

**CONTRACT FOR
ADVISOR AGENCY SERVICES FOR THE HARDEST HIT FUND PROGRAM
BETWEEN
FLORIDA HOUSING FINANCE CORPORATION
AND
CITY OF POMPANO BEACH**

This Contract for Advisor Agency Services, 017-2017 (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 CITY OF POMPANO BEACH (Advisor Agency), located at 100 West Atlantic Boulevard, Pompano Beach, Florida 33060. Upon execution by both parties, this Contract shall become effective as of the date the last party signs (Effective Date).

MUTUAL UNDERSTANDINGS

Florida Housing was directed by the U.S. Department of the Treasury (Treasury) to create and administer foreclosure prevention assistance programs (the "Hardest Hit Fund Foreclosure Prevention Programs") that address the unique issues of our state.

The Advisor Agency represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide Advisor Agency Services identified herein and offers to perform those services described in Exhibit A, Request for Qualifications (RFQ) 2016-07 attached hereto and incorporated herein. Florida Housing has a need for such services and does hereby accept the offer of the Advisor Agency upon the terms and conditions outlined in this Contract.

As used herein, the term "Applicant" means the borrower (including any co-borrower) under a mortgage loan who applies for assistance under the Hardest Hit Fund Program.

The HHF Advisor shall perform and render the services identified in this contract as an independent Contractor and not as an agent, representative, or employee of Florida Housing. These services shall be known as "Contractor and professional services" and shall include, but not limited to, the provision of advice and assistance to Florida Housing in the following areas:

- Applicant intake;
- Initial determination of the Applicant's eligibility for assistance under the applicable Hardest Hit Fund Program; and
- Reporting activities.

Florida Housing has the authority pursuant to Florida Law to direct disbursement of funds for compensation to the HHF Advisor 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 2016-07 and Addendum #1
Exhibit B, Program Specific Guidance & Compensation

B. CLIENT MANAGEMENT SOFTWARE

The Advisor Agency must use CounselorDirect's client management software to provide the required data elements under the contract.

C. ENGAGEMENT OF THE ADVISOR AGENCY; RESPONSIBILITY TO PROVIDE INFORMATION ON EMPLOYEES; REFERENCE CHECKS

The Advisor Agency agrees to provide services in accordance with the terms and conditions hereinafter set forth. Applicable federal and state laws, rules, and regulations, as well as such written directives and guidance as may be issued from time to time by Treasury shall govern both the Advisor Agency and Florida Housing.

The Advisor Agency agrees to perform the services set forth in Exhibit A, and as otherwise stated in this Contract. The Advisor Agency understands and agrees that all services under this Contract are to be performed solely by the Advisor Agency, and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing.

The Advisor Agency will use the applicable criteria set forth in the appropriate Florida HHF Advisor Procedures Manual to determine the Applicant's eligibility for assistance. These Manuals will be updated and made available to the Advisor Agency in the CounselorDirect system. The Advisor Agency is required to apply the eligibility criteria and procedures in effect at the time the eligibility determination is made for an Applicant.

The HHF Advisor agrees to provide, in writing to Florida Housing's program contact as designated in Section K herein, the following within seven days of the applicable action:

- Notice of any change in the list of employees providing services under this Contract.
- Résumés of any new employees requiring access to Counselor Direct.

The HHF Advisor agrees to perform appropriate reference checks on any new employee that will be providing services under this Contract.

D. TERM OF CONTRACT

The initial term of this Contract shall be from the Effective Date through December 31, 2021. If the parties mutually agree in writing, the Contract may be renewed once for a period of time not to exceed the length of the original term. Renewals are at the discretion of Florida Housing, and shall be contingent upon satisfactory performance evaluations by Florida Housing.

E. 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.

F. PAYMENTS

Each month Florida Housing will review activities performed by the Advisor Agency in the CounselorDirect system, and will provide the Advisor Agency with a summary and payment. The Advisor Agency will be given the opportunity to alert Florida Housing if any billing item is missing, and if verified as accurate, Florida Housing will adjust accordingly. If the Advisor Agency 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.

G. COMPENSATION

The Advisor Agency shall be compensated as described in Exhibit B.

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

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

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

7. The Advisor Agency 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 Advisor Agency.

8. The Advisor Agency must maintain professional liability insurance throughout the term of the Contract in an amount that is standard for the industry, but not less than \$100,000.

I. 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 Advisor Agency or assign any future transaction to the Advisor Agency 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 Advisor Agency 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 Advisor Agency 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 Advisor Agency in this Contract is inaccurate, false or misleading in any respect;
 - b. If any warranty or representation made by the Advisor Agency 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 Advisor Agency 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 Advisor Agency has failed to perform or complete any of the services identified in the attachments;
 - e. If the Advisor Agency has not complied with all Florida laws, federal laws, Florida Housing rules or Florida Housing policies applicable to the work;
 - f. If the Advisor Agency 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 Advisor Agency does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;
 - h. If the Advisor Agency commits fraud in the performance of its obligations under this Contract;
 - i. If the Advisor Agency refuses to permit public access to any document, paper, letter, computer files, or other material subject to disclosure under Florida's Public Records Law; or
 - j. If the Advisor Agency, or any of its staff, are listed on Florida Housing's Past Due or Non-Compliance List (available on Florida Housing's website).

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 K, Administration of Contract, herein.

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

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

J. TERMINATION

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

2. The Advisor Agency may terminate this Contract, without cause, at any time upon ninety (90) days written notice delivered by courier service or electronic mail to Florida Housing at the physical or electronic address, as applicable, set forth in Section J, Administration of Contract, herein. The Advisor Agency shall be responsible for all costs arising from the resignation of the Advisor Agency and the costs associated with the appointment of and transition to a successor Advisor Agency.

K. ADMINISTRATION OF CONTRACT

1. The Florida Housing contract manager 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
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 Advisor Agency contract manager for this Contract is:

Miriam Carrillo
Director, OHUI
City of Pompano Beach
100 West Atlantic Boulevard, Room 220
Pompano Beach, Florida 33060
Office: 954-786-4656
Cell: 561-255-3359
E-mail: miriam.carrillo@copbfl.com
or the designated successor.

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

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

L. 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 Advisor Agency 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 Advisor Agency 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 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 the public agency to perform the service.

b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. If the contractor does not transfer the records to the public agency.

d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

If the Advisor Agency has questions regarding the application of Chapter 119, Florida Statutes, to the Advisor Agency'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 Advisor Agency asserts that any information or materials intended to be delivered or provided under this Contract constitute a trade secret, or are otherwise confidential or exempt from the public records disclosure requirements of Florida's Public Records Law, such assertion must be made writing to Florida Housing's Contracts Manager upon submitting them to Florida Housing.

b. It is the Advisor Agency'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 Advisor Agency 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 Advisor Agency is required to disclose or publish the existence or terms of transactions under this Contract pursuant to Florida's Public Records Law, then the Advisor Agency shall notify Florida Housing in writing of such disclosure within two (2) days after receipt of the Public Records request.

3. Files

a. Contents of the Files: The Advisor Agency shall maintain files containing documentation to verify all compensation to the Advisor Agency 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 Advisor Agency in connection with this Contract. The Advisor Agency shall also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Contract. The Advisor Agency will maintain Applicant files containing documentation sufficient to verify an Applicant's eligibility (or ineligibility) to participate in Hardest Hit Fund Programs in the CounselorDirect system.

b. Retaining the Files: The Advisor Agency shall maintain these files for five (5) years after the fiscal year in which the files become inactive, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the aforementioned five (5) year period and extends beyond the expiration of the five (5) year period, these files will be retained until all litigation, claims, or audit findings involving the files have been resolved.

c. Access to the Files: Upon reasonable notice, the Advisor Agency 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. **Electronic Files and Records:** The Advisor Agency understands that its services under this Contract are subject to ongoing monitoring and review by Florida Housing or by its compliance monitors. The Advisor Agency shall maintain its files and records in connection with the services rendered under this Contract in electronic form, and, upon request, will securely transmit electronic copies of those files and records to Florida Housing, or to its compliance monitor(s), or to Treasury, or to its designee(s). The Advisor Agency shall transmit electronic copies of the requested files or records to the requesting party promptly, but no later than noon, Eastern Time, on the next business day following the request.

e. **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 Advisor Agency under this Contract shall be submitted to Florida Housing within fifteen (15) days of such termination at the expense of the Advisor Agency.

M. PERSONALLY IDENTIFIABLE INFORMATION (PII); SECURITY

1. If the Advisor Agency or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Contract, the Advisor Agency 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 Advisor Agency shall take full responsibility for the security of all data in its possession or in the possession of its subcontractors, and shall hold Florida Housing harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof.

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

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

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

5. The Advisor Agency agrees that any and all transmission or exchange of system application data with Florida Housing and/or any other parties shall take place via secure Advanced Encryption Standards (AES), e.g. HTTPS, FTPS, SFTP or

equivalent means. All data stored as a part of backup and recovery processes shall be encrypted, using AES.

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

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

O. 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 Advisor Agency further acknowledges that it has not retained the services of any lobbyist or consultant to assist in the procurement and negotiation of this Contract.

P. LEGAL AUTHORIZATION

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

Q. 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.

R. CONFLICTS OF INTEREST

1. The Advisor Agency and its employees are expected to anticipate and avoid conflicts of interest in carrying out their duties and responsibilities under this Contract. Advisor Agency employees may not handle, process, or otherwise participate in the handling, processing, or decision making with respect to an application for assistance under the Hardest Hit Fund program made by an Applicant that is a Relative, Friend, or Business Associate of the Advisor Agency employee. “Relative,” for the purposes of this section, with respect to the Advisor agency employee, means an individual who is related to the Advisor Agency employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. “Friend,” for the purposes of this section, with respect to the Advisor agency employee, means an individual with whom the Advisor Agency employee enjoys a close personal relationship. “Business Associate,” for the purposes of this section, with respect to the Advisor Agency employee, means an individual with whom the Advisor Agency employee has a business or financial relationship. Should the Advisor Agency employee encounter any such situation, Florida Housing must be notified immediately by phone and in writing directed to the program contact listed in Section K, Administration of Contract. No further action may be taken on the Applicant file(s) in question except as may be directed or authorized by Florida Housing.

2. Pursuant to Section 420.512(5), Fla. Stat.:

Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes

of paragraphs (a), (b), and (c) only, the term ‘service provider’ means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

- (a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of \$100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.
- (b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.
- (c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider’s application to provide services to the corporation, whichever period is shorter.
- (d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.
- (e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of this section, it may request a declaratory statement in accordance with the applicable rule and s. 120.565, Fla. Stat.
- (f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into contracts with the service provider.

3. Section 420.503(32), Fla. Stat., states:

Prohibited business solicitation communication’ means a private written or verbal communication between a member, officer, or covered employee of the

corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:

- (a) A verbal communication made on the record during a public meeting;
- (b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;
- (c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.
- (d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.
- (e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business.

4. By executing this contract, the Advisor Agency certifies that it shall comply with, and is currently in compliance with, Section 420.512(5), Fla. Stat., as amended.

5. In addition to the conflict of interest rules imposed by the Florida Statutes, should the Advisor Agency 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 Advisor Agency will provide notification to Florida Housing, through first class certified mail, return receipt requested (Notice of Conflict of Interest), to the address and individual set forth in Section J, Administration of Contract herein, within ten (10) working days. If Florida Housing, in its sole discretion, finds the Advisor Agency 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 Advisor Agency or assign any future transaction to the Advisor Agency shall, if Florida Housing so elects, terminate.

S. TECHNICAL ASSISTANCE

A technical assistance provider (TAP) may be assigned to the HHF Advisor at the discretion of Florida Housing at any time during the term of this Contract. In such case, the TAP may evaluate the Advisor Agency to determine experience/capacity levels and

submit written recommendations/observations to Florida Housing. In no event, however, shall the TAP manage, control, or direct the manner in which the Advisor Agency renders the services contemplated under this Contract.

T. FACILITIES

The facilities and premises used by the Advisor Agency in providing services under this Contract will be maintained in commercially reasonable clean and safe condition, and accessible to all persons, including persons with disabilities.

U. OTHER LANGUAGES

The Advisor Agency must be prepared to communicate with non-English speaking Applicants in providing the services contemplated under this Contract. To that end, the Advisor Agency must have staff fluent in the language of any such Applicant or use interpreter services to ensure that such Applicant has access to the services and programs contemplated under this Contract.

V. ANTI-DISCRIMINATION

The Advisor Agency will not permit or engage in discrimination against any Applicant on any prohibited basis, including, but not limited to: gender, race, religion, color, familial status, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional, or learning disability.

W. COMPLIANCE

The Advisor Agency agrees to comply with quality control, compliance, and evaluation of the Hardest Hit Fund Program for activities performed pursuant to this Contract.

X. 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.

Y. 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 017-2017, each through a duly authorized representative, effective on the Effective Date.

CITY OF POMPANO BEACH

By:_____

Name/Title: _____

Date:_____

FEIN:_____

FLORIDA HOUSING FINANCE CORPORATION

By:_____

Name/Title: _____

Date:_____

EXHIBIT A

REQUEST FOR QUALIFICATIONS (RFQ) 2016-07

ADVISOR AGENCIES FOR THE HARDEST HIT FUND PROGRAM

for

FLORIDA HOUSING FINANCE CORPORATION

November 8, 2016

SECTION ONE INTRODUCTION

Florida Housing Finance Corporation (“Florida Housing”) is soliciting competitive, sealed responses from qualified firms to provide services in accordance with the terms and conditions set forth in this Request for 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.
“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.
“ELMORE”	Elderly Mortgage Assistance Program.
“Florida Housing”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
“Home Affordable Modification Program (HAMP)”	Mortgage modification program created by the U.S. Government under the Making Home Affordable Plan.
“MEP”	Modification Enabling Pilot Program.
“MLRP”	Mortgage Loan Reinstatement Program.
“PRP”	Principal Reduction Program.
“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.
“UMAP”	Unemployed Mortgage Assistance Program.
“Website”	The Florida Housing Finance Corporation website, the URL of which is www.floridahousing.org .

SECTION THREE PROCEDURES AND PROVISIONS

A. The Respondent must submit an original and three copies of the Response to the Contracts Manager in a sealed envelope marked “RFQ 2016-07.” Each envelope or package containing Responses must clearly state the name of the Respondent. The Response that is the original must be clearly indicated on that Response. An electronic copy of the Response must also be submitted on a CD or flash drive. Florida Housing will not accept a faxed or e-mailed Response. Florida Housing must receive any Responses on or before 2:00 p.m., Eastern Time, on December 13, 2016. Responses will be opened at that time.

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

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 mail or e-mail to the Contracts Manager at the address given in Section Three, Item A. All questions must be submitted no later than 2:00 p.m., Eastern Time, on November 16, 2016. Phone calls will not be accepted. Florida Housing expects to respond to all questions in writing by 5:00 p.m., Eastern Time, on November 23, 2016. Florida Housing will post a copy of all questions received and the corresponding answers on Florida Housing's website at:

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

Only written responses or statements from the Contracts Manager that are posted on our website 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 Contracts Manager. Violation of this provision may be grounds for rejecting a response.

G. Any person who wishes to protest the specifications of this RFQ must file a protest in compliance with Section 120.57(3), Fla. Stat., and Rule Chapter 28-110, Fla. Admin. Code. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., will constitute a waiver of proceedings under Chapter 120, Fla. Stat.

H. The term of the contract will end on December 31, 2021, subject to satisfactory performance at the sole discretion of Florida Housing. If the parties mutually agree in writing, the contract may be renewed for a period of time not to exceed the length of the original term.

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 Fla. Admin. Code R. 67-49.004, 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 and will be provided to potential Respondents who requested copies of the RFQ. 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

Florida Housing was directed by the U.S. Department of the Treasury (Treasury) to create and administer foreclosure prevention assistance programs that address the unique issues of our state. These programs include:

- Unemployment Mortgage Assistance Program (UMAP) will provide up to twelve (12) months of payments to the mortgage lender to assist eligible unemployed/underemployed borrowers with their first mortgage until they can resume payments on their own.
- Mortgage Loan Reinstatement Program (MLRP) will be used to help bring a delinquent mortgage current for eligible homeowners.
- The Modification Enabling Pilot Program (MEP) provides assistance to qualified homeowners by permanently modifying the borrower's primary mortgage to achieve a monthly total housing payment that does not exceed 35% of the borrower's adjusted gross monthly income.
- The Principal Reduction Program (PRP) provides assistance to severely underwater homeowners who have been honoring their promise to make their mortgage payments by reducing the amount of unpaid principal balance on their first mortgage to an amount that is in line with the current value of the property, subject to program limits.
- The Elderly Mortgage Assistance Program (ELMORE) provides assistance to senior Florida homeowners who, after having received all of the equity proceeds that they were due under their reverse mortgage loans, are at risk of foreclosure due to their inability to pay property taxes, flood and hazard insurance premiums, special assessments, association dues, attorney's fees, property inspections, and other contractually required charges ("Property Charges") on their homes as required under the terms of their reverse mortgages, to the extent such charges are payable from an escrow or reserve account maintained by the servicer or have been advanced by the servicer of the reverse mortgage.

The Contractor shall perform and render the services identified below as an independent Contractor and not as an agent, representative, or employee of Florida Housing. These services shall be known as "Contractor and professional services" and shall include, but are not limited to, the provision of advice and assistance to Florida Housing in the following areas.

A. OBJECTIVES

Respondents must be able to provide all of the services listed below. The work being procured shall include, but is not limited to, the following four (4) general components:

1. Applicant intake;
2. Initial determination of Applicant eligibility under the HHF Programs selected for participation by the Advisor Agency;
3. Continuing case management of Applicants assisted under the HHF Programs selected for participation by the Advisor Agency; and
4. Closing.

B. ADDITIONAL REQUIREMENTS

1. **Organizational Structure** – The Respondent must be a U.S. HUD-approved housing counseling agency, law office, or have a minimum of five years of satisfactory experience under a Hardest Hit Fund contract.

2. **Facilities** - Any premises used for counseling services must be clean, safe and accessible to all persons, including persons with disabilities. The Respondent must have facilities available to give private counseling sessions. The Respondent must have a minimum of one physical office facility within the State of Florida. Additional facilities may be offsite if necessary. If the Respondent provides group counseling sessions, the premises must maintain the same standards and may be offsite.

3. **Outreach and Marketing** - The Respondent must make reasonable efforts to reach clients who need their services. This may be done in a variety of ways: advertising, contact with social agencies and partnering with other entities in the Respondent's service area. The Respondent should implement an outreach and marketing plan where possible. The Respondent must make sure that any information disseminated in any format is not false or misleading.

4. **File Retention** - Files must be maintained in a manner which safeguards the privacy of the Applicant's information. Paper documentation must be kept in secured file cabinets. Scanned or electronically stored documents must be safeguarded in a fashion that securely maintains client privacy.

All Applicant documentation must be stored within the CounselorDirect database using the prescribed nomenclature. All notes regarding Applicant files and communications between the Respondent and assigned underwriters must be entered into CounselorDirect in real time. At the time of disposal of external Applicant documentation, paper files can be shredded, incinerated or buried in a public landfill, in accordance with State laws and rules. For electronic records containing information that is confidential or exempt from disclosure, appropriate destruction methods include physical destruction of storage media such as by shredding, crushing, or incineration; high-level overwriting that renders the data unrecoverable; or degaussing/demagnetizing.

5. Other Languages - The Respondent must either have counselors fluent in the language that customers speak or will use interpreter services to ensure non-English speaking customers can obtain foreclosure counseling.

6. Anti-Discrimination - The Respondent will not permit discrimination against customers on the basis of their gender, race, religion, color, familial status, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability.

7. Compliance - The Respondent agrees to comply with quality control, compliance and evaluation of the HHF Programs for activities performed pursuant to any resulting Contract.

8. Past-due or Short Sale/Foreclosure List - Any items that place the Respondent on Florida Housing's Past Due or Short Sale/Foreclosure List within five years of the publishing of this RFQ must be cleared prior to execution of the Contract with Florida Housing.

9. Conflict of Interest - The Respondent will certify that the staff and volunteers who will provide foreclosure counseling under the Contract have no conflict(s) of interest due to relationships with servicers, real estate agencies, mortgage lenders, family members and/or other entities that may stand to benefit from particular outcomes.

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(32), Fla. Stat.

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

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

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

e. Keep and maintain public records required by the public agency to perform the service.

f. 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.

g. 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.

h. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.”

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

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

H. The Respondent acknowledges that if awarded a contract it will be prohibited from engaging in any actual, apparent, or potential conflict of interest. Should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of the contract and prior to the conclusion of the contract, the Respondent will provide written notification (Notice of Conflict of Interest) to Florida Housing, within one business day, seeking consent from Florida Housing’s HHF program staff and will immediately discontinue work on the applicant file in question, except as may be directed or authorized by Florida Housing. If the Respondent is found to be in non-compliance with this provision, without written consent, any compensation received in connection with the contract will be subject to forfeiture to Florida Housing.

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

J. CERTIFICATION STATEMENT:

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

"I agree to abide by all conditions of RFQ 2016-07 and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response as the Respondent and that I am in compliance with all requirements of the RFQ, including but not limited to, the certification requirements stated in Section Five of this RFQ."

Authorized Signature (Original)

Print Name and Title

**SECTION SIX
INFORMATION TO BE PROVIDED IN RESPONSE**

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

A. COVER LETTER

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

1. The name, job title, address, office and cellular telephone numbers, and e-mail address of a primary contact person, who will be responsible for day-to-day contact with Florida Housing, and any backup personnel who would be accessible if the primary contact cannot be reached.
2. Legal business status (individual, partnership, corporation, etc.) and address and telephone number of the Respondent.
3. All branch or affiliate information including name, office address, city, state, Zip Code, telephone number and fax number.

B. GENERAL INFORMATION

1. Provide evidence that the Respondent is qualified to do business in the State of Florida. If Respondent is an attorney, please provide a Certificate of Good Standing from the Florida Bar.

2. Provide evidence that the organization is an approved U.S. HUD HCA, law firm, or has five years of satisfactory experience under a Hardest Hit Fund contract.

3. Provide a copy of the declaration page for proof of **professional liability errors and omissions insurance** which includes the following:

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

NOTE: Advisor Agencies will be required to carry an amount that is standard for the industry, but not less than \$100,000.

4. Provide Respondent's policy and procedures regarding the safe keeping of client's confidential information.

5. Provide Respondent's updated Advisor Agency Survey.

C. EXPERIENCE, RESOURCES, AND QUALIFICATIONS

1. Describe your organization's experience helping homeowners facing foreclosure.

a. How long, in years, has your organization provided foreclosure assistance?

b. Approximately how many homeowners has your organization provided foreclosure assistance to?

2. Describe your organization's experience helping underwater homeowners.

a. How long, in years, has your organization provided assistance to underwater homeowners?

b. Approximately how many underwater homeowners has your organization provided assistance to?

D. FEES

Respondents must fill out the table below as a part of their Response. Please provide a

proposed price for one Eligibility Determination, Closing, Single Quarterly Touch and Ineligible Determination each.

TABLE 1 - FEES			
A	Eligibility Determination	x 1	\$
B	Closing	x 1	\$
C	Single Quarterly Touch	x 1	\$
D	Ineligible Determination	x 1	\$
GRAND TOTAL			\$

FINAL FEE SCHEDULE WILL BE SUBJECT TO NEGOTIATION.

E. 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 2016-07, that the Respondent has implemented a drug-free workplace program pursuant to Section 287.087, Fla. Stat.

Authorized Signature: _____

Print Name: _____

Print Title: _____

F. 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 2016-07, that the Respondent is a “minority business enterprise” as defined in Section 288.703(3), Fla. Stat.

Authorized Signature: _____

Print Name: _____

Print Title: _____

G. 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>
B. General Information.....	30
C. Experience, Resources, and Qualifications.....	50
D. Fees	20
Total Points Available.....	100

For Item D., Fees, the Respondent with the lowest proposed total cost will receive the maximum allowable points (20 points). The remaining respondents will receive a percentage of the maximum points, rounded to the nearest whole number, based on the following formula:

Lowest Proposed Total Cost	=	%	x	20	=	Total Points Awarded for that “Total Cost” (Rounded to the nearest whole number)
÷ Current Respondent’s Proposed Total Cost						

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

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.

ADDENDUM #1

REQUEST FOR QUALIFICATIONS (RFQ) 2016-07

ADVISOR AGENCIES FOR THE HARDEST HIT FUND PROGRAM

FOR

FLORIDA HOUSING FINANCE CORPORATION

November 17, 2016

Item #1

Section Three, Item E. is hereby deleted in its entirety and is replaced with the following:

- E. Any interested party may submit any question regarding this RFQ in writing via mail or e-mail to the Contracts Manager at the address given in Section Three, Item A. All questions must be submitted no later than 2:00 p.m., Eastern Time, on November 28, 2016. Phone calls will not be accepted. Florida Housing expects to respond to all questions in writing by 5:00 p.m., Eastern Time, on December 2, 2016. Florida Housing will post a copy of all questions received and the corresponding answers on Florida Housing's website at:

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

Only written responses or statements from the Contracts Manager that are posted on our website 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.

All other terms and conditions of RFQ 2016-07 remain the same.

To the extent that this Addendum gives rise to a protest, failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

EXHIBIT B

PROGRAM SPECIFIC GUIDANCE AND COMPENSATION

The Advisor Agency is authorized to participate in the following HHF Programs:

☒ Unemployment Mortgage Assistance Program / Mortgage Loan Reinstatement Program (UMAP/MLRP)

For purposes of determining if a file is a Tier I, II, III or IV file, and thus entitled to compensation at the corresponding rates as set forth below, Florida Housing shall use the tier descriptions as set forth in the FLORIDA HOUSING FINANCE CORPORATION UMAP/MLRP HHF DOCUMENT and ELIGIBILITY DETERMINATION CHECKLISTS (the “HHF Advisor Checklists”) dated December 2016, as amended from time to time, to compensate the HHF Advisor for eligibility determination services rendered. The HHF Advisor Checklists are subject to amendment from time to time during the term of this Contract by Florida Housing; amended and updated HHF Advisor Checklists will be made available to the HHF Advisor in the CounselorDirect system. Compensation rates shall be based on the tier descriptions in the HHF Advisor Checklists in effect at the time the eligibility determination is made for an Applicant. As used herein, the term HHF Advisor Checklists shall mean the HHF Advisor Checklists as amended or modified from time to time during the term of this Contract.

The HHF Advisor shall not be permitted to charge the Applicant for any services rendered under this Contract. All compensation will be supplied under the terms of this Contract in amounts set forth below:

A. Determination of eligibility for UMAP/MLRP:

1. For Applicants whose first eligibility determination is made under the criteria set forth in the HHF Advisor Procedures Manual or any subsequent eligibility determination that is over one year from the previous eligibility determination if no UMAP/MLRP payments were made or one year from the last disbursement of UMAP/MLRP payments:

a. Determined eligible by the Advisor Agency and subsequently confirmed eligible by Florida Housing:

- i. Tier IV files: \$600;
- ii. Tier III files: \$500;
- iii. Tier II files: \$400; and
- iv. Tier I files: \$300.

b. For self-employed borrowers or co-borrowers, Tier II will be the minimum compensation level;

c. Determined ineligible by the Advisor Agency and subsequently confirmed ineligible by Florida Housing including any subsequent ineligible determinations made for the same client that is over one year from the previous ineligible determination: \$100;

d. For Applicants determined ineligible by the Advisor Agency when initially reviewed where it was determined by Florida Housing that the proper documentation to support the ineligibility determination was not provided, the Advisor Agency will be required to submit the proper documentation. Upon receipt of the proper documentation as verified by Florida Housing to support the ineligibility documentation: \$35;

e. Per year, payment for any client shall be capped at the maximum Eligibility Determination tier assessed by Florida Housing.

B. Loan Closing - \$100

C. Quarterly case management - \$150 per quarter per eligible Applicant. Payment for any quarterly case management determined inaccurate by Florida Housing shall be withheld from the next payment cycle.

☒ **Principal Reduction Program (PLP)**

For purposes of determining if a file is a Tier I, II, III or IV file, and thus entitled to compensation at the corresponding rates as set forth below, Florida Housing shall use the tier descriptions as set forth in the FLORIDA HOUSING FINANCE CORPORATION PR HHF DOCUMENT and ELIGIBILITY DETERMINATION CHECKLISTS (the “PR HHF Advisor Checklists”) dated December 2016, as amended from time to time, to compensate the Advisor Agency for eligibility determination services rendered. The PR HHF Advisor Checklists are subject to amendment from time to time during the term of this Contract by Florida Housing; amended and updated PR HHF Advisor Checklists will be made available to the Advisor Agency in the CounselorDirect system. Compensation rates shall be based on the tier descriptions in the PR HHF Advisor Checklists in effect at the time the eligibility determination is made for an Applicant. As used herein, the term PR HHF Advisor Checklists shall mean the PR HHF Advisor Checklists as amended or modified from time to time during the term of this Contract.

The Advisor Agency shall not be permitted to charge the Applicant for any services rendered under this Contract. All compensation will be supplied under the terms of this Contract in amounts set forth below:

A. Determination of eligibility for Principal Reduction:

1. For Applicants whose first eligibility determination is made under the criteria set forth in the PR HHF Advisor Procedures Manual:

a. Determined eligible by the Advisor Agency and subsequently confirmed eligible by Florida Housing:

- i. Tier IV files: \$600;
- ii. Tier III files: \$500;
- iii. Tier II files: \$400; and
- iv. Tier I files: \$300.

b. Determined ineligible due to initial credit failure: \$200;

c. Determined ineligible by the Advisor Agency and subsequently confirmed ineligible by Florida Housing under the eligibility criteria set forth in the HHF PR Advisor Procedures Manual including any subsequent ineligible determinations made for the same client that is over one year from the previous ineligible determination: \$100;

d. For Applicants determined ineligible by the Advisor Agency when initially reviewed where it was determined by Florida Housing that the proper documentation to support the ineligibility determination was not provided, the Advisor Agency will be required to submit the proper documentation. Upon receipt of the proper documentation as verified by Florida Housing to support the ineligibility documentation: \$35;

e. Per year, payment for any client shall be capped at the maximum Eligibility Determination tier assessed by Florida Housing.

B. Loan Closing - \$100

- ☐ Elderly Mortgage Assistance Program (ELMORE)
- ☐ Modification Enabling Program (MEP)