

**AGREEMENT TO PARTICIPATE IN A POOL OF  
CAPITAL NEEDS ASSESSMENT SERVICE PROVIDERS BETWEEN  
FLORIDA HOUSING FINANCE CORPORATION  
AND  
ON SOLID GROUND, LLC**

This Agreement for Capital Needs Assessment Services, 079MF-2024 (Agreement) 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 ON SOLID GROUND, LLC (CNA Provider), located at 37 N. Orange Avenue, Suite 500, Orlando, FL 32801. Upon execution by both parties, this Agreement shall become effective as of December 17, 2024, or the date the last party signs, whichever is later (Effective Date).

RECITALS

- A. The CNA Provider represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide Capital Needs Assessment Services identified herein and offers to perform those services described in Exhibit A, Request for Qualifications (RFQ) 2024-09 attached hereto and incorporated herein.
- B. Florida Housing has a need for such services and does hereby accept the offer of the CNA Provider upon the terms and conditions outlined in this Agreement.
- C. Florida Housing has the authority pursuant to Florida law to direct disbursement of funds for compensation to the CNA Provider under the terms and provisions of this Agreement.

AGREEMENT

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

A. RECITALS

The Recitals set out above are true and correct and are incorporated into and made a part of this Agreement.

B. ATTACHMENTS

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

Exhibit A, RFQ 2024-09

### C. PARTICIPATION IN THE POOL

1. The CNA Provider agrees to participate in the pool of Capital Needs Assessment Providers in accordance with RFQ 2024-09 and be available to contract directly with Florida Housing's credit underwriters.

2. The CNA Provider acknowledges that Florida Housing shall not be a party to any contract or agreement between the credit underwriter and the CNA Provider, and shall have no obligation to the owner of the development or to the CNA Provider under any such contract or agreement. Payment or compensation due the CNA Provider shall be the sole responsibility of the credit underwriter who contracts with the CNA Provider and must be based on the services provided. If the CNA Provider and/or credit underwriter is found to be in non-compliance with this provision, without written consent from Florida Housing's Executive Director, any compensation received in connection with the contracts that result from Agreements awarded under this RFQ shall be subject to forfeiture to Florida Housing.

3. The CNA Provider represents and warrants that it is now, and will remain so at all times during the term of this Agreement, fully qualified and possessed of the requisite skills, knowledge, qualifications (including licenses or certifications) and experience to provide the services identified herein and in RFQ 2024-09.

4. The Provider agrees to maintain in full force and effect at all times during the term of this Agreement the licenses or certificates, as applicable, required in RFQ 2024-09, and will make such licenses or certificates (or acceptable evidence thereof) available to Florida Housing upon request.

5. The Provider acknowledges that its selection by Florida Housing for inclusion, and the opportunity to participate, in the pool of CNA Providers represents full, adequate and the sole consideration due the Provider for its agreement to participate in the pool and all of its undertakings under this Agreement. The CNA Provider further understands and agrees that no other compensation or payment is due the CNA Provider under this Agreement for its participation in the pool.

6. During the term hereof, the CNA Provider authorizes Florida Housing to publish on its website and in other media as may be selected by Florida Housing, public notice that the Provider is a participant in the in the pool of CNA Providers and is available to contract directly with the credit underwriters monitored by Florida Housing to perform capital needs assessments in accordance with RFQ 2024-09.

### D. TERM OF AGREEMENT

The initial term of this Agreement shall be for three years from the Effective Date. If the parties mutually agree in writing, the Agreement 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.

#### E. MODIFICATION OF AGREEMENT

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

#### F. AGREEMENT WITH THE CREDIT UNDERWRITER; FEES

The CNA Provider understands and agrees that:

1. The amount of fees or other compensation due the CNA Provider for its services contemplated by RFQ 2024-09 shall be determined by agreement between the Provider and the credit underwriter for whom such services are provided;
2. The payment of all fees or other compensation due the CNA Provider for its services contemplated by RFQ 2024-09 shall be the sole responsibility of the credit underwriter for whom such services are provided;
3. The amount, and payment of, the fees or other compensation due the CNA Provider, and all other terms and conditions in connection with its services in providing Capital Needs Assessments as contemplated by RFQ 2024-09 shall be a matter of contract between the Provider and the credit underwriter;
4. Florida Housing shall not be a party to any agreement between the CNA Provider and credit underwriter;
5. The CNA Provider will be expected to execute such forms and certifications or join with the credit underwriter in executing such forms and certifications, as Florida Housing may require of the credit underwriter in connection with any capital needs assessment prepared by the CNA Provider for such development.
6. Florida Housing is not responsible for establishing the amount of any such fees and that Florida Housing shall have no responsibility or obligation for the payment of any such fees or compensation that may be due the CNA Provider in rendering such services;
7. No compensation or payment is due the CNA Provider under this Agreement for its participation in the pool of Capital Needs Assessment Providers; and
8. The CNA Provider's participation in the pool does not guarantee the CNA Provider that they will be selected to provide any services.

#### 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 CNA Provider, its agents, its servants, or

employees, and the CNA Provider 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 Agreement 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 Agreement 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 CNA Provider, together with its agents, suppliers, subcontractors, officers, and employees, shall have and always retain under this Agreement 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 Agreement, the CNA Provider shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law. The CNA Provider remains responsible for all applicable federal, state, and local taxes, and all FICA and Medicare contributions.

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

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

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

#### 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 CNA

Provider or assign any future transaction to the CNA Provider 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 CNA Provider 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 CNA Provider 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 CNA Provider in this Agreement is inaccurate, false or misleading in any respect;
  - b. If any warranty or representation made by the CNA Provider in this Agreement 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 CNA Provider fails to keep, observe, or perform any of the terms or covenants contained in this Agreement, or is unable or unwilling to meet its obligations as defined in this Agreement;
  - d. If, in the sole discretion of Florida Housing, the CNA Provider has failed to perform or complete any of the services identified in the attachments;
  - e. If the CNA Provider has not complied with all Florida laws, federal laws, Florida Housing rules or Florida Housing policies applicable to the work;
  - f. If the CNA Provider has discriminated on the grounds of race, color, religion, sex, national origin, disability, or any other legally protected status in performing any service identified in the attachments;
  - g. If the CNA Provider does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;
  - h. If the CNA Provider commits fraud in the performance of its obligations under this Agreement; or
  - i. If the CNA Provider 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 K, Administration of Agreement, herein.

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

4. If Florida Housing provides a Cure Period and if the CNA Provider 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 Agreement on the tenth (10<sup>th</sup>) day after the CNA Provider 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 Agreement;

c. Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from the CNA Provider 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 CNA Provider to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the CNA Provider 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 Agreement, without cause, at any time upon 10 days' written notice delivered by courier service or electronic mail to the CNA Provider at the address set forth in Section K, Administration of Agreement, herein.

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

J. ADMINISTRATION OF AGREEMENT

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

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

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

Freebeau Swindle  
Construction Administrator  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: 850.488.4197  
E-mail: Freebeau.Swindle@floridahousing.org  
**or the designated successor.**

3. The CNA Provider's contract administrator for this Agreement is:

David E. Sanchez  
President  
On Solid Ground, LLC  
37 N. Orange Avenue, Suite 500  
Orlando, Florida 32801  
Phone: 407.506.9128  
E-mail: DSanchez@OSGConsult.com  
**or the designated successor.**

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

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

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

1. Public Records

Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the CNA Provider in connection with this Agreement 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 CNA Provider 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 CNA Provider 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 CNA Provider is acting on behalf of Florida Housing.

**If the CNA Provider has questions regarding the application of Chapter 119, Florida Statutes, to the CNA Provider'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 CNA Provider asserts that any information or materials intended to be delivered or provided under this Agreement 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 Agreements Administrator upon submitting them to Florida Housing.

b. It is the CNA Provider'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. It shall be the responsibility of the CNA Provider to defend the confidentiality of such materials, if necessary.

c. In the case of work product furnished to Florida Housing pursuant to this Agreement that is confidential, the CNA Provider will treat such materials as confidential and will not reveal or discuss such materials or any other information learned as a result of this Agreement 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 CNA Provider is required to disclose or publish the existence or terms of transactions under this Agreement pursuant to Florida's Public Records Law, then the CNA Provider 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 CNA Provider brings to the performance of this Agreement a pre-existing copyright, patent or trademark, the CNA Provider shall retain all rights and entitlements to that pre-existing copyright, patent or trademark unless the Agreement 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 Agreement, the CNA Provider 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 Agreement are hereby reserved to Florida Housing. In the event that any books, manuals, films, or other copyrightable material are produced, the CNA Provider shall notify Florida Housing in writing. Any and all copyrights or trademarks created by or in direct connection with the performance under this Agreement are hereby reserved to Florida Housing.

c. All subcontracts or other arrangements entered into by the CNA Provider, 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 CNA Provider shall maintain files containing documentation to verify all compensation to the CNA Provider in connection with this Agreement, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by the CNA Provider in connection with this Agreement. The CNA Provider shall also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Agreement.

b. Retaining the Files: The CNA Provider 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 CNA Provider 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 Agreement is terminated, all finished or unfinished documents, data, studies, computer files, correspondence, and other products prepared by or for the CNA Provider under this Agreement shall be submitted to Florida Housing within 15 days of such termination at the expense of the CNA Provider.

#### L. PERSONALLY IDENTIFIABLE INFORMATION (PII): SECURITY

1. If the CNA Provider or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, the CNA Provider 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 CNA Provider 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 CNA Provider or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, the CNA Provider shall provide Florida Housing with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If the CNA Provider does not carry stand-alone cyber liability coverage, the CNA Provider 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 Agreement.

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

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

6. The CNA Provider agrees that any and all transmissions or exchanges 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 CNA Provider 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 CNA Provider must abide by provisions set forth in section 501.171, Fla. Stat. Additionally, the CNA Provider 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 CNA Provider's corrective action plan; and the timelines associated with the corrective action plan.

#### M. OTHER PROVISIONS

1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement 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 CNA Provider 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 CNA Provider. 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 Agreement shall survive the terms and life of this Agreement as a whole.

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

5. The CNA Provider 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 CNA Provider understands and agrees to comply with the provisions of Section 448.095, Fla. Stat.

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

8. The CNA Provider attests, under penalty of perjury, that it does not use coercion for labor or services as defined Section 787.06, Fla. Stat.

#### N. LOBBYING PROHIBITION

No funds, compensation or other resources received in connection with this Agreement 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 CNA Provider further acknowledges that it has not retained the services of any lobbyist or consultant to assist in the procurement and negotiation of this Agreement.

#### O. LEGAL AUTHORIZATION

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

#### 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(34), 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 CNA Provider 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 CNA Provider 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 Agreement and prior to the conclusion of the Agreement, the CNA Provider 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 CNA Provider 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 Agreement shall be subject to forfeiture to Florida Housing and all obligations on the part of Florida Housing to continue doing business with the CNA Provider or assign any future transaction to the CNA Provider shall, if Florida Housing so elects, terminate.

#### R. ELECTRONIC SIGNATURES

The parties agree that this Agreement (and any attachments, exhibits, and amendments) may be executed and delivered by electronic signatures and that the signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. Each executed counterpart shall be deemed an original, and all such counterparts shall constitute one and the same document. As used herein, the term "electronic signatures" shall have the meaning in Section 668.50, Fla. Stat.

#### S. ENTIRE AGREEMENT

This Agreement, 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 Agreement supersedes all previous oral or written communications, representations, or agreements on this subject not incorporated herein.

T. SEVERABILITY

If any provision of this Agreement 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 Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement Number 079MF-2024, each through a duly authorized representative, effective on the Effective Date.

ON SOLID GROUND, LLC

By: 

Name/Title: David E. Sanchez / President

Date: 11/14/2024

FEIN: 27-1719928

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: Kirstin Helms, Comptroller

Date: 11.14.2024

**EXHIBIT A**

**REQUEST FOR QUALIFICATIONS (RFQ) 2024-09**

**CAPITAL NEEDS ASSESSMENT SERVICES**

**for**

**FLORIDA HOUSING FINANCE CORPORATION**

**July 29, 2024**

## **SECTION ONE INTRODUCTION**

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

“Applicant”	Any person or legal entity that is seeking a loan or funding from Florida Housing by submitting an application or responding to a competitive solicitation pursuant to Rule Chapter 67-60, F.A.C., for one or more of Florida Housing’s programs. Applicant also includes any assigns or successors in interest of the Applicant.
“Board”	The Board of Directors of Florida Housing Finance Corporation.
“CNA”	Capital Needs Assessment.
“CNA Consultant”	The principal or primary staff member employed by or associated with the CNA Provider who has overall responsibility for the quality and accuracy of all work performed by CNA Provider staff.
“CNA Provider” or “Contractor”	A person or entity providing the professional services described in Section Four of this RFQ.
“CNA Reviewer”	The individual that both exercises responsible control over the Field Observer and who reviews the CNA prior to delivery to the user.
“Committee”	The review committee composed only of employees of Florida Housing that is established pursuant to Rule 67-49.007, Fla. Admin. Code.



Florida Housing must receive the entire Response on or before 2:00 p.m., Eastern Time, on September 4, 2024, 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 2024-09) 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 or its assignee(s).

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 August 14, 2024. Phone calls will not be accepted. Florida Housing expects to respond to all questions in writing by 5:00 p.m., Eastern Time, on August 21, 2024. 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.

L. By submitting a Response to this RFQ, the Respondent agrees that any resulting contracts or agreements (and any attachments, exhibits, and amendments) may be executed and delivered by electronic signatures. As used herein, the term "electronic signatures" shall have the meaning in Section 668.50, Fla. Stat.

## **SECTION FOUR SCOPE OF SERVICES**

### **I. Overview**

Contractors will be required to provide construction inspection and analysis services for multifamily rental developments of varying sizes located across the State of Florida that utilize the 9% Low Income Housing Tax Credit, Multifamily Mortgage Revenue Bond / 4% Low Income Housing Tax Credit, State Apartment Incentive Loan program, and other programs as designated by Florida Housing. Services that the pool of providers

will perform include the following: all necessary due diligence activities, physical inspections, observations and production of a CNA Report. All such activities and deliverables must be produced in accordance with Florida Housing's CNA Guide (the Guide), which is incorporated by reference, as may be amended from time to time.

It should be noted that the Physical Inspection will be a visual and non-invasive inspection of observable and accessible areas of the subject property, with the exception of performing measurements to confirm requirements of construction features specified by Florida Housing, such as accessibility. Furthermore, recommendations of Specialty Consultants that may require additional testing, intrusive observations or exploratory probing is excluded from the CNA unless specifically included in the Capital Needs Assessment Report Engagement agreement.

A. After the inspection and evaluation is complete, the CNA Provider will deliver a CNA report to the Credit Underwriter and the Corporation. The CNA report will reflect the CNA Provider's independent professional opinion in regard to:

1. Assessment of current conditions;
2. Estimates of Effective Age and Remaining Useful Life of building components, systems and finishes;
3. Evaluation of Operations and Maintenance practices;
4. Assessment of immediate physical needs and capital replacement; and
5. Evaluation of compliance with current building codes and FHFC-specific requirements.

The CNA Report shall follow all formatting and content requirements set forth in the Guide.

## **II. Requirements and Qualifications of CNA Providers**

### **A. CNA Provider Independent Third-Party Status**

The CNA Provider, its personnel and any subcontractors hired by the CNA Provider must be independent third-parties, unrelated to, and not have any financial or economic interest in, the property; the property owner, developer, and/or general contractor; or any affiliated entity of the property owner, developer, and/or general contractor. The CNA Provider and any subcontractors must not have any common employees with the property owner, developer, or general contractor.

## **B. CNA Consultant Qualifications**

The CNA Consultant is the principal or primary staff member employed by or associated with the CNA Provider who has overall responsibility for the quality and accuracy of all work performed by the CNA Provider staff, including the CNA report. The CNA Consultant may individually perform any and all of the tasks related to the completion and production of the CNA report, including the roles for Field Observer and CNA Reviewer as outlined below. The CNA Consultant must have the following minimum qualifications, education, training, and professional experience:

1. Bachelor of Science degree in engineering, architecture, construction management, construction/building science, or building facilities management;
2. Five years of professional experience in one or more of the following disciplines: architecture; engineering (structural, mechanical, or civil); or construction management and cost estimating (which may include estimating experience associated with the preparation of a CNA report);
3. Experience within the last three years performing multifamily property condition CNAs. This must include completing a minimum of five property inspections, and reporting CNA findings in a manner consistent with ASTM E2018-15 – Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process;
4. Prior experience evaluating multifamily properties with building systems and components comparable to those funded by Florida Housing;
5. Knowledge and experience with ASTM E2018-15 (or most current version); and
6. Knowledge of applicable federal, state, and local building codes and jurisdictional regulations.

## **C. Field Observer Qualifications**

The representative of the CNA Provider performing the on-site walkthrough survey or site inspection is the Field Observer. The Field Observer must also prepare the CNA report. These individuals must meet the following qualifications:

1. Professional Experience
  - a. Experience performing CNAs and has completed a minimum of five property inspections at multifamily properties within the past three years;
  - b. At least 12 years' experience assessing multifamily properties and preparation of ASTM E2018-compliant reports;

c. Prior experience evaluating multifamily properties with building systems and components comparable to those funded by Florida Housing;

d. Knowledge and experience with ASTM E2018-15 (or most current version); and

e. Knowledge of applicable federal, state, and local building codes and jurisdictional regulations.

2. Professional Certifications, Registrations and Training – The Field Observer must possess or have successfully completed at least one of the following certifications, registrations, or training programs:

a. Bachelor of Science degree or two-year Associate degree program in engineering, architecture, construction management, construction/building science, or building facilities management;

b. Certified Home Inspector with the Real Estate Assessment Center for the Department of Housing and Urban Development;

c. Multifamily Building Analyst (MFBA) Certification or equivalent certification through the Building Performance Institute;

d. Member in good standing with the American Society of Home Inspectors, having obtained at a minimum, the ASHI Inspector level; or

e. Member in good standing with the International Association of Certified Home Inspectors having obtained at a minimum the Certified Professional Inspector (CPI) certification or equivalent.

3. Other Professional Certifications – The Field Observer must also be certified through one of the following programs:

a. Certified Energy Manager®; or

b. Resnet®.

#### **D. CNA Reviewer Qualifications**

The CNA Reviewer is the qualified individual designated to exercise responsible control over the Field Observer on behalf of the CNA Provider who also reviews the CNA report. These individuals must meet the following qualifications:

1. Possess a license in the State of Florida as a Registered Architect, Professional Engineer in the fields of structural, mechanical or civil engineering, or be licensed in the State of Florida as a Certified General Contractor;
2. Have experience commensurate with the property type and scope (i.e., size, complexity, etc.) and experience in the preparation of CNA reports; and
3. Must not be a subcontractor of the CNA Provider.

#### **E. Specialty Consultants**

Due to the scope and complexity of the property or the purpose of the CNA, the CNA Provider may augment the Field Observer with Specialty Consultants. Employment of Specialty Consultants shall be indicated as a separate line item in the CNA Provider's fee breakdown and will be subject to approval by the Credit Underwriter prior to conducting any CNA services.

#### **F. CNA Provider Insurance Requirements**

The CNA Provider must have the following insurance coverages in place:

1. Worker's Compensation, Employer's Liability Insurance of at least \$500,000, if applicable;
2. Comprehensive General Liability, including Bodily Injury of at least \$1 million per occurrence and \$2 million aggregate with a maximum deductible amount of \$35,000;
3. Professional Liability or Errors and Omissions Insurance with limits of \$1 million per occurrence and \$2 million aggregate with a maximum deductible amount of \$100,000;
4. Comprehensive Automobile Liability Insurance for all owned (if any), non-owned and hired vehicles of \$1 million per accident; and
5. Property Damage Insurance of at least \$1 million per occurrence.

If applicable, the policies above must be issued by an insurance carrier rated by AM Best A-VI or higher. The CNA Provider should have appropriate insurance coverage in place for traveling to and from the Property and conducting work at the Property.

Additionally, Professional Liability coverage must be maintained for three years following the expiration of the assignment.

### **III. The CNA Report**

The CNA Report will be prepared in accordance with Florida Housing's CNA Guide.

#### **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 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(34), Fla. Stat.

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

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

F. The Respondent is in compliance with Section 448.095, Fla. Stat.

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

H. The Respondent attests, under penalty of perjury, that it does not meet any of the criteria in Section 287.138(2)(a) – (c), Fla. Stat.

I. 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.

J. 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.

K. 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.

L. 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.

M. CERTIFICATION STATEMENT:

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

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

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

### **A. COVER LETTER**

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

1. The name, job title, address, office and cellular telephone numbers, and e-mail address of a primary contact person, who will be responsible for day-to-day contact with Florida Housing and its credit underwriter, 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 documentation to show that the Respondent is authorized to do business in the State of Florida.
2. State how many years the Respondent has been engaged in business under its present firm or trade name.
3. Describe the Respondent's presence in Florida, and ability to be accessible to Florida Housing staff and its credit underwriters, availability for meetings, conferences, consultation, etc.
4. Demonstrate that the Respondent's professional licenses are current and in good standing.
5. Provide evidence that the Respondent has insurance coverage in accordance with Section Four, Item II. F.

### **C. EXPERIENCE AND RESOURCES**

1. Describe the Respondent's experience providing the services or engaging in activities as they relate to the work being requested in Section Four of this RFQ.
2. List the names, titles, qualifications, certifications, and copies of all licenses in good standing (as applicable) of the CNA Consultants, CNA Reviewers, and Field Observers that will be assigned to this Contract, if awarded. If the CNA

Consultant or Field Observer, or both, are not at arm's-length with the entity ordering the CNA, such a relationship must be disclosed. For each person, provide information on their qualifications and experience, and submit current copies of their resumés, certifications, and licenses.

**NOTE:** If awarded a Contract under this RFQ, CNA Providers will be required to update this information at least annually with Florida Housing's Construction Administrator or designated successor.

**D. FEE**

1. Provide the flat fee to be charged for the preparation of a CNA report for a theoretical development utilizing the scope and format set forth in the CNA Guide and associated appendices A-L. The parameters of the development should be as follows:

Geographic Location:	DeLand, 32723
Size:	150,000 Gross S.F.
Site:	On-site paved parking and storm water retention, municipal utility service, tenant use swimming pool and playground
Building Type:	One (1) Garden (3-story) wood frame, gable roof
Building Age:	35 years
Total Number of Units:	150 (100-2 bed / 2 bath, 50-1 bed / 1 bath)
Number of fully accessible units:	8 (5% of total)
Number of vacant units:	10 (7- 2 bed, 3-1 bed)
Demographic:	Elderly
Other assumptions:	Contractor grade interior finishes and casework.
No hazardous or problematic building materials, moisture intrusion, structural defects or geotechnical issues currently exist. The development is not in a flood zone.	

2. Fees proposed must include all charges relating to the services required under the contract and all out-of-pocket expenses, such as telephone, postage and shipping, printing and/or copy costs, if any. Fees for travel, Specialty Consultant services and invasive testing should **not** be included.

*FINAL FEE SCHEDULE WILL BE SUBJECT TO NEGOTIATION.*

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E. DRUG-FREE WORKPLACE

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

I hereby certify on behalf of the Respondent, under the terms of RFQ 2024-09, that the Respondent has implemented a drug-free workplace program pursuant to Section 287.087, Fla. Stat.

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

F. MINORITY BUSINESS ENTERPRISE

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

I hereby certify on behalf of the Respondent, under the terms of RFQ 2024-09, that the Respondent is a “minority business enterprise” as defined in Section 288.703(3), Fla. Stat.

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

G. CERTIFICATION (Mandatory Item)

**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 2024-09 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 SEVEN  
EVALUATION PROCESS**

The individual Committee members will independently evaluate the Responses by reviewing the answers to each of the items identified in Section Six of this RFQ and assigning points up to the maximum points allowed for each item. The points available for items in Section Six are to be evaluated are as follows:

<u>Item Reference</u>	<u>Maximum Points</u>
B. General Information .....	20
C. Experience and Resources .....	50
D. Fee .....	10
<b>Total Points Available .....</b>	<b>80</b>

For the Fee Section, the Respondent with the lowest proposed total cost will receive the maximum allowable points (10 points). The remaining respondents will receive a percentage of the maximum points, rounded to the nearest whole number, based on the following formula:

$\frac{\text{Lowest Proposed Total Cost}}{\text{Current Respondent's Proposed Total Cost}}$	=	%	x	10	=	Total Points Awarded for that "Total Cost" (Rounded to the nearest whole number)
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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. <sup>1</sup>

<sup>1</sup> Pursuant to s. 287.05701 Fla. Stat., Florida Housing may not request documentation of or consider a vendor's social, political, or ideological interest when determining if the vendor is a responsible vendor. Additionally, Florida Housing may not give preference to a vendor based on the vendor's social, political, or ideological interests.

**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.