

**FIRST AMENDMENT  
TO CONTRACT NUMBER 2013-14-P-05-001**

THIS FIRST AMENDMENT ("Amendment") to CONTRACT NUMBER 2013-14-P-05-001 is entered into and effective as of November 9, 2016, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and CAUSEY DEMGEN & MOORE P.C. ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 2013-14-P-05-001, dated December 2, 2013, ("Contract") wherein Service Provider agreed to provide or perform cash flow verification agent services pursuant to RFQ 2013-14. 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 November 9, 2013, and ending November 8, 2016.
- C. Section 3 of the Contract provides that the Contract may be renewed once for a three-year term.
- D. Florida Housing and Service Provider wish to renew 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:

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 three years, beginning November 9, 2016, and ending November 8, 2019. Subject to any previous amendments or modifications and except as otherwise provided in this Amendment, the Contract shall stand renewed upon its same terms and conditions.

C. Amendments.

- 1. The Contract is amended by appending the following to Section 11(a), Public Records:

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

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

2. The Contract is amended further by creating Item (e) under Section 12, Other Provisions:

(e) The Cash Flow Verification Agent 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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT to Contract Number 2013-14-P-05-001, by a duly authorized representative, effective as of the Effective Date.

CAUSEY DEMGEN & MOORE P.C.

By: William Glasso

Name/Title: William Glasso, Principal

Date: July 25, 2016

FEIN: 84-1158905

FLORIDA HOUSING FINANCE CORPORATION

By: [Signature]  
Stephen P. Auger, Executive Director

Date: 7/26/16

**CONTRACT FOR  
CASH FLOW VERIFICATION AGENT SERVICES BETWEEN  
FLORIDA HOUSING FINANCE CORPORATION  
AND  
CAUSEY DEMGEN & MOORE P.C.**

This Contract for Cash Flow Verification Services, 2013-14-P-05-001 (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 CAUSEY DEMGEN & MOORE P.C. (Service Provider/Vendor) located at 1801 California Street, Suite 4650, Denver, CO 80202. Upon execution by both parties, this Contract shall become effective as of November 9, 2013, (Effective Date).

RECITALS

- A. The Verification Agent represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide Verification Agent services identified herein and offers to perform those services described in Exhibit A, Request for Proposals (RFP) 2013-14 attached hereto and incorporated herein.
- B. Florida Housing has a need for such services and does hereby accept the offer of the Verification 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 Verification Agent under the terms and provisions of this Contract.

AGREEMENT

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

1. ATTACHMENTS

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

Exhibit A, RFP 2013-14  
Exhibit B, Fees/Costs Schedule

2. ENGAGEMENT OF THE SERVICE PROVIDER/VENDOR

The Verification Agent agrees to provide cash flow verification services in accordance with the terms and conditions hereinafter set forth. The Verification Agent agrees to perform the services set forth in Exhibit A, and as otherwise stated in this Contract. The Verification Agent understands and agrees that all services under this Contract are to be performed solely by the Verification Agent, and may not be

subcontracted or assigned without the prior written approval and consent of Florida Housing.

3. TERM OF CONTRACT

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

4. MODIFICATION OF CONTRACT

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

5. INVOICES

The Verification Agent shall submit invoices to the program contact person in Section 10 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 Verification 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.

6. FEES/COSTS

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

7. LIABILITY: INDEPENDENT CONTRACTOR; COMPLIANCE WITH LAWS

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

(b) This Contract is executed on behalf of Florida Housing by the signatory only in his or her designated capacity as representative and on behalf of the corporation. Such individual shall neither have nor incur any individual or personal responsibility or

liability under this Contract as a result of such execution.

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

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

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

(f) The Service Provider 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 Service Provider, if any, in conjunction with the services rendered pursuant to this Contract. At no time shall the Service Provider make any commitments for or incur any charges or expenses for, or in the name of, Florida Housing.

(g) The Service Provider 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 Service Provider.

## 8. 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 Verification Agent or assign any future transaction to the Verification 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 Verification 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 Verification Agent in the transaction or any future transaction.

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

(i) If any report, information, representation or material provided by the Verification Agent in this Contract, is inaccurate, false or misleading;

(ii) If any warranty or representation made by the Verification 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;

(iii) If the Verification 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;

(iv) If, in the sole discretion of Florida Housing, the Verification Agent has failed to perform or complete any of the services identified in the attachments;

(v) If the Verification Agent has not complied with all Florida laws, Federal laws, Florida Housing rules or Florida Housing policies applicable to the work;

(vi) If the Verification Agent has discriminated on the grounds of race, color, religion, sex, national origin, or disability in performing any service identified in the attachments;

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

(viii) If the Verification Agent commits fraud in the performance of its obligations under this Contract; or

(ix) If the Verification 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 (Notice of Default), delivered by courier service or electronic mail to the address set forth in Section 10 herein.

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

(e) If Florida Housing provides a Cure Period and if the Verification 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:

(i) Florida Housing may terminate the Contract Verification Agent immediately upon written notice delivered by courier service or electronic mail to the Verification Agent at the address set forth in Section 13 herein:

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

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

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

## 9. TERMINATION

(a) Florida Housing may terminate the contract, without cause, at any time upon ten (10) days written notice delivered by courier service or electronic mail to the Verification Agent at the address set forth in Section 13 herein.

(b) The Verification Agent may terminate this Contract, without cause at any time upon ten (10) days written notice delivered by courier services or electronic mail to Florida Housing at the address set forth in Section 13 herein.

## 10. ADMINISTRATION OF CONTRACT

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

Della M. 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 contact for this Contract is:

Melanie Weathers  
Bond Administrator  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: (850) 488-4197  
Fax: (850) 414-5479  
E-mail: melanie.weathers@floridahousing.org  
**or the designated successor.**

(c) The Verification Agent contract administrator for this Contract is:

Bill Glasso  
Causey Demgen & Moore P.C.  
1125 Seventeenth Street, Suite  
Denver, CO 80202-2025  
Office: 303.672.9886  
Cell: 516.547.0764  
Fax:  
E-mail: bglasso@causeycpas.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.

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

(a) Public Records.

(i) Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the Service Provider in connection with this Contract is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (hereinafter called "Florida's Public Records Law"). The Service Provider represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

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

(1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(2) 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.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) 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.”

(b) Confidentiality.

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

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

(iii) In the case of work product furnished to Florida Housing pursuant to this Contract that is confidential, the Service Provider 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.

(iv) Working papers, copies, internal documents, procedures, methods and related materials considered confidential and/or proprietary shall be treated as confidential and/or proprietary and shall not be revealed or discussed with any

other person or entity, except as authorized or directed by Florida Housing. All such records and materials will remain the property of Florida Housing.

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

(c) Copyright, Patent and Trademark.

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

(ii) 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 Service Provider 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 Service Provider 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.

(iii) All subcontracts or other arrangements entered into, by the Service Provider, 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.

(d) Files.

(i) Contents of the Files: The Service Provider shall maintain files containing documentation to verify all compensation to the Service Provider 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 Service Provider in connection with this Contract. The Service Provider shall also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Contract.

(ii) Retaining the Files: The Service Provider 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.

(iii) Access to the Files: Upon reasonable notice, the Service Provider 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.

(iv) 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 Service Provider under this Contract shall be submitted to Florida Housing within fifteen (15) days of such termination at the expense of the Verification Agent.

## 12. 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 Verification 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 Verification 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.

## 13. 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 Verification 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.

## 14. LEGAL AUTHORIZATION

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

15. PUBLIC ENTITY CRIME

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

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and;
- transact business with any public entity in excess of the threshold amount provided in s. 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. Any contract in violation of this provision shall be null and void.

16. 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(32), Fla. Stat., states:

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

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

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

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

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

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

(c) By executing this contract, the Verification 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 Verification 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 Verification 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 13 herein, within 10 working days. If Florida Housing, in its sole discretion, finds the Verification 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 Verification Agent or assign any future transaction to the Verification Agent shall, if Florida Housing so elects, terminate.

17. 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.

18. 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 2013-14-P-05-001, each through a duly authorized representative, effective on the Effective Date.

CAUSEY DEMGEN & MOORE, P.C.

By: W.M. MA

Name/Title: William Glasco, Principal

Date: December 2, 2013

FEIN: 84-1158905

FLORIDA HOUSING FINANCE CORPORATION

By: [Signature]

Stephen P. Auger, Executive Director

Date: 12/2/13



**EXHIBIT A**

**REQUEST FOR PROPOSALS 2013-14**

**CASH FLOW VERIFICATION AGENT SERVICES**

**for**

**FLORIDA HOUSING FINANCE CORPORATION**

## **SECTION ONE INTRODUCTION**

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

## **SECTION TWO DEFINITIONS**

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

“Board”	The Board of Directors of Florida Housing Finance Corporation.
“Committee”	The review committee composed only of employees of Florida Housing that is established pursuant to Fla. Admin. Code, R. 67-49.007.
“Contract”	The document containing the terms and conditions of this Request for Proposals and any other term and condition that the parties agree to.
“Days”	Calendar days, unless otherwise specified.
“Effective Date”	The date the last party signs the Contract(s) that is (are) awarded as a result of this Request for Proposals.
“Florida Housing”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
“Interested Party”	A person or entity that obtains a copy of the Request for Proposals 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 Proposals and submits a response to this Request for Proposals.
“Response”	The written submission by an Offeror to this Request for Proposals.
“RFP”	This Request for Proposals, including all exhibits referenced in this document and all other documents incorporated by reference.
“Staff”	Any employee of Florida Housing, including the Executive Director.
“Verification Agent”	The Offeror awarded a Contract by Florida Housing to provide the cash flow verification agent services described in Section Four of this RFP.
“Website”	The Florida Housing Finance Corporation website, the home address of which is <a href="http://www.floridahousing.org">www.floridahousing.org</a> .

### **SECTION THREE PROCEDURES AND PROVISIONS**

A. An Offeror must submit an original and six (6) copies of the Response in a sealed envelope marked “RFP 2013-14.” A copy of the entire Response must also be provided as an electronic version (either CD or a flash drive). Emails will not be accepted for the electronic version. Each envelope or package, containing Responses, must clearly state the name of the Offeror. The Response that is the original must clearly indicate “Original” on that Response. Florida Housing shall not accept a faxed or e-mailed Response. Florida Housing must receive any Responses on or before 2:00 p.m., Eastern Time, on Wednesday, September 11, 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](mailto:della.harrell@floridahousing.org)

B. This RFP does not commit Florida Housing to award a Contract to any

Offeror, or to pay any costs incurred in the preparation or mailing of a Response, or costs related to the Contract execution process.

C. All services under the Contract awarded are to be performed solely by the contractor, and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing, which consent shall not be unreasonably withheld. Any subcontracting contemplated by the Offeror shall be disclosed in the Offeror's Response to the RFP.

D. Florida Housing reserves the right to:

1. Waive minor deficiencies and informalities;
2. Accept or reject any or all Responses received as a result of this RFP;
3. Obtain information concerning any or all Offerors from any source;
4. Schedule an oral interview before the Committee and/or the Board from any or all Offerors;
5. Select for Contract negotiation or for award, a Response other than that with the highest score if, in the judgment of Florida Housing, its and the public's interest shall be best served; and
6. Negotiate with the successful Offeror with respect to any additional terms or conditions of the Contract

E. Any Interested Party may submit any question regarding this RFP in writing via mail, 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 Thursday, September 5, 2013. Phone calls shall not be accepted. Florida Housing expects to respond to all questions by 5:00 p.m., Eastern Time, on Friday, September 6, 2013. Florida Housing shall post a copy of all questions received and their answers on Florida Housing's Website at [http://apps.floridahousing.org/StandAlone/FHFC\\_ECM/AppPage\\_LegalRFPs.aspx](http://apps.floridahousing.org/StandAlone/FHFC_ECM/AppPage_LegalRFPs.aspx). 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 Della Harrell, Contracts Administrator, or her designee, that 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 contents of this RFP or other specifications, including addenda, must file a protest in compliance with Section 120.57(3), Fla. Stat., and Fla. Admin. Code R. 28-110. Failure to file a protest within

the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

G. The term of the Contract shall be for three years subject to a satisfactory annual performance review at the sole discretion of Florida Housing. If the parties mutually agree in writing, the Contract may be renewed once for an additional three-year period.

#### **SECTION FOUR SCOPE OF SERVICES**

Services to be provided by the Verification Agent shall include, but are not limited to, the following:

- Arithmetical verifications of bond and investment yields for taxable and tax-exempt debt;
- Arithmetical verifications of bond and investment yields and cash flows for debt restructurings associated with advance refunding of tax-exempt debt;
- Arithmetical verifications of cash flow sufficiency from escrowed securities associated with the defeasance of existing debt;
- Arithmetical verifications of cash flow sufficiency associated with the restructuring of investment portfolios held in escrow (swaps) performed to increase investment efficiencies of the escrow.
- Verifications of projected program expenses;
- Verifications of all investments and all funds;
- Verifications of parity maintenance; and
- Verifications of all projected bond redemptions.

#### **SECTION FIVE CERTIFICATION**

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

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

B. Any material submitted in response to this RFP is a public record pursuant to Chapter 119, Fla. Stat., and subject to examination upon request, after Florida Housing provides a notice of decision pursuant to Section 120.57(3), Fla. Stat., or within 10 Days after the Response is opened, whichever is earlier.

C. The Offeror is in compliance with Section 420.512(5), Fla. Stat., which provides:

“Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term ‘service provider’ means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

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

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

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

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

(e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of this section, it may request a declaratory statement in accordance with the applicable rule and Section 120.565, Fla. Stat.

(f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into Contracts with the service provider.”

D. For the purpose of Section 420.512(5), Fla. Stat., “Prohibited Business Solicitation Communications” is defined by Section 420.503(32), Fla. Stat., which provides:

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

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

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

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

- (a) submit a bid on a contract to provide any goods or services to a public entity;
- (b) submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) submit bids on leases of real property to a public entity;
- (d) be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and;
- (e) transact business with any public entity in excess of the threshold amount provided in Section 287.017, Fla. Stat., for CATEGORY TWO: \$35,000, for a period of 36 months from the date of being placed on the convicted vendor list.

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 the compensation agreed upon in the Contract that results from this RFP, unless that Offeror has written consent from Florida Housing's Executive Director 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 that is selected to provide these services 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 10 working days, seeking written 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.

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

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

### **A. THRESHOLD REQUIREMENT**

In addition to being able to provide the Services described in Section Four, an Offeror must meet the following requirement to be considered for selection under this RFP.

1. Offeror must have at least three consecutive years of experience, since January 1, 2009, providing verification services for housing finance agencies (threshold applies to the company and not individual employees of the company).

### **B. GENERAL INFORMATION**

1. 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.
2. Provide a brief history of the Offeror, including the year organized,



ownership, and the total number of employees and the location of offices.

3. Provide proof of current professional liability errors and omissions insurance to include the following:

Name of carrier and policy number;  
Effective date of insurance;  
Policy exclusions, if any;  
Current coverage amounts;  
Staff covered; and  
Type of coverage.

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

C. EXPERIENCE/QUALIFICATIONS OF PERSONNEL

1. Provide a detailed description of the Offeror's work experience in cash flow verifications for single-family and multi-family mortgage revenue bonds for affordable housing during the past three years.
2. Indicate the employees of the Offeror who will be involved with the Florida Housing account. Provide a copy of each such employee's resume. Identify those members of the Offeror that have experience in or with the (i) single family mortgage revenue bond program, (ii) multifamily mortgage revenue bond program, and (iii) other state and local housing finance authorities' bond issuance programs.
3. Provide no more than three references from bond issuing entities, preferably state housing finance entity clients for which your firm provided professional services within the last (12) twelve months, including names, addresses, telephone numbers and e-mail addresses. Prior to submittal of the Response, the Offeror must inform the named references that their names are being listed. Selected references may be contacted to determine the quality of work performed and personnel assigned to perform the work. The result of the reference checks may be provided to reviewers to be used in scoring the written Response.
4. Provide a written example of a work product which includes arithmetical verifications of bond and investment yields for taxable and tax exempt debt.
5. Provide a statement of any other qualifications or services, which the Offeror considers to be significant, innovative or otherwise relevant

to Florida Housing.

6. Provide information on any contract of this type that was terminated prior to completion in the last five years. Provide details of such circumstances.

D. FEES

Indicate all fees to be charged to Florida Housing by each type of service identified in Section Four of this RFP.

*FINAL FEE SCHEDULE SHALL BE SUBJECT TO NEGOTIATIONS.*

E. DRUG-FREE WORKPLACE

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

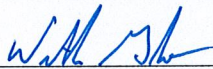
F. MINORITY BUSINESS ENTERPRISE

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

G. CERTIFICATION STATEMENT

The following shall be repeated in the Offeror's Response and signed by an individual authorized to bind the Offeror. Failure to include and provide a manual signature of the certification statement shall result in rejection of the Response.

"I agree to abide by all conditions of RFP 2013-14 and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response for the Offeror and that the Offeror is in compliance with all requirements of the RFP, including but not limited to, the certification requirements stated in Section Five of this RFP."



\_\_\_\_\_  
Authorized Signature

Print Name and Title: William Galasso, Principal

**SECTION SEVEN  
EVALUATION PROCESS**

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

<u>Item Reference</u> .....	<u>Maximum Points</u>
C.1 Experience/Qualifications.....	30
C.2 Experience/Qualifications.....	30
C.3 Experience/Qualifications.....	20
C.4 Experience/Qualifications.....	20
C.5 Experience/Qualifications.....	15
D. Fees .....	15
 Total Points Available .....	 130

**SECTION EIGHT  
AWARD PROCESS**

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

## EXHIBIT B

The Verification Agent shall be paid the following fees for the services identified in Exhibit A, RFP 2013-14, Section Four, Scope of Services:

1. Arithmetical verifications of bond and investment yields for taxable and tax-exempt debt;
2. Arithmetical verifications of bond and investment yields and cash flows for debt restructurings associated with advance refunding of tax-exempt debt;
3. Arithmetical verifications of cash flow sufficiency from escrowed securities associated with the defeasance of existing debt;
4. Arithmetical verifications of cash flow sufficiency associated with the restructuring of investment portfolios held in escrow (swaps) performed to increase investment efficiencies of the escrow.
5. Verifications of projected program expenses;
6. Verifications of all investments and all funds;
7. Verifications of parity maintenance; and
8. Verifications of all projected bond redemptions.

Items 1, 5, 6, 7, and 8 of the Scope of Services, reflected above, are considered by the Verification Agent as standard procedures. For a multi-family issue the Verification Agent's fee for these services shall be equal to \$4,500. For a single-family issue, the fee for the first numbers run to be verified shall be \$5,750, assuming each supplemental bond issue stands on its own (in other words there are no cross calls between issues). For each additional numbers run, the fee shall will be between \$500 and \$1,000 depending on the structure of the bonds which could impact the complexity of the transaction. In addition, the Verification Agent shall read selected sections of the Trust Indenture for the bonds and shall compare the procedures and assumptions used in the cash flow analyses with those sections for consistency. To the extent they are not consistent; the Verification Agent will discuss the inconsistencies with Bond Counsel and the Underwriter to resolve such inconsistencies.

For Item 2, of the Scope of Services, reflected above, the Verification Agent's fee shall range from \$1,500-\$5,500 depending on the nature of the transaction. Items which could affect the fee include, but are not limited to, transferred proceeds computations, variable rate structure of the refunding bonds, multiple refunded issues, and multiple escrow accounts.

For Item 3, of the Scope of Services, reflected above, the Verification Agent's fee shall be equal to \$2,250 for the first refunded issue plus \$300 for each additional refunded issue, assuming one escrow account.

For Item 4, of the Scope of Services, reflected above, the Verification Agent's fee shall be equal to \$2,500; however, should there be multiple issues associated with the transaction, the fee may or may not be impacted.

For the arithmetical verification of mortgage loan yields using actual mortgage loan originations, the Verification Agent's fee shall be \$4,000 for each computation.