REQUEST FOR QUALIFICATIONS 2010-07

HOUSING COUNSELING AGENCIES FOR THE IMPLEMENTATION OF THE HFA HARDEST HIT FUND MORTGAGE INTERVENTION STRATEGY

for

FLORIDA HOUSING FINANCE CORPORATION

June 18, 2010
SECTION ONE
INTRODUCTION

A. On February 19, 2010, President Obama announced $1.5 billion in funding called the Housing Finance Agency Innovation Fund for the Hardest-Hit Housing Markets (HFA Hardest-Hit Fund) to help families in the five states that have been hit the hardest by the combination of housing price declines and unemployment.

B. Florida Housing proposed to the US Treasury (Treasury) a Mortgage Intervention Strategy which is designed to help unemployed or underemployed homeowners achieve the goal of sustainable homeownership by extending the time period for homeowners to become re-employed at a salary that is sufficient to either resume making full mortgage payments or qualify for a mortgage modification that will lower the payments and terms of the mortgage to an affordable level. Treasury has not yet approved the final terms of this strategy. Therefore, provisions of this RFQ are subject to change based upon final Treasury approval.

C. As the entity designated by Treasury to receive and administer the HFA Hardest-Hit Fund, Florida Housing is soliciting sealed responses from local housing counseling agencies or other qualified entities to deliver services associated with the Mortgage Intervention Strategy that includes:

- Client intake;
- Screening for eligibility for Home Affordable Modification Program (HAMP);
- Determination of eligibility for the Mortgage Intervention Strategy;
- Continuing case management of clients assisted by the Mortgage Intervention Strategy; and
- Reporting activities.

The services sought shall be performed in accordance with the terms and conditions set forth in this RFQ, and/or any other term and condition in any Contract subsequently awarded. Offerors shall be selected through Florida Housing’s review of each response, considering the factors identified in this RFQ, and any other factors that Florida Housing considers relevant to serving the best interests of Florida Housing and its mission.

SECTION TWO
DEFINITIONS

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

“Board” The Board of Directors of Florida Housing Finance Corporation.
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Committee”</td>
<td>The review committee comprised only of employees of Florida Housing that is established pursuant to Fla. Admin. Code R. 67-49.007.</td>
</tr>
<tr>
<td>“Contract”</td>
<td>The document containing the terms and conditions of this RFQ and any other term and condition that the parties agree to.</td>
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<tr>
<td>“Contractor”</td>
<td>A person or entity providing the professional services described in Section Four of this RFQ.</td>
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<td>“Days”</td>
<td>Calendar days, unless otherwise specified.</td>
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<td>“Effective Date”</td>
<td>The date the last party signs the Contract(s) that is (are) awarded as a result of this RFQ.</td>
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<tr>
<td>“Florida Housing”</td>
<td>Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.</td>
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<tr>
<td>“Home Affordable Modification Program” or “HAMP”</td>
<td>Mortgage modification program created by the U.S. Government under the Making Home Affordable Plan.</td>
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<tr>
<td>“Interested Party”</td>
<td>A person or entity that obtains a copy of the RFQ from Florida Housing.</td>
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<tr>
<td>“Mortgage Intervention Strategy”</td>
<td>Florida Housing’s U.S. Treasury approved HFA Hardest-Hit Fund Strategy</td>
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<tr>
<td>“Offeror”</td>
<td>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.</td>
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<tr>
<td>“Response”</td>
<td>The written submission by an Offeror to this RFQ.</td>
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<tr>
<td>“RFQ”</td>
<td>This Request for Qualifications, including all exhibits referenced in this document and all other documents incorporated by reference.</td>
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<tr>
<td>“Staff”</td>
<td>Any employee of Florida Housing, including the Executive Director.</td>
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</table>
“Threshold Item” A mandatory requirement of the RFQ. Failure to meet any requirement in the RFQ designated as a “Threshold Item” shall result in rejection (no further action) of a Response.

“Website” The Florida Housing Finance Corporation website, the Universal Resource Locator (URL) of which is www.floridahousing.org

SECTION THREE
PROCEDURES AND PROVISIONS

A. An Offeror must submit an original and five (5) copies of the Response in a sealed envelope marked “RFQ 2010-07.” Each envelope or package containing Responses must clearly state the name of the Offeror. In addition, an Offeror must submit an electronic copy of the Proposal on a compact disc at the time the hard copies are submitted. The Response that is the original must clearly indicate “Original” on that Response. Florida Housing shall not accept a faxed or e-mailed Response.

In order for the Offeror to be considered in the first round of awards, Florida Housing must receive Responses on or before 2:00 p.m., Eastern Time, on July 6, 2010. Florida Housing intends to keep this RFQ open. For any Response received after the July 6, 2010 date, the Committee will evaluate and make its recommendations to the Board at the next regularly scheduled Board meeting after the applicable Review Committee Meeting noticed in the Florida Administrative Weekly.

Responses shall be opened at that time and consecutively numbered. Responses must be addressed to:

Sherry Green
Contracts Administrator
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301-1329
(850) 488-4197; Fax (850) 414-6548
Email: sherry.green@floridahousing.org

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(s), and may not be subcontracted or assigned without 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. Schedule an oral interview before the Committee and/or 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 Offerors with respect to any additional terms or conditions of the Contract.

7. Pursuant to Fla. Admin. Code R. 67-49.004, Florida Housing may modify the terms of the RFQ at any point prior to the due date of 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. The deadline for receipt of Responses may be extended as deemed necessary by Florida Housing.

E. Any Interested Party may submit any question regarding this RFQ in writing via mail, fax, or e-mail to Sherry Green at the address given in Section Three, paragraph A. All questions are due by 5:00 p.m., Eastern Time, on Thursday, June 24, 2010. Phone calls shall not be accepted. Florida Housing expects to respond to all questions by 5:00 p.m., Eastern Time, on Tuesday, June 29, 2010. Florida Housing shall post a copy of all questions received and their answers on Florida Housing’s Website at: http://apps.floridahousing.org/StandAlone/FHFC_ECM/AppPage_LegalRFQs.aspx 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 determine the method of sending its answers, which may include regular U.S. mail, overnight delivery, fax, e-mail or any combination of the above. Only written responses or statements from Sherry Green or her designee that are posted on the 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 Fla. Admin. Code R. 28-110. 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 five (5) years or as long as there are funds available in the Offeror’s service area contingent upon satisfactory performance evaluations by Florida Housing.
SECTION FOUR
OBJECTIVES AND SCOPE OF SERVICES

Florida Housing has created a program focused on a sustainable solution to keep homeowners in their current homes by helping those who are struggling to make their current mortgage payments because of hardships sustained since purchasing the home. These circumstances may include: unemployment, reduction of income, underemployment, death or disability in family, unforeseen medical bills, unforeseen costly home repairs, and divorce.

Most loss mitigation options on mortgage loans only allow for a limited forbearance, typically four months, when a borrower becomes unemployed. After that point, the loan is sent to foreclosure. In the current economic environment in the hardest hit markets of Florida, four months is not enough time for a borrower to become re-employed at a salary that is sufficient to continue making mortgage payments. Moreover, loss of income is the leading reason why homeowners are unable to qualify for a modification of their mortgage under HAMP.

Florida Housing’s Mortgage Intervention Strategy will extend the time period for homeowners to become re-employed at a salary that is sufficient to either resume making full mortgage payments or qualify for a mortgage modification that will lower the payments and terms of the mortgage to an affordable level. Florida Housing will use program funds to pay mortgage payments on behalf of a homeowner.

Florida Housing may also assist underemployed homeowners. If the homeowner is in an underemployed situation, where they may have a job but are making less than they were when they bought their house, the home may be at risk of foreclosure. Florida Housing intends to take into consideration their current income compared to their housing debt and possibly supplement the homeowner’s own housing payment in an amount that ensures that the homeowner is not being over subsidized.

The Contractor shall perform and render the services identified below as an independent Contractor and not as an agent, representative, or employee of Florida Housing. These services shall be known as “Contractor and professional services” and shall include, but are not limited to, the provision of advice and assistance to Florida Housing in the following areas:

A. OBJECTIVES

Offeror’s must be able to provide all of the services listed below. The work being procured shall include, but is not limited to, the following five general components:

- Client intake;
- Screening for eligibility with HAMP;
- Determination of eligibility with the Mortgage Intervention Strategy including the assessment for the need for a possible mortgage write-down or a subordinate lien reduction;
- Continuing case management of clients assisted with the Mortgage Intervention Strategy and coordination of additional resources (principal write-down or subordinate lien reduction) to facilitate successful mortgage modification; and
- Reporting activities.

These are described individually below.

B. CLIENT INTAKE

If the Offeror believes that the homeowner may be eligible for the Mortgage Intervention Strategy, the counselor will be required to assemble the following information which will be used to make eligibility determinations:

- Application, in a form to be provided by Florida Housing;
- Property Deed;
- Real Estate Tax information (if not escrowed);
- Homeowner’s Letter of Circumstance;
- Verification of Circumstances / Hardship Letter (layoff notice, letter from doctor, repair receipts, etc.);
- Client Information Release Authorization Form;
- Mortgage Verification;
- Employment/Unemployment Verification;
- Deposit/Loan Verification;
- Income Verification (the two most current paystubs, checks or income statements);
- Federal Income Tax Returns;
- Monthly Statements of Charge Accounts and Loans (including student loans);
- Foreclosure Notice (if filed);
- Homeowner’s Insurance Policy,
- Bankruptcy Information (if applicable);
- Credit Report;
- Affidavit by homeowner that they provided complete and accurate debt and income information
- Other Documentation; and
- Counselor recommendation based on facts provided.

C. SCREENING FOR ELIGIBILITY WITH HAMP;

Before a client may be considered for the Mortgage Intervention Strategy, the homeowner must first be screened for eligibility under HAMP.
HAMP is designed to help financially struggling homeowners avoid foreclosure by modifying loans to a level that are affordable for borrowers now and sustainable over the long term. The program provides clear and consistent loan modification guidelines that the entire mortgage industry can use.

Borrower eligibility is based on meeting specific criteria including:

- Borrower has a loan that is being serviced by a HAMP participant or the mortgage investor is a HAMP participant.
- Borrower is delinquent on their mortgage or faces imminent risk of default.
- Property is occupied as borrower's primary residence.
- Mortgage was originated on or before January 1, 2009, and unpaid principal balance must be no greater than $729,750 for one-unit properties.
- The borrower has a mortgage payment that is not affordable due to a financial hardship that can be documented.
- The borrower has a monthly mortgage payment greater than 31 percent of gross monthly income.

If the borrower meets the minimum eligibility criteria, the Offeror in conjunction with the borrower’s current servicer will:

- Ask the borrower and all co-borrowers about current income, assets and expenses, as well as any specific hardship circumstances to determine if they are unable to make the mortgage payment.
- Determine if the borrower’s front-end debt-to-income (“DTI”) ratio is greater than 31 percent. If so, apply the standard modification waterfall steps to reduce the borrower’s monthly mortgage payment to a point that it represents no more than 31 percent of the borrower’s gross monthly income.
- Apply a Net Present Value (“NPV”) test to determine whether the value of the loan to the investor will be greater if the loan is modified (factoring in the government’s incentive payments). If the modified loan is not of greater value, the investor and servicer may still modify the loan. However, modification in such cases is not required. If the modified loan is of greater value, the servicer must offer a HAMP modification to the borrower, and, if the borrower accepts the offer, the servicer will put the borrower on a trial modification (typically three months) at the new payment level.
- If the borrower makes all of the required trial payments during the trial period and the income and expense information provided by the borrower is determined to be accurate, the servicer will execute a permanent modification agreement.

D: DETERMINATION OF ELIGIBILITY FOR THE MORTGAGE INTERVENTION STRATEGY INCLUDING ASSESSING THE NEED FOR A POSSIBLE MORTGAGE WRITE-DOWN OR A SUBORDINATE LIEN REDUCTION

Contractors will determine the borrower’s eligibility. There are certain standard requirements the homeowner must satisfy in order to receive funding from the Mortgage Intervention Strategy. These requirements include that the mortgage being paid by the
Mortgage Intervention Strategy funds is for the homeowner’s principal residence and the residence is located in Florida. The maximum income level for participation will be 140% of the Area Median Income (AMI). It is anticipated that most or all participants in an unemployment / underemployment situation will at the time of application be below this income level. Florida Housing intends to take this into account by implementing a maximum mortgage amount that will be assisted under this strategy. The maximum mortgage amount will vary depending on location of the home. Table 1 provides the maximum mortgage amount based on the county where the home is located.

Offerors will be required to take into account the circumstances that brought the homeowner to their current situation. The Offeror will be required to document that the homeowner’s current situation is due to suffering a hardship. When making this determination, Florida Housing proposes that the Offeror should consider the following examples as circumstances beyond the homeowner’s control which could result in financial hardship:

- Unemployment or underemployment through no fault of the homeowner;
- Loss, reduction or delay in receipt of federal, state or other government benefits (Social Security, Suplemental Security Income, Public Assistance, Government Pensions) or of private benefit payments (pensions, annuities, retirement plans);
- Loss, reduction or delay in receipt of income because of the death or disability of a person who contributed to the household income;
- Expenses incurred related to uninsured damage or costly repairs to the mortgaged premises affecting its habitability;
- Expenses related to death or illness in the homeowner’s household or of family members living outside the household which reduce the amount of household income; and
- Loss of income or substantial increase in total housing expenses because of a divorce from a spouse or failure to receive required support.

The following items should be considered as circumstances not beyond the control of the homeowner and may be cause for rejection of the application by the Offeror:

- Mortgaging the property for commercial or business purposes;
- Termination of employment by the homeowner without a necessitous cause or termination of the homeowner’s employment by an employer for willful misconduct;
- The homeowner had sufficient income to pay the mortgage but failed to do so – in this regard, if the homeowner’s total housing expense is less than or equal to 31% of calculated income, and no reasonable cause for financial hardship is demonstrated by the homeowner, then the nonpayment of the mortgage debt will not be considered to be a circumstance beyond the homeowner’s control; and
- The homeowner’s financial hardship was a result of money mismanagement or an over extension of credit to the homeowner – in this regard, debts incurred or expenditures made by the homeowner for nonnecessities, prior to or during the financial hardship, which exceeded the homeowner’s ability to pay, will be considered evidence of poor financial management.
- Whether the homeowner was ever able to afford the home purchased.
Other items the Offeror should consider when determining program eligibility include:

- Whether the borrower’s home is currently underwater, meaning how much is owed on the mortgage(s) compared to the current value of the home. The current valuation tool for Fannie Mae loans is the website www.efanniemae.com and for Freddie Mac loans is the website www.bpodirect.com;
- If the borrower was to gain better employment, would they be able to qualify for a mortgage modification (if necessary) based on the current value of the home? There will be some circumstances in which the home value is currently too low.
- Did the homeowner earn enough documented wages at the time of the original mortgage closing to cover the mortgage payments? If not, what is the probability that the homeowner will be able to earn enough to do so in the near future; and
- Was the original mortgage amount within program guidelines contained in Table 1?

Florida Housing is currently in negotiations with mortgage investors and lenders to provide matching funds for these homeowners. These matching funds would lengthen the amount of time a homeowner could receive assistance to become re-employed at a salary that is sufficient to either resume making full mortgage payments or qualify for a mortgage modification that will lower the payments and terms of the mortgage to an affordable level.

The funds used by homeowners under this strategy will be in the form of a zero-percent interest, forgivable loan with a term up to 78 months. Once the homeowner resumes making mortgage payments, which are anticipated to start at or before month 18, the loan will be forgiven 20 percent at the end of each 12 month period. The effect will be up to 18 months of payments made by Florida Housing and the servicer or investor and 20 percent being forgiven at the end of each of the remaining 5 years as long as the borrower remains current on their first mortgage and continues to live in the house as their principal residence. If the homeowner sells the home during any part of the 78 month term, the remaining principal balance will be due to Florida Housing and recycled back into the program. If there is not enough equity in the home to repay the entire amount due, Florida Housing may forgive a portion or all of the remaining principal balance so as to not create additional hardships on the seller at closing.

This loan will be evidenced by a Note and Mortgage. The Offeror will facilitate the closing of the mortgage and have the proper staff on hand to witness and notarize the closing documents. When the closing package is finalized, Offeror will forward the documents to Florida Housing for further processing, including recordation of the Mortgage with the appropriate authorities.

E. CONTINUING CASE MANAGEMENT OF CLIENTS ASSISTED BY THE MORTGAGE INTERVENTION STRATEGY AND COORDINATION OF ADDITIONAL RESOURCES (PRINCIPAL WRITE-DOWN OR SUBORDINATE LIEN REDUCTION) TO FACILITATE SUCCESSFUL MORTGAGE MODIFICATION
At each mortgage payment, the Offeror must determine that the homeowner still needs the mortgage intervention funds. The Offeror must verify that the homeowner is still unemployed or underemployed by checking unemployment records or other appropriate documentation. Also, Offeror must verify the steps the homeowner has taken to find a job or earn more income.

Once the homeowner has regained substantive employment, funds may be made available for either a principal write-down or a second mortgage lien reduction. Florida Housing intends to provide an average amount (maximum amounts will depend on location of the home as listed in Table 1) of $25,000 for a principal write-down, a second mortgage lien reduction or a combination of the two but only if necessary to achieve a modification.

To receive a principal write down, Florida Housing will only consider the amount necessary to make a modification possible. Florida Housing and the other Hardest-Hit HFAs are currently in negotiations with mortgage investors and lenders to provide matching funds for these homeowners. The average loan amount supplied by Florida Housing will be approximately $25,000, which will vary depending on the area in which the home is located.

If the homeowner has subordinate liens that are impeding a successful first mortgage modification, Florida Housing will consider offering a subordinate lien reduction in an amount which will help facilitate successful modification but not to exceed an average amount, again which may vary due to location, of $25,000. Florida Housing will only offer these funds if the subordinate lien holder(s) is willing to take the amount supplied by Florida Housing, plus any other funds that can be used to pay down the subordinate liens, to extinguish the debt to allow the first mortgage to be modified. If the subordinate lien holder is unwilling to extinguish the debt, Florida Housing’s funds will not be offered.

Both the principal write-down and the subordinate lien reduction payments will be added to the original recorded mortgage under the same terms. Florida Housing will again have the Offeror facilitate the additional signatures necessary by having the proper staff on hand to witness and notarize the modification documents of the original recorded mortgage. When the modification package is finalized, the Offeror will forward the documents to Florida Housing for further processing, including recordation of the modification documents with the appropriate authorities.

F. REPORTING ACTIVITIES (All reports to be submitted in an electronic format acceptable to Florida Housing)

Once the Offeror determines eligibility, no less than quarterly, the Offeror will either submit electronically via e-mail or upload the required data elements in a format approved by Florida Housing.
Data Elements to be collected:

- Borrower(s) Name
- Borrower(s) Age
- Borrower(s) Race (American Indian or Alaskan Native, Asian, Black or African American, Native Hawaiian or other Pacific Islander, White, Information not Provided by Borrower)
- Borrower Ethnicity (Hispanic or Latino, Not Hispanic or Latino, Information not Provided by Borrower)
- Borrower(s) Gender
- Household Status (Single Adult, Female/Male Headed Single Parent Household, Married w or w/o Dependents, Two or More Unrelated Adults, Other)
- Household Income
- Household Size
- AMI
- Credit Score
- Unemployment/Underemployment
- LTV
- CLTV
- 1st Mortgage PITI
- 1st Mortgage Interest Rate
- 1st Mortgage Loan Type (Fixed, Adjustable, Interest only, HELOC)
- 1st Mortgage Unpaid Principal Balance
- 1st Mortgage Status at Intake (Current, 30-60 / 61-90 / 61-120 / 120+ Days Delinquent)
- 2nd and other Subordinate Mortgage PITI, Interest Rate, Loan Type, Unpaid Principal Balance and Status at Intake
- Hardship (Unemployment, Underemployment, Divorce, Medical Condition, Death, Increase in Expenses, Business Venture Failure, Increase in Loan Payments, Other, Not in Default)
- Counseling Mode (Phone, Face-to-Face, Group Session, Other)
- Property Address, City, County, State, ZIP
- Originating Lender
- Originating Loan Number
- Current Servicer
- Current Servicer Loan Number
- Intake Date
- Counseling Hours Provided
- Counseling Recommendation (Counseled and Referred for Legal Assistance, Counseled and Referred to NFMC, Receive Mortgage Intervention Strategy Assistance, Homeowner Chose Not to Participate)
- Mortgage Intervention Loan Number
- Mortgage Intervention Loan Amount
- PITI Payment from Servicer
• Borrower Partial PITI Payment
• FHFC Partial PITI Payment
• Date Loan Closed
• Date Forgiveness Period Starts
• Monthly Unemployment/Underemployment verification date & status
• Monthly PITI Verification
• Final Outcome (Obtained MHA Loan Modification, Obtained Other Loan Modification, Re-employed/ Regain Appropriate Employment Level, Reinstatement/Current/Payoff, Short Sale, Deed in Lieu)
• 1st Mortgage PITI After Assistance
• 2nd and other Subordinate Mortgage PITI After Assistance
• 1st Mortgage Unpaid Principal Balance After Assistance
• 2nd and other Subordinate Mortgage Unpaid Principal Balance After Assistance
• Amount of Principal Write-Down or Subordinate Lien Reduction Received
• Lender / Servicer Match Provided

SECTION FIVE
CERTIFICATION

Do not reproduce the language of Section Five in the Response. By inclusion and execution of the statement provided in this Section 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(31), 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 on a contract to provide any goods or services to a public entity;

b. submit a bid on a contract with a public entity for the construction or repair of a public building or public work;

c. submit bids on leases of real property to a public entity;

d. be awarded or perform work as a contractor, supplier, subcontractor, or Contractor 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: $25,000, for a period of 36 months from the date of being placed on the convicted vendor list.

F. 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 the compensation agreed upon in the Contract that results from this RFQ, unless that Offeror has written consent from Florida Housing’s Executive Director after Florida Housing has been fully informed of such activities in writing.

G. In addition to the conflict of interest rules imposed by the Florida Statutes, the Offeror(s) that is (are) selected to provide these services 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 10 working days, seeking written 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.
H. Certification Statement

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 2010-07 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
REQUIREMENTS AND COMPENSATION

*Experience:*
All Offerors must have a minimum of two years experience in the delivery of housing counseling services or two years experience in the legal representation of homeowners facing foreclosure. A technical assistance provider (TAP) may be assigned to the Offeror by Florida Housing staff. The TAP would evaluate the Offeror to determine experience and capacity levels and submit written recommendations and observations to Florida Housing at any time during the contract period.

*Facilities:*
Any premises used for counseling services must be clean, safe and accessible to all persons, including persons with disabilities. The Offeror must have facilities available to give private counseling sessions. The facilities may be offsite if necessary. If the Offeror provides group counseling sessions, the premises must maintain the same standards and may be offsite.

*Outreach and Marketing:*
The Offeror must make reasonable efforts to reach clients who need their services. This may be done in a variety of ways: advertising, contact with social agencies and partnering with other entities in the Offeror’s service area. The Offeror should implement an outreach and marketing plan where possible. The Offeror must make sure that any information disseminated in any format is not false or misleading.
Recordkeeping:
The Offeror must use CounselorMax, Housing Counselor Online or other client management software that can provide the required data elements in an electronic format that is acceptable to Florida Housing.

File Retention:
Files must be maintained in a manner which safeguards the privacy of the client’s information. Paper documentation must be kept in secured file cabinets. Scanned or electronically stored documents must be safeguarded in a fashion that securely maintains client privacy.

Files must be retained for a minimum of three (3) years from the outcome date or longer if there is an audit, investigation or litigation in progress. Additional time may also be required if other assistance programs are used with longer retention periods. It is the Offeror’s responsibility to determine the proper retention period. At the time of disposal, paper files can be shredded, incinerated or buried in a public landfill, in accordance with State laws and rules. For electronic records containing information that is confidential or exempt from disclosure, appropriate destruction methods include physical destruction of storage media such as by shredding, crushing, or incineration; high-level overwriting that renders the data unrecoverable; or degaussing/demagnetizing.

National Industry Standards:
Any Offeror that is a non-profit must be an adopter of The National Industry Standards for Homeownership Education and Counseling by the time of Contract signing. A for-profit Offeror must be an endorser of The National Industry Standards for Homeownership Education and Counseling by the time of Contract signing. The list of adopting or endorsing entities can be found at the following link: http://www.homeownershipstandards.com/.

Certification:
All counselors and applicable administrators must be trained and certified in Foreclosure Intervention and Default courses by NeighborWorks America, the National Council of LaRaza, National Foundation of Credit Counseling or other approved certification provider and must maintain these certifications every three years. New or existing staff to be used as counselors must be certified within 18 months of hire or reassignment.

Compliance with the SAFE Act:
The Offeror and their staff must be in compliance with The Secure and Fair Enforcement for Mortgage Licensing ("SAFE") Act of 2008 and all applicable laws of Florida by the time of Contract signing.

Other Languages:
The Offeror must either have counselors fluent in the language that customers speak or will use interpreter services to ensure non-English speaking customers can obtain foreclosure counseling.
**Anti-Discrimination:**
The Offeror will not permit discrimination against customers on the basis of their gender, race, religion, color, familial status, national origin, ancestry, creed, pregnancy, martial or parental status, sexual orientation, or physical, mental, emotional or learning disability.

**Compliance:**
The Offeror agrees to comply with quality control, compliance and evaluation of the Mortgage Intervention Strategy for activities performed pursuant to the Contract.

**Past-due / Non-Compliance:**
Any items that place the Offeror on Florida Housing’s Past Due or Non-Compliance List must be cleared prior to execution of the Contract with Florida Housing.

**Conflict of Interest:**
The Offeror will certify that the staff and volunteers who will provide foreclosure counseling under the Contract have no conflict(s) of interest due to relationships with servicers, real estate agencies, mortgage lenders, family members and/or other entities that may stand to benefit from particular outcomes.

**Compensation:**
The Offeror will not be permitted to charge the borrower for any services rendered. All compensation will be supplied by Florida Housing and the HFA Hardest-Hit fund in amounts outlined below:
- Client intake - $100 per homeowner
- Determination if homeowner meets the Mortgage Intervention Strategy requirements and loan closing occurs - $200 per homeowner
- Monthly case management - $75 per month per homeowner
- Successful outcome / mortgage modification - $250 per outcome
- Program related support for entities that perform all case management duties - $1,200 per entity per month if the Offeror is continually meeting performance goals

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

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

A. **COVER LETTER**

Each proposal must be accompanied by a cover letter that contains a general statement of the purpose of submission and includes the following information:
1. The organization name, office address, city, state, and ZIP code

2. The name, phone number and extension and e-mail address of the Executive Director or other official who has the capacity to sign legal agreements for the Offeror.

3. The name, job title, address, office telephone numbers, fax number, and e-mail address of a primary contact person who shall 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.

4. Legal business status (individual, partnership, corporation, etc.) and address and telephone number of the Offeror.

5. All branch or affiliate information including name, office address, city, state, Zip Code, telephone number and fax number.

B. GENERAL INFORMATION

1. Provide evidence of certification from the Department of State that the Offeror is qualified to do business in the State of Florida. If Offeror is an attorney, please provide a Certificate of Good Standing from the Florida Bar.

2. Provide a copy of the declaration page for proof of professional liability errors and omissions insurance which includes the following:

   - Name of carrier and policy number;
   - Effective date of insurance;
   - Policy exclusions, if any;
   - Current coverage amounts;
   - Parties covered; and
   - Type of coverage.

3. If your organization is a non-profit, please provide evidence of non-profit status.

4. Please provide evidence of being an adopter of The National Industry Standards for Homeownership Education Counseling if the Offeror is a non-profit entity, or provide evidence of being an endorser of The National Industry Standards for Homeownership Education Counseling if the Offeror is for profit entity. The list of adopting or endorsing entities can be
found at the following link:
http://www.homeownershipstandards.com/. If the entity is in the process of becoming an adopter or endorser of The National Industry Standards for Homeownership Education counseling, the entity must provide evidence by Contract signing.

5. Provide Offeror’s policy and procedures regarding the safe keeping of client’s confidential information.

C. EXPERIENCE, RESOURCES AND QUALIFICATIONS

1. How long, in months, has your organization provided foreclosure mitigation services?

2. Total number of certified foreclosure counselors and/or attorneys (paid or volunteer) at each office or affiliate included under the response. Provide resumes of the counselors and/or attorneys plus applicable proof of certification/licensure.

3. Total number of other foreclosure staff (not including counselors and/or attorneys). For example, intake workers, negotiators, etc. at each office or affiliate included under the response.

4. Average number of months of foreclosure mitigation experience of the certified foreclosure counselors and/or attorneys.

5. Number of certified foreclosure counselors and/or attorneys that have provided individual foreclosure mitigation services to more than 250, but less than 500 people in their career.

6. Number of certified foreclosure counselors and/or attorneys that have provided individual foreclosure mitigation services to more than 500 people in their career.

7. Number of certified foreclosure counselors and/or attorneys the Offeror anticipates hiring or reallocating and training (existing staff) within the next 12 months. New or existing staff to be used as counselors must be certified within 18 months of hire or reassignment.

8. Number of foreclosure staff (not including counselors) the Offeror anticipates hiring or reallocating and training within the next 12 months. Include in the response the information requested below:

- Length of time dealing with affordable housing;
- Particular areas of expertise; and
- Percentage of time each person will be dedicated to this program.
D. SERVICE AREA

Please provide the number of foreclosure mitigation clients seen by your organization in the last 12 months in each of the following counties and your projections, based on the implementation of the Mortgage Intervention Strategy, for clients for the next 12 months in each of the following counties in your service area.

<table>
<thead>
<tr>
<th>Florida Counties</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alachua</td>
</tr>
<tr>
<td>Baker</td>
</tr>
<tr>
<td>Bay</td>
</tr>
<tr>
<td>Bradford</td>
</tr>
<tr>
<td>Brevard</td>
</tr>
<tr>
<td>Broward</td>
</tr>
<tr>
<td>Calhoun</td>
</tr>
<tr>
<td>Charlotte</td>
</tr>
<tr>
<td>Citrus</td>
</tr>
<tr>
<td>Clay</td>
</tr>
<tr>
<td>Collier</td>
</tr>
<tr>
<td>Columbia</td>
</tr>
<tr>
<td>DeSoto</td>
</tr>
<tr>
<td>Dixie</td>
</tr>
<tr>
<td>Duval</td>
</tr>
<tr>
<td>Escambia</td>
</tr>
<tr>
<td>Flagler</td>
</tr>
<tr>
<td>Franklin</td>
</tr>
<tr>
<td>Gadsden</td>
</tr>
<tr>
<td>Gilchrist</td>
</tr>
<tr>
<td>Glades</td>
</tr>
<tr>
<td>Gulf</td>
</tr>
<tr>
<td>Hamilton</td>
</tr>
</tbody>
</table>

E. DELIVERY OF COUNSELING

1. Please provide the number of sessions for each of the different types of foreclosure mitigation services given to your clients in the last 12 months and your projections based on the implementation of the Mortgage Intervention Strategy, for clients for the next 12 months.

<table>
<thead>
<tr>
<th>Types of Counseling</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone</td>
</tr>
<tr>
<td>Face to face</td>
</tr>
<tr>
<td>Internet</td>
</tr>
<tr>
<td>Video conference</td>
</tr>
<tr>
<td>Other – Please describe</td>
</tr>
</tbody>
</table>
2. Do you currently have the capacity to provide telephone counseling to clients throughout the state?

   If yes, how many clients per month capacity does your organization have? Where will the counselors be physically located? Will you provide a toll free number?

F. MARKETING

   Provide a description of plans for marketing the services to be provided under this RFQ. Include descriptions of newsletters, e-mail news distributions, web-site(s), printed materials, or other avenues for marketing the proposed services to be provided to clients in need of mortgage intervention.

G. 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.

H. 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.

I. Certification (Threshold Item):

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

SECTION EIGHT
EVALUATION PROCESS

   Individual Committee members shall evaluate the Responses independently. The individual Committee members shall evaluate the Responses by reviewing the answers to determine if requirements are met for each Response. The Committee shall conduct one or more public meetings during which the Committee may discuss their evaluations, select Offerors most likely to be considered for Contract, make any adjustments deemed necessary to best serve the interests of Florida Housing’s mission, and develop a recommendation or series of recommendations to the Board.
SECTION NINE
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 Offeror 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.
Table 1. Proposed Program Limits and Funding Levels

Florida Housing Finance Corporation - HFA Hardest Hit Fund Proposal
For the Proposed Mortgage Intervention Program and Legal Representation Strategy

*All amounts are rounded to the nearest dollar*

<table>
<thead>
<tr>
<th>County</th>
<th>Income at 140% AMI</th>
<th>Maximum Mortgage Amount (Income x Multiplier)</th>
<th>Monthly Payment</th>
<th>FHFC Maximum Payment (Based on Max Months FHFC will Assist)</th>
<th>Principal Balance Remaining (Based on Months Mortgage Seasoned)</th>
<th>Minimum Current Value (Column F/Maximum Underwater Amount)</th>
<th>Principal Buy Down (Column G - Column F)</th>
<th>FHFC Portion of Buy Down (50%)</th>
<th>Total FHFC Assistance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alachua</td>
<td>$83,720</td>
<td>$293,020</td>
<td>$1,757</td>
<td>$15,811</td>
<td>$272,668</td>
<td>$218,134</td>
<td>$54,534</td>
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</tr>
<tr>
<td>Baker</td>
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<td>$274,890</td>
<td>$1,648</td>
<td>$14,833</td>
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<td>$204,638</td>
<td>$51,159</td>
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<td>$1,913</td>
<td>$17,213</td>
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<td>$21,294</td>
<td>$33,641</td>
</tr>
</tbody>
</table>

Assumptions

- Mortgage Multiplier: 3.50
- Interest Rate of Original Mortgage: 6.00%
- Original Term of Loan: 360
- Max Months FHFC Will Assist*: 9
- Months Mortgage Seasoned: 60
- Max Underwater Amount: 125%
### Table 1. Proposed Program Limits and Funding Levels
Florida Housing Finance Corporation - HFA Hardest Hit Fund Proposal
For the Proposed Mortgage Intervention Program and Legal Representation Strategy

**Assumptions**

<table>
<thead>
<tr>
<th></th>
<th>Mortgage Multiplier</th>
<th>Interest Rate of Original Mortgage</th>
<th>Original Term of Loan</th>
<th>Max Months FHFC Will Assist*</th>
<th>Months Mortgage Seasoned</th>
<th>Max Underwater Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3.50</td>
<td>6.00%</td>
<td>360</td>
<td>9</td>
<td>60</td>
<td>125%</td>
</tr>
</tbody>
</table>

*All amounts are rounded to the nearest dollar*

<table>
<thead>
<tr>
<th>County</th>
<th>Income at 140% AMI</th>
<th>Maximum Mortgage Amount (Income x Multiplier)</th>
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<th>Minimum Current Value (Column F/Maximum Underwater Amount)</th>
<th>Principal Buy Down (Column G - Column F)</th>
<th>FHFC Portion of Buy Down (50%)</th>
<th>Total FHFC Assistance</th>
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</thead>
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<tr>
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<td>$1,739</td>
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</tr>
<tr>
<td>Lake</td>
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Table 1. Proposed Program Limits and Funding Levels
Florida Housing Finance Corporation - HFA Hardest Hit Fund Proposal
For the Proposed Mortgage Intervention Program and Legal Representation Strategy

*All amounts are rounded to the nearest dollar*

<table>
<thead>
<tr>
<th>County</th>
<th>Income at 140% AMI</th>
<th>Maximum Mortgage Amount (Income x Multiplier)</th>
<th>Monthly Payment</th>
<th>FHFC Maximum Payment (Based on Max Months FHFC will Assist)</th>
<th>Principal Balance Remaining (Based on Months Mortgage Seasoned)</th>
<th>Minimum Current Value (Column F/Maximum Underwater Amount)</th>
<th>Principal Buy Down (Column G - Column F)</th>
<th>FHFC Portion of Buy Down (50%)</th>
<th>Total FHFC Assistance</th>
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* Florida Housing's proposal specifies that Hardest Hit funds will assist a homeowner for up to 9 months, with the lender providing an additional, equal level of assistance for up to 9 months.
** Monroe County has a special statutory state designation as an "Area of Critical State Concern" and the State's housing response for this county allows higher incomes to be served across a number of programs.