

**CONTRACT FOR
COMPLIANCE ADMINISTRATION SERVICES
FOR THE SINGLE FAMILY HOMEBUYER LOAN PROGRAM
BETWEEN
FLORIDA HOUSING FINANCE CORPORATION
AND
HOUSING AND DEVELOPMENT SERVICES, INC., D/B/A EHOUSINGPLUS**

This Contract for Compliance Administration Services for the Single Family Homebuyer Loan Program, 017-2022 (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 HOUSING AND DEVELOPMENT SERVICES, INC., D/B/A EHOUSINGPLUS (Compliance Administrator), located at 15121 NW 67th Avenue, Suite 203, Miami Lakes, FL 33014. Upon execution by both parties, this Contract shall become effective on October 1, 2022 or as of the date the last party signs, whichever is later (Effective Date).

RECITALS

- A. The Compliance Administrator represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide Compliance Administration Services identified herein and offers to perform those services described in Exhibit A, Request for Qualifications (RFQ) 2022-05 attached hereto and incorporated herein.
- B. Florida Housing has a need for such services and does hereby accept the offer of the Compliance Administrator 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 Compliance Administrator 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 2012-05
Exhibit B, Fee Schedule

B. ENGAGEMENT OF THE COMPLIANCE ADMINISTRATOR

The Compliance Administrator agrees to provide services in accordance with the terms and conditions hereinafter set forth. The Compliance Administrator agrees to perform the services set forth in Exhibit A, and as otherwise stated in this Contract. The Compliance Administrator understands and agrees that all services under this Contract are to be performed solely by the Compliance Administrator, 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 two years from the Effective Date. If the parties mutually agree in writing, the Contract may be renewed for an additional two-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. FEES/COSTS

The Compliance Administrator shall be compensated as described in the Fee Schedule attached hereto as Exhibit B. The Compliance Administrator shall be compensated by the originating lender for each file the lender submits to the Compliance Administrator for processing. The Compliance Administrator shall not bill or change such fees collected from the lender without written approval from Florida Housing. The Compliance Administrator shall keep record of all loans paid pursuant to Section J.4. below.

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

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

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

7. The Compliance Administrator 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 Compliance Administrator.

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

4. If Florida Housing provides a Cure Period and if the Compliance Administrator 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 Compliance Administrator 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 Compliance Administrator 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 Compliance Administrator to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Compliance Administrator 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.

H. TERMINATION

1. Florida Housing may terminate the contract, without cause, at any time upon 30 days written notice delivered by courier service or electronic mail to the Compliance Administrator at the address set forth in Section J, Administration of Contract, herein.

2. The Compliance Administrator may terminate this Contract, without cause, at any time upon 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 Compliance Administrator shall be responsible for all costs arising from the resignation of the Compliance Administrator and the costs associated with the appointment of and transition to a successor Compliance Administrator. In the event the Compliance Administrator terminates this Contract without cause, the Compliance Administrator shall be responsible for all costs related to the transfer of all files and records related to this Contract to Florida Housing

3. In the event that either party terminates this Contract, the Compliance Administrator will continue to work in good faith and complete any loans that are reserved or are otherwise in the pipeline at the time of termination. At least 10 business days prior to the expiration or termination of this Contract, Florida Housing and the

Compliance Administrator will create and agree to in writing a transition plan that shall include at a minimum: 1) timeline of activities and responsibilities of the parties, 2) transition instructions to lenders and any other third parties with a need to know, 3) identification of and transition instructions to any substitute administrator, 4) the process regarding the transfer or destruction of any files in the Compliance Administrator's possession or control, and 5) who shall be responsible for any transition costs.

I. 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:

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

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

Elena Miranda
Vice President of Business Development
Housing and Development Services, Inc.
d/b/a eHousingPlus
15175 Ludlam Road, Suite 203
Miami Lakes, Florida 33104
Office: 954-217-9597 x. 221
Cell: 305-431-3829
E-mail: elena.miranda@hdsoftware.com
or the designated successor.

Contract Administrator
Housing and Development Services, Inc.
d/b/a/ eHousing Plus
15175 Ludlam Road, Suite 203
Miami Lakes, Florida 33104
E-mail: Contracts@hdsoftware.com

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.

J. 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 Compliance Administrator 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 Compliance Administrator 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 Compliance Administrator 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 Compliance Administrator 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 Compliance Administrator 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 Compliance Administrator'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 Compliance Administrator 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 the owner party.

e. If the Compliance Administrator is required to disclose or publish the existence or terms of transactions under this Contract pursuant to Florida's Public Records Law, then the Compliance Administrator 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 Compliance Administrator brings to the performance of this Contract any pre-existing copyright, patent or trademark rights, including the Compliance Administrator's rights related to its proprietary systems, programs, processes, designs, and materials (including without limitation the Compliance Administrator's websites, training videos, workflows, and marketing and training materials) which the Compliance Administrator has exclusively developed for its use in marketing and selling its services in the marketplace, the Compliance Administrator shall retain all rights and entitlements to those pre-existing copyright, patent or trademark rights unless the Contract provides otherwise.

b. All subcontracts or other arrangements entered into, by the Compliance Administrator, 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 Compliance Administrator shall maintain files containing documentation to verify all compensation to the Compliance Administrator 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 Compliance Administrator in connection with this Contract. The Compliance Administrator 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 Compliance Administrator 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: The Compliance Administrator shall provide Florida Housing with 24/7 access to electronic, 'read only' files. Upon reasonable notice, the Compliance Administrator and its employees shall allow Florida Housing or its agent(s) in-person access to its hard copy 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 Compliance Administrator under this Contract shall be submitted to Florida Housing within 15 days of such termination at the expense of the Compliance Administrator.

K. PERSONALLY IDENTIFIABLE INFORMATION (PII); SECURITY

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

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

6. The Compliance Administrator 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 Compliance Administrator 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 Compliance Administrator must abide by provisions set forth in section 501.171, Fla. Stat. Additionally, the Compliance Administrator 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 Compliance Administrator's corrective action plan; and the timelines associated with the corrective action plan.

L. OTHER PROVISIONS

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

2. No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by the Compliance Administrator 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 Compliance Administrator. 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 Compliance Administrator 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 Compliance Administrator understands and agrees to comply with the provisions of Section 448.095, Fla. Stat.

M. LOBBYING PROHIBITION

No funds compensation or other resources received in connection with this Contract may be used directly or indirectly to influence legislation or any other official action by the Florida or Federal Legislature or any state or Federal agency. The Compliance Administrator further acknowledges that it has not retained the services of any lobbyist or consultant to assist in the procurement and negotiation of this Contract.

N. LEGAL AUTHORIZATION

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

O. PUBLIC ENTITY CRIME

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

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

P. CONFLICTS OF INTEREST

1. Section 420.503(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 Compliance Administrator 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 Compliance Administrator 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 Compliance Administrator 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 Compliance Administrator 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 Compliance Administrator or assign any future transaction to the Compliance Administrator shall, if Florida Housing so elects, terminate.

Q. ENTIRE AGREEMENT


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

R. SEVERABILITY

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

IN WITNESS WHEREOF, the parties have executed this Contract Number 017-2022, each through a duly authorized representative, effective on the Effective Date.

HOUSING AND DEVELOPMENT SERVICES, INC. D/B/A EHOUSING PLUS

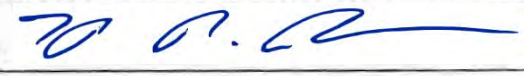
By: 

Name/Title: Cristina Miranda Gilson / CEO

Date: 9/22/2022

FEIN: 650852049

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: Hugh R. Brown/General Counsel

Date: 9/23/22

EXHIBIT A

REQUEST FOR QUALIFICATIONS (RFQ) 2022-05

**COMPLIANCE ADMINISTRATION SERVICES FOR THE SINGLE FAMILY
HOMEBUYER LOAN PROGRAM**

for

FLORIDA HOUSING FINANCE CORPORATION

April 4, 2022

SECTION ONE INTRODUCTION

Florida Housing Finance Corporation (“Florida Housing”) is soliciting competitive, sealed responses from qualified firms to provide compliance administration 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:

“Board”	The Board of Directors of Florida Housing Finance Corporation.
“CLTV”	Combined Loan to Value
“Compliance Administrator”	The firm(s) selected and approved by Florida Housing to provide compliance administration for the Program as defined by the contract.
“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.
“Effective Date”	The date the last party signs the contract that is awarded as a result of this RFQ.
“Fannie Mae”	Federal National Mortgage Association, a federally chartered and stockholder-owned corporation that purchases and securitizes mortgages.
“FHA”	Federal Housing Administration, a self-funded agency of HUD that insures Single-family mortgage loans.

“Florida Housing”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
“Freddie Mac”	Federal Home Loan Mortgage Corporation, a federally chartered and stockholder-owned corporation that purchases and securitizes mortgages.
“HFA”	Housing Finance Authority
“HLP Program Guides”	Written documentation created by Program Staff that sets forth the rules and requirements for originating loans in the Homebuyer Loan Program.
“Homebuyer Loan Program” or “HLP”	Florida Housing’s Single Family Homebuyer Loan Program for the financing of mortgage loans through the purchase of Mortgage-Backed Securities, or qualified mortgage loans.
“HUD”	The United States Department of Housing and Urban Development
“Lender” or “Participating Lender”	A lender approved by Florida Housing and the Servicer to originate loans under the Program.
“MBS”	Mortgage Backed Security. A financial obligation secured by a pool of mortgages.
“REO”	Real Estate Owned
“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 a Respondent to this RFQ.
“RFQ”	This RFQ, including all exhibits referenced in this document and all other documents incorporated by reference.
“Servicer”	The firm under contract with Florida Housing to provide the mortgage loan servicing for the Program.
“Subordinate Loan”	Any subordinate financing originated by a Participating Lender and made in conjunction with a first mortgage loan made in accordance with Program requirements.
“TBA”	To-Be-Announced.

“Trustee”	A financial institution that holds fiduciary responsibility and liability to enforce the terms of the trust indentures.
“USDA RD”	An agency within the United States Department of Agriculture which insures Single-family mortgage loans, in rural areas of the United States.
“VA”	The United States Department of Veteran Affairs, a federal agency which insures single family mortgage loans to veterans of the United States military.
“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-2022-05-Document-Upload>

Florida Housing must receive the entire Response on or before 2:00 p.m., Eastern Time, on May 11, 2022, 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 2022-05) 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 April 20, 2022. Phone calls will not be accepted. Florida Housing expects to respond to all questions in writing by 5:00 p.m., Eastern Time, on April 27, 2022. 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 two years, subject to satisfactory performance at the sole discretion of Florida Housing. If the parties mutually agree in writing, the contract may be renewed once for an additional two 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

Respondent firms (not individual employees) to this RFQ **must** have experience with state and/or local HFAs as a Compliance Administrator of a Single Family Homebuyer Loan Program, with at least three years of current experience providing compliance and online reservation system training and maintenance for MBS programs.

The services that the Compliance Administrator shall perform include the following:

A. Assist Staff in assessing and monitoring Lender participation in the HLP.

B. Provide periodic Lender training sessions online, via webinar, in-person, or as otherwise determined by Florida Housing. Online training must be accessible to Lenders at any time, instruct them on utilizing the reservation system, and include HLP training as needed and directed by Staff.

C. Provide a real-time, user-friendly, online loan reservation, tracking and reporting system that will:

1. Allow Lenders to reserve HLP and Subordinate Loan funds, access HLP documents, and manage their active loan pipeline;

2. Track the availability of HLP funds, Lender reservations, the status of each reservation (e.g. underwriter certification, delivered to Servicer for review and purchase, exception status, etc.), purchases by Servicer, and the purchase price by the Trustee;

3. Allow Lenders the ability to track both their individual as well as institutional production, and track and report funding specific to any special set-aside and target areas;

4. Enable Florida Housing and third parties such as TBA providers and Financial Advisors to monitor reservations through reporting features as well as download reservation reports into Excel; and

5. Interface and communicate effectively with the Servicer, at least on a daily basis to allow for the purchase of eligible loans from participating Lenders.

The reservation system should be able to be customized to meet the needs of the HLP as determined by Florida Housing.

D. Work with Staff to create new or modify the HLP Program Guide and existing HLP documents in accordance with HLP needs to meet federal and/or state regulatory requirements or

as required by Lenders. These documents will be housed by the Compliance Administrator and made accessible via the online loan reservation and tracking system.

E. Provide support by telephone and electronically for Lender questions on HLP requirements, the reservation and tracking system, and other issues.

F. Review loan files for compliance with the HLP Program Guide and all applicable HLP requirements, and communicate with both Staff and Lenders to ensure that the loan delivery to the Servicer does not exceed HLP timelines.

G. Have the ability to notify Lenders, either electronically or through the online reservation system, of any changes or updates to agency (Fannie Mae, Freddie Mac, USDA-RD, VA and FHA) guidelines, rules, and regulations once changes have been communicated and/or confirmed by Florida Housing's Servicer and Staff.

H. Provide Florida Housing's Trustee with confirmation of loan accuracy and wiring instructions for the distribution of mortgage funds, if requested.

I. Provide reports and data in digital format, as requested by Staff or third parties, to include the following in both Excel and PDF formats:

1. Program Summary: HLP Series, Originator, Interest Rate, Down Payment Assistance (DPA) used, Allocation Amount, Total Allocation Used, Number of Loans Reserved, as well as the dollar amount and units in each reservation status (Underwriter Certified, Exception, Compliance Approved, Purchased).

2. Demographic Analysis: For each loan, indicate the annual income, household size, loan amount, purchase price, loan type, property type, county, whether the property was existing or newly constructed, interest rate, targeted or non-targeted area, whether or not the borrower was a first time buyer, gender, DPA type, marital status, race/ethnicity; HLP averages: loan amount, average household income, purchase price, household size, age, second loan amount, and total percentage of loans with second mortgages.

3. Reservation Report: Provide the following information for loans reserved during the prior month. Reservation date, Loan ID, borrower last name, reservation date, current stage of loan, stage date, closing date (actual/estimated), program series and pool type, county, first mortgage amount, type of down payment assistance used (whether our own or outside sources), down payment assistance amount, CLTV, purchase price, property type, interest rate, FICO score, originator and loan officer, borrower occupation, county area median income, household income, number of people in the household, program income limit, ethnicity, age, gender, marital status, eligible (Y/N), First Time Homebuyer (Y/N) and Foreclosed/REO (Y/N).

J. Provide Florida Housing, Trustee, Lenders, the Servicer or other parties, certifications required to assure compliance with HLP requirements.

K. Consult with and advise Participating Lenders, Florida Housing, the Servicer and the Trustee on technical and systemic issues that might occur.

L. Provide necessary and/or appropriate services to administer the HLP, as required by Staff.

M. Produce and distribute recapture letters to homebuyers for all purchased loans in accordance with Section 143 of the Internal Revenue Code of 1986.

N. Prepare and present accurate data for bond documents as requested by Florida Housing to include verifying accuracy for the social bond designations in official statements.

O. Assist FHFC Staff in setting up and administering new HLP products as well as setting up accurate parameters to measure success.

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 is in compliance with Section 448.095, Fla. Stat.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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 2022-05 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 attachment. Responses to the items must be included immediately after the restated items without any reference to any appendix.

A. COVER LETTER

Each proposal must be accompanied by a cover letter that contains a general statement of the purpose of submission and includes the following information.

1. The name, job title, address, office and cellular telephone numbers, and e-mail address of a primary contact person, who will be responsible for day-to-day contact with

Florida Housing, and any backup personnel who would be accessible if the primary contact cannot be reached.

2. Legal business status (individual, partnership, corporation, etc.), address, and telephone number of the Respondent.

B. GENERAL INFORMATION - Provide evidence that the Respondent is qualified to do business in the State of Florida by submitting a Certificate of Good Standing from the Florida Department of State or an opinion letter from the attorney for the Respondent.

C. EXPERIENCE AND RESOURCES

1. Provide a description of the Respondent that includes the length of time the Respondent has been in business, and include any organizational or ownership changes anticipated within the next two years.

2. Describe the Respondent's ability to provide the services requested in Section Four, Item I, of this RFQ immediately upon award of the contract. Include a list of HFAs currently being served, and specifically identify those HFAs you serve that also use a third-party Servicer for their Single Family Homebuyer Program.

3. Demonstrate that the Respondent has experience with state and/or local HFAs as a Compliance Administrator of a Single Family Homebuyer Program, with at least three years of current experience providing compliance, reporting, and online reservation system training, and maintenance for MBS programs.

4. Identify any contracts which expired and were not renewed, or were terminated prior to contract expiration, in the past 24 months by other HFAs. Include an explanation for each termination.

D. QUALIFICATIONS OF PERSONNEL

1. List the names and titles of all the Respondent's personnel who shall be assigned to perform the services requested in Section Four, Item I, of this RFQ. Provide résumés for each person that describes their assigned responsibilities and length of employment with the Respondent.

2. List the person who will be the primary contact for service and support for the HLP. State where located, hours of availability, and list the other clients for which this person also serves as a primary contact.

E. WORK PLAN FOR SCOPE OF SERVICES - Describe the Respondent's plan to provide the services requested in Section Four, Item I, of this RFQ. Include how program information and data is shared and exchanged between the Respondent, Lender, Servicer and Florida Housing.

F. LENDERS - Describe the Respondent's ability to provide Lender communication, training, and consultation. Discuss the Respondent's role in assisting Lenders with managing their loan pipeline specific to loan exceptions and what assistance is provided by the Respondent to facilitate the purchase of loans with deficiencies.

G. SYSTEM SOFTWARE

1. Describe the system and software the Respondent proposes to use for the HLP. Include a description of the reporting capabilities of the system. Identify the types of reports that Staff will be able to download or access from the system independently. Indicate the system's capacity to import historical program data for the purposes of analysis and reporting. (Note: Florida Housing may require that the Respondent provide a software demonstration of the online reservation system for the Review Committee and/or the Board.)

2. Describe the system's present ability to receive and process compliance packages from Lenders electronically (paperless).

3. Describe your business continuity plan in the event of computer system failure, natural disasters, etc.

4. Describe any other system capabilities that the Respondent feels will add value to Florida Housing's HLP.

H. FEES

1. Itemize all fees that the Respondent will charge for providing services under this RFQ for HLP.

2. 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.

I. 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 2018-07, that the Respondent has implemented a drug-free workplace program pursuant to Section 287.087, Fla. Stat.

Authorized Signature: _____

Print Name: _____

Print Title: _____

J. 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 2018-07, that the Respondent is a “minority business enterprise” as defined in Section 288.703(3), Fla. Stat.

Authorized Signature: _____

Print Name: _____

Print Title: _____

K. 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.

**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>
C. Experience and Resources	20
D. Qualifications of Personnel.....	20
E. Workplan for Scope of Services	30
F. Lenders.....	25
G. System Software	40
H. Fees	30
Total Points Available.....	165

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
FEE SCHEDULE**

SERVICE PROVIDED	FEE
Florida Housing Homebuyer Loan Programs (as defined by the Program Guide) with defined DPA loans	\$275