THIRD AMENDMENT
TO CONTRACT NUMBER 2013-13-02-001

THIS THIRD AMENDMENT ("Amendment") to CONTRACT NUMBER 2013-13-02-001 is entered into and effective as of August 30, 2017, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and STERN BROTHERS & CO. ("Service Provider").

RECITALS

A. Florida Housing and Service Provider entered into Contract Number 2013-13-02-001, dated August 30, 2013, ("Contract") wherein Service Provider agreed to provide or perform structuring agent services pursuant to RFQ 2013-13. As used herein, "Contract" shall include within its meaning any modification or amendment to the Contract.

B. The initial term of the Contract was for three years, beginning August 30, 2013, and ending August 29, 2016.

C. Section 4 of the Contract provides that the Contract may be renewed for two, one-year terms.

D. Florida Housing and Service Provider wish to renew the Contract for the second one-year renewal term, subject to the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of August 30, 2017. The above recitals are true and correct and form a part of this Amendment.

B. Renewal. The Contract is hereby renewed for the second one-year renewal term, beginning August 30, 2017, and ending August 29, 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 8(d) thereof in its entirety and substituting in its place the following:

Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the Servicer Label 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 Servicer Label 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 Respondent, if awarded a contract under this RFQ, 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 Servicer Label 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

2. The Contract is amended further by adding sub-item (e) to Section 15, Other Provisions:

(e) The Service Provider 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 THIRD AMENDMENT to Contract Number 2013-13-02-001, by a duly authorized representative, effective as of August 30, 2017.

STERN BROTHERS & CO.

By: _____

Name/Title: Robert Swanger
Managing Director

Date: 3-29-17

FEIN: 43-1357568

FLORIDA HOUSING FINANCE CORPORATION

By: _____

Name/Title: Hugh R. Brown - General Counsel

Date: 3-30-17

SECOND AMENDMENT
TO CONTRACT NUMBER 2013-13-02-001

THIS SECOND AMENDMENT ("Amendment") to CONTRACT NUMBER 2013-13-02-001 is entered into and effective as of August 30, 2016, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and STERN BROTHERS & CO. ("Service Provider").

RECITALS

A. Florida Housing and Service Provider entered into Contract Number 2013-13-02-001, dated August 30, 2013, ("Contract") wherein Service Provider agreed to provide or perform structuring agent services pursuant to RFQ 2013-13. As used herein, "Contract" shall include within its meaning any modification or amendment to the Contract.

B. The initial term of the Contract was for three years, beginning August 30, 2013, and ending August 29, 2016.

C. Section 4 of the Contract provides that the Contract may be renewed for two, one-year terms.

D. Florida Housing and Service Provider wish to renew the Contract for the 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:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of the Effective Date. The above recitals are true and correct and form a part of this Amendment.

B. Renewal. The Contract is hereby renewed for the first one-year renewal term, beginning August 30, 2016, and ending August 29, 2017. Subject to any previous amendments or modifications and except as otherwise provided in this Amendment, the Contract shall stand renewed upon its same terms and conditions.

C. General Terms and Conditions.

1. This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

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

3. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

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

IN WITNESS WHEREOF, the Parties have executed this SECOND AMENDMENT to Contract Number 2013-13-02-001, by a duly authorized representative, effective on August 30, 2016.

STERN BROTHERS & CO.

By: _____

Name/Title: H. Gilmore III Sr. VP

Date: March 21, 2016

FEIN: 43-1357568

FLORIDA HOUSING FINANCE CORPORATION

By: _____

Stephen P. Auger, Executive Director

Date: 3/28/16

FIRST AMENDMENT
TO CONTRACT NUMBER 2013-13-02-001

THIS FIRST AMENDMENT ("Amendment") to CONTRACT NUMBER 2013-13-02-001 is entered into effective as of May 1, 2015, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and STERN BROTHERS & CO. ("Service Provider").

RECITALS

A. Florida Housing and Service Provider entered into Contract Number 2013-13-02-001, dated August 30, 2013, ("Contract") wherein Service Provider agreed to provide or perform Structuring Agent services pursuant to RFQ 2013-13. As used herein, "Contract" shall include within its meaning any modification or amendment to the Contract.

B. The Parties wish to amend the contract, subject to the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of the Effective Date. The above recitals are true and correct and form a part of this Amendment.

2. Amendment. The Contract is hereby amended as follows:

The second paragraph within Exhibit A, Section Six A.7., Reporting Requirement, relating to the SOC 1 Type 2 reports, is deleted in its entirety.

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 2013-13-02-001, by a duly authorized representative, effective as of the Effective Date.

STERN BROTHERS & CO.

By: _____

Name: H. Gilmer Mix

Title: Sr. V. P.

FEID#: 43-1357568

Date: May 5, 2015

FLORIDA HOUSING FINANCE CORPORATION

By: _____
Stephen P. Auger, Executive Director

Date: 5/11/15

CONTRACT FOR
STRUCTURING AGENT SERVICES BETWEEN
FLORIDA HOUSING FINANCE CORPORATION
AND
STERN BROTHERS&CO.

This Contract for Structuring Agent Services #2013-13-02-001 (Contract) is entered into by and between the FLORIDA HOUSING FINANCE CORPORATION (Florida Housing), a public corporation and a public body corporate and politic, with headquarters located at 227 North Bronough Street, Suite 5000, Tallahassee, Florida, 32301, and STERN BROTHERS&CO. (Structuring Agent) located at 1902 S. Mac Dill Avenue, Tampa, FL 33629. This Contract shall become effective on the date the last party signs the Contract (Effective Date).

RECITALS

A. The Structuring Agent represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide structuring agent services identified herein and offers to perform those services described in Exhibit A, Request for Qualifications (RFQ) 2013-13 attached hereto and incorporated herein.

B. Florida Housing has a need for such services and does hereby accept the offer of the Structuring Agent 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 Structuring Agent under the terms and provisions of this Contract.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. ATTACHMENTS

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

Exhibit A, RFQ 2013-13
Exhibit B, Fees/Costs Schedule

2. ENGAGEMENT OF THE STRUCTURING AGENT

The Structuring Agent agrees to provide structuring agent services in accordance with the terms and conditions hereinafter set forth. The Structuring Agent agrees to perform the services set forth in Exhibit A, and as otherwise stated in this Contract. The Structuring Agent understands and agrees that all services under this Contract are to be performed solely by the Structuring Agent, and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing.

3. INCORPORATION OF LAWS, RULES AND REGULATIONS

Applicable Federal and state laws, rules, and regulations shall govern both the Structuring Agent and Florida Housing.

4. TERM OF AGREEMENT

The initial term of this Contract shall be for three (3) years from the Effective Date. The Contract may be renewed twice. Each renewal shall be for an additional one-year period. Renewals are at the discretion of Florida Housing and shall be contingent upon satisfactory performance evaluations by Florida Housing.

5. MODIFICATION OF AGREEMENT

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

6. INVOICES

The Structuring Agent shall submit invoices to the program contact person in Section 13 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 Structuring Agent 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.

7. FEES/COSTS

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

8. FILES

(a) Contents of the Files: The Structuring Agent shall maintain files containing documentation to verify all compensation to the Structuring Agent 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 Structuring Agent in connection with this Contract. The Structuring Agent 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 Structuring Agent 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 Structuring Agent 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) 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 Structuring Agent 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 (hereinafter called "Florida's Public Records Law"). The Structuring Agent 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 Structuring Agent 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."

(e) 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 Structuring Agent under this Contract shall be submitted to Florida Housing within fifteen (15) days of such termination date.

9. LIABILITY

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

(b) The Structuring Agent specifically accepts responsibility for compliance with all applicable Florida laws, Federal laws, Florida Housing rules and Florida Housing policies.

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

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

(e) The Structuring Agent 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 Structuring Agent.

10. DEFAULT AND REMEDIES

(a) 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 Structuring Agent or assign any future transaction to the Structuring Agent 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 Structuring Agent as a participant after the happening of any event listed in subparagraph (b) of this section without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the Structuring Agent in the transaction or any future transaction.

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

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

2. If any warranty or representation made by the Structuring Agent in this Contract, or any other outstanding agreement with Florida Housing is deemed by Florida Housing to be inaccurate, false or misleading in any respect;

3. If the Structuring Agent fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;

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

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

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

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

8. If the Structuring Agent commits fraud in the performance of its obligations under this Contract; or

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

(c) Upon the happening of any Event of Default listed in

subparagraph (b) above, Florida Housing will provide written notice of the Default detailing the grounds that constitute the Event of Default through first class certified mail, return receipt requested (Notice of Default), to the address set forth in Section 13 herein.

(d) Upon the happening of any Event of Default listed in subparagraph (b) above, Florida Housing may provide the Structuring Agent 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 Structuring Agent of the length of the Cure Period in the Notice of Default.

(e) If Florida Housing provides a Cure Period and if the Structuring Agent is unable or unwilling to cure the Event of Default within the Cure Period, Florida Housing may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude Florida Housing from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but are not limited to the following:

1. Florida Housing may terminate the Contract on the tenth (10^{th}) day after the Structuring Agent receives the Notice of Default or upon the conclusion of any applicable cure period, whichever is later;

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

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

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

11. TERMINATION

(a) Florida Housing may terminate this Contract without cause and the Contract will automatically terminate on the tenth (10^{th}) day after the representative of the Structuring Agent as identified in Section 13 receives written notice through first class certified mail, return receipt requested (Termination Notice).

(b) Florida Housing shall unilaterally terminate this Contract on the tenth (10^{th}) day after the representative of the Structuring Agent as identified in Section 13 receives the Termination Notice, if the Structuring Agent fails to comply with Florida's Public Records Law.

(c) Florida Housing shall unilaterally terminate this Contract on the tenth (10^{th}) day after the representative of the Structuring Agent as identified in Section 13 receives the Termination Notice, if the Structuring Agent fails to comply with the terms and conditions set forth in s. 420.512(5), Fla. Stat.

(d) Florida Housing may terminate the Contract for cause, including but not limited to the Events of Default contained in this Contract. The Contract will automatically terminate on the tenth (10^{th}) day after the representative of the Structuring Agent as identified in Section 13 receives the Termination Notice or upon the conclusion of any applicable cure period, whichever is later.

(e) This Contract may be terminated by either of the parties upon ten (10) days written notice in accordance with the provisions of this Section 11 of the Contract.

12. REMOVAL OR RESIGNATION BY CONTRACTOR

The Structuring Agent may at any time resign and be discharged of the duties and obligations hereby created by giving ten (10) days written notice to Florida Housing by first class mail and such resignation shall take effect upon the appointment of a successor Structuring Agent. Notwithstanding any other provision of this Contract, no removal, resignation, or termination of the Structuring Agent shall take effect until a successor shall be appointed. The Structuring Agent shall be responsible for all costs arising from the removal for cause or resignation of the Structuring Agent and the costs associated with the appointment of and transition to a successor Structuring Agent.

13. ADMINISTRATION OF CONTRACT

(a) The Florida Housing contract administrator for this Contract is:

Della Harrell
Contracts Manager
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: (850) 488-4197
Fax: (850) 414-6548
E-mail: della.harrell@floridahousing.org
or the designated successor.

(b) The Florida Housing program contacts for this Contract are:

Wayne Conner
Director of Multifamily Bonds
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: (850) 488-4197
Fax: (850) 414-5479
E-mail: wayne.conner@floridahousing.org
or the designated successor.

(c) The Structuring Agent contract administrator for this Contract is:
H. Gilmer Nix
Senior Vice President
1902 S. Mac Dill Avenue
Tampa, FL 33629
Phone: 813.831.3900
Fax: 813.646.0487
gnix@sternbrothers.com
or the designated successor.

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

(e) All notices shall be given to the parties' contract administrator.

14. CONFIDENTIALITY

(a) Subject to the provisions of Florida's Public Records Law, as applicable to Florida Housing, all materials furnished to Florida Housing pursuant to this Contract are confidential and the Structuring Agent will treat such materials as confidential and will not reveal or discuss such materials or any other information learned as a result of this Contract with any other person or entity, except as authorized or directed by Florida Housing.

(b) In addition, working papers, copies, internal documents, procedures, methods and related materials are considered confidential and/or proprietary and the Structuring Agent shall treat such information as confidential and/or proprietary and shall not reveal or discuss any such information with any other person or entity, except as authorized or directed by Florida Housing. All such records and materials will remain the property of Florida Housing.

(c) If the Structuring Agent is required to disclose or publish the existence or terms of transactions under this Contract pursuant to Florida's Public Records Law, then the Structuring Agent shall notify Florida Housing in

writing of such disclosure within two (2) days after receipt of the Public Records request.

15. OTHER PROVISIONS

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

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

(c) 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.

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

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

17. COPYRIGHT, PATENT AND TRADEMARK

(a) If the Structuring Agent brings to the performance of this Contract a pre-existing copyright, patent or trademark, the Structuring Agent 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 Structuring Agent shall refer the discovery or invention to Florida Housing for a determination whether patent protection will be sought in the name of the 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 Structuring Agent 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 Structuring Agent, 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.

18. LEGAL AUTHORIZATION

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

19. PUBLIC ENTITY CRIME

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

a. submit a bid on a contract to provide any goods or services to a public entity;
b. submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
c. submit bids on leases of real property to a public entity;
d. be awarded or perform work as a 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 s. 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. Any contract in violation of this provision shall be null and void.

20. CONFLICTS OF INTEREST

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

"Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide

services. For purposes of paragraphs (a), (b), and (c) only, the term 'service provider' means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.
(a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of $100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.
(b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.
(c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider's application to provide services to the corporation, whichever period is shorter.
(d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.
(e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of this section, it may request a declaratory statement in accordance with the applicable rule and s. 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."

(b) Section 420.503(31), Fla. Stat., states:

'Prohibited business solicitation communication' means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits

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

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

(d) In addition to the conflict of interest rules imposed by the Florida Statutes, should the Structuring Agent 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 Structuring Agent 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 12 herein, within 10 working days. If Florida Housing, in its sole discretion, finds the Structuring Agent 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 Structuring Agent or assign any future transaction to the Structuring Agent shall, if Florida Housing so elects, terminate.

21. ENTIRE AGREEMENT

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

22. SEVERABILITY

If any provision of this Contract is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void

to the extent of such conflict or unenforceability, and shall be deemed severable, but shall not invalidate any other provision of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract Number 2013-13-02-001, each through a duly authorized representative, effective on the Effective Date.

STERN BROTHERS&CO.

By: _____ Witness: _____
Worth T. Blackwell

Name/Title: H. Gilmer Nix

Date: 8/19/2013

FEIN: 43-1357568

FLORIDA HOUSING FINANCE CORPORATION

By: _____ Witness: _____

Name/Title: Stephen P. Auger, Executive Director

Date: 8/30/13

EXHIBIT A

REQUEST FOR QUALIFICATIONS (RFQ) 2013-13

STRUCTURING AGENT SERVICES

for

FLORIDA HOUSING FINANCE CORPORATION

Issued: June 25, 2013
Responses Due: July 9, 2013

SECTION ONE
INTRODUCTION

Florida Housing Finance Corporation (Florida Housing) is soliciting competitive, sealed responses from qualified firms to provide structuring agent 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. Offerors shall be selected and determined through Florida Housing's review of each response, considering the factors identified in this RFQ and any other factors that it considers relevant to serving the best interests of Florida Housing and its mission. Florida Housing expects to select one or more Offerors that propose to provide all of the structuring agent services specified in this RFQ.

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 Qualifications and any other term and condition that the parties require.
"Days"	Calendar days, unless otherwise specified.
"Developer"	A person or entity that has been awarded a loan from Florida Housing to develop or rehabilitate a property.
"Effective Date"	The date the last party signs the Contract(s) that is (are) awarded as a result of this Request for Qualifications.
"Florida Housing"	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
"Guarantee Fund"	The Affordable Housing Guarantee Fund created and established with proceeds of revenue bonds issued by Florida Housing or its predecessor to

implement the Florida Affordable Housing Guarantee Program.

"Guarantee Program"	The Florida Affordable Housing Guarantee Program that Florida Housing administers pursuant to Sections 420.507 and 420.5092, Fla. Stat., and Fla. Admin. Code R. 67-39 *et.al.*
"Interested Party"	A person or entity that obtains a copy of the Request for Qualifications from Florida Housing.
"Offeror"	Any person or entity who has the capability in all respects to perform fully the requirements contained in this Request for Qualifications, and submits a response to this Request for Qualifications.
"Response"	The written submission by an Offeror to this Request for Qualifications.
"RFQ"	This Request for Qualifications, including all exhibits referenced in this document and all other documents incorporated by reference.
"Staff"	Any employee of Florida Housing, including the Executive Director.
"Structuring Agent"	A person or entity providing the structuring agent services described in Section Four of this RFQ.
"Threshold Item"	A mandatory requirement of the RFQ. Failure to meet any requirement in the RFQ designated as a "Threshold Item" shall result in rejection (no further action) of a Response.
"Website"	The Florida Housing Finance Corporation website, The Universal Resource Locator (URL) of which is www.floridahousing.org.

SECTION THREE
PROCEDURES AND PROVISIONS

A. An Offeror must submit an original and five (5) copies of the Response in a sealed envelope marked "RFQ 2013-13." Each envelope or package containing Responses must clearly state the name of the Offeror. An electronic copy of the response must also be submitted on a CD or flash drive. The Response that is the original must be clearly indicated 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 July 9, 2013. Responses shall be opened at that time. Responses must be addressed to:

Della Harrell
Contracts Manager
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301-1329
(850) 488-4197; Fax (850) 414-6548
Email: della.harrell@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.

D. Florida Housing reserves the right to the following:

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. Request an oral interview before the Board from any or all Offerors;
5. Select for Contract negotiation or for award a Response other than that with the highest score if, in the judgment of Florida Housing, its and the public's best interest shall be served; and
6. Negotiate with the successful Offeror with respect to 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 Della Harrell at the address given in Section Three, paragraph A. All questions are due by 5:00 p.m., Eastern Time, on Friday, June 28, 2013. Phone calls shall not be accepted. Florida Housing expects to respond to all questions by 5:00 p.m., Eastern Time, on Tuesday, July 2, 2013. Florida Housing shall post a copy of all questions received and their answers on Florida Housing's website at: http://www.floridahousing.org/Home/BusinessLegal/Solicitations/RequestForQualifications.htm Florida Housing shall also send a copy of those questions and answers in writing to any Interested Party that requests a copy. Florida Housing shall determine the method of sending its answers, which may include regular U.S. mail, overnight delivery, fax, e-mail or any combination of the above. Only written responses or statements from Sherry Green, or her designee, which are posted on the Website, shall bind Florida Housing. No other means of communication, whether oral or written, shall be construed as an official response or statement from Florida Housing.

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

G. The term of the Contract shall be for three years, subject to satisfactory performance at the sole discretion of Florida Housing. If the parties mutually agree in writing, the Contract may be renewed twice. Each renewal shall be for an additional one (1) year period.

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

I. Florida Housing is not required to utilize the services of any selected Contractor and may terminate any 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 RFQ at any point prior to two (2) weeks of the due date for Responses. A notice of such modification shall be posted on Florida Housing's Website and shall be provided to potential Offerors who requested copies of the RFQ. The deadline for receipt of Responses may be extended as deemed necessary by Florida Housing.

K. From time to time and in accordance with its procurement rules, Florida Housing contracts with vendors ("Florida Housing Contract Vendor") to provide certain services. Prior to ordering any services in connection with this RFQ, whether on behalf of the Offeror, Florida Housing, or any third party, the successful Offeror shall first

consult with Florida Housing's Contract Administrator and if such services are available through a Florida Housing Contract Vendor, the successful Offeror shall utilize the Florida Housing Contract Vendor to provide such services. Any costs or expense incurred for services provided by a vendor other than a Florida Housing Contract Vendor (when such services are available through a Florida Housing Contract Vendor), shall not be eligible for payment hereunder; rather, all such costs or expense shall be the sole responsibility of the successful Offeror.

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

SECTION FOUR
SCOPE OF SERVICES

The services that the Structuring Agent shall perform and render as an independent contractor and not as an agent, representative, or employee of Florida Housing, shall be known as "consultant and professional services" and shall include the provision of advice and assistance to Florida Housing in, including but not limited to, the following areas:

A. Structure competitively-bid bond transactions as directed by Florida Housing.

B. Assist in the development of offering memoranda, Notice of Sale, bids for Investment Agreements, and marketing of bonds issued by Florida Housing.

C. Prepare cash flow schedules and, if required Guarantee Fund premium schedules.

D. Perform analyses regarding the pricing of required services such as bond insurance as requested by Florida Housing.

E. Advise Florida Housing regarding market conditions and project rates in preparation for bond transactions. Coordinate pre-pricing conference call with Florida Housing staff, the Developer, and Florida Housing's Senior Financial Advisor.

F. Develop plans to secure appropriate ratings.

G. Prepare fiscal sufficiency report filed with the Florida State Board of Administration (SBA), and provide post pricing comparable yield analysis for submission to SBA.

H. Refunding of bonds.

I. Remarket bonds as needed

J. Perform such other financial advisory services and advice 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 of the 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. Per Section 119.071(1)(b)2., the sealed responses received by the Corporation are exempt from disclosure until such time as the Board provides notice of an intended decision or until 30 days after the opening of the sealed responses, 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:

f. submit a bid on a contract to provide any goods or services to a public entity;

g. submit a bid on a contract with a public entity for the construction or repair of a public building or public work;

h. submit bids on leases of real property to a public entity;

i. be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and;

j. transact business with any public entity in excess of the threshold amount provided in Section 287.017, Fla. Stat., for CATEGORY TWO: $35,000, for a period of 36 months from the date of being placed on the convicted vendor list.

F. The Offeror acknowledges that any Offeror selected shall be prohibited from engaging in activities in connection with services related to Florida Housing transactions that produce direct or indirect financial gain for the Offeror other than 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. In addition to the conflict of interest rules imposed by the Florida Statutes, the Offeror(s) 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.

H. The Offeror, in submitting this Response, acknowledges and agrees that the terms and conditions of this RFQ, as well as any modifications thereto, shall be incorporated into any Contract offered as a result of this RFQ. Such terms and conditions include, but are not limited to, the obligation of any successful Offeror to

order any services to be provided in connection with this RFQ from a Florida Housing Contract Vendor as provided in Section Three, paragraph K hereof.

I. Certification Statement **(Threshold Item)**

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

"I agree to abide by all conditions of RFQ 2013-13 and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response as the Offeror and that I am in compliance with all requirements of the RFQ, including but not limited to, the certification requirements stated in Section Five of this RFQ."

_____
Authorized Signature (Original)

_____
Print Name and Title

SECTION SIX
INFORMATION TO BE PROVIDED IN RESPONSE

In providing the following information, restate each item and sub-item (with its letter and number), limit your proposal to one bound volume. Responses to the items must be included immediately after the restated items without any reference to any appendix.

A. GENERAL INFORMATION

1. Provide a brief history of the Offeror, including the year organized, ownership, affiliated companies and relationships, the total number of employees and the total number of employees providing structuring agent services.

2. 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.

3. Describe the Offeror's presence in Florida, and describe the Offeror's ability to be accessible to Florida Housing staff, availability for meetings, conferences, consultation, etc.

4. Provide evidence of certification from the Department of State that the Offeror is qualified to do business in the State of Florida.

5. Provide a summary of fidelity bond coverage and proof of professional liability errors and omissions insurance.

6. Provide a copy of the Offeror's latest audited financial statements.

7. Reporting requirement

Provide the most recent attestation report, in accordance with the Statement on Standards for Attestation Engagements No. 16, Reporting on Controls at a Service Organization, or superseding guidance, addressing controls at the organization relevant to the organization's processing for Florida Housing.

This report, at a minimum a SOC 1 Type 2 report, must be submitted to Florida Housing's contracts administrator at least annually for each year, or partial year, of the contract term. The report must cover, at a minimum, 6 months of the Florida Housing fiscal year (January through December) being audited. If a minimum of 6 months of the Florida Housing fiscal year is not covered by the report, a bridge letter for the period not covered must be provided to Florida Housing's contracts administrator upon issuance but must be provided no later than March 31 of each calendar year.

8. Provide a statement of any other qualifications or services, which the Offeror considers to be significant, innovative or otherwise relevant to Florida Housing.

B. EXPERIENCE

1. Provide a list of state or local housing agencies for which the Offeror has provided services similar to those requested in Section Four of this RFQ. Indicate what the current relationship is to each agency as well as the account representative assigned to the agency.

2. Provide information as to transactions in which the Offeror has played a significant role and which the Offeror considers most

relevant to Florida Housing. Define the role the Offeror played. Limit the response to two (2) pages.

3. Provide a list of any defaulted bond issues the Offeror participated in, and describe the nature and underlying circumstances of the default.

4. Provide a description of any default workout transactions the Offeror has been involved in within the last ten (10) years.

5. Describe any recent innovative housing financing techniques the Offeror has developed and identify the transactions in which these techniques were used.

6. If selected as Structuring Agent, describe how the Offeror would serve Florida Housing in non-bond related matters.

C. QUALIFICATIONS OF PERSONNEL

Provide an organizational chart and an overview of the key individuals (team members) proposed to be assigned to Florida Housing's account. The overview shall include the following information for each individual:

- Name, title, and role on this engagement;
- Office street address, e-mail address, and office and cellular telephone numbers;
- Identify those members that have experience in or with (a) cash flow preparation, (b) single family and/or multifamily finance, and (c) other state and local housing authorities;
- Specific qualifications and expertise; and
- A description of the individuals' relevant educational and professional accomplishments.

D. LEGAL ISSUES

1. Describe any and all litigation, arbitration, or other actions that have occurred in connection with the Offeror for its involvement in municipal or public purpose debt.

2. Provide a description of to what extent, if any, the Offeror, including all holding companies and subsidiaries, or any officers or directors or other key personnel, is now, or has been, under indictment, investigation, or order issued by a regulatory or governmental agency, or engaged in litigation, or subject to an order from a court of competent jurisdiction. If any such condition exists, or existed, discuss the outcome, if one has occurred, or probable outcome, and to what extent this could impair the level of service of the Offeror. In

addition, describe any allegations made against the Offeror and any impending litigation of which Florida Housing should be made aware.

E. TECHNOLOGY

1. Describe the Offeror's software package utilized for bond sizing and refunding analyses. If the Offeror does not use a package generally available to the industry, indicate the individual responsible for modifying the program. Additionally, note the Offeror's capability to verify competitive bids and perform all required Rating Agencies/Bond Insurers yield calculations and cash flow technology capabilities with regard to equipment and systems.

2. Describe any emergency backup capabilities in the event of computer failure, natural disasters (e.g. hurricanes),

3. Provide documentation of the business continuity plan of the Offeror including sufficient detail to cover the services requested in this RFQ.

F. FEES/COSTS

1. Provide the proposed fee to be charged in connection with the services described in Section Four, items A-I all inclusive, of this RFQ.

2. Provide separately the hourly rate for all other services described in Section Four, item J of this RFQ.

3. Indicate all costs to be charged to Florida Housing.

FINAL FEE SCHEDULE SHALL BE SUBJECT TO NEGOTIATION.

G. DRUG-FREE WORKPLACE

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

H. MINORITY BUSINESS ENTERPRISE

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

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

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

SECTION SEVEN
EVALUATION PROCESS

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

Item Reference	Maximum Points
A. General Information	15
B. Experience	35
C. Qualifications of Personnel	30
D. Legal Issues	20
E. Technology	20

Total Points Available 120

SECTION EIGHT
AWARD PROCESS

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

EXHIBIT B
FEES/COSTS

Florida Housing shall pay the Structuring Agent a standard fee per transaction of $25,000 for services described in Exhibit A, Section Four, Items A-G.

2. Florida Housing shall reimburse the Structuring Agent up to $3,500 per transaction for non-routine expenses. Non-routine expenses such as long distance phone calls, long distance facsimile transmissions, long distance courier services, bulk mailings, bulk third party copying, blueprints, photographs and computer-assisted legal research services must be justified to Florida Housing and shall be reimbursed based on documented third party vendor charges. In-house bulk mailings and bulk copying expenses must be supported by usage logs or similar documentation. Firm surcharges are not reimbursable. Justified and reasonable travel expenses that are directly and exclusively related to the professional services rendered under this Contract shall be reimbursed.

3. Florida Housing shall pay separately an hourly rate of $200 for all other services described in Exhibit A, Section Four, Item H. Any services invoiced under this section must be approved in writing by Florida Housing prior to commencement of work.