

**FIRST AMENDMENT
TO CONTRACT NUMBER 2014-08-N-010-001**

THIS FIRST AMENDMENT ("Amendment") to CONTRACT NUMBER 2014-08-N-010-001 is entered into and effective as of December 4, 2019, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and ROGERS, GUNTER, VAUGHN INSURANCE, INC. ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 2014-08-N-010-001, dated December 4, 2014, ("Contract") wherein Service Provider agreed to provide Insurance Agent of Record services pursuant to ITN 2014-08. 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 five years, beginning December 4, 2014, and ending December 3, 2019.
- C. Section C., Term of Contract, provides that the Contract may be renewed once for an additional five-year term.
- D. Florida Housing and Service Provider wish to renew the Contract for the five-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 five-year renewal term, beginning December 4, 2019, and ending December 3, 2024. Subject to any previous amendments or modifications and except as otherwise provided in this Amendment, the Contract shall stand renewed upon its same terms and conditions.

C. Amendments.

1. The Contract is amended by deleting subsection K. i. thereof in its entirety and substituting in its place the following:

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

Pursuant to Section 119.0701(2)(b), Fla. Stat., the Service Provider will be required to comply with public records laws, specifically to:

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

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

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

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

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

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

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

2. The Contract is amended further by adding sub-item 5 to Section L, Other Provisions:

5. 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT to Contract Number 2014-08-N-010-001, by a duly authorized representative, effective on December 4, 2019.

ROGERS, GUNTER, VAUGHN INSURANCE, INC. / Hub Florida

By: Samuel B. Royer

Name/Title: Area Exec. VP

Date: 6/24/19

FEIN: 35-0672425

FLORIDA HOUSING FINANCE CORPORATION

By: Hugh A. Brown

Name/Title: Hugh A. Brown / General Counsel

Date: 6-26-19

**CONTRACT FOR
INSURANCE AGENT OF RECORD SERVICES BETWEEN
FLORIDA HOUSING FINANCE CORPORATION
AND
ROGERS, GUNTER, VAUGHN INSURANCE, INC.**

This Contract for Insurance Agent of Record Services, 2014-08-N-010-001 (Contract) is entered into by and between the FLORIDA HOUSING FINANCE CORPORATION (Florida Housing), a public corporation and a public body corporate and politic, with headquarters located at 227 North Bronough Street, Suite 5000, Tallahassee, FL 32301, and ROGERS, GUNTER, VAUGHN INSURANCE, INC. (Agent), a Florida for-profit corporation, located at 1117 Thomasville Road, Tallahassee, Florida 32303. Upon execution by both parties, this Contract shall become effective as of the date the last party signs (Effective Date).

RECITALS

- A. The Agent represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide Insurance Agent of Record Services identified herein and offers to perform those services described in Exhibit A, Invitation to Negotiate 2014-08, attached hereto and incorporated herein.
- B. Florida Housing has a need for such services and does hereby accept the offer of the Agent upon the terms and conditions outlined in this Contract.

AGREEMENT

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

A. **ATTACHMENTS**

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

Exhibit A, ITN 2014-08 and Addendum #1

B. **ENGAGEMENT OF THE AGENT**

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

The Agent shall provide Florida Housing information regarding the following year's insurance coverages and premiums no later than November 15, or other mutually agreed upon date. Failure to provide this information by the established deadline shall result in a penalty to the Agent of \$25.00 per calendar day.

Additionally, the Agent's contract manager and other required Agent personnel shall be available for meetings on mutually agreed-upon dates, approximately three (3) times per year.

C. TERM OF CONTRACT

The initial term of this Contract shall be for five (5) years from the Effective Date. If the parties mutually agree in writing, the Contract may be renewed once for an additional five (5) year period. Renewals are at the discretion of Florida Housing, and shall be contingent upon satisfactory performance evaluations by Florida Housing.

D. MODIFICATION OF CONTRACT

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

E. INVOICES

The Agent shall submit invoices to the program contact person in Section J, Administration of Contract. Each invoice for premiums shall be in a format that is clearly itemized so that the invoice states the specific premiums to be paid. Payment of an undisputed invoice shall be made within a reasonable period of time not to exceed 30 days after receipt of the invoice.

F. FEES/COSTS

The Agent shall be entitled to commissions from selected insurance carriers for the coverages purchased by Florida Housing, not to exceed 15 percent of the total premium. Each year when insurance premiums are provided to Florida Housing for the subsequent year, the Agent will include a report showing the commissions and any other fees earned by the Agent for delineated insurance.

G. LIABILITY; INDEPENDENT CONTRACTOR; COMPLIANCE WITH LAWS

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

2. This Contract is executed on behalf of Florida Housing by the signatory only in his or her designated capacity as representative and on behalf of Florida Housing. Such individual shall neither have nor incur any individual or personal responsibility or liability under this Contract as a result of such execution.

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

4. The Agent, 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 Agent shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law. The Agent remains responsible for all applicable federal, state, and local taxes, and all FICA contributions.

5. The Agent 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 Agent shall comply with Florida Housing policies while on Florida Housing premises and in the conduct of its business with Florida Housing personnel.

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

7. The 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 Agent.

H. DEFAULT AND REMEDIES

1. If any of the events listed in subparagraph 2. of this section occur, all obligations on the part of Florida Housing to continue doing business with the Agent or assign any future transaction to the 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 Agent as a participant after the happening of any event listed

in subparagraph 2. of this section without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the Agent in the transaction or any future transaction.

2. The Events of Default shall include, but not be limited to, the following:
 - a. If any report, information or representation provided by the Agent in this Contract is inaccurate, false or misleading in any respect;
 - b. If any warranty or representation made by the 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;
 - c. If the 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;
 - d. If, in the sole discretion of Florida Housing, the Agent has failed to perform or complete any of the services identified in the attachments;
 - e. If the Agent has not complied with all Florida laws, federal laws, Florida Housing rules or Florida Housing policies applicable to the work;
 - f. If the Agent has discriminated on the grounds of race, color, religion, sex, national origin, or disability in performing any service identified in the attachments;
 - g. If the Agent does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;
 - h. If the Agent commits fraud in the performance of its obligations under this Contract; or
 - i. If the 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.

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

3. Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing may provide the 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 Agent of the length of the Cure Period in the Notice of Default.

4. If Florida Housing provides a Cure Period and if the 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:

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

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

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

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

I. TERMINATION

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

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

J. ADMINISTRATION OF CONTRACT

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

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

E-mail: Contracts.Manager@floridahousing.org

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

Rene Knight
Operations Director
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Rene.Knight@floridahousing.org
or the designated successor.

3. The Agent contract manager for this Contract is:

Teresa Beaudoin
Account Manager
Rogers, Gunter, Vaughan Insurance, Inc.
1117 Thomasville Road
Tallahassee, Florida 32303
Office: 850.386.1111
E-mail: TBeaudoin@rgvi.com
or the designated successor.

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

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

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

1. **Public Records**

Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the 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 (Florida's Public Records Law). The 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 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.”

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

2. Confidentiality

- a. If the Agent asserts that any information or materials intended to be delivered or provided under this Contract constitute a trade secret, or are otherwise confidential or exempt from the public records disclosure requirements of Florida’s Public Records Law, such assertion must be made prior to submitting them to Florida Housing.
- b. It is the Agent’s obligation and responsibility to maintain the secrecy of trade secrets and the confidentiality of other confidential information by adequately marking such materials as confidential or exempt before forwarding such information or materials to Florida Housing.
- c. In the case of work product furnished to Florida Housing pursuant to this Contract that is confidential, the 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.
- d. Working papers, copies, internal documents, procedures, methods and related materials considered confidential and/or proprietary shall be treated as confidential and/or proprietary and shall not be revealed or discussed with any other person or entity, except as authorized or directed by Florida Housing. All such records and materials will remain the property of Florida Housing.

e. If the 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 Agent shall notify Florida Housing in writing of such disclosure within two (2) days after receipt of the Public Records request.

3. Copyright, Patent and Trademark

a. If the Agent brings to the performance of this Contract a pre-existing copyright, patent or trademark, the 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 Agent shall refer the discovery or invention to Florida Housing for a determination whether patent protection will be sought in the name of Florida Housing. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to Florida Housing. In the event that any books, manuals, films, or other copyrightable material are produced, the 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 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.

4. Files

a. Contents of the Files: The Agent shall maintain files containing documentation to verify all compensation to the 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 Agent in connection with this Contract. The 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 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 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. 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 Agent under this Contract shall be submitted to Florida Housing within fifteen (15) days of such termination at the expense of the Agent.

L. OTHER PROVISIONS

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

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

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

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

M. LOBBYING PROHIBITION

No funds compensation or other resources received in connection with this Contract may be used directly or indirectly to influence legislation or any other official action by the Florida or Federal Legislature or any state or Federal agency. The 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.

N. LEGAL AUTHORIZATION

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

O. PUBLIC ENTITY CRIME

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

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

P. CONFLICTS OF INTEREST

1. Section 420.503(32), Fla. Stat., states:

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

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

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

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

Q. ENTIRE AGREEMENT

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

R. SEVERABILITY

If any provision of this Contract is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict or unenforceability, and shall be deemed severable, but shall not invalidate any other provision of this Contract.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Contract Number 2014-008-N-010-001, each through a duly authorized representative, effective as of the date the last party signs below.

ROGERS, GUNTER, VAUGHN INSURANCE, INC.

By: Samuel B. Rogers Jr.

Name/Title: Samuel B. Rogers, Jr. / CEO

Date: 11/24/14

FEIN: 59-0912250

FLORIDA HOUSING FINANCE CORPORATION

By: [Signature]

Stephen P. Auger, Executive Director

Date: 12/9/14

EXHIBIT A

INVITATION TO NEGOTIATE 2014-08

INSURANCE AGENT OF RECORD

for

FLORIDA HOUSING FINANCE CORPORATION

September 4, 2014

SECTION ONE INTRODUCTION

Florida Housing Finance Corporation, FHFC II, Inc., and FHFC III, Inc. (collectively, "Florida Housing"), is soliciting competitive, sealed responses to identify and retain a Vendor to become the Insurance Agent of Record for Florida Housing in accordance with the terms and conditions set forth in this Invitation to Negotiate (ITN), and any other term and condition in any contract subsequently awarded. A Respondent 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 ITN and any other factors that Florida Housing considers relevant to serving the best interests of Florida Housing and its mission. Florida Housing expects to engage the services of one (1) qualified Agent of Record who will obtain annual policies for the following insurance coverages: Commercial General Liability, Crime, Business Owners Policy, Directors and Officers, Excess Directors and Officers, General Liability for Vacant Land, Liability, Automobile, Employment Practices and Fiduciary Liability.

SECTION TWO DEFINITIONS

The definitions found in Section 67-49.001, F.A.C. shall apply to this document. Additionally, 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 Invitation to Negotiate and any other term or condition that is agreed to by the parties.
"Days"	Calendar days, unless otherwise specified.
"Effective Date"	The date the last party signs the Contract that is awarded as a result of this Invitation to Negotiate.
"Florida Housing"	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
"Interested Party"	A person or entity that obtains a copy of this Invitation to Negotiate from Florida Housing.
"ITN"	This Invitation to Negotiate, including all exhibits referenced in this document and all other documents incorporated by reference.
"Respondent"	Any person or entity who has the capability in all respects to perform fully the requirements contained in this Invitation to Negotiate and submits a response to this Invitation to Negotiate.
"Response"	The written submission by a Respondent to this Invitation to Negotiate.

“Staff”	Any employee of Florida Housing, including the Executive Director.
“Threshold Item”	A mandatory requirement of the ITN. Failure to meet any requirement in the ITN designated as a “Threshold Item” shall result in rejection (no further action) of a Response as being non-responsive.
“Website”	The Florida Housing Finance Corporation website, the (URL) of which is: www.floridahousing.org .

Florida Housing shall consider all terms or conditions submitted by a Respondent, including any appearing in documents attached as a part of a Respondent’s Response. Failure to comply with terms and conditions, including those specifying information that must be submitted with a Response, shall be grounds for rejecting a Response.

SECTION THREE PROCEDURES AND PROVISIONS

A. A Respondent must submit an original and three (3) copies of the Response in a sealed envelope marked “ITN 2014-08” to the Contracts Manager at the address below. Each envelope or package containing Responses must clearly state the name of the Respondent. The Response that is the original must be clearly indicated on that Response. An electronic copy of the Response must also be submitted on a CD or flash drive. 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 September 18, 2014. Responses shall be opened at that time.

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

B. This ITN does not commit Florida Housing to award a Contract to any Respondent, 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 Respondent shall be disclosed in the Respondent’s Response to the ITN.

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 ITN;
3. Obtain information concerning any or all Respondents from any source;

4. Schedule an oral interview before the Committee and/or the Board from any or all Respondents;
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 Respondent with respect to any additional terms or conditions of the Contract.

E. Any Interested Party may submit any question regarding this ITN in writing via mail, fax, or e-mail to the Contracts Manager at the address given in Section Three, paragraph A. All questions are due by 5:00 p.m., Eastern Time, on Tuesday, September 9, 2014. Phone calls shall not be accepted. Florida Housing expects to respond to all questions by 5:00 p.m., Eastern Time, on Friday, September 12, 2014. 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_LegalITNs.aspx.

Only written responses or statements from the Contracts Administrator or 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 ITN 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 five (5) years, subject to a satisfactory annual performance review at the sole discretion of Florida Housing. The insurance policies are anticipated to begin January 1 at 12:00 a.m. Eastern Time and to end on December 31 at 11:59 p.m. for each of the next five (5) years, 2015 through 2019. If the parties mutually agree in writing, the Contract may be renewed once for an additional five (5) year policy period, beginning January 1, 2020 through December 31, 2024.

SECTION FOUR CERTIFICATION

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

A. The Respondent 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 ITN is a public record pursuant to Chapter 119, Fla. Stat., and subject to examination upon request, after Florida Housing provides a notice of decision pursuant to Section 120.57(3), Fla. Stat., or within ten (10) Days after the Response is opened, whichever is earlier.

C. The Respondent is in compliance with Section 420.512(5), Fla. Stat.

1. For the purpose of Section 420.512(5), Fla. Stat., "Prohibited Business Solicitation

Communications” is defined by Section 420.503(32), Fla. Stat.

D. The Respondent is in compliance with Section 287.133(2)(a), Fla. Stat.

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

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

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.”

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

F. The Respondent acknowledges that any Respondent 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 Respondent other than the compensation agreed upon in the Contract that results from this ITN, unless that Respondent 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 Respondent 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 Respondent 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 Respondent 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 Respondent, in submitting this Response, acknowledges and agrees that the terms and conditions of this ITN, as well as any modifications thereto, shall be incorporated into any Contract offered as a result of this ITN.

SECTION FIVE 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. GENERAL INFORMATION

The Respondent shall provide the following:

1. Profile

Describe your organization and general background, as it relates to similar initiatives. Respondents must include information on the organization's size, past years' sales history, service philosophy and complaint resolution process.

2. History and Experience

Respondents must provide the number of years of experience in the insurance brokerage industry, including the number of years providing services to the public sector. Respondents must identify and include resumes of key management personnel and any individuals to be assigned to the Florida Housing account.

3. Litigation

Respondents must list any litigation or disputes, including regulatory enforcement actions, relating to the required services within the last five (5) years, and state the outcome of each dispute or litigation provided. Responses should include the entity name, timeframe, and the nature of litigation. Additionally, Respondents must specifically identify any pending or active litigation.

B. PROFESSIONAL CERTIFICATIONS

The Respondent must provide copies of:

1. Principal(s) and employee(s) professional certifications or designations; number of years that the principal(s) and/or employee(s) have held these certifications/designations.
2. Certificate of Authority with the appropriate line of business, as stipulated in Section 624.404, Fla. Stat.

C. REFERENCE SUMMARIES

The Respondent must provide a minimum of three (3) references with governmental and/or commercial accounts. Services are required to be ongoing or have been completed within thirty-six (36) months preceding the issue date of this ITN and have more than two (2) years of experience providing the proposed services. Information shall include:

1. Client name;
2. Address;
3. Phone number;
4. Fax number; and
5. Email address.

D. EXPERIENCE AFFIRMATION (THRESHOLD ITEM)

The Respondent shall affirm a minimum of five (5) years' experience in providing brokerage services.

E. COMMISSIONS/FEES

The Respondent must provide detailed information regarding commissions and any and all other fees received by dollar amount and as a percentage of the anticipated premiums. **NOTE:** Florida Housing will deem any Response with a percentage in excess of fifteen percent (15%) as non-responsive.

Information with respect to Florida Housing's corporate insurance coverages for 2014 are included as Exhibit A.

F. SERVICES

The Respondent shall describe in detail all services that will be provided to Florida Housing if selected as an agent of record as a result of the ITN.

G. DRUG-FREE WORKPLACE

If the Respondent has implemented a drug-free workplace program, the Offeror must submit the following certification indicating that it meets all of the requirements of Section 287.087, Fla. Stat.:

I hereby certify on behalf of the Respondent, under the terms of ITN 2014-08, that the Respondent has implemented a drug-free workplace program pursuant to Section 287.087, Fla. Stat.

Authorized Signature: _____

Print Name: _____

Print Title: _____

H. MINORITY BUSINESS ENTERPRISE

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

I hereby certify on behalf of the Respondent, under the terms of ITN 2014-08, that the Respondent is a "minority business enterprise" as defined in Section 288.703(3), Fla. Stat.

Authorized Signature: _____

Print Name: _____

Print Title: _____

I. CERTIFICATION STATEMENT

The following threshold item shall be repeated in the Respondent's Response and signed by an individual authorized to bind the Respondent. **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 ITN 2014-08 and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response for the Respondent and that the Respondent is in compliance with all requirements of the ITN, including but not limited to, the certification requirements stated in Section Five of this ITN."

Authorized Signature: _____

Print Name and Title: _____

**SECTION SIX
EVALUATION PROCESS**

Individual Committee members shall evaluate and score the Responses independently. As indicated in this section, points shall be assigned to certain items presented in Section Five of this ITN. 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.

The Committee may conduct one (1) or more public meetings during which members may discuss their evaluations, make any adjustments deemed necessary to their evaluations to best serve the interests of Florida Housing's mission, interview Respondents, observe presentations by Respondents, 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 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 Respondent. The Board may use the Responses, 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 Respondents and any other information the Board deems relevant in its selection of a Respondent to whom to award a Contract.

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

Item Reference	Maximum Points Possible
5.A. General Information	10
5.B. Professional Certifications	10
5.C. Reference Summaries	5
5.E. Commissions/Fees	20
5.F. Services	20
TOTAL POINTS POSSIBLE	65

**SECTION SEVEN
AWARD PROCESS**

Florida Housing shall provide notice of its decision, or intended decision, for this ITN 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.

FLORIDA HOUSING FINANCE CORPORATION
Corporate Insurance Coverages 2014

GENERAL LIABILITY FOR VACANT LAND		BUSINESSOWNERS POLICY - LOCATION 1 BRONOUGH STREET	
General Aggregate-Bodily Injury/Property Damage	\$2,000,000	Business Personal Property	\$2,546,100
Products/Completed Operations Aggregate	\$2,000,000	Business Income and Extra Expense	Actual Loss
Each Occurrence-Bodily Injury & Property Damage	\$1,000,000	Accounts Receivable	\$25,000
Personal and Advertising Injury	\$1,000,000	Valuable Papers	\$250,000
Fire Damage Liability (Any one fire)	\$300,000	BUSINESSOWNERS POLICY - LOCATION 2 APPELVARD STREET	
Medical Expense (Any one person)	\$10,000	Business Personal Property	\$21,900
CRIME		Accounts Receivable	\$25,000
Employee Dishonesty Per Occurrence	\$1,000,000	Valuable Papers	\$25,000
Forgery or Alteration Per Occurrence	\$1,000,000	BUSINESSOWNERS POLICY - ADDITIONAL COVERAGE	
Theft of Money and Securities Inside Premises	\$1,000,000	Accounts Receivable	\$25,000
Robbery/Safe Burglary of Other Property Inside	\$1,000,000	Forgery and Alteration	\$10,000
Computer Fraud	\$1,000,000	Money and Securities Inside	\$10,000
Funds Transfer Fraud	\$1,000,000	Money and Securities Outside	\$10,000
Money Orders and Counterfeit Paper Currency	\$1,000,000	Outdoor Signs	\$2,500
Deductible (applies to all coverage above)	\$100,000	Outdoor Trees, Shrubs, Plants	\$10,000
DIRECTORS AND OFFICERS LIABILITY/EPLI/FIDUCIARY		Business Personal Property Away From Premises	\$15,000
D & O Each Claim Limit	\$5,000,000	Business Personal Property Away From Premises Transit	\$15,000
D & O Policy Period Limit	\$5,000,000	Back Up of Sewer and Drain Water	\$5,000
D & O Retention	\$100,000	GENERAL LIABILITY	
EPLI Each Claim Limit	\$10,000,000	General Aggregate-Bodily Injury & Property Damage	\$2,000,000
EPLI Policy Period Limit	\$10,000,000	Products/Completed Operations Aggregate	\$2,000,000
EPLI Retention	\$50,000	Each Occurrence-Bodily Injury & Property Damage	\$1,000,000
Fiduciary Each Claim Limit	\$10,000,000	Personal and Advertising Injury	\$1,000,000
Fiduciary Policy Period Limit	\$10,000,000	Damage to Premises Rented to You	\$1,000,000
Fiduciary Retention	\$5,000	Medical Expense (Any one person)	\$5,000
EXCESS DIRECTORS AND OFFICERS		UMBRELLA POLICY	
Excess Directors & Officers	\$5,000,000	Aggregate Limit	\$5,000,000
BUSINESS AUTOMOBILE		Each Occurrence	\$5,000,000
Non-Owned Auto	\$500,000		
Hired Auto	\$500,000		

ADDENDUM #1

INVITATION TO NEGOTIATE 2014-08

INSURANCE AGENT OF RECORD

FOR

FLORIDA HOUSING FINANCE CORPORATION

September 11, 2014

Item #1

Section Five, Information to Be Included in Response, Item E., Commissions/Fees is deleted in its entirety and replaced by the following:

A. COMMISSIONS/FEES

The Respondent must provide detailed information regarding commissions and any and all other fees received by dollar amount and as a percentage of the anticipated premiums. **NOTE:** Florida Housing will deem any Response with a percentage in excess of fifteen percent (15%) as non-responsive.

Information with respect to Florida Housing's corporate insurance coverages for 2014 are included as Exhibit A-1.

Item #2

Exhibit A, Florida Housing Finance Corporation Corporate Insurance Coverages 2014, is hereby deleted in its entirety and replaced by Exhibit A-1, attached on the following page.

All other terms and conditions of ITN 2014-08 remain the same.

To the extent that this Addendum gives rise to a protest, failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**FLORIDA HOUSING FINANCE CORPORATION
Corporate Insurance Coverages 2014**

GENERAL LIABILITY FOR VACANT LAND		
General Aggregate-Bodily Injury/Property Damage		\$2,000,000
Products/Completed Operations Aggregate		\$2,000,000
Each Occurrence-Bodily Injury & Property Damage		\$1,000,000
Personal and Advertising Injury		\$1,000,000
Fire Damage Liability (Any one fire)		\$300,000
Medical Expense (Any one person)		\$10,000
CRIME		
Employee Dishonesty Per Occurrence		\$1,000,000
Forgery or Alteration Per Occurrence		\$1,000,000
Theft of Money and Securities Inside Premises		\$1,000,000
Robbery/Safe Burglary of Other Property Inside		\$1,000,000
Computer Fraud		\$1,000,000
Funds Transfer Fraud		\$1,000,000
Money Orders and Counterfeit Paper Currency		\$1,000,000
Deductible (applies to all coverage above)		\$100,000
DIRECTORS AND OFFICERS LIABILITY/EPLI/FIDUCIARY		
D & O Each Claim Limit		\$5,000,000
D & O Policy Period Limit		\$5,000,000
D & O Retention		\$100,000
EPLI Each Claim Limit		\$10,000,000
EPLI Policy Period Limit		\$10,000,000
EPLI Retention		\$50,000
Fiduciary Each Claim Limit		\$10,000,000
Fiduciary Policy Period Limit		\$10,000,000
Fiduciary Retention		\$5,000
EXCESS DIRECTORS AND OFFICERS		
Excess Directors & Officers		\$5,000,000
BUSINESS AUTOMOBILE		
Non-Owned Auto		\$500,000
Hired Auto		\$500,000

BUSINESSOWNERS POLICY - LOCATION 1 BRONOUGH STREET		
Business Personal Property		\$2,546,100
Business Income and Extra Expense		Actual Loss
Accounts Receivable		\$25,000
Valuable Papers		\$250,000
BUSINESSOWNERS POLICY - LOCATION 2 APPEYARD STREET		
Business Personal Property		\$21,900
Accounts Receivable		\$25,000
Valuable Papers		\$25,000
BUSINESSOWNERS POLICY - ADDITIONAL COVERAGE		
Accounts Receivable		\$25,000
Forgery and Alteration		\$10,000
Money and Securities Inside		\$10,000
Money and Securities Outside		\$10,000
Outdoor Signs		\$2,500
Outdoor Trees, Shrubs, Plants		\$10,000
Business Personal Property Away From Premises		\$15,000
Business Personal Property Away From Premises Transit		\$15,000
Back Up of Sewer and Drain Water		\$5,000
GENERAL LIABILITY		
General Aggregate-Bodily Injury & Property Damage		\$2,000,000
Products/Completed Operations Aggregate		\$2,000,000
Each Occurrence-Bodily Injury & Property Damage		\$1,000,000
Personal and Advertising Injury		\$1,000,000
Damage to Premises Rented to You		\$1,000,000
Medical Expense (Any one person)		\$5,000
UMBRELLA POLICY		
Aggregate Limit		\$5,000,000
Each Occurrence		\$5,000,000
WORKER'S COMPENSATION		
Worker's Compensation		\$26,000