

**FIRST AMENDMENT  
TO CONTRACT NUMBER 008-2018**

THIS FIRST AMENDMENT (“Amendment”) to CONTRACT NUMBER 008-2018 is entered into and effective as of August 20, 2021, (“Effective Date”) by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (“Florida Housing”), and IMAGEMASTER, LLC (“Service Provider”).

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 008-2018, dated May 16, 2018, (“Contract”) wherein Service Provider agreed to provide or perform printing and distribution services pursuant to ITB 2018-03. As used herein, “Contract” shall include within its meaning any modification or amendment to the Contract.
- B. The initial term of the Contract was for three years, beginning August 20, 2018, and ending August 19, 2021.
- C. Section C of the Contract provides that the Contract may be renewed for one, three-year term.
- D. Florida Housing and Service Provider wish to renew the Contract for the three-year renewal term, subject to the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of the Effective Date. The above recitals are true and correct and form a part of this Amendment.

B. Renewal. The Contract is hereby renewed for the three-year renewal term, beginning August 20, 2021, and ending August 19, 2024. Subject to any previous amendments or modifications and except as otherwise provided in this Amendment, the Contract shall stand renewed upon its same terms and conditions.

C. Amendments.

- 1. The Contract is amended to add sub-item 6 to Section M, Other Provisions:

6. The Service Provider understands and agrees to comply with the provisions of section 448.095, Fla. Stat.

D. General Terms and Conditions.

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

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

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

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

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

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IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT to Contract Number 008-2018, by a duly authorized representative, effective as of the Effective Date.

IMAGEMASTER, LLC

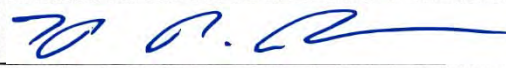
By:  \_\_\_\_\_

Name/Title: Daniel Rodriguez / Vice President

Date: 06/18/2021

FEIN: 27-391-6541

FLORIDA HOUSING FINANCE CORPORATION

By:  \_\_\_\_\_

Name/Title: Hugh R. Brown/General Counsel

Date: 6-18-21

**CONTRACT FOR  
PRINTING AND ELECTRONIC DISTRIBUTION OF OFFICIAL STATEMENTS  
BETWEEN  
FLORIDA HOUSING FINANCE CORPORATION  
AND  
IMAGEMASTER, LLC**

This Contract for Printing and Electronic Distribution Services, 008-2018 (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 IMAGEMASTER, LLC (Contractor), located at 1182 Oak Valley Drive, Ann Arbor, MI 48108. Upon execution by both parties, this Contract shall become effective on August 20, 2018 (Effective Date).

RECITALS

- A. The Contractor represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide Printing and Electronic Distribution Services identified herein and offers to perform those services described in Exhibit A, Invitation to Bid (ITB) 2018-03 attached hereto and incorporated herein.
- B. Florida Housing has a need for such services and does hereby accept the offer of the Contractor upon the terms and conditions outlined in this Contract.
- C. Florida Housing has the authority pursuant to Florida law to direct disbursement of funds for compensation to the Contractor under the terms and provisions of this Contract.

AGREEMENT

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

A. ATTACHMENTS

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

- Exhibit A, RFQ 2018-03
- Exhibit B, Fees/Costs Schedule

B. ENGAGEMENT OF THE CONTRACTOR

The Contractor agrees to provide Printing and Electronic Distribution Services in accordance with the terms and conditions hereinafter set forth. The Contractor agrees to perform the services set forth in Exhibit A, and as otherwise stated in this Contract. The

Contractor understands and agrees that all services under this Contract are to be performed solely by the Contractor and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing.

C. TERM OF CONTRACT

The initial term of this Contract shall be for three years from August 20, 2018. If the parties mutually agree in writing, the Contract may be renewed once for an additional three-year period. Renewals are at the discretion of Florida Housing, and shall be contingent upon satisfactory performance evaluations by Florida Housing.

D. MODIFICATION OF CONTRACT

Either party may request a modification of the provisions of this Contract. Modifications that are mutually agreed upon shall be valid only when reduced to writing and signed by the parties.

E. INVOICES

The Contractor shall submit invoices to the program contact person in Section J, Administration of Contract. Each invoice for fees shall be in a format that is clearly itemized so that the invoice states the specific services performed and when and where the services were performed. Payment of an undisputed invoice shall be made within a reasonable period of time not to exceed 30 days after receipt of the invoice. If the Contractor is found to be in non-compliance with Florida laws, federal laws, Florida Housing rules or Florida Housing policies governing its duties hereunder, or fails to perform its duties hereunder, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing.

F. FEES/COSTS

The Contractor shall be compensated as described in the Fees/Costs Schedule attached hereto as Exhibit B.

G. LIABILITY: INDEPENDENT CONTRACTOR: COMPLIANCE WITH LAWS

1. Florida Housing shall not be deemed to have assumed any liability for the acts, omissions, or negligence of the Contractor, its agents, its servants, or employees, and the Contractor specifically accepts responsibility for its acts, omissions or negligence and for the acts, omissions or negligence of its agents, servants or employees, and shall defend and hold Florida Housing harmless from and against the claims of any party arising out of or claimed to arise out of any such acts, omissions, or negligence.

2. This Contract is executed on behalf of Florida Housing by the signatory only in his or her designated capacity as representative and on behalf of Florida

Housing. Such individual shall neither have nor incur any individual or personal responsibility or liability under this Contract as a result of such execution.

3. Nothing herein shall be construed as a waiver of sovereign immunity by Florida Housing; it being the intent to reserve all such rights and immunities to the fullest extent of the law.

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

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

6. The Contractor specifically accepts responsibility for payment of all taxes, assessments, or contributions that may be required to be paid to any unit of government as a result of the payments being paid to or by the Contractor, if any, in conjunction with the services rendered pursuant to this Contract. At no time shall the Contractor make any commitments for or incur any charges or expenses for, or in the name of, Florida Housing.

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

#### **H. DEFAULT AND REMEDIES**

1. If any of the events listed in subparagraph 2. of this section occur, all obligations on the part of Florida Housing to continue doing business with the Contractor or assign any future transaction to the Contractor shall, if Florida Housing so elects, terminate and Florida Housing may, at its option, exercise any of its remedies set forth herein, or as otherwise provided by law. However, Florida Housing may continue doing business with the Contractor as a participant after the happening of any event listed in subparagraph 2. of this section without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the Contractor in the transaction or any future transaction.

2. The Events of Default shall include, but not be limited to, the following:
  - a. If any report, information or representation provided by the Contractor in this Contract is inaccurate, false or misleading in any respect;
  - b. If any warranty or representation made by the Contractor in this Contract or any other outstanding agreement with Florida Housing is deemed by Florida Housing to be inaccurate, false or misleading in any respect;
  - c. If the Contractor fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;
  - d. If, in the sole discretion of Florida Housing, the Contractor has failed to perform or complete any of the services identified in the attachments;
  - e. If the Contractor has not complied with all Florida laws, federal laws, Florida Housing rules or Florida Housing policies applicable to the work;
  - f. If the Contractor has discriminated on the grounds of race, color, religion, sex, national origin, or disability in performing any service identified in the attachments;
  - g. If the Contractor does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;
  - h. If the Contractor commits fraud in the performance of its obligations under this Contract; or
  - i. If the Contractor refuses to permit public access to any document, paper, letter, computer files, or other material subject to disclosure under Florida's Public Records Law.

Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing will provide written notice of the Default detailing the grounds that constitute the Event of Default (Notice of Default), delivered by courier service or electronic mail to the address set forth in Section J, Administration of Contract, herein.

3. Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing may provide the Contractor a reasonable period of time to cure the Event of Default (Cure Period). If Florida Housing provides a Cure Period, Florida Housing will notify the Contractor of the length of the Cure Period in the Notice of Default.

4. If Florida Housing provides a Cure Period and if the Contractor is unable or unwilling to cure the Event of Default within the Cure Period, Florida Housing may

exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude Florida Housing from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but are not limited to the following:

a. Florida Housing may terminate the Contract on the tenth (10<sup>th</sup>) day after the Contractor receives the Notice of Default or upon the conclusion of any applicable Cure Period, whichever is later;

b. Florida Housing may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Contract;

c. Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Contractor to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Contractor to reimburse Florida Housing for the amount of costs incurred; or

d. Florida Housing may exercise any other rights or remedies that may be otherwise available under law.

#### I. 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 Contractor at the address set forth in Section J, Administration of Contract, herein.

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

#### J. ADMINISTRATION OF CONTRACT

1. The Florida Housing 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](mailto:Contract.Admin@floridahousing.org)



2. The Florida Housing program contacts for this Contract are:

Melanie Weathers  
Senior Financial Administrator  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: 850.488.4197

E-mail:  
Melanie.Weathers@floridahousing.org  
**or the designated successor.**

Tim Kennedy  
Assistant Director of Multifamily Programs  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: 850.488.4197

E-mail:  
Tim.Kennedy@floridahousing.org  
**or the designated successor.**

3. The Contractor contract administrator for this Contract is:

Dan Rodriguez  
Senior Vice President  
ImageMaster, LLC  
1182 Oak Valley Drive  
Ann Arbor, Michigan 48108  
Office: 734.821.2510  
E-mail: drodriguez@imagemaster.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 administrator.

**K. PUBLIC RECORDS; CONFIDENTIALITY; COPYRIGHT, PATENT, TRADEMARK; FILES**

1. **Public Records**

Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the Contractor in connection with this Contract is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The Contractor represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

Pursuant to Section 119.0701(2)(b), Fla. Stat., the Contractor will be required to comply with public records laws, specifically to:

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

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

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

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

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

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Corporation Clerk at:**

**Corporation Clerk  
227 N. Bronough Street, Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: 850.488.4197  
E-mail: [Corporation.Clerk@floridahousing.org](mailto:Corporation.Clerk@floridahousing.org)**

2. Confidentiality

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

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

such information or materials to Florida Housing.

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

d. Working papers, copies, internal documents, procedures, methods and related materials considered confidential and/or proprietary shall be treated as confidential and/or proprietary and shall not be revealed or discussed with any other person or entity, except as authorized or directed by Florida Housing. All such records and materials will remain the property of Florida Housing.

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

### 3. Copyright, Patent and Trademark

a. If the Contractor brings to the performance of this Contract a pre-existing copyright, patent or trademark, the Contractor shall retain all rights and entitlements to that pre-existing copyright, patent or trademark unless the Contract provides otherwise.

b. If any discovery or invention arises or is developed in the course of or as a direct result of work or services performed under this Contract, the Contractor shall refer the discovery or invention to Florida Housing for a determination whether patent protection will be sought in the name of Florida Housing. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to Florida Housing. In the event that any books, manuals, films, or other copyrightable material are produced, the Contractor shall notify Florida Housing in writing. Any and all copyrights or trademarks created by or in direct connection with the performance under this Contract are hereby reserved to Florida Housing.

c. All subcontracts or other arrangements entered into, by the Contractor, with prior written approval and consent of Florida Housing, for the purpose of developing or procuring copyrightable materials (e.g. audiovisuals, computer programs, software, publications, curricula, research materials or training materials, etc.) shall specifically reference and reserve Florida Housing's exclusive rights to use and exploit copyrights and licenses to the extent permitted by copyright law and Florida Statutes.

4. Files

a. Contents of the Files: The Contractor shall maintain files containing documentation to verify all compensation to the Contractor in connection with this Contract, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by the Contractor in connection with this Contract. The Contractor shall also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Contract.

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

c. Access to the Files: Upon reasonable notice, the Contractor and its employees shall allow Florida Housing or its agent(s) access to its files during normal business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, provided such day is not a holiday.

d. Return of the Files: In the event this Contract is terminated, all finished or unfinished documents, data, studies, computer files, correspondence, and other products prepared by or for the Contractor under this Contract shall be submitted to Florida Housing within 15 days of such termination at the expense of the Contractor.

L. PERSONALLY IDENTIFIABLE INFORMATION (PII); SECURITY

1. If the Contractor or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Contract, the Contractor shall provide for the security of such PII, in a form acceptable to Florida Housing, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. The Contractor shall take full responsibility for the security of all data in its possession or in the possession of its subcontractors, and shall hold Florida Housing harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof.

2. If the Contractor or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Contract, the Contractor shall provide Florida Housing with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If the Contractor does not carry stand-alone cyber liability coverage, the Contractor agrees to indemnify costs related

to notification, legal fees, judgments, settlements, forensic experts, public relations efforts, and loss of any business income related to this Contract.

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

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

5. The Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up-to-date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, Common Vulnerabilities and Exposures (CVE) database, etc.) The Contractor agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.

6. The Contractor agrees that any and all transmission or exchange of system application data with Florida Housing and/or any other parties shall take place via secure Advanced Encryption Standards (AES), e.g. HTTPS, FTPS, SFTP or equivalent means. All data stored as a part of backup and recovery processes shall be encrypted, using AES.

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

8. In the event of a breach of PII or other sensitive data, the Contractor must abide by provisions set forth in section 501.171, Fla. Stat. Additionally, the Contractor must immediately notify Florida Housing in writing of the breach and any actions taken in response to such a breach. As the information becomes available the statement must include, at a minimum, the date(s) and number of records affected by unauthorized access, distribution, use, modification or disclosure of PII; the Contractor's corrective action plan; and the timelines associated with the corrective action plan.

#### M. OTHER PROVISIONS

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

2. No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by the Contractor shall affect or extend or act as a waiver of any other right or remedy of Florida Housing hereunder, or affect the subsequent exercise of the same right or remedy by Florida Housing for any further or subsequent default by the Contractor. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.

3. Any power of approval or disapproval granted to Florida Housing under the terms of this Contract shall survive the terms and life of this Contract as a whole.

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

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

#### N. LOBBYING PROHIBITION

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

#### O. LEGAL AUTHORIZATION

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

#### P. PUBLIC ENTITY CRIME

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

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

#### Q. CONFLICTS OF INTEREST

1. Section 420.503(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.

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

3. In addition to the conflict of interest rules imposed by the Florida Statutes, should the Contractor become aware of any actual, apparent, or potential conflict of interest 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 Contractor 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 Contractor to be in non-compliance with this provision, without prior written consent from Florida Housing's Executive Director, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing and all obligations on the part of Florida Housing to continue doing business with the Contractor or assign any future transaction to the Contractor shall, if Florida Housing so elects, terminate.

R. ENTIRE AGREEMENT

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

S. SEVERABILITY

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

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IN WITNESS WHEREOF, the parties have executed this Contract Number 008-2018, each through a duly authorized representative, effective on August 20, 2018.

IMAGEMASTER, LLC

By: 

Name/Title: Daniel Rodriguez / Senior Vice President

Date: 5/16/2018

FEIN: 27-391-6541

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: Hugh R. Brown / General Counsel

Date: 5-16-18

**EXHIBIT A**

**INVITATION TO BID (ITB) 2018-03**

**PRINTING AND ELECTRONIC DISTRIBUTION OF OFFICIAL STATEMENTS**

**for**

**FLORIDA HOUSING FINANCE CORPORATION**

**February 14, 2018**

## **SECTION ONE INTRODUCTION**

Florida Housing Finance Corporation ("Florida Housing") is soliciting competitive, sealed Bids from qualified firms to provide official statement printing in accordance with the terms and conditions set forth in this Invitation to Bid (ITB), and any other term and condition in any contract subsequently awarded.

## **SECTION TWO DEFINITIONS**

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

"Bid"	The written submission by the Bidder to this ITB.
"Bidder"	Any person or entity who has the capability in all respects to perform fully the requirements contained in this ITB, and submits a Bid to this ITB.
"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 ITB.
"Days"	Calendar days, unless otherwise specified.
"Effective Date"	The date the last party signs the contract that is awarded as a result of this ITB.
"EMMA"	The Electronic Municipal Market Access system.
"Florida Housing"	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
"ITB"	This ITB, including all exhibits referenced in this document and all other documents incorporated by reference.
"Official Statement"	A final official statement, as defined in 17 CFR 240.15c2-12, paragraph (f)(3).

- “Preliminary Official Statement” A preliminary version of the Official Statement.
- “Website” The Florida Housing Finance Corporation website, the URL of which is [www.floridahousing.org](http://www.floridahousing.org).

### **SECTION THREE PROCEDURES AND PROVISIONS**

A. The Bidder must submit an original Bid to the Contract Administrator in a sealed envelope marked “ITB 2018-03” with the name of the Bidder clearly stated. Florida Housing will not accept a faxed or e-mailed Bid. Florida Housing must receive all Bids on or before 2:00 p.m., Eastern Time, on March 13, 2018. Bids will be opened at that time.

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

B. This ITB does not commit Florida Housing to award a contract to any Bidder or to pay any costs incurred in the preparation or mailing of a Bid.

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 irregularities;
2. Accept or reject any or all Bids received as a result of this ITB;
3. Obtain information concerning any or all Bidders from any source; and
4. Negotiate with the successful Bidder with respect to any additional terms or conditions of the contract.

E. Any interested party may submit any question regarding this ITB in writing via mail or e-mail to the Contract Administrator at the address given in Section Three, Item A. All questions must be submitted no later than 2:00 p.m., Eastern Time, on February 27, 2018. Phone calls will not be accepted. Florida Housing expects to respond to all questions in writing by 5:00 p.m., Eastern Time, on March 6, 2018. 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/invitations-to-bid>.

Only written responses or statements from the Contract Administrator that are posted on Florida Housing's website will be considered binding. 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, Bidders 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 Bid.

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

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

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

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

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

**L. DRUG-FREE WORKPLACE**

If the Bidder has implemented a drug-free workplace program, the Bidder 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 Bidder, under the terms of ITB 2018-03, that the Bidder has implemented a drug-free workplace program pursuant to Section 287.087, Fla. Stat.

Authorized Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**M. MINORITY BUSINESS ENTERPRISE**

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

I hereby certify on behalf of the Bidder, under the terms of ITB 2018-03, that the Bidder is a "minority business enterprise" as defined in Section 288.703(3), Fla. Stat.

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**SECTION FOUR  
SCOPE OF SERVICES**

A. The production requirements that the Contractor shall perform for each bond issue include, but are not limited to, the following:

1. Quantity: Generally no more than 20 Preliminary Official Statements and no more than 100 Final Official Statements (subject to change with each bond issue);
2. First class/Overnight delivery: May be required.
3. Posting: Electronic Posting of Preliminary Official Statements and Final Official Statements.
4. Notification: Preliminary Official Statements and/or Final Official Statements sent via email by the Contractor to up to 300 email addresses.
5. Stock: Four to six pages insert, if required, plus cover: 60lb. #1 white offset. Inside pages: 40 lb. Opaque vellum finish offset.
6. Size: Finished to approximately 8-1/2" x 11".
7. Pages: Approximately 168 per book. However, this quantity may vary.
8. Ink: Two colors – red and black. (Occasionally there may be a map or logo included with a third color.) Text – black. Cover – black and red (Preliminary Official Statement only).
9. Printing: For any required hard copies, the majority of pages will be printed front and back, including the cover. All printed matter (digital or hard copy) may consist of the following camera-ready material: pictures, drawings, maps and charts, tabular matter and straight printing. Typesetting will be primarily 9 and 10 point, according to industry standards. Preliminary Official Statement will have a 2-color (black and red) cover and all text pages

black ink. Final Official Statement cover and text will be black. On occasion, a 3-color page may be required.

10. **Typesetting:** The majority of each Official Statement will consist of camera-ready pages. The balance will be typeset by the Contractor from pages supplied by Florida Housing. In some instances, Florida Housing may supply the Contractor with all camera-ready pages for the Preliminary Official Statement.

11. **Proofs:** Sets of proofs from the first draft of the Official Statement will be required to be delivered as directed by Florida Housing within three working days after receipt of draft copy, unless Florida Housing shall request earlier delivery as provided for herein. All revisions shall be delivered as directed by Florida Housing no more than two working days after notification of any changes provided to the vendor, unless Florida Housing shall request earlier delivery as provided for herein. Corrections of Contractor errors shall be at the Contractor's expense.

12. **Binding:** Official Statements shall be firmly saddle-stitched with no less than two stitches and trimmed with no ragged edges to approximately 8-1/2" x 11". Perfect binding may be required for some Official Statements.

13. **Delivery:** After Florida Housing, or its agents, has received and approved proofs; the Contractor shall:

- a. Prepare statements as secured PDF Files, complete with bookmarks;
- b. Distribute electronically using e-mail links;
- c. Track download activity;
- d. Post online to the Contractor's website
- e. File with EMMA and Continuing Disclosure on an annual basis; and
- f. Allow for digitally signed Official Statements.

Based on the past five years of activity, Florida Housing anticipates ten or fewer bond issues annually throughout the term of the Contract. Amount of bond issues will be determined by the market and Florida Housing.

**B. Shipping:** All shipping will be billed at cost and there will be no handling fees.

**C. Additions/Upgrades/Deletions:** During the term of the Contract resulting from this ITB, Florida Housing shall have the right to add, delete, and/or modify (e.g. upgrade) services/products upon mutual written agreement. If the Contractor has newer technology, Florida Housing may exercise the right to upgrade to that technology.

**D. Defective Items:** Any or all items delivered to Florida Housing that do not meet the specifications outlined in this section, or that are found to be defective will not be accepted, and such items will be corrected by the Contractor **at the Contractor's expense.**

## SECTION FIVE CERTIFICATION

Do not reproduce the language of Section Five in the Bid. By inclusion and execution of the statement provided in Section Six, subsection I, of this ITB, each Bidder certifies that:

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

B. Any material submitted in response to this ITB 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 Bid is opened, whichever is earlier.

C. The Bidder, if awarded a contract under this ITB, 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 Bidder is in compliance with Section 287.133(2)(a), Fla. Stat.

E. The Bidder 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:

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

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

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

d. Upon completion of the contract, transfer, at no cost, to Florida Housing all public records in possession of the contractor or keep and maintain public records required by Florida Housing to perform the service. If the contractor transfers all public records to Florida Housing upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the



contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Florida Housing, upon request from Florida Housing' custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Corporation Clerk at:**

**Corporation Clerk  
227 N. Bronough Street, Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: 850.488.4197  
E-mail: Corporation.Clerk@floridahousing.org**

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

G. The Bidder 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 Bidder other than for the compensation agreed upon in the contract that results from this ITB, unless that Bidder has Florida Housing's written consent after Florida Housing has been fully informed of such activities in writing.

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

I. The Bidder agrees that the submitted Bid will be valid and binding for a period of 180 days following the Bid opening date.

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

**K. CERTIFICATION STATEMENT:**

**THE FOLLOWING WILL BE REPEATED IN SECTION SIX SIGNED BY AN INDIVIDUAL AUTHORIZED TO BIND THE BIDDER. FAILURE TO INCLUDE THE CERTIFICATION STATEMENT BEARING AN ORIGINAL SIGNATURE WILL RESULT IN REJECTION OF THE BID.**

“I agree to abide by all conditions of ITB 2018-03 and certify that all information provided in this Bid is true and correct, that I am authorized to sign this Bid as the Bidder and that I am in compliance with all requirements of the ITB, including but not limited to, the certification requirements stated in Section Five of this ITB.”

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**SECTION SIX  
MANDATORY BID PRICE FORM**

<b>Product Description</b>	<b>Quantity</b>		<b>Unit Price</b>	<b>Total</b>	
Preliminary Official Statements 168 pages, 8½ x 11, perfect bound	20	x		\$	<b>A</b>
Official Statements 168 pages, 8½ x 11, perfect bound	100	x		\$	<b>B</b>
Preliminary Official Statements Electronic	20	x		\$	<b>C</b>
Official Statements Electronic	100	x		\$	<b>D</b>
<b>GRAND TOTAL</b>	<b>(A+B+C+D=E)</b>			<b>\$</b>	<b>E</b>

The Bidder must fill out the Bid Price form in its entirety, or the Bid will be rejected as non-responsive. If the Bidder wishes to propose a line item at No Cost, it should be indicated as \$0.00.

The Contract shall be awarded to the responsive and responsible Bidder providing the lowest Grand Total for all items described in Section Four of this ITB. In the event of a tie, Florida Housing will give preference in the award process to each Bid certifying that 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. If a tie continues to exist after the previous two tiebreakers, Florida Housing will give preference to the commodities manufactured, grown, or produced within the State of Florida in accordance with Section 287.082, Fla. Stat.

Complete and sign the table below. **Unsigned offers will not be considered.**

I agree to abide by all conditions of ITB 2018-03 and certify that all information provided in this Bid is true and correct, that I am authorized to sign this Bid as the Bidder and that I am in compliance with all requirements of the ITB, including but not limited to, the certification requirements stated in Section Five of this ITB.

<b>Bidder:</b>		
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>Authorized Signature &amp; Date:</b>		
<b>Title:</b>	<b>Phone:</b>	

**SECTION SEVEN  
AWARD PROCESS**

Florida Housing will provide notice of its decision, or intended decision, for this ITB 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**

**Printing Services**

- Quantity / Description: Up to 20 Preliminary Official Statements (POS): 168 pages, 8½ x 11, perfect bound.
- Quantity / Description: Up to 100 Official Statements (OS): 168 pages, 8½ x 11, perfect bound.

When bundled with hard copy printing services, electronic services are included at no additional charge and feature the following:

- Preparation of secured PDF, complete with bookmarks.
- Electronic distribution using email links.
- Complete tracking of download activity.
- Posting to the Contractor's website [MuniOS.com](http://MuniOS.com).
- Filing with EMMA and Continuing Disclosure on an annual basis.
- Allow for digitally signed Official Statements.

**Price:** \$1,890.00 (3-page color inserts – additional \$475.00)  
\$1,250.00 for electronic services only.

**Shipping:** All shipping is billed at cost and there are no handling fees.