

STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS

ADORNO & ZEDER, P.A., and	)	
KNOWLES, MARKS & RANDOLPH,	)	
	)	
Petitioners,	)	
	)	
vs.	)	Case No. 01-1819BID
	)	
FLORIDA HOUSING FINANCE	)	
CORPORATION,	)	
	)	
Respondent,	)	
	)	
and	)	
	)	
SQUIRE, SANDERS & DEMPSEY,	)	
L.L.P., and HICKS & PEISNER	)	
P.A.,	)	
	)	
Intervenors.	)	
_____	)	

RECOMMENDED ORDER

Pursuant to notice, a final hearing was held in this case on June 8, 2001, at Tallahassee, Florida, before Claude B. Arrington, a duly-designated Administrative Law Judge of the Division of Administrative Hearings.

APPEARANCES

For Petitioners:	Mitchell R. Bloomberg, Esquire
	Michael W. Ford, Esquire
	Adorno & Zeder, P.A.
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	Miami, Florida 33133

For Respondent: Maureen McCarthy Daughton, Esquire  
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For Intervenor: Alan L. Briggs, Esquire  
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#### STATEMENT OF THE ISSUES

Whether Respondent's selection of Squire, Sanders and Dempsey, L.L.P., jointly with Hicks and Peisner, P.A., as one of four offerors to provide services as bond counsel is contrary to applicable law, is clearly erroneous, is arbitrary, is capricious, or is contrary to competition.

Whether an offeror engaged in a prohibited business solicitation communication.

Whether an offeror violated the anti-collusion certificate of the Request for Qualifications.

#### PRELIMINARY STATEMENT

On February 2, 2001, Respondent, Florida Housing Finance Corporation ("FHFC"), issued a "Request for Qualifications 2001/01 to serve as Bond Counsel for the Florida Housing Finance Corporation ("RFQ")." Ten offerors timely responded to the RFQ. Three of the offerors were Petitioners (who filed a joint

response); Squire, Sanders and Dempsey, L.L.P. (Squire Sanders); and Annis, Mitchell, Cockey, Edwards and Roehn, P.A. (AMCER), jointly with Hicks and Peisner, P.A. (Hicks). In their response on behalf of AMCER and Hicks, the principal bond attorneys for AMCER advised that AMCER was likely to dissolve, that the principal bond attorneys intended to continue practicing together, and that they were likely to join another law firm in the near future.

The RFQ required each offeror to provide responses to certain objective items that could be scored and responses to other items that were for the FHFC's information. An evaluation committee scored the objective items and ranked the ten responses based on that scoring. The informational items were summarized.

After the evaluation committee prepared its ranking and summary, but before the FHFC made its selections, the principal bond attorneys that had been a part of AMCER advised Respondent's Executive Director that they were joining Squire Sanders. Thereafter, Respondent treated the applications of AMCER and Hicks as having been merged into that of Squire Sanders.

The Evaluation Committee's ranking and summary were provided to the Board of Directors of FHFC ("Board"), the governing body of FHFC. Thereafter, the offerors made an oral presentation before the Board. Prior to the oral presentations, FHFC's

Executive Director informed the Board of the change of status of the AMCER and Hicks offer.

Following the oral presentations, Respondent's Executive Director recommended that four offerors be selected, one of which was Squire Sanders. Petitioners' offer was not recommended to the Board. The Board voted to accept the Executive Director's recommendation.

Thereafter, Petitioners timely filed this bid protest, the matter was referred to the Division of Administrative Hearings, and this proceeding followed. Petitioners contend that Squire Sanders should be disqualified because it impermissibly amended or supplemented its response to the RFQ between the time it submitted its response and the oral presentation. Petitioners assert that they are entitled to the contract that FHFC intends to award to Squire Sanders.

In addition, the formal protest contested the intended selection of another offeror (Hawkins, Delafield and Wood). At the final hearing, Petitioners announced that they were no longer contesting the intended selection of that firm.

At the final hearing, the parties offered 17 consecutively marked joint exhibits, each of which was admitted into evidence. Petitioners presented the testimony of Mark Kaplan, Respondent's Executive Director. No other party presented any additional witness or exhibit.

A transcript of the final hearing was filed June 20, 2001. The parties submitted Proposed Recommended Orders, which have been duly considered by the undersigned in the preparation of this Recommended Order.

#### FINDINGS OF FACT

1. Part V of Chapter 420, Florida Statutes, consisting of Sections 420.501 - 420.517, Florida Statutes, is the Florida Housing Finance Corporation Act (Act). FHFC, created by the provisions of Section 420.504, Florida Statutes, is a public corporation.

2. Pursuant to Section 420.504(2), Florida Statutes, FHFC is an agency of the State of Florida for the purposes of Chapter 120, Florida Statutes.

3. At all times pertinent to this proceeding, Mark Kaplan served as the Executive Director of FHFC.

4. As provided by the Act, a Board of Directors governs FHFC. The Board consists of eight members appointed by the Governor from specifically designated industries and backgrounds plus the Secretary of the Department of Community Affairs, who is an ex-officio and voting member of the Board.

5. Pursuant to Section 420.507, Florida Statutes, FHFC has all powers necessary or convenient to carry out and effectuate the purposes and provisions of the Act. FHFC has the authority to issue bonds and hire bond counsel.

6. On February 2, 2001, FHFC issued the RFQ at issue in this proceeding. Through the RFQ, FHFC solicited competitive, sealed responses from qualified law firms to act as bond counsel on behalf of FHFC.

7. The RFQ defined the term "offeror" to mean a law firm that submits a response to the RFQ or two or more law firms that submit a joint response to the RFQ.

8. The RFQ defined the term "response" to mean a written submission by an offeror that responds to the RFQ.

9. The RFQ required written responses to be filed no later than 5:00 p.m. on March 2, 2001.

10. By subparagraph B.3. of Section Three of the RFQ, FHFC reserved the right to obtain any information concerning any or all offerors from all sources.

11. By subparagraph B.4. of Section Three of the RFQ, FHFC reserved the right to request an oral interview from any or all offerors.

12. FHFC received ten responses to the RFQ, including a joint response from Petitioners, a response from Squire Sanders, and a joint response from AMCER and Hicks.

13. Stephen J. Mitchell and David L. Lapides submitted the response on behalf of AMCER. Reginald Hicks submitted the Hicks response jointly with the AMCER response.

14. The submission letter for AMCER, signed by Mr. Lapidés, stated, in part, as follows:

Stephen J. Mitchell and David L. Lapidés, on behalf of [AMCER] are pleased to join with Reginald D. Hicks to respond to [FHFC's] request for proposals [sic] in its efforts to select a law firm to serve as its bond counsel in multi-family and single-family bond issuances. AMERC, which served as [FHFC's] bond counsel since 1996, may merge with another firm. The attorneys who have served [FHFC] intend to continue to practice together. We want to assure [FHFC] that, regardless of the name we may practice under, the individuals who have worked with [FHFC] look forward to continuing our relationship with you.

15. The submission letter for Hicks, signed by Mr. Hicks, stated, in part, as follows:

Reginald D. Hicks, on behalf of [Hicks] is pleased to join with Stephen J. Mitchell and David L. Lapidés to respond to [FHFC's] request for proposals [sic] in its effort to select a law firm to serve as its bond counsel in multi-family and single-family bond issuances.

16. The AMCER and Hicks response stated, in part, as follows:

Stephen J. Mitchell, David L. Lapidés, Michael J. Nolan, Joseph D. Edwards, Fred B. Karl and Hillary M. Black are continuing the municipal bond practice of [AMCER]. As of the date of the RFQ response, AMCER continues its legal existence as a Florida professional services corporation. It is anticipated that, if selected to continue as [FHFC's] bond counsel, the contract will be accepted in the name of a successor firm.

17. As required by the RFQ, the response filed jointly on behalf of AMCER and Hicks described their municipal bond practice group, their tax group, and set forth the qualifications and experience of each member of the groups that would be providing services to FHFC. That response responded to all other items in the RFQ, including information as to minority involvement.

18. The response filed by Squire Sanders responded to all items in the RFQ.

19. The joint response filed by Petitioners responded to all items in the RFQ.

20. The responses consisted of objective items that could be scored and other items that were for the Board's information.<sup>1</sup> Each member of an evaluation committee separately evaluated each response. The objective items were scored and ranked competitively based on that scoring. The informational items were summarized. The ranking and the summary were provided to each member of the Board.

21. The ranking of the objective items of the written responses was a preliminary step in the evaluation process. It was not intended to be a final ranking of the offerors.

22. Pertinent to this proceeding, the joint response of AMCER and Hicks was ranked third, the joint response of Petitioners was ranked fourth, and the response of Squire Sanders was ranked fifth.



23. FHFC invited all ten offerors to make an oral presentation to the Board at its meeting on April 6, 2001. The Board was scheduled to select bond counsel at that meeting immediately after the oral presentations.

24. The preliminary agenda for the April 6, 2001, meeting reflected that each of the ten offerors would be making an oral presentation and set the order for those presentations.

25. Approximately three days before the April 6, 2001, meeting, Stephen J. Mitchell informed Mr. Kaplan by telephone that he, Mr. Lapidès, and several other lawyers who had been employed by AMCER were going to join Squire Sanders. Mr. Mitchell advised that Hicks was still a part of their team. Mr. Mitchell also told Mr. Kaplan that AMCER and Hicks and Squire Sanders would not be making separate presentations at the Board meeting scheduled for April 6, 2001.

26. There was no evidence submitted that the telephone conversation between Mr. Mitchell and Mr. Kaplan touched on the merits of any response.

27. After this conversation, a revised agenda for the April 6, 2001, meeting was prepared reflecting that nine offerors would be making oral presentations, not ten. The following appeared on the amended agenda under Agenda Item IV of the section styled Oral Interviews (RFQ2001/01) for Bond Counsel:

Squire, Sanders & Dempsey L.L. P. (formerly known as: Annis, Mitchell, Cockey, Edwards & Roehn, P.A.)

28. Each offeror was permitted to make a ten-minute oral presentation to the Board and to present the Board a single sheet handout. The handout presented on behalf of Squire Sanders contained the following:

Annis Mitchell Group now a part of Squire, Sanders

Squire, Sanders & Dempsey and Steve Mitchell are pleased to announce that the Annis Mitchell group (the "Steve Mitchell Lawyers") that has served the Florida Housing Finance Corporation ("Florida Housing") as its bond counsel for the past 5 years, has now become a part of Squire Sanders. The group joining us is headed by Steve Mitchell, Joe Edwards, and David Lapidés.

Enhancement of our Commitment to Florida Housing

The combined group brings to Florida Housing greater depth and strengths. Squire Sanders is one of the largest and best known national public finance law firms. Out of our 700 lawyers worldwide, 60 of our lawyers practice exclusively in the public finance area, comprising one of the largest public finance practice groups in the United States. Our Firm's public finance tax partners are also recognized as one of the nation's finest tax groups.

Strong Presence in Florida

The Squire Sanders team has an incredibly strong Florida presence in the public finance marketplace. Squire Sanders has ranked as the number one bond counsel in Florida, on a cumulative basis over the last eight years. Nationwide, Squire Sanders has consistently ranked in the top 10 bond counsel law firms

in the nation over the last 12 years. Our Florida offices are in Miami, Tampa and Jacksonville and include 7 lawyers who are exclusively engaged in the public finance practice.

Reginald D. Hicks is part of our Team

We are pleased that Reginald Hicks will be part of our Florida Housing team. Mr. Hicks has participated in over \$500 million of tax exempt bond issuances and has served as co-bond counsel to Florida Housing.

Strong Housing Experience

Together with the Steve Mitchell lawyers, the Squire Sanders team has been involved in over 43 housing bond issues in Florida during the last five years alone, for numerous Florida housing finance authorities. Our Steve Mitchell Lawyers have served as Florida Housing's bond counsel on 31 bond issues totaling over \$618 million. Nationwide, the combined team has been involved in more than 183 housing transactions as bond counsel, underwriters counsel, credit enhancer's counsel and in other roles over the past 5 years covering the broad spectrum of housing finance.

Our Continued Commitment

With your confidence, we would look forward to our continued service as bond counsel for the Florida Housing Finance Corporation, which will now be greatly strengthened and enriched by the joinder of the Steve Mitchell Lawyers with Squire Sanders.

29. Prior to the presentations, Mr. Kaplan stated the following to the Board (beginning at page 71, line 24 of Joint Exhibit 2):

. . . Just by way of background, Mr. Chairman, this board authorized staff to issue an RFQ for potential bond counsel to serve the corporation. We received 10 responses to the RFQ. Those were scored by staff pursuant to the scoring matrix that was in the proposal.

There was no committee meeting. Each staff member scored individually, those scores were aggregated and averaged, and preliminarily score reports were made. You have as Exhibit A (Joint Exhibit 7) to this information a detailed matrix that shows how that scoring played out. You have all 10 respondents [sic] and you have the narrative of every question that was scored, the number of potential maximum points, and the average points that each participant received, so you can see as a board where the distinctions arose between various respondents [sic]. Those scores are one factor to go into your evaluation in determining who you wish bond counsel contracts with.

Also relevant are nonscored items from the application. You have Exhibit B (Joint Exhibit 8) that includes some of the nonscored items, such as, the amount of insurance each respondent has.

You also have as part of that response to questions, "Have you ever been sued? Tell us about it."

And Exhibit C (Joint Exhibit 9) is the nonscored portion of the fee proposals that each bond firm gave us. The RFP [sic] says that those proposals on fees will be used as a guideline in negotiating the ultimate fee contracts. And I believe that what it says is that from those selected we will then make a determination as to the fee that will be paid to all bond counsel.

The fourth evaluation that should go into your evaluation is what's about to happen, which is the oral presentations by the bond counsel firms. All respondents were invited to make their presentations.

There is one change to the printed agenda that is before you. We've broken them up,

but [there is] one change, and you have information of that in front of you. We had several [sic] proposals from the Annis Mitchell firm, Reginald Hicks, and the Squire, Sanders and Demsey firm. The Annis Mitchell group of lawyers are now part of Squire, Sanders, and Demsey, so they will make a single presentation on the number four spot on your agenda. Each participant's [sic] been given 10 minutes to make their [sic] presentation. . . .

30. Stephen Mitchell, Reginald Hicks, and Ken Meyers (a Squire Sanders partner), made the presentation under Agenda Item IV on behalf of Squire Sanders. That presentation represented that Mr. Mitchell, Mr. Lapidés, Joe Edwards, and Fred Karl and others at the former AMCER firm had been approved for membership in the Squire Sanders firm. The presentation emphasized the combined strengths of the former AMCER lawyers with the resources of Squire Sanders.

31. Following that presentation, Mr. Kaplan made the following statement to the Board (beginning at page 148, line 17 of Joint Exhibit 2):

. . . Given the merger of the group that filed the Annis Mitchell application into the Squire Sanders firms, we are treating the two applications as having also been merged and become one application.

32. Following the nine oral presentations Mr. Kaplan recommended to the Board that FHFC select four offerors to provide services as bond counsel on a rotating basis. In response to a request to do so, Mr. Kaplan recommended his top

four offerors to serve as bond counsel. The four included Squire, Sanders, and Demsey, jointly with Hicks. Mr. Kaplan did not recommend Petitioners. The Board thereafter adopted Mr. Kaplan's recommendations.

33. There was no evidence that Squire Sanders, Hicks, or the former AMCER lawyers received any unfair competitive advantage by the FHFC's treating their responses as having been merged.

34. Section Five of the RFQ contains an anti-collusion provision which requires an offeror to certify the following:

The response is made without prior understanding, agreement, or connection with any person or entity submitting a response for the same service - except for any such agreement with a person or entity with whom the Response is Jointly Filed or such Joint Filing is made clear on the face of the response - and is in all respects fair and without collusion or fraud.

35. There was insufficient evidence to establish that any party violated the foregoing anti-collusion provision.

36. All offerors in this proceeding have the basic qualifications to perform the services required by FHFC.

#### CONCLUSIONS OF LAW

37. The Division of Administrative Hearings has jurisdiction of the parties to and the subject of this proceeding. Sections 120.569 and 120.57(3), Florida Statutes.

38. Section 120.57(3), Florida Statutes, controls this proceeding. Paragraph (3)(f) provides in relevant part as follows:

(f) In a competitive-procurement protest, no submissions made after the bid or proposal opening shall be considered. Unless otherwise provided by statute, the burden of proof shall rest upon the party protesting the proposed agency action. In a competitive-procurement protest, other than a rejection of all bids, the administrative law judge shall conduct a de novo proceeding to determine whether the agency's proposed action is contrary to the agency's governing statutes, the agency's rules or policies, or the bid or proposal specifications. The standard of proof for such proceedings shall be whether the proposed agency action was clearly erroneous, contrary to competition, arbitrary, or capricious.

39. Pursuant to Section 120.57(3), Florida Statutes, the undersigned must first determine, in a de novo setting, whether FHFC's action is "contrary to the agency's governing statutes, the agency's rules or policies, or the bid or proposal specifications." Within that factual framework, it must then be determined if FHFC's action is "clearly erroneous, contrary to competition, arbitrary, or capricious."

40. FHFC clearly has the authority to employ bond counsel pursuant to Section 420.507, Florida Statutes, and it has wide discretion in determining how such counsel is to be selected. In this proceeding, FHFC chose to use the RFQ process, which was appropriate considering the nature of the procurement.

41. The procurement of legal services is not subject to the procurement requirements contained in Chapter 287, Florida Statutes, but is, instead, subject to Section 120.57(3), Florida Statutes, and its duly-adopted rules pertaining to procurement contained in Chapter 67-49, Florida Administrative Code.

42. Rule 67-49.005, Florida Administrative Code, provides, in pertinent part, as follows:

. . . [FHFC] shall reserve the right to waive minor irregularities in an otherwise valid bid, proposal or response when it is deemed to be in [FHFC's] best interest to do so. Bidders and offerors may not supplement their proposals, bids or responses once they have been opened by the Corporation.

43. Rule 67-49.001, Florida Administrative Code, defines the terms "Invitation to Bid," Request for Proposals," and "Request for Qualifications" as follows:

(6) "Invitation to Bid" means a written solicitation for competitive sealed bids with the title, date, and hour of the public bid opening designated and specifically defining the commodity, group of commodities or group of services for which bids are sought. It includes instructions prescribing all conditions for bidding and shall be distributed to all prospective bidders simultaneously. The Invitation to Bid is used when the Corporation is capable of specifically defining the scope of work for which a contractual service is required or when the Corporation is capable of establishing precise specifications defining the actual commodity or group of commodities required.

\* \* \*



(9) "Request for Proposals" means a written solicitation for competitive sealed proposals with the title, date, and hour of the public opening designated. The Request for Proposals is used when the Corporation is incapable of specifically defining the scope of work for which the commodity, group of commodities or contractual service is required and when the corporation is requesting that a qualified offeror propose a commodity, group of commodities or contractual service to meet the specifications of the solicitation document. The Request for Proposals includes general information, applicable laws and rules, functional or general specifications, statement of work, proposal instructions and evaluation criteria.

(10) "Request for Qualifications" means a written solicitation for qualifications. The Request for Qualifications is utilized when the Corporation does not have a specific immediate need for a particular service, but desires to have qualified individuals or firms under contract which can be assigned duties as the need arises over a period of time. The Request for Qualifications includes general information, applicable laws and rules, functional or general specifications, statement of work, instructions and evaluation criteria.

44. Petitioners established that Squire Sander's oral presentation contained information not available when it and the other written responses were filed. That fact does not establish that Squire Sanders supplemented its response to the RFQ in violation of Section 120.57(3), Florida Statutes, or Rule 67-49.005, Florida Administrative Code.

45. Respondent's rules do not define when a response to an RFQ has been "opened by the Corporation", as that phrase is used in Rule 67-40.005, Florida Administrative Code, and within the meaning of Section 120.57(3), Florida Statutes.

46. A distinction should be drawn between this proceeding and a proceeding involving an Invitation to Bid or a Request for Proposals, where one bidder or proposer can achieve significant competitive advantage over another by changing its bid or proposals after the opening of bids or proposals. There was no such unfair competitive advantage achieved in this proceeding because of the nature of the procurement and the nature of the evaluation process.

47. The RFQ clearly contemplated that FHFC could consider any relevant information about any offeror up to the time the Board made its final selection. The written responses filed by the offerors were only a part of the information-gathering process. FHFC explicitly reserved the right to gather information about any offeror from any source throughout the evaluation process. The oral interviews, scheduled for the meeting at which the Board made its final selections, provided the Board an opportunity to have all current, relevant information when it made its selection. It was both fair and appropriate for an offeror to inform the Board of any material

changes in its response. Indeed, it would be incumbent upon an offeror to do so.

48. Because of the on-going nature of the information-gathering process, there was no "opening" of the RFQ within the meaning of Rule 67-40.005, Florida Administrative Code, and Section 120.57(3), Florida Statutes. Consequently, it is found that Petitioners failed to establish that the intended award to Squire Sanders was contrary to the agency's governing statutes, the agency's rules or policies, or the RFQ.

49. A decision is "clearly erroneous" when it is unsupported by substantial evidence, or contrary to the clear weight of the evidence, or induced by an erroneous view of the law. Assessment Systems, Inc. v. Department of Business and Professional Regulations, DOAH Case 98-1867BID, July 14, 1998. The intended action of FHFC at issue in this proceeding is not clearly erroneous.

50. The Florida Supreme Court discussed the object and purpose of competitive bidding statutes in Wester v. Belote, 103 Fla. 976, 138 So. 721 (1931). The following language, found at paragraphs 3 and 4 of the Syllabus by the Court, is frequently cited in cases involving bid disputes:

3. The object and purpose of competitive bidding statutes is to protect the public against collusive contracts; to secure fair competition upon equal terms to all bidders; to remove, not only collusion, but temptation

for collusion and opportunity for gain at public expense; to close all avenues to favoritism and fraud in its various forms; to secure the best values at the lowest possible expense; and to afford an equal advantage to all desiring to do business with the public authorities, by providing an opportunity for an exact comparison of bids.

4. Laws requiring contracts to be let by public authorities to the lowest responsible bidder serve the object of protecting the public against collusive contracts and prevent favoritism toward contractors by public officials; because they tend to remove temptation on the part of public officers to seek private gain at the taxpayers' expense, they are of highly remedial character, and should always receive a construction which effectuates their true intent and avoids the likelihood of their being circumvented, evaded, or defeated

51. The intended action of FHFC at issue in this proceeding is not inconsistent with the object and purpose of competitive bidding statutes and rules.

52. An "arbitrary" decision is one not supported by facts or logic. A "capricious" action is one that is taken without thought or reason, or irrationally. See Dravo Basic Materials Co. v. State Doartment of Transportation, 602 So. 2d 632 (Fla. 2d DCA 1992); Agrico Chemical Co. v. State Department of Environmental Regulation, 365 So. 2d 759 (Fla. 1st DCA 1978), cert. denied sub nom.; and Askew v. Agrico Chemical Co., 376 So. 2d 74 (Fla. 1979). The intended action of FHFC at issue in this proceeding is not arbitrary or capricious.

53. As long as FHFC acted in a manner that is not arbitrary, capricious, fraudulent, or dishonest, it had wide discretion in the solicitation and acceptance of the responses to the RFQ. See Department of Transportation v. Groves-Watkins Constructors, 530 So. 2d 912 (Fla. 1988), and Liberty County v. Baxter's Asphalt and Concrete, Inc., 421 So. 2d 505 (Fla. 1982).

54. Petitioners did not establish that the telephone conversation on or about April 3, 2001, between Mr. Mitchell and Mr. Kaplan constituted a prohibited business communication.

55. As reflected by the Findings of Fact, there was no evidence that any offeror violated the anti-collusion certificate of the RFQ.

56. Petitioners failed to establish that Respondent's intended action to select Squire Sanders as one of four offerors to serve as bond counsel was clearly erroneous, contrary to competition, arbitrary, or capricious. Accordingly, Petitioners have failed to meet its burden of proof, and the subject bid protest should be dismissed.

#### RECOMMENDATION

Based on the foregoing Findings of Fact and Conclusions of Law, it is RECOMMENDED that Respondent enter a final order dismissing this bid protest.

DONE AND ENTERED this 19th day of July, 2001, in  
Tallahassee, Leon County, Florida.

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CLAUDE B. ARRINGTON  
Administrative Law Judge  
Division of Administrative Hearings  
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Filed with the Clerk of the  
Division of Administrative Hearings  
this 19th day of July, 2001.

ENDNOTE

<sup>1/</sup> The RFQ solicited a response pertaining to fees. This was an informational item, not an objective item. All offerors selected to serve as bond counsel were to be compensated based on one fee structure.

COPIES FURNISHED:

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#### NOTICE OF RIGHT TO SUBMIT EXCEPTIONS

All parties have the right to submit written exceptions within 10 days from the date of this Recommended Order. Any exceptions to this Recommended Order should be filed with the agency that will issue the final order in this case.

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<sup>1</sup> The RFQ solicited a response pertaining to fees. This was an informational item, not an objective item. All offerors selected to serve as bond counsel was to be compensated based on one fee structure.