

**FIRST AMENDMENT  
TO CONTRACT NUMBER 004-2021**

THIS FIRST AMENDMENT (“Amendment”) to CONTRACT NUMBER 004-2021 is entered into and effective as of February 23, 2024, (“Effective Date”) by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (“Florida Housing”), and MARCUS & MILLICHAP REAL ESTATE INVESTMENT SERVICES OF FLORIDA, INC (“Service Provider”).

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 004-2021, dated February 9, 2021, (“Contract”) wherein Service Provider agreed to provide or perform real estate brokerage services pursuant to RFQ 2020-12. 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 February 23, 2021, and ending February 22, 2024.
- C. Section C. of the Contract provides that the Contract may be renewed for a 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 February 23, 2024, and ending February 22, 2027. 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. The Contract is amended as follows.

1. Sub-item 7 is hereby added to Section L, Other Provisions:

7. The Service Provider attests, under penalty of perjury, that it does not meet any of the criteria in Section 287.138(2)(a) – (c), 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.

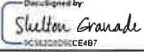
4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable 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 004-2021, by a duly authorized representative, effective as of the Effective Date.

MARCUS & MILLICHAP REAL ESTATE  
INVESTMENT SERVICES OF FLORIDA, INC.


By:   
Name/Title: Shelton Granade Executive Managing Director  
Date: 11/28/2023 | 05:59:18 PST  
FEIN: 94-2372547

FLORIDA HOUSING FINANCE CORPORATION

By:   
Name/Title: CFO, Angeliki G. Sellers  
Date: 11/29/2023

Approved as to form and legal sufficiency, subject only to the full and proper execution by the Parties

OFFICE OF THE GENERAL COUNSEL  
FLORIDA HOUSING FINANCE CORPORATION

By:   
Name: Rhonda D. Morris  
Date: 11/28/2023

**CONTRACT FOR  
REAL ESTATE BROKERAGE SERVICES BETWEEN  
FLORIDA HOUSING FINANCE CORPORATION  
AND  
MARCUS & MILLICHAP REAL ESTATE INVESTMENT SERVICES OF  
FLORIDA, INC.**

This Contract for Real Estate Brokerage Services, 004-2021 (Contract) is entered into by and between the FLORIDA HOUSING FINANCE CORPORATION (Florida Housing), a public corporation and a public body corporate and politic, with headquarters located at 227 North Bronough Street, Suite 5000, Tallahassee, FL 32301, and MARCUS & MILLICHAP REAL ESTATE INVESTMENT SERVICES OF FLORIDA, INC. (Real Estate Broker), located at 23975 Park Sorrento, Suite 400, Calabasas, CA 91302. Upon execution by both parties, this Contract shall become effective as of February 23, 2021 (Effective Date).

**RECITALS**

- A. The Real Estate Broker represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide Real Estate Brokerage Services identified herein and offers to perform those services described in Exhibit A, Request for Qualifications (RFQ) 2020-12 attached hereto and incorporated herein.
- B. Florida Housing has a need for such services and does hereby accept the offer of the Real Estate Broker 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 Real Estate Broker 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 2020-12
- Exhibit B, Real Estate Broker Fee Schedule

B. **ENGAGEMENT OF THE REAL ESTATE BROKER**

The Real Estate Broker agrees to provide services in accordance with the terms and conditions hereinafter set forth. The Real Estate Broker agrees to perform the services set

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

C. TERM OF CONTRACT

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

D. MODIFICATION OF CONTRACT

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

E. FEES/COSTS

The Real Estate Broker shall be compensated as described in the Real Estate Broker Fee Schedule attached hereto as Exhibit B.

F. LIABILITY: INDEPENDENT CONTRACTOR; COMPLIANCE WITH LAWS

1. Florida Housing shall not be deemed to have assumed any liability for the acts, omissions, or negligence of the Real Estate Broker, its agents, its servants, or employees, and the Real Estate Broker 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 Real Estate Broker, 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 Real Estate Broker shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law. The Real Estate Broker remains responsible for all applicable federal, state, and local taxes, and all FICA and Medicare contributions.

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

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

7. The Real Estate Broker 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 Real Estate Broker.

#### G. DEFAULT AND REMEDIES

1. If any of the events listed in subparagraph 2. of this section occur, all obligations on the part of Florida Housing to continue doing business with the Real Estate Broker or assign any future transaction to the Real Estate Broker 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 Real Estate Broker 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 Real Estate Broker 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 Real Estate Broker in this Contract is inaccurate, false or misleading in any respect;

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

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

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

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

i. If the Real Estate Broker 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 Real Estate Broker 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 Real Estate Broker of the length of the Cure Period in the Notice of Default.

4. If Florida Housing provides a Cure Period and if the Real Estate Broker 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 Real Estate Broker 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 Real Estate Broker 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 Real Estate Broker to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Real Estate Broker to reimburse Florida Housing for the amount of costs incurred; or

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

#### H. TERMINATION

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

2. The Real Estate Broker 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 Real Estate Broker shall be responsible for all costs arising from the resignation of the Real Estate Broker and the costs associated with the appointment of and transition to a successor Real Estate Broker.

3. Within 30 days after the expiration or termination of this Agreement or any particular engagement to provide the Services, Real Estate Broker shall provide Florida Housing with a list of all parties with whom the Real Estate Broker was engaged in active negotiations with respect to leases or other transactions for which fees could be earned under this Agreement. The Real Estate Broker shall also provide Florida Housing with written evidence of such negotiations. If within 90 days after such expiration or termination date, Florida Housing enters into any agreement of sale, lease, sublease or other written agreement with a party on such list for which a fee would have been earned hereunder, Real Estate Broker shall earn the fee provided for under this Agreement to the same extent as if the Services had not expired or terminated. Upon the expiration of the 90-day period, the Real Estate Broker may present to Florida Housing for its consideration an extension of the fee protection period for any existing transactions which remain active and imminent. Florida Housing shall not be obligated to extend such period, but the Parties shall negotiate in good faith a fair compensation arrangement for the work performed by the Real Estate Broker (or its Subagents) prior to termination. This paragraph shall survive the termination or expiration of this Agreement.



I. ADMINISTRATION OF CONTRACT

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

Contract Administrator  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: 850.488.4197  
E-mail: Contract.Admin@floridahousing.org

2. The Florida Housing program contact for this Contract is:

Laura Cox  
Director of Asset Management & Compliance  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: 850.488.4197  
E-mail: Laura.Cox@floridahousing.org  
**or the designated successor.**

3. The Real Estate Broker's contract administrator for this Contract is:

Luke Wickham  
Senior Managing Director  
Marcus & Millichap Real Estate Investment Services of Florida, Inc.  
300 S. Orange Ave., Suite 700  
Orlando, Florida 32801  
Office: 407.460.4603  
E-mail: LWickham@ipusa.com  
**or the designated successor.**

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

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

J. PUBLIC RECORDS; CONFIDENTIALITY; COPYRIGHT, PATENT, TRADEMARK; FILES

1. Public Records

Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the Real Estate Broker 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 Real Estate Broker 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 Real Estate Broker will be required to comply with public records laws, specifically to:

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

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

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

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

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

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

**Corporation Clerk  
227 N. Bronough Street, Suite 5000  
Tallahassee, Florida 32301-1329**

**Phone: 850.488.4197**

**E-mail: Corporation.Clerk@floridahousing.org**

2. Confidentiality

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

b. It is the Real Estate Broker'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 Real Estate Broker 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 Real Estate Broker is required to disclose or publish the existence or terms of transactions under this Contract pursuant to Florida's Public Records Law, then the Real Estate Broker 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 Real Estate Broker brings to the performance of this Contract a pre-existing copyright, patent or trademark, the Real Estate Broker 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 Real Estate Broker 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 Real Estate Broker 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 Real Estate Broker, 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 Real Estate Broker shall maintain files containing documentation to verify all compensation to the Real Estate Broker 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 Real Estate Broker in connection with this Contract. The Real Estate Broker 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 Real Estate Broker 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 Real Estate Broker 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 Real Estate Broker under this Contract shall be submitted to Florida Housing within 15 days of such termination at the expense of the Real Estate Broker.

#### K. PERSONALLY IDENTIFIABLE INFORMATION (PII); SECURITY

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

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

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

#### L. OTHER PROVISIONS

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

2. No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by the Real Estate Broker 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 Real Estate Broker. 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 Real Estate Broker understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.

6. The Real Estate Broker understands and agrees to comply with the provisions of section 448.095, Fla. Stat.

#### M. LOBBYING PROHIBITION

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

#### N. LEGAL AUTHORIZATION

The Real Estate Broker 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 Real Estate Broker also certifies that the undersigned possesses the authority to legally execute and bind the Real Estate Broker to the terms of this Contract.

## O. PUBLIC ENTITY CRIME

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

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

## P. CONFLICTS OF INTEREST

1. Section 420.503(33), Fla. Stat., states:

Prohibited business solicitation communication’ means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:

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

2. By executing this contract, the Real Estate Broker 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 Real Estate Broker 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 Real Estate Broker will provide an e-mail notification to Florida Housing's Contract Administrator within 10 working days. If Florida Housing, in its sole discretion, finds the Real Estate Broker 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 Real Estate Broker or assign any future transaction to the Real Estate Broker shall, if Florida Housing so elects, terminate.

**Q. ENTIRE AGREEMENT**

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

**R. SEVERABILITY**

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

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IN WITNESS WHEREOF, the parties have executed this Contract Number 004-2021, each through a duly authorized representative, effective on the Effective Date.

MARCUS & MILLICHAP REAL ESTATE INVESTMENT SERVICES OF FLORIDA, INC.

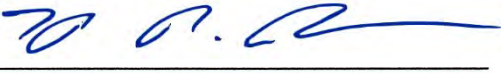
By: 

Name/Title: Shelton Granade / Executive Managing Director

Date: 2/9/21

FEIN: 94-2372547

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: Hugh R. Brown / General Counsel

Date: 2-9-21

**EXHIBIT A**

**REQUEST FOR QUALIFICATIONS (RFQ) 2020-12**

**REAL ESTATE BROKERAGE SERVICES**

**for**

**FLORIDA HOUSING FINANCE CORPORATION**

**October 19, 2020**

## **SECTION ONE INTRODUCTION**

Florida Housing Finance Corporation (“Florida Housing”) is soliciting competitive, sealed responses from qualified firms to provide real estate brokerage 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.
“Florida Housing”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
“Respondent”	Any person or entity who has the capability in all respects to perform fully the requirements contained in this RFQ, and submits a response to this RFQ.
“Response”	The written submission by an Respondent to this RFQ.
“RFQ”	This RFQ, including all exhibits referenced in this document and all other documents incorporated by reference.
“Website”	The Florida Housing Finance Corporation website, the URL of which is <a href="http://www.floridahousing.org">www.floridahousing.org</a> .

**SECTION THREE  
PROCEDURES AND PROVISIONS**

A. Respondents will submit their Response to:

<https://www.floridahousing.org/legal/procurements/RFQ-2020-12-Document-Upload>

Florida Housing must receive the entire Response on or before 2:00 p.m., Eastern Time, on November 18, 2020 as Responses will be opened at that time. Any Responses received after the deadline will be considered non-responsive. One complete copy of the response in PDF format is preferred, unless specified otherwise in Section Six below, and the file name ought to contain a reference to both the solicitation number (RFQ 2020-09) and the name of the Respondent. Please note that the site will ask for the Respondent's contact information and the solicitation number prior to being able to upload the Response. Florida Housing will not accept a mailed or faxed Response.

B. This RFQ does not commit Florida Housing to award a contract to any Respondent or to pay any costs incurred in the preparation or mailing of a Response.

C. All services under the contract awarded are to be performed solely by the Contractor, unless subcontracted or assigned with the prior written approval and consent of Florida Housing.

D. Florida Housing reserves the right to:

1. Waive minor deficiencies and informalities;
2. Accept or reject any or all Responses received as a result of this RFQ;
3. Obtain information concerning any or all Respondents from any source;
4. Request an oral interview before the Board from any or all Respondents;
5. Select for contract negotiation or for award a Response other than (or in addition to) that with the highest score in order to serve the best interests of Florida Housing and the public; and
6. Negotiate with the successful Respondent with respect to any additional terms or conditions of the contract.

E. Any interested party may submit any question regarding this RFQ in writing via e-mail to the Contract Administrator at [Contract.Admin@floridahousing.org](mailto:Contract.Admin@floridahousing.org). All questions must be submitted no later than 2:00 p.m., Eastern Time, on October 28, 2020. 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 4, 2020. Florida Housing will post a copy of all questions received and the corresponding answers on Florida Housing's website at:

<http://www.floridahousing.org/legal/procurements/request-for-qualifications>.

Only written responses or statements from the Contract Administrator that are posted on our website will bind Florida Housing. No other means of communication, whether oral or written, may be construed as an official response or statement from Florida Housing.

F. Between the release of the solicitation and the end of the 72-hour period following the posting of the notice of intended award, respondents to this solicitation or persons acting on their behalf may not contact any member of Florida Housing's Board of Directors or any Florida Housing employee concerning any aspect of this solicitation, except in writing to the Contract Administrator. Violation of this provision may be grounds for rejecting a response.

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

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

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

J. Pursuant to Rule 67-49.004, Fla. Admin. Code, Florida Housing may modify the terms of the RFQ at any point prior to the due date for Responses. A notice of such modification will be posted on Florida Housing's Website. Any Respondent will have at least seven days from the date of the posting of the notice of the modification to submit or modify its Response.

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

#### **SECTION FOUR SCOPE OF SERVICES**

Florida Housing's mission is to help our fellow Floridians obtain safe, decent, and affordable housing that might otherwise be unavailable to them. One of the ways this is done is by making loans to developers of affordable multifamily and single family housing developments and/or first time homebuyers of single family residences. As it may become necessary for Florida Housing to foreclose on such loans, to otherwise acquire properties or to assist owners of low income housing tax credit properties who have submitted requests for qualified contracts, Florida Housing has a need for qualified firms with a minimum of five years of real estate brokerage experience to provide real estate marketing and brokerage services and assist Florida Housing with the marketing and disposition of land, multifamily and single family housing developments, and/or single family residences.

The Broker shall perform and render the services listed below as an independent contractor and not as an agent, representative, or employee of Florida Housing. These services shall include, but not be limited to the following:

- A. Advise Florida Housing on expected selling price range as well as listing price;
- B. Provide valuation model utilized to determine expected selling price and proposed listing price;
- C. Advise Florida Housing concerning market conditions and expected time to sell;
- D. Develop a sale strategy and marketing plan for each property;
- E. Provide marketing materials (subject to review and approval by Florida Housing);
- F. Provide timely market analysis and research;
- G. Provide access to broker networks including listing properties on commercial listing websites;
- H. Provide and review documents related to sales and assist in the closing of sales;
- I. List single family homes on the Multiple Listing Service and other appropriate residential listing venues;
- J. Marketing and showing properties and homes to prospective buyers;
- K. Work with prospective buyers, as well as other real estate agents/brokers, to facilitate offers and negotiate sales agreements;
- L. Suggest any available financing options to potential buyers;
- M. Assist in the preparation and review of legal contracts related to the sale of properties and single family homes;
- N. Represent Florida Housing at closings;
- O. Provide appraisal services if needed;
- P. Maintain and provide proof of professional liability errors and omissions insurance; and
- Q. Such other real estate services as may be requested by Florida Housing from time to time.

## **SECTION FIVE CERTIFICATION**

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

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

B. Any material submitted in response to this RFQ is a public record pursuant to Chapter 119, Fla. Stat., and subject to examination upon request, but only after Florida Housing provides a notice of decision pursuant to Section 120.57(3), Fla. Stat., or within 30 days after the Response is opened, whichever is earlier.

C. The Respondent, if awarded a contract under this RFQ, will comply with Section 420.512(5), Fla. Stat. For the purpose of Section 420.512(5), Fla. Stat., “Prohibited Business Solicitation Communications” is defined by Section 420.503(33), Fla. Stat.

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

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

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

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

- a. Keep and maintain public records required by Florida Housing to perform the service.
- b. Upon request from Florida Housing's custodian of public records, provide Florida Housing with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to Florida Housing.
- d. Upon completion of the contract, transfer, at no cost, to Florida Housing all public records in possession of the contractor or keep and maintain public records required by Florida Housing to perform the service. If the contractor transfers all public records to Florida Housing upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Florida Housing, upon request from Florida Housing's custodian of public records, in a format that is compatible with Florida Housing's information technology systems.

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

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

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

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

I. The Respondent acknowledges that if awarded a contract it will be prohibited from engaging in any actual, apparent, or potential conflict of interest. Should any such actual, apparent, or potential

conflict of interest come into being subsequent to the effective date of the contract and prior to the conclusion of the contract, the Respondent will provide written notification (Notice of Conflict of Interest) to Florida Housing’s Contract Administrator within 10 working days for review by Florida Housing’s Executive Director in consultation with the Ethics Officer. If the Respondent is found to be in non-compliance with this provision, any compensation received in connection with this contract will be subject to forfeiture to Florida Housing.

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

K. CERTIFICATION STATEMENT:

**THE FOLLOWING WILL BE REPEATED IN THE RESPONDENT’S RESPONSE AND SIGNED BY AN INDIVIDUAL AUTHORIZED TO BIND THE RESPONDENT. THIS IS A MANDATORY ITEM. FAILURE TO INCLUDE THE CERTIFICATION STATEMENT BEARING AN ORIGINAL SIGNATURE, EXACTLY AS STATED AND WITHOUT ANY ADDITIONS, DELETIONS OR CAVEAT LANGUAGE, WILL RESULT IN REJECTION OF THE RESPONSE.**

“I agree to abide by all conditions of RFQ 2020-12 and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response as the Respondent and that I am in compliance with all requirements of the RFQ, including but not limited to, the certification requirements stated in Section Five of this RFQ.”

\_\_\_\_\_  
Authorized Signature (Original)

\_\_\_\_\_  
Print Name and Title

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

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

A. COVER LETTER

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

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



## B. GENERAL INFORMATION

1. Provide a brief history of the Respondent, including the year organized, ownership, the total number of employees and sales associates, and the location of offices.
2. Provide evidence that the Respondent is qualified to do business in the State of Florida.
3. Provide a copy of the Respondent's Real Estate Broker's license from the Florida Department of Business and Professional Regulation.
4. Describe the Respondent's ability to provide each of the services requested in Section Four of this RFQ immediately upon award of the Contract.
5. Provide the Respondent's strategy to position, market, and sell targeted properties. Provide a typical action plan for property sale, including report format and content.
6. Describe the Respondent's approach to determining the value of multifamily properties and provide an example of the Respondent's model used in such valuation approach.

## C. EXPERIENCE

1. Provide a detailed description of previous work experience in providing services similar to those described in Section Four of this RFQ during the past two years, covering experience in the sale of land, affordable multifamily and single family housing developments or affordable single family homes. The detailed information must include the time period from listing to sale of each transaction and quantify the resulting degree of affordability (affordable units as a percentage and number of total units), amount of sales transaction and amount of seller's gain/loss on transaction, if known.
2. In a separate table, list the Respondent's multifamily affordable housing experience with low income housing tax credits separating the 4% and the 9% transactions. Identify the agency that allocated the low income housing tax credits and issuers of tax exempt and taxable bonds, if any.
3. Provide information on any contract entered into by the Respondent to provide services similar to those described in Section Four of this RFQ that was terminated prior to the completion in the last five years, with details of such circumstances. If the Respondent has not had any contracts terminated in this manner, the Respondent shall indicate such as a part of their Response.

## D. QUALIFICATIONS OF PERSONNEL

1. Provide the name, title, office location, telephone number, e-mail address, and brief resumes for the personnel who will be assigned to Florida Housing's account. Include their level of responsibility and availability. Describe the professional background of these individuals, specifically identifying assignments involving services similar to those described in this RFP in the last two years.
2. Provide a description of to what extent, if any, the Respondent, including any officers or directors or other personnel are now, or have been during the five years ended September 30,

2020, under indictment, investigation, order or disciplinary proceeding issued by a regulatory or governmental entity, or engaged in litigation or subject to an order from a court of competent jurisdiction. If any such condition exists, or existed in the time period specified, discuss the outcome and to what extent this could impair the level of service of the Respondent. If the Respondent has not experienced any such condition, the Respondent shall indicate such as a part of their Response.

**E. FEES**

1. Provide any and all fees to be charged in connection with the services described in Section Four of this RFQ. An estimated maximum brokerage fee expressed in terms of a percentage per sales price per property shall be specified that includes both travel expenses and printing of required research and marketing materials. The contract resulting from this RFQ will be a fixed-fee for services contract and Florida Housing will not separately cover expenses incurred by the Respondent.

*FINAL FEE SCHEDULE SHALL BE SUBJECT TO NEGOTIATION.*

**F. DRUG-FREE WORKPLACE**

If the Respondent has implemented a drug-free workplace program, the Respondent must submit the following certification indicating that it meets all of the requirements of Section 287.087, Fla. Stat.:

I hereby certify on behalf of the Respondent, under the terms of RFQ 2020-12, that the Respondent has implemented a drug-free workplace program pursuant to Section 287.087, Fla. Stat.

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

**G. MINORITY BUSINESS ENTERPRISE**

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

I hereby certify on behalf of the Respondent, under the terms of RFQ 2020-12, that the Respondent is a “minority business enterprise” as defined in Section 288.703(3), Fla. Stat.

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

**H. CERTIFICATION (Mandatory Item)**

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

**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.5. General Information.....	15
B.6. General Information.....	15
C.1. Experience .....	25
C.2. Experience .....	5
D. Qualifications of Personnel.....	20
E. Fees/Costs .....	10
<b>Total Points Available.....</b>	<b>90</b>

In the event of a tie, Florida Housing will give preference in the award process to the Response certifying a drug-free workplace has been implemented in accordance with Section 287.087, Fla. Stat. If a tie continues to exist, Florida Housing will give preference to minority business enterprises as defined in Section 288.703, Fla. Stat.

The Committee will conduct one or more public meetings during which members will discuss their evaluations and develop a recommendation or series of recommendations to the Board. The Committee’s recommendation will be based on the cumulative scoring and information gathered from the non-scored items. The Board may use the Responses, the Committee’s scoring, the non-scored items in the Responses, any other information or recommendation provided by the Committee or staff, and any other information the Board deems relevant in its selection of Respondents to whom to award a contract.

**SECTION EIGHT  
AWARD PROCESS**

Florida Housing will provide notice of its decision, or intended decision, for this RFQ on Florida Housing’s Website the next business day after the applicable Board vote. After posting, an unsuccessful applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat. or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under Chapter 120, Fla. Stat.

**EXHIBIT B**  
**REAL ESTATE BROKER FEE SCHEDULE**

The Real Estate Broker shall be paid at closing for the services rendered by the Real Estate Broker in accordance with the fee schedule, which is broken out by the category and sale price of each asset. Florida Housing shall receive the Real Estate Broker's Major Client Discount.

<b>FEES</b>	
<\$3,500,000	4.00%
>\$3,500,000 to \$5,000,000	3.50%
>\$5,000,000 to \$8,000,000	3.00%
>\$8,000,000 to \$10,000,000	2.75%
>\$10,000,000 to \$13,000,000	2.00%
>\$13,000,000 to \$15,000,000	1.75%
>\$15,000,000 to \$20,000,000	1.50%
>\$20,000,000 to \$30,000,000	1.00%
>\$30,000,000	0.75%