

**FIRST AMENDMENT
TO CONTRACT NUMBER 053-2019**

THIS FIRST AMENDMENT (“Amendment”) to CONTRACT NUMBER 053-2019 is entered into and effective as of March 3, 2022, (“Effective Date”) by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (“Florida Housing”), and BUILDING HOMES FOR HEROES, INC (“Service Provider”).

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 053-2019, dated March 3, 2020, (“Contract”) wherein Service Provider agreed to participate in the 2019 Injured Veterans Pilot Program pursuant to RFQ 2019-14. As used herein, “Contract” shall include within its meaning any modification or amendment to the Contract.
- B. The initial term of the Contract was for two years, beginning March 3, 2020, and ending March 2, 2022.
- C. Section C of the Contract provides that the Contract may be renewed for a one-year term.
- D. Florida Housing and Service Provider wish to renew the Contract for a 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 a one-year renewal term, beginning March 3, 2022, and ending March 2, 2023. 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 adding 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 FIRST AMENDMENT to Contract Number 053-2019, by a duly authorized representative, effective as of the Effective Date.

BUILDING HOMES FOR HEROES, INC.

By:  _____

Name/Title: Andrew Pajol

Date: 12-13, 2021

FEIN: 20-4540852

FLORIDA HOUSING FINANCE CORPORATION

By:  _____

Name/Title: Hugh R. Brown/General Counsel

Date: 12-16-21

**CONTRACT FOR THE
2019 INJURED VETERANS HOUSING PILOT PROGRAM
BETWEEN
FLORIDA HOUSING FINANCE CORPORATION
AND
BUILDING HOMES FOR HEROES, INC.**

This Agreement for services relating to the 2019 Injured Veterans Housing Pilot Program, 053-2019 (Agreement) 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 BUILDING HOMES FOR HEROES, INC. (Grantee), located at 4584 Austin Blvd., Island Park, NY 11558. Upon execution by both parties, this Agreement shall become effective as of the date the last party signs (Effective Date).

RECITALS

- A. The Grantee represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein and offers to perform those services described in Exhibit A, Request for Proposals (RFP) 2019-14 attached hereto and incorporated herein.
- B. Florida Housing has a need for such services and does hereby accept the offer of the Grantee upon the terms and conditions outlined in this Agreement.
- C. Florida Housing has the authority pursuant to Florida law to direct disbursement of funds for compensation to the Grantee under the terms and provisions of this Agreement.

AGREEMENT

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

A. ATTACHMENTS

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

- Exhibit A, RFP 2019-14
- Exhibit B, Program Requirements

B. ENGAGEMENT OF THE GRANTEE

The Grantee agrees to provide services in accordance with the terms and conditions hereinafter set forth. The Grantee agrees to perform the services set forth in Exhibits A and B, and as otherwise stated in this Agreement. The Grantee understands and agrees that

all services under this Agreement are to be supervised and coordinated by Grantee and Grantee is responsible for assuring that all services are performed in accordance with this Agreement.

C. TERM OF CONTRACT

The initial term of this Agreement shall be for two years from the Effective Date. If the parties mutually agree in writing, the Agreement may be renewed once 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 Agreement. Modifications that are mutually agreed upon shall be valid only when reduced to writing and signed by the parties.

E. INVOICES

The Grantee shall submit invoices to the program contact person in Section J, Administration of Agreement, in accordance with the terms outlined in Exhibit B.

F. FEES/COSTS

From the funds provided in Specific Appropriation 2316 (2019), the Grantee shall be awarded up to \$1,000,000 on a cost reimbursement basis to build, maintain, transfer, and enhance a minimum of 25 homes in Florida to and for injured veterans, the family members of injured veterans, and Gold Star families.

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 Grantee, its agents, its servants, or employees, and the Grantee 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 Agreement 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 Agreement 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 Grantee, together with its agents, suppliers, subcontractors, officers, and employees, shall have and always retain under this Agreement 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 Agreement, the Grantee shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law. The Grantee remains responsible for all applicable federal, state, and local taxes, and all FICA contributions.

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

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

7. The Grantee shall not be relieved of liability to Florida Housing for damages sustained by Florida Housing by virtue of any termination or breach of this Agreement by the Grantee.

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 Grantee or assign any future transaction to the Grantee 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 Grantee 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 Grantee 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 Grantee in this Agreement is inaccurate, false or misleading in any respect;

b. If any warranty or representation made by the Grantee in this Agreement 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 Grantee fails to keep, observe, or perform any of the terms or covenants contained in this Agreement, or is unable or unwilling to meet its obligations as defined in this Agreement;

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

e. If the Grantee has not complied with all Florida laws, federal laws, Florida Housing rules or Florida Housing policies applicable to the work;

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

h. If the Grantee commits fraud in the performance of its obligations under this Agreement; or

i. If the Grantee 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 Agreement, herein.

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

4. If Florida Housing provides a Cure Period and if the Grantee 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 Agreement on the tenth (10th) day after the Grantee 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 Agreement;

c. Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from the Grantee 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 Grantee to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Grantee 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 Grantee at the address set forth in Section J, Administration of Agreement, herein.

2. The Grantee may terminate this Agreement, 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 Agreement, herein. The Grantee shall be responsible for all costs arising from the resignation of the Grantee and the costs associated with the appointment of and transition to a successor Grantee.

J. ADMINISTRATION OF CONTRACT

1. The Florida Housing's contract administrator for this Agreement is:

Contract Administrator
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Contract.Admin@floridahousing.org

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

David Westcott
Director of Homeownership Programs
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: David.Westcott@floridahousing.org
or the designated successor.

3. The Grantee's contract administrator for this Agreement is:

Andy Pujol
Founder, Chief Executive Officer
Building Homes for Heroes, Inc.
4584 Austin Boulevard
Island Park, NY 11558
Office: 516.316.3358
Cell: 516.316.3358
E-mail: Andy@buildinghomesforheroes.org
cc: Nancy@buildinghomesforheroes.org
Kim@buildinghomesforheroes.org
or the designated successor.

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

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

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 Grantee in connection with this Agreement 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 Grantee 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 Grantee 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 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 Grantee 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. Confidentiality

a. If the Grantee asserts that any information or materials intended to be delivered or provided under this Agreement 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 Administrator upon submitting them to Florida Housing.

b. It is the Grantee'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 Agreement that is confidential, the Grantee will treat such materials as confidential and will not reveal or discuss such materials or any other information learned as a result of this Agreement 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 Grantee is required to disclose or publish the existence or terms of transactions under this Agreement pursuant to Florida's Public Records Law, then the Grantee 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 Grantee brings to the performance of this Agreement a pre-existing copyright, patent or trademark, the Grantee shall retain all rights and entitlements to that pre-existing copyright, patent or trademark unless the Agreement 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 Agreement, the Grantee 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 Agreement are hereby reserved to Florida Housing. In the event that any books, manuals, films, or other copyrightable material are produced, the Grantee shall notify Florida Housing in writing. Any and all copyrights or trademarks created by or in direct connection with the performance under this Agreement are hereby reserved to Florida Housing.

c. All subcontracts or other arrangements entered into, by the Grantee, 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 Grantee shall maintain files containing documentation to verify all compensation to the Grantee in connection with this Agreement, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by the Grantee in connection with this Agreement. The Grantee shall also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Agreement.

b. Retaining the Files: The Grantee shall maintain these files for five 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-year period and extends beyond the expiration of the five-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 Grantee 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 Agreement is terminated, all finished or unfinished documents, data, studies, computer files, correspondence, and other products prepared by or for the Grantee under this Agreement shall be submitted to Florida Housing within 15 days of such termination at the expense of the Grantee.

L. PERSONALLY IDENTIFIABLE INFORMATION (PII); SECURITY

1. If the Grantee or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, the Grantee 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 Grantee 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. If the Grantee or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, the Grantee shall provide Florida

Housing with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If the Grantee does not carry stand-alone cyber liability coverage, the Grantee agrees to indemnify costs related to notification, legal fees, judgments, settlements, forensic experts, public relations efforts, and loss of any business income related to this Agreement.

3. The Grantee 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.

4. The Grantee agrees at all times to maintain reasonable network security that, at a minimum, includes a network firewall.

5. The Grantee 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 Grantee agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.

6. The Grantee 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.

7. If the Grantee reasonably suspects that a cybersecurity event or breach of security has occurred, they must notify Florida Housing's Contract Administrator within 48 hours.

8. In the event of a breach of PII or other sensitive data, the Grantee must abide by provisions set forth in section 501.171, Fla. Stat. Additionally, the Grantee 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 Grantee's corrective action plan; and the timelines associated with the corrective action plan.

M. OTHER PROVISIONS

1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement 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 Grantee 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 Grantee. 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 Agreement shall survive the terms and life of this Agreement as a whole.

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

5. The Grantee 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 Agreement 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 Grantee further acknowledges that it has not retained the services of any lobbyist or consultant to assist in the procurement and negotiation of this Agreement.

O. LEGAL AUTHORIZATION

The Grantee certifies with respect to this Agreement that it possesses the legal authority to enter into this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Grantee also certifies that the undersigned possesses the authority to legally execute and bind the Grantee to the terms of this Agreement.

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(33), 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 Grantee 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 Grantee 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 Agreement and prior to the conclusion of the Agreement, the Grantee 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 Agreement herein, within ten (10) working days. If Florida Housing, in its sole discretion, finds the Grantee 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 Agreement shall be subject to forfeiture to Florida Housing and all obligations on the part of Florida Housing to continue doing business with the Grantee or assign any future transaction to the Grantee shall, if Florida Housing so elects, terminate.

R. ENTIRE AGREEMENT

This Agreement, 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 Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

S. SEVERABILITY

If any provision of this Agreement 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 Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Contract Number 053-2019, each through a duly authorized representative, effective on the Effective Date.

BUILDING HOMES FOR HEROES, INC.

By: 

Name/Title: Andrew Pujol, CEO

Date: 3/2/2020

FEIN: 20-4540862

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: Hugh R. Brown / General Counsel

Date: 3-3-20

EXHIBIT A

REQUEST FOR PROPOSALS (RFP) 2019-14

2019 INJURED VETERANS HOUSING PILOT PROGRAM

for

FLORIDA HOUSING FINANCE CORPORATION

October 14, 2019

SECTION ONE INTRODUCTION

Florida Housing Finance Corporation (“Florida Housing”) is soliciting competitive, sealed responses from qualified firms to provide services in accordance with the terms and conditions set forth in this Request for Proposals (RFP), and any other term and condition in any contract subsequently awarded. Respondents will be selected and determined through Florida Housing’s review of each response, considering the factors identified in this RFP. Florida Housing expects to select one or more Respondents that propose to provide all of the services specified in this RFP.

SECTION TWO DEFINITIONS

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

“Board”	The Board of Directors of Florida Housing Finance Corporation.
“Committee”	The review committee composed only of employees of Florida Housing that is established pursuant to Rule 67-49.007, Fla. Admin. Code.
“Contractor”	A person or entity providing the professional services described in Section Four of this RFP.
“Days”	Calendar days, unless otherwise specified.
“Effective Date”	The date the last party signs the contract that is awarded as a result of this RFP.
“Florida Housing”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
“Gold Star Families”	Gold Star Families are spouses or dependent children of members of the U.S Armed Forces who have been killed in combat or in support of certain military activities.
“Family Members of an Injured Veteran”	Spouses or dependent children of an Injured Veteran
“Injured Veteran”	A U.S. Armed Forces Veteran who suffers from one or more Service- Connected Disabilities.

“Renovation”	Improving or upgrading life safety/security, energy retrofit, and accessibility features and upgrades to allow Residents to facilitate ease of use and aging in place.
“Respondent”	Any person or entity who has the capability in all respects to perform fully the requirements contained in this RFP, and submits a response to this RFP.
“Response”	The written submission by an Respondent to this RFP.
“RFP”	This RFP, including all exhibits referenced in this document and all other documents incorporated by reference.
“Service-Connected Disabilities”	Disabilities determined by the U.S. Department of Veterans Affairs and indicated in the appropriate summary of benefits letter.
“Website”	The Florida Housing Finance Corporation website, the URL of which is www.floridahousing.org .

SECTION THREE PROCEDURES AND PROVISIONS

A. The Respondent must submit an original and three copies of the Response to the Contract Administrator in a sealed envelope marked “RFP 2019-14.” Each envelope or package containing Responses must clearly state the name of the Respondent. The Response that is the original must be clearly indicated on that Response. An electronic copy of the Response must also be submitted on a CD or flash drive. Florida Housing will not accept a faxed or e-mailed Response. Florida Housing must receive any Responses on or before 2:00 p.m., Eastern Time, on November 6, 2019. Responses will be opened at that time.

Contract Administrator
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301-1329
(850) 488-4197
Email: Contract.Admin@floridahousing.org

B. This RFP does not commit Florida Housing to award a contract to any Respondent or to pay any costs incurred in the preparation or mailing of a Response.

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 RFP;
3. Obtain information concerning any or all Respondents from any source;
4. Request an oral interview before the Board from any or all Respondents;
5. Select for contract negotiation or for award a Response other than (or in addition to) that with the highest score in order to serve the best interests of Florida Housing and the public; and
6. Negotiate with the successful Respondent with respect to any additional terms or conditions of the contract.

E. Any interested party may submit any question regarding this RFP in writing via mail or e-mail to the Contract Administrator at the address given in Section Three, Item A. All questions must be submitted no later than 2:00 p.m., Eastern Time, on October 23, 2019. Phone calls will not be accepted. Florida Housing expects to respond to all questions in writing by 5:00 p.m., Eastern Time, on October 30, 2019. Florida Housing will post a copy of all questions received and the corresponding answers on Florida Housing's website at:

<http://www.floridahousing.org/legal/procurements/request-for-proposals>.

Only written responses or statements from the Contract Administrator that are posted on our website will bind Florida Housing. No other means of communication, whether oral or written, may be construed as an official response or statement from Florida Housing.

F. Between the release of the solicitation and the end of the 72-hour period following the posting of the notice of intended award, respondents to this solicitation or persons acting on their behalf may not contact any member of Florida Housing's Board of Directors or any Florida Housing employee concerning any aspect of this solicitation, except in writing to the Contract Administrator. Violation of this provision may be grounds for rejecting a response.

G. Any person who wishes to protest the specifications of this RFP 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., will constitute a waiver of proceedings under Chapter 120, Fla. Stat.

H. The term of the contract will be for two years, subject to satisfactory performance at the sole discretion of Florida Housing. If the parties mutually agree in writing, the contract may be renewed once for an additional year.

I. Florida Housing is not required to use the services of any selected Contractor or to assign any work to such provider, and may terminate the contract with any selected Contractor without cause and without penalty.

J. Pursuant to Rule 67-49.004, Fla. Admin. Code, Florida Housing may modify the terms of the RFP at any point prior to the due date for Responses. A notice of such modification will be posted on Florida Housing's Website and will be provided to potential Respondents who requested copies of the RFP. Any Respondent will have at least seven days from the date of the posting of the notice of the modification to submit or modify its Response.

K. The terms of this RFP, and any modifications thereto, will be incorporated into any contract offered as a result of this RFP. Failure of a successful Respondent to accept these obligations in the final contract may result in cancellation of the award.

SECTION FOUR SCOPE OF SERVICES

Pursuant to Specific Appropriation 2316, \$1,000,000 has been provided to the Florida Housing Finance Corporation to provide grants to nonprofit organizations that build, modify, maintain, transfer, and enhance homes to and for Florida veterans. Eligible organizations must agree to provide a minimum of 15 homes to injured veterans, the family members of injured veterans, and Gold Star families. Homes may be modified, renovated, or new construction.

Florida Housing will award cost-reimbursement contract(s) for both newly constructed homes as well as needed and necessary renovations to existing homes. Florida Housing's goal is to award approximately 75% of the funding for new construction and 25% of the funding for renovations, as long as all other required criteria can be met. Contracts will be for homeownership construction services and not rental housing.

Respondents must:

A. Have experience providing these or similar types of construction services in the State of Florida.

B. Agree to have the homeowner(s) for each home execute a forgivable mortgage or other land use restriction (which Respondent shall record in the public records of the appropriate county, securing the funds) provided under the following terms:

Under \$10,000	\$10,000 - \$30,000	Over \$30,000
None required	3 years minimum	5 years minimum

C. Prior to Florida Housing’s approval for a project, the Respondent must provide Florida Housing with:

1. The written agreement between Respondent and the Injured Veteran, Family Members of an Injured Veteran or Gold Star Family for the construction services to be provided;
2. The contract or other acceptable documentation from a licensed Florida contractor setting forth the scope of work to be performed and the cost of such work; and
3. The name of the recipient and the appropriate documentation from the U.S. Department of Veterans Affairs establishing that the recipient is an Injured Veteran or Gold Star Family, including the injury rating, if applicable.

D. Before Respondent will be reimbursed for work performed, Respondent must provide Florida Housing with:

1. A final cost certification acceptable to Florida Housing;
2. The certificate of occupancy or final building permit inspection approval;
3. Recorded mortgage or other appropriate land use restriction agreement and the recorded deed (if applicable); and
4. A formal request for the amount of reimbursement, including the final leveraging ratio calculation.

**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 RFP, each Respondent certifies that:

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

B. Any material submitted in response to this RFP is a public record pursuant to Chapter 119, Fla. Stat., and subject to examination upon request, but only after Florida

Housing provides a notice of decision pursuant to Section 120.57(3), Fla. Stat., or within 30 days after the Response is opened, whichever is earlier.

C. The Respondent, if awarded a contract under this RFP, will comply 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 Respondent is in compliance with Section 287.133(2)(a), Fla. Stat.

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

F. Pursuant to Section 119.0701(2)(b), Fla. Stat., the Respondent, if awarded a contract under this RFP, will be required to comply with public records laws, specifically to:

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

b. Upon request from Florida Housing's custodian of public records, provide Florida Housing 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 Florida Housing.

d. Upon completion of the contract, transfer, at no cost, to Florida Housing all public records in possession of the contractor or keep and maintain public records required by Florida Housing to perform the service. If the contractor transfers all public records to Florida Housing 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 Florida Housing, upon request from Florida Housing' custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

G. The Respondent acknowledges that if awarded a contract it will be prohibited from engaging in activities in connection with services related to Florida Housing transactions that produce direct or indirect financial gain for the Respondent other than for the compensation agreed upon in the contract that results from this RFP, unless that Respondent has Florida Housing's written consent after Florida Housing has been fully informed of such activities in writing.

H. The Respondent acknowledges that if awarded a contract it will be prohibited from engaging in any actual, apparent, or potential conflict of interest. Should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of the contract and prior to the conclusion of the contract, the Respondent will provide written notification (Notice of Conflict of Interest) to Florida Housing's Contract Administrator within 10 working days for review by Florida Housing's Executive Director in consultation with their Ethics Officer. If the Respondent is found to be in non-compliance with this provision, any compensation received in connection with this contract will be subject to forfeiture to Florida Housing.

I. The Respondent, in submitting this Response, acknowledges and agrees that the terms and conditions of this RFP, as well as any modifications thereto, will be incorporated into any contract offered as a result of this RFP.

J. CERTIFICATION STATEMENT:

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

"I agree to abide by all conditions of RFP 2019-14 and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response as the Respondent and that I am in compliance with all requirements of the RFP, including but not limited to, the certification requirements stated in Section Five of this RFP."

Authorized Signature (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 proposal 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, 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 Respondent.

B. REQUIRED INFORMATION

1. Provide evidence that the Respondent is a not-for-profit entity that is in good standing and qualified to do business in the State of Florida.

2. Provide a narrative no longer than five pages that describes the intended households the Respondent proposes to serve with the awarded funds. The narrative should include the specific characteristics and housing needs of any of the three eligible households the Respondent proposes to serve (i.e. Injured Veterans, Family Members of an Injured Veteran, and Gold Star Families), and provide information related to prioritizing serving households with particular characteristics or housing needs. Proposed construction projects must relate to the specific needs of the eligible household.

3. Provide a narrative statement of qualifications that the Respondent considers to be significant, innovative, or otherwise relevant to its ability to provide these services. Such statement should include the Respondent's history and business model, any awards and significant recognition, and details on the types of construction projects successfully completed which specifically assisted Injured Veterans, Family Members of an Injured Veteran, or Gold Star Families.

4. Using Table 1 below, provide details on at least 15 homes completed for Injured Veterans, Family Members of an Injured Veteran, or Gold Star Families in Florida in the last three years:

TABLE 1 Recent Experience				
Veteran Disability Rating or GSF	Construction Services Performed	Cost of Services	Location (City and County)	Date Completed

5. Provide a current snapshot of the Respondent’s pipeline of Injured Veterans and Gold Star Families and projects planned to assist them. Describe the Respondent’s ability to begin providing the services requested in Section Four of this RFP immediately upon award of the contract.

6. Describe the Respondent’s methodology for selecting the Injured Veterans, Family Members of an Injured Veteran, or Gold Star Families to be served (e.g. waitlists, needs-based criteria, VA injury rating, etc.).

7. Describe the ‘wrap-around’ services that the Respondent provides after the construction project is complete (i.e., financial counseling, maintenance of retrofitted items, ongoing social support, etc.)

C. FEES AND LEVERAGING

1. Provide the proposed fees to be charged in connection with the services described in Section Four of this RFP. Specifically, detail any proposed developer’s fee or administrative expenses that the Respondent proposes to pay from funds awarded under this RFP on a per unit basis. Fees proposed must include all charges relating to the services required under the contract and all out-of-pocket expenses, such as telephone, postage and shipping, printing and/or copy costs, and travel, if any. No costs will be reimbursed under the contract.

NOTE: For scoring purposes, Respondents must submit the per unit fee as follows.

Proposed Fee (per unit)	\$
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2. Provide the minimum overall leveraging ratio that Respondent is committing to under this RFP. For example, if the Respondent provides construction services for a specific project that cost a total of \$50,000 and \$10,000 of funds under this RFP will be used to help complete the project, the leveraging ratio for that project would be 5:1. Respondent will not be eligible for reimbursement of funds for requests

where the overall leveraging ratio does not meet or exceed what was committed to in the response to this RFP.

3. Respondent must provide a minimum of fifteen homes under the terms of the appropriation. If Respondent intends to provide more than the minimum required, please state how many homes the Respondent will provide.

FINAL FEE SCHEDULE WILL BE SUBJECT TO NEGOTIATION.

D. DRUG-FREE WORKPLACE

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

I hereby certify on behalf of the Respondent, under the terms of RFP 2019-14, that the Respondent has implemented a drug-free workplace program pursuant to Section 287.087, Fla. Stat.

Authorized Signature: _____
Print Name: _____
Print Title: _____

E. MINORITY BUSINESS ENTERPRISE

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

I hereby certify on behalf of the Respondent, under the terms of RFP 2019-14, that the Respondent is a "minority business enterprise" as defined in Section 288.703(3), Fla. Stat.

Authorized Signature: _____
Print Name: _____
Print Title: _____

F. CERTIFICATION (Mandatory Item)

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

**SECTION SEVEN
EVALUATION PROCESS**

The individual Committee members will independently evaluate the Responses by reviewing the answers to each of the items identified in Section Six of this RFP and assigning points up to the maximum points allowed for each item. The points available for items in Section Six are to be evaluated are as follows:

<u>Item Reference</u>	<u>Maximum Points</u>
B.2. Required Information.....	30
B.3. Required Information.....	20
B.4. Required Information.....	10
B.5. Required Information.....	10
B.6. Required Information.....	10
B.7. Required Information.....	20
C.1. Fees and Leveraging	20
C.2. Fees and Leveraging	20
C.3. Fees and Leveraging	10
Total Points Available	150

For Item C.1., Fees and Leveraging, the Respondent with the lowest proposed per unit fee will receive the maximum allowable points (20 points). The remaining respondents will receive a percentage of the maximum points, rounded to the nearest whole number, based on the following formula:

Lowest Proposed Per-Unit Fee	=	%	x	20	=	Total Points Awarded (Rounded to the nearest whole number)
÷						
Current Respondent's Proposed Per-Unit Fee						

In the event of a tie, Florida Housing will 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 will give preference to minority business enterprises as defined in Section 288.703, Fla. Stat.

The Committee will conduct one or more public meetings during which members will discuss their evaluations and develop a recommendation or series of recommendations to the Board. The Committee's recommendation will be based on the cumulative scoring and information gathered from the non-scored items. 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, and any other information the Board deems relevant in its selection of Respondents to whom to award a contract.

**SECTION EIGHT
AWARD PROCESS**

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

**EXHIBIT B
PROGRAM REQUIREMENTS**

A. PROJECT APPROVALS

In addition to the requirements set forth in Exhibit A, and prior to Florida Housing's initial approval for a project, the Grantee must provide Florida Housing with the following:

1. Documentation showing that Grantee has legal title to each property prior to commencing Construction or the written agreement between Grantee and the Injured Veteran, Family Members of an Injured Veteran or Gold Star Family for the construction services to be provided.

2. A construction bid/quote for each home. Each construction bid/quote shall contain a description of the work to be completed and a certification from the general contractor on whether permits will need to be pulled for the project. Grantee shall identify if home will be new construction, or partial or complete renovation. Florida Housing shall assess and determine if each proposed bid/quote is in accordance with the scope of work. The principal goal of each home is to accommodate the special needs of the handicapped or disabled veteran who resides or will reside in the home to allow for greater mobility and independence and/or to enhance homes to allow for comfort and an increased quality of life for injured veterans, family members of injured veterans, and Gold Star Families.

3. The contract or other acceptable documentation from a licensed Florida contractor setting forth the scope of work to be performed and the cost of such work. Grantee shall provide management and oversight of each approved project and ensure that construction conforms with the construction bid/quote.

4. The name of the recipient and the appropriate documentation from the U.S. Department of Veterans Affairs establishing that the recipient is an Injured Veteran or Gold Star Family, including the injury rating, if applicable and the address of the home.

B. DELIVERABLES

Grantee agrees to build, modify, maintain or transfer at least 25 homes per the Response submitted to RFP 2019-14 and Table 1 below.

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**TABLE 1
DELIVERABLES**

Tasks	Minimum Level of Service	Financial Consequences
Build, modify, maintain or transfer at least 25 homes in accordance with Section Four of Exhibit A.	<p>Complete the work required by the construction bid/quote for at least 25 homes. Each completion shall be evidenced by all of the following:</p> <ol style="list-style-type: none"> 1. A final cost certification acceptable to Florida Housing by the Grantee's General Contractor; 2. The certificate of occupancy or final building permit inspection approval (if applicable); 3. Recorded mortgage or other appropriate land use restriction agreement and the recorded deed (if applicable); and 4. A formal request for the amount of reimbursement, including the final leveraging ratio calculation for the completed home. 	<p>Failure to complete the work required by the construction bid/quote for at least one project home will result in non-payment.</p> <p>Failure to complete the work required by the construction bid/quote for at least 25 homes will result in a financial consequence of \$40,000.00 per home not completed up to the full amount payable under this deliverable.</p>
Deliverable Total		Not to exceed \$1,000,000.00

C. INVOICE SUBMISSION AND PAYMENTS

Florida Housing will reimburse Grantee upon completion of each home as outlined in Item B., Deliverables, above. Grantee may only receive payment of funds under this Agreement for allowable costs incurred during the Agreement period. Grantee will refund any funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement.

Grantee shall provide:

1. One invoice for each completed home for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Florida Housing may request any information from Grantee that Florida Housing deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice

package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement.

2. The Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period for each invoice.

3. The final leveraging ratio upon completion of the 25+ homes shall include the valuation of all homes including 100% of all construction expenses and/or all modifications, improvements and enhancements, taking into account all in-kind donations, whether or not the home and any modifications, improvements or enhancements were donated to, or purchased by, Grantee and includes third-party labor and material costs, closing costs and final tax payments. The "overall leveraging ratio", as such term is used in Part C.2 of Section 6 of the RFP (Exhibit A), refers to the final leveraging ratio for all 25 homes covered by this grant, determined on a cumulative basis, and does not require that each completed home/project reflect a 4:1 leveraging ratio.

4. A cover letter signed by the Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (a) are specifically for the project represented to Florida Housing in the budget appropriation; (b) are for one or more of the components as stated in Section B, Deliverables and Scope of Work; (c) have been paid; and (d) were incurred during the Agreement period.

5. Before and after photographs of the completed work.

D. REPORTING

Grantee agrees to provide:

1. Quarterly reports detailing all progress made relating to the Deliverables. Quarterly reports are due to Florida Housing within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are March 31, June 30, September 30, December 31. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, the Minority and Service-Disabled Veteran Business Enterprise Report outlined below, and all reports which are required pursuant to this Agreement. The summary must also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement.

2. The Minority and Service-Disabled Veteran Business Enterprise Report will summarize the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant.

E. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM

Failure to complete deliverables in accordance with the requirements of this Agreement will result in Florida Housing's assessment of the specified financial consequences. Should Florida Housing and Grantee agree to a corrective action plan under the terms of this Agreement, the plan may specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Florida Housing's right to terminate the Agreement.

F. USE OF STATE FUNDS TO PURCHASE OR IMPROVE REAL PROPERTY

In accordance with Section 287.05805, Fla. Stat., and notwithstanding Exhibit A, Section Four, Item B., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee will grant Florida Housing a security interest in the property at least to the amount of state funds provided for at least five years from the date of purchase, the completion of improvements, or as further required by law.

Upon the expiration of this Agreement, Grantee will be authorized to retain ownership of the improvements to real property so long as:

1. Grantee is not sold, merged, or acquired;
 2. The real property subject to the improvements is owned by the Grantee;
- and
3. The real property subject to the improvements is used for the purposes provided in the Agreement.

If the Grantee is unable to satisfy these requirements during the five-year timeframe, Grantee will notify Florida Housing no later than 30 days prior to the deficiency occurring, or immediately upon discovery of the deficiency. Florida Housing retains the right to demand reimbursement of part or all of the funding provided to the Grantee in this Agreement, should a deficiency occur.

G. FLORIDA SINGLE AUDIT ACT REQUIREMENTS

Grantee meets the definition of "recipient" under Section 215.97(2), Fla. Stat., and must comply with the Florida Single Audit Act, including the following requirements:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations). In determining the state financial assistance expended in its fiscal year,

the recipient shall consider all sources of state financial assistance, including state financial assistance through Florida Housing, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215:97(2), Florida Statutes, and Chapters 10.550 local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's (Grantee's) resources obtained from other than State entities).

4. Annually, within 60 days of the close of Grantee's fiscal year, Grantee shall electronically submit a Single Audit Compliance Certification statement to Florida Housing's Program Contact listed in Item J of the Agreement stating that it will timely comply to all applicable state single or project-specific audit requirements of Section 215.97, Fla. Stat and/or 2 CFR Part 200, Subpart F, as revised and as applicable.

5. Additional information regarding the Florida Single Audit Act can be found at: https://flauditor.gov/pages/tech_nonprofit.html.