LLP**

This CONTRACT, #2012-02-02-004, is entered into in the City of Tallahassee, Leon County, Florida, by and between 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 KUTAK ROCK LLP ("BOND COUNSEL") located at Suite 2100, Peachtree Center South Tower, 225 Peachtree Street, N.E., Atlanta, Georgia 30303-1731. This CONTRACT shall bind the parties upon its execution by their representatives.

WHEREAS, FLORIDA HOUSING issued a Request for Qualifications (RFQ) 2012-02 for Bond Counsel Services on May 18, 2012.

WHEREAS, on July 20, 2012, the Board of Directors for FLORIDA HOUSING selected the BOND COUNSEL.

WHEREAS, the BOND COUNSEL has the expertise necessary to perform the duties and responsibilities outlined in this CONTRACT.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. ATTACHMENTS

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

1. Exhibit A - RFQ 2012-02 Bond Counsel Services
2. Exhibit B - Scope of Services
3. Exhibit C - Fee Schedule

ARTICLE 2. ENGAGEMENT OF BOND COUNSEL

FLORIDA HOUSING agrees to engage BOND COUNSEL and BOND COUNSEL agrees to perform the services set forth below. BOND COUNSEL understands and agrees that all services contracted for are to be performed solely by BOND COUNSEL and may not be subcontracted for or assigned without the prior written consent of FLORIDA HOUSING.

ARTICLE 3. SCOPE OF SERVICES

BOND COUNSEL agrees to perform the services described in ATTACHMENT B FOR BOND COUNSEL SERVICES, paragraph A. Scope of Services.

ARTICLE 4. TIME OF PERFORMANCE

This CONTRACT shall begin upon execution ("EFFECTIVE DATE") and shall end three (3) years from the date the first of the firms, selected by the Board of Directors for Florida Housing through RFQ 2012-02 to provide Bond Counsel services, signs the Contract ("PERIOD"), unless terminated earlier in accordance with the provisions of Article 7 of this Contract. The CONTRACT may be renewed twice. Each renewal shall be for an additional one-year period. Renewals are at the discretion of FLORIDA

HOUSING, and shall be contingent upon satisfactory performance evaluations by FLORIDA HOUSING.

ARTICLE 5. CONSIDERATION

(1) Fees and costs shall be paid in accordance with the provisions of ATTACHMENT A FOR BOND COUNSEL SERVICES, including ATTACHMENT B, FEE SCHEDULE.

(2) Justified and reasonable travel expenses which are directly and exclusively related to the professional services rendered under this contract will be reimbursed in accordance with Florida Housing's Travel Policy which may be amended from time to time. For the purpose of computing travel expenses, BOND COUNSEL's place of business shall be that listed in the Preamble to this CONTRACT and all travel expenses shall be computed on that basis.

(3) FLORIDA HOUSING is exempted from payment of Florida state sales and use taxes and Federal Excise tax. BOND COUNSEL, however, shall not use FLORIDA HOUSING's Tax exemption number to secure any materials or services. BOND COUNSEL shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this CONTRACT.

(4) BOND COUNSEL shall not pledge FLORIDA HOUSING's credit or make FLORIDA HOUSING a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

(5) In accordance with the provision of Section 287.0582, Florida Statutes, FLORIDA HOUSING's performance and obligation to pay under this CONTRACT is contingent upon an annual appropriation by the Legislature, if the terms of this CONTRACT extend beyond the current fiscal year.

(6) A contingency fee contract must be commercially reasonable. "Commercially reasonable" means the fees shall be no more than the amount permissible pursuant to rule 4-1.5 of the rules regulating The Florida Bar and case law interpreting that rule. If the amount of the fee is in dispute, the counsel retained by the state shall participate in mandatory binding arbitration. Attorney's fees shall be forfeited if, during the pendency of the case, the counsel retained by the state takes a public position that is adverse to the state's litigation or settlement posture.

(7) If multiple law firms are parties to the contract, each law firm must identify one member of its firm who is authorized to legally bind the firm.

ARTICLE 6. DOCUMENTATION

(1) BOND COUNSEL shall submit written invoices, in accordance with the requirements of ATTACHMENT A FOR BOND COUNSEL SERVICES, paragraph C, Format for Invoices, for all fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit. Fees that are due and owing after the performance of services related to the cost of issuance of bonds shall be paid at closing or upon completion of the assignment after receipt of Bond Counsel's written invoice.

All invoices shall be submitted to:

Melanie C. Weathers, Bond Administrator
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301
or the designated successor

(2) Each BOND COUNSEL who is under contract to provide BOND COUNSEL services for FLORIDA HOUSING shall, from the inception of the contractual relationship until at least 4 years after the contract expires or terminates, maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that concern the provision of BOND COUNSEL services. BOND COUNSEL shall make all such records available for inspection and copying upon request in accordance with Chapter 119, Florida Statutes.

ARTICLE 7. PUBLIC RECORDS

All documents prepared pursuant to this agreement are subject to Florida's Public Records Law. Refusal of BOND COUNSEL to allow public access to such records as required by such law shall constitute grounds for unilateral cancellation of this CONTRACT.

ARTICLE 8. TERMINATION OF CONTRACT

(1) FLORIDA HOUSING may terminate the CONTRACT for its convenience or cause by giving five (5) days written notice by registered mail to BOND COUNSEL,

specifying the effective date of termination. If this CONTRACT is terminated, BOND COUNSEL shall be reimbursed for services satisfactorily performed subject to any damages sustained by FLORIDA HOUSING that are caused by BOND COUNSEL.

(2) If this CONTRACT is terminated, all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for BOND COUNSEL under this CONTRACT shall be provided to Florida Housing and for the exclusive use of FLORIDA HOUSING.

(3) Notwithstanding the above, BOND COUNSEL shall not be relieved of liability to FLORIDA HOUSING for damages sustained by FLORIDA HOUSING by virtue of any termination or breach of this CONTRACT by BOND COUNSEL.

ARTICLE 9. AMENDMENTS

Any changes must be mutually agreed upon and incorporated in written amendments to this CONTRACT.

ARTICLE 10. INDEPENDENT BOND COUNSEL

BOND COUNSEL, and any of its employees, agents, or assigns, are independent contractors, and not employees or agents of FLORIDA HOUSING.

ARTICLE 11. LIABILITY

FLORIDA HOUSING shall not assume any liability for the acts, omissions to act or negligence of BOND COUNSEL, its agents, servants, or employees, and BOND COUNSEL shall hold Florida Housing harmless from the claims of any third parties, resulting from any negligent or fraudulent act or failure to act or any willful misconduct of BOND COUNSEL, its agents, servants or employees.

BOND COUNSEL shall maintain, during the period of this CONTRACT, a professional liability insurance policy for the professional services to be rendered.

BOND COUNSEL shall maintain, during the period of this Contract, professional liability insurance for the professional services to be rendered that includes, but shall not be limited to, errors and omissions coverage, in an amount no less than \$10,000,000. For those BOND COUNSEL that provide joint services to Florida Housing, at least one provider of these joint services shall maintain professional liability insurance in an amount no less than \$10,000,000, as described above.

BOND COUNSEL shall provide proof to Florida Housing's contract administrator at contract signing of the required professional liability insurance and annually thereafter on the anniversary of the contract signing.

ARTICLE 12. NONDISCRIMINATION AND COMPLIANCE

BOND COUNSEL shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work.

ARTICLE 13. ADMINISTRATION OF CONTRACT

1. The FLORIDA HOUSING contract administrator is Sherry Green.
2. BOND COUNSEL contract administrator is David Amsden, KUTAK ROCK LLP, Suite 2100, Peachtree Center South Tower, 225 Peachtree Street, N.E., Atlanta,

Georgia 30301-1731; email: david.amsden@kutakrock.com; telephone: 404-222-4644.

3. All written and verbal approvals referenced in this CONTRACT must be obtained from the parties' contract administrators or their designees.

4. All notices must be given to the parties' contract administrators.

5. This contract shall be governed by and construed under the laws of the State of Florida. Jurisdiction shall be in Florida and venue for any actions arising out of this CONTRACT shall lie in Leon County.

ARTICLE 14. 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 submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a BOND COUNSEL, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any contract in violation of this provision is null and void.

ARTICLE 15. CONFLICTS OF INTEREST

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

“Service providers shall comply with the following standards of conduct

as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term 'service provider' means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

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

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

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

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

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

(6) Each solicitation for a service provider to provide services shall require the service provider to formally acknowledge the conditions in subsection (5) and to agree, if selected, to abide by the conditions. When appropriate, the acknowledgment must include a statement that the service provider is currently in compliance with the conditions.

(7) Each contract or other form of agreement to retain a service provider to provide services must incorporate the conditions in subsection (5) and a provision allowing unilateral cancellation by the corporation for refusal of the service provider to comply with the terms of eligibility.

”

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

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

(a) A verbal communication made on the record during a public meeting;

(b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;

(c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.

(d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.

(e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business.”

(c) By executing this contract, Bond Counsel certifies that it shall comply

with, and is currently in compliance with, Section 420.512(5), Fla. Stat., as amended.

ARTICLE 16. CONTRACT AS INCLUDING ENTIRE CONTRACT

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

ARTICLE 17. SPECIAL CONDITIONS

(1) BOND COUNSEL agrees to permanently refrain from using or mentioning its association with FLORIDA HOUSING in advertisements, letterhead, business cards, etc. BOND COUNSEL services provided to FLORIDA HOUSING may be generally described in BOND COUNSEL'S professional resume. BOND COUNSEL may not give the impression in any manner that FLORIDA HOUSING recommends or endorses the BOND COUNSEL.

(2) All contacts with the news media pertaining to the subject of this CONTRACT shall be referred to FLORIDA HOUSING's contract administrator.

(3) Anything that is produced by or developed in connection with this contract shall remain the exclusive property of FLORIDA HOUSING and may not be copyrighted, patented, or otherwise restricted as provided by law. Neither BOND COUNSEL nor any other individual employed under this CONTRACT shall have any proprietary interest in any product(s) developed or produced under this CONTRACT.

(4) In addition to the conflict of interest rules imposed by the Rules Regulating

the Florida Bar, no attorney who is selected as Bond Counsel, no attorney that is a member of the Bond Counsel's law firm, or the Bond Counsel's law firm, may represent any person or entity in any matter or transaction before Florida Housing or before its Board without prior written approval by Florida Housing's Executive Director or his designee. Each Bond Counsel shall file a written disclosure identifying any person or entity that the firm represents in any capacity that does business with Florida Housing or appears before Florida Housing or its Board.

IN WITNESS WHEREOF, FLORIDA HOUSING FINANCE CORPORATION AND KUTAK ROCK LLP has executed this CONTRACT.

KUTAK ROCK LLP

By: David L. Amode
Name/Title: PARTNER
FEIN: 47-0597598

Witness: James Cobb
Date: 8/14/2012

FLORIDA HOUSING FINANCE CORPORATION

By: [Signature]
Name/Title: _____

Witness: Sheryl Chen
Date: 8/24/12

**FLORIDA HOUSING FINANCE
CORPORATION**

**REQUEST FOR QUALIFICATIONS (RFQ)
2012-02**

for

BOND COUNSEL SERVICES

**PUBLISHED: May 18, 2012
RESPONSES DUE: June 19, 2012**

**SECTION ONE
INTRODUCTION**

A. Florida Housing is a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat. Pursuant to Part V, Chapter 420, Fla. Stat., Florida Housing may issue revenue bonds to include the following: finance the development of affordable housing, make funds available to people in Florida to help them buy a home, capitalize the Florida Affordable Housing Guarantee Program, refinance prior bond issues of Florida Housing, and such other purposes as may be permitted by law. Florida Housing may issue bonds that are exempt from federal income tax and bonds that are not exempt from federal income tax. Florida Housing may issue bonds through competitive and negotiated sales, including private placements.

B. Florida Housing retains outside bond counsel to prepare bond documents, issue opinions on the tax exempt status of the bonds, answer questions posed by the Staff and the Board, interact with interested parties involved with bond transactions, and perform other functions as described more fully in this RFQ.

C. Florida Housing is soliciting competitive, sealed responses from qualified law firms to act as bond counsel to perform services for and on behalf of Florida Housing in accordance with the terms and conditions set forth in this RFQ.

D. Florida Housing expects to select one or more Offerors as bond counsel, although the Board may increase that number if it deems appropriate to meet the service needs of Florida Housing.

**SECTION TWO
DEFINITIONS**

For purposes of this document:

“Board”	The Board of Directors of the Florida Housing Finance Corporation.
“Bond Counsel”	Any attorney that Florida Housing enters into a Contract with to provide bond counsel services to Florida Housing.
“Committee”	The review committee appointed by the Executive Director that acts according to Fla. Admin. Code R. 67-49.007.
“Contract”	The document containing the terms and conditions of this RFQ and any other term and condition that the parties require.

“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, unless otherwise specified in writing.
“Florida Housing”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
“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. Chapter 67-39.
“HUD”	The United States Department of Housing and Urban Development.
“Interested Party”	A person or entity that requests a copy of the RFQ from Florida Housing.
“Offeror”	Any person or entity who has the capability in all respects to perform fully the requirements contained in this RFQ and submits a response to this RFQ.
“Response”	The written submission by an Offeror to this RFQ.
“RFQ”	This Request for Qualifications, including all exhibits referenced in this document and all other documents incorporated by reference.
“Staff”	Any employee of Florida Housing, including the Executive Director.
“Website”	The Florida Housing Finance Corporation website, the home address of which is www.floridahousing.org .

**SECTION THREE
PROCEDURES AND PROVISIONS**

A. An Offeror shall submit an original and five (5) copies of the Response in a sealed envelope marked "RFQ 2012-02." An electronic copy on a CD or a USB drive is required at the same time as the original and five copies. Each envelope or package containing Responses shall clearly state the name of the Offeror. The Response that is the original shall 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, Tuesday, June 19, 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.

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 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 award, a Response other than that with the highest ranking if, in the judgment of Florida Housing, both Florida Housing and the public's interest shall be best served; and

6. Negotiate with the successful Offeror(s) 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, fax, or e-mail to Sherry M. Green at the address given in Section Three, paragraph A. All questions are due by 5:00 p.m., Eastern Time, Tuesday, May 29, 2012. Phone calls shall not be accepted. Florida Housing expects to respond to all questions by 5:00 p.m., Eastern Time, on Friday, June 1, 2012. Florida Housing shall post a copy of all questions received and their answers on Florida Housing's Website. 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, Contracts Administrator, or her designee, that are posted on the Website shall be construed as an official response to questions submitted to 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 contents of this RFQ or other specifications, including addenda, shall 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 provided in the Contract shall be for three (3) years. The Contract may be renewed twice for an additional one (1) year period. Renewals are at the discretion of Florida Housing, and shall be contingent upon satisfactory performance evaluations by Florida Housing.

H. Florida Housing anticipates making Bond Counsel assignments on a rotating basis, with each Bond Counsel firm or team receiving a roughly comparable volume of work. Florida Housing's award of a Contract to an Offeror does not obligate Florida Housing to assign a *pro rata* portion of work, or any work, to the Offeror for any service contemplated by the Contract.

I. Florida Housing is not required to utilize the services of any selected Bond Counsel and may terminate any selected Bond Counsel without cause and without penalty.

J. In addition to the conflict of interest rules imposed by the Rules Regulating the Florida Bar, no attorney who is selected as Bond Counsel, no attorney that is a member of the Bond Counsel's law firm, or the Bond Counsel's law firm, may represent any person or entity in any matter before Florida Housing or before its Board without prior written approval by Florida Housing's Executive Director. Each Bond Counsel shall file a written disclosure identifying any person or entity that the firm represents in any capacity that does business with Florida Housing

or appears before Florida Housing or its Board. The first written disclosure shall be submitted on or before the Effective Date of the Contract, and, at least, annually thereafter for the duration of the Contract.

K. Florida Housing will not contract with any Offeror if there are outstanding documents owed to Florida Housing by that Offeror, or a member of that Offeror team, from a bond transaction prior to the date of publication of this RFQ.

L. Bond Counsel shall, have an emergency management/disaster recovery plan (Recovery Plan) in place within 30 days of the execution of the Contract; a copy of such Recovery Plan shall be provided to Florida Housing. 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 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.

C. Assisting as to 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 otherwise.

D. Attending meetings of Florida Housing with its underwriters or structuring agents.

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. All Board resolutions must be issued by Florida Housing's Legal Department and presented to the Board by Florida Housing's Legal Department.

G. Preparing trust indentures, 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, 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 others; and verifications, consents and opinions from accountants, engineers, special consultants and attorneys.

K. Performing work including, but not limited to, validations, requests for proposals, educational seminars/workshops, etc., 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.

SECTION FIVE CERTIFICATION

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

A. At least one of the firms that is a member of an Offeror team is listed in the most recent edition of The Bond Buyer's Municipal Marketplace or the online version of that publication.

B. 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.

C. 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 ten (10) Days after the Response is opened, whichever is earlier.

D. 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.”

E. 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.”

F. 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.

G. 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 for the compensation agreed upon in the Contract that results from this RFQ, unless that Offeror has Florida Housing's written consent after Florida Housing has been fully informed of such activities in writing.

H. The selection of the Offeror shall not result in any current or potential conflict of interest. Alternately, should any potential or existing conflict be known by the Offeror, the Response shall specify the party with whom the conflict exists or may arise, the nature of the conflict, and whether the Offeror would withdraw from the engagement or representation creating the conflict.

I. The Offeror 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.

J. The Offeror, 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.

K. The Offeror, 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.

L. Certification Statement

THE FOLLOWING SHALL BE REPEATED IN THE OFFEROR'S RESPONSE AND SIGNED BY AN INDIVIDUAL AUTHORIZED TO BIND THE OFFEROR. 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 2012-02 and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response as the Offeror 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, and do not include material outside of such volume. Responses to the items shall be included immediately after the restated items without any reference to any appendix.

If the Response is a joint Response submitted by more than one law firm, then all applicable items must be submitted as to all law firms that are participants in the Response. In such case, the items should be restated only once, and the complete response to such request must follow that one restatement.

A. GENERAL INFORMATION

1. Provide the name, job title, address, office and cellular telephone numbers, fax number 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 Committee and/or the Board.

2. 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.
3. State the physical location of the Offeror's firm and describe the firm's ability to be accessible to Florida Housing staff in Tallahassee, and availability for such events as meetings throughout Florida, conferences and consultation.
4. Describe what you see as the biggest challenge to housing bond issuers in the next two (2) years.

B. 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. Florida Housing will require quarterly accountings of any such fee splits.
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.

C. 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 (3) years with the issuance of tax exempt [including 501(c)(3)] or 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 unit issuing bonds;
 - (e) Role the Offeror served in; Bond Counsel or underwriter's counsel;
 - (f) Whether or not the Offeror issue an opinion; and
 - (g) What documents the Offeror was responsible for preparing.
3. Describe the Offeror's experience in the last three (3) years as bond counsel for a state housing finance agency. Indicate experience or work that was specifically done by the lead attorney who would be responsible for Florida Housing's account.
 4. Describe the Offeror's experience in the last three (3) 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.

D. 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.

E. OTHER MULTIFAMILY AND SINGLE 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, the 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, Florida Housing Guarantee Fund Program, 221(d)(4) fundings, etc.
3. Describe the Offeror's experience with the Single Family Mortgage Revenue Bond Program, the HOME Ownership Downpayment Assistance Program, the Homeownership Assistance Program, and the Fannie Mae Second Mortgage Downpayment Assistance Program.

F. SYSTEMS AND TECHNICAL CAPABILITIES

A bond closing typically involves the final negotiation and revision of 75 or more documents totaling some 400-500 pages. From time to time, 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. This information should include, but not be limited to, the following:

- Word processing capabilities, page per minute for printer, blacklining capabilities, compatibility with other systems (ability to use software offsite);
- Photocopying and collating capabilities;
- Access to documents from more than one terminal simultaneously;
- Facsimile machine capabilities; and
- Internet capacity

G. 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 or notes issued with respect to the following issue size:

1) \$1,000	-	\$10,000,000
2) \$10,000,001	-	\$20,000,000
3) \$20,000,001	-	\$50,000,000
4) \$50,000,001	-	\$100,000,000
5) \$100,000,001	-	Upward

To score this item, the Committee will use the average number of transactions for each of the above listed bond issue sizes that occurred in the years 2007-2011. The Committee will then calculate the fee that Florida Housing would have paid for the Offeror's services based on that average. The average number for the years 2007-2011, Florida Housing has the following number of transactions:

For size 1) there were seven (7) transactions;
For size 2) there were three (3) transactions;
For size 3) there was one (1) transaction;
For size 4) there were two (2) transactions; and
For size 5) there were two (2) transactions.

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 mailings, courier service, fax, telephone, 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 transactions, no fee will be paid for the inquiries or the information for that transaction. As of March 31, 2012, there was approximately 182 multi-family bond transactions.

FINAL FEE SCHEDULE SHALL BE SUBJECT TO NEGOTIATIONS.

H. 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.

I. DRUG-FREE WORKPLACE

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

J. MINORITY BUSINESS ENTERPRISE

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

K. CERTIFICATION STATEMENT

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. The Committee and/or Staff may recommend that the Board conduct oral interviews as part of the evaluation process to select the Offeror(s). 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 and/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.

The points available for each of the items to be evaluated are as follows:

<u>Item Reference</u>	<u>Maximum Points</u>
A.1.....	10
A.2.....	10
A.3.....	10
A.4.....	Threshold
B.1.....	20
B.2.....	05
B.3.....	05
C.1.....	10
C.2.....	50
C.3.....	30
C.4.....	20
C.5.....	10
D.1.....	30
D.2.....	20
E.1.....	20
E.2.....	20
E.3.....	20
F.....	10
G.1.....	30
G.2.....	10
G.3.....	20
 Total Available Points.....	 360

**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.

**FLORIDA HOUSING FINANCE CORPORATION
ATTACHMENT B FOR
BOND COUNSEL SERVICES***

A. SCOPE OF SERVICES

The BOND COUNSEL shall provide services to Florida Housing which shall include, but are not limited to, the following:

1. Issue 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.
2. Review and advise Florida Housing on the legal feasibility of the financing programs proposed to Florida Housing by prospective borrowers and by Florida Housing's underwriters and advising Florida Housing whether financing the programs will comply with applicable law and pending or proposed revisions in the law, including but not limited to, U.S. Treasury and HUD regulations.
3. Advise as to 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 otherwise.
4. Attend meetings of Florida Housing with its underwriters or structuring agents.
5. Attend meetings of the Board and its committees. Attendance is at BOND COUNSEL discretion unless specifically requested by Florida Housing.
6. Prepare 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. All Board resolutions must be issued by Florida Housing's Legal Department and presented to the Board by Florida Housing's Legal Department.
7. Prepare trust indentures, 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.
8. If sale is by competitive bid, assist in preparation of the 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.

9. Assist in preparation of the preliminary official statement, official statement, private placement memorandum, and preparation of the award resolution, and any amendments thereto, for the sale of the bonds and reviewing the bond purchase agreement.
10. Prepare, obtain, deliver and file 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 others; and verifications, consents and opinions from accountants, engineers, special consultants and attorneys as applicable.
11. Perform work including, but not limited to, validations, requests for proposals, educational seminars/workshops, etc., and general Florida Housing needs in regard to bond programs.
12. Prepare and address issues in connection with the application for and preservation of private activity bond allocation from the State of Florida.
13. Prepare and deliver transcripts of all documents executed in conjunction with a bond transaction within 60 days, unless a written deadline extension request is approved in writing by Florida Housing.
14. Render legal advice as to tax consequences of the transaction and advising Florida Housing as to compliance with the federal tax laws applicable to tax exempt bonds.
15. Address specific finance related questions and matters referred to Florida Housing from time to time, such as Florida Housing's compliance with the federal tax laws for mortgage revenue bonds; compliance by Florida Housing with the terms of its bond documents; compliance by Florida Housing with arbitrage rebate requirements; and matters regarding the investment of Florida Housing funds.
16. Perform work on general corporate matters, audits, and issues on which BOND COUNSEL was not previously involved.

B. COMPENSATION

OUT-OF-POCKET EXPENSES

In connection with the BOND COUNSEL services contemplated in paragraph A., Scope of Services above, Florida Housing shall reimburse BOND COUNSEL for undisputed, documented, and reasonable actual out-of-pocket expenses including out-of-pocket expenses for travel, (transportation, lodging & meals in accordance with Florida Housing's Travel Policy, as interpreted solely by Florida Housing, which may be amended from time to time) telephone & communications, postage and delivery, and printing costs, that are directly and exclusively related to the professional services rendered under this CONTRACT.

C. FORMAT FOR INVOICES

1. Within 30 days of service provision, each statement for fees and costs shall be submitted in a format that includes, at a minimum, the following information:
 - a. Case name and number, if applicable, or other legal matter reference, such as bond issue # and contract number 2012-02-02-004.
 - b. Invoice number for the particular bill
 - c. BOND COUNSEL taxpayer identification number
 - d. BOND COUNSEL and FLORIDA HOUSING contract administrators' names
 - e. Inclusive dates of the month covered by the invoice, where applicable
 - f. Itemization of the date; hours billed (if hourly); a concise, meaningful description of the services rendered, with sufficient detail to enable FLORIDA HOUSING to evaluate the services rendered and costs; the person(s) who performed the services for each day during which the BOND COUNSEL performed work; their hourly rate (if hourly).
(NOTE: If billing is based on other than an hourly rate, the basis for the billing must be explained in this section.)
 - g. A listing of all invoiced costs to be accompanied by copies of actual receipts.
 - h. The total of only the current bill. Prior balances or payment history should be shown separately, if at all.
 - i. A certification statement, signed by the BOND COUNSEL's contract administrator that reads, "I certify that all costs and fees claimed for payment are accurate and were performed in furtherance of the CONTRACT between KUTAK ROCK LLP and FLORIDA HOUSING."
 - j. Any other information as may be requested by FLORIDA HOUSING's contract administrator.

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

D. OTHER AVAILABLE SERVICES

Upon receiving approval from FLORIDA HOUSING, the BOND COUNSEL shall use existing FLORIDA HOUSING agreements, when available and cost effective, to acquire services (e.g., computer-assisted legal research) and the assistance of professionals (e.g., court reporters, expert witnesses) at reduced rates.

E. PUBLIC RECORDS

All documents prepared pursuant to the Contract are subject to Florida's Public Records Law. Refusal of the BOND COUNSEL to allow public access to such records, as required by such law, shall constitute grounds for unilateral cancellation of this Contract.

F. SPECIAL CONDITIONS

1. The BOND COUNSEL will make affirmative efforts to achieve cost effectiveness by consolidating court hearings, limiting travel, streamlining case processing, using printed forms, using the appropriate level of attorney or staff experience required by task, and taking other actions to improve efficiency.
2. Multiple staffing at meetings, hearings, depositions, trials, etc., by the BOND COUNSEL will not be compensated without prior written approval from FLORIDA HOUSING.
3. BOND COUNSEL agrees that all documents shall be promptly returned at the termination of the BOND COUNSEL's involvement in the case or matter at hand.
4. FLORIDA HOUSING in-house staff shall be used in the legal matter to the maximum extent possible.
5. The BOND COUNSEL will provide immediate notice via e-mail, facsimile transmission or telephone regarding significant case developments which will likely result in media inquiries.
6. The BOND COUNSEL shall provide FLORIDA HOUSING immediate notice of any representation undertaken by the BOND COUNSEL in matters where any client other than FLORIDA HOUSING is suing or being sued by the state of any state entity in any civil or adversarial administrative action.
7. The Contract must be signed by FLORIDA HOUSING's Executive Director, or an authorized signatory. Custody of the CONTRACT shall be maintained pursuant to Fla. Admin. Code R. 67-49.012.

ATTACHMENT C Fee Schedule

ALTERNATE BILLING SCHEDULE:

1. For new multifamily issues, Florida Housing shall pay BOND COUNSEL a \$55,000 for issues up to \$30,000,000; plus \$1.30 per bond (in \$1,000 increments) for additional bonds up to \$50,000,000; plus \$1.00 per bond (in \$1,000 increments) for additional bonds in excess of \$50,000,000 per issue. Expenses up to a maximum of \$10,000 per bond transaction will be reimbursed in accordance with Attachment A, Section B. Compensation, Out-Of-Pocket Expenses.

2. For new single family issues, Florida Housing shall pay BOND COUNSEL a \$75,000 minimum for issues up to \$50,000,000; plus \$1.00 per bond (in \$1,000 increments) for additional bonds up to \$75,000,000; plus \$.55 per bond (in \$1,000 increments) for issues over \$75,000,000 up to a maximum fee of \$155,000 for any size issue. If BOND COUNSEL is not participating jointly with another law firm to perform the services under this Contract, the above fees are reduced by 20% as follows: for issues up to \$50,000,000 a fee of \$60,000; plus \$.80 per bond (in \$1,000 increments) for additional bonds up to \$75,000,000; plus \$.44 per bond (in \$1,000 increments) for issues over \$75,000,000 up to a maximum fee of \$124,000 for any size issue. Fees for issuances of short term bonds or notes will be negotiated at the time of the issuance. Expenses will be reimbursed in accordance with Attachment A, Section B. Compensation, Out-Of-Pocket Expenses.

3. Florida Housing shall withhold \$5,000 of BOND COUNSEL's fee at closing. For multifamily bond issuances, Florida Housing shall release \$2,500 of the withheld fees when it has received the loose transcripts from BOND COUNSEL. Florida Housing shall release the remaining \$2,500 when it receives a minimum of five CDs and the bound transcripts from BOND COUNSEL. For single family bond issuances, Florida Housing will release the \$5,000 upon receipt of a minimum of five CDs and the bound transcripts from BOND COUNSEL.

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

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

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

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

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

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

10. For other legal services not arising from a specific bond transaction or audit, BOND COUNSEL shall submit invoices for hourly fees, subject to paragraphs 7-9 above.

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