

**CONTRACT FOR  
ARBITRAGE REBATE ANALYST SERVICES BETWEEN  
FLORIDA HOUSING FINANCE CORPORATION  
AND  
HAWKINS DELAFIELD & WOOD LLP**

This Contract for Arbitrage Rebate Analyst Services, Contract #014-2026 (Contract) is entered into by and between the FLORIDA HOUSING FINANCE CORPORATION (Florida Housing), a public corporation and a public body corporate and politic, with headquarters located at 227 North Bronough Street, Suite 5000, Tallahassee, FL 32301, and HAWKINS DELAFIELD & WOOD LLP (Contractor), located at 140 Broadway, 42<sup>nd</sup> Floor, New York, NY 10005. Upon execution by both parties, this Contract shall become effective June 16, 2026, or as of the date the last party signs, whichever is later (Effective Date).

**RECITALS**

- A. The Contractor represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide Arbitrage Rebate Analyst Services identified herein and offers to perform those services described in Exhibit A, Request for Qualifications (RFQ) 2026-02 attached hereto and incorporated herein.
- B. Florida Housing has a need for such services and does hereby accept the offer of the Contractor upon the terms and conditions outlined in this Contract.
- C. Florida Housing has the authority pursuant to Florida law to direct disbursement of funds for compensation to the Contractor under the terms and provisions of this Contract.

**AGREEMENT**

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

**A. RECITALS**

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

**B. ATTACHMENTS**

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

Exhibit A, RFQ 2026-02  
Exhibit B, Fees

#### C. ENGAGEMENT OF THE CONTRACTOR

The Contractor agrees to provide Arbitrage Rebate Analyst Services in accordance with the terms and conditions hereinafter set forth. The Contractor agrees to perform the services set forth in Exhibit A, and as otherwise stated in this Contract. The Contractor understands and agrees that all services under this Contract are to be performed solely by the Contractor, and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing.

#### D. TERM OF CONTRACT

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

#### E. MODIFICATION OF CONTRACT

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

#### F. INVOICES

The Contractor shall submit invoices to the program contact person in Section K, Administration of Contract. Each invoice for fees shall be in a format that is clearly itemized so that the invoice states the specific services performed and when and where the services were performed. Payment of an undisputed invoice shall be made within a reasonable period of time not to exceed 30 days after receipt of the invoice. If an invoice is disputed, Florida Housing shall notify the Contractor in writing within 10 business days of receipt, specifying the basis for the dispute. Both parties shall work in good faith to resolve the dispute within 30 days. The Contractor shall not be reimbursed for any expenses unless expressly authorized in this Contract or pre-approved in writing by Florida Housing. Any pre-approved reimbursable expenses must be reasonable, necessary, and supported by appropriate documentation. If the Contractor is found to be in non-compliance with applicable Florida laws, federal laws, Florida Housing rules or Florida Housing policies governing its duties hereunder, or fails to perform its duties hereunder, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing.

#### G. FEES/COSTS

The Contractor shall be compensated as described in Exhibit B, Fees. All compensation shall be in accordance with the terms of this Contract and shall constitute full payment for services rendered.

Contractor acknowledges and agrees that all compensation paid under this Contract constitutes taxable income, and the Contractor shall be solely responsible for all applicable federal, state, and local taxes.

#### H. LIABILITY: INDEPENDENT CONTRACTOR; COMPLIANCE WITH LAWS

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

2. This Contract is executed by the undersigned solely in their official capacity on behalf of Florida Housing Finance Corporation, and no personal liability shall attach to the individual with respect to this Contract.

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

4. The Contractor, together with its agents, suppliers, subcontractors, officers, and employees, shall have and always retain under this Contract the legal status of an independent contractor, and in no manner shall they be deemed employees of Florida Housing or deemed to be entitled to any benefits associated with such employment. During the term of this Contract, the Contractor shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law. The Contractor acknowledges that it is solely responsible for all applicable federal, state, and local taxes, including, but not limited to, income tax, self-employment tax, and all FICA and Medicare contributions. The Contractor is solely responsible for any insurance coverage related to work-related injuries or illnesses, and Florida Housing shall have no responsibility or liability for any such coverage.

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

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

make any commitments for or incur any charges or expenses for, or in the name of, Florida Housing.

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

#### I. DEFAULT AND REMEDIES

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

2. The Events of Default shall include, but not be limited to, the following:

a. If any report, information or representation provided by the Contractor in this Contract is inaccurate, false or misleading in any respect;

b. If any warranty or representation made by the Contractor in this Contract or any other outstanding agreement with Florida Housing is deemed by Florida Housing to be inaccurate, false or misleading in any respect;

c. If the Contractor fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;

d. If, in the sole discretion of Florida Housing, the Contractor has failed to perform or complete any of the services identified in the attachments;

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

f. If the Contractor has discriminated on the grounds of race, color, religion, sex, national origin, disability, or any other legally protected status in performing any service identified in the attachments;

g. If the Contractor does not comply with the terms and conditions set forth in s. 420.512(5), F.S.;

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

i. If the Contractor refuses to permit public access to any document, paper, letter, computer files, or other material subject to disclosure under Florida's Public Records Law.

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

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

4. If Florida Housing provides a Cure Period and if the Contractor is unable or unwilling to cure the Event of Default within the Cure Period, Florida Housing may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude Florida Housing from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but are not limited to the following:

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

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

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

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

## J. TERMINATION

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

2. The Contractor may terminate this Contract, 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 Contract, herein. The Contractor shall be responsible for all costs arising from the resignation of the Contractor and the costs associated with the appointment of and transition to a successor Contractor.

3. All obligations of the parties that by their nature are intended to survive termination or expiration of this Contract, including but not limited to obligations relating to confidentiality, public records, and indemnification, shall survive such termination or expiration.

## K. ADMINISTRATION OF CONTRACT

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

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

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

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

3. The Contractor's contract administrator for this Contract is:

Takashi Iwata  
Managing Director of FAS  
Hawkins Delafield & Wood LLP  
140 Broadway, 42<sup>nd</sup> Floor

New York, New York 10005  
Office: 212.820.9432  
E-mail: tiwata@hawkins.com  
**or the designated successor.**

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

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

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

**1. Public Records**

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

Pursuant to s. 119.0701(2)(b), F.S., the Contractor will be required to comply with public records laws, specifically to:

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

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

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

d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall 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 Contractor is acting on behalf of Florida Housing.

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

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

2. Confidentiality

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

b. It is the Contractor's obligation and responsibility to maintain the secrecy of trade secrets and the confidentiality of other confidential information by adequately marking such materials as confidential or exempt before forwarding such information or materials to Florida Housing. It shall be the responsibility of the Contractor to defend the confidentiality of such materials, if necessary.

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

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

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

### 3. Copyright, Patent and Trademark

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

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

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

### 4. Files

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

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

expiration of the five-year period, these files will be retained until all litigation, claims, or audit findings involving the files have been resolved.

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

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

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

The laws of the State of Florida, including the State Cybersecurity Act, s. 282.318, F.S. and Florida Cybersecurity Standards, Chapter 60GG-2, F.A.C. (collectively, “Florida Law”) and the Gramm-Leach-Bliley Act of 1999 (15 U.S.C. § 6801 et seq.) and the regulations promulgated thereunder, including, without limitation, the Interagency Guidelines Establishing Standards for Safeguarding Customer Information (collectively, the “Act”), impose various requirements regarding consumer privacy as well as the confidentiality, integrity, and accuracy of consumer information. Notwithstanding anything contained herein to the contrary, the provisions and requirements of this section shall only apply if and when the Contractor and its employees and/or agents may have access to certain confidential information of Florida Housing and nonpublic personal information pertaining to the customers of Florida Housing.

##### 1. Definitions.

For the purposes of this section:

a. “Customer Data” means any and all data and information of any kind or nature submitted to Contractor by Florida Housing, or received by Contractor on behalf of Florida Housing, related to a natural person. Customer Data includes but is not limited to “nonpublic personal information” (as defined in the Act) necessary for Contractor to provide the Services, as well as “personal information” or “nonpublic information” as defined under Florida Law. Florida Housing shall remain the sole and exclusive owner of all Customer Data, regardless of whether such data is maintained on paper, magnetic tape, magnetic disk, personal computing devices (including but not limited to computers, tablets, smartphones, etc.), cloud computing systems maintained by Contractor or others on service provider’s behalf, or any other storage or processing device.

b. “Confidential Information” shall mean all information designated by Florida Housing as confidential, including all Customer Data, and all information or data, whether marked or designated as confidential, concerning or related to

Florida Housing's products, (including the discovery, invention, research, improvement, development, manufacture, or sale thereof), processes, or general business operations (including sales costs, profits, pricing methods, organization, and employee lists), and any information obtained through access to any of Florida Housing's information systems, including, without limitation, networks, network services, computers, computer systems and communications systems (collectively, the "Information Systems"), which, if not otherwise described above, is of such a nature that a reasonable person would believe it to be confidential or proprietary. Confidential Information, other than Customer Data (which shall always remain confidential), shall not include: (a) information which is or becomes publicly available (other than by Contractor or such other party having the obligation of confidentiality) without breach of this Contract; (b) information independently developed by Contractor; or (c) information received from a third party not under a confidentiality obligation to Florida Housing.

2. Use of Confidential Information. Contractor shall not use, retain, copy, sell, transfer, publish, disclose, display, or otherwise make any of Florida Housing's Confidential Information available to any third party without the prior written consent of Florida Housing. Contractor shall hold the Confidential Information in confidence and shall not disclose or use such Confidential Information other than for the purposes contemplated by the Contract or in compliance with the requirements set forth in the Act, and/or Florida Law, and Contractor shall instruct all of its directors, officers, employees, agents, contractors and financial, legal and other advisors to whom it provides the Confidential Information (the "Representatives") to use the same care and discretion with respect to the Confidential Information that Contractor requires with respect to its own most confidential information, but in no event less than a reasonable standard of care, including the utilization of security devices or procedures designed to prevent unauthorized access to and processing of the Confidential Information. Contractor shall instruct its Representatives of its confidentiality obligations hereunder and not to attempt to circumvent any such security procedures and devices. Additionally, Contractor shall require that each of its Representatives agree to all of the same restrictions and conditions concerning Confidential Information to which Contractor is bound in this Contract. All Confidential Information shall be distributed only to persons having a need to know such information to perform their duties in conjunction with the Contract. Unless otherwise agreed in writing, the obligations set forth in this section shall continue perpetually and survive the termination or expiration of the Contract for any reason. Further, upon request by Florida Housing or upon termination of the Contract, Contractor shall deliver to Florida Housing any Confidential Information in its possession and destroy any copies of Confidential Information in Contractor's files, unless otherwise required under operation of law.

3. Access to Information Systems. Access, if any, to Florida Housing's Information Systems is granted solely to perform the Services under the Contract and is limited to those specific Information Systems, time periods and personnel as are separately agreed to by Florida Housing and Contractor from time to time. Florida Housing may require the Representatives to sign individual agreements prior to accessing Florida Housing's Information Systems. Use of Florida Housing's

Information Systems during other time periods or by individuals not authorized by Florida Housing is expressly prohibited. Access is subject to Florida Housing business control and information protection policies, standards and guidelines as may be modified from time to time. Use of any other of Florida Housing's Information Systems is expressly prohibited. This prohibition applies even when an Information System that Contractor is authorized to access serves as a gateway to other Information Systems outside Contractor's scope of authorization. Contractor agrees to access Information Systems only from specific locations approved for access by Florida Housing. For access outside of Florida Housing's premises, Florida Housing may designate the specific network connections to be used to access Information Systems.

4. Information Security. Contractor shall be responsible for establishing and maintaining an information security program (the "Information Security Program") designed to satisfy all objectives set forth in the Act and Florida Law. The Contractor shall take full responsibility for the security of all Confidential Information in its possession or in the possession of its approved subcontractors and shall hold Florida Housing harmless for any damages or liabilities resulting from the unauthorized disclosure, processing, or loss thereof. At a minimum, Contractor agrees:

a. To implement appropriate technical and organizational measures, including a network firewall and maintaining secure environments that are patched and up-to-date with all appropriate security updates as designated by a relevant authority, to protect Confidential Information against (i) accidental or unlawful destruction or loss, (ii) unauthorized disclosure, access, processing and exfiltration, or theft, in particular where processing involves the transmission of Confidential Information over a network, (iii) alteration, and (iv) all misuse;

b. To implement appropriate procedures to ensure that (i) unauthorized persons will not have access to the data processing equipment used to process the Confidential Information, (ii) any persons it authorizes to have access to the Confidential Information will respect and maintain the confidentiality and security of the Confidential Information, and (iii) the measures and procedures that it uses will be sufficient to comply with all legal requirements applicable to both Florida Housing and Contractor;

c. To 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;

d. To ensure the transmission or exchange of Confidential Information 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;

e. To appropriately destroy Confidential Information based on the format stored upon the expiration of any applicable retention schedules; and

f. To discipline employees that violate the Information Security Program.

5. Information Security Program Monitoring. Upon written request of Florida Housing, Contractor shall provide Florida Housing with viewing access of summaries of all internal and third-party security audits and security test results from the past three years to confirm that Contractor is satisfying its obligations under this Contract, the Act, and Florida Law. Further, during the term of this Contract, the following monitoring is required at Contractor's expense:

a. Contractor will provide Florida Housing annual written assurances that Contractor's Information Security Program continues to meet the requirements of this Contract.

b. Contractor will provide Florida Housing, on an annual basis, viewing access to copies of all audits of Contractor's internal controls to protect Confidential Information, Contractor's security program, Contractor's reviews to protect Confidential Information, and Contractor's business continuity program. Such audits may be performed by Contractor or Contractor's independent external auditors.

c. Each report prepared in connection with the audits required in this section shall contain Contractor's management response to any noted exceptions, together with appropriate target dates for completion of required or planned changes. In the event Florida Housing's review of any of the above audits raises issues concerning Contractor's continued compliance with this Contract or the requirements set forth in the Act and/or Florida Law, Florida Housing shall give written notice to Contractor of such issues. Within 30 days from the date of Florida Housing's initial written notification to Contractor, the parties shall agree upon a date by which the issues will be resolved. The parties will use their best efforts to resolve the issues, correct any problem, or make appropriate changes to the Contract that do not materially alter the original obligations of the parties. In the event such issues are not resolved before the agreed upon date, the Contract, at Florida Housing's sole option, may be terminated, and any advance payments of fees under the Contract will be prorated as of the termination date and promptly returned by Contractor to Florida Housing. No termination penalty shall be paid by either party.

6. Unauthorized Disclosure. Contractor shall (a) immediately notify Florida Housing of any actual or suspected unauthorized access to, processing, use, or disclosure of the Confidential Information not authorized by the terms of this Contract, (b) estimate the disclosure's effect on consumers, Florida Housing, and the confidentiality, integrity, and availability of the Confidential Information, including the date(s) and number of records affected by unauthorized access or processing of Confidential Information, (c) comply with Florida Housing's requests for assistance in responding to such incident, (d) specify all timelines and corrective actions taken or

planned to be taken by Contractor to address this incident and prevent future similar incidents, and (e) otherwise abide by provisions set forth in s. 501.171, F.S.. The parties mutually agree to initiate immediate changes in security procedures and requirements in the event of such unauthorized access. Upon the occurrence of any actual or suspected unauthorized access to or use or disclosure of the Confidential Information described in clause (a) above which reasonably may be anticipated to have a material adverse effect on Florida Housing's reputation or business, Florida Housing, at its sole option, may immediately terminate the Contract upon notice to Contractor, and any advance payment of fees under the Contract will be prorated as of the termination date and promptly returned by Contractor to Florida Housing. No termination penalty shall be paid by either party.

7. Access to Premises. For the sole purpose of reviewing Contractor's security policies and procedures, Contractor shall grant Florida Housing access to Contractor's premises from time to time during regular business hours upon reasonable notice to Contractor from Florida Housing. Florida Housing shall hold in confidence and shall promptly return or destroy all information contained in or derived from Contractor's policies and procedures and shall not use any such information except for the sole purpose of ensuring Contractor's compliance with the terms of this Contract.

8. Regulatory Oversight. Contractor acknowledges that Florida Housing is regulated by certain regulatory authorities (the "Regulators"), that the Regulators have examination oversight over Florida Housing, and that the Regulators have authority to examine the operations performed by Contractor on behalf of Florida Housing. Contractor will cooperate fully with Florida Housing in responding to inquiries made to Florida Housing by Regulators. In the event a Regulator determines corrective measures are required to meet the requirements of the Act and/or Florida Law, Contractor and Florida Housing will use their best efforts to modify the Contract to comply with such Regulator's requirements. In the event a Regulator formally objects to the relationship between Contractor and Florida Housing and such objection cannot be remedied, the Contract shall be deemed terminated and (i) the parties will mutually agree to an orderly conversion of the Services to another provider of similar services; (ii) all payments made in advance under the Contract shall be prorated as of the termination date and promptly returned by Contractor to Florida Housing; and (iii) no termination penalty shall be paid by either party.

9. Business Resumption and Contingency Plans. Contractor shall maintain in place a complete disaster recovery and business resumption plan sufficient to satisfy all standards and requirements set forth in the Act and Florida Law. Throughout the term of the Contract, Contractor will maintain recovery services that are substantially equivalent to or better than those that are in effect as of the Effective Date of this Contract. Contractor will provide to Florida Housing copies of its disaster recovery and business resumption plan and any test results pertaining thereto upon request by Florida Housing.

10. Insurance. Contractor shall provide Florida Housing with insurance information for stand-alone cyber liability coverage, including the limits available and

retention levels. If Contractor does not carry stand-alone cyber liability coverage, Contractor agrees to indemnify costs related to notification, legal fees, judgments, settlements, forensic experts, public relations efforts, and loss of any business income related to this Contract.

#### N. ACCESSIBILITY REQUIREMENTS

Contractor shall ensure that all electronic deliverables provided under this Agreement, including, but not limited to, reports, PDFs, presentations, forms, data visualizations, dashboards, online tools, and other digital or web-based content, comply with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA. Deliverables must be provided in accessible formats compatible with commonly used assistive technologies. Contractor shall promptly remediate any accessibility deficiencies identified by Florida Housing at no additional cost and shall provide corrected deliverables within a mutually agreed-upon timeframe.

#### O. OTHER PROVISIONS

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

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

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

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

5. The Contractor understands and agrees to provide Florida Housing with an IRS Form W-9 upon request.

6. The Contractor understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in s. 20.055(5), F.S.

7. The Contractor understands and agrees to comply with the provisions of s. 448.095, F.S.

8. The Contractor attests, under penalty of perjury, that it does not meet any of the criteria in s. 287.138(2)(a) – (c), F.S.

9. The Contractor attests, under penalty of perjury, that it does not use coercion for labor or services as defined in s. 787.06, F.S.

P. LOBBYING PROHIBITION

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

Q. LEGAL AUTHORIZATION

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

R. PUBLIC ENTITY CRIME

Pursuant to s. 287.133(2)(a), F.S.: “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.” Contractor certifies that it is not listed on the convicted vendor list pursuant to s. 287.133, F.S.

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

S. CONFLICTS OF INTEREST

1. Pursuant to s. 420.512(5), F.S.:

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

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

2. Section 420.503(34), F.S., 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.

3. By executing this contract, the Contractor certifies that it shall comply with, and is currently in compliance with, s. 420.512(5), F.S., as amended.

4. In addition to the conflict of interest rules imposed by the Florida Statutes, should the Contractor become aware of any actual, apparent, or potential conflict of interest or should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of this Contract and prior to the conclusion of the Contract, the Contractor will provide an e-mail notification to Florida Housing's Contract Administrator within 10 working days. If Florida Housing, in its sole discretion, finds the Contractor to be in non-compliance with this provision, without prior written consent from Florida Housing's Executive Director, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing and all obligations on the part of Florida Housing to continue doing business with the Contractor or assign any future transaction to the Contractor shall, if Florida Housing so elects, terminate.

#### T. ELECTRONIC SIGNATURES

The parties agree that this Contract (and any attachments, exhibits, and amendments) may be executed and delivered by electronic signatures and that the signatures appearing on this Contract 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 s. 668.50, F.S.

#### U. ENTIRE AGREEMENT

This Contract, including any and all attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations between the parties. This Contract supersedes all previous oral or written communications, representations, or agreements on this subject not incorporated herein.

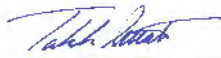
#### V. SEVERABILITY

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

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IN WITNESS WHEREOF, the parties have executed this Contract #014-2026, each through a duly authorized representative, effective on the Effective Date.

HAWKINS DELAFIELD & WOOD LLP

By: 

Name: Takashi Iwata

Title: FAS Managing Director

Date: 4/16/2026

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name: Angeliki G. Sellers

Title: CFO

Date: 04/16/26

**EXHIBIT A**

**REQUEST FOR QUALIFICATIONS (RFQ) 2026-02**

**ARBITRAGE REBATE ANALYST SERVICES**

**for**

**FLORIDA HOUSING FINANCE CORPORATION**

**January 5, 2026**

## **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 (“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:

|                    |                                                                                                                                                                                                                                                                                                       |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| “Arbitrage”        | Arbitrage occurs when Florida Housing invests its bond proceeds at a yield 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.                                                                                                                                                                  |
| “Contractor”       | A person or entity providing the professional services described in Section Four of this RFQ.                                                                                                                                                                                                         |
| “Days”             | Calendar days, unless otherwise specified.                                                                                                                                                                                                                                                            |
| “Effective Date”   | The date the last party signs the contract that is awarded as a result of this RFQ.                                                                                                                                                                                                                   |

|                             |                                                                                                                                                                                                                                                                                                |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| “Florida Housing”           | Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by s. 420.504, F.S.                                                                                                                                                                    |
| “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.                                                                                                             |
| “Respondent”                | Any person or entity who has the capability in all respects to perform fully the requirements contained in this RFQ, and submits a response to this RFQ.                                                                                                                                       |
| “Response”                  | The written submission by a Respondent to this RFQ.                                                                                                                                                                                                                                            |
| “RFQ”                       | This RFQ, including all exhibits referenced in this document and all other documents incorporated by reference.                                                                                                                                                                                |
| “Staff”                     | Any employee of Florida Housing.                                                                                                                                                                                                                                                               |
| “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 <a href="http://www.floridahousing.org">www.floridahousing.org</a> .                                                                                                                                                      |

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

#### **A. Respondents will submit their Response to:**

<https://www.floridahousing.org/legal/procurements/RFQ-2026-02-Document-Upload>

Florida Housing must receive the entire Response on or before 2:00 p.m., Eastern Time, on February 11, 2026, 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; the PDF must be text-searchable and not password-protected, unless specified otherwise in Section Six below, and the file name ought to contain a reference to both the solicitation number (RFQ 2026-02) 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 submission of a Response.

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

D. Florida Housing reserves the right to:

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

E. Any interested party may submit any question regarding this RFQ in writing via e-mail to the Contract Administrator at [Contract.Admin@floridahousing.org](mailto:Contract.Admin@floridahousing.org). All questions must be submitted no later than 2:00 p.m., Eastern Time, on January 21, 2026. Phone calls will not be accepted. Florida Housing expects to respond to all questions in writing by 5:00 p.m., Eastern Time, on January 28, 2026. 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, excluding Saturdays, Sundays, and state holidays, 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 s. 120.57(3), F.S., and Rule Ch. 28-110, Fla. Admin. Code. Failure to file a protest

within the time prescribed in s. 120.57(3), F.S., will constitute a waiver of proceedings under Ch. 120, F.S.

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 and selection of an alternate Respondent.

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 s. 668.50, F.S.

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

Florida Housing issues tax-exempt revenue bonds to finance the acquisition and construction of single family and multifamily 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, and no later than 60 days after the end of the computation period, the Arbitrageur shall provide to Staff a written calculation of arbitrage earnings and the rebate requirement for each bond issue subject to Section 148(f) of the Internal Revenue Code of 1986, as amended, together with a written opinion confirming that the calculations were performed in accordance with Section 148(f) and all applicable regulations. The Trustee shall supply the information necessary to perform these calculations, and the Arbitrageur shall

compare the Trustee's data with the Guaranteed Investment Contract (GIC) provider statement or any other investment statement authorized by the Trust Indenture.

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

C. 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).

D. 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 Senior Financial Administrator no later than 45 days after the end of the five-year computation period.

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

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

G. 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 Service 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; and
7. Provide a legal opinion of 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.

H. Assist Staff, as necessary, in the event of an Internal Revenue Service inquiry and/or audit, both during and subsequent to the contract period.

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

J. 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.

K. 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 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 Ch. 119, F.S., and subject to examination upon request, but only after Florida Housing provides a notice of decision pursuant to s. 120.57(3), F.S., 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 s. 420.512(5), F.S. For the purpose of s. 420.512(5), F.S., "Prohibited Business Solicitation Communications" is defined by s. 420.503(34), F.S.

D. The Respondent further affirms it is in compliance with s. 420.512(5)(c), F.S.

E. The Respondent is in compliance with s. 287.133(2)(a), F.S.

F. The Respondent is in compliance with s. 448.095, F.S.

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

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

I. The Respondent attests, under penalty of perjury, that it does not use coercion for labor or services as defined s. 787.06, F.S.

J. Pursuant to s. 119.0701(2)(b), F.S., 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](mailto: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.

K. 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.

L. 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.

M. 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.

N. 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.**

## **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 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. 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 Respondent's firm 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 Respondent's presence in Florida, and ability to be accessible to Florida Housing staff, availability for meetings, conferences, consultation, etc.
5. Describe the Respondent'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 Respondent considers to be significant, innovative or otherwise relevant to Florida Housing.

## 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. Describe the legal expertise available within and/or to the Respondent 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.
3. Provide Florida Housing with documentation regarding any failure to provide the required rebate calculation to the IRS within the specified timeframe.
4. Provide a list of state and local housing finance agencies (HFAs) for which the Respondent has provided services similar to those requested in Section Four of this RFQ within the last five years. Include the length of time the Respondent has worked with each HFA, and

whether the Respondent is currently providing or has ceased to provide services during this time.

#### 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 Respondent'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 Respondent, 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 involving any entity connected with providing services in response to this RFQ. Additionally, provide a description of to what extent, if any, the Respondent, 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 or 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 Respondent.

#### F. TECHNICAL APPROACH

1. Provide a brief description of the Respondent's approach in providing the services in Section Four of this RFQ.

2. Describe the format that the Respondent 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 Respondent has performed for services similar to those requested in Section Four of the RFQ.

#### G. FEES

Provide the proposed fees to be charged in connection with the services described in Section Four of this RFQ as outlined in Table 1 below. 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, and travel, if any. No costs will be reimbursed under the contract.

| <b>TABLE 1<br/>FEES</b>                                                                                            |                                       |                                         |
|--------------------------------------------------------------------------------------------------------------------|---------------------------------------|-----------------------------------------|
| <b>Annual Rebate Calculation</b>                                                                                   | <b>Per Multifamily<br/>Bond Issue</b> | <b>Per Single Family<br/>Bond Issue</b> |
| Year 1 – Initial Report Fee, including engagement fee                                                              | \$                                    | \$                                      |
| Subsequent Annual Report Fee                                                                                       | \$                                    | \$                                      |
| Extra Period Fee<br>(Additional fee for preparing Arbitrage Rebate report covering period in excess of 12 months.) | \$                                    | \$                                      |

*FINAL FEE SCHEDULE WILL BE SUBJECT TO NEGOTIATION.*

#### H. 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 s. 287.087, F.S.:

I hereby certify on behalf of the Respondent, under the terms of RFQ 2026-02, that the Respondent has implemented a drug-free workplace program pursuant to s. 287.087, F.S.

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

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

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

I. MINORITY BUSINESS ENTERPRISE

If the Respondent is a minority business enterprise as defined in s. 288.703, F.S., the Respondent must submit the following certification:

I hereby certify on behalf of the Respondent, under the terms of RFQ 2026-02, that the Respondent is a “minority business enterprise” as defined in s. 288.703(3), F.S.

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

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

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

J. 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 2026-02 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

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## 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.....         | 10                    |
| C. Experience and Resources .....   | 30                    |
| D. Qualifications of Personnel..... | 30                    |
| F. Technical Approach .....         | 20                    |
| G. Fees .....                       | 10                    |
| <b>Total Points Available.....</b>  | <b>100</b>            |

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

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>

## 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 s. 120.57(3), F.S. Failure to file a protest within the time prescribed in s. 120.57(3), F.S. 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 Ch. 120, F.S.

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<sup>1</sup> Pursuant to s. 287.05701 F.S., 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.

**EXHIBIT B  
FEES**

| <b>Annual Rebate Calculation</b>                                                                                          | <b>Per Multifamily<br/>Bond Issue</b> | <b>Per Single Family<br/>Bond Issue</b> |
|---------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-----------------------------------------|
| Year 1 – Initial Report Fee<br>Including engagement fee                                                                   | \$1,700                               | \$1,700                                 |
| Subsequent Annual Report Fee                                                                                              | \$1,400                               | \$1,600                                 |
| Extra Period Fee<br>(Additional fee for preparing<br>Arbitrage Rebate report covering<br>periods in excess of 12 months.) | \$600                                 | \$600                                   |

*Fees 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 this Contract.*