

**CONTRACT FOR
TECHNICAL ASSISTANCE PROVIDER SERVICES BETWEEN
FLORIDA HOUSING FINANCE CORPORATION
AND
FLORIDA HOUSING COALITION, INC.**

This Contract for TA Provider Services, 032-2021 (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 FLORIDA HOUSING COALITION, INC. (TA Provider), located at 1311 N. Paul Russell Road, Suite B201, Tallahassee, FL 32301. Upon execution by both parties, this Contract shall become effective on January 7, 2022 (Effective Date).

RECITALS

- A. The TA Provider represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide TA Provider Services identified herein and offers to perform those services described in Exhibit A, Request for Qualifications (RFQ) 2021-04 attached hereto and incorporated herein.
- B. Florida Housing has a need for such services and does hereby accept the offer of the TA Provider 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 TA Provider 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 2021-04
Exhibit B, Fees

B. ENGAGEMENT OF THE TA PROVIDER

The TA Provider agrees to provide services in accordance with the terms and conditions hereinafter set forth. The TA Provider agrees to perform the services set forth in Exhibit A, and as otherwise stated in this Contract. The TA Provider understands and agrees that all services under this Contract are to be performed solely by the TA Provider, 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 the Effective Date. If the parties mutually agree in writing, the Contract may be renewed once for an additional three-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 TA Provider 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 TA Provider 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 TA Provider shall be compensated as described in 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 TA Provider, its agents, its servants, or employees, and the TA Provider specifically accepts responsibility for its acts, omissions or negligence and for the acts, omissions or negligence of its agents, servants or employees, and shall defend and hold Florida Housing harmless from and against the claims of any party arising out of or claimed to arise out of any such acts, omissions, or negligence.

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

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

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

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

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 TA Provider or assign any future transaction to the TA Provider 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 TA Provider 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 TA Provider 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 TA Provider in

this Contract is inaccurate, false or misleading in any respect;

b. If any warranty or representation made by the TA Provider 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 TA Provider 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 TA Provider has failed to perform or complete any of the services identified in the attachments;

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

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

h. If the TA Provider commits fraud in the performance of its obligations under this Contract; or

i. If the TA Provider 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 TA Provider 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 TA Provider of the length of the Cure Period in the Notice of Default.

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

are not limited to the following:

- a. Florida Housing may terminate the Contract on the tenth (10th) day after the TA Provider 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 TA Provider 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 TA Provider to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the TA Provider 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 TA Provider at the address set forth in Section J, Administration of Contract, herein.
2. The TA Provider 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 TA Provider shall be responsible for all costs arising from the resignation of the TA Provider and the costs associated with the appointment of and transition to a successor TA Provider.

J. ADMINISTRATION OF CONTRACT

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

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

3. The TA Provider's contract administrator for this Contract is:

Ashon Nesbitt
Chief Programs Officer
Florida Housing Coalition, Inc.
1311 Paul Russell Road, Suite B-201
Tallahassee, Florida 32301
Office: 813.476.4170
E-mail: Nesbitt@flhousing.org
or the designated successor.

4. All written approvals referenced in this Contract 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 TA 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 TA 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 TA 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 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 TA 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. Confidentiality

a. If the TA Provider asserts that any information or materials intended to be delivered or provided under this Contract constitute a trade secret, or are otherwise confidential or exempt from the public records disclosure requirements of Florida's Public Records Law, such assertion must be made in writing to Florida Housing's Contracts Administrator upon submitting them to Florida Housing.

b. It is the TA Provider's obligation and responsibility to maintain the secrecy of trade secrets and the confidentiality of other confidential information by adequately marking such materials as confidential or exempt before forwarding such information or materials to Florida Housing.

c. In the case of work product furnished to Florida Housing pursuant to this Contract that is confidential, the TA Provider will treat such materials as confidential and will not reveal or discuss such materials or any other information learned as a result of this Contract with any other person or entity, except as authorized or directed by Florida Housing.

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 TA Provider is required to disclose or publish the existence or terms of transactions under this Contract pursuant to Florida's Public Records Law, then the TA Provider 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 TA Provider brings to the performance of this Contract a pre-existing copyright, patent or trademark, the TA Provider 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 TA Provider 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 TA Provider shall notify Florida Housing in writing. Any and all copyrights or trademarks created by or in direct connection with the performance under this Contract are hereby reserved to Florida Housing.

c. All subcontracts or other arrangements entered into, by the TA Provider, with prior written approval and consent of Florida Housing, for the purpose of developing or procuring copyrightable materials (e.g. audiovisuals, computer programs, software, publications, curricula, research materials or training materials, etc.) shall specifically reference and reserve Florida Housing's exclusive

rights to use and exploit copyrights and licenses to the extent permitted by copyright law and Florida Statutes.

4. Files

a. Contents of the Files: The TA Provider shall maintain files containing documentation to verify all compensation to the TA Provider in connection with this Contract, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by the TA Provider in connection with this Contract. The TA Provider 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 TA Provider 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 TA Provider and its employees shall allow Florida Housing or its agent(s) access to its files during normal business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, provided such day is not a holiday.

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 TA Provider under this Contract shall be submitted to Florida Housing within 15 days of such termination at the expense of the TA Provider.

L. PERSONALLY IDENTIFIABLE INFORMATION (PII); SECURITY

1. If the TA Provider or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Contract, the TA Provider 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 TA Provider 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 TA Provider or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Contract, the TA Provider shall provide Florida Housing with insurance information for stand-alone cyber liability coverage,

including the limits available and retention levels. If the TA Provider does not carry stand-alone cyber liability coverage, the TA Provider 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 Contract.

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

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

6. The TA Provider 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 TA Provider 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 TA Provider must abide by provisions set forth in section 501.171, Fla. Stat. Additionally, the TA Provider 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 TA Provider'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 TA Provider 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 TA Provider. 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 TA Provider understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.

6. The TA Provider understands and agrees to comply with the provisions of Section 448.095, 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 TA Provider 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 TA Provider 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 TA Provider also certifies that the undersigned possesses the authority to legally execute and bind the TA Provider 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(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 TA Provider 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 TA Provider 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 TA Provider will provide an e-mail notification to Florida Housing's Contract Administrator within 10 working days. If Florida Housing, in its sole discretion, finds the TA Provider 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 TA Provider or assign any future transaction to the TA Provider 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Contract Number 032-2021, each through a duly authorized representative, effective on the Effective Date.

FLORIDA HOUSING COALITION, INC.

By: Jaimie A. Ross

Name/Title: Jaimie A. Ross, CEO

Date: December 27, 2019

FEIN: 59-2235835

FLORIDA HOUSING FINANCE CORPORATION

By: Hugh R. Brown

Name/Title: Hugh R. Brown/General Counsel

Date: 12-29-21

EXHIBIT A

REQUEST FOR QUALIFICATIONS (RFQ) 2021-04
TECHNICAL ASSISTANCE PROVIDER SERVICES
for
FLORIDA HOUSING FINANCE CORPORATION

June 22, 2021

SECTION ONE INTRODUCTION

Florida Housing Finance Corporation (“Florida Housing”) is soliciting competitive, sealed responses from qualified firms to provide technical assistance 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. Respondents will be selected and determined through Florida Housing’s review of each response, considering the factors identified in this RFQ. Florida Housing expects to select one or more Respondents that propose to provide all of the services specified in this RFQ.

SECTION TWO DEFINITIONS

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

“Applicant”	The entity that has applied for or has been awarded financial assistance under a Florida Housing program.
“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 RFQ.
“Days”	Calendar days, unless otherwise specified.
“Demonstration Loan”	Florida Housing loan(s) issued through a competitive solicitation process designed to address a specific housing need for a targeted group pursuant to Sections 420.507(41) and 420.5089(4), Fla. Stat.
“Development”	A property that is proposed to be or will be developed by an Applicant.
“Development Plan”	The written description/narrative of the proposed Development submitted to Florida Housing Finance Corporation by an Applicant with the concurrence of the Technical Assistance Provider detailing the Applicant’s objectives and goals with respect to the Development, from formulation of the Development concept through construction, leasing, operation and/or sale. The

	Development Plan will clearly set forth the Applicant's anticipated sources to fund all anticipated predevelopment expenses, including those in excess of the amounts to be requested under the Predevelopment Loan Program, if any, and the expected sources and uses of construction and permanent financing.
“Effective Date”	The date the last party signs the contract that is awarded as a result of this RFQ.
“Farmworker”	As defined in Section 420.503(18), Fla. Stat.
“Florida Housing”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
“PLP”	The Predevelopment Loan Program, pursuant to Sections 420.521-420.529, Fla. Stat., and Fla. Admin. Code R. 67-38, et al.
“Respondent”	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 Respondent to this RFQ.
“RFQ”	This RFQ, including all exhibits referenced in this document and all other documents incorporated by reference.
“Technical Assistance Recipient” or “TA Recipient”	An Applicant that is receiving technical assistance services from a Florida Housing contracted Technical Assistance Provider.
“Technical Assistance Provider” Or “TA Provider”	A person or entity that has been awarded a contract under this RFQ and that provides the services described in Section Four below.
“Website”	The Florida Housing Finance Corporation website, the URL of which is www.floridahousing.org .

SECTION THREE PROCEDURES AND PROVISIONS

A. Respondents will submit their Response to:

<https://www.floridahousing.org/legal/procurements/RFQ-2021-04-Document-Upload>

Florida Housing must receive the entire Response on or before 2:00 p.m., Eastern Time, on July 22, 2021 as Responses will be opened at that time. Any Responses received after the deadline will be considered non-responsive. One complete copy of the response in PDF format is preferred, unless specified otherwise in Section Six below, and the file name ought to contain a reference to both the solicitation number (RFQ 2021-04) and the name of the Respondent. Please note that the site will ask for the Respondent's contact information and the solicitation number prior to being able to upload the Response. Florida Housing will not accept a mailed or faxed Response.

B. This RFQ 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 RFQ;
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 RFQ in writing via e-mail to the Contract Administrator at Contract.Admin@floridahousing.org. All questions must be submitted no later than 2:00 p.m., Eastern Time, on July 1, 2021. Phone calls will not be accepted. Florida Housing expects to respond to all questions in writing by 5:00 p.m., Eastern Time, on July 8, 2021. 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-qualifications>.

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 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., will constitute a waiver of proceedings under Chapter 120, Fla. Stat.

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

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 RFQ at any point prior to the due date for Responses. A notice of such modification will be posted on Florida Housing's Website. 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 RFQ, and any modifications thereto, will be incorporated into any contract offered as a result of this RFQ. 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

The Technical Assistance (TA) Provider will provide technical assistance for each TA Recipient either at the development location or remotely by telephone, e-mail, or web conferencing. The TA Provider must comply with relevant rules of Florida Housing and with applicable requirements of the Contract. The TA Provider will provide the services described below as needed, and Florida Housing reserves the right to amend any contract awarded under this RFQ to adjust or add to the scope to include any new programs that may be implemented during the term of the agreement(s).

A. General TA Services:

1. Instruct TA Recipients on how to evaluate and assess local affordable housing needs, particularly as they relate to needs that the TA Recipient is interested in serving.
2. Evaluate the viability of the proposed development related to market conditions, type of housing being proposed, funding sources available, and capacity of the applicant entity.
3. Assist TA Recipients with local issues, such as avoiding or dealing with NIMBY (Not in My Back Yard) issues, working in partnership with local government, neighborhoods, or other parties, if needed, to resolve the issues.
4. Instruct TA Recipients on effective strategies to address the housing needs of special needs populations, including but not limited to development and management of permanent supportive housing that is integrated into the community, and development and management of partnerships with local supportive service agencies and other partners to ensure that case management and community-based supportive services are readily available to residents of such housing.
5. Provide information and technical assistance on land use issues such as comprehensive plan amendment process, rezoning, or any other land development regulation process relevant to the Development.
6. Provide information and technical assistance in developing public-private partnerships with supportive service agencies, governmental agencies, faith-based organizations, and financial institutions.
7. Instruct TA Recipients on the importance of leveraging funds and obtaining government, philanthropic, and other contributions by providing information and direction to other financing resources.
8. Instruct TA Recipients on effective resources to learn how to build affordable energy efficient housing, including water conservation and green building techniques, and how to incorporate universal design and visitability features into units.
9. Instruct TA Recipients regarding the professional expertise needed on a development team and directing TA Recipients on how to assemble a qualified development team. The TA Provider will provide information regarding necessary qualifications and the roles for Development team members and provide advice as to the type of development team members and joint ventures necessary for the TA Recipient's specific development and financing requirements. The TA Provider will not make referrals to specific individuals, firms, or companies, except that the TA Provider may provide a list of consultants that have previously served as consultant to any Applicant in any Florida Housing competitive cycle. The TA Provider will verify the qualifications of development consultants that are being paid under the category of "consultant."

10. Provide technical assistance to each TA Recipient to:
 - a. Implement its Development Plan (if required);
 - b. Submit requests for disbursements of funds from Florida Housing;
 - c. Execute required documents;
 - d. Assist in the research of potential construction/permanent financing for the proposed Development and the application procedures required for these sources; and
 - e. Complete the due diligence checklist for credit underwriting.

11. Instruct TA Recipients on Florida's system of local governance, including budgeting, public meetings, and public records management.

12. Attend and participate in meetings on behalf of Florida Housing as requested, including Board meetings. Meetings may be held in Tallahassee or other designated locations in Florida. The TA Provider may be requested from time to time to speak at various meetings regarding a proposed Development.

13. Conduct an initial site visit to each TA Recipient unless Florida Housing directs otherwise.

14. Assist TA Recipients with internal control issues such as accounting, record keeping, separation of duties, and technological guidance.

15. Assist TA Recipients' staff members and Boards of Directors with organizational issues and due diligence relevant to the predevelopment, development and operations of the intended affordable housing and households served. Technical assistance shall focus on respective requirements and best practices.

16. Review the Applicant's loan disbursement requests to determine that the request is in compliance with Florida Housing requirements prior to submitting to Florida Housing.

17. Provide a monthly report for each program to Florida Housing containing all billable TA activities for each Applicant performed during the previous month, which must include a log documenting technical assistance activities and the number of hours expended in the following categories:
 - a. Site visits;
 - b. Telephonic or virtual meeting assistance;
 - c. Written correspondence; and
 - d. Other activities requested or approved by Florida Housing.

18. If required by Florida Housing, provide a written final report at the end of the contract period to Florida Housing summarizing all activities performed for a specific TA Recipient.

19. Provide additional program updates and information as requested by Florida Housing within two business days after receiving Florida Housing's request.

B. Special PLP Services:

1. Compile all information required to submit a Development Plan to Florida Housing for approval or denial of a PLP loan. The Development Plan must be submitted to Florida Housing according to established procedures and in a timely manner in accordance with Board submission deadlines.

2. Provide information about Florida Housing programs and other state, federal, local, and private affordable housing programs available to TA Recipients.

3. Instruct PLP TA Recipients that all proceeds of any PLP loan must comply with Fla. Admin. Code R. 67-38.008, and any use of funds that fails to comply with this Rule is an ineligible use of the loan proceeds.

4. If a PLP loan recipient is requesting an extension to the maturity date of the loan, evaluate the request and submit a written recommendation to Florida Housing to approve or deny the extension to the term of a loan pursuant to Fla. Admin. Code R. 67-38.

5. Submit a Development Plan to Florida Housing with a recommendation for approval or denial of the development for funding.

C. Special Services during Pre-Construction and Construction:

1. Review contracts and qualifications of development partners including, but not limited to, joint venture partners, general contractor, sub-contractors, development consultant, and the management company if one is to be used.

2. Advise TA Recipient on scheduling of development process and construction.

3. Advise TA Recipient on local issues and processes including, but not limited to, permitting approval, zoning issues and inspections.

4. Review payments to general contractor and other vendors to ensure payment is warranted and being done within all applicable Florida Housing, State and Federal guidelines.

5. Coordinate with the TA Recipient to prepare for and complete any requirements of the credit underwriter.

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 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 RFQ 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 RFQ, 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(33), Fla. Stat.

D. The Respondent further affirms it is in compliance with Section 420.512(5)(c), Fla. Stat.

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

F. 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.

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

a. Keep and maintain public records required by 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's custodian of public records, in a format that is compatible with Florida Housing's information technology systems.

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.

H. 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 RFQ, unless that Respondent has Florida Housing's written consent after Florida Housing has been fully informed of such activities in writing.

I. 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 the 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.

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

K. 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 MANDATORY ITEM. FAILURE TO INCLUDE THE CERTIFICATION

STATEMENT BEARING AN ORIGINAL SIGNATURE, EXACTLY AS STATED AND WITHOUT ANY ADDITIONS, DELETIONS OR CAVEAT LANGUAGE, WILL RESULT IN REJECTION OF THE RESPONSE.

“I agree to abide by all conditions of RFQ 2021-04 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 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 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.) and address and telephone number of the Respondent.

B. GENERAL INFORMATION

1. Provide evidence that the Respondent is qualified to do business in the State of Florida.
2. Describe the Respondent’s ability to provide the services requested in Section Four of this RFQ immediately upon award of the contract.
3. Provide a statement of any other qualifications or services, which the Respondent considers to be significant, innovative or otherwise relevant to Florida Housing.

C. WORK PLAN FOR SCOPE OF SERVICES

Describe the Respondent’s plan to provide the services for each of the items requested in Section Four of this RFQ. Include specific details of staffing for TA, office locations, ability to provide onsite TA and estimated number of TA Recipients that can be assisted at one time.

D. EXPERIENCE AND RESOURCES

1. Describe the Respondent’s experience in providing services or engaging in activities that are similar to the work being requested in Section Four of this RFQ. Include information expressly detailing experience in providing services related to affordable housing development in Florida.

2. List the names of all the Respondent’s personnel who will be assigned to perform the services requested in Section Four of this RFQ, and describe each identified personnel’s qualifications and experience. For each staff member, provide a detailed explanation of their key areas of expertise and to what services listed in Section Four of this RFQ they will be assigned. Providing a list of staff without detailed descriptions of how each will be assigned to perform the services requested will not suffice to answer this subsection.

3. Provide a list of three affordable housing developments with which the Respondent has been involved. Include the development name, street address, contact name, and phone numbers for these references. Describe in detail the role the Respondent performed in the predevelopment and development process.

E. FEES

1. Provide the proposed fees to be charged in connection with the services described in Section Four of this RFQ in Table 1 below:

TABLE 1 - FEES	
A. Initial Visit (flat fee)	\$
B. Hourly Rate	\$ per hour

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.

FINAL FEE SCHEDULE WILL BE SUBJECT TO NEGOTIATION.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

F. 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 RFQ 2021-04, that the Respondent has implemented a drug-free workplace program pursuant to Section 287.087, Fla. Stat.

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

G. 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 RFQ 2021-04, that the Respondent is a “minority business enterprise” as defined in Section 288.703(3), Fla. Stat.

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

H. CERTIFICATION (**Mandatory Item**)

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**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 RFQ 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. General Information.....	10
C. Work Plan for Scope of Services.....	35
D. Experience and Resources.....	35
E. Fees	20
Total Points Available.....	100

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 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. 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 FEES

A. Initial On-Site Visit: The initial on-site visit is required to occur within 30 days of the assignment of a new PLP application to a TA Provider unless the timeframe is extended by Florida Housing. The on-site visit is for the purpose of reviewing the Applicant's plan for the proposed development, and must include a visit to the physical development site.

The visit should result in starting the process of formulating the development plan that will be presented to the Florida Housing Board of Directors for approval. A detailed description of the on-site visit is required as part of the invoice for the appropriate month in which the service was provided.

On-site Fee: \$1,600.

NOTE: Any subsequent on-site visits will require approval from Florida Housing prior to the service being provided, and fees for subsequent on-site visits will be negotiated on a case-by-case basis.

B. Hourly Fees: Most technical assistance can be provided off-site via e-mail, telephone and web based applications. These fees cover all technical assistance activity provided to the Applicant including, but not limited to:

- Preparation and submission of the development plan to Florida Housing;
- Guidance on construction funding sources;
- Building a development and/or management team to meet requirements to apply for Florida Housing resources related to developments providing permanent supportive housing or targeted to special needs and homeless populations;
- Accessing publicly and privately funds and resources to support the development and operations of affordable and permanent supportive housing targeted to homeless or special needs persons, including development grants and loans, rental assistance and supportive services funds;
- Developing and implementing outreach, marketing or tenant selection plans that appropriately target the intended residents while meeting federal, state and Florida Housing requirements;
- Building effective community partnerships to develop and implement coordinated approaches to identify and meet local homeless and supportive housing needs, and facilitate and promote the full integration of a development's residents into the community;
- Assisting with local processes (permitting, zoning); and,
- Preparation and submission of loan draw requests.

Hourly Fee: \$150. Billing will be rounded to the nearest quarter hour of time provided.