

REQUEST FOR QUALIFICATIONS 2010-10
SPECIAL COUNSEL SERVICES
for
FLORIDA HOUSING FINANCE CORPORATION

September 3, 2010

**SECTION ONE
INTRODUCTION**

Florida Housing Finance Corporation (“Florida Housing”) is soliciting responses from qualified attorneys to provide legal services in accordance with the terms and conditions set forth in this Request for Qualifications (RFQ), and any other term and condition in any contract subsequently awarded. Attorneys will be selected and determined through Florida Housing’s subjective review of each Response, considering the factors identified in this RFQ and any other factors that Florida Housing considers relevant to serving the best interests of Florida Housing and its mission. Florida Housing expects to:

1. Select two attorneys to act as Special Counsel for Single Family Financings.
2. Select two or more attorneys to act as Special Counsel for Multifamily Financings.
3. Select one attorney to act as primary Special Counsel for Florida Housing’s Guarantee Fund and one attorney to act as alternate Special Counsel for the Guarantee Fund in the event the primary Special Counsel is unable to fulfill its role.

Joint Responses are prohibited. A Response that includes an attorney and also discusses other attorneys in the same firm will not be considered to be a joint Response. Please indicate in your response the role the Offeror wishes to be considered in regard to Single Family bonds, Multifamily financings, Guarantee Fund or all three. 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.

**SECTION TWO
DEFINITIONS**

For purposes of this document:

“Board”	The Board of Directors of the Florida Housing Finance Corporation.
“CWHIP”	Community Workforce Housing Innovation Pilot Program as defined in Ch. 2006-69, s. 27, Laws of Fla.
“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 any other term and condition that the parties require.
“Days”	Calendar days, unless otherwise specified.

“Demonstration Loan”	Florida Housing loan(s) issued through a competitive solicitation process designed to address a specific housing need for a targeted group pursuant to Sections 420.507(41) and 420.5089(4), Fla. Stat.
“Down Payment Assistance Loan”	Florida Home Ownership Assistance Program loan for which no interest is charged and which shall be limited to the lesser of 25 percent of the purchase price of the Home or the amount necessary to enable an Eligible Borrower to meet credit underwriting criteria.
“Effective Date”	The date the last party signs the Contract that is awarded as a result of this RFQ, unless otherwise specified in writing.
“EHCL”	The Elderly Housing Community Loan program that Florida Housing administers pursuant to Sections 420.507 and 420.5087(3)(c)2, Fla. Stat. and Fla. Admin. Code R. 67-32.
“EMMA”	Electronic Municipal Market Access. EMMA is the official source for municipal disclosures and market data for the Municipal Securities Rulemaking Board.
“Exchange”	The Tax Credit Exchange Program authorized under Section 1602 of the American Recovery and Reinvestment Act of 2009.
“Florida Housing”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
“Guarantee Fund”	The Affordable Housing Guarantee Fund created and established with proceeds of revenue bonds issued by Florida Housing pursuant to Section 420.5092, Fla. Stat.
“HAP”	The Florida Homeownership Assistance Program, that Florida Housing administers pursuant to Sections 420.507 and 420.5088, Fla. Stat. and Fla. Admin. Code R. 67-44.
“HOME”	The HOME Investment Partnerships Program which includes the HOME Home Ownership Program and the HOME Multifamily Rental Program, pursuant to United States Department of Housing and Urban Development Regulations, 24 CFR Part 92 that Florida Housing

administers pursuant to Sections 420.507 and 420.5089, Fla. Stat., and Fla. Admin. Code R. 67-47 and 67-48.

- “HUD” The United States Department of Housing and Urban Development.
- “HUD Risk Sharing” Housing Finance Agency Risk-Sharing Program For Insured Affordable Multifamily Project Loans, pursuant to 24 CFR Part 266.
- “Interested Party” A person or entity that requests a copy of the RFQ from Florida Housing.
- “NIBP” The New Issuance Bond Program created under the Housing and Economic Recovery Act of 2008.
- “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.
- “PLP” The Predevelopment Loan Program that Florida Housing administers pursuant to Sections 420.507 and 420.526, Fla. Stat. and Fla. Admin. Code R. 67-38.
- “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.
- “SAIL” or “SAIL Program” The State Apartment Incentive Loan Program created pursuant to Sections 420.507(22) and 420.5087, F.S.
- “Special Counsel” Any attorney that Florida Housing enters into a Contract with to provide legal services to Florida Housing.
- “Staff” Any employee of Florida Housing, including the Executive Director.
- “TCAP” The Tax Credit Assistance Program authorized in the American Recovery and Reinvestment Act of 2009.
- “Threshold Item” A mandatory requirement of the RFP.

“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 seven (7) copies of the Response in a sealed envelope marked “RFQ 2010-10.” An electronic copy of the Response must be submitted on a compact disc at the same time as the hard 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, on **Friday, October 1, 2010**. Responses shall be opened at that time. Responses must be addressed to:

Sherry 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 score 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 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 Green at the address given in Section Three, paragraph A. All questions are due by 5:00 p.m., Eastern Time, on Tuesday, September 14, 2010. Phone calls shall not be accepted. Florida Housing expects to respond to all questions by 5:00 p.m., Eastern Time, on Friday, September 17, 2010. 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. 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.

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

I. In addition to the conflict of interest rules imposed by the Rules Regulating the Florida Bar, no attorney who is selected as Special Counsel, no attorney that is a member of the Special Counsel's law firm, or the Special Counsel's law firm, may represent any person or entity in any matter before Florida Housing or before its Board during the term of any Contract between the Special Counsel and Florida Housing, or for two (2) years following the end of any such Contract without prior written approval by Florida Housing's Executive Director waiving such conflict. Each Special 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.

SECTION FOUR
COMPETENCY and SCOPE OF SERVICES

A. Areas of Competence/Substantive Practice Areas:

- Florida Administrative Procedure Act;
- Florida Public Records Act;
- Florida Ethics Code for Public Officials;
- Florida Government in the Sunshine Provisions;
- Florida Procurement Law;
- Florida Appropriations Law;
- Federal/Florida Constitutional Law (separation of powers clause, due process clause, equal protection clause, state bonding clause);
- Laws and Rules governing appearances before the Cabinet and the Florida Legislature;
- Representation of the Corporation, Board of Directors of Florida Housing and Corporation Staff at depositions, proceedings before Federal and State courts, and administrative proceedings;
- Advise the Board of Directors of Florida Housing when the General Counsel represents Florida Housing;
- State and Federal Labor Law for public and private sectors;
- Appellate Law;
- Loan closings;
- Special Assets Loan closings, including but not limited to:
 - Modifications;
 - Assumptions;
 - Releases and terminations;
 - Real Estate document preparation and closings; workouts; and housing credit qualified contracts
- Multifamily or commercial cases involving:
 - Receivership actions;
 - Foreclosures;
 - Lender liability claims; and
 - Relief from bankruptcy stays in Chapter 11 cases.
- HUD Risk Sharing;
- State and Federal laws and regulations regarding affordable housing and related issues.

B. Skills and Experience Required:

- Issuance of multifamily and single family mortgage revenue bonds;
- Issuance or refunding of bonds for capitalizing the Guarantee Fund;
- State and Federal civil litigation experience;
- Informal and formal administrative hearings, rulemaking and rule challenges;
- Legislative drafting and appearances before the Florida Legislature;
- Drafting appellate briefs;
- Handling oral arguments before state and federal courts;
- Real Estate document preparation; closings; workouts; and housing credit qualified contracts.

C. Special counsel shall perform and services, as requested reflected below.

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

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

SECTION FIVE CERTIFICATION

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

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

B. Any material submitted in response to this RFQ is a public record pursuant to Chapter 119, Fla. Stat., and subject to examination upon request, after Florida Housing provides a notice of decision pursuant to Section 120.57(3), Fla. Stat., or within ten (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(31), Fla. Stat., which provides:

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

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

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

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

(d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection

process, so long as the communication does not relate to solicitation of business.

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

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

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

- a. submit a bid on a contract to provide any goods or services to a public entity;
- b. submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- c. submit bids on leases of real property to a public entity;
- d. be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and;
- e. transact business with any public entity in excess of the threshold amount provided in Section 287.017, Fla. Stat., for CATEGORY TWO: \$25,000, for a period of 36 months from the date of being placed on the convicted vendor list.

F. The Offeror acknowledges that any Offeror selected shall be prohibited from engaging in activities in connection with services related to Florida Housing transactions that produce direct or indirect financial gain for the Offeror other than 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.

G. 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.

H. The Offeror acknowledges that, if awarded a Contract by Florida Housing, it may not sub-contract any of the Special 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 Special Counsel is currently employed.

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 up to 30 pages. Responses to the items shall be included immediately after the restated items without any reference to any appendix. Final fee schedule shall be subject to negotiation.

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 Staff and/or the Board, if requested.
2. Provide the following:
 - a. Provide proof Offeror holds an active license in Good Standing from the Florida Bar. Documentation is required prior to contract signing and annually thereafter.
 - b. A list of the courts in which the Offeror is admitted to practice.
 - c. Discuss the Offeror's experience and the extent of the Offeror's responsibility within the last five (5) years with the following areas of practice:
 - (1) Rule making under Florida's Administrative Procedure Act;
 - (2) Administrative hearings;
 - (a) Bid protests
 - (b) Rule challenges
 - (c) Informal hearings
 - (d) Formal hearings
 - (3) Civil litigation;
 - (4) Legislative issues, including drafting of proposed legislation;
 - (a) State
 - (b) Federal
 - (5) Florida's Public Records, Government in the Sunshine, and Ethics laws;
 - (6) Government procurement or bidding practices;
 - (7) Real estate loan closings and title insurance issues;
 - (8) Federal laws and regulations regarding affordable housing, including, but not limited to, Section 8, HOME, HOPE VI, low-

income housing tax credits, TCAP and Exchange and tax-exempt bonds for affordable housing;

- (9) Contract and loan document drafting;
- (10) Disclosures related to the issuance of housing bonds;
- (11) Appellate work in the past five years. Cite the legal case references.
 - (a) Number of briefs written
 - (b) Number of oral arguments conducted.
- (12) Foreclosures;
- (13) Receiverships;
- (14) Lender liability claims;
- (15) Bankruptcy; and
- (16) HUD Risk-sharing and Non-risk sharing defaults.

d. Provide Offeror's experience with Florida Housing's Guarantee Fund.

e. Provide Offeror's experience as disclosure counsel on Single Family Mortgage Revenue Bond Issuances. Discuss the process for insuring accuracy within the offering documents and the process for handling any inaccuracies prior to and after bond issuance. Discuss Offeror's future and past assistance in establishing and maintaining the investor section of a housing finance agency's website. Describe Offeror's experience to other housing finance agencies in regards to disclosure document preparation for EMMA, NIBP and other requirements.

f. Provide a list of all personnel and their resumes that are proposed to work on Florida Housing matters and describe their availability to handle Florida Housing business on a priority basis. Additionally, provide a summary of the background, qualifications, and experience of the professionals in the Offeror's firm that are currently involved in municipal bond matters, and if the Offeror's firm is awarded a contract such personnel who would be assigned to Florida Housing matters.

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

B. LEGAL ISSUES

1. The Offeror's firm shall have current malpractice insurance. Documentation is required prior to contract signing and annually thereafter.

Provide a copy of the malpractice insurance policy or provide:

- a. Name of carrier and policy number;
- b. Effective date of insurance;

- c. Policy exclusions, if any;
 - d. Current coverage amounts;
 - e. Attorneys covered;
 - f. Type of coverage;
 - g. Notices filed or sent to malpractice insurance carrier;
 - h. Claims filed or sent to malpractice insurance carrier; and
 - i. Claims paid.
2. Provide detailed information on any and all litigation against or by the Offeror, attorneys within the Offeror's law firm or the law firm with whom the Offeror is currently employed, which is currently pending, or in which judgment has been entered, or which has been settled within the past five years.
 3. List the Offeror's clients that may present conflicts for the Offeror's representation of Florida Housing (such as trustees, banks, investment bankers, credit underwriters, or developers). If applicable, address the Offeror's plan to resolve these conflicts.
 4. List of clients that Offeror has withdrawn from representing in the last five (5) years.

C. FEES/COSTS

1. Indicate all fees to be charged to Florida Housing for multifamily issues, single family issues and other issues (such as Florida Housing Guarantee Fund issues), according to the following description:

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 issues 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 number of transactions for each of the above listed bond issue sizes that occurred in the year 2007. The Committee will then calculate the fee that Florida Housing would have paid for the Offeror's services in that year. In the year 2007, eleven multifamily deals were closed of which six were variable rate deals and five were fixed rate deals. A total of four SF deals were done in an amount over \$100 million all of which were fixed rate deals. In the 2007,

Florida Housing has the following number of transactions:

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

If a minimum fee per transaction is to be charged, it must be stated as well.

1. 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 current travel policy.
2. Address the method of charging for daily inquiries and information on former bond transactions. As of December 31, 2009 there are 182 developments financed by Florida Housing with bond transactions.
3. Indicate what your firm has or expects to earn for its participation in the New Issuance Bond Program (NIBP) from other state and local housing finance agencies for disclosure counsel work. Indicate which portions of the fees were for the escrow bonds, new issuance and market bond portion on Single Family issuances.
4. Provide a quote for upfront and ongoing fees for a Tax-Exempt Mortgage Participation Securities (TEMPS) for the Single Family Program.
5. Provide a quote for the representation for the following:

Florida Housing Program	Fee Quote
SAIL Program	\$
9% HC only with Supplemental Loan Program	\$
HOME program (multi/single family)	\$
HOME Purchase Assistance	\$
PLP (non acquisition and acquisition)	\$
EHCL	\$
HAP	\$
Demonstration Loans	\$
HAP Purchase Assistance	\$
CWHIP	\$
CWHIP Supplemental Loan	\$
Exchange Loan	\$

TCAP Loan	\$
Other Supplemental Financing	\$
Special Assets	\$
Hourly Fee	\$

FINAL FEE SCHEDULE SHALL BE SUBJECT TO NEGOTIATION.

D. CLIENT REFERENCES

Provide a list of five (5) persons or entities, other than Florida Housing, for whom the Offeror has provided work similar to what Florida Housing is requesting in Section Four of this RFQ. Include the name of a contact person and telephone number for each person or entity listed.

E. 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.

F. 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.

G. 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 and provide a manual signature of the certification statement shall result in rejection of the Response.

“I agree to abide by all conditions of RFQ 2010-10 and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response for the Offeror and that the Offeror is 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

Print Name and Title: _____

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. Evaluation and ranking shall occur separately for Single Family Special Counsel, Multifamily Special Counsel and Guarantee Fund Special Counsel. Based on the criteria for selection for Single Family Special Counsel, Multifamily Special Counsel and Guarantee Fund Special Counsel, committee members shall rank each Response for each legal service with the highest rank being "1". The Committee may conduct one or more public meetings during which members may discuss their evaluations, make any adjustments deemed necessary to their evaluations to best serve the interests of Florida Housing's mission, interview Offerors, observe presentations by Offerors, and develop a recommendation or series of recommendations to the Board. The Committee and/or Staff may make a recommendation, in addition to providing the ranking information and the information from the non-scored items to the Board for the Board to use in making the final selection. The Committee and/or Staff may also give the Board a written and/or verbal narrative describing the reasons for any recommendation. In the event of a tie, Florida Housing shall give preference to the Response certifying a drug-free workplace has been implemented in accordance with Section 287.087, Fla. Stat. If a tie continues to exist, Florida Housing shall give preference to minority business enterprises as defined in Section 288.703, Fla. Stat. Staff may recommend that the Board conduct oral interviews as part of the evaluation process to select the Offeror. The Board may use the Responses, the Committee's ranking, the non-scored items in the Responses, any other applicable or relevant information or recommendation provided by the Committee or Staff, any oral presentations of Offerors and any other information the Board deems relevant in its selection of Offerors to whom to award a Contract.

The Board may use the Responses, the Committee's scoring, the non-scored items in the Responses, any other applicable or relevant information or recommendation provided by the Committee or Staff, any oral presentations of Offerors and any other information the Board deems relevant in its selection of Offerors to whom to award a Contract.

The points available for each of the items to be evaluated from the information to be provided in Section Six is as follows:

**Scoring for the Multifamily
Financings**

Section	Points
A.2.b	5
A.2.c.(1)	10
A.2.c.(2)(a-d)	10
A.2.c.(3)	15
A.2.c.(4) (a-b)	10
A.2.c.(5)	10
A.2.c.(6)	10
A.2.c.(7)	20
A.2.c.(8)	20
A.2.c.(9)	20
A.2.c.(10)	25
A.2.c.(11)	10
A.2.c.(12)	10
A.2.c.(13)	10
A.2.c.(14)	10
A.2.c.(15)	10
A.2.f.	20
A.2.g.	5
Total	230

**Scoring Offerors for Single Family
Bonds**

Section	Points
A.2.b	5
A.2.c.(1)	10
A.2.c.(4) (a-b)	10
A.2.c.(5)	10
A.2.c.(9)	20
A.2.c.(10)	40
A.2.e.	100
A.2.f.	20
A.2.g.	5
Total	220

Guarantee Fund

Section	Points
A.2.b	5
A.2.c.(1)	10
A.2.c.(4) (a-b)	10
A.2.c.(5)	10
A.2.c.(10)	20
A.2.c.(12)	10
A.2.c.(13)	10
A.2.c.(15)	10
A.2.c.(16)	20
A.2.d.	100
A.2.f.	20
A.2.g.	5
<hr/> Total	<hr/> 230

**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.