FIRST AMENDMENT TO CONTRACT NUMBER 009-2022

THIS FIRST AMENDMENT ("Amendment") to CONTRACT NUMBER 009-2022 is entered into and effective as of April 27. 2022, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and CANOPY MANAGEMENT CONSULTING GROUP, LLC ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 009-2022, dated April 27, 2022, ("Contract") wherein Service Provider agreed to provide or perform IT Staff Augmentation services pursuant to Request for Quote 2022-07 and State Term Contract #80101507-21-STC-ITSA. As used herein, "Contract" shall include within its meaning any modification or amendment to the Contract.
- B. The initial term of the Contract was for three months, beginning April 27, 2022, and ending July 26, 2022.
- C. Section C of the Contract provides that the Contract may be renewed for a period of up to three months.
- D. Florida Housing and Service Provider wish to renew the Contract through August 31, 2022, 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. <u>Effective Date: Recitals</u>. 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. <u>Renewal.</u> The Contract is hereby renewed for a term beginning July 27, 2022 and ending August 31, 2022. 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. <u>Amendment.</u> The first page of Exhibit C (Purchase Order) is hereby deleted in its entirety and replaced with the following.



Purchase Order

22-001 (Amended)

Order Date

Vendor:

Canopy Management Consulting Group, LLC

Attn: Brian Swords (Managing Partner)

118 N. Monroe St., Unit 402

Tallahassee, FL 32301

Ship To: Florida Housing Finance Corporation Suite 5000 227 N. Bronough St. Tallahassee, FL 32301-1329

Ven	dor Vendor Fa	ax# Vendo	Telephone #	Ship Via	FOB		Terms	
		850 /	391 - 0596			Due	upon receipt	
Buyer	Contact I	Name		Remarks	8	Freight	Tax (Y/N)	
Ĩ	Brian Swords (Ma Brian.Swords@		STC #	80101507-21-STC-I	TSA		N	
Line	Qty Ordered	Unit of Measure	Your Item NL	Your Item Number Our Item Number		Unit Price	Extended Price	
	Qty Received	Qty Oper		Item Description	<u> </u>	Date Required	Externed Fride	
1	120	EACH				95.00000		
1		1	IT Staff Augmen 20 Business Analy	ntation Services – Advanc vst	ced		11,400.00	
1.1	60	EACH				95.00000		
2			IT Staff Augmen 50 Business Analy	ntation Services – Advance st - additional hours expe	cted.		5,700.00	
3								
4								
5								
6								
7			-					
						ixable Subtotal ble Subtotal	17,100.00	
					Total	Order	17,100.00	

Authorized Signature

Page 1 Print Date: 7/13/22 9:00 AM

First Amendment Contract #009-2022 2

Vendor Original

D. General Terms and Conditions.

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

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

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

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT to Contract Number 009-2022, by a duly authorized representative, effective as of the Effective Date.

CANOPY MANAGEMENT CONSULTING GROUP, LLC

By: July

Name/Title: Brian Swords / Managing Partner

Date: 7/14/2022

FEIN: 85-3291716

FLORIDA HOUSING FINANCE CORPORATION

0.02 By

Name/Title: Hugh R. Brown, General Counsel

Date: 7/15/2022

CONTRACT FOR IT STAFF AUGMENTATION SERVICES BETWEEN FLORIDA HOUSING FINANCE CORPORATION AND CANOPY MANAGEMENT CONSULTING GROUP LLC

This Contract for IT Staff Augmentation Services, 009-2022 (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 CANOPY MANAGEMENT CONSULTING GROUP LLC (Contractor), located at 118 N. Monroe St., Unit 402, Tallahassee, FL 32301. Upon execution by both parties, this Contract shall become effective as of the date the last party signs (Effective Date).

RECITALS

- A. The Contractor represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide IT Staff Augmentation Services identified herein and offers to perform those services described in Exhibits A and B, attached hereto and incorporated herein.
- B. Florida Housing has a need for such services and does hereby accept the offer of the Contractor upon the terms and conditions outlined in both this Contract and in State Term Contract #80101507-21-STC-ITSA. To the extent any provisions within this Contract and the State Term Contract differ, the State Term Contract provisions shall prevail.
- C. Florida Housing has the authority pursuant to Florida law to direct disbursement of funds for compensation to the Contractor 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, Scope of Work Exhibit B, Contractor's Response to Request for Quote 2022-07 Exhibit C, Purchase Order 22-001

B. ENGAGEMENT OF THE CONTRACTOR

The Contractor agrees to provide IT Staff Augmentation Services in accordance with the terms and conditions hereinafter set forth. The Contractor agrees to perform the services set forth in State Term Contract #80101507-21-STC-ITSA, and as otherwise stated in this Contract, inclusive of Exhibits. The Contractor understands and agrees that all services under this Contract are to be performed solely by the Contractor, and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing.

C. TERM OF CONTRACT

The initial term of this Contract shall be for three months from the Effective Date. If the parties mutually agree in writing, the Contract may be renewed once for an additional three-month 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 Contractor 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 Contractor 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 Contractor shall be compensated at a rate of \$95 per hour.

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

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

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

 The Contractor 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 Contractor.

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

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

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

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

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

i. If the Contractor 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 Contractor 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 Contractor of the length of the Cure Period in the Notice of Default.

4. If Florida Housing provides a Cure Period and if the Contractor 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 Contractor 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 Contractor 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 Contractor to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Contractor 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. <u>TERMINATION</u>

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

2. The Contractor may terminate this Contract, without cause, at any time upon 30 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 Contractor shall be responsible for all costs arising from the resignation of the Contractor and the costs associated with the appointment of and transition to a successor Contractor.

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:

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

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

Brian Swords Managing Partner Canopy Management Consulting Group LLC 118 N. Monroe Street, Unit 402 Tallahassee, FL 32301 Office: 850.391.0596 E-mail: Brian.Swords@cmcgfla.com 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor 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 Contractor is required to disclose or publish the existence or terms of transactions under this Contract pursuant to Florida's Public Records Law, then the Contractor 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 Contractor brings to the performance of this Contract a pre-existing copyright, patent or trademark, the Contractor 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 Contractor 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 Contractor 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 Contractor, 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 Contractor shall maintain files containing documentation to verify all compensation to the Contractor 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 Contractor in connection with this Contract. The Contractor 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 Contractor 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 Contractor 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 Contractor under this Contract shall be submitted to Florida Housing within 15 days of such termination at the expense of the Contractor.

L. PERSONALLY IDENTIFIABLE INFORMATION (PII); SECURITY

1. If the Contractor or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Contract, the Contractor 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 Contractor 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 Contractor or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Contract, the Contractor shall provide Florida Housing with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If the Contractor does not carry stand-alone cyber liability coverage, the Contractor 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 Contractor 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 Contractor agrees to maintain reasonable network security at all times that, at a minimum, includes a network firewall.

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

6. The Contractor 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 Contractor 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 Contractor must abide by provisions set forth in section 501.171, Fla. Stat. Additionally, the Contractor

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 Contractor'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 Contractor 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 Contractor. 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor also certifies that the undersigned possesses the authority to legally execute and bind the Contractor 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 Contractor 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 Contractor become aware of any 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 Contractor 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 Contractor 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 swith the Contractor or assign any future transaction to the Contractor 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.

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IN WITNESS WHEREOF, the parties have executed this Contract Number 009-2022, each through a duly authorized representative, effective on the Effective Date.

CANOPY_MANAGEMENT CONSULTING GROUP LLC By:

Name/Title: Brian Swords / Managing Partner

Date: 04/27/2022

FEIN: 85-3291716

FLORIDA HOUSING FINANCE CORPORATION

0 0.02 Bv:

Name/Title: ____Hugh R. Brown/General Counsel

Date: 4-27-22

EXHIBIT A SCOPE OF WORK

The Contractor has assigned Ms. Detra Arnold to this engagement for an Advanced Business Analyst, who will be responsible collaborating with ProLink Solutions, Inc., and Florida Housing staff on the following tasks:

- A. Assist with open ZenDesk Tickets with ProLink
 - 1. Ticket #10026 8609 PP Data Update at Property Level
 - ProLink has agreed to add Average Income to the dropdown at the deal and property levels, along with the functionality to develop the 8823 transfer and BIN transfers at PP Update
 - 3. Business Analyst will test it in the UAT environment and then again once it is deployed to the Production environment.
 - 4. Business Analyst will provide staff with training, updated process maps and manuals on new functionality.
- B. Ticket #11384 Entities Replace Error
 - 1. Attempting to replace a contact on an entity but receiving an error message. The pre-conditions are: Make the entity contact that is being replaced 'Inactive', be sure that the new entity contact replacement is listed as an 'Active' contact for the entity.
 - Business Analyst will test in the Production environment to be sure the issue is resolved.
 - 3. Business Analyst will provide staff with training, updated process maps and manuals on new functionality.
- C. Ticket #12039 Workflow email not sending
 - Florida Housing staff created a workflow for CNA Checklist item (CNA ordered by Credit Underwriter) All conditions were met for this workflow to trigger an email. After testing there was no email sent. Staff are also experiencing an issue with the 'Tax Form 8609 Issued' workflow. This workflow should only be triggered when the Stage is updated to '8609AppFeasibility' with a status of 'Approved'.
 - 2. Business Analyst will test the fix presented by ProLink and then create the workflow in the Production environment.
 - 3. Business Analyst will provide staff with training, updated process maps and manuals on new functionality.
- D. Ticket #16209 Procorem Punctuation Problem
 - There is an issue in Procorem wherein Florida Housing staff cannot search or add a name with punctuation. A WorkCenter was renamed "Casa Sant'Angelo Apartments" and it saves as ": Casa Sant&39#Angelo" The same issue occurs when searching for a development with punctuation, e.g., "Max's Landing." The software does not return results and adds different characters in place of the apostrophe.

- 2. Business Analyst will test it in the UAT environment and again once it is deployed to the Production environment.
- 3. Business Analyst will provide staff with training, updated process maps and manuals on new functionality.
- E. Assist with ProLink/Procorem Change Requests
 - 1. CR 21002 Procorem Email Notifications by Role Feature
 - 2. This feature is now available in Procorem. The Business Analyst will assist the team with implementation of this feature.
 - 3. Business Analyst will provide staff with training, updated process maps and manuals on new functionality.
- F. Creation of a Non-Competitive Application SmartDoc
 - 1. Florida Housing has provided the ProLink team with the necessary requirements needed to map this document as a SmartDox. Once the document is finalized Business Analyst will meet with the MF team to make any modifications to the requirements and then present those updates to ProLink so that the SmartDox mapping can begin.
 - 2. Business Analyst will provide staff with training, updated process maps and manuals on new functionality.
- G. Assist with User Group Requests
 - 1. Comments Hub on DEV and TCA Deals Now available in ProLinkHFA UAT. Staff have tested this in ProLinkHFA UAT and it passed.
 - 2. Once this ticket is released into the production environment, the Business Analyst will test to be sure the issue is resolved.
 - 3. Business Analyst will provide staff with training, updated process maps and manuals on new functionality.
- H. Assist with training new employee hire in Business Analyst position.

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EXHIBIT B CONTRACTOR'S RESPONSE TO REQUEST FOR QUOTE 2022-07



Providing a clear path forward.

Florida Housing Finance Corporation Request for Quote 2022-07 Advanced Business Analyst



March 31, 2022

Jenny Marshall Contract Administrator 227 N. Bronough St. Suite 5000 Tallahassee, FL 32301

Dear Ms. Marshall,

On behalf of Canopy Management Consulting Group (Canopy), we are pleased to present our response to your Request for Quote (RFQ) to furnish an Advanced Business Analyst for Florida Housing Finance Corporation.

Canopy, a Florida-based small business, was established in 2020 to utilize extensive industry experience and harness technological innovation to drive client success. At Canopy, we have extensive experience in the public and private sectors, and our service areas include information technology project management and business analysis, system implementation, accounting and financial analysis, grants management, and organizational change management.

Our team leverages over 30 years of experience in governmental finance and information technology practice from both hands-on and leadership roles. We have served state agencies, universities, and local governments by providing relevant and effective business analysis as part of our team's professional experience, as well as some of our firm's early engagements.

Our experienced Business Analyst will provide you with the knowledge and experience to ensure that the desired objectives for the implementation of the ProLinkHFA/Procorem software suite are achieved in a timely and cost-effective manner. We are a Tallahassee-based company that is ready to support Florida Housing Finance Corporation and meet the specific needs of this request.

We've prepared a proposal to directly address the requirements of your RFQ and demonstrate that the Canopy Team brings the experience and credentials needed to assist the Florida Housing and ProLink teams in successfully completing the open ZenDesk tickets, ProLink/Procorem change requests, and User Group Feature requests, and to assist in training the new employee to be hired in the Business Analyst position. Canopy's primary and backup contacts for day-to-day communication with Florida Housing are listed below:

Primary Contact Brian Swords Managing Partner 118 N. Monroe St., Unit 402, Tallahassee, FL 32301 850-391-0596 Brian.Swords@cmcgfla.com Backup Contact Damon Steffens Managing Partner 118 N. Monroe St., Unit 402, Tallahassee, FL 32301 850-766-6527 Damon.Steffens@cmcgfla.com

We believe the Canopy Team is the best choice to help Florida Housing Finance Corporation achieve its goal of implementing the ProLinkHFA/Procorem software suite successfully. We look forward to the opportunity to work with you.

Sincerely,

Brian Swords

Managing Partner

Canopy Management Consulting Group

Advanced Business Analyst: Detra Arnold

Canopy has extensive professional experience in the areas of Information Technology, Business Analysis, Process Improvement, and Process Documentation. As the following resume demonstrates, Advanced Business Analyst Detra Arnold brings deep experience in Business Analysis and, particularly, the ProLinkHFA and Procorem software suite.

Most Recent Level of Responsibility

In her most recent role, Detra served as a Business Analyst utilizing the ProLinkHFA and Procorem software suite and performing the following duties:

- Documented and developed written requirements based on the needs of the multi-family business unit, seeking input and guidance as necessary and appropriate from other business units.
- Created and updated business process flow diagrams for multifamily workflows relating to ProLink and Procorem systems.
- Worked with IT to design user functionality within systems to accomplish unit goals/needs.
- Established a positive rapport with internal (various business units) and external (ProLink personnel, underwriter/servicers, and developer community) stakeholders.
 - Created and maintained documentation, reports, and metrics for the multi-family team based on ProLink and Procorem web-based software tools.

Current Availability

Detra is currently available for the approximately 10 hours per week for a three-month period specified in the RFQ.



Detra Arnold

Senior Consultant at Canopy Management Consulting Group

850.391.0596
118 N. Monroe St., Unit 402, Tallahassee, FL 32301
www.CanopyMCGroup.com
Detra.Amold@cmcgfla.com

Innovative Information Technology professional skilled at enhancing and optimizing business processes to ensure growth and success. Experienced with analyzing internal workflow process to identify areas of enhancement and implementing business development plans and assessing business requirements. Knowledge and experience in the provision of affordable housing and housing construction financing.

EXPERIENCE

Canopy Management Consulting Group

Senior Consultant

- Specializes in providing comprehensive IT consulting, management consulting, and grants management consulting services for private
 organizations and state and local government entities
- Provides expertise and consulting services in the areas of financial administration and reporting, organizational design and development, project management, business process analysis, and organizational change management
- Specialty areas include unemployment insurance/compensation programs and systems, disaster recovery programs and systems, system
 implementation, and organizational people and culture strategies

Florida Housing Finance Corporation

August 2018 - March 2022

March 2022 - Present

Business Analyst

- Worked with the various business units to gather, document, and analyze functional and technical requirements for the ProLink and Procorem project.
- Developed and monitored data quality metrics and provided suggestions for process improvements to ensure data and reporting needs were met.
- Conducted stakeholder analysis to understand nuances and determine the best way to involve and engage stakeholders to meet the
 project's needs.
- Developed, led, and documented Joint Application Development (JAD) sessions based on the needs of the business units.
- · Worked with business units to determine the functional and technical goals of the ProLink and Procorem Project.
- Responsible for the creation of business process modeling and worked in conjunction with the Information Technology (IT) department.
- Served as the liaison between the Business, Project Management Administrator, and IT to ensure project scope was aligned to meet the business needs.
- · Worked with key project stakeholders as well as the business units to formulate and communicate the vision for the project.
- Demonstrated system mockups, prototypes, and simulations to stakeholders to validate approach for enhancements.
- Defined the scope of testing, systems to be tested, resources required for testing, desired types of testing, defect management details, and testing timelines.
- Prepared test plans to include use case and test case scenarios for ProLink, Procorem and SmartDox.
- Prevented and corrected defects by suggesting changes, enhancements, and/or maintenance of the ProLink and Procorem systems to enhance its value.
- Assisted with training as appropriate before and after the ProLink and Procorem project go-live activities.
- Created and maintained reports and metrics for business units based on ProLink, Procorem and Smartdox web-based software
 application tools.

Florida Department of Economic Opportunity

Senior Information Technology Business Consultant

- Proposed IT solutions and developed functional requirements and business cases to meet the needs of our business partners.
- Served as Project Manager over strategic programs including Florida Low-Income Home Energy Assistance Program (LIHEAP).
- Assisted in the development of legislative budget requests, designed and updated IT policies and procedures, and reviewed and revised Project Management Office (PMO) governance documentation.
- Analyzed manual processes for improvement, including partnering with program areas to assess and address opportunity areas.
- Researched approaches used by other State of Florida Agencies to identify projects that would benefit the Department, or approaches that could be leveraged.

Contract #009-2022 Exhibit B January 2018 - August 2018

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Managed the procurement, contracts, and evaluation of IT policies, procedures, practices, and methods.

- Participated in strategic planning, budget review, LBR analysis, and legislative discovery for IT projects and initiatives.
- Assisted in creating and updating the IT strategic plan and the IT operational plan.

Florida Department of Econmic Opportunity

Senior Benefits Analyst Supervisor

- Acted in the absence and under the direction of the Benefits Administrator of Program Development and Support in administering. Change Request Triage, Training developments, and CONNECT development.
- Identified, coordinated, and provided statewide CONNECT training.
- Worked with representatives from all program areas to resolve issues relating to the reemployment assistance program.
- Identified and analyzed problem areas and recommended changes needed to improve and streamline existing procedures.
- Attended Joint Application Development (JAD) sessions for RA CONNECT.
- Analyzed and made recommendations to resolve statewide RA CONNECT program issues.
- Attended development sessions in relation to CONNECT changes to the system and provide direction and guidance to RA management.

Florida Department of Economic Opportunity

Systems Project Consultant

- Developed, led, and coordinated Joint Application Development (JAD) sessions between Information Technology and business stakeholders.
- Created, modified, and managed system documentation including specifications, layout mock-ups, and test cases.
- Obtained design buy-in and acceptance from stakeholders.
- Translated high level business requirements provided by stakeholders into functional design specifications.
- Worked with the development and testing teams to assist with creating test scripts and technical design specifications.
- Prioritized feature requirements, often resulting in multi-phase feature releases.
- Helped business and development teams prioritize work.
- Served as the Business Analyst between the business community and IT to provide technical solutions to meet user needs.

Florida Department of Economic Opportunity

Government Operations Consultant II

- Worked directly with vendor business systems analysts, designers, and developers to validate stakeholder requirements by scheduling, overseeing, and participating in Joint Application Development (JAD) sessions.
- Worked to fully integrate the business requirements into the Reemployment Assistance system, CONNECT.
- Coordinated and approved analysis, design, and associated development responsibilities within the Development, Support, and Training ٠ teams.
- Developed training guides and materials for system users (staff, employers, and claimants), covering all system user roles.
- Identified, coordinated, and provided statewide CONNECT training for staff and employers.
- Analyzed and made recommendations to resolve statewide Reemployment Assistance (RA) training issues and concerns.

Florida Department of Economic Opportunity

Unemployment Compensation Program Specialist

- Conducted research to ensure facts were gathered and interpreted information necessary for determining claimants' eligibility for unemployment compensation (UC) benefits and determining unemployment compensation benefits overpaid.
- Composed and issued written, unbiased determinations to interested parties concerning claimant eligibility for benefits, benefits overpaid, overpayment amounts, overpayment type (non-monetary, fraud or non-fraud) and, when appropriate, the chargeability of employer experience rating accounts.
- Answered inquiries from claimants, employers, Claims and Benefits Offices, government agencies, and other interested parties concerning the UC program, individual claims, and application of the Florida UC Law.

February 2013 - November 2015

July 2011 - February 2013

November 2015 - December 2016

January 2017 - January 2018

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EDUCATION

Keiser University

Master of Arts in Business Administration

Flagler College

Bachelor of Arts in Business Administration

SKILLS

ProlinkHFA Software Procorem Software ZenDesk Software Unemployment Insurance/Reemployment Assistance Systems & Programs **Project Assessment Project Planning Quality Management Risk Management** Scope Management Data collection and analysis methods Organizational Change Management IT Governance Processes Project & Portfolio Management Organizational Leadership **Business Relationship Management** Leadership Development **Public Speaking**

Cost Proposal

We have prepared the following cost proposal to directly address the requirements of your Solicitation. The tables below reflect the hourly rate and total proposed cost, as well as a cost breakdown to demonstrate the proposed costs in connection with each of the services described in Section 5. Services Provided by Vendor of the RFQ.

Staff	Hourly Rate	Hours	Cost
Advanced Business Analyst	\$ 95.00	120	\$ 11,400.00

Service	Hou	rly Rate	Hours	_	Cost
1. Assist with open ZenDesk Tickets with ProLink			~		-
1.a. Ticket #10026 - 8609 PP Data Update at Property Level	\$	95.00	12	\$	1,140.00
1.b. Ticket #11384 - Entities Replace Error	\$	95.00	12	\$	1,140.00
1.c. Ticket #12039 - Workflow email not sending	\$	95.00	12	\$	1,140.00
1.d. Ticket #16209 - Procorem Punctuation Problem	\$	95.00	2	\$	190.00
2. Assist with ProLink/Procorem Change Requests		(P)	1.4	Ľ.	
2.a. CR 21002 - Procorem Email Notifications by Role Feature	\$	95.00	4	\$	380.00
2.b. Creation of a Non-Competitive Application SmartDoc	\$	95.00	30	\$	2,850.00
3. Assist with User Group Requests	\$	95.00	18	\$	1,710.00
4. Assist with training new employee hire in Business Analyst position	\$	95.00	30	\$	2,850.00
Total	\$	95.00	120	\$1	1,400.00

Information Technology Staff Augmentation Services Contract No. 80101507-21-STC-ITSA

Contract Exhibit F **Resume Self-Certification Form**

Contractor's candidates shall complete this Resume Self-Certification Form. Completed Resume Self-Certification Forms shall be submitted within the Contractor's response to Customer's requests for quote.

"I the undersigned do hereby certify, under the penalty of perjury, that information in my resume submitted for consideration of the State of Florida contract position is true, correct, complete, and made in good faith to the best of my knowledge and belief. If an omission, falsification, misstatement, or misrepresentation has been made regarding my education, work ability, experience, employment history, and/or fitness for employment as a contractor, I may be disgualified as a contractor, and the matter will be reported to appropriate agency or law enforcement personnel. I understand that there may be civil and/or criminal penalties for misrepresenting pertinent information in connection with contract positions, including, but not limited to, penalties available under sections 287,133 or 817,566, Florida Statutes. I further understand that if I am not a United States citizen, violation cases may be reported to the US Department of Homeland Security for potential deportation."

"In addition, I the undersigned do hereby consent to the release of my information by employers, educational institutions, law enforcement agencies, and other individuals and organizations to investigators and other authorized agents of Florida for verification and investigation purposes. I understand that any documents submitted to procure a contract(s) with the State of Florida, including resumes, are public records."

Date

int Full Legal,Name of Candidate

didate's Signature

privers license Candidate's Form of Identification Presented

4/5/2022

Contractor's Witness Signature One

Brian Swords Print Name Contractor's Witness One

4 5/2022

ALOSH-297-85-915-0 Identification number

Damon Steffens

Contractor's Witness Signature Two

04/05/2022 Date

Damon Steffens Print Name Contractor's Witness Two

Contract #009-2022 Exhibit B

EXHIBIT C PURCHASE ORDER 22-001



we make homing attartable

Purchase Order

Order Date

22-001

Vendor:

Canopy Management Consulting Group, LLC Attn: Brian Swords (Managing Partner) 118 N. Monroe St., Unit 402

Tallahassee, FL 32301

Ship To: Florida Housing Finance Corporation Suite 5000 227 N. Bronough St. Tallahassee, FL 32301-1329

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Buyer	Buyer Contact Name			Remarks			Freight.			
	Brian Swords (Ma Brian.Swords(STC #	801015	07-21-STC-ITS	iA .			N
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Authorized Signature

Contract #009-2022 Exhibit C

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Print Date:

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Information Technology Staff Augmentation Services

Contractor Selection Justification Form

Customers shall complete this Contractor Selection Justification Form for each candidate selected and attach all completed forms to the purchase order.

Date:	4/25/2022
Contractor's Name:	Canopy Management Consulting Group LLC
Contractor's Contact Information:	Address: 118 N. Monroe St., Unit 402 Tallahassee, FL 32301 Phone: (850) 391-0596 Email: Brian.Swords@cmcgfla.com
Candidate's Name:	Glondetra Arnold
Date Candidate will be available:	Upon Contract Execution
Hourly rate of candidate:	\$ 95
Position candidate recommended for	r. Advanced Business Analyst
Agency: Florida Housing Finance Co	prporation Division/Section/Unit: Multifamily Programs
Printed Name: Marisa Button	Title: Managing Director of Multifamily Programs
Signature MS A	Date: 4/25/2022