

**REQUEST FOR APPLICATIONS 2014-101**

**FINANCING TO BUILD PERMANENT SUPPORTIVE HOUSING FOR  
HOMELESS PERSONS AND FAMILIES**

**Issued by:**

**FLORIDA HOUSING FINANCE CORPORATION**

**Issued: January 8, 2014**

**Due: February 12, 2014**

## SECTION ONE INTRODUCTION

Florida Housing Finance Corporation (the Corporation) was appropriated \$10 million in non-recurring grant funds by the 2013 Legislature to finance housing for Homeless persons and families. The legislation specified that the Corporation offer the funding through a competitive grant program to private Non-Profit organizations. Funding must be used to create housing for Homeless individuals and families, with priority given to those households with Extremely Low Incomes. The funding must be used to purchase and renovate existing houses or to construct or purchase and renovate small specialty housing of 15 Units or less. In addition to the \$10 million appropriation, the Corporation made available up to \$2 million in additional gap grant financing to support the development of Units set aside for Extremely Low Income residents. A request for applications (RFA) to distribute this funding was issued October 13, 2013. That RFA resulted in Florida Housing's Board approving six Applications accounting for \$8,303,102 in grant funding requests and \$460,800 in gap grant financing. Florida Housing is issuing this RFA, to distribute the balance of the \$10 million in grant funds, which is \$1,696,898, and an estimated \$425,000 in gap grant financing to support the development of Units set aside for Extremely Low Income Residents.

This RFA is open to private Non-Profit Applicants that are proposing the creation of affordable, rental Permanent Supportive Housing for Homeless persons and families, as defined in Section 420.621 (5), F.S., through new construction or Rehabilitation of existing housing. It is the Corporation's intent to fund housing that is in conformance with the priorities of Local Continuum of Care Homeless Assistance Plans.

The Corporation has targeted grant funds for the following types of Developments:

- 1 – 4 Unit Size Category: Acquisition with Rehabilitation or Rehabilitation-only of existing homes that are not currently serving Homeless persons. Types of properties to be funded include single family, townhouse, duplex, triplex or quadraplex; and
- 5 – 15 Unit Size Category: New construction, Acquisition with Rehabilitation or Rehabilitation-only of existing Units that are not currently serving Homeless Persons. Types of properties to be funded will be townhouse, duplex, triplex, quadraplex or garden-style apartment buildings. Applicants proposing Developments of this size are required to serve Chronically Homeless persons, or Households with Persistent Housing Instability. Applicants may propose to add the Units to larger developments, in which at least 80 percent of the total units at the site are set aside for Homeless persons.

Within the 5 – 15 Unit Size Category, additional funding will be provided as a grant to support the portion of Units set aside for Extremely Low Income residents, as further described in the Funding Section of this RFA.

The Corporation is soliciting Applications from qualified Applicants that commit to provide housing in accordance with the terms and conditions of this RFA, applicable laws, rules and regulations, and the Corporation's generally applicable construction and financial standards.

**Funding provided through this RFA is required by law to be fully expended by Applicants by September 30, 2015.**

**SECTION TWO  
DEFINITIONS**

Unless otherwise defined within this RFA, capitalized terms within this RFA shall have the meaning as set forth in Exhibit C of this document and Rule Chapter 67-60, F.A.C., or in applicable federal regulations.

**SECTION THREE  
PROCEDURES AND PROVISIONS**

- A. A complete Application consists of Section Four of RFA 2014-101 and all applicable attachments described therein. The Corporation must receive a sealed package(s) containing four (4) printed copies of the complete Application (consisting of the Application and all applicable attachments), housed in separate 3-ring binders with numbered divider tabs for each attachment, all by 11:00 a.m., Eastern Time, on February 12, 2014 (Application Deadline). One (1) of the four (4) printed copies of the complete Application must be labeled "Original Hard Copy", reflect an original signature (blue ink preferred) at Section Four, O., Applicant Certification and Acknowledgement, and include the required non-refundable \$500 Application fee payable to Florida Housing Finance Corporation (check or money order only). Applicants who applied and paid the required Application fee for RFA 2013-006 are not required to provide an Application fee for this RFA. The Applicant should label the outside of each shipping box with the applicable RFA number. The Corporation will not consider faxed or e-mailed Applications. After 11:00 a.m., Eastern Time, on the Application Deadline, each Application will be assigned an Application number. In addition, such Applications will be assigned a lottery number by the Corporation's internal auditors using a random number generator program. The printed copies of the complete Application must be addressed to:

Ken Reecy  
Director of Multifamily Programs  
Florida Housing Finance Corporation  
227 N. Bronough Street, Suite 5000  
Tallahassee, FL 32301

- B. This RFA does not commit the Corporation to award any funding to any Applicant or to pay any costs incurred in the preparation or delivery of an Application.
- C. The Corporation reserves the right to:
1. Waive Minor Irregularities; and
  2. Accept or reject any or all Applications received as a result of this RFA.
- D. Any Interested Party may submit any inquiry regarding this RFA in writing to Ken Reecy via the e-mail address [RFA\\_2014-101\\_Questions@floridahousing.org](mailto:RFA_2014-101_Questions@floridahousing.org) (also accessible by clicking [here](#)). All inquiries are due by 5:00 p.m., Eastern Time, on January 22, 2014. Phone calls or written inquiries other than at the above e-mail address will not be accepted. The Corporation expects to respond to all inquiries by 5:00 p.m., Eastern Time, on January 27, 2014 and will post a copy of all inquiries received, and their answers, on the Corporation's Website at

<http://www.floridahousing.org/BusinessAndLegal/Solicitations/RequestForApplications/2014-101> (also accessible by clicking [here](#)). The Corporation will also send a copy of those inquiries and answers in writing to any Interested Party that requests a copy. The Corporation will determine the method of sending its answers, which may include regular United States mail, overnight delivery, fax, e-mail, or any combination of the above. No other means of communication, whether oral or written, shall be construed as an official response or statement from the Corporation.

- E. Any person who wishes to protest the specifications of this RFA must file a protest in compliance with Section 120.57(3), F.S., and Rule Chapter 28-110, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.
- F. By submitting this Application, each Applicant agrees to the terms and conditions outlined in the RFA. Rule Chapter 67-60, F.A.C., establishes the procedures by which the Corporation will administer this RFA. To read a copy of this rule, go to the Corporation Website <http://www.floridahousing.org/BusinessAndLegal/Solicitations/RequestForApplications/2014-101> (also accessible by clicking [here](#)). By submitting an Application, each Applicant further agrees that:
1. Public Records. Any material submitted in response to this RFA is a public record pursuant to Chapter 119, F.S. Per Section 119.071(1)(b)2., the sealed Applications received by the Corporation are exempt from disclosure until such time as the Board provides notice of an intended decision or until 30 Calendar Days after the opening of the sealed Applications, whichever is earlier.
  2. Noninterference. At no time during the review and evaluation process, commencing with the Application Deadline and continuing until the Board renders a final decision on the RFA, may Applicants or their representatives contact Board members or Corporation staff concerning their own or any other Applicant's Application. If an Applicant or its representative does contact a Board or staff member in violation of this section, the Board shall, upon a determination that such contact was made in an attempt to influence the selection process, disqualify the Application.
  3. Requirements. Proposed Developments will be subject to the requirements of this RFA, the Application requirements outlined in Rule Chapter 67-60, F.A.C., the credit underwriting requirements outlined in Exhibit D of this RFA, and the Compliance requirements in Exhibit F of this RFA.
- G. The Corporation expects to select one (1) or more Applications to award the funding contemplated by this RFA. Any such Application will be selected through the Corporation's review of each Application, considering the factors identified in this RFA.

**SECTION FOUR  
APPLICATION**

Section Four (“the Application”) should be completed by the Applicant. Then, an Original Hard Copy must be signed (blue ink is preferred), the correct number of photocopies of the Original Hard Copy and all Attachments must be made and submitted as outlined in Section Three.

A. Homeless Demographic Commitment (Mandatory)

In proposed Developments consisting of 1 – 4 Units, Applicants must commit to provide 100 percent of the total Units to Homeless persons as Permanent Supportive Housing. In Developments consisting of 5 – 15 Units, Applicants must commit to provide 100 percent of the total Units as Permanent Supportive Housing to Chronically Homeless persons or Households with Persistent Housing Instability. For the Corporation to better understand the property proposed, Applicants must describe the subpopulation(s) of the Homeless persons and/or families intended to reside in the proposed Development, such as persons with mental illness, veterans, frail elders, survivors of domestic violence, and the general Homeless population. This information will be considered by the Corporation when reviewing and scoring how the proposed construction features, amenities, and access to community based services will assist the intended residents.

**Attachment 1:** Provide a detailed description of the resident household characteristics, needs, and preferences of the intended residents and how the proposed Development will meet the needs and preferences of the intended residents. Applicants should use a size 12 point font and one (1) inch margins, with a maximum of three (3) single-spaced typed pages.

B. Applicant Information (Mandatory)

1. Provide the Contact Person information requested below:

First name: \_\_\_\_\_

Last name: \_\_\_\_\_

Street address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

At a minimum, the name and e-mail address must be provided.

2. Provide the Applicant entity's name: \_\_\_\_\_

\_\_\_\_\_  
(The site control documents must reflect this name).

**Attachment 2:** Provide the IRS determination letter demonstrating that the Applicant entity has been a private Non-Profit organization under 501(c)(3) or 501(c)(4) of the IRC since August 1, 2012, or earlier.

**Attachment 3:** Provide evidence that the Applicant is a legally formed entity qualified to do business in Florida as of the Application Deadline. The Applicant must include evidence from the Florida Department of State, Division of Corporations, that the Applicant satisfies the foregoing requirements, which may be in the form of a certificate of status or other reasonably reliable information or documentation issued, published or made available by the Florida Department of State, Division of Corporations.

3. The Non-Profit Applicant entity must own at least 51 percent of the ownership interest in the Development and receive at least 50 percent of the Developer overhead (Developer overhead is stated on the Development Cost Pro Forma).

Does the Applicant entity consist of both Non-Profit and for profit entities?

Yes                       No

If Yes, answer questions 3.a. and 3.b.

- a. Does the Non-Profit Applicant entity own at least 51 percent of the ownership interest in the Development?

Yes                       No

- b. Will the Non-Profit Applicant entity receive at least 50 percent of the Developer overhead?

Yes                       No

C. Development and Management/Operating Experience

1. Development Experience

Applicants will be required to demonstrate at credit underwriting either (i) the Applicant's Development experience, or (ii) the name and experience of the General Contractor that will be involved in the project. The Applicant and/or General Contractor

must provide evidence of prior experience constructing and completing residential properties that are similar in size to the Development being proposed by the Applicant.

2. Operating/Managing Permanent Supportive Housing Experience (Up to 20 Points)

**Attachment 4:** For 1-4 Units, if the Applicant intends to manage the Development, describe the Applicant's experience in operating and managing Permanent Supportive Housing, including performing operations and management functions specific to the needs of the intended residents described in Section Four, A. If the Applicant does not have experience or if the Applicant expects to use a management company, the Applicant must provide the name of the experienced entity that will act as the management company for at least the first 3 years of operation and describe the management company's experience in operating and managing Permanent Supportive Housing, including length of time spent operating and managing Permanent Supportive Housing and experience performing operations and management functions specific to the needs of the intended residents described in Section Four, A. If the Applicant does not have experience in operating and managing Permanent Supportive Housing, nor expects to use a management company, the Applicant must describe how the Applicant would perform the operations and management functions specific to the needs of the intended residents described in Section Four, A.; or

For 5-15 Units, if the Applicant intends to manage the Development, describe the Applicant's experience in operating and managing Permanent Supportive Housing, including performing operations and management functions specific to the needs of the intended residents described in Section Four, A. If the Applicant does not have experience or if the Applicant expects to use a management company, the Applicant must provide the name of the experienced entity that will act as the management company for at least the first 3 years of operation and describe the management company's experience in operating and managing Permanent Supportive Housing, including length of time spent operating and managing Permanent Supportive Housing and experience performing operations and management functions specific to the needs of the intended residents described in Section Four, A. Providing only a list of Permanent Supportive Housing Developments and/or Units that the Applicant or management company has managed or manages will not be a sufficient description of experience.

Applicants should use a size 12 point font and one (1) inch margins, with a maximum of three (3) single-spaced typed pages.

D. General Development Information (Mandatory)

1. State the name of the proposed Development: \_\_\_\_\_  
\_\_\_\_\_
2. Indicate the County where the proposed Development will be located:  
\_\_\_\_\_
3. The Applicant must state (i) the address number, street name, and name of city and/or (ii) the street name, closest designated intersection, and either name of city or

unincorporated area of county for the proposed Development. If an Applicant chooses the 1 - 4 Unit Size Category, the proposed Units may be on "Scattered Sites"; i.e., they may be comprised of real property that is not contiguous (i.e., each site is not touching at a point or along a boundary). If an Applicant chooses the 5-15 Unit Size Category, the housing must be on contiguous property.

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- 4. Select the Development Size Category:
  - 1 – 4 Unit Size Category (Each Application is limited to one Development consisting of a total of 1 – 4 Units.)
  - 5 – 15 Unit Size Category (Each Application is limited to one Development consisting of a total of 5 – 15 Units.)
  
- 5. If committing to the 1 – 4 Unit Size Category, indicate how the new housing is being created.
  - Acquisition with Rehabilitation
  - Rehabilitation-only
  
- 6. If committing to the 1 – 4 Unit Size Category, select the Development Type(s) of the proposed Development:
  - Single Family
  - Townhouse
  - Duplex
  - Triplex
  - Quadraplex





7. If committing to the 5 – 15 Unit Size Category, indicate how the new housing is being created.
- New Construction
  - Acquisition with Rehabilitation
  - Rehabilitation-only
8. If committing to the 5 – 15 Unit Size Category, select the Development Type(s) proposed:
- Townhouse
  - Duplex
  - Triplex
  - Quadraplex
  - Garden style
9. How many total Units are in the proposed Development? \_\_\_\_\_ (This must be consistent with whether the Applicant selected the 1 – 4 Unit Size Category or the 5 – 15 Unit Size Category in question 4. above.)
10. Units in proposed Developments may not have more than four (4) bedrooms.

E. Set-Aside Commitments

1. Required Income Set-Aside Units – All of the Units shall be rented to households (person or persons) with incomes at or below 60 percent of the area median income (AMI). The Corporation will require successful Applicants to use the Multifamily Programs Income Limits (updated each year) to determine resident eligibility under this grant funding. A copy of the 2014 Income Limit Chart for all areas of the state is provided at this link [http://www.floridahousing.org/FH-ImageWebDocs/PropertyOwnersAndManagers/IncomeLimits/005-2014\\_Income\\_Limits/001-2014\\_Combined\\_Income\\_Limits\\_&\\_Rent\\_Limits\\_by\\_County\\_-\\_FHFC\\_Rental\\_Programs\\_12-18-2013.pdf](http://www.floridahousing.org/FH-ImageWebDocs/PropertyOwnersAndManagers/IncomeLimits/005-2014_Income_Limits/001-2014_Combined_Income_Limits_&_Rent_Limits_by_County_-_FHFC_Rental_Programs_12-18-2013.pdf) (also accessible by clicking [here](#)). Income certification of the tenants will be required throughout the Compliance Period. See Exhibit F for more information on compliance monitoring requirements.
2. Required ELI Commitments – Applicants with Developments that consist of at least two (2) Units must commit to an ELI set-aside in 2.a. below. The number of total ELI households that must be served depends on the total number of Units in the proposed Development.

a. ELI Commitments

| Number of Total Units in the proposed Development | Required Number of ELI Households |
|---|-----------------------------------|
| 1 Unit  | 0 ELI Households                  |
| 2 – 3 Units                                       | 1 ELI Household                   |
| 4 Units   | 2 ELI Households                  |
| 5 – 15 Units                                      | 50 Percent (rounded up)           |

b. The chart below outlines the income levels defining ELI on a per county basis:

| County  | AMI Level Defining ELI Units |
|---|------------------------------|
| Monroe  | At or below 25%              |
| Broward   | At or below 30%              |
| Clay, Collier, Duval, Gadsden, Jefferson, Leon, Miami-Dade, Nassau, Okaloosa, Palm Beach, St. Johns, Wakulla  | At or below 33%              |
| Alachua, Bay, Brevard, Gilchrist  | At or below 35%              |
| Baker, Bradford, Charlotte, Escambia, Flagler, Hernando, Hillsborough, Indian River, Jackson, Lafayette, Lake, Lee, Liberty, Manatee, Martin, Orange, Osceola, Pasco, Pinellas, St. Lucie, Santa Rosa, Sarasota, Seminole, Sumter, Union, Volusia, Walton | At or below 40%              |
| Calhoun, Citrus, Columbia, DeSoto, Dixie, Franklin, Glades, Gulf, Hamilton, Hardee, Hendry, Highlands, Holmes, Levy, Madison, Marion, Okeechobee, Polk, Putnam, Suwannee, Taylor, Washington  | At or below 45%              |

Example of a Required Income Set-Aside and ELI Commitment

If a proposed Development has a total of 13 Units in Monroe County, the Applicant must commit to serve a minimum of seven (7) households (13 Units multiplied by 0.50, rounded up) with incomes at or below 25 percent of the AMI.

3. Applicants may rent Units as Shared Housing, as defined in Exhibit C, to allow unrelated persons the choice to share Units.
4. Affordability Period for Development:
  - a. Applicants that commit to the 1 – 4 Unit Size Category must irrevocably commit to the income set-asides and ELI commitment for a minimum of 10 years.
  - b. Applicants that commit to the 5 – 15 Unit Size Category must irrevocably commit to the income set-asides and ELI commitment for a minimum of 20 years.

Note to Applicants: Income certification of tenants will be required throughout the Compliance Period.

F. Required Construction Features and Amenities

1. Federal Requirements and State Building Code Requirements:

All proposed Developments must meet all federal requirements and state building code requirements, including, but not limited to:

- 2012 Florida Accessibility Code for Building Construction as adopted pursuant to Section 553.503, Florida Statutes;
- The Fair Housing Act as implemented by 24 CFR 100; and
- Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR 35, incorporating the most recent amendments, regulations and rules.

2. Other Construction Features and Amenities:

All proposed Developments must provide:

- Termite prevention and pest control throughout the entire Compliance Period; and
- A full-size range and oven in all Units.

If the proposed Development meets the definition of Scattered Sites, all features and amenities committed to and proposed by the Applicant that are not Unit-specific shall be located on each of the Scattered Sites.

3. Green Building Features:

All proposed Developments that select the Development Category of new construction must include:

- Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint);
- Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
  - Toilets: 1.6 gallons/flush or less;
  - Faucets: 1.5 gallons/minute or less;
  - Showerheads: 2.2 gallons/minute or less;
- Energy Star qualified refrigerator;
- Energy Star qualified washing machine, if provided;
- Energy Star qualified exhaust fans in all bathrooms;
- Energy Star qualified dishwasher; and
- Minimum SEER of 14 for air conditioners.

All proposed Developments that select the Development Category of Acquisition with Rehabilitation or Rehabilitation-only Developments must incorporate the costs of carrying out the following inspections, repairs and features, as determined by the inspections, into the Development Cost Pro Forma submitted with this Application in order to carry out these items during construction:

- Have an inspection done by a Home Inspector who is licensed by the Florida Department of Business and Professional Regulation. (The inspection must be performed no earlier than 6 months prior to the Application Deadline, and no later than May 1, 2014. To receive funding through this RFA, the structure and systems of an existing Unit must be in a repairable condition. If the inspection shows that the cost of repairs is so great that not enough funding remains available to provide the features that the Applicant committed to within this Application, a negative credit underwriting recommendation may occur and the award may be withdrawn);
- Have a blower door test conducted by a certified Home Energy Rater on the building to test for air infiltration. All leaks, cracks and penetrations identified in the building envelope must be sealed;
- Have the HVAC equipment inspected by a licensed HVAC contractor, and all leaks and joints in ductwork must be sealed with mastic. If HVAC equipment is being replaced, it must have a minimum SEER of 14;
- Replace all bathroom exhaust fans with Energy Star qualified fans;
- Install aerators on all faucets;
- Install low-flow showerheads (2.2 gallons per minute or less);
- Replace any toilets with gallons per flush higher than 1.6 gpf with WaterSense qualified toilets;
- If any interior painting is done, it must be done with low VOC or no VOC paint;
- If replacing an existing refrigerator, it must be replaced with an Energy Star qualified refrigerator;
- If replacing an existing washing machine, it must be replaced with an Energy Star qualified washing machine; and
- If replacing an existing dishwasher, it must be replaced with an Energy Star qualified dishwasher.

4. Accessibility, Adaptability, Universal Design and Visitability Features:

All proposed Developments that select the Development Category of new construction must include all of the accessibility, adaptability, universal design and Visitability features listed below.

Applicants proposing Rehabilitation Developments (with or without Acquisition) are strongly encouraged to include as many of the accessibility, adaptability, universal design and Visitability Features listed below as are structurally and financially feasible within the scope of the Rehabilitation work planned by the Applicant.

However, proposed Developments that serve persons with physical disabilities must include all required accessibility, adaptability, universal design and Visitability features listed below.

Applicants must include the costs of the features listed below that are planned for the Development in the Development Cost Pro Forma submitted with the Application.

- Primary entrance door shall have a threshold with no more than a ½-inch rise;
- All door handles on primary entrance door and interior doors must have lever handles;
- Lever handles on all bathroom faucets and kitchen sink faucets;
- Mid-point on light switches and thermostats shall not be more than 48 inches above finished floor level; and
- For Developments of 10 Units or more, at least one Unit shall be fully accessible in accordance with the 2010 ADA Standards for Accessible Design. Any fully accessible Units shall provide mobility features that comply with the residential dwelling Units provision of the 2010 ADA Standards for Accessible Design. For Developments of 10 Units or more, at least one Unit shall also be accessible to persons with visual and hearing impairments and shall comply with the communication features described for Residential Dwelling Units with Communication Features in the 2010 ADA Standards for Accessible Design. The 2010 ADA Standard for Accessible Design can be found at <http://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.htm> (also accessible by clicking [here](#)).

G. Optional Accessibility, Adaptability, Universal Design and Visitability features and amenities (Up to 10 Points)

All Applicants may be awarded points for providing the following:

**Attachment 5:** Describe additional features and amenities of the proposed Development beyond the minimum requirements that promote accessible and/or adaptable design elements that benefit the intended residents described in Section Four, A. throughout the life of the property. Applicants will not be given points for describing the required features in F. above, including federal regulations and state building code requirements. Responses to these items will be evaluated based on the following criteria, giving consideration to whether the proposed Development is proposing new construction or Rehabilitation: (i) improvement to tenants' health, safety, stability, level of independence and quality of life; (ii) improvement to tenants' ability to carry out social relationships; and (iii) size of the Development. Applicants should use a size 12 point font and one (1) inch margins, with a maximum of three (3) single-spaced typed pages. Up to three (3) additional pages of appropriate exhibits, not created by the Applicant, may be provided to supplement the description(s).

#### H. Resident Community-Based Services Coordination

The provision of community-based services coordination will be the responsibility of the Applicant, but may be in conjunction with public and/or private partnerships as approved by the Corporation in credit underwriting. All proposed Developments will be required to assist interested residents with the coordination of their community-based services. The purpose is to assist each resident to become aware of, access and/or maintain adequate and appropriate community-based services and resources. It is not the intent for this resident service to take the place of services coordination already provided for a resident by a program and/or agency as part of their supportive services plan. The focus shall be to assist residents not receiving community-based services coordination by another program and/or agency, as well as to assist those residents that need additional assistance with coordination of community-based services.

The approved provider of this service must have a minimum of three (3) years' experience administering and providing supportive services including outreach, information and referral services, benefits counseling, community-based services planning and coordination, and/or other related supportive services. Such experience must demonstrate that the above supportive services have been oriented to the needs and preferences of each intended resident in assisting them to access services related to health care, independent activities of daily living, employment, income and housing. The provider of this resident service shall also provide, at credit underwriting, information demonstrating its mission, qualifications, experience, agreements and/or contracts with state and federal supportive services programs, professional staffing and experience in serving the intended residents described in Section Four, A.

Community-based services coordination shall be offered and made available to the residents initially and regularly and shall be voluntary to residents. If the proposed Development consists of Scattered Sites, the community-based services coordination shall be equally available to residents of each Scattered Site Unit. Resident participation shall not be a requirement for new or continued residency. The Applicant shall commit to submit a services coordination plan at credit underwriting.

Property management and resident community-based services coordination should not be the responsibility of the same staff persons; the functions should be entirely separate.

#### I. Access to Community-Based Services and Amenities (Maximum of 30 Points)

The ability of the intended residents described in Section Four, A. to effectively and efficiently access community-based services and resources is vital to assist these households in obtaining and maintaining choice, independence and full inclusion in the community. As specified in each section below, provide a description of the Applicant's plan to provide access to general community services and amenities, as well as specific supportive services and resources that address the needs of the intended residents described in Section Four, A. Equitable access to community-based Services and amenities must be a consideration when proposing Scattered Site Units, and Applicants are expected to describe how each Unit in a proposed Scattered Site Development will have access to community-based services and amenities. Applicant responses to these items will be evaluated based on the following criteria: (i) improvement of tenants' health, safety, stability, education and employment capacities, and quality of life; and (ii)

improvement of tenants' ability to effectively utilize living skills to successfully live in the community.

All Applicants may be awarded points for providing the following information:

1. **Attachment 6:** Describe the community-based services and amenities that will be accessible to residents, such as shopping for groceries, medicine, clothing, and other household and personal items. Include other services and amenities such as public schools, higher education, training and employment opportunities. Describe the public and/or private transportation options that will be available to residents of the proposed Development to ensure access to the described services and amenities. (Up to 12 Points)

Applicants should use a size 12 point font and one (1) inch margins, with a maximum of three (3) single-spaced typed pages. Up to three (3) additional pages of appropriate exhibits, not created by the Applicant, may be provided to supplement the description(s).

2. **Attachment 7:** Describe access to community-based resources and services to address the specific healthcare and/or supportive services needs of each intended resident as described in Section Four, A. Describe the public and/or private transportation options that will be available to residents of the proposed Development to ensure access to the described resources and services. (Up to 12 Points)

Applicants should use a size 12 point font and one (1) inch margins, with a maximum of three (3) single-spaced typed pages. Up to three (3) additional pages of appropriate exhibits, not created by the Applicant, may be provided to supplement the description(s).

3. **Attachment 8:** List and describe Best Practices not described above that will be implemented by the Applicant that have been found to promote and facilitate residents' stability and inclusion in their community. Best Practices may include, but are not limited to, programs or services related to financial independence, life skills, greater employment options, family constancy, and social interaction. Best Practices shall be provided by the Applicant and/or by an appropriately executed partnership with public and/or private entities. (Up to 6 Points)

Applicants should use a size 12 point font and one (1) inch margins, with a maximum of three (3) single-spaced typed pages. Up to three (3) additional pages of appropriate exhibits, not created by the Applicant, may be provided to supplement the description(s).

J. Demonstration of Site Control (5 Points)

An Applicant will be eligible to receive five (5) points if it demonstrates site control as of Application Deadline by including the required site control documentation as **Attachment 9** to its Application. The requirements for demonstrating site control, including the required documentation, are stated in the timeline for providing information to the credit underwriter described in Exhibit D, Part I, item 2, of this RFA.

*Note: In all cases, an Applicant awarded funding under this RFA must demonstrate that it has control of the Development site(s) described in Section Four, D.3., by providing the required documentation to the credit underwriter as described in the timeline provided in Exhibit D, Part I, item 2, of this RFA. An Applicant may include the required documentation with its Application, in which case it shall be eligible for five (5) points as provided above, or submit the required documentation to the credit underwriter within 60 days of the invitation to enter credit underwriting as provided in Exhibit D, Part I, item 2, in which case no points shall be awarded.*

K. Ability to Proceed Tie-Breaker:

Applicants may receive Ability to Proceed tie-breaker points in the funding selection process if they demonstrate that the following items are in place as of the Application Deadline.

| <b>Ability to Proceed demonstrated as of the Application Deadline</b>   | <b>Ability to Proceed Tie-Breaker Points Awarded</b> |
|---|--|
| Either (i) Local Government Verification Of Status Of Site Plan Approval For Multifamily Developments; or (ii) the Local Government Verification of Status of Plat Approval for Single Family Developments (form) | 1  |
| Verification Of Availability Of Infrastructure – Electricity (form or letter from provider)   | 1  |
| Verification Of Availability Of Infrastructure – Water (form or letter from provider)   | 1  |
| Verification Of Availability Of Infrastructure - Sewer Capacity, Package Treatment, Or Septic Tank (form or letter from provider)   | 1  |
| Verification Of Availability Of Infrastructure – Roads (form or letter from Local Government)   | 1  |
| Local Government Verification That Development Is Consistent With Zoning And Land Use Regulations OR Local Government Verification That Permits Are Not Required For This Development (form)                      | 1  |
| <b>Total Ability to Proceed Tie-Breaker Points Available</b>  | <b>6</b>   |

**Attachment 10:** To demonstrate status of site plan approval, status of plat approval, or that the site is appropriately zoned, the Applicant must provide the properly executed form. To demonstrate availability of infrastructure (electricity, water, roads, and sewer capacity, package treatment, or septic tank) the Applicant must provide either (i) the a properly executed form or (ii) a letter from the proper entity authorized in such matters, which is dated within 12 months of the Application Deadline and is specific to the Development. One tie-breaker point will be awarded for each form or letter (as applicable) that meets the above requirements. The site plan, plat approval, zoning, and infrastructure forms (Form Rev. 01-14) are available on the Corporation’s Website at <http://www.floridahousing.org/BusinessAndLegal/Solicitations/RequestForApplications/2014-101> (also accessible by clicking [here](#)); however Applicants may submit properly executed 2013 forms.

*Note: In all cases, an Applicant awarded funding under this RFA must demonstrate status of site plan approval, status of plat approval, that the site is appropriately zoned, and availability of*



*infrastructure (electricity, water, roads, and sewer capacity, package treatment, or septic tank) by providing the required documentation to the credit underwriter as described in the timeline provided in Exhibit D, Part I, item 2, of this RFA. An Applicant may include the required documentation with its Application, in which case it shall be eligible for up to six (6) points Ability to Proceed tie-breaker points as provided above, or submit the required documentation to the credit underwriter within seven (7) days of the invitation to enter credit underwriting as provided in Exhibit D, Part I, item 2, in which case no Ability to Proceed tie-breaker points shall be awarded.*

L. Verification by the State Designated Lead Agency (Mandatory)

**Attachment 11:** Each Applicant must provide with its Application the form entitled “Verification by the State Designated Lead Agency of Inclusion in Local Homeless Continuum of Care Program”, found in Exhibit E. The form must be completed and executed by the Lead Agency for the local Continuum of Care Jurisdiction operating in the county where the proposed Development will be located. The purpose of the form is to certify that the Development proposed is consistent with the priority Permanent Supportive Housing needs of Homeless persons in the community in which the housing shall be developed. An Applicant may contact the Florida Department of Children and Families Office on Homelessness to confirm the Continuum Jurisdiction where the proposed Development is located. An Applicant is exempt from this requirement if the proposed Development will be located in a county that is not within a Continuum Jurisdiction as of the Application Deadline. The form is provided on the Corporation’s Website at <http://www.floridahousing.org/BusinessAndLegal/Solicitations/RequestForApplications/2014-101> (also accessible by clicking [here](#)), and as Exhibit E of this RFA.

M. Funding Request (Mandatory)

To determine the maximum request amounts, use the following formulas. Applicants may request less than this amount, but may not exceed it.

1. 1 – 4 Unit Size Category

a. ACQUISITION WITH REHABILITATION APPLICANTS

An Acquisition with Rehabilitation Applicant’s maximum Grant Request Amount shall be: (i) \$140,000 for each Unit that is an Efficiency Unit or one bedroom Unit PLUS \$175,000 for each Unit that consists of 2, 3, or 4 bedrooms; or (ii) \$560,000; whichever is less.

To determine the maximum Grant Request Amount, the Applicant should fill out the section below. The number of Units entered here must be the same as the number of Units entered at question D.9.

(1) How many Units are Efficiency Units or one bedroom Units? \_\_\_\_\_

Multiply this number by \$140,000 = \$\_\_\_\_\_

- (2) How many Units consist of two, three or four bedrooms? \_\_\_\_\_  
 Multiply this number by \$175,000 = \$ \_\_\_\_\_
- (3) Sum of (1) plus (2) = \$ \_\_\_\_\_
- (4) The maximum Grant Request Amount shall be the amount in (3), or \$560,000, whichever is less. Applicants may request less than this amount, but may not exceed it.
- (5) What is the Applicant's actual Grant Request Amount? \$ \_\_\_\_\_

If this amount exceeds the maximum Grant Request Amount, the Corporation will adjust the Applicant's Grant Request Amount down to the maximum amount allowed. The Grant Request Amount will be used in the Leveraging and Florida Job Creation Preference Tie-Breakers. Applicants must enter the Grant Request Amount as a source on the Development Cost Pro Forma.

b. REHABILITATION-ONLY APPLICANTS

A Rehabilitation-only Applicant's maximum Grant Request Amount shall be: (i) \$70,000 for each Unit that is an Efficiency Unit or one bedroom Unit PLUS \$87,500 for each Unit that consists of 2, 3, or 4 bedrooms; or (ii) \$280,000; whichever is less.

To determine the maximum Grant Request Amount, the Applicant should fill out the section below. The number of Units entered here must be the same as the number of Units entered at question D.9.

- (1) How many Units are Efficiency Units or one bedroom Units? \_\_\_\_\_  
 Multiply this number by \$70,000 = \$ \_\_\_\_\_
- (2) How many Units consist of two, three or four bedrooms? \_\_\_\_\_  
 Multiply this number by \$87,500 = \$ \_\_\_\_\_
- (3) Sum of (1) plus (2) = \$ \_\_\_\_\_
- (4) The maximum Grant Request Amount shall be the amount in (3), or \$280,000, whichever is less. Applicants may request less than this amount, but may not exceed it.
- (5) What is the Applicant's actual Grant Request Amount? \$ \_\_\_\_\_

If this amount exceeds the maximum Grant Request Amount, the Corporation will adjust the Applicant's Grant Request Amount down to the maximum amount allowed. The Grant Request Amount will be used

in the Leveraging and Florida Job Creation Preference Tie-Breakers. Applicants must enter the Grant Request Amount as a source on the Development Cost Pro Forma.

2. 5 – 15 Unit Size Category

In addition to Grant Funding for this category, the Corporation is making ELI grant funding available for new construction and Acquisition with Rehabilitation Applicants, corresponding to the ELI Commitment required of an Applicant, as determined in Item E.2. It is important to note that the Leveraging Tie-Breaker calculation is based on the Grant Request Amount and ELI Funding per Unit.

a. NEW CONSTRUCTION APPLICANTS

New construction Applicants may request up to \$140,000 in grant funding for each Unit, up to a maximum request amount of \$1,696,898. In addition, for each ELI household that the Applicant is required to serve, the Applicant will qualify for up to an additional \$35,000 in ELI Funding.

- (1) To determine the maximum Grant Request Amount, multiply the total number of Units stated in Item D.9. by \$140,000. Applicants may request less than this amount, but may not exceed the lesser of this amount or \$1,696,898.

What is the Applicant’s Grant Request Amount? \$ \_\_\_\_\_

If this amount exceeds the maximum Grant Request Amount, the Corporation will adjust the Applicant’s Grant Request Amount down to the maximum amount allowed. The Grant Request Amount will be used in the Leveraging and Florida Job Creation Preference Tie-Breakers.

- (2) To determine the ELI Funding Amount that the Applicant is eligible for, multiply the total number of required ELI households stated in Item E.2. by \$35,000. Applicants may request less than this amount, but may not exceed it.

What is the Applicant’s ELI Funding request amount? \$ \_\_\_\_\_

If this amount exceeds the maximum ELI Funding Amount, the Corporation will adjust the Applicant’s ELI Funding Amount down to the maximum amount allowed. The ELI Funding Amount will be used in the Leveraging and Florida Job Creation Preference Tie-Breakers.

- (3) Enter the Applicant’s Grant Request Amount and the ELI Funding Amount as sources on the Development Cost Pro Forma.

b. ACQUISITION WITH REHABILITATION APPLICANTS

Acquisition with Rehabilitation Applicants may request up to \$115,200 in grant funding for each Unit, up to a maximum request amount of \$1,696,898. In addition, for each ELI household that the Applicant is required to serve, the Applicant will qualify for an additional \$28,800 in ELI Funding.

- (1) To determine the maximum Grant Request Amount, multiply the total number of Units stated in Item D.9. by \$115,200. Applicants may request less than this amount, but may not exceed the lesser of this amount or \$1,696,898.

What is the Applicant's Grant Request Amount?        \$ \_\_\_\_\_

If this amount exceeds the maximum Grant Request Amount, the Corporation will adjust the Applicant's Grant Request Amount down to the maximum amount allowed. The Applicant's Grant Request Amount will be used in the Leveraging and Florida Job Creation Preference Tie-Breakers.

- (2) To determine the ELI Funding Amount that the Applicant is eligible for, multiply the total number of required ELI Households stated in Item E.2. by \$28,800. Applicants may request less than this amount, but may not exceed it.

What is the Applicant's ELI Funding request amount?        \$ \_\_\_\_\_

If this amount exceeds the maximum ELI Funding Amount, the Corporation will adjust the Applicant's ELI Funding Amount down to the maximum amount allowed. The ELI Funding Amount will be used in the Leveraging and Florida Job Creation Preference Tie-Breakers.

- (3) Enter the Applicant's Grant Request Amount and the ELI Funding Amount as sources on the Development Cost Pro Forma.

c. REHABILITATION-ONLY APPLICANTS

Rehabilitation-only Applicants may request up to \$87,500 in grant funding for each Unit. No additional ELI Funding will be made available for these proposed Developments.

- (1) To determine the maximum Grant Request Amount, multiply the total number of Units stated in Item D.9. by \$87,500. Applicants may request less than this amount, but may not exceed it.

What is the Applicant's Grant Request Amount?        \$ \_\_\_\_\_

If this amount exceeds the maximum Grant Request Amount, the Corporation will adjust the Applicant's Grant Request Amount down to the maximum amount allowed. The Applicant's Grant Request Amount will be used in the Leveraging and Florida Job Creation Preference Tie-Breakers.

- (2) Enter the Applicant's Grant Request Amount as a source on the Development Cost Pro Forma.
3. The Corporation will also provide an initial three-year operating deficit reserve of \$6,500 per Unit. This additional gap grant funding will not be used in the Leveraging and Florida Job Creation Preference Tie-Breakers. However, the Applicant must enter this additional Grant Funding Amount as a source on the Development Cost Pro Forma as a use. The Corporation will preliminarily award these funds and then they will be evaluated in credit underwriting to determine if they should be reduced.

N. Development Cost Pro Forma (Mandatory)

1. 1 – 4 UNIT SIZE CATEGORY

**Attachment 12:** Applicants must provide with the Application a completed Development Cost Pro Forma for the 1 – 4 Unit Size Category detailing the anticipated expenses and sources of funding. The Development Cost Pro Forma spreadsheet is provided on the Corporation's Website at <http://www.floridahousing.org/BusinessAndLegal/Solicitations/RequestForApplications/2014-101> (also accessible by clicking [here](#)) and at Exhibit A.

To ensure accuracy with calculations, Applicants are strongly encouraged to enter the data directly into the electronic spreadsheet found on the website, which can then be printed out and submitted with the Application.

2. 5 - 15 UNIT SIZE CATEGORY

**Attachment 12:** Applicants must provide with the Application a completed Development Cost Pro Forma for the 5 - 15 Unit Size Category detailing the anticipated expenses and sources of funding. The Development Cost Pro Forma spreadsheet is provided on the Corporation's Website at <http://www.floridahousing.org/BusinessAndLegal/Solicitations/RequestForApplications/2014-101> (also accessible by clicking [here](#)) and at Exhibit B.

To ensure accuracy with calculations, Applicants are strongly encouraged to enter the data directly into the electronic spreadsheet found on the website, which can then be printed out and submitted with the Application.

3. To carry out such activities as credit underwriting, construction inspections and grant draws, compliance monitoring, fees will be assessed, as outlined in Section Six, F., of this RFA. These fees must be reflected on the Development Cost Pro Forma.
4. Funding may not be used for furnishings.

5. Developer overhead shall be limited to 10% of Development cost.
6. Sources of funding must equal or exceed expenses. If any funding shortfalls are discovered by the Corporation in the Construction or Permanent Analysis during scoring, the Applicant will be required to demonstrate during credit underwriting that it has secured adequate sources of funding to pay for all Development expenses.
7. Costs associated with the acquisition of the subject property can be included in the Development Cost Pro Forma in so far as the costs were incurred no earlier than 12 months prior to Application Deadline. Any acquisition costs incurred earlier than 12 months prior to Application Deadline would not be allowed as part of total development costs. The maximum cost permitted will be the lesser of the actual allowed cost of acquisition, or the appraised value as determined during credit underwriting. To document the cost of the property acquisition, the credit underwriting shall review the purchase contract, the closing settlement statement, and any other appropriate documentation indicating the cost. To document the appraised value of the property, the credit underwriting shall order and review an appraisal during the credit underwriting process. If an entity related to the Applicant is selling or has sold the property to the Applicant, the maximum cost of acquisition shall be the lesser of the Applicant's acquisition costs or the actual cost of acquisition incurred by the related entity in so far as the related entity's acquisition costs were incurred no earlier than 12 months prior to Application Deadline, in which case no acquisition costs would be allowed.
8. To ensure that these scarce resources are allocated to Developments in a prudent manner, after preliminary awards are made, the Corporation may reduce the amount of the award based on needs determined in credit underwriting.

O. Applicant Certification and Acknowledgement

The Application labeled "Original Hard Copy" that is submitted must have an original signature (blue ink is preferred). By submitting this RFA, the Applicant acknowledges and certifies that:

1. All requirements outlined in the RFA and all commitments made by the Applicant will be met;
2. The information outlined in Exhibit D will be provided by the Applicant within the timeframes prescribed by the Corporation and/or the Credit Underwriter;
3. The Applicant acknowledges that any funding preliminarily secured by the Applicant is conditioned upon any independent review, analysis, and verification that may be conducted by the Corporation of all information contained in the Application and/or subsequently provided, the successful completion of credit underwriting, and all necessary approvals by the Board of Directors, Corporation or other legal counsel, the Credit Underwriter, and Corporation Staff;
4. If preliminary funding is approved, Applicant will promptly furnish such other supporting information, documents, and fees requested or required by the Corporation or Credit Underwriter;

5. As a condition of the acceptance of funding, all awardees may be required to cooperate with the Corporation or any contractors affiliated with the Corporation in the evaluation of the effectiveness of Permanent Supportive Housing provided through this RFA. The Corporation is interested in collecting evidence to demonstrate the extent to which these Developments meet expected outcomes;
6. Awardees may be subject to compliance monitoring visits during the Compliance Period.
7. In accordance with the intent of Section 420.622 (3)(b), F.S., recipients of funding under this grant from the Corporation shall participate in the Homeless Management Information System (HMIS) in place for their respective Local Continuum of Care Jurisdiction. The recipient shall enter the client level data required under the federal HMIS data standards for the Homeless persons residing in the Development;
8. The Applicant has read all applicable Corporation rules and provisions governing this RFA and has read the instructions for completing this RFA and will abide by the applicable Florida Statutes and the credit underwriting and program provisions outlined in the RFA;
9. When eliciting information from third parties required or included in this Application, Applicant has provided such parties' information that accurately describes the Development as proposed in this Application. The Applicant has reviewed the third party information included in this Application and, to the best of the Applicant's knowledge, the information provided by any such party is based upon, and is accurate with respect to, the Development as proposed in this Application;
10. The Applicant's commitments will be included in a Restrictive Covenant and Grant Agreement and must be maintained in order for the Development to remain in compliance, unless the Board approves a change.
11. The undersigned is authorized to bind all Financial Beneficiaries to this certification and warranty of truthfulness and completeness of the Application.

Under the penalties of perjury, I declare and certify that I have read the foregoing and that the information is true, correct and complete.

\_\_\_\_\_

Signature of Applicant

\_\_\_\_\_

Name (Typed or Printed)

\_\_\_\_\_

Title (Typed or Printed)

NOTE: The Original Hard Copy of the Application must contain the original signature of the Applicant (blue ink is preferred). Other copies must be photocopies of the Original Hard Copy.

**SECTION FIVE  
SCORING AND SELECTION PROCESS**

A. Mandatory Items and Items for which Points may be awarded:

| <b>Mandatory Items</b>  |
|---|
| Homeless Demographic Commitment description   |
| Contact information   |
| Name of Applicant   |
| Evidence that since August 1, 2012, Applicant is a private Non-Profit organization                                      |
| Evidence Applicant is a legally formed entity qualified to do business in Florida                                       |
| Non-Profit Applicant entity owns at least 51% of ownership interest in Development                                      |
| Non-Profit Applicant entity will receive at least 50% of the Developer overhead   |
| Name of Proposed Development  |
| County where proposed Development will be located   |
| Address of Development Site   |
| Development Size Category   |
| Development Category  |
| Development Type  |
| Total Number of Units   |
| Verification by the State Designated Lead Agency form   |
| Funding Request Amount  |
| Development Cost Pro Forma (listing expenses) and Construction/Rehab. analysis and Permanent analysis (listing sources) |
| Executed Applicant Certification and Acknowledgement (original signature in "Original Hard Copy")                       |
| Met Submission Requirements   |
| Minimum Score of 30 points achieved   |

| <b>Items for which Points may be Awarded</b>   | <b>Maximum Points</b> |
|--|-----------------------|
| Operating/Managing Permanent Supportive Housing Experience                                       | 20                    |
| Optional Accessibility, Adaptability, Universal Design and Visitability features and amenities   | 10                    |
| Access to Community-Based Services and Amenities:  | --                    |
| Groceries, schools, household shopping, employment   | 12                    |
| Specific healthcare/supportive service needs of intended residents described in Section Four, A. | 12                    |
| Other Best Practices that will be implemented  | 6                     |
| Demonstration of Site Control  | 5                     |
|  |                       |
| Total Possible Points:   | 65                    |

B. Tie Breakers to Be Used in Funding Selection - All Applications may receive points up to the maximum as outlined above. In the event that multiple Applications receive the same number



of points, tie-breakers will be used in the following order to determine how Applications are sorted in the funding selection process.

1. Ability to Proceed Points – Points will be awarded based on the chart provided in Section Four, K. above. Applicants with the highest number of points will receive preference.
2. Grant/ELI Funding Request Leveraging – Preference will be given to the Applicant that requires the lowest dollar amount of combined grant and ELI funding from the Corporation per Unit. The total amount of the grant funding requested shall be the summation of the Grant Request Amount and the ELI Funding Request Amount. This total will then be divided by the total number of housing Units proposed in the Application. The resulting calculation shall be the Grant Request Amount per Unit.

For example, if an Applicant seeks \$1,250,000 in grant funding and \$175,000 in ELI Funding to build 10 Units reserved for Homeless persons, the proposed Development would be sorted based on a cost of \$142,500 per Unit.

3. Florida Job Creation Preference - Section 420.507, F.S., requires all of the Corporation's competitive programs to include a preference for Applications that demonstrate the highest rate of Florida job creation in the Development and construction of affordable housing. Florida Jobs per Unit are determined in the following manner:
  - 1 – 4 Unit Size Category - 2.784 Florida Jobs per Unit;
  - 5 – 15 Unit Size Category
    - 3.376 Florida Jobs per Unit for proposed new construction; and
    - 1.534 Florida Jobs per Unit for proposed Rehabilitation.

To determine eligibility for the preference, the Corporation will calculate each Application's Florida Job Creation score, which will reflect the number of Florida jobs per \$1 million of the Corporation funding requested.

Applications with a Florida Job Creation score equal to or greater than 12 will qualify for the Florida Job Creation Ranking Preference and will have a funding preference over another Applicant that does not meet the minimum qualification.

The Corporation will calculate the Rate of Florida Job Creation using the following formulas:

- a. 1 – 4 Unit Size Category: Multiply 2.784 by the total number of Units. Multiply the result by 1,000,000. Divide that result by the total funding request amount.

For example:

Application A consists of 4 single-family units and the total funding request amount of \$560,000.

$4 \times 2.784 \times 1,000,000 / 560,000 =$  Florida Job Creation score of 19.886.

- b. 5 – 15 Unit Size Category, New Construction Development Category: Multiply 3.376 by the total number of new construction Units. Multiply the result by 1,000,000. Divide that result by the total funding request amount.

For example:

Application B consists of 10 new construction units and the total funding request amount of \$1,500,000.

$$10 \times 3.376 \times 1,000,000 / 1,500,000 = \text{Florida Job Creation score of } 22.507.$$

- c. 5 – 15 Unit Size Category, Rehabilitation Development Category (with or without Acquisition): Multiply 1.534 by the total number of rehabilitation Units. Multiply the result by 1,000,000. Divide that result by the total funding request amount.

For example:

Application C consists of 10 rehabilitation units and the total funding request amount of \$1,250,000.

$$10 \times 1.534 \times 1,000,000 / 1,250,000 = \text{Florida Job Creation score of } 12.272.$$

4. Lottery – if the tie-breakers above do not break all ties, then the Application that received the lowest lottery number will receive preference.

C. Funding Selection process

Funding Available: \$1,696,898 in Grant funding will be available for this RFA.

Funding Test: All Applications will be subjected to the Funding Test. Funding Test means that Applications will be selected for funding only if there is enough grant funding available to fully fund the request amount.

County Test: Funding will be limited to one (1) Application per county (“County Test”), unless the only eligible Applications that can meet the Funding Test are located in a county that has already been awarded. This exception is further outlined below.

Sorting Order: All Applications that achieved at least 30 points and met all other Mandatory Items (“eligible Applications”) will be ranked from highest score to lowest score, applying tie-breakers in the order described in B. above.

Selection Process: The first Application considered for funding will be the highest ranked eligible Application. After the first Application is selected for funding, the next highest ranked eligible Application that can pass the County Test and Funding Test will be selected for funding.

If an eligible Application cannot meet the County Test and Funding Test, the next lower ranked eligible Application(s) will be considered (also subject to the same tests).

Remaining Funding: If it is determined that no eligible unfunded Applications can pass both tests, then the remaining funding will be awarded to the highest ranked eligible unfunded Application that can be fully funded without regard to the County Test. If it is determined that no eligible unfunded Applications can be fully funded, then the remaining funding will be awarded to the highest scoring eligible unfunded Application in any county, provided that there is enough funding remaining to fund at least 90% of the Applicant's Request Amount ("90% Test"). If none of the unfunded eligible Applications meet the 90% Test, no further Applications will be considered for funding and any remaining funding will be distributed as approved by the Board.

Note: If an Application is selected for funding because it meets the 90% Test but could not be fully funded, the Applicant will be required to demonstrate in credit underwriting that it can secure enough sources to pay for all expenses.

Funding that becomes available after the Board takes action on the Committee's recommendation(s), due to an Applicant declining its invitation to enter credit underwriting or the Applicant's inability to satisfy a requirement outlined in this RFA, and/or provisions outlined in Exhibit D, will be distributed as approved by the Board.

## **SECTION SIX AWARD PROCESS**

- A. The Corporation's Executive Director will appoint a staff review Committee. Each member of the review Committee will be assigned a certain part or parts of each Application to review and score, consulting with non-Committee Corporation staff and legal counsel as necessary and appropriate.
- B. The Committee shall conduct at least one public meeting during which the Committee members may discuss their evaluations, select Applicants to be considered for award, and make any scoring adjustments deemed necessary to best serve the interests of the Corporation's mission. The Committee will list the Applications deemed eligible for funding in order from highest total score to lowest total score, applying the funding selection criteria outlined in Section Five C above, and develop a recommendation or series of recommendations to the Board.
- C. The Board may use the Applications, the Committee's scoring, any other information or recommendation provided by the Committee or staff, and any other information the Board deems relevant in its selection of Applicants to award funding. After the Board approves preliminary awards, each approved Application will enter into credit underwriting. Credit underwriting reports for each preliminary award will be sent to the Board for final consideration. Notwithstanding a preliminary award by the Board pursuant to this RFA, funding will be subject to a positive recommendation from the Credit Underwriter based on criteria outlined in the credit underwriting provisions in Exhibit D.
- D. The Corporation shall provide notice of its decision, or intended decision, for this RFA on the Corporation's Website the day of the applicable Board vote. After posting, an unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), F.S. et. al. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., et. al., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

E. Technical Assistance

The Corporation reserves the right to assign a technical assistance provider (at no charge to the Applicant) for any Application that receives a preliminary award from the Corporation's Board of Directors. If assigned, the provider will assist the Applicant in formalizing the Development plans proposed in the response to this RFA.

F. Fees –

1. Non-refundable Application Fee of \$500 must be submitted with the Application, unless the Applicant paid the Application fee required for RFA 2013-006 [in which case no Application fee must be submitted for this RFA](#). Checks should be made out to Florida Housing Finance Corporation.
2. Credit Underwriting Fees
  - a. 1 – 4 Unit Size Category: \$2,500, to be paid with acceptance into credit underwriting, and is eligible for reimbursement from the grant funding.
  - b. 5 – 15 Unit Size Category: \$6,000 to be paid with acceptance into credit underwriting, and is eligible for reimbursement from the grant funding.
3. Grant Commitment Fee: 1.0% of the amount of the entire funding request, up to a maximum of \$2,000, to be paid at closing, and is eligible for reimbursement from the grant funding.
4. Closing Extension Fee (if required) - \$250
5. Construction Inspection Fee – estimated to be \$300 for each site inspection and up to an additional \$330 to process each draw by the credit underwriter. These fees will be due for each draw processed. When the scope of the development is Rehabilitation, fees related to up to two (2) draws are eligible for reimbursement from the grant funding. When the scope of the development is new construction, fees related to up to four (4) draws are eligible for reimbursement from the grant funding.
6. Compliance Monitoring Fees: pre-paid and due at closing; eligible for reimbursement from the grant funding
  - a. 1 – 4 Unit Size Category: \$100 per year for 10 years (the Compliance Period).
  - b. 5 – 15 Unit Size Category: \$500 per year for 20 years (the Compliance Period).
  - c. Additional fees may be required if site visits and follow up reviews are necessary

- NOTES:
- (1) Developer overhead may not exceed 10% of Development cost. The overhead will not be paid until after construction completion.
  - (2) Contingency Reserves allowed are amounts that cannot exceed 5% of A. TOTAL ACTUAL CONSTRUCTION COSTS for Development Category of New Construction and 15% for Rehabilitation. Operating Deficit Reserves are in addition to the Contingency Reserves but are capped at \$6,500 per Unit.
  - (3) The Corporation acknowledges that the costs listed on the Development Cost Pro Forma, Detail/Explanation Sheet, and Sources of Funding are subject to change during credit underwriting.
  - (4) After preliminary awards are made, the Corporation will finalize the amount of grant funding based on the needs determined by credit underwriting.

USE THE DETAIL/EXPLANATION SHEET FOR EXPLANATION OF \* ITEMS.

|   | <b>AMOUNT</b>   |
|---|-----------------|
| <b>DEVELOPMENT COSTS</b>  |                 |
| <i>Actual Construction Costs</i>  |                 |
| Demolition  | \$ _____        |
| Rehab of Existing Units   | \$ _____        |
| <b>*Other (explain in detail)</b>   | \$ _____        |
| <b>A. TOTAL ACTUAL CONSTRUCTION COSTS</b>                                   | <b>\$ _____</b> |
| <i>General Development Costs</i>  |                 |
| Accounting Fees   | \$ _____        |
| Appraisal (if applicable)   | \$ _____        |
| Architect & Engineering Fees  | \$ _____        |
| Builder's Risk Insurance (or Owner's Property Coverage during construction) | \$ _____        |
| Building Permit, Impact Fee(s)*, Connection Fee(s)                          | \$ _____        |
| Transaction Screen Process (Environmental) Report                           | \$ _____        |
| FHFC Compliance Monitoring Fee (pre-paid)                                   | \$ _____        |
| FHFC Credit Underwriting Fees   | \$ _____        |
| FHFC Construction Draw & Inspection Costs                                   | \$ _____        |
| Insurance (Liability, during construction)                                  | \$ _____        |
| Legal Fees  | \$ _____        |
| Property Taxes (during construction)  | \$ _____        |
| Survey  | \$ _____        |
| Title Insurance & Recording Fees  | \$ _____        |

|   | AMOUNT          |
|---|-----------------|
| *Other (explain in detail)  | \$ _____        |
| <b>B. TOTAL GENERAL DEVELOPMENT COST</b>  | <b>\$ _____</b> |
| <b>C. ACQUISITION COST OF PROPERTY*</b><br>(if appropriate)                               | <b>\$ _____</b> |
| <i>Financial Costs</i>  |                 |
| Loan Origination and Commitment Fee(s)  | \$ _____        |
| Construction Loan Interest  | \$ _____        |
| Loan Closing Costs  | \$ _____        |
| *Other (explain in detail)  | \$ _____        |
| <b>D. TOTAL FINANCIAL COST</b>  | <b>\$ _____</b> |
| <b>E. DEVELOPMENT COST</b><br>(A+B+C+D)   | <b>\$ _____</b> |
| <b>F. DEVELOPER'S OVERHEAD</b> <sup>See Note (1)</sup>                                    | <b>\$ _____</b> |
| <b>G. CONTINGENCY RESERVES AND OPERATING<br/>DEFICIT RESERVES</b> <sup>See Note (2)</sup> | <b>\$ _____</b> |
| <b>H. TOTAL DEVELOPMENT COST</b><br>(E+F+G)   | <b>\$ _____</b> |

**Detail/Explanation Sheet**

Totals must agree with Pro Forma. Provide description and amount for each item that has been completed on the Pro Forma.

**DEVELOPMENT COSTS**

***Actual Construction Cost***

*(as listed at Item A)*

Other: \_\_\_\_\_  
\_\_\_\_\_

***General Development Costs***

*(as listed at Item B)*

Impact Fees: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***Financial Costs***

*(as listed at Item F)*

Other: \_\_\_\_\_  
\_\_\_\_\_

NOTE: Consulting fees, if any, and any financial or other guarantees required for the financing must be paid out of the Developer overhead. Consulting fees include, but are not limited to, payments for Application consultants, construction management or supervision consultants, or local government consultants.

The Application Fee submitted with the Application shall be paid out of Applicant's own financial resources, will not be qualified to be part of the proposed Development's costs, and is ineligible for re-imbursement from any awarded funding. If the Application Fee is included, it will be removed in Credit Underwriting.





- NOTES:
- (1) Developer overhead may not exceed 10% of Development cost. The overhead will not be paid until after construction completion.
  - (2) Contingency Reserves allowed are amounts that cannot exceed 5% of A. TOTAL ACTUAL CONSTRUCTION COSTS for Development Category of New Construction and 15% for Rehabilitation. Operating Deficit Reserves are in addition to the Contingency Reserves but are capped at \$6,500 per Unit.
  - (3) The Corporation acknowledges that the costs listed on the Development Cost Pro Forma, Detail/Explanation Sheet, and Sources of Funding are subject to change during credit underwriting.
  - (4) After preliminary awards are made, the Corporation will finalize the amount of grant funding based on the needs determined by credit underwriting.

USE THE DETAIL/EXPLANATION SHEET FOR EXPLANATION OF \* ITEMS.

|   | AMOUNT          |
|---|-----------------|
| <b>DEVELOPMENT COSTS</b>  |                 |
| <i>Actual Construction Costs</i>  |                 |
| Demolition  | \$ _____        |
| New Rental Units  | \$ _____        |
| Rehab of Existing Units   | \$ _____        |
| <b>*Other (explain in detail)</b>   | \$ _____        |
| <b>A. TOTAL ACTUAL CONSTRUCTION COSTS</b>                                   | <b>\$ _____</b> |
| <i>General Development Costs</i>  |                 |
| Accounting Fees   | \$ _____        |
| Appraisal (if applicable)   | \$ _____        |
| Architect & Engineering Fees  | \$ _____        |
| Builder's Risk Insurance (or Owner's Property Coverage during construction) | \$ _____        |
| Building Permit, Impact Fee(s)*, Connection Fee(s)                          | \$ _____        |
| Transaction Screen Process (Environmental) Report                           | \$ _____        |
| FHFC Compliance Monitoring Fee (pre-paid)                                   | \$ _____        |
| FHFC Credit Underwriting Fees   | \$ _____        |
| FHFC Construction Draw & Inspection Costs                                   | \$ _____        |
| Insurance (Liability, during construction)                                  | \$ _____        |
| Legal Fees  | \$ _____        |
| Property Taxes (during construction)  | \$ _____        |
| Soil Test Report  | \$ _____        |

|   | <b>AMOUNT</b>   |
|---|-----------------|
| Survey  | \$ _____        |
| Title Insurance & Recording Fees  | \$ _____        |
| <b>*Other (explain in detail)</b>   | \$ _____        |
| <b>B. TOTAL GENERAL DEVELOPMENT COST</b>  | <b>\$ _____</b> |
| <b>C. ACQUISITION COST OF PROPERTY*</b><br><b>(if appropriate)</b>                    | <b>\$ _____</b> |
| <i>Financial Costs</i>  |                 |
| Loan Origination and Commitment Fee(s)  | \$ _____        |
| Construction Loan Interest  | \$ _____        |
| Loan Closing Costs  | \$ _____        |
| <b>*Other (explain in detail)</b>   | \$ _____        |
| <b>D. TOTAL FINANCIAL COST</b>  | <b>\$ _____</b> |
| <b>E. DEVELOPMENT COST</b><br>(A+B+C+D)   | <b>\$ _____</b> |
| <b>F. DEVELOPER'S OVERHEAD</b> <sup>See Note (1)</sup>                                | <b>\$ _____</b> |
| <b>G. CONTINGENCY RESERVES AND OPERATING DEFICIT RESERVES</b> <sup>See Note (2)</sup> | <b>\$ _____</b> |
| <b>H. TOTAL DEVELOPMENT COST</b><br>(E+F+G)   | <b>\$ _____</b> |

**Detail/Explanation Sheet**

**Totals must agree with Pro Forma. Provide description and amount for each item that has been completed on the Pro Forma.**

**DEVELOPMENT COSTS**

***Actual Construction Cost***

*(as listed at Item A)*

Other: \_\_\_\_\_  
\_\_\_\_\_

***General Development Costs***

*(as listed at Item B)*

Impact Fees: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***Financial Costs***

*(as listed at Item D)*

Other: \_\_\_\_\_  
\_\_\_\_\_

NOTE: Consulting fees, if any, and any financial or other guarantees required for the financing must be paid out of the Developer overhead. Consulting fees include, but are not limited to, payments for Application consultants, construction management or supervision consultants, or local government consultants.

The Application Fee submitted with the Application shall be paid out of Applicant's own financial resources, will not be qualified to be part of the proposed Development's costs, and is ineligible for re-imbursement from any awarded funding. If the Application Fee is included, it will be removed in Credit Underwriting.



## Exhibit C to RFA – 2014-101 Definitions

|                        |  |
|------------------------|--|
| “Address”              | The address number, street name and city or, at a minimum, the street name, closest designated intersection, and whether or not the Development is located within a city or in the unincorporated area of the county. If located within a city, include the name of the city.  |
| “Affiliate”            | Any person that, (i) directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Applicant or Developer, (ii) serves as an officer or director of the Applicant or Developer or of any Affiliate of the Applicant or Developer, (iii) directly or indirectly receives or will receive a financial benefit from a Development, excluding third party lenders, third party management agents or companies, third party service providers, credit enhancers regulated by a state or federal agency, or contractors whose total fees are within the limit described in Exhibit D of the RFA, or (iv) is the spouse, parent, child, sibling, or relative by marriage of a person described in (i), (ii) or (iii) above. |
| “Best Practice”        | A program, activity or strategy that has been field tested and has been shown to work effectively and produce successful outcomes and is supported by subjective and objective evaluation and research.  |
| “Calendar Days”        | The seven (7) days of the week. For computing any period of time allowed by this RFA, the day of the event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday.  |
| “Chronically Homeless” | An individual that is Homeless and has: (a) a diagnosable substance abuse disorder, or (b) a serious mental illness, or (c) a developmental disability, or (d) a chronic physical illness or disability, including the co-occurrence of two or more of these conditions; <u>and</u><br><br>(e) has been continuously homeless for one (1) year, or (f) has had four (4) periods of homelessness in the last three (3) years.   |
| “Committee”            | The review committee composed only of employees of the Corporation.  |
| “Compliance Period”    | A period of time that the Development shall conform to all set-aside requirements as described further in this RFA and agreed to by the Applicant in the Application.  |
| “Contact Person”       | The person with whom the Corporation will correspond concerning the Application and the Development. This person cannot be a third-party consultant.   |
| “Credit Underwriter”   | The independent contractor under contract with the Corporation having the responsibility for providing stated credit underwriting services.  |
| “Developer”            | Any individual, association, corporation, joint venturer, or partnership which possesses the requisite skill, experience, and credit worthiness to successfully produce affordable housing as required in the Application.   |

|   |  |
|---|--|
| “Development”                           | Project, consisting of any work or improvement located or to be located in the state, including real property, buildings, and any other real and personal property, designed and intended for the primary purpose of providing decent, safe, and sanitary residential housing for persons or families, whether new construction, the acquisition of existing residential housing, or the remodeling, improvement, rehabilitation, or reconstruction of existing housing, together with such related nonhousing facilities as the corporation determines to be necessary, convenient, or desirable, as defined in Section 420.503(33), F.S. |
| “Development Cost”                      | The total of all costs incurred in the completion of a Development excluding Developer overhead and total land cost as shown in the Development Cost line item on the Development Cost Pro Forma within the Application.   |
| “Document”                              | Electronic media, written or graphic matter, of any kind whatsoever, however produced or reproduced, including records, reports, memoranda, minutes, notes, graphs, maps, charts, contracts, opinions, studies, analysis, photographs, financial statements and correspondence as well as any other tangible thing on which information is recorded.   |
| “Draw”                                  | The disbursement of funds to a Development.  |
| “Efficiency Unit”                       | A dwelling unit that includes a private bathroom and kitchen with at least a stove, oven, refrigerator, dishwasher, and sink. An Efficiency Unit is considered to be a 0-bedroom Unit for purposes of this RFA.  |
| “Extremely Low Income” or “ELI” persons | One or more natural persons or a family whose total annual household income does not exceed 30 percent of the median annual adjusted gross income for households within the state, as defined in Section 420.0004(9), F.S. The Corporation may adjust this amount annually by rule to provide that in lower income counties, extremely low income may exceed 30 percent of area median income and that in higher income counties, extremely low income may be less than 30 percent of area median income.  |
| “Executive Director”                    | The Executive Director of the Corporation.   |
| “FAF” or “Financing Adjustment Factor”  | The Corporation’s portion of the savings from bonds refunded in 1992 as part of HUD’s Financing Adjustment Factor (FAF) program, pursuant to Section 8 of the United States Housing Act of 1937, as amended, and Section 1012 of the Steward B. McKinney Homeless Assistance Act of 1988.  |
| “Financial Beneficiary”                 | Any Principal of the Developer or Applicant entity who receives or will receive any direct or indirect financial benefit from a Development, excluding third party lenders, third party management agents or companies, third party service providers, credit enhancers regulated by a state or federal agency, or contractors whose total fees are within the limit described in the RFA.   |
| “General Contractor”                    | A person or entity duly licensed in the state of Florida with the requisite skills, experience and credit worthiness to successfully provide the units required in the Application, and which meets the criteria described in Part III   |

of Exhibit D of the RFA.

"Homeless"

Pursuant to Section 420.621(5), F.S., an individual who lacks a fixed, regular, and adequate nighttime residence and includes an individual who: (a) Is sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; (b) Is living in a motel, hotel, travel trailer park, or camping ground due to a lack of alternative adequate accommodations; (c) Is living in an emergency or transitional shelter; (d) Has a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings; (e) Is living in a car, park, public space, abandoned building, bus or train station, or similar setting; or (f) Is a migratory individual who qualifies as Homeless because he or she is living in circumstances described in paragraphs (a)-(e). This definition does not refer to an individual imprisoned pursuant to state or federal law or to individuals or families who are sharing housing due to cultural preferences, voluntary arrangements, or traditional networks of support. The definition includes an individual who has been released from jail, prison, the juvenile justice system, the child welfare system, a mental health and Developmental disability facility, a residential addiction treatment program, or a hospital, for whom no subsequent residence has been identified, and who lacks the resources and support network to obtain housing.

"Households with Persistent Housing Instability"

For the purposes of this RFA, these Homeless households are: (a) Families with children and youth, or (b) Unaccompanied youth less than 25 years old; and (c) Have not had a lease, ownership interest or occupancy agreement in permanent housing in at least 60 days prior to applying for housing; and (d) Have moved two or more times in at least 60 days prior to applying for housing; and (e) Have one or more of the following: chronic disabilities; chronic physical or mental health conditions; substance addiction; histories of domestic violence or childhood abuse; a child with a disability; and/or two or more barriers to employment, which include the lack of high school degree, illiteracy, history of incarceration or detention for criminal activity, and/or a history of unstable employment.

"Interested Party"

Any person or entity that requests a copy of this Request for Applications from the Corporation.

|  |   |
|--|---|
| “Non-Profit”   | A qualified non-profit entity as defined in Section 42(h)(5)(C), subsection 501(c)(3) and 501(c)(4) of the IRC and organized under Chapter 617, F.S., if a Florida Corporation, or organized under similar state law if organized in a jurisdiction other than Florida, to provide housing and other services on a not-for-profit basis, which owns at least 51 percent of the ownership interest in the Development held by the general partner or managing member entity, which shall receive at least 50 percent of the Developer overhead, and which entity is acceptable to federal and state agencies and financial institutions as a sponsor for affordable housing. A Non-Profit entity shall own an interest in the Development, either directly or indirectly; shall not be affiliated with or controlled by a for-profit Corporation; and shall materially participate in the development and operation of the Development throughout the total Compliance Period as stated in the Restrictive Covenant and Grant Agreement. |
| “Permanent Supportive Housing”                       | Affordable rental housing that is leased for continued occupancy for as long as the tenant complies with lease requirements. The lease shall have no limits on length of tenancy related to the provision or participation in supportive services. Permanent Supportive Housing shall facilitate and promote activities of daily living, access to community-based services and amenities, and inclusion in the general community. Permanent Supportive Housing shall strive to meet the needs and preferences of the intended residents.   |
| “Principal”  | Any general partner of an Applicant or Developer, any limited partner of an Applicant or Developer, any manager or member of an Applicant or Developer, any officer, director or shareholder of an Applicant or Developer, (ii) any officer, director, shareholder, manager, member, general partner or limited partner of any general partner or limited partner of an Applicant or Developer, (iii) any officer, director, shareholder, manager, member, general partner or limited partner of any manager or member of an Applicant or Developer, and (iv) any officer, director, shareholder, manager, member, general partner or limited partner of any shareholder of an Applicant or Developer.  |
| “Project” or “Property”                              | Development as defined above.   |
| “Rehabilitation”                                     | The alteration, improvement or modification of an existing structure where less than 50 percent of the proposed construction work consists of new construction.   |
| “RCGA” or “Restrictive Covenant and Grant Agreement” | An agreement which sets forth the set-aside requirements and other Development requirements under a Corporation program.  |



|                          |   |
|--------------------------|---|
| “Scattered Sites”        | As applied to a single Development, means a Development site that, when taken as a whole, is comprised of real property that is not contiguous (each such non-contiguous site within a Scattered Site Development, a “Scattered Site”). For purposes of this definition “contiguous” means touching at a point or along a boundary. Real property is contiguous if the only intervening real property interest is an easement, provided the easement is not a roadway or street. Each Unit of a proposed Scattered Site Development must be in the same county and within a two mile radius of the other Units in the proposed Development. |
| “Shared Housing”         | A rental dwelling unit with 0-4 bedrooms that is shared by residents who are not related or significant others. Each resident in a Shared Housing Unit shall sign a separate lease and shall be considered a separate household for the purposes of determining compliance with set-aside commitments, income eligibility, and rent payments.   |
| “Total Development Cost” | The total of all costs incurred in the completion of a Development, all of which shall be subject to the review and approval by the Credit Underwriter and the Corporation pursuant the RFA.  |
| "Unit"                   | A single family home or one set of living quarters in a duplex, triplex, quadraplex, or apartment property. Units are those in which the occupants live separately from any other persons in the building and which have direct access from the outside of the building or through a common hall. The occupants may be a family, one person living alone, or any other group of related or unrelated persons who share living arrangements. For this RFA, Units may contain one or more separate bedrooms rented separately as Shared Housing by non-related persons.   |
| "Visitability"           | Housing designed in such a way that it can be lived in or visited by people who are mobility impaired. This includes the ability of people with a mobility aid to easily enter a home and move from room to room, including at least one bathroom on an accessible level.   |
| “Website”                | The Corporation’s website, the Universal Resource Locator (URL) for which is <a href="http://www.floridahousing.org">www.floridahousing.org</a> .   |

## Exhibit D to RFA 2014-101 Credit Underwriting and Program Requirements

### Part I. Timeline for Providing Information to Credit Underwriter

All Applicants invited into credit underwriting must provide the following information:

1. Within seven (7) Calendar Days of the date of the invitation to enter credit underwriting, the following Ability to Proceed documentation that (i) was not provided in the Application or, (ii) was provided in the Application, but was deemed to be unacceptable:
  - a. The completed and executed Florida Housing Finance Corporation Local Government Verification of Status of Site Plan Approval for Multifamily Developments form\* to certify the status of site plan approval as of Application Deadline; or (ii) Florida Housing Finance Corporation Local Government Verification of Status of Plat Approval for Single Family Developments form\* to certify the status of plat approval as of Application Deadline;
  - b. The completed and executed Florida Housing Finance Corporation Local Government Verification that Development is Consistent with Zoning and Land Use Regulations form\* or the completed and executed Florida Housing Finance Corporation Local Government Verification that Permits are not Required for this Development form\*, as applicable, to certify that as of Application Deadline the site is appropriately zoned for the proposed Development; and
  - c. Evidence from the Local Government or service provider, as applicable, confirming the availability of the following for the entire Development site, including confirmation that these items were in place as of the Application Deadline: electricity, water, sewer service, and roads for the proposed Development. Such confirmation can be by submission of the completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure (Electricity, Water, Sewer, and Roads) forms\* or by submission of a letter from the service provider which is dated within 12 months of the Application Deadline, is Development specific, and specifically states that the applicable service (electricity, water, sewer or roads) is available to the proposed Development as of the Application Deadline.

\* The required site plan, plat approval, zoning, and infrastructure forms (Form Rev. 01-14) are available on the Corporation's Website at <http://www.floridahousing.org/BusinessAndLegal/Solicitations/RequestForApplications/2014-101> (also accessible by clicking [here](#)); however Applicants may submit properly executed 2013 forms.
2. Within 60 Calendar Days of the date of the invitation to enter credit underwriting, the Applicant must demonstrate that the Applicant entity as named in Section Four, B.2. has control of the Development site(s) described in Section Four, D.3. The Applicant must provide one or more, as applicable, of the following site control documents to the credit underwriter as soon as possible thereafter but in all events no later than 60 days after the invitation to enter credit underwriting is issued. Applicants who submitted site control documents with their Application and who received five (5) points for doing so are not required to resubmit site control documents provided the documents remain unchanged and in effect.

- a. Deed or Certificate of Title showing the Applicant as the sole grantee; or
  - b. Lease, including any sublease or assignment as applicable, showing the Applicant as the lessee or sub-lessee, or as the assignee of such interest. Applicants that commit to the 1 – 4 Unit Size Category must provide a lease with a lease term of at least 10 years after the Application Deadline. Applicants that commit to the 5 – 15 Unit Size Category must provide a lease with a lease term of at least 20 years after the Application Deadline; or
  - c. Purchase contract, including any assignment as applicable, showing the Applicant as purchaser and evidencing a closing date for the purchase that does not expire prior to a date that is six (6) months after the Application Deadline; or
  - d. Written agreement from the current owner of the site, whereby the owner agrees or otherwise commits to grant, donate or gift the site to the Applicant and demonstrating that title to the site will be transferred to the Applicant no later than six (6) months after the Application Deadline.
3. By May 31, 2014, the Applicant must provide a Transaction Screen Process (TSP) report in accordance with ASTM Practice E 1528 standards for the entire Development site. If the Development consists of any building constructed pre-1978, there must be a lead inspection or risk assessment with any necessary testing completed. If necessary, an appropriate remedial action plan must be determined, approved by the Credit Underwriter, and become part of the scope of work. If the TSP determines the need to test for asbestos or any other environmental concern, testing must be completed. If necessary, an abatement program must be developed and then approved by the Credit Underwriter to become part of the scope of work. If remediation and/or abatement is not adequately addressed or if the cost of its implementation is prohibitive within the scope of the Development, the award of funding will be rescinded.
  4. The Applicant shall submit its resident community based services coordination plan at credit underwriting, subject to the criteria provided in the RFA. If the Applicant intends to provide resident community-based services coordination in conjunction with public and/or private partnerships, the coordination and plan must be approved by the Corporation prior to approval of the final credit underwriting report.
  5. To assure assistance to those residents that are receiving community-based services coordination through another program or agency as well as to ensure assistance to those residents that need additional service coordination, the provider of this resident service shall also provide, at credit underwriting, information demonstrating its mission, qualifications, experience, agreements and/or contracts with state and federal supportive services programs, professional staffing and experience in serving the intended residents.
  6. The Credit Underwriter will provide an itemized due diligence list for additional documentation needed to complete the credit underwriting report.
  7. The Applicant must demonstrate it is meeting all of the criteria committed to within the RFA either at time of application, credit underwriting, or executed closing agreements, as applicable.

## **Part II. Credit Underwriting Procedures**

The following credit underwriting requirements apply to all Applications funded under this RFA.

Credit underwriting is a de novo review of all information supplied, received or discovered during or after any application scoring and funding preference process, prior to final board approval and the closing on funding. The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development team's experience, past performance or financial capacity is satisfactory. The credit underwriting review shall include an analysis of the Applicant, the real estate, the economics of the proposed scope of work, the ability of the Applicant and the Development team to proceed, and determine a recommended Grant Funding amount, as applicable. Corporation funding where property acquisition is involved will be based on an appraisal of comparable developments and other documents evidencing justification of costs. As part of the credit underwriting review, the Credit Underwriter will consider the applicable provisions of the credit underwriting and program requirements outlined in this RFA.

1. At the completion of all litigation and approval by the Board of all final agency action as defined in the Administrative Procedure Act, Chapter 120, Florida Statutes with regard to this RFA, the Corporation shall offer all Applicants within the funding range an invitation to enter credit underwriting. The Corporation shall select the Credit Underwriter for each Development.
2. The invitation to enter credit underwriting constitutes a preliminary commitment for the Grant Funding.
3. A response to the invitation to enter credit underwriting must be received by the Corporation and the Credit Underwriter not later than seven (7) Calendar Days after the date of the invitation. For any invitation to enter credit underwriting that is offered to an Applicant after Board approval of the list of Applications that is sorted from highest funding preference to lowest, where the Applicant's response is to decline to enter credit underwriting, the result shall be the removal of the Application's eligibility for funding for this RFA and any other funding where that list of eligible Applications will be used.
4. If the invitation to enter credit underwriting is accepted:
  - a. All Applicants shall submit the credit underwriting fee to the Credit Underwriter within seven (7) Calendar Days of the date of the invitation to enter credit underwriting. In addition, within fourteen (14) Calendar Days of the date of the invitation, Applicants shall submit IRS Tax Information Authorization Form 8821 for all Financial Beneficiaries to the Corporation.
  - b. Failure to submit the required credit underwriting fee by the specified deadline shall result in withdrawal of the invitation.
  - c. All grant funding must close by October 31, 2014. Applicants may request one (1) extension of up to 3 months. All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting an extension and shall detail the time frame to close the grant(s). Corporation staff will consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant the requested extension. If staff determines to not recommend an approval of the extension request, the written

request will then be submitted to the Corporation's Board for consideration. The Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant the requested extension. The Corporation shall charge a non-refundable extension fee of \$250 if the request to extend the commitment beyond the initial closing deadline is approved by either staff or the Board. In the event the funding does not close by the end of the extension period, the preliminary commitment or firm commitment for the funding, as applicable, will be deemed void and the funds will be de-obligated.

5. The Credit Underwriter shall review all information in the Application and subsequently provided during the credit underwriting process, including information relative to the Applicant, Developer, and General Contractor, as applicable, as well as other members of the Development team. The Credit Underwriter shall also request and review such other information as it deems appropriate to determine whether or not to provide a positive recommendation in connection with a proposed Development. A General Contractor is necessary when new construction is part of the development scope for the Development.
6. In determining whether or not to provide a positive recommendation in connection with a proposed Development, the Credit Underwriter will consider the prior and recent performance history of the Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and the General Contractor, as applicable, in connection with any other affordable housing development including but not limited to credit reports and bank references. The performance history shall consider instances involving a foreclosure, deed in lieu of foreclosure, financial arrearage, or other event of material default in connection with any affordable housing development or the documents governing financing or operation of any such development.

A negative recommendation may result from the review of:

- (1) An Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and the General Contractor, as applicable;
  - (2) Financial capacity of an Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and the General Contractor, as applicable; or
  - (3) Any other relevant matters relating to an Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and the General Contractor, as applicable, if, in the Credit Underwriter's opinion, one or more members of the Development team do not possess the ability to proceed.
7. The Credit Underwriter shall report any inconsistencies, discrepancies or changes made to the Applicant's Application during credit underwriting.
  8. The Applicant will be responsible for all fees in connection with the documentation submitted to the Credit Underwriter.
  9. If the Credit Underwriter determines that special expertise is required to review information submitted to the Credit Underwriter which is beyond the scope of the Credit Underwriter's expertise, the fee for such services shall be borne by the Applicant.

10. If the scope of the Development includes property acquisition, an appraisal shall be ordered by the Credit Underwriter, at the Applicant's expense, from an appraiser qualified for the geographic area and development type not later than completion of credit underwriting. If the proposed Development consists of single-family residences, a standard residential form report such as the Uniform Residential Appraisal Report shall be used. If the proposed Development consists of multifamily buildings, a summary report shall be used. If applicable, a Two- to Four-Unit Residential Appraisal Field Review Report can be used. The Credit Underwriter shall review the appraisal to properly evaluate the proposed property's financial feasibility. Appraisals which have been ordered and submitted by first mortgagors, if applicable, directly involved in the Development financing and which meet the above requirements and are acceptable to the Credit Underwriter (inclusive of the date of the appraisal) may be used instead of the appraisal referenced above.
11. If the scope of the Development includes new construction, the Corporation's assigned Credit Underwriter shall require a guaranteed maximum price or stipulated sum construction contract, which may include change orders for changes in cost or changes in the scope of work, or both, if all parties agree, and shall order, at the Applicant's sole expense, and review a pre-construction analysis. If the Development includes the rehabilitation of existing units, the Credit Underwriter may require a review of the Development's costs based on the scope of the proposed work.
12. The Applicant must provide the process, including dollar amounts, of how the Development will address capital replacement reserves, real estate taxes, and insurance coverages for review by the Credit Underwriter.
13. The Credit Underwriter may request additional information, but at a minimum the following will be required during the underwriting process:
  - a. For the Applicant and any applicable general partner(s) and guarantors, financial statements either audited, compiled or reviewed by a licensed Certified Public Accountant for the most recent fiscal year ended, credit check, banking and trade references, and deposit verifications. If financial statements that are either audited, compiled or reviewed by a licensed Certified Public Accountant are not available, unaudited financial statements prepared within the last 90 days and reviewed by the Credit Underwriter and the two most recent years' tax returns. If any of the applicable entities are newly formed (less than 18 months in existence as of the date that credit underwriting information is requested), a copy of any and all tax returns with related supporting notes and schedules. The financial statements and information provided for review should be in satisfactory form and reviewed in accordance with Part IIIA, Sections 401 through 411, of the Fannie Mae Multifamily Delegated Underwriting and Servicing (DUS) Guide, effective April 29, 2011, which is available on the Corporation's Website under the Multifamily Programs link labeled Related References and Links; and
  - b. For the General Contractor, if applicable, financial statements either audited, compiled or reviewed by a licensed Certified Public Accountant for the most recent fiscal year ended, credit check, banking and trade references, and deposit verifications.
14. The Credit Underwriter shall consider the following when determining the adequacy of construction completion guarantees:

- a. Liquidity of the Applicant and, if applicable, the guarantor(s);
- b. Developer and, if applicable, General Contractor's history in successfully completing Developments of similar nature;
- c. Problems encountered previously with Developer or contractor; and
- d. Relative exposure of Corporation funds compared to Total Development Cost.

At a minimum, the Credit Underwriter shall require a guarantee for completion of construction from the principal, the corporate general partner, or a similar entity of the borrowing entity. In addition, the Credit Underwriter may require additional surety if the Credit Underwriter determines after evaluation of paragraphs (a)-(d) in this subsection that it is needed.

15. For all Developments, Developer overhead and, if applicable, General Contractor's fee shall be limited to:

- a. The Developer overhead shall be limited to 10 percent of Development Cost; and
- b. The General Contractor's fee shall be limited to a maximum of 14 percent of the actual construction cost.

16. The General Contractor, if applicable, must meet the following conditions:

- a. Employ a Development superintendent and charge the costs of such employment to the general requirements line item of the General Contractor's budget;
- b. Charge the costs of the Development construction trailer, if needed, and other overhead to the general requirements line item of the General Contractor's budget;
- c. Secure building permits and having them be issued in the name of the General Contractor;
- d. Ensure that none of the General Contractor duties to manage and control the construction of the Development are subcontracted;
- e. Ensure that not more than 20 percent of the construction cost is subcontracted to any one entity, unless otherwise approved by the Board for a specific Development. With regard to said approval, the Board shall consider the facts and circumstances of each Applicant's request, inclusive of construction costs and the General Contractor's fees; and
- f. Ensure that no construction cost is subcontracted to any entity that has common ownership or is affiliated with the General Contractor unless otherwise approved by the Board for a specific Development. With regard to said approval, the Board shall consider the facts and circumstances of each Applicant's request, inclusive of construction costs and ownership interests in the Development.

17. Contingency reserves which total no more than 5 percent of total actual construction costs (hard costs) and total general development costs (soft costs) for new construction Developments may be included within the Total Development Cost for underwriting purposes. Contingency reserves which total no more than 15 percent of total actual construction costs (hard costs) and total general development costs (soft costs) for rehabilitation Developments may be included within the Total Development Cost for underwriting purposes.
18. The Credit Underwriter will review and determine if the number of loans and construction commitments of the Applicant and its Principals will impede its ability to proceed with the successful development of each proposed Corporation-funded Development.
19. All items required for the Credit Underwriter's Credit Underwriting Report must be provided in a timely manner in order for the Credit Underwriting Report to be approved by the Board by August 8, 2014. Unless a written extension of time has been approved by the Corporation, a Credit Underwriting Report missing the approval deadline shall result in withdrawal of the preliminary commitment or the invitation to enter credit underwriting, or both, as applicable. In determining whether to grant an extension, the Corporation shall consider the facts and circumstances of the Applicant's request, inclusive of the responsiveness of the Development team and its ability to deliver the Development timely. If the Corporation's decision is to deny the Applicant's request for an extension, then prior to the withdrawal of the invitation, the Board shall consider the facts and circumstances of the Applicant's request, the Corporation's denial, and any credit underwriting report, if available, and make a determination of whether to grant the requested extension.
20. The Credit Underwriter shall complete its analysis and submit a written draft report and recommendation to the Corporation. Upon receipt, the Corporation shall provide to the Applicant the section of the written draft report consisting of supporting information and schedules. The Applicant shall review and provide written comments to the Corporation and Credit Underwriter within 48 hours of receipt. After the 48 hour period, the Corporation shall provide to the Credit Underwriter comments on the draft report and, as applicable, on the Applicant's comments. Then, the Credit Underwriter shall review and incorporate, if deemed appropriate, the Corporation's and Applicant's comments and release the revised report to the Corporation and the Applicant. Any additional comments from the Applicant shall be received by the Corporation and the Credit Underwriter within 72 hours of receipt of the revised report. Then, the Credit Underwriter will provide a final report, which will address comments made by the Applicant, to the Corporation.
21. The Credit Underwriter's grant recommendations will be sent to the Board for approval.
22. The Corporation shall issue a firm grant commitment within seven (7) Calendar Days after approval of the Credit Underwriter's recommendation for funding by the Board.
23. At least five (5) Calendar Days prior to any grant closing:
  - a. The Applicant must provide evidence of all necessary consents or required signatures from first mortgagees or subordinate mortgagees to the Corporation and its counsel; and



- b. The Credit Underwriter must have received all items necessary to release its letter confirming that all closing contingencies have been met, including the finalized sources and uses of funds and Draw schedule.
24. All consulting fees and any financial or other guarantees required for the financing must be paid out of the Developer overhead. Consulting fees and any financial or other guarantees required for the financing cannot cause the Developer overhead to exceed the maximum allowable fee as set forth in Item 15 above.
25. All contracts for hard or soft Development Costs must be itemized for each cost component.

### **Part III. Program Procedures and Requirements for Grant Funding**

#### **1. General Program Procedures:**

- a. An Applicant is not eligible to apply for or retain a Grant Funding available under this RFA if the proposed Development has previously accepted an invitation to enter credit underwriting that has not been withdrawn by the Applicant or the Corporation, or the Development site or any part thereof is subject to any Land Use Restriction Agreement (LURA) or Extended Use Agreement (EUA), or both, in conjunction with any Corporation affordable housing financing intended to foster the development or maintenance of affordable housing, unless the only LURA that was recorded was in conjunction with the Predevelopment Loan Program.
- b. The Applicant entity shall be the grantee and cannot be changed until after grant closing. Replacement of the Applicant or a material change (33.3 percent or more of the Applicant, a general partner of the Applicant, or a member of the Applicant) in the ownership structure of the named Applicant prior to grant closing shall result in disqualification from receiving funding and shall be deemed a material misrepresentation. Changes after grant closing require Board approval. With regard to said approval, the Board shall consider the facts and circumstances of each Applicant's request in evaluating whether the changes made are prejudicial to the Development or to the market to be served by the Development. Any non-material change (less than 33.3 percent of the Applicant, a General Partner of the Applicant, or a member of the Applicant) in the ownership structure of the named Applicant will not require prior approval, but the Corporation must still be notified in writing of the change. At no time may the Applicant not qualify as a Non-Profit entity as provided in the RFA.
- c. The name of the Development provided in the Application may not be changed or altered after submission of the Application during the history of the Development with the Corporation unless the change is requested in writing and approved in writing by the Corporation. The Corporation shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant such request.
- d. If an Applicant or any Affiliate of an Applicant:
  - (1) Has engaged in fraudulent actions;

- (2) Has materially misrepresented information to the Corporation regarding any present Application or Development or any prior Application or prior Development;
- (3) Has been convicted of fraud, theft or misappropriation of funds;
- (4) Has been excluded from federal or Florida procurement programs for any reason; or
- (5) Has been convicted of a felony.

The Applicant and any of the Applicant's Affiliates will be ineligible for funding or allocation in any program administered by the Corporation for a period of up to two (2) years, which will begin from the date the Board makes such determination or from the date the Corporation initiates a legal proceeding under this part. Such determination shall be either pursuant to a proceeding conducted pursuant to Sections 120.569 and 120.57, F.S., or as a result of a finding by a court of competent jurisdiction. When the Corporation initiates a proceeding under this part, all pending transactions under any program administered by the Corporation involving the Applicant or its Affiliates shall be suspended until the conclusion of such a proceeding.

- e. A Development will be withdrawn from funding if, at any time, the Board determines that the Applicant's Development or Development team is no longer the Development or Development team described in the Application or to the Credit Underwriter, and the changes made are prejudicial to the Development or to the market to be served by the Development.
- f. If an Applicant or Developer or any Principal, Affiliate or Financial Beneficiary of an Applicant or a Developer has any existing Developments participating in any Corporation programs that remain in non-compliance with applicable loan documents and use restriction agreements, and any applicable cure period granted for correcting such non-compliance has ended as of the time of submission of the Application or at the time of issuance of a credit underwriting report, the requested allocation will, upon a determination by the Board that such non-compliance substantially increases the likelihood that such Applicant or Developer will not be able to produce quality affordable housing, be denied and the Applicant or Developer and the Affiliates of the Applicant or Developer will be prohibited from new participation in any of the Corporation's programs until such time as all of their existing Developments participating in any Corporation programs are in compliance.
- g. Notwithstanding any other provisions of this RFA, the following items as identified by the Applicant in the Application of the RFA must be maintained and cannot be changed by the Applicant after the Application deadline unless provided otherwise below:
  - (1) Site for the Development; notwithstanding the foregoing, after the Applicant has been invited to enter credit underwriting and subject to written request of an Applicant to Corporation staff and approval of the Corporation, the site for the Development may be increased or decreased unless the change negatively impacts (i) the ability of the Lead Agency for the Local Homeless Assistance

Continuum of Care utilized in the Application to confirm that the Development meets the criteria provided in the Verification of Inclusion in State Designated Lead Agency Continuum of Care Local Homeless Assistance Plan Exhibit, or (ii) access to general community services and amenities, as well as specific supportive services and resources that address the needs of the intended residents;

- (2) Development Category;
  - (3) Development Type;
  - (4) Demographic Commitment;
  - (5) Funding Request Amount, exclusive of adjustments by the Corporation as outlined in this RFA;
  - (6) Total number of units as set forth in the Application with the exception that the total number of units may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation. The increased units are subject to the Income Set-Aside Commitment and ELI Commitment as set forth in the RFA and Application; and
  - (7) The Income Set-Aside Commitment and the ELI Commitment as set forth in the RFA and Application.
- h. Total Development Cost includes the following:
- (1) The cost of acquiring real property and any buildings thereon, including payment for options, deposits, or contracts to purchase properties;
  - (2) The cost of site preparation, demolition, and development;
  - (3) Fees in connection with the planning, execution, and financing of the Development, such as those of architects, engineers, attorneys, accountants, Developer overhead, and the Corporation;
  - (4) The cost of studies, surveys, plans, permits, insurance, interest, financing, tax and assessment costs, and other operating and carrying costs during construction, rehabilitation, or reconstruction of the Development;
  - (5) The cost of the construction, rehabilitation, and equipping of the Development. The cost of furniture and furnishings are not permitted;
  - (6) The cost of land improvements, such as landscaping and offsite improvements related to the Development, whether such costs are paid in cash, property, or services;
  - (7) Expenses in connection with initial occupancy of the Development;

- (8) Allowances for contingency reserves; and
- (9) The cost of such other items, including relocation costs, indemnity and surety bonds, premiums on insurance, and fees and expenses of depositories, for the construction or rehabilitation of the Development.

2. Grant Funding:

Grant Funding will be subject to the credit underwriting provisions outlined in Part II. above and the funding provisions outlined below:

a. Grant Funding Terms and Conditions:

- (1) The Grant Funding shall be revocable if the Grant Funds were used for any purpose not permitted under the RFA or Restrictive Covenant and Grant Agreement or that the Grant Funds were awarded or disbursed to Grantee based upon fraud or misrepresentation committed by the Grantee during the Compliance Period.
- (2) The Grant Funding shall be serviced either directly by the Corporation or by the servicer on behalf of the Corporation.
- (3) The Corporation shall monitor compliance of all terms and conditions of the Grant Funding and shall require that certain terms and conditions be embodied in the Restrictive Covenant and Grant Agreement and recorded in the public records of the county wherein the Development is located. Violation of any material term or condition of the documents evidencing or securing the Grant Funding shall constitute a default during the term of the grant. The Corporation shall take appropriate legal action to effect compliance if a violation of any material term or condition relative to the set-asides of units is discovered during the course of compliance monitoring or by any other means.
- (4) The Corporation shall require adequate insurance to be maintained on the Development as determined by the first mortgage lender, the Corporation, or the Corporation's servicer, but which shall, in any case, include fire, hazard and other insurance sufficient to meet the standards established in Part IIIB, Chapter 9, Section 911 of the Fannie Mae Multifamily Delegated Underwriting and Servicing (DUS) Guide, effective April 29, 2011, as updated, which is available on the Corporation's Website under the Multifamily Programs link labeled Related References and Links. Insurance will be reviewed at time of credit underwriting and then certified by the Applicant annually thereafter.
- (5) All Grant Funding shall be in conformance with applicable federal and state statutes, including the Fair Housing Act as implemented by 24 CFR Part 100 and Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35. The Corporation shall allow units dedicated to occupancy by the Elderly in a Development designed for occupancy by elderly households pursuant to authorization by HUD under the Fair Housing Amendments of 1988 as implemented by 24 CFR Part 100.

- (6) Rent controls for the Income and ELI Commitment Set-Aside units shall be restricted at the level applicable for federal competitive housing credits in accordance with Section 42 of the Internal Revenue Code. The Multifamily Rental Programs Rent Limits (updated each year) can be used to determine the maximum rents under this grant funding that may be charged for Units where an applicable utility allowance shall be deducted from these maximum amounts. A copy of the 2014 Rent Limits for all areas of the state is provided at [http://www.floridahousing.org/FH-ImageWebDocs/PropertyOwnersAndManagers/IncomeLimits/005-2014\\_Income\\_Limits/001-2014\\_Combined\\_Income\\_Limits\\_&\\_Rent\\_Limits\\_by\\_County\\_-\\_FHFC\\_Rental\\_Programs\\_12-18-2013.pdf](http://www.floridahousing.org/FH-ImageWebDocs/PropertyOwnersAndManagers/IncomeLimits/005-2014_Income_Limits/001-2014_Combined_Income_Limits_&_Rent_Limits_by_County_-_FHFC_Rental_Programs_12-18-2013.pdf), (also accessible by clicking [here](#)).
  - (7) The documents creating, evidencing or securing the Grant Funding must provide that any violation of the terms and conditions described in this RFA, constitutes a default under the Grant Funding documents allowing the Corporation to accelerate its Restrictive Covenant and Grant Agreement and to seek any legally available remedies.
  - (8) The Compliance Period for a Development funded with Grant Funding shall be as stated in the RFA, but at a minimum, a period of time equal to 10 years from the date the first residential unit is occupied. For Developments that contain occupied units at the time of closing, the Compliance Period shall begin no later than the termination of the last lease executed prior to closing of the Grant Funding.
  - (9) If a guarantor(s) is considered necessary by the Credit Underwriter and unless and until a guarantor's obligations for Grant Funding are terminated as approved in writing by the Corporation or its servicer, the guarantor(s) shall furnish to the Corporation or its servicer financial statements as provided in Part III, 13. (a) in this Exhibit (as the Corporation or its servicer may reasonably request).
- b. Sale, Transfer or Refinancing of a Development with Grant Funding.
- (1) Any sale, conveyance, assignment, or other transfer of interest or the grant of a security interest in all or any part of the title to the Development other than a superior lien to the Restrictive Covenant and Grant Agreement shall be subject to the Corporation's prior written approval. The Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant such request.
  - (2) The Grant Funding shall be assumable upon sale or transfer of the Development if the following conditions are met:
    - (a) The proposed transferee meets all specific Applicant identity criteria which were required as conditions of the original Grant Funding;
    - (b) The proposed transferee agrees to maintain all set-asides and other

requirements of the grant for the period originally specified or longer;  
and

- (c) The proposed transferee and release of transferor receives a favorable recommendation from the Credit Underwriter and approval by the Board of Directors of the Corporation.

All assumption requests must be submitted in writing to the Director of Special Assets and contain the specific details of the transfer and assumption. In addition to any related professional fees, the Corporation shall charge a non-refundable assumption fee as outlined in the RFA.

- (3) If the Grant Funding is not assumed since the buyer does not meet the criteria for assumption, the Grant Funding shall be repaid from the proceeds of the sale in the following order of priority:
  - (a) First mortgage debt service, first mortgage fees;
  - (b) Expenses of the sale;
  - (c) If there will be insufficient funds available from the proposed sale of the Development to satisfy paragraphs (3)(a)-(b) above, the Grant Funding shall not be satisfied until the Corporation has received:
    - (i) An appraisal prepared by an appraiser selected by the Corporation or the Credit Underwriter indicating that the purchase price for the Development is reasonable and consistent with existing market conditions;
    - (ii) A certification from the Applicant that the purchase price reported is the actual price paid for the Development, as supported by a copy of the final executed purchase and sale agreement, and that no other consideration passed between the parties, as supported by a draft and final closing statement; and
    - (iii) A certification from the Applicant that there are no Development funds available to satisfy paragraphs (3)(a)-(b) above, and the Applicant knows of no source from which funds could or would be forthcoming to satisfy paragraphs (3)(a)-(b) above.

c. Grant Funding Construction/Rehabilitation Disbursements

- (1) Grant proceeds shall be disbursed during the construction phase in an amount per Draw which does not exceed the ratio of the grant to the Total Development Cost, unless approved by the Credit Underwriter.

- (2) Ten (10) business days prior to each Draw, the Applicant shall supply the Corporation's servicer, as agent for the Corporation, with a written request executed by the Applicant for a Draw. The request shall set forth the amount to be paid and shall be accompanied by documentation specified by the Corporation's servicer including claims for labor and materials to date of the last inspection.
- (3) The Corporation and its servicer shall review the request for a Draw, and the servicer shall provide the Corporation with approval of the request or an alternative recommendation.
- (4) The Corporation shall disburse construction Draws through Automated Clearing House (ACH). The Applicant may request disbursement of construction Draws via a wire transfer. The Applicant will be charged a fee of \$10 for each wire transfer requested. This charge will be netted against the Draw amount.
- (5) The Corporation shall elect to withhold any Draw or portion of any Draw, notwithstanding any documentation submitted by the Applicant in connection with the request for a Draw, if:
  - (a) The Corporation or the Corporation's servicer determines at any time that the actual cost budget or progress of construction differs from that as shown on the grant documents; or
  - (b) The percentage of progress of construction of the improvements differs from that shown on the request for a Draw.
- (6) The servicer may request submission of revised construction/rehabilitation budgets.
- (7) Based on the Applicant's progress of construction, if the Corporation determines that further analysis by the Credit Underwriter is required prior to the release of the final Draw, the Applicant shall pay to the Credit Underwriter a fee based on an hourly rate determined pursuant to the contract between the Corporation and the Credit Underwriter.
- (8) Retainage in the amount of 10 percent per Draw shall be held by the servicer during construction until the Development is 50 percent complete. At 50 percent completion, no additional retainage shall be held from the remaining Draws. Release of funds held by the Corporation's servicer as retainage shall occur pursuant to the Grant Funding agreement.

3. Additional Grant Funds for Gap Financing:

1. Additional grant funds for gap financing shall be used to pay for qualifying development expenses related to or allocable to those dwelling units that are to be occupied by families and persons of very low income (50% AMI or less) and facilities related and subordinate thereto but only to the extent such development costs are chargeable for federal income tax purposes to the project's capital account or would be so chargeable

either with a proper election by a taxpayer or but for a proper election by a taxpayer to deduct such amounts;

2. The occupancy of the units must be limited for at least 10 years to families and persons of very low income within the meaning of the United States Housing Act of 1937, as amended;
3. The Applicant must permit HUD to inspect the housing units at reasonable times and under reasonable conditions with respect to income eligibility; and
4. The Corporation reserves the right to require the Applicant to (a) annually submit financial statements of the Development, and (b) be subject to annual physical inspections.



**Exhibit E - VERIFICATION BY THE STATE DESIGNATED LEAD AGENCY OF INCLUSION IN LOCAL HOMELESS CONTINUUM OF CARE PROGRAM**

Name of Development \_\_\_\_\_

Development Location: \_\_\_\_\_  
(At a minimum, provide the address assigned by the United States Postal Service, including the address number, street name and city, or if the address has not yet been assigned, provide (i) the street name, closest designated intersection and city if located within a city or (ii) the street name, closest designated intersection and county if located in the unincorporated area of the county.)

Applicant name(s) \_\_\_\_\_

Local Continuum of Care Jurisdiction \_\_\_\_\_

Lead Agency \_\_\_\_\_

The Lead Agency for the local Continuum of Care Jurisdiction identified above confirms that the Development identified above meets the following criteria:

1. The proposed Development is located within the Continuum of Care (Continuum) Jurisdiction identified above;
2. The nature and scope of the proposed Development is in conformance with the planning and priorities of the Local Continuum of Care program.
3. There is a need for the proposed Permanent Supportive Housing;
4. The Applicant's association with the State Designated Lead Agency and relevant Continuum members, its plans to conduct prospective tenant outreach, and its tenant selection process are appropriate and adequate to effectively inform the intended households, community stakeholders and public about the Development, and to facilitate an interested household's ability to apply for tenancy and determine eligibility for tenancy.
5. The Applicant is actively involved in the Continuum's network and activities.
6. The Applicant is aware of and understands the Continuum's performance measures regarding appropriate housing placement and retention.

**CERTIFICATION BY THE STATE DESIGNATED LEAD AGENCY OF INCLUSION IN LOCAL HOMELESS CONTINUUM OF CARE PROGRAM:** (This form must be signed by an Agency staff or board member that has Agency signatory authority.)

I certify that the above information is true and correct.

\_\_\_\_\_  
Signature of Lead Agency Signatory

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Lead Agency Name

\_\_\_\_\_  
Print or Type Title

## EXHIBIT F - CONTINUING PROGRAM COMPLIANCE

The Applicant is required to be in compliance with the Restrictive Covenant and Grant Agreement during the Compliance Period.

Properties funded under this RFA will be required to be monitored for compliance to requirements and commitments made by the Applicant in this RFA, both during and after construction, and for the entire Compliance Period.

In order to assure Applicant compliance with the Restrictive Covenant and Grant Agreement during the Compliance Period, the Applicant is required to provide copies of certain documents:

1. Annually, the Applicant shall submit to Florida Housing a Certificate of Continuing Program Compliance (CCPC). An example of the CCPC form is included in this Exhibit.
  - a. The CCPC form can be found on the Corporation's Website at <http://www.floridahousing.org/PropertyOwnersAndManagers/Forms/> (also accessible by clicking [here](#)).
  - b. The CCPC shall be signed by the owner representative.
  - c. The CCPC is due to Florida Housing on the 25th day of the month following the twelve month period ending December 31 and should be sent to [FHFCAssetMgt@floridahousing.org](mailto:FHFCAssetMgt@floridahousing.org).
  - d. Applicants who fail to submit the CCPC will be in non-compliance and may be reported on the Non-compliance Report until such time as the noncompliance is corrected. Applicants in non-compliance may be prohibited from new participation in any of the Corporation's programs until such time that all existing Developments participating in any Corporation programs are in compliance.
2. Annually, the Applicant shall complete and submit to Florida Housing a Program Report (PR-1). The Applicant may also be required to submit PR-1s at other times if requested by the Corporation. PR-1 provides a unit-by-unit listing of all units in the development and gives detailed information regarding the occupants' eligibility and the development's compliance with set-aside requirements. Certification of household income is required as of the date the qualified household first occupies a unit and household income recertification is required on the household's first anniversary throughout the Compliance Period.
  - a. The PR-1 form is on the Corporation's website at <http://www.floridahousing.org/PropertyOwnersAndManagers/Forms/> see Appendix S.
  - b. Instructions for completing the PR-1 are located on the Corporation's website at <http://www.floridahousing.org/PropertyOwnersAndManagers/Forms/> see Appendix T.

- c. The PR-1 shall be prepared as of the last day of the calendar year, or at other times as requested by the Corporation, is due no later than the 15<sup>th</sup> of the following month and should be emailed to [compliance.reporting@floridahousing.org](mailto:compliance.reporting@floridahousing.org).
- d. Applicants who fail to submit the PR-1 will be in non-compliance and may be reported on the Non-compliance Report until such time as the noncompliance is corrected. Applicants in non-compliance may be prohibited from new participation in any of the Corporation's programs until such time that all existing Developments participating in any Corporation programs are in compliance.

**CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE**

Re: **(DEVELOPMENT NAME)**

The undersigned Authorized Grantee Representative of and on behalf of **OWNER NAME**, a Florida \_\_\_\_\_ (the "Grantee"), has read and is thoroughly familiar with the provisions of the various regulatory documents associated with the making of a grant by FLORIDA HOUSING FINANCE CORPORATION ("Florida Housing") to Grantee for the **RFA Name** under Florida Housing's Request for Application 2014-##, in the grant amount of **DOLLAR AMOUNT AND NO/100 (\$###,###.##)** (the "Grant"), such documents including:

1. The Restrictive Covenant and Grant Agreement, dated as of **(Date)**, by and between the Grantee and Florida Housing;

The undersigned agrees that Florida Housing or its agent shall have the right to inspect and monitor the records and facilities of all funded developments. Inspections shall occur while the repairs or improvements are being made and may occur after completion of the repairs or improvements.

The undersigned hereby certifies that the Grantee is in full compliance, for the year in which this certification is made, with the following requirements, except as set forth below:

- (i) all terms and conditions set forth in the Restrictive Covenant and Grant Agreement;
- (ii) that all taxes and insurance premiums that came due have been paid by the Borrower **(and attached to this certificate are receipts evidencing such payments)**;
- (iii) that the annual program report has been submitted to Florida Housing as required for each year during the Compliance Period; and
- (iv) that all terms and conditions as required for licensing and/or by other regulatory agencies have been satisfied.

The undersigned certifies that the Grantee is in noncompliance under the following documents: (if none, please so state):

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**Note: Please provide an email address for the contact person.**

**RE: FY Ending Date, 20##**

Date Signed: \_\_\_\_\_

of **OWNER NAME**,  
a Florida corporation not for profit

By: \_\_\_\_\_

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

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