

REQUEST FOR QUALIFICATIONS (RFQ) 2014-02

ARBITRAGE REBATE SERVICES

for

FLORIDA HOUSING FINANCE CORPORATION

March 2014

SECTION ONE INTRODUCTION

Florida Housing Finance Corporation (“Florida Housing”) is soliciting competitive, sealed responses from qualified firms to provide arbitrage rebate analyst services in accordance with the terms and conditions set forth in this Request for Qualifications, and any other term and condition in any contract subsequently awarded. Offerors shall be selected and determined through Florida Housing’s review of each response, considering the factors identified in this Request for Qualifications and any other factors that it considers relevant to serving the best interests of Florida Housing and its mission. Florida Housing expects to select one or more Offerors that propose to provide all of the arbitrage rebate analyst services specified in this Request for Qualifications.

SECTION TWO DEFINITIONS

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

“Arbitrage”	Arbitrage occurs when Florida Housing invests its bond proceeds at an interest rate higher than the overall borrowing yield on its bond issue. As it relates to tax-exempt bonds, Arbitrage is the ability to invest proceeds received from the sale of tax-exempt debt in higher-yielding taxable securities.
“Arbitrageur”	The entity providing the arbitrage rebate services described in Section Four of this RFQ.
“Arbitrage Rebate”	Arbitrage Rebate is the payment of Arbitrage earned on the investment bond proceeds to the Internal Revenue Service in accordance with the requirements of Section 148 of the Internal Revenue Code and as defined by U.S. Treasury Department regulations.
“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.
“Contract”	The document containing the terms and conditions of this Request for Qualifications and any other term and condition that the parties require.

“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 Request for Qualifications.
“Florida Housing”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
“Interested Party”	A person or entity that obtains a copy of the Request for Qualifications from Florida Housing.
“Non-arbitrage Certificate”	The key tax document for a bond issue which describes the rebate requirements associated with the debt service fund. The Non-arbitrage Certificate is part of the bond transcript.
“Offeror”	Any person or entity who has the capability in all respects to perform fully the requirements contained in this Request for Qualifications, and submits a response to this Request for Qualifications.
“Response”	The written submission by an Offeror to this Request for Qualifications.
“RFQ”	This Request for Qualifications, including all exhibits referenced in this document and all other documents incorporated by reference.
“Staff”	Any employee of Florida Housing, including the Executive Director.
“Trustee”	An organization which provides trustee services for Florida Housing.
“Trust Indenture”	The document by the terms of which an entity issues or guarantees or provides for the issue or guarantee of debt obligations secured by a security interest and in which an entity is appointed as trustee for the holders of the debt obligation issued, guaranteed or provided for under it.
“Website”	The Florida Housing Finance Corporation website, the URL of which is www.floridahousing.org .

**SECTION THREE
PROCEDURES AND PROVISIONS**

A. An Offeror must submit an original and three (3) copies of the Response in a sealed envelope marked "RFQ 2014-02." Each envelope or package containing Responses must clearly state the name of the Offeror. The Response that is the original must be clearly indicated on that Response. An electronic copy of the Response must also be submitted on a CD or flash drive. Florida Housing shall not accept a faxed or e-mailed Response. Florida Housing must receive any Responses on or before 2:00 p.m., Eastern Time, on March 21, 2014. Responses shall be opened at that time.

Della Harrell
Contracts Manager
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301-1329
(850) 488-4197
Fax (850) 488-9809
Email: della.harrell@floridahousing.org
or the designated successor

B. This RFQ does not commit Florida Housing to award a Contract to any Offeror 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 Offerors from any source;
4. Request an oral interview before the Board from any or all Offerors;
5. Select for Contract negotiation or for award a Response other than that with the highest score if, in the judgment of Florida Housing, its and the public's best interest shall be served; and
6. Negotiate with the successful Offeror with respect to any additional terms or conditions of the Contract.

E. Any Interested Party may submit any question regarding this RFQ in writing via

mail, fax, or e-mail to Della Harrell at the address given in Section Three, paragraph A. All questions are due by 5:00 p.m., Eastern Time, on Wednesday, March 12, 2014. Phone calls shall not be accepted. Florida Housing expects to respond to all questions in writing by 5:00 p.m., Eastern Time, on Friday, March 14, 2014. Florida Housing shall post a copy of all questions received and their answers on Florida Housing's website at <http://www.floridahousing.org/ViewPage.aspx?page=77>. Florida Housing shall also send a copy of those questions and answers in writing to any Interested Party that requests a copy. Florida Housing shall send its answers, by regular U.S. mail, overnight delivery, fax, e-mail or any combination of the above. Only written responses or statements from Della Harrell that are posted on our website shall bind Florida Housing. No other means of communication, whether oral or written, shall be construed as an official response or statement from Florida Housing.

F. 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., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

G. The term of the Contract shall 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 three times. Each renewal shall be for an additional one (1) year period.

H. Florida Housing's award of a Contract to an Offeror does not obligate Florida Housing to assign a *pro rata* portion of work, or any work, to the Offeror for any service contemplated by the Contract.

I. Florida Housing is not required to utilize the services of any selected Contractor and may terminate any selected Contractor without cause and without penalty.

J. Pursuant to Fla. Admin. Code R. 67-49.004, Florida Housing may modify the terms of the RFQ at any point prior to two (2) weeks of the due date for Responses. A notice of such modification shall be posted on Florida Housing's Website and shall be provided to potential Offerors who requested copies of the RFQ.

K. The terms of this RFQ, and any modifications thereto, shall be incorporated into any Contract offered as a result of this RFQ. Failure of a successful Offeror to accept these obligations in the final Contract may result in cancellation of the award at Florida Housing's sole discretion.

SECTION FOUR SCOPE OF SERVICES

Florida Housing issues tax-exempt revenue bonds to finance the acquisition and construction of single family and multi-family housing in the state of Florida. In order to ensure the continuation of the tax-exempt status of the bonds, it is necessary that Arbitrage Rebate calculations be performed in accordance with the Internal Revenue Code of 1986, as amended,

and as defined by U.S. Treasury Department regulations.

The Arbitrageur shall perform and render services as an independent contractor and not as an agent, representative, or employee of Florida Housing. These services shall be known as “consultant and professional services” and shall include the provision of advice and assistance. The consultant and professional services include but are not limited to:

A. On an annual basis, but no later than 60 days after the end of the computation period, provide to Staff in writing a calculation of Arbitrage Rebate earnings and a determination of the amount of the rebate requirement in accordance with Section 148(f) of the Internal Revenue Code of 1986, as amended, for each series of bonds requiring such calculations.

B. On an annual basis, but no later than 60 days after the end of the computation period, provide an opinion in writing to Staff that such calculations have been performed in accordance with Section 148(f) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated there under. Information needed for such calculations shall be supplied by the Trustee. The Arbitrageur shall compare the calculations supplied by the Trustee with the Guaranteed Investment Contract (GIC) provider statement.

C. Evaluate and make recommendations in writing to Staff on current investment and record keeping practices for those funds and accounts subject to Arbitrage.

D. Apprise Staff in writing of any changes in Arbitrage compliance regulations that may occur during the term of the Contract.

E. Perform all duties required of the Arbitrageur as specified by the Trust Indenture, the Non-arbitrage Certificate, and any other documents governing the applicable bond series (Bond Documents).

F. Prepare the appropriate tax form, currently 8038-T (or equivalent) for the designated Florida Housing signatory, in the event that a rebate payment to the Internal Revenue Service is required. The completed tax form along with the rebate analysis report must be received by Florida Housing’s Bond Administrator no later than 45 days after the end of the 5 year computation period.

G. Consult with Staff to address post-issuance tax compliance concerns.

H. Verify to Staff that the bond issue is subject to the rebate regulations and determine what general and/or elective exceptions are available.

I. Perform the following on the debt yields and excess earnings as defined by U.S. Treasury Department regulations including, but not limited to:

1. Data review and analysis.
2. Compute/verify the allowable yield limit for the issues.
3. Compute/verify the amount of excess earnings, if any, rebatable to the

U.S. Treasury.

4. Compute/verify the amount of spend-down penalties payable to the U.S. Treasury under issues applying such provisions.
5. Prepare all necessary Internal Revenue Services forms relating to services provided.
6. Submit final reports to Staff showing the calculation method used, assumptions, conclusions, and any recommendations for changes in record keeping for the services provided.
7. Legally opine to Staff as to the liability due to the U.S. Treasury under any of the Arbitrage regulations. The opinion shall include a statement that the calculation methodology used is consistent with current tax laws and regulations and may be relied upon by Florida Housing in determining liability payments to the U.S. Treasury.

J. Assist Staff, as necessary, in the event of an Internal Revenue Service inquiry, both during and subsequent to the Contract period.

K. Identify and separate accounts for all gross proceeds including those requiring allocation analyses due to circumstances involving transferred proceeds and/or commingled funds.

L. Retain all support documentation for the rebate calculations (hard copy records and computer database) for six years after the retirement or final maturity of the bonds or until any on-going litigation, audit, etc., is resolved, if longer.

M. Perform such other Arbitrage Rebate services and provide advice as requested by Staff.

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 Offeror certifies that:

A. The Offeror 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 shall 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, after Florida Housing provides a notice of decision pursuant to Section 120.57(3), Fla. Stat., or within 10 Days after the Response is opened, whichever is earlier.

C. The Offeror is in compliance with Section 420.512(5), Fla. Stat., which provides:

“Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term ‘service provider’ means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

(a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of \$100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider's application to provide services to the corporation, whichever period is shorter.

(d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.

(e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of this section, it may request a declaratory statement in accordance with the applicable rule and Section 120.565, Fla. Stat.

(f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into Contracts with the service provider.”

D. For the purpose of Section 420.512(5), Fla. Stat., “Prohibited Business Solicitation Communications” is defined by Section 420.503(32), Fla. Stat., which provides:

“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.”

E. The Offeror is in compliance with Section 287.133(2)(a), Fla. Stat., which provides in pertinent part:

A person or affiliate who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not:

- a. submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity;
- b. 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;
- c. submit bids, proposals or replies on leases of real property to a public entity;
- d. be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and;
- e. transact business with any public entity in excess of the threshold amount provided in Section 287.017, Fla. Stat., for CATEGORY TWO: \$35,000, for a period of 36 months from the date of being placed on the convicted vendor list.

F. Pursuant to Section 119.0701(2), Fla. Stat., the Service Provider is required “to comply with public records laws, specifically to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and 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.

d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency 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 Service Provider is acting on behalf of Florida Housing.

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

H. In addition to the conflict of interest rules imposed by the Florida Statutes, the Offeror(s) that is (are) selected may not engage 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 Offeror shall provide notification (Notice of Conflict of Interest) to Florida Housing, through first class certified mail, return receipt requested, within ten (10) working days, seeking consent from Florida Housing’s Executive Director. If the Offeror 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 Contract shall be subject to forfeiture to Florida Housing.

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

J. Certification Statement (**Threshold Item**)

THE FOLLOWING SHALL BE REPEATED IN THE OFFEROR’S RESPONSE AND SIGNED BY AN INDIVIDUAL AUTHORIZED TO BIND THE OFFEROR. FAILURE TO INCLUDE THE CERTIFICATION STATEMENT BEARING AN ORIGINAL SIGNATURE SHALL RESULT IN REJECTION OF THE RESPONSE.

“I agree to abide by all conditions of RFQ 2014-02 and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response as the Offeror 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. Failure to provide this information may result in rejection of the Response.

1. The name, job title, address, office and cellular telephone numbers, fax number, 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 Offeror.

B. GENERAL INFORMATION

1. Provide evidence of certification that the Offeror is qualified to do business in the State of Florida.
2. Provide a copy of the declaration page as evidence of current professional liability/errors and omissions insurance to include the following:
 - Name and carrier and policy number;
 - Effective date of insurance;
 - Policy exclusions, if any;
 - Current coverage amounts;
 - Staff covered; and
 - Type of coverage.
3. Provide a brief history of the Offeror relative to Arbitrage Rebate calculations and experience. Include the year organized, ownership, affiliated companies and relationships, and the total number of employees.

4. Describe the Offeror's presence in Florida, and ability to be accessible to Florida Housing staff, availability for meetings, conferences, consultation, etc.
5. Describe the Offeror's ability to provide the services requested in Section Four of this RFQ immediately upon award of the Contract.
6. Provide a statement of any other qualifications or services, which the Offeror considers to be significant, innovative or otherwise relevant to Florida Housing.

C. EXPERIENCE AND RESOURCES

1. Provide at a minimum five references for which the Offeror has provided services similar to those requested in Section Four of this RFQ for tax-exempt revenue bonds. Include the company name, street address, contact name, and phone numbers for these references.
2. Describe the Offeror's experience providing the services or engaging in activities as they relate to the work being requested in Section Four of this RFQ.
3. Describe the legal expertise available within and/or to the Offeror with regard to the Arbitrage provisions of Section 148 of the Internal Revenue Code. Describe the quality control review process and quality assurance your firm provides to ensure that work performed is consistent with current federal tax and other applicable laws. Provide examples of tax opinions.
4. Provide Florida Housing with documentation regarding any failure to provide the required rebate calculation to the IRS within the specified time frame.

D. QUALIFICATIONS OF PERSONNEL

Provide an organizational chart and an overview of the key individuals (team members) proposed to be assigned to Florida Housing's account. The overview shall include the following information for each individual:

1. Name, title, and role on this engagement;
2. Office street address, e-mail address, and office and cellular telephone numbers;
3. Identify those members that have experience in or with (a) cash flow preparation, (b) single family and/or multifamily finance, and (c) other state and local housing authorities;
4. Specific qualifications and expertise; and
5. A description of the individuals' relevant educational and professional accomplishments.

E. LEGAL ISSUES

1. Describe any completed or pending litigation involving or alleged to involve securities laws violation(s) by members of the Offeror's firm and specifically those that would be involved with providing services to Florida Housing.
2. Disclose any representation or relationship that may present a conflict of interest.
3. Provide a description of to what extent, if any, the Offeror, including all holding companies and subsidiaries, or any officers or directors or other key personnel, is now, or has been, under indictment, or subject to an order from a court of competent jurisdiction. Describe impending litigation of which Florida Housing should be made aware. In addition, provide a description of to what extent, if any, the Offeror, including all holding companies and subsidiaries, or any officers or directors or other key personnel, is now, or has been, during the last ten years, under investigation, been the subject of any allegation, or under an order issued by a regulatory of governmental agency. If any such condition exists, or existed, discuss the outcome, if one has occurred, or probably outcome, and to what extent this could impair the level of service of the Offeror.

F. TECHNICAL APPROACH

1. Provide a brief description of the Offeror's approach in providing the services in Section Four of this RFQ.
2. Describe the format that the Offeror will require for data submission from Florida Housing to perform calculations. Describe in detail the information and assistance you will require from Florida Housing in completing the Arbitrage calculations. Indicate whether additional information or reports will be required.
3. Provide an actual report or sample of calculations that the Offeror has performed for services similar to those requested in Section Four of the RFQ.

G. FEES

1. Provide the proposed fee to be charged in connection with the services described in Section Four, items A-M all inclusive, of this RFQ. A fee schedule work sheet (Exhibit A) is attached hereto for use in itemizing fees.
2. Fees proposed shall include all charges relating to the services required under the contract and all out-of-pocket expenses, such as telephone, postage and shipping, printing and/or copy costs, and travel, if any. No costs will be reimbursed under the Contract.

FINAL FEE SCHEDULE SHALL BE SUBJECT TO NEGOTIATION.

H. DRUG-FREE WORKPLACE

If the Offeror has implemented a drug-free workplace program, pursuant to Section 287.087, Fla. Stat., the Offeror must submit a valid affidavit to demonstrate its status.

I. MINORITY BUSINESS ENTERPRISE

If the Offeror is a minority business enterprise as defined in Section 288.703, Fla. Stat., the Offeror must submit a valid affidavit to demonstrate its status.

**SECTION SEVEN
EVALUATION PROCESS**

Individual Committee members shall evaluate the Responses independently. As indicated in this section, points shall be assigned to certain items presented in Section Six of this RFQ. The individual Committee members shall evaluate the Responses by reviewing the answers to each of the items and assigning points up to the maximum points allowed for each item. The Committee shall not use those items without points assigned in computing the numerical score, but shall use them as part of their evaluation and recommendation process, for informational purposes, as a basis for possible disqualification, and to break any tie. The Committee shall also use the various scored items as a part of its evaluation and recommendation process. The Committee may conduct one or more public meetings during which members may discuss their evaluations, make any adjustments deemed necessary to best serve the interests of Florida Housing’s mission, interview Offerors, observe a software demonstration, and develop a recommendation or series of recommendations to the Board. The Committee and/or Staff may make a recommendation, in addition to providing the scoring information and the information from the non-scored items to the Board for the Board to use in making the final selection. The Committee and/or Staff may also give the Board a written and/or verbal narrative describing the reasons for any recommendation. In the event of a tie, Florida Housing shall 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 shall give preference to minority business enterprises as defined in Section 288.703, Fla. Stat. Staff may recommend that the Board conduct oral interviews as part of the evaluation process to select the Offeror. 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, any oral presentations of Offerors and any other information the Board deems relevant in its selection of Offerors to whom to award a Contract. The points available for each of the items to be evaluated are as follows:

Item Reference	Maximum Points
B.4-B.7 General Information	5
C. Experience and Resouces	30

D. Qualifications of Personnel	30
F. Technical Approach.....	20
G. Fees	15
 Total Points Available.....	 100

**SECTION EIGHT
AWARD PROCESS**

Florida Housing shall 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., et al. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., et al. or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

EXHIBIT A

FEES

<u>Annual Rebate Calculation</u>	<u>Per Multifamily Bond Issue</u>	<u>Per Single Family Bond Issue</u>
Year 1 – Initial Report Fee Including engagement fee	\$	\$
Subsequent Annual Report Fee	\$	\$
Extra Period Fee (Additional fee for preparing Arbitrage Rebate report covering Periods in excess of 12 months.)	\$	\$