

**THIRD AMENDMENT  
TO CONTRACT NUMBER 019-2015**

THIS THIRD AMENDMENT (“Amendment”) to CONTRACT NUMBER 019-2015 is entered into and effective as of December 24, 2019 (“Effective Date”) by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (“Florida Housing”), and ROYAL AMERICAN MANAGEMENT, INC. (“Service Provider”).

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 019-2015, dated September 24, 2015, (“Contract”) wherein Service Provider agreed to provide or perform management company services pursuant to RFQ 2015-03. 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 December 24, 2015, and ending December 23, 2018.
- C. Section C. of the Contract provides that the Contract may be renewed for three, one-year terms.
- D. Florida Housing and Service Provider wish to renew the Contract for the third one-year renewal term, subject to the terms and conditions set forth below.

AGREEMENT

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

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

B. Renewal. The Contract is hereby renewed for the third one-year renewal term, beginning December 24, 2020, and ending December 23, 2021. 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.1.d., thereof in its entirety and substituting in its place the following:

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 destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records 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 also amended to add sub-item 6 to Section M, Other Provisions:

6. The Service Provider understands and agrees to comply with the provisions of Section 448.095, Fla. Stat.

**D. General Terms and Conditions.**

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

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

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

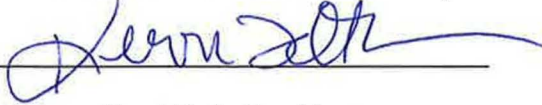
4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable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

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

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IN WITNESS WHEREOF, the Parties have executed this THIRD AMENDMENT to Contract Number 019-2015, by a duly authorized representative, effective as of December 24, 2020.

ROYAL AMERICAN MANAGEMENT, INC.

By: 

Name/Title: Kerri Toth, President

Date: 9/8/20

FEIN: 59-1886258

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: Hugh R. Brown/General Counsel

Date: 9-8-20

**SECOND AMENDMENT  
TO CONTRACT NUMBER 019-2015**

THIS SECOND AMENDMENT ("Amendment") to CONTRACT NUMBER 019-2015 is entered into and effective as of December 24, 2019 ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and ROYAL AMERICAN MANAGEMENT, INC. ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 019-2015, dated September 24, 2015, ("Contract") wherein Service Provider agreed to provide or perform management company services pursuant to RFQ 2015-03. 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 December 24, 2015, and ending December 23, 2018.
- C. Section C. of the Contract provides that the Contract may be renewed for three, one-year terms.
- D. Florida Housing and Service Provider wish to renew the Contract for the second one-year renewal term, subject to the terms and conditions set forth below.

AGREEMENT

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

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of 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 second one-year renewal term, beginning December 24, 2019, and ending December 23, 2020. Subject to any previous amendments or modifications and except as otherwise provided in this Amendment, the Contract shall stand renewed upon its same terms and conditions.

C. General Terms and Conditions.

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

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

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

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

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the Parties have executed this SECOND AMENDMENT to Contract Number 019-2015, by a duly authorized representative, effective as of December 24, 2019.

ROYAL AMERICAN MANAGEMENT, INC.

By: 

Name/Title: KERRI TOTH, President

Date: 8/5/2019

FEIN: 59-18860258

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: Hugh R. Brown / General Counsel

Date: 8-6-19



**FIRST AMENDMENT  
TO CONTRACT NUMBER 019-2015**

THIS FIRST AMENDMENT ("Amendment") to CONTRACT NUMBER 019-2015 is entered into and effective as of December 24, 2018 ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and ROYAL AMERICAN MANAGEMENT, INC. ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 019-2015, dated September 24, 2015, ("Contract") wherein Service Provider agreed to provide or perform management company services pursuant to RFQ 2015-03. 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 December 24, 2015, and ending December 23, 2018.
- C. Section C. of the Contract provides that the Contract may be renewed for three, one-year terms.
- D. Florida Housing and Service Provider wish to renew the Contract for the first one-year renewal term, subject to the terms and conditions set forth below.

AGREEMENT

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

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

B. Renewal. The Contract is hereby renewed for the first one-year renewal term, beginning December 24, 2018, and ending December 23, 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 deleting subsection K.1. 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**

**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 019-2015, by a duly authorized representative, effective as of December 24, 2018.

ROYAL AMERICAN MANAGEMENT, INC.

By: Heru John

Name/Title: President

Date: 6/15/2018

FEIN: 59-1886258

FLORIDA HOUSING FINANCE CORPORATION

By: [Signature]

Name/Title: Hugh A. Brown / General Counsel

Date: June 20, 2018

**CONTRACT FOR  
MANAGEMENT COMPANY SERVICES BETWEEN  
FLORIDA HOUSING FINANCE CORPORATION  
AND  
ROYAL AMERICAN MANAGEMENT, INC.**

This Contract for Management Company Services, 019-2015 (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 ROYAL AMERICAN MANAGEMENT, INC. (Management Company), located at 1002 W. 23<sup>rd</sup> Street, Panama City, FL 32405. Upon execution by both parties, this Contract shall become effective on December 24, 2015 (Effective Date).

RECITALS

- A. The Management Company represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide Management Company Services identified herein and offers to perform those services described in Exhibit A, Request for Qualifications (RFQ) 2015-03 attached hereto and incorporated herein.
- B. Florida Housing has a need for such services and does hereby accept the offer of the Management Company 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 Management Company 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:

A. ATTACHMENTS

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

- Exhibit A, RFQ 2015-03
- Exhibit B, Fees/Costs Schedule

B. ENGAGEMENT OF THE MANAGEMENT COMPANY

The Management Company agrees to provide Management Company Services in accordance with the terms and conditions hereinafter set forth. The Management Company agrees to perform the services set forth in Exhibit A, and as otherwise stated in

this Contract. The Management Company understands and agrees that all services under this Contract are to be performed solely by the Management Company, and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing.

C. TERM OF CONTRACT

The initial term of this Contract shall be for three years from December 24, 2015. If the parties mutually agree in writing, the Contract may be renewed three times. Each renewal shall be for an additional one year period. Renewals are at the discretion of Florida Housing, and shall be contingent upon satisfactory performance evaluations by Florida Housing.

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 and signed by the parties.

E. INVOICES

The Management Company shall submit invoices to the program contact person in Section J, Administration of 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 Management Company 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.

F. FEES/COSTS

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

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

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

6. The Management Company 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 Management Company, if any, in conjunction with the services rendered pursuant to this Contract. At no time shall the Management Company make any commitments for or incur any charges or expenses for, or in the name of, Florida Housing.

7. The Management Company 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 Management Company.

#### 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 Management Company or assign any future transaction to the Management Company 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 Management Company 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 Management Company 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 Management Company in this Contract is inaccurate, false or misleading in any respect;
  - b. If any warranty or representation made by the Management Company 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 Management Company 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 Management Company has failed to perform or complete any of the services identified in the attachments;
  - e. If the Management Company has not complied with all Florida laws, federal laws, Florida Housing rules or Florida Housing policies applicable to the work;
  - f. If the Management Company 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 Management Company does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;
  - h. If the Management Company commits fraud in the performance of its obligations under this Contract; or
  - i. If the Management Company 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 occurrence 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 Management Company 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 Management Company of the length of the Cure Period in the Notice of Default.

4. If Florida Housing provides a Cure Period and if the Management Company 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 (10<sup>th</sup>) day after the Management Company 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 Management Company 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 Management Company to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Management Company 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 Management Company at the address set forth in Section J, Administration of Contract, herein.

2. The Management Company 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 Management Company shall be responsible for all costs arising from the resignation of the Management Company and the costs associated with the appointment of and transition to a successor Management Company.

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  
Fax: 850.414.6548  
E-mail: [Contracts.Manager@floridahousing.org](mailto:Contracts.Manager@floridahousing.org)

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

Laura Cox  
Director of Asset Management & Guarantee Program  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: 850.488.4197  
E-mail: [Laura.Cox@floridahousing.org](mailto:Laura.Cox@floridahousing.org)  
**or the designated successor.**

3. The Management Company contract manager for this Contract is:

Kerri Toth  
President  
Royal American Management, Inc.  
1002 W. 23<sup>rd</sup> Street, Suite 400  
Panama City, Florida 32405  
Office: 850.769.8981  
E-mail: [Kerri.Toth@royalamerican.com](mailto:Kerri.Toth@royalamerican.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 Management Company 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 Management Company 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 Management Company 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 Management Company is acting on behalf of Florida Housing.

## 2. Confidentiality

a. If the Management Company 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 writing to Florida Housing's Contracts Manager upon submitting them to Florida Housing.

b. It is the Management Company'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 Management Company 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 Management Company is required to disclose or publish the existence or terms of transactions under this Contract pursuant to Florida's Public Records Law, then the Management Company 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 Management Company brings to the performance of this Contract a pre-existing copyright, patent or trademark, the Management Company 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 Management Company 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 Management Company 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 Management Company, 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 Management Company shall maintain files containing documentation to verify all compensation to the Management Company 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 Management Company in connection with this Contract. The Management Company 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 Management Company 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 Management Company 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 Management Company under this Contract shall be submitted to Florida Housing within fifteen (15) days of such termination at the expense of the Management Company.

#### L. PERSONALLY IDENTIFIABLE INFORMATION (PII); SECURITY

1. If the Management Company or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Contract, the Management Company shall provide for the security of such PII, in a form acceptable to Florida Housing, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. The Management Company shall take full responsibility for the security of all data in its possession or in the possession of its subcontractors, and shall hold Florida Housing harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof.

2. The Management Company agrees to maintain written policies and procedures for PII and/or data classification. This plan must include disciplinary processes for employees that violate these guidelines.

3. The Management Company agrees at all times to maintain reasonable network security that, at a minimum, includes a network firewall.

4. The Management Company agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up-to-date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, Common Vulnerabilities and Exposures (CVE) database, etc.) The Management Company agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.

5. The Management Company agrees that any and all transmission or exchange of system application data with Florida Housing and/or any other parties shall take place via secure Advanced Encryption Standards (AES), e.g. HTTPS, FTPS, SFTP or equivalent means. All data stored as a part of backup and recovery processes shall be encrypted, using AES.

6. In the event of a breach of PII or other sensitive data, the Management Company must abide by provisions set forth in section 501.171, Fla. Stat. Additionally, the Management Company must immediately notify Florida Housing in writing of the breach and any actions taken in response to such a breach. As the information becomes available the statement must include, at a minimum, the date(s) and number of records affected by unauthorized access, distribution, use, modification or disclosure of PII; the Management Company's corrective action plan; and the timelines associated with the corrective action plan.

#### M. 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 Management Company 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 Management Company. 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.

5. The Management Company understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.

N. 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 Management Company further acknowledges that it has not retained the services of any lobbyist or consultant to assist in the procurement and negotiation of this Contract.

O. LEGAL AUTHORIZATION

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

P. 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.

Q. 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 Management Company 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 Management Company 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 Management Company 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 Management Company 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 Management Company or assign any future transaction to the Management Company shall, if Florida Housing so elects, terminate.

#### R. 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.

S. 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 019-2015, each through a duly authorized representative, effective on December 24, 2015.

ROYAL AMERICAN MANAGEMENT, INC.

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

FEIN: \_\_\_\_\_

FLORIDA HOUSING FINANCE CORPORATION

By: \_\_\_\_\_

Stephen P. Auger, Executive Director

Date: \_\_\_\_\_

**EXHIBIT A**

**REQUEST FOR QUALIFICATIONS (RFQ) 2015-03**

**MANAGEMENT COMPANY SERVICES**

**for**

**FLORIDA HOUSING FINANCE CORPORATION**

**June 19, 2015**

## **SECTION ONE INTRODUCTION**

Florida Housing Finance Corporation (“Florida Housing”) is soliciting competitive, sealed responses from qualified firms to provide Management Company Services in accordance with the terms and conditions set forth in this Request for Qualifications (RFQ), and any other term and condition in any contract subsequently awarded. Offerors shall be selected and determined through Florida Housing’s review of each response, considering the factors identified in this RFQ and any other factors that it considers relevant to serving the best interests of Florida Housing and its mission. Florida Housing expects to select one or more Offerors that propose to provide all of the arbitrage rebate analyst services specified in this RFQ.

## **SECTION TWO DEFINITIONS**

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

"Americans with Disabilities Act of 1990"	as defined in Title 42 Chapter 126.
"Affirmative Fair Housing Marketing"	as defined in Title 24 C.F.R. Part 108.
"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 Rule 67-49.007, Fla. Admin. Code.
"Contract"	The document containing the terms and conditions of this RFQ and any other term and condition that the parties require.
"Contractor"	A person or entity providing the professional services described in Section Four of this RFQ.
"Days"	Calendar days, unless otherwise specified.
"Development"	A property that has been awarded a loan, financing, or an allocation of Housing Credits from Florida Housing Finance Corporation.
"Effective Date"	The date the last party signs the Contract that is awarded as a result of this RFQ.

“Federal Fair Housing Act”	As defined in Section 42 U.S.C. 3601 et seq.
“Florida Housing”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
“Guarantee Program”	The Florida Affordable Housing Guarantee Program that Florida Housing administers pursuant to Sections 420.507 and 420.5092, Fla. Stat., and Fla. Admin. Code R. Chapter 67-39.
“HOME”	The HOME Investment Partnerships Program that Florida Housing administers pursuant to United States Department of Housing and Urban Development Regulations, 24 CFR Part 92, and the HOME Multifamily Rental Program that Florida Housing administers pursuant to Sections 420.507 and 420.5089, Fla. Stat., and Fla. Admin. Code R. Chapter 67-48.
“Housing Credit Program”	The Housing Credit Program that Florida Housing administers pursuant to Sections 420.507 and 420.5099, Fla. Stat., and Chapters 67-21 and 67-48, F.A.C.
“HUD”	United States Department of Housing and Urban Development.
“Interested Party”	A person or entity that obtains a copy of the RFQ from Florida Housing.
“Management Company”	A firm selected and approved by Florida Housing to oversee the operation and management of a Development and fulfills all compliance requirements.
“MMRB”	The Multifamily Mortgage Revenue Bonds Program that Florida Housing administers pursuant to Sections 420.507 and 420.509, Fla. Stat., and Fla. Admin. Code R. Chapter 67-21.
“Offeror”	Any person or entity who has the capability in all respects to perform fully the requirements contained in this RFQ, and submits a response to this RFQ.
“Response”	The written submission by an Offeror to this RFQ.

“RFQ”	This RFQ, including all exhibits referenced in this document and all other documents incorporated by reference.
“Servicer”	The independent contractor(s) under contract with Florida Housing having the responsibility for providing credit underwriting, construction and permanent loan servicing, financial and compliance monitoring services.
“Staff”	Any employee of Florida Housing, including the Executive Director.
“Threshold Item”	A mandatory requirement of the RFQ. Failure to meet any requirement in the RFQ designated as a “Threshold Item” shall result in rejection (no further action) of a Response.
“Website”	The Florida Housing Finance Corporation website, the URL of which is <a href="http://www.floridahousing.org">www.floridahousing.org</a> .

**SECTION THREE  
PROCEDURES AND PROVISIONS**

A. The Offeror must submit an original and three (3) copies of the Response in a sealed envelope marked “RFQ 2015-03.” Each envelope or package containing Responses must clearly state the name of the Offeror. 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 July 23, 2015. Responses shall be opened at that time. Please send the Response to:

Contracts Manager  
Florida Housing Finance Corporation  
227 North Bronough Street, Suite 5000  
Tallahassee, FL 32301-1329  
(850) 488-4197  
Fax (850) 488-9809  
Email: [Contracts.Manager@floridahousing.org](mailto:Contracts.Manager@floridahousing.org)  
or the designated successor

B. This RFQ does not commit Florida Housing to award a Contract to any Offeror or to pay any costs incurred in the preparation or mailing of a Response.

C. All services under the Contract awarded are to be performed solely by the Contractor, unless subcontracted or assigned with the prior written approval and consent of Florida Housing.

D. Florida Housing reserves the right to:

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

E. Any Interested Party may submit any question regarding this RFQ in writing via mail, fax, or e-mail to the Contracts Manager at the address given in Section Three, Item A. All questions are due by 5:00 p.m., Eastern Time, on July 1, 2015. Phone calls shall not be accepted. Florida Housing expects to respond to all questions in writing on July 8, 2015. Florida Housing shall post a copy of all questions received and their answers on Florida Housing's website at:

<http://www.floridahousing.org/BusinessAndLegal/Solicitations/RequestForQualifications/>.

Only written responses or statements from the Contracts Manager that are posted on our 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. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the posting of the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Contracts Manager. Violation of this provision may be grounds for rejecting a response.

G. Any person who wishes to protest the specifications of this RFQ must file a protest in compliance with Section 120.57(3), Fla. Stat., and Rule Chapter 28-110, Fla. Admin. Code. 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.

H. The term of the Contract shall be for three (3) years, subject to satisfactory performance at the sole discretion of Florida Housing. If the parties mutually agree in writing, the Contract may be renewed three times. Each renewal shall be for an additional one (1) year period.

I. Florida Housing's award of a Contract to an Offeror does not obligate Florida Housing to assign a *pro rata* portion of work, or any work, to the Offeror for any service contemplated by the Contract.



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

E. Any Interested Party may submit any question regarding this RFQ in writing via mail, fax, or e-mail to the Contracts Manager at the address given in Section Three, Item A. All questions are due by 5:00 p.m., Eastern Time, on July 1, 2015. Phone calls shall not be accepted. Florida Housing expects to respond to all questions in writing on July 8, 2015. Florida Housing shall post a copy of all questions received and their answers on Florida Housing's website at:

<http://www.floridahousing.org/BusinessAndLegal/Solicitations/RequestForQualifications/>.

Only written responses or statements from the Contracts Manager that are posted on our 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. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the posting of the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Contracts Manager. Violation of this provision may be grounds for rejecting a response.

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H. The term of the Contract shall be for three (3) years, subject to satisfactory performance at the sole discretion of Florida Housing. If the parties mutually agree in writing, the Contract may be renewed three times. Each renewal shall be for an additional one (1) year period.

I. Florida Housing's award of a Contract to an Offeror does not obligate Florida Housing to assign a *pro rata* portion of work, or any work, to the Offeror for any service contemplated by the Contract.

J. Florida Housing is not required to utilize the services of any selected Contractor and may terminate any selected Contractor without cause and without penalty.

K. Pursuant to Fla. Admin. Code R. 67-49.004, Florida Housing may modify the terms of the RFQ at any point prior to two (2) weeks of the due date for Responses. A notice of such modification shall be posted on Florida Housing's Website and shall be provided to potential Offerors who requested copies of the RFQ.

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

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

The mission of Florida Housing is to help our fellow Floridians obtain safe, decent housing that might otherwise be unaffordable to them. One of the ways this is done is by making loans to developers of affordable multifamily housing developments. As it may become necessary for Florida Housing to foreclose on such loans or to otherwise replace the Management Company that operates an affordable multifamily housing development for which Florida Housing has made a loan, Florida Housing has a need for qualified firms to perform Management Company services to ensure full compliance with all applicable federal, state, and local laws including specific requirements, procedures, and guidelines for the HOME Investment Partnership Program, Multifamily Mortgage Revenue Bonds Program, State Apartment Incentive Loan Program, and Demonstration Development Programs in the event of foreclosure, and for the Housing Credit Program when a development also participates in a Florida Housing loan program.

Services to be provided by the Management Company with Florida Housing's oversight shall include, but are not limited to, the following:

- A. Decisions regarding day-to-day operation of the Development including the following:
  - 1. General Maintenance;
  - 2. Capital improvements;
  - 3. Preventative Maintenance;
  - 4. Routine repairs;
  - 5. Emergency repairs;
  - 6. Relocation of tenants;
  - 7. Unit turnovers;
  - 8. Orientation of new residents;
  - 9. Qualification and certification for new move-ins;
  - 10. Annual resident certification;
  - 11. Rent collection;

12. Bill paying, including escrows and reserves;
13. Court filings;
14. Unit inspections;
15. Financial management, including preparation of an annual operations budget and a three year capital needs budget in a form approved by Florida Housing;
16. General correspondence; and
17. Compliance with terms of program(s) and regulatory agreements.

B. Review and approve the hiring of all Management Company personnel as it relates to the Development including the site manager, maintenance personnel, leasing agents, contract services and vendors.

C. Prepare a "walk-through" report detailing the rental status and condition of each unit with recommendations for repair and cost estimates for such repair. This report will be the basis for a management plan.

D. Prepare a management plan which will include, without limitation, budgeted operating income, expenses, and capital improvements for the Real Estate Owned (REO), and monitor the actual monthly income and expenses of the REO and compare actual results to the marketing plan and relevant operating budgets. The management plan should also address, but is not limited to, staffing requirements, policies regarding tenant applications, due diligence, credit and previous history, late charges, returned checks, collection of delinquent rents, advertising, maintenance procedures, security deposits, rental collections, and make ready procedures, comparable rental data, information regarding target markets, tenant profiles and updated reports when necessary, and plans for repairing and restoring the REO to marketable condition.

E. The management plan shall be submitted to Florida Housing for approval. The Management Company will seek approval from Florida Housing before making any departures from the operating budget that was submitted and approved as part of the management plan. At least three (3) estimates or bids will be required for equipment or contract services over \$1,000 (this includes janitorial and landscape jobs). Emphasis will be given to price sensitivity and quickness of repairs. For repairs under \$1,000, make arrangements with a contractor licensed in the area. Contractors must provide evidence of insurance. Since Florida Housing must issue a 1099-MISC for any fees greater than \$600, a contractor must either be a corporation or the contractor must complete a W-9 form.

F. Enter into new leases or renew existing leases on substantially similar terms as available in the relevant market, as set forth in the management plan.

G. Make or contract for improvements to the Development as provided above. Improvements should be carefully underwritten to avoid over-improvements to the REO in comparison with similar property in the same market.

H. Ensure that generally acceptable levels of insurance coverage are maintained at all times during the ownership of the REO.

I. Prepare a marketing and disposition plan to outline the strategy for the sale of the REO at the earliest practicable, commercially reasonable time, on commercially reasonable terms taking into account market conditions and the legal and regulatory requirements.

J. If there are services contracts on the property (e.g., HVAC maintenance, landscaping and the link), the Management Company should review these contracts to determine whether they can be canceled at or prior to assigning them to Florida Housing.

Review all contracts affecting the property to ensure all are transferable:

1. Property Management;
2. Vending Machines;
3. Laundry;
4. HVAC;
5. Landscape;
6. Elevator repair;
7. Refuse;
8. Fire Alarm;
9. Exterminator;
10. Janitorial; and
11. Swimming pool maintenance.

K. Advertising, marketing, rent-up and resident selection, with a goal of obtaining 95 percent occupancy or better, based on the eligibility requirements of the applicable State and Federal programs.

L. Resident services and resident/management relations.

M. Accounting and record keeping, including but not limited to submission of monthly income and expense reports, requests for reimbursement from replacement reserves from Florida Housing or its Servicer, and, when applicable, monthly income statement, balance sheet, rent roll and payables agings.

N. Collection of rents into bank account specific to the property for Florida Housing.

O. Payment of all fees such as property taxes, include and debt serviced based upon cash flow.

P. Timely payment of all vendor service invoices based upon cash flow.

Q. Owner distributions monthly, quarterly, semi-annually as set by Florida Housing.

R. Complete double-entry accounting services using Generally Accepted Accounting Principles (GAAP).

S. Preparation of GAAP financial statements, balance sheet, income and expense statement, aged payables and receivables, deposit reporting and vendor payment list or check register, based

upon cash or accrual accounting methods as designated by Florida Housing.

- T. Monthly reconciliation of all bank accounts.
- U. Monthly property management reporting including a rent roll, security deposits, and vacant units.
- V. Vendor referrals
- W. Lease preparation and move-in.
- X. Monthly site visit or drive-by visit.
- Y. Coordinate with the owner to ensure adequate property and liability insurance is secured and maintained.
- Z. If directed by Florida Housing, engage an independent CPA firm to audit the annual financial statements, and assist as necessary.
- AA. Report mid-year and end of year operating results to Florida Housing or its Servicer.
- BB. Abide by all management/compliance requirements as set forth in the Development's loan documents.
- CC. Completion and submission of monthly Program Reports, including a unit-by-unit listing of all units in the Development and detailed information regarding the occupants' eligibility and set-aside requirements, in accordance with Chapter 67-53.008, F.A.C.
- DD. The Management Company shall ensure implementation of and compliance with the following requirements:
  - 1. Federal requirements including, but not limited to, the minimum number of set aside units, certification and recertification of tenants, and next available unit documentation.
  - 2. State laws including, but not limited to, additional set aside units and any program requirements as may be required by Section 420, Fla. Stat., as may be amended from time to time;
  - 3. Florida Housing rules and federal regulations concerning tenant income restrictions, as may be amended from time to time;
  - 4. The Federal Fair Housing Act as amended, and the Americans with Disabilities Act;

5. Affirmative Fair Housing Marketing requirements (currently applicable for HOME and MMRB with HUD Risk-Sharing) as may be amended from time to time;
6. Tenant applications with specific information necessary for continued program compliance;
7. Income limits;
8. Rent Limits (currently applicable for Housing Credit Program, HOME Rental, MMRB with HUD Risk-Sharing, and 501(c)(3) Bonds and as may be amended from time to time);
9. Income verifications;
10. Utility allowances;
11. Annual income and assets;
12. Tenant income certifications;
13. Tenant Leases and the Florida Landlord and Tenant Act;
14. Program reports;
15. Management units; and
16. Tenant programs.

EE. The Management Company shall maintain a blanket fidelity bond from an incorporated surety company, authorized to do business in the State of Florida, satisfactory to Florida Housing as to form, company, and amount protecting the Management Company against loss of any money or property entrusted to the Management Company or the Management Company's officers or employees or under the control of the Management Company, caused by dishonest, fraudulent, or criminal acts, either directly or indirectly and regardless of wherever committed, of the Management Company or its employees.

FF. The Management Company shall ensure that all contract servicers and vendors are insured and properly licensed.

GG. Filing a Claim for Final Settlement

Florida Housing must file a claim for final settlement no later than 30 days after any of the following: (a) Sale of the property after acquisition by deed-in-lieu or foreclosure; or (b) Expiration of the term of the Enforceability Certificate. To file a claim, Florida Housing must complete the forms listed below. The Management Company will be responsible for submitting

all supporting schedules to Florida Housing in order for Florida Housing to complete the appropriate HUD forms as follows:

1. Form HUD-2744A – Allocation of Mortgage Receipts and Disbursement (Schedule A) – This form lists and describes all mortgage transactions. This Schedule must show all receipts and disbursements, including any advances for principal, interest, MIP, Hazard insurance, water charges, ground rents, the reserve for replacements and other items the mortgage requires the mortgagor to pay. Florida Housing must submit any explanation for delay state-up of accounting if there is a lapse of more than five (5) calendar days between the date Florida Housing acquires the mortgage and the date Florida Housing’s accounting begins. The Management Company must supply the following documentation to support the amounts shown on Schedule A:
  - a. receipts or invoices, showing check number and date paid, for:
  - b. any Florida Housing advances not repaid prior to the date of default; and
  - c. all disbursements made on or after the date of default.
2. Copies of the Management Companies ledger records showing all mortgage transactions.
3. Form HUD-2744B – Mortgagee’s Report of Project Collections (Schedule B) The Management Company will use this form to list and describe all rent collections, forfeited tenant security deposits and other income collected on behalf of the Development. The report covers the period during Florida Housing’s control or ownership of the Development. The Management Company must retain a separate accounting for all security deposits on hand during its control or ownership of the Development.
4. Form HUD-2744C – Mortgagee’s Report of Project Disbursements (Schedule C) The Management Company will use this form to describe and list in chronological order all disbursements for reasonable operating expenses which are made during its management of the development. Expenses which were reported on Schedule A must not be shown on this Schedule. The Management Company must prepare a separate disbursement report for each month it is employed by Florida Housing. The Management Company must submit the following documentation to support the amounts shown on Schedule C:
  - a. Receipts or invoices, showing check number and date paid, for all Development disbursements during the period Florida Housing controlled the Development; and
  - b. Copies of the Management Company’s ledger record showing all Development disbursements.
5. Form HUD-27009D – Other Disbursements by Mortgagee (Schedule D) The Management Company will use this form to list and describe all reasonable disbursements made by the Management Company from its own funds for the acquisition, preservation and protection, repair and disposition of the development. Expenses reported on Schedule A or C must not be shown on this Schedule. The Management Company must retain the following



documentation to support amounts shown on Schedule D:

- a. Receipts or invoices showing check number and date paid, for all disbursements shown on the Schedule; and
- b. If expenses for repairs in excess of a cumulative average of \$500 per unit as shown on Schedule D, an approval letter from HUD authorizing the repairs must be obtained.

## **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 I, of this RFQ, each Offeror certifies that:

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

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

C. The Offeror is in compliance with Section 420.512(5), Fla. Stat. 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 Offeror is in compliance with Section 287.133(2)(a), Fla. Stat.

E. The Offeror understands and agrees to comply with the provisions set forth in Section 20.055(5), Fla. Stat.

F. 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 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.

G. The Offeror acknowledges that any Offeror selected shall be prohibited from engaging in activities in connection with services related to Florida Housing transactions that produce direct or indirect financial gain for the Offeror other than for the compensation agreed upon in the Contract that results from this RFQ, unless that Offeror has Florida Housing’s written consent after Florida Housing has been fully informed of such activities in writing.

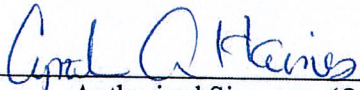
H. In addition to the conflict of interest rules imposed by the Florida Statutes, the Offeror(s) that is (are) selected may not engage in any actual, apparent, or potential conflict of interest. Should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of the Contract and prior to the conclusion of the Contract, the Offeror shall provide notification (Notice of Conflict of Interest) to Florida Housing, through first class certified mail, return receipt requested, within ten (10) working days, seeking consent from Florida Housing’s Executive Director. If the Offeror is found to be in non-compliance with this provision, without written consent from Florida Housing’s Executive Director, any compensation received in connection with the Contract shall be subject to forfeiture to Florida Housing.

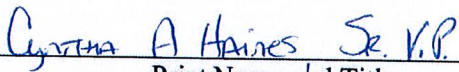
I. The Offeror, in submitting this Response, acknowledges and agrees that the terms and conditions of this RFQ, as well as any modifications thereto, shall be incorporated into any Contract offered as a result of this RFQ.

J. CERTIFICATION STATEMENT:

**THE FOLLOWING SHALL BE REPEATED IN THE OFFEROR’S RESPONSE AND SIGNED BY AN INDIVIDUAL AUTHORIZED TO BIND THE OFFEROR. THIS IS A THRESHOLD ITEM AND FAILURE TO INCLUDE THE CERTIFICATION STATEMENT BEARING AN ORIGINAL SIGNATURE SHALL RESULT IN REJECTION OF THE RESPONSE.**

"I agree to abide by all conditions of RFQ 2015-03 and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response as the Offeror and that I am in compliance with all requirements of the RFQ, including but not limited to, the certification requirements stated in Section Five of this RFQ."

  
\_\_\_\_\_  
Authorized Signature (Original)

  
\_\_\_\_\_  
Print Name and Title

## SECTION SIX INFORMATION TO BE PROVIDED IN RESPONSE

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

### A. COVER LETTER

Each response must be accompanied by a cover letter that contains a general statement of the purpose of submission and includes the following 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. Legal business status (individual, partnership, corporation, etc.), address, and telephone number of the Offeror.

### B. GENERAL INFORMATION

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

1. Provide a brief history of the Offeror, including the year organized, ownership, and the total number of employees.
2. Provide evidence of certification that the Offeror is qualified to do business in the State of Florida.
3. Provide evidence of approval in HUD's Previous Participation (2530) system.

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

- a. Name of carrier and policy number;
- b. Effective date and termination date of insurance;
- c. Policy exclusions, if any; and
- d. Current coverage amounts.

5. Provide a list of developments currently under management (including name, location, age, and number of units). In addition, provide a list of developments lost as customer(s) within the past twelve months and the reason(s) for losing the customer(s).

#### C. EXPERIENCE

1. Describe the Offeror's ability to provide the services and meeting qualifications that are similar to those being requested in Section Four of this RFQ immediately upon award of the Contract. Also describe the Offeror's experience, if any, in managing distressed multifamily developments.

2. Describe the Offeror's ability to provide financial management and reporting, including a description of hardware and software used for data collection and reporting.

#### D. WORKPLAN FOR SCOPE OF SERVICES

Describe the Offeror's plan to assume responsibilities for a Development. Include a detailed action plan which the Offeror would use to take over a Development.

#### E. QUALIFICATIONS OF PERSONNEL

Provide the name, title, office location, telephone number, e-mail address, and brief resumes for the personnel who will be assigned to Florida Housing's account. Include their level of responsibility and availability. Describe the professional background of these individuals, specifically identifying assignments involving services similar to those described in this RFQ in the last two years.

#### F. FEES

Provide the specific breakdown of all fees and related management expenses to be charged to the Development.

*FINAL FEE SCHEDULE SHALL BE SUBJECT TO NEGOTIATION.*

G. DRUG-FREE WORKPLACE

If the Offeror 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 Offeror, under the terms of RFQ 2015-03, 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 Offeror is a minority business enterprise as defined in Section 288.703, Fla. Stat., the Offeror must submit the following certification:

I hereby certify on behalf of the Offeror, under the terms of RFQ 2015-03, 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 (Threshold Item)

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

**SECTION SEVEN  
EVALUATION PROCESS**

Individual Committee members shall evaluate the Responses independently. As indicated in this section, points shall be assigned to certain items presented in Section Six of this RFQ. The individual Committee members shall evaluate the Responses by reviewing the answers to each of the items and assigning points up to the maximum points allowed for each item. The Committee shall not use those items without points assigned in computing the numerical score, but shall use them as part of their evaluation and recommendation process, for informational purposes, as a basis for possible disqualification, and to break any tie. The Committee shall also use the various scored items as a part of its evaluation and recommendation process. The Committee may conduct one or more public meetings during which members may discuss their evaluations, make any adjustments deemed necessary to best serve the interests of Florida Housing's mission,

interview Offerors, observe a software demonstration, 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 scoring 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 in the award process 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 scoring, the non-scored items in the Responses, any other information or recommendation provided by the Committee or Staff, any oral presentations of Offerors and any other information the Board deems relevant in its selection of Offerors to whom to award a Contract. The points available for each of the items to be evaluated are as follows:

<u>Item Reference</u>	<u>Maximum Points</u>
C.1. Experience.....	20
C.2. Experience.....	15
D. Workplan for Scope of Services.....	25
E. Qualifications of Personnel.....	25
 Total Points Available.....	 85

**SECTION EIGHT  
AWARD PROCESS**

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

## **EXHIBIT B**

### **ADDITIONAL SERVICES TO BE PERFORMED UPON ASSIGNMENT AND COMPENSATION**

#### **A. Management Plan**

The Management Company shall prepare a management plan for the Development, which provides a comprehensive and detailed description of the policies and procedures to be followed in the management of the Development. This plan will include an assessment of the condition of the Development, status of the finances and the methods to be followed to make the development profitable and in compliance with all laws and regulations. The management plan shall also include the requirements for management personnel needed at the Development and the associated costs. Florida Housing must approve the management plan in writing prior to implementation.

#### **B. Bank Accounts**

The Management Company shall establish appropriate bank accounts in the Development's Name with signatory authority provided to the Management Company's designated Officers. All bank accounts established and maintained on the Development's general ledger must have the bank statement forwarded directly to the Management Company for reconciliation. The Management Company will collect, deposit and disburse security deposits in accordance with the terms of each resident's lease. The amount of each security deposit will be as specified in the Management Plan. Security deposits will be maintained by the Management Company in a noninterest-bearing account, or as required by Chapter 83, Fla. Stat., separate from all other accounts and funds, with a bank or other financial institution whose deposits are insured by an Agency of the United States Government. This account will be carried in the Development's name and designated on record as "Security Deposit Account". The balance of the account must at all times be equal to the total amount collected from the families then in occupancy. The Management Company must comply with any applicable state and local laws concerning interest payments on security deposits.

#### **C. Collection of Rents and Other Receipts**

The Management Company will collect all rents when due, charges and other amounts receivable in connection with the management and operation of the Development. Such receipts (except for resident's security deposits, which will be handled as specified in Paragraph B above) will be deposited in an account, separate from all other accounts and funds, with a bank or other financial institution whose deposits are insured by an Agency of the United States Government. This account will be carried in the Development's name and designated of record as "Operating Account"; and may be an interest bearing account. All monies received by the Management Company for or on behalf of the Development shall be the property of the Development and shall be deposited in the designated account.

#### D. Maintenance and Repair

1. The Management Company will maintain the Development in good repair in accordance with the Management Plan and local codes and in a condition at all times acceptable to Florida Housing. This will include but not be limited to cleaning, painting, decorating, plumbing, carpentry, grounds care and such other maintenance and repair work as may be necessary subject to any limitations imposed by Florida Housing in addition to those contained herein.

2. The Management Company is authorized to purchase all material, equipment, tools, appliances, supplies and services necessary for proper maintenance and repair. Notwithstanding any of the foregoing provisions, prior written approval of Florida Housing will be required for any expenditure which exceeds Fifteen Hundred Dollars (\$1500.00) in any one instance for labor, materials, or otherwise in connection with the maintenance and repair of the Development. This limitation is not applicable for recurring expenses within the limits of the operating budget or emergency repairs involving manifest danger to persons or property, or required to avoid suspension of any necessary service to the Development. In the latter event, the Management Company will inform Florida Housing of the facts as promptly as possible.

#### E. Utilities and Services

In accordance with the Management Plan, the Management Company will arrange for water, electricity, gas, sewage, trash disposal, and vermin extermination.

#### F. Employees

1. The Management Plan prescribes the number, qualifications and duties of the personnel to be regularly employed in the management of the Development. All such on-site personnel will be employees of the Management Company and will be hired, paid, supervised and discharged through the Management Company.

2. The compensation (including but not limited to employee expenses) of the on-site manager and the maintenance employees (if applicable) will be as prescribed in the Management Plan. The Development will reimburse the Management Company for compensation (including employee expenses) payable to the on-site management and maintenance employees as prescribed in the Management Plan. Such reimbursements will be paid out of the Operating Account and will be treated as Development expenses.

#### G. Disbursements from Operating Account

1. The Management Company will make the following disbursements promptly when payable from the funds collected and deposited by the Management Company in the Operating Account:



a. Reimbursement to the Managing Management Company for compensation payable to the employees specified above, and for the taxes and assessments payable to local, state, and federal governments in connection with the employment of such personnel.

b. As applicable, the single aggregate payment required to be made monthly by the Development to the Mortgagee, including the amounts due under the Mortgage for principal amortization, interest, Mortgage insurance premium (if applicable), taxes and assessments, fire and other hazard insurance premiums.

c. All sums otherwise due and payable by the Development as expenses of the development authorized to be incurred by the Management Company under the terms of this Agreement, including compensation payable to the Management Company.

2. Except for the disbursements mentioned in Subsection above, funds will be disbursed or transferred from the Operating account only as Florida Housing may from time to time direct in writing. In the event the balance in the Operating Account is at any time insufficient to pay disbursements due and payable, the Management Company will inform Florida Housing of that fact.

#### H. Management Company Compensation

1. The Management Company will be compensated for its services under this Agreement by monthly fees to be paid out of the Operating Account and treated as development expenses. Each such monthly fee will be in an amount equal to 5% of gross collections for 0-200 units and for 201-600 units, 4% of gross collections received during the preceding month or a minimum of \$1500 whichever is greater. Gross collections include rental income less interest income and income from other sources such as coin-operated laundry equipment and vending machines (prorated for any portion of a month). Gross collections do not include cash received by Florida Housing from any capital transaction involving the Development, including capital contributions to Florida Housing and collections of insurance proceeds. This fee structure, including the minimum fee, does not apply to vacant or abandoned properties. In the case of vacant or abandoned properties, compensation will be negotiated separately on a per-deal basis.

2. Requirement to pay management fees will begin upon specific assignment of management duties to the Development and terminate upon sale of the Development or if this contract is terminated by other means.

3. By the tenth (10) day of each month, the Management Company shall submit to Florida Housing a statement of all monies received and expended during the prior month including, but not limited to, the following information:

- a. All rent and other income collected;
- b. All rent and other receivables due but not collected;

- c. All expenditures made;
- d. All obligations incurred but not yet paid and documents evidencing such
- e. where available;
- f. Original bills for all expenditures made;
- g. Financial Statement showing net balance;
- h. A statement by Management Company's chief fiscal officer that all expenses were necessarily incurred in the performance of this Agreement, together with bills for such expenses;
- i. A statement by Management Company's chief fiscal officer that Management Company has deposited any rebate, allowance, discount or other valuable consideration received from any supplier of services or material into the Operating Account; and
- j. A statement under penalty of perjury by Management Company's chief fiscal officer that the foregoing information is true and complete.

4. No management fee shall be paid from the Operating Account prior to written approval of the monthly report by Florida Housing.

#### I. Finance and Accounting Materials Services

1. The Management Company will provide finance and accounting materials and services for the Development. The finance and accounting materials and services provided shall include all functions customarily attributable to bookkeeping services. These services shall include maintaining and reconciling Rent Accounts and Escrow Accounts, performing all required payroll recording procedures, posting all expenditures according to an approved chart of accounts compatible with the annual audit requirements, and providing accountability concerning resident rent payment receipts. It is specifically understood that in essence all finance and accounting that otherwise would be done at the Development by full or part-time bookkeeping personnel and paid for by the Development will be performed by the Management Company in accordance with this Contract.

2. The Management Company shall provide all services usually provided for in a standard contract and perform duties as are customarily performed by real estate property companies in the area in which the Development is located.

3. Within thirty (30) days after the termination or expiration of this Contract, the Management Company shall deliver to Florida Housing:

- a. A final accounting, reflecting the balance of income and expenses for the Development as of the termination date;
- b. Any balance of monies due to the Development, held by the Management Company;
- c. All books of account, records, contracts, drawings, leases, correspondence, receipts for deposits, unpaid bills, and all other papers or documents which pertain to the Development; and

d. All tools, equipment, materials and supplies purchased for or on behalf of the Development; and

e. The Management Company shall also furnish all such information, take all such other action and shall cooperate with Florida Housing as Florida Housing shall reasonably require in order to effectuate an orderly and systematic ending of the Contract, either upon expiration of its term or otherwise. All fees payable to the Management Company hereunder shall be prorated to the date of termination and fees together with any other monies due the Management Company shall be paid to the Management Company within ten (10) days of the date upon which the fees and other monies owed to Management Company became due pursuant to this Contract. The Management Company reserves the right to remove all Management Company proprietary information and or material.

#### J. Insurance

In addition to any insurance required under this Contract, the Management Company agrees to procure and maintain any other insurance required under federal, state or local laws. The Management Company shall require that all contractors and subcontractors brought onto the Development be bonded and licensed and have the insurance required under federal, state or local laws.