

**THIRD AMENDMENT
TO CONTRACT NUMBER 2014-06-P-025-001**

THIS FIRST AMENDMENT (“Amendment”) to CONTRACT NUMBER 2014-06-P-025-001 is entered into and effective as of October 3, 2017, (“Effective Date”) by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (“Florida Housing”), and CAINE MITTER & ASSOCIATES INCORPORATED (“Service Provider”).

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 2014-06-P-025-001, dated October 3, 2014, (“Contract”) wherein Service Provider agreed to provide or perform independent registered municipal advisor services pursuant to RFQ 2014-06. 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 one year, beginning October 3, 2014, and ending October 2, 2015.
- C. Section 3 of the Contract provides that the Contract may be renewed for three, one-year terms.
- D. Florida Housing and Service Provider wish to renew the Contract for the third 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 third one-year renewal term, beginning October 3, 2017, and ending October 2, 2018. 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. Amendments.

- 1. The Contract is amended by deleting subsection K.1. 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 Service Provider in connection with this Contract is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The 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)(b), Fla. Stat., the Service Provider will be required to comply with public records laws, specifically to:

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

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

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

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

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

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Corporation Clerk at:

**Corporation Clerk
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329**

Phone: 850.488.4197

E-mail: Corporation.Clerk@floridahousing.org

D. 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.

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IN WITNESS WHEREOF, the Parties have executed this THIRD AMENDMENT to Contract Number 2014-06-P-025-001, by a duly authorized representative, effective as of October 3, 2017.

CAINE MITTER & ASSOCIATES INCORPORATED.

By: 

Name/Title: ANSEL CAINE / VICE PRESIDENT

Date: 7/17/17

FEIN: _____

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: Hugh R. Brown - General Counsel

Date: 7-19-17

**SECOND AMENDMENT
TO CONTRACT NUMBER 2014-06-P-025-001**

THIS SECOND AMENDMENT ("Amendment") to CONTRACT NUMBER 2014-06-P-025-001 is entered into and effective as of October 3, 2016, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and CAINE MITTER & ASSOCIATES INCORPORATED ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 2014-06-P-025-001, dated October 3, 2014, ("Contract") wherein Service Provider agreed to provide or perform independent registered municipal advisor services pursuant to RFQ 2014-06. 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 October 3, 2014, and ending October 2, 2015.
- C. Section 3 of the Contract provides that the Contract may be renewed for three, 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 October 3, 2016, and ending October 2, 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. Amendments.

- 1. The Contract is amended by appending the following to Section K.1., Public Records:

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Corporation Clerk at:

**Corporation Clerk
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Corporation.Clerk@floridahousing.org**

2. The Contract is amended further by creating Item 5. under Section L, Other Provisions:

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

D. 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.

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IN WITNESS WHEREOF, the Parties have executed this SECOND AMENDMENT to Contract Number 2014-06-P-025-001, by a duly authorized representative, effective as of the Effective Date.

CAINE MITTER & ASSOCIATES INCORPORATED

By: 

Name/Title: Ansel Caine / Vice President

Date: 8/1/2016

FEIN: 04-3440964

FLORIDA HOUSING FINANCE CORPORATION

By: 
Stephen P. Auger, Executive Director

Date: 8/2/16

**FIRST AMENDMENT
TO CONTRACT NUMBER 2014-06-P-025-001**

THIS FIRST AMENDMENT ("Amendment") to CONTRACT NUMBER 2014-06-P-025-001 is entered into effective as of October 3, 2015, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and CAINE MITTER & ASSOCIATES INCORPORATED ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 2014-06-P-025-001, dated October 3, 2014, ("Contract") wherein Service Provider agreed to provide or perform Independent Registered Municipal Advisor services pursuant to RFP 2014-06. 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 one year, beginning October 3, 2014, and ending October 2, 2015.
- C. Section C of the Contract provides that the Contract may be renewed for three, 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 October 3, 2015. 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 October 3, 2015, and ending October 2, 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 FIRST AMENDMENT to Contract Number 2014-06-P-025-001, by a duly authorized representative, effective as of the Effective Date.

CAINE MITTER & ASSOCIATES INCORPORATED

By: 

Name: ANSEL CAINE

Title: VICE PRESIDENT

FEID#: 04-3440964

Date: 6/25/15

FLORIDA HOUSING FINANCE CORPORATION

By: 

Stephen P. Auger, Executive Director

Date: 6/26/15

**CONTRACT FOR
INDEPENDENT REGISTERED MUNICIPAL ADVISOR SERVICES BETWEEN
FLORIDA HOUSING FINANCE CORPORATION
AND
CAINE MITTER & ASSOCIATES INCORPORATED**

This Contract for Independent Registered Municipal Advisor (IRMA) Services, 2014-06-P-025-001 (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, FL 32301, and Caine Mitter and Associates Incorporated (IRMA), located at 225 West 35th Street, Suite 900, New York, New York 10001. Upon execution by both parties, this Contract shall become effective as of the date the last party signs (Effective Date).

RECITALS

- A. The IRMA represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide Independent Registered Municipal Advisor (IRMA) Services identified herein and offers to perform those services described in Exhibit A, Request for Proposal (RFP) 2014-06 attached hereto and incorporated herein.
- B. Florida Housing has a need for such services and does hereby accept the offer of the IRMA 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 IRMA under the terms and provisions of this Contract.

AGREEMENT

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

A. ATTACHMENTS

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

Exhibit A, RFQ 2014-06
Exhibit B, Fees/Costs Schedule

B. ENGAGEMENT OF THE IRMA

The IRMA agrees to provide IRMA Services in accordance with the terms and conditions hereinafter set forth. The IRMA agrees to perform the services set forth in Exhibit A, and as otherwise stated in this Contract. The IRMA understands and agrees

that all services under this Contract are to be performed solely by the IRMA, and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing.

C. TERM OF CONTRACT

The initial term of this Contract shall be for one (1) year from the Effective Date. If the parties mutually agree in writing, the Contract may be renewed up to three (3) times. Each renewal shall be 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.

D. MODIFICATION OF CONTRACT

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

E. INVOICES

The IRMA shall submit invoices to the program contact person in Section J of this Contract. Each invoice for fees shall be in a format that is clearly itemized so that the invoice states the specific services performed and when and where the services were performed. Payment of an undisputed invoice shall be made within a reasonable period of time not to exceed 30 days after receipt of the invoice. If the IRMA is found to be in non-compliance with Florida laws, federal laws, Florida Housing rules or Florida Housing policies governing its duties hereunder, or fails to perform its duties hereunder, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing.

F. FEES/COSTS

The IRMA shall be compensated as described in the Fees/Costs Schedule attached hereto as Exhibit B.

G. LIABILITY: INDEPENDENT CONTRACTOR; COMPLIANCE WITH LAWS

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

2. This Contract is executed on behalf of Florida Housing by the signatory only in his or her designated capacity as representative and on behalf of Florida

Housing. Such individual shall neither have nor incur any individual or personal responsibility or liability under this Contract as a result of such execution.

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

4. The IRMA, together with its agents, suppliers, subcontractors, officers, and employees, shall have and always retain under this Contract the legal status of an independent contractor, and in no manner shall they be deemed employees of Florida Housing or deemed to be entitled to any benefits associated with such employment. During the term of this Contract, the IRMA shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law. The IRMA remains responsible for all applicable federal, state, and local taxes, and all FICA contributions.

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

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

7. The IRMA 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 IRMA.

H. DEFAULT AND REMEDIES

1. If any of the events listed in subparagraph (b) of this section occur, all obligations on the part of Florida Housing to continue doing business with the IRMA or assign any future transaction to the IRMA 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 IRMA as a participant after the happening of any event listed in subparagraph 2. of this section without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the IRMA in the transaction or any future transaction.

2. The Events of Default shall include, but not be limited to, the following:
 - a. If any report, information or representation provided by the IRMA in this Contract is inaccurate, false or misleading in any respect;
 - b. If any warranty or representation made by the IRMA in this Contract or any other outstanding agreement with Florida Housing is deemed by Florida Housing to be inaccurate, false or misleading in any respect;
 - c. If the IRMA fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;
 - d. If, in the sole discretion of Florida Housing, the IRMA has failed to perform or complete any of the services identified in the attachments;
 - e. If the IRMA has not complied with all Florida laws, federal laws, Florida Housing rules or Florida Housing policies applicable to the work;
 - f. If the IRMA has discriminated on the grounds of race, color, religion, sex, national origin, or disability in performing any service identified in the attachments;
 - g. If the IRMA does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;
 - h. If the IRMA commits fraud in the performance of its obligations under this Contract; or
 - i. If the IRMA refuses to permit public access to any document, paper, letter, computer files, or other material subject to disclosure under Florida's Public Records Law.

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

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

4. If Florida Housing provides a Cure Period and if the IRMA is unable or unwilling to cure the Event of Default within the Cure Period, Florida Housing may

exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude Florida Housing from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but are not limited to the following:

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

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

c. Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from the IRMA 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 IRMA to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the IRMA to reimburse Florida Housing for the amount of costs incurred; or

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

I. TERMINATION

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

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

J. ADMINISTRATION OF CONTRACT

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

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

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

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

3. The IRMA contract manager for this Contract is:

Ansel Caine
Executive Director
Caine Mitter & Associates Incorporated
225 West 35th Street, Suite 900
New York, New York 10001
Office: 212.686.8820
Cell: 919.475.4165
E-mail: acaine@cainemitter.com
or the designated successor.

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

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

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

1. **Public Records**

Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the IRMA in connection with this Contract is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The IRMA 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 IRMA 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.”

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

2. Confidentiality

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

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

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

d. Working papers, copies, internal documents, procedures, methods and related materials considered confidential and/or proprietary shall be treated as confidential and/or proprietary and shall not be revealed or discussed with any other person or entity, except as authorized or directed by Florida Housing. All

such records and materials will remain the property of Florida Housing.

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

3. Copyright, Patent and Trademark

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

b. If any discovery or invention arises or is developed in the course of or as a direct result of work or services performed under this Contract, the IRMA 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 IRMA shall notify Florida Housing in writing. Any and all copyrights or trademarks created by or in direct connection with the performance under this Contract are hereby reserved to Florida Housing.

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

4. Files

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

b. Retaining the Files: The IRMA shall maintain these files for five (5) years after the fiscal year in which the files become inactive, except that, if any litigation, claim or audit is commenced with respect to the transactions

documented by such files before the end of the aforementioned five (5) year period and extends beyond the expiration of the five (5) year period, these files will be retained until all litigation, claims, or audit findings involving the files have been resolved.

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

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

L. OTHER PROVISIONS

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

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

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

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

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

N. LEGAL AUTHORIZATION

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

O. PUBLIC ENTITY CRIME

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

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

P. CONFLICTS OF INTEREST

1. 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.

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

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

Q. ENTIRE AGREEMENT

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

R. 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Contract Number 2014-06-P-025-001, each through a duly authorized representative, effective on the Effective Date.

CAINE MITTER & ASSOCIATES INCORPORATED

By: 

Name/Title: Ansel M. Caine, Vice President

Date: September 30th, 2014

FEIN: 04-3440964

FLORIDA HOUSING FINANCE CORPORATION

By: 

Stephen P. Auger, Executive Director

Date: 10/3/14

EXHIBIT A

**REQUEST FOR PROPOSALS (RFP) 2014-06
INDEPENDENT REGISTERED MUNICIPAL ADVISOR
FOR
FLORIDA HOUSING FINANCE CORPORATION**

July 28, 2014

SECTION ONE INTRODUCTION

The Florida Housing Finance Corporation (“Florida Housing”) is soliciting competitive, sealed responses from qualified entities to provide independent registered municipal advisory services in accordance with the terms and conditions set forth in this Request for Proposal (RFP), and any other term or condition in any contract subsequently awarded. An Offeror shall be selected and determined through Florida Housing’s review of each Response, based upon Florida Housing’s consideration of the factors identified in the RFP and any other factors that Florida Housing considers relevant to serving the best interests of Florida Housing and its mission. Florida Housing expects to engage the services of one qualified independent registered municipal advisor who proposes to provide all of the services specified in this RFP. The primary services required are to provide municipal advisory services for single-family and multi-family mortgage revenue bonds.

SECTION TWO DEFINITIONS

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

“Board”	The Board of Directors of Florida Housing Finance Corporation.
“Committee”	The review committee composed only of employees of Florida Housing that is established pursuant to Fla. Admin. Code, R. 67-49.007.
“Contract”	The document containing the terms and conditions of this Request for Proposals and any other term or condition that is agreed to by the parties.
“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 Proposals.
“EMMA”	The Electronic Municipal Market Access system administered by the Municipal Securities Rulemaking Board (MSRB).
“Florida Housing”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
“Interested Party”	A person or entity that obtains a copy of this Request for Proposals from Florida Housing.
“IRMA”	Independent Registered Municipal Advisor registered with the Securities and Exchange Commission as a municipal

advisor. The Offeror awarded a Contract by Florida Housing to provide independent registered municipal advisor services described in Section Four, Scope of Services, of this RFP.

“Offeror”	Any person or entity who has the capability in all respects to perform fully the requirements contained in this Request for Proposals and submits a response to this Request for Proposals.
“Response”	The written submission by an Offeror to this Request for Proposals.
“RFP”	This Request for Proposals, including all exhibits referenced in this document and all other documents incorporated by reference.
“Staff”	Any employee of Florida Housing, including the Executive Director.
“TBA”	A term used to describe a forward mortgage-backed securities trade. The term TBA is derived from the fact that the actual mortgage-backed security that will be delivered to fulfill a TBA trade is not designated at the time the trade is made.
“Website”	The Florida Housing Finance Corporation website, the (URL) of which is www.floridahousing.org .

SECTION THREE PROCEDURES AND PROVISIONS

A. An Offeror must submit an original and three (3) copies of the Response in a sealed envelope marked “RFP 2014-06.” A copy of the entire Response must also be provided as an electronic version (either CD or a flash drive). E-mails 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 Monday, August 18, 2014. Responses shall be opened at that time.

Contracts Manager
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301-1329
(850) 488-4197; Fax (850) 414-6548
E-mail: Contracts.Manager@floridahousing.org

B. This RFP 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 the RFP.

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 RFP;
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 ranking if, in the judgment of Florida Housing, its and the public's interest shall be best served; and
6. Negotiate with the successful Offeror with respect to any additional terms or conditions of the Contract.

E. Any Interested Party may submit any question regarding this RFP in writing via mail or e-mail to the Contracts Manager at the address given in Section Three, paragraph A. All questions are due by 5:00 p.m., Eastern Time, on Monday, August 4, 2014. Phone calls shall not be accepted. Florida Housing expects to respond to all questions in writing by 5:00 p.m., Eastern Time, on Monday, August 11, 2014. Florida Housing shall post a copy of all questions received and their answers on Florida Housing's website at:

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

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 send its answers, by regular U.S. mail, overnight delivery, fax, e-mail or any combination of the above. Only written responses or statements from the Contracts Manager that are posted on our 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 RFP must file a protest in compliance with Section 120.57(3), Fla. Stat., and Rule Chapter 28-110, Fla. Admin. Code. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

G. The term of the contract shall be for one (1) year 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 up to three (3) times for an additional one (1) year period.

H. Florida Housing is not required to utilize the services of the selected Contractor and may terminate the selected Contractor without cause and without penalty.

J. Pursuant to Fla. Admin. Code R. 67-49.004, Florida Housing may modify the terms of the RFP 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 RFP.

K. The terms of this RFP, and any modifications thereto, shall be incorporated into any Contract offered as a result of this RFP. 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.

SECTION FOUR SCOPE OF SERVICES

Services to be provided by the Independent Registered Municipal Advisor (IRMA) may include, but not be limited to, the following:

A. Submit recommendations, which include but are not limited to: Method of Sale letters regarding the feasibility of any financing plan, bond structure or other single family ("SF") or multi-family ("MF") financing ideas that might further Florida Housing's mission;

B. Advise on structures of all issuances of Florida Housing bonds; 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/compensation of bond underwriters and other professions through closing of the transaction to achieve the outcome expected by Florida Housing;

C. Assistance with analysis of options for investment of indenture bond funds for both SF and MF;

D. Review ideas proposed by the FHFC investment banking team;

E. Design, develop, review and run cash flows for both negotiated and competitive bond sales at Florida Housing's request. This may include consolidated and single issue cash flows for parity indentures and cash flows for stand-alone bond issuances;

F. Evaluate bond cash flows, either consolidated or single issue;

G. Provide full analytical support for any disclosures in EMMA filings, which may or may not be required by changes in regulations;

H. Provide advice on all aspects of Florida Housing's To Be Announced (TBA) program(s). Advise Florida Housing on mortgage pipeline management, including interest rate risk management using forward settlement trades, at Florida Housing's request. Solicit bids and execute trades with counterparties. Monitor trade fulfillment and make recommendations on pair-offs. Perform daily best execution analysis within the TBA program and between the TBA

program and Bond issuance program. Secure and maintain relationships with counterparties, on behalf of Florida Housing. Evaluate the performance of the counterparties, in addition to monitoring the margin and compensating interest requirements of each firm. Provide MBS (mortgage-backed securities) allocation instructions to the master servicer and to the trustee in advance of monthly TBA settlements. Provide ad-hoc analyses for all aspects of Florida Housing's TBA program;

- I. Assist and advise as needed with the MCC program at Florida Housing's request; and
- J. Furnish such other financial advisory services as requested by Florida Housing.

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 Five, subsection G, of the RFP, 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 RFP 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 pertinent 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, proposal, or reply on a contract to provide any goods or services to a public entity;
- b. Submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work;
- c. Submit bids, proposals or replies 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: \$35,000.00, for a period of 36 months from the date of being placed on the convicted vendor list.

F. Pursuant to Section 119.0701(2), Fla. Stat., the Service Provider is required “to comply with public records laws, specifically to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically

must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.”

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

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 RFP, unless that Offeror has Florida Housing’s written consent after Florida Housing has been fully informed of such activities in writing.

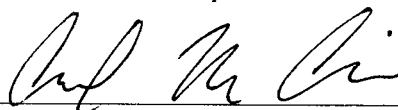
In addition to the conflict of interest rules imposed by the Florida Statutes, the Offeror that is (are) selected may not engage in any actual, apparent, or potential conflict of interest. Should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective 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 ten (10) working days, seeking 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.

The Offeror, in submitting this Response, acknowledges and agrees that the terms and conditions of this RFP, as well as any modifications thereto, shall be incorporated into any Contract offered as a result of this RFP.

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 RFP 2014-06 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 RFP, including but not limited to, the certification requirements stated in Section Five of this RFP.”



Authorized Signature (Original)

Ansel M. Caine, Vice President

Print Name and Title

**SECTION SIX
INFORMATION TO BE PROVIDED IN RESPONSE**

In providing the following information, restate each item and sub-item (with its letter and number), limit your Response to one (1) 40-page bound volume. Responses to the items must be included immediately after the restated items without any reference to any appendix. The final fee schedule shall be subject to negotiation.

A. GENERAL INFORMATION

The Offeror shall provide the following:

1. (THRESHOLD ITEM) The Offeror must be registered with the U.S. Securities and Exchange Commission and Municipal Securities Rule Making Board, pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act. The Offeror must include information evidencing compliance with this requirement. NOTE: Failure to include this information shall result in rejection of the response.

2. Documentation to support that the key personnel as proposed by the Offeror providing the services outlined in the Scope of Services section have at least (5) five years of experience with the issuance of single family and multi-family housing revenue bonds for state housing finance agencies.

3. 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 shall be accessible if the primary contact cannot be reached.

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 the key personnel indicated. Identify those members of the Offeror who have experience with:

- a. Multi-family mortgage revenue bond programs;
- b. Single family mortgage revenue bond programs;
- c. TBA programs;
- d. Running and analyzing cash flows;
- e. MCC programs; and
- f. Providing any other state and local housing finance entity programs.

The Offeror must have been actively engaged in providing municipal advice to one or more major state housing finance entities for no less than five (5) years.

2. Provide a list of all bond issuing entity clients, including state housing finance entity clients, for which your firm provided professional services within the last three (3) years, including names, addresses, telephone numbers and e-mail addresses. Prior to submittal of the Response, the Offeror must inform the named references that their names are being listed.

3. Provide a brief history of the Offeror's experience covering all of the programs listed in Item 1. above and any additional information describing activities in which the Offeror has played a significant role and which the Offeror considers most relevant to Florida Housing.

4. Describe the advisory services the Offeror would provide to address the biggest challenges facing housing bond issuers within the next two (2) years.

5. For services described in Section Four, Scope of Services, provide a list detailing state-level HFA's to which your firm provides each of these services.

6. Briefly describe how the Offeror would provide the services in Section Four, Scope of Services, to Florida Housing.

C. LEGAL ISSUES

1. Offerors must submit a list of:

a. Pending criminal or civil suits, arbitration or other legal actions or disputes 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 or the provision of investment advisory services that could have an adverse material impact on the Offeror's ability to successfully perform the municipal advisory services; or any failure to complete a contract awarded to any Offeror entity, and

b. 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 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 (individual 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, Scope of Services, of this RFP.

D. FEES/COSTS

Provide a specific detailed proposal as to the Offeror's requested total compensation, including any request for expense reimbursements. The fee proposal should include a yearly fee proposal that will cover any and all bond issuances. The fee proposal should also include per bond issue assumption as well. If any travel is billed separately, the travel expenses must comply with FHFC travel guidelines.

***FINAL FEE SCHEDULE
SHALL BE 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 the following certification:

I hereby certify on behalf of the Offeror, under the terms of RFP 2014-06, that the Offeror has implemented a drug-free workplace program pursuant to Section 287.087, Fla. Stat., that includes the following requirements:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.


2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.



Authorized Signature
Print Name: Ansel M. Caine
Print Title: Vice President

F. MINORITY BUSINESS ENTERPRISE

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

I hereby certify on behalf of the Offeror, under the terms of RFP 2014-06, that the Offeror is a “minority business enterprise” as defined in Section 288.703(3), Fla. Stat., to wit:

(3) “Minority business enterprise” means any small business concern as defined in subsection (6) which is organized to engage in commercial transactions, which is domiciled in Florida, and which is at least 51-percent-owned by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender makeup or national origin, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an underrepresentation of commercial enterprises under the group's control, and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession. Ownership by a minority person does not include ownership which is the result of a transfer from a nonminority person to a minority person within a related immediate family group if the combined total net asset value of all members of such family group exceeds \$1 million. For purposes of this subsection, the term “related immediate family group” means one or more children under 16 years of age and a parent of such children or the spouse of such parent residing in the same house or living unit.

(6) “Small business” means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in this state which has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

Authorized Signature
Print Name: _____
Print Title: _____

G. LIABILITY INSURANCE

The selected Offeror must provide evidence of current liability insurance to include errors and omissions insurance in the amount of \$1 million prior to signing a contract resulting from this RFP.

H. CERTIFICATION (Threshold Item):

FAILURE TO INCLUDE THE CERTIFICATION STATEMENT LOCATED IN SECTION FIVE OF THIS RFP 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 RFP. 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 (1) 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 an Offeror to whom to award a Contract.

The points available for the Section Six items to be evaluated are as follows:

<u>Item Reference</u>	<u>Maximum Points</u>
B 1. Affordable Housing Experience, Resources and Qualifications.....	15
B 3. Affordable Housing Experience, Resources and Qualifications.....	30
B 4. Affordable Housing Experience, Resources and Qualifications.....	20
B 5. Affordable Housing Experience, Resources and Qualifications.....	20
B 6. Affordable Housing Experience, Resources and Qualifications.....	60
D. Fees/Costs.....	20
Total Points Available.....	165

**SECTION EIGHT
AWARD PROCESS**

Florida Housing intends to provide notice of its decision, or intended decision, for this RFP 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 INDEPENDENT REGISTERED FINANCIAL
ADVISOR (“IRMA”)**

A. The IRMA shall submit invoices for work performed in B. below directly to:

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

B. For services described under Exhibit A, Section Four, Scope of Services, Items A, B, C, D, F, G, I and J a flat, non-contingent, annual fee of \$150,000 will be paid quarterly in arrears.

C. For services described under Exhibit A, Section Four, Scope of Services, Item H (Forward Delivery TBA Pipeline Manager) an all-inclusive fee based on the amount of MBS delivered equal to 0.14% of the MBS face value will be paid.

D. In connection with IRMA services contemplated in Exhibit A, Section Four, Scope of Services, Florida Housing shall reimburse the IRMA for undisputed documented and reasonable actual out-of-pocket expenses, including out-of-pocket expenses for travel in accordance with Section 112.061(6) and (7), Fla. Stat.; telephone and communications; postage and delivery; and printing costs that are directly and exclusively related to the professional services rendered under this Contract, not to exceed \$10,000 per annum.