

REQUEST FOR PROPOSALS 2013-016

**FINANCING TO DEVELOP PERMANENT SUPPORTIVE HOUSING FOR
HIGH NEEDS/HIGH COST INDIVIDUALS WHO ARE CHRONICALLY HOMELESS**

Issued by:

FLORIDA HOUSING FINANCE CORPORATION

Issued: _____, 2013

Due: _____, 2013

SECTION ONE INTRODUCTION

Florida Housing Finance Corporation (the Corporation) was appropriated \$10 million by the 2013 Legislature to finance the development of affordable, sustainable and permanent housing for special needs and extremely low income households, as defined in Section 420.0004, Florida Statutes. The legislation specifies that the Corporation will offer the funding through a competitive Request for Proposals (RFP) to non-profit housing developers specializing in housing for these individuals.

Florida Housing and state agencies have been evaluating Best Practices in targeting and integrating affordable housing and community-based services to High Needs/High Cost Individuals with disabilities and frail elders who are Chronically Homeless on the street or in homeless shelters. As a result, these persons often cycle in and out of residential care or institutional settings because of their lack of stability in the community and are often high utilizers of crisis services, such as emergency rooms and jails.

We find that Permanent Supportive Housing, which integrates affordable housing with access to community-based services, is shown nationally to be the most cost effective way to provide supports for these individuals. Recent studies show cost savings and better qualitative outcomes for Chronically Homeless residents who live in Permanent Supportive Housing and have an array of supportive services tailored to meet each person's needs. At the state level, the Corporation and our partner state agencies concur that Florida should pursue a pilot to develop Permanent Supportive Housing, targeting High Needs/High Cost populations that incorporate a state-specific analysis to evaluate whether cost savings at the local, state and federal level are also possible in Florida.

To assist with the pilot, the Corporation will use the \$10 million appropriation in this RFP to provide forgivable loans to finance one or more Permanent Supportive Housing Developments targeting High Needs/High Cost populations with disabilities and frail elders who are Chronically Homeless on the street, or are, as a result of their homelessness, living in a more restrictive residential care or institutional setting than they need or desire. The RFP will require Applicants to incorporate a multi-year study evaluating the ability of Permanent Supportive Housing linked with coordinated local and state public-private partnerships to reduce public expenditures and improve personal outcomes for High Needs/High Cost Chronically Homeless persons. This will require Applicants chosen under this pilot to already be working within a broader, established community framework that has implemented a collaborative approach to identify, screen, assess and prioritize individuals for Permanent Supportive Housing. Applicants must work with local and other partners to provide onsite and offsite access to supportive services, including health care. In addition, Applicants will be expected to find funding to work with partners experienced in developing and implementing research methodologies and carrying out data collection to evaluate resident outcomes and cost savings to state and local governments. Only one Development per county will be funded under this RFP.

Along with the forgivable loans provided through the \$10 million appropriation, the Corporation will make additional forgivable loans available to further support the development of Units set aside for Extremely Low Income (ELI) residents.

An Applicant must be "100 percent non-profit" in order to be eligible for funding under this RFP, and must demonstrate 501(c)(3) or 501(c)(4) status since December 1, 2012 or earlier. For purposes of this RFP, an Applicant will be considered "100 percent non-profit" if (1) the Applicant entity itself is a 'Non-

Profit Corporation' as that term is defined in this RFP or (2) the Applicant entity itself is not a 'Non-Profit Corporation' but is wholly-owned (i.e., 100 percent owned) by one or more 'Non-Profit Corporations' as that term is defined in this RFP.

The Applicant must be the Developer of the proposed Development and must demonstrate experience developing Permanent Supportive Housing similar to the type of Development proposed. The Applicant is expected to have in place a team comprised of individuals experienced in developing such housing.

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

SECTION TWO DEFINITIONS

Unless otherwise defined within this RFP, capitalized terms within this RFP shall have the meaning as set forth in Exhibit B. of this document and Rule Chapters 67-53 and 67-60, F.A.C., or in applicable federal regulations.

SECTION THREE PROCEDURES AND PROVISIONS

- A. A complete Application consists of Section Four of RFP 2013-016 and all applicable attachments described therein. The Corporation must receive (i) 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 _____ (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 Item O. of the Application, Applicant Certification and Acknowledgement, and include the required non-refundable \$1,000 Application fee (check or money order only, payable to Florida Housing Finance Corporation). The Applicant should label the outside of each shipping box with the applicable RFP number. The Corporation will not consider faxed or e-mailed Applications. After 11:00 a.m., Eastern Time, on the Application Deadline, each Application, for which hard copies are received, 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 RFP 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 RFP.
- D. Any Interested Party may submit inquiries regarding this RFP in writing to Ken Reecy via the e-mail address RFP_2013-016_Questions@floridahousing.org (also accessible by clicking [here](#)). All inquiries are due by 5:00 p.m., Eastern Time, _____. 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 or before _____, 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/2013-016> (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 RFP 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 RFP. Rule Chapter 67-60, F.A.C., establishes the procedures by which the Corporation will administer this RFP. To read a copy of this rule, go to the Corporation Website <http://www.floridahousing.org/BusinessAndLegal/Solicitations/RequestForApplications/2013-016> (also accessible by clicking [here](#)). By submitting an Application, each Applicant further agrees that:
1. Public Records. Any material submitted in response to this RFP 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 RFP, 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 RFP, the Application requirements outlined in Rule Chapter 67-60, F.A.C., the credit underwriting requirements outlined in Exhibit C of this RFP, and the Compliance requirements of Rule Chapter 67-53, F.A.C., and Exhibit F of this RFP.
- G. The Corporation expects to select one (1) or more Applications to award the funding contemplated by this RFP. Any such Application will be selected through the Corporation's review of each Application, considering the factors identified in this RFP.

SECTION FOUR APPLICATION

Section Four ("the Application") should be printed and then completed by the Applicant. Applicants may fill out the Application by using a typewriter or printing the answers legibly by hand. 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. Community Partnerships at the Local, Regional and State Level to Serve High Needs/High Cost Chronically Homeless Individuals (Up to 15 Points)

Communities in which Applicants are proposing to develop Permanent Supportive Housing for High Needs/High Cost Chronically Homeless persons under this RFP should have a high level of capacity already developed and in operation, consisting of a comprehensive and seamless network of an appropriate mix of agencies and other organizations, aligned to adequately meet the intent of the RFP and the Applicant's commitments to Florida Housing including: identifying High Needs/High Cost Chronically Homeless Persons; conducting screening related to their interest in housing and services options: assessing unmet needs; providing information and referral services related to housing and services; assisting interested persons in applying for residency in the Developments, and coordinating access to community-based services and resources before, upon and during residency.

These partnerships should at a minimum include:

1. Continuum of Care Lead Agency and its Member Organizations;
2. Other Providers of Supportive Services;
3. Managing Entities and Managed Care Organizations that administer publicly funded services and care;
4. Local government or other entities providing emergency, healthcare, law enforcement, legal and other services for the intended population;
5. Homeless, disability and special needs consumer advocates;
6. State agencies and/or their local/regional offices that administer programs that assist the intended population; and

7. The business community, as appropriate.

Attachment 1: Provide a detailed description of the community's existing capacity to support the proposed Development to provide High Needs/High Cost Individuals with affordable and stable housing that promotes access to community based amenities and services that appropriately meets their needs. NOTE: This description should focus on the community's capacity, not just the Applicant's capacity. In addition, describe the Applicant's role in the existing community partnership structure. The description will be scored according to the following criteria:

1. The capacity of the existing community partnership to carry out the intent of the RFP. This should at least include a description of:
 - a. A description of the community partnership, including its mission, objectives, and service area;
 - b. The role and responsibilities of each organization involved in this community partnership to serve the intended residents and meet the intent of all aspects of this RFP;
 - c. How each organization in this community partnership interconnects to result in a comprehensive and seamless network to serve the intended residents and meet the intent of this RFP;
 - d. The length of time this community partnership has been established and operating with the objective to identify, assess and serve High Needs, High Cost Chronically Homeless Individuals in the Applicant's community; and
 - e. The methodology and systems in place to track the individuals identified, assessed and served, as well as the success of outcomes of the mission and objectives of the community partnership; and
2. The Applicant's roles and responsibilities in the existing community partnership related to the planning, development, governing, implementation and/or evaluation of this community partnership. The description should include the length of time the Applicant has been a partner organization(s) with an active role and responsibilities within the partnership.

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

- B. Approach to Identify, Assess, Screen and Prioritize High Needs/High Cost Individuals who are Chronically Homeless for the Proposed Development
 1. Applicants must commit to provide 100 percent of the total Units to High Needs/High Cost Individuals and at least 80 percent of those Units to individuals who also are Chronically Homeless. Chronically Homeless persons who are High Needs/High Cost Individuals, who are the intended residents to be served through this RFP, tend to be

some of the most vulnerable persons in the community due to their lack of affordable, decent housing that is linked with coordinated community-based services and resources that are adequate and appropriate to meet their needs. These needs are most often due to multiple issues such as chronic and acute health conditions, mental illness, physical disabilities, substance abuse, poor life skills, minimal financial resources and the lack of family supports. Due to their significant needs and instability in the community, these persons utilize high cost, publicly funded emergency services or resources. These emergency services or resources include emergency rooms, hospitals, intermediate care facilities, shelters, law enforcement, court systems, and jails. These persons often experience being in and out of residential care or corrections systems or are institutionalized for a long time due to the lack of stable housing and access to more appropriate community-based health care and supportive services. It is the Corporation's preference to finance Developments that do not restrict residency on disability category or type.

Attachment 2: For the Corporation to better understand the Development proposed, Applicants should provide an overview of the proposed Development and how it will meet the needs and preferences of the intended residents. This Development description will assist the Corporation in reviewing and scoring the Application. Applicants should use a 12 point font and one (1) inch margins, with a maximum of three (3) single-spaced typed pages. (Mandatory)

2. Communities in which Applicants are proposing to develop Permanent Supportive Housing under this RFP should have an established approach(s) to collaboratively identify, screen, assess and prioritize Chronically Homeless individuals for supportive housing. Approaches such as the 100,000 Homes campaign, use of a "vulnerability index", and "Tools for Identifying High Cost, High Needs Homeless Persons" developed through the Hilton Foundation's Chronically Homeless Initiative are examples of this. (Up to 15 Points)

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

Attachment 3: Provide a detailed description of:

- a. The established approach(s) currently in use by the community to identify, screen, assess and prioritize Chronically Homeless individuals regarding their appropriateness for and interest in supportive housing, and how this approach will be used or modified to maintain a pool of prospective High Needs/High Cost Chronically Homeless residents for the proposed Development; and
- b. Which organizations in the community partnership will be involved in carrying out the functions described in a. and each organization's role(s) specific to the proposed Development.

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

C. Applicant Information (Mandatory)

1. Provide the Applicant entity's name: _____

(The site control documents must reflect this name).

2. Provide, as **Attachment 4**, 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 Applicant must be "100 percent non-profit" in order to be eligible for funding under this RFP, and must demonstrate 501(c)(3) or 501(c)(4) status since December 1, 2012 or earlier. For purposes of this RFP, an Applicant will be considered "100 percent non-profit" if (a) the Applicant entity itself is a 'Non-Profit Corporation' as that term is defined in this RFP or (b) the Applicant entity itself is not a 'Non-Profit Corporation' but is wholly-owned (i.e., 100 percent owned) by one or more 'Non-Profit Corporations' as that term is defined in this RFP.

Indicate which of the following applies to the Applicant named above:

- The Applicant entity itself is a Non-Profit Corporation.
- The Applicant entity itself is not a Non-Profit Corporation but is wholly-owned (i.e., 100 percent owned) by one or more Non-Profit Corporations. Provide the name(s) of the Non-Profit Corporation(s):

Provide, as **Attachment 5**, the IRS determination letter(s) demonstrating (i) that the Applicant (if the Applicant itself is a Non-Profit Corporation) or (ii) that each Non-Profit Corporation that owns the Applicant (if the Applicant itself is not a Non-Profit Corporation) has been designated a non-profit organization under 501(c)(3) or 501(c)(4) of the Internal Revenue Code since December 1, 2012 or earlier.

The Applicant must be the Developer and, as such, must receive 100 percent of the Developer fee.

4. 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.

D. Development and Management/Operating Experience (Maximum of 30 Points)

1. Applicant Development Experience with Permanent Supportive Housing (Up to 10 Points):

Attachment 6: The Applicant must be the Developer of the proposed Development and must demonstrate experience developing Permanent Supportive Housing similar to the type of Development proposed. The Applicant entity, or, if applicable, the Non-Profit Corporation(s) that owns the Applicant, is expected to have direct experience in developing such housing, and is expected to have in place a team comprised of individuals experienced in developing such housing.

Describe the experience of the Applicant entity itself in developing such housing, the experience of the Non-Profit Corporation(s) that owns the Applicant, if applicable, and the experience of the individuals (by name and title) holding positions in the Applicant entity and, if applicable, those holding positions in the Non-Profit Corporation(s) that owns the Applicant. For each housing development listed, include the name, location, number of units, date constructed, current status and affiliation, how it is similar to the Development proposed, and the role played in its development and operation by the Applicant, Non-Profit Corporation, or individual claiming experience with the development. The description should include the period over which each Developer and/or co-Developer's commitment to the proposed Development will be maintained. Applicants should use a size 12 point font and one (1) inch margins, with a maximum of three (3) single-spaced typed pages.

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

Attachment 7: Applicants must have at least three (3) years' experience managing and operating Permanent Supportive Housing similar to the type of Development proposed and must be involved in managing the proposed Development. However, the Applicant may also obtain a portion of management services from entities that have the

appropriate experience for the Development. Describe the Applicant’s experience and length of time in operating and managing Permanent Supportive Housing, including operations and management functions specific to the High Needs/High Cost Chronically Homeless residents who will be served by the proposed Development.

If the Applicant expects to use a management company for a portion of operations and management at the property, provide the name of the experienced entity that will act as the management company and describe the management company’s specific experience and length of time operating and managing Permanent Supportive Housing, including functions specific to the High Needs/High Cost Chronically Homeless residents who will be served by the proposed Development. 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.

Applicant responses to these items will be evaluated based on the following criteria: (i) Strength of information provided about the experience of the Applicant and, if appropriate, the management company in handling the following aspects of management/operations: tenant screening, selection and move-in; leasing, lease enforcement and rent collections; reasonable accommodations for persons with disabilities; safety and security; maintenance of the physical plant; integration of on-site and off-site supportive services and case management (including the role of Applicant and, if appropriate, management company); compliance issues; and long-term asset management issues; (ii) if the property will be managed in part by an entity other than the Applicant, a description of the distinct roles of the Applicant and management company in setting policies and procedures and implementation of the items listed in (i) and how collaboration will occur between the two; (iii) a description of how the Applicant expects to set and oversee achievement of targeted outcomes for residents and the property; and (iv) if the proposed Development consists of Scattered Sites, the Applicant’s Scattered Site experience across (i), (ii) and (iii).

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

E. 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) if the specific address has not yet been assigned, the street name, closest designated intersection, and either name of city or unincorporated area of county for the proposed Development. 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 proposing Scattered Sites, the Development must meet the parameters specified in the definition of Scattered Sites as provided in Exhibit B.

4. Proposed Developments funded under this RFP must add to the supply of Permanent Supportive Housing in their county. Indicate how the new Permanent Supportive Housing is being created:

- New Construction
- Acquisition with Rehabilitation
- Rehabilitation-only
- A Combination of new construction and rehabilitation

5. Select the Development Type(s) proposed:

- Duplex
- Triplex
- Quadraplex
- Garden style

NOTE: Group homes, Assisted Living Facilities and other specialized licensed residential facilities are not eligible for funding.

6. How many total Units are in the proposed Development? _____ (The minimum is 30 Units and the maximum is 50 Units.) NOTE: Units may consist of zero (0), one (1) or two (2) bedrooms. No more than 20 percent of the total Units may consist of two (2) bedrooms. This will be verified in credit underwriting.

NOTE: Two-bedroom Units may be designated as “Shared Housing” – that is, shared by persons who are not related or are significant others. If a Unit is designated as Shared Housing, each resident will sign a separate lease and will be considered a separate household for the purpose of determining compliance with set-aside commitments, income eligibility, and rent payments.

7. How many Units in the proposed Development are new construction Units? _____

8. How many Units in the proposed Development are rehabilitation Units? _____

F. Set-Aside Commitments

1. Required Income Set-Aside Units – All of the Units shall be rented to households (i.e., comprised of one or more persons) with incomes at or below 50 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 funding. A copy of the 2013 Income Limit Chart for all areas of the state is provided at this link http://www.floridahousing.org/FH-ImageWebDocs/PropertyOwnersAndManagers/RentLimits/078-2013_Rent_Limits/2013_Rent_Limits_-_FHFC_Rental_Programs_-_Except_HOME_and_SHIP_-_12-11-2012.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 – All Applicants must commit to set aside at least 30 percent of the total Units in the proposed Development to serve Extremely Low Income (ELI) households.

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

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

Example of a Required Income Set-Aside and ELI Commitment:

If a proposed Development has a total of 34 Units in Brevard County, the Applicant must commit to serve a minimum of 11 households (34 Units

multiplied by 0.30, rounded up) with incomes at or below 33 percent of the AMI.

3. High Needs/High Cost and Chronically Homeless Commitment: Applicants must commit for a minimum of 20 years to provide 100 percent of the total Units to High Needs/High Cost Individuals, and, at least 80 percent of those Units to Individuals who also are Chronically Homeless.
4. Affordability Period for Development: Applicants must irrevocably commit for a minimum of 20 years to the income set-asides and ELI commitment.

NOTE: Income certification of tenants will be required throughout the Compliance Period.

- G. Green Building Features and Accessibility, Adaptability, Universal Design and Visitability Features and Amenities: Required construction features and amenities are provided in Exhibit E.
- H. Resident Community-Based Services and Benefits Coordination (Up to 10 Points)

Attachment 8: The provision of community-based services and benefits 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. The Applicant shall commit to submit a services and benefits coordination plan at credit underwriting. All proposed Developments will be required to assist interested residents with the coordination of their community-based services, as well assisting them with accessing federal, state and local benefits for which they may be eligible. 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 and benefits 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 services and benefits coordination by another program and/or agency, as well as to assist those residents who 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, financial assistance and/or benefits, 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 High Needs/High Cost Chronically Homeless residents.

Community-based services and benefits 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.

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

Provide a description of the Applicant's plan to provide services to assist each of the Development's residents in accessing and coordinating supportive services, benefits and other community-based resources that help meet their short and long-term needs to live stable lives in their community. Equitable access to 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) a description of the Applicant's process to initially and regularly determine each resident's need for and interest in receiving this service from the Applicant; (ii) a description of the various services and benefits coordination functions necessary to adequately and appropriately meet the intent of this service; (iii) a description of the capacity and experience of the Applicant or provider organization in carrying out the responsibilities and functions to adequately and appropriately meet the intent of this service; (iv) a description of the staffing position(s) minimum experience required to carry out each position's duties to sufficiently meet the intent of this service; (v) a description of how this service will be conducted separately from property management functions; and (vi) a description of how the Applicant's approach to this service will lead to improvement of tenants' health, safety, stability, education and employment capacities, and quality of life.

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).

I. Access to Community-Based Services and Amenities (Maximum of 33 Points)

The ability of the High Needs/High Cost Chronically Homeless residents at the proposed Development to effectively and efficiently access community-based services and resources is vital to assist these households in obtaining and maintaining the level of choice, independence and inclusion in the community desired by each. 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 these intended residents. 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. In addition to the specific criteria for each section below, Applicant responses to these items will be evaluated based on the following criteria: (i) a description of the services and amenities as provided in the Attachments below; (ii) a description of the partners, roles of each, and capacity of the partners that will provide or facilitate access to these services and amenities; (iii) a description of the public and/or private transportation options that will be available to residents of the proposed Development to ensure access to the described general services and amenities, including the modes, options and availability of transportation

for residents to get to and from these resources; (iv) a description of how the Applicant believes that the access outlined in (i), (ii) and (iii) above will lead to improvement of tenants' health, safety, stability, education and employment capacities, quality of life, and ability to successfully live in the community.

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

1. **Attachment 9:** Describe the community-based general 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 that are appropriate for the intended residents. The description should include the Development's physical proximity to services and amenities and the variety of these services and amenities. The description should also include any community-based supportive services that may assist the intended resident, as needed, to access the described general services. (Up to 10 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 10:** Describe access to community-based resources and services, including health and wellness programs, recreation and social activities, as appropriate, to address the specific health care and/or supportive service needs of each High Needs/High Cost Individual who is Chronically Homeless. The description should include the Development's physical proximity to health care and supportive services, and/or which services/programs will be provided on-site. The description should also include all key supportive services and programs that will be provided directly through the Applicant, community partnership or other providers to assist these residents, and the benefits of offering these services/programs. (Up to 15 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 11:** List and describe Best Practices not described above that will be implemented at the proposed development that have been found to promote and facilitate High Needs/High Cost Chronically Homeless residents' stability and inclusion in their communities. 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. For each Best Practice described, the Applicant should include information about why the practice is considered to be a "Best Practice" (such as research findings, case studies or real-world evidence) and where it is currently being implemented with success. Best Practices shall be provided by the Applicant

and/or by an appropriately executed partnership with public and/or private entities.
(Up to 8 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. Site Control: The Applicant must certify that the Applicant entity as named in Section Four, C.2., has control of the Development site(s) provided in Section Four, E.3, by the Application Deadline. To demonstrate site control, the Applicant must provide one or more of the following as applicable within ten (10) days of the invitation to credit underwriting. (Mandatory)
1. Deed or Certificate of Title showing the Applicant as the sole grantee; or
 2. 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 must provide a lease with a lease term of at least 20 years after the Application Deadline; or
 3. 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
 4. 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.
- K. Verification by the State Designated Lead Agency (Mandatory)
- Attachment 12:** 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 D. 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/2013-016> (also accessible by clicking [here](#)), and as Exhibit D of this RFP.
- L. Plan for a Cost/Benefit Study (Up to 15 points)

Applicants awarded funding through this RFP must partner with experienced researchers to engage in a multiyear study to quantify cost/benefit data showing what, if any, public savings have occurred as a result of housing the intended residents in the proposed Development. The study must also provide a qualitative evaluation of the residents' outcomes at a minimum, and to the extent possible, an assessment of health and other outcomes. While resident participation in the study is voluntary, the Corporation expects all residents in the Permanent Supportive Housing Development financed with this funding to be included as study participants.

The description of the proposed study must specify the types of costs to be quantified both before and after the Permanent Supportive Housing is provided. These costs likely include the courts and correctional system, shelters, residential and institutional housing, emergency and inpatient hospital/clinic stays, mental health hospitals and services, supportive services, Permanent Supportive Housing and associated costs. If available, the Applicant should provide the names, affiliations of the researchers who will carry out the study, with a description of their experience in carrying out research similar to that envisioned in this RFP. The Applicant should state how the study is to be funded. While the Corporation expects all or part of the funding for the study to come from entities such as private foundations that have an interest in supporting the advancement of Permanent Supportive Housing, the Applicant may also find other sources of funding for this purpose.

The Applicant may propose a study that is part of a larger study effort, but the broader study should be in the community where the proposed Development will be located and also focus on High Needs/High Cost residents living in Permanent Supportive Housing. In such a case, the broader study parameters/objectives must be similar to those outlined in this RFP and the cost benefit data and analysis related to residents of housing financed through this RFP can and will be separated to provide an evaluation for this pilot.

The Corporation and its state agency partners reserve the right to comment on and recommend changes to the study methodology of those Applications awarded financing. As a condition of closing on the funding awarded through this RFP, awardees must have provided a fully developed methodology and scope of work in time for state evaluation and comment before loan closing.

Attachment 13: Applicants should provide a description of the proposed study parameters. Applicants' responses to this item will be evaluated based on the inclusion and clarity of information related to the following items:

1. Within the parameters of this RFP's objectives, the questions that the researchers will be studying;
2. A summary of the proposed methodology for the study (which might include some of the other items on this list);
3. Demographic data to be collected for each resident;
4. How each resident's costs to public crisis and institutional systems prior to living in the Permanent Supportive Housing will be quantified or estimated;
5. How each resident's costs to public crisis and institutional systems once the resident is living in Permanent Supportive Housing will be quantified;

6. How additional costs related to housing residents in Permanent Supportive Housing, supportive services and other supports for each resident will be quantified;
7. How cost data will be collected, whether through private/local/state/federal data sharing agreements or other methods, and whether preliminary or final data sharing agreements have been executed with all or some of these entities;
8. How each resident's outcomes will be measured;
9. Length of the proposed study (note: in order to obtain fully useful data, the study proposed must be at least three years long);
10. If the study is to be part of a broader High Needs/High Cost study carried out for the community in which the proposed Development is located, a description of the objectives of the broader study, how the study parameters for this pilot fit into the broader study, and how the data and analysis for this pilot will be managed;
11. If available, the names, affiliations and experience of the researcher(s) who will lead and manage the study; and
12. How the study will be or is expected to be funded.

Applicants should use a size 12 point font and one (1) inch margins, with a maximum of four (4) 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).

M. Funding Request (Mandatory)

All Applications may request a Base Loan plus an ELI Loan.

Base Loan: Applicants may request up to a \$5,000,000 Base Loan with the following limitations: New Construction Units: \$120,000 per Unit; Acquisition with Rehabilitation Units: \$100,000 per Unit; Rehabilitation Only Units: \$75,000 per Unit. This Base Loan will be provided as a twenty (20) year forgivable loan at zero (0) percent interest.

ELI Loan: The Applicant will qualify for up to an additional \$75,000 for each Unit that the Applicant is required to set aside as ELI, totaling no more than \$1,200,000. The ELI Loan will be a twenty (20) year forgivable loan at zero (0) percent interest.

1. To determine the maximum Base Loan Request Amount, multiply the total number of Units stated in Item E.6. by \$120,000 if the Units are being added via New Construction; or \$100,000 if the Units are being added via Acquisition with Rehabilitation, or \$75,000 if the Units are being added via Rehabilitation Only, as indicated in Item E.4. The lesser of this amount, or \$5,000,000, is the Applicant's maximum request amount. Applicants may request less than this amount, but may not exceed it.

What is the Applicant's Base Loan Request Amount? \$_____

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

2. To determine the ELI Loan Request Amount that the Applicant is eligible for, multiply the total number of set-aside ELI Units specified in Item F.2. by \$75,000, up to the \$1,200,000 maximum. Applicants may request less than this amount, but may not exceed it.

What is the Applicant's ELI Loan Request Amount? \$_____

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

3. Enter the Applicant's Base Loan Request Amount and the ELI Loan Request Amount as sources on the Development Cost Pro Forma.

N. Development Cost Pro Forma (Mandatory)

Attachment 14: Applicants must provide with the Application a completed development cost pro forma detailing the anticipated expenses and sources of funding. A copy of a Development Cost Pro Forma spreadsheet is provided on the Corporation's Website at [TO BE PROVIDED] 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.

1. To carry out such activities as credit underwriting, construction inspections and draws, compliance monitoring, fees will be assessed, as outlined in Section Six, F., of this RFP. These fees should be reflected on the Applicant's development cost pro forma.
2. Funding from the Corporation may not be used for furnishings.
3. Funding from the Corporation may not be used to pay for the cost/benefit study. The cost of the study shall not be a part of development costs, nor should it be an operating expense.
4. Developer fee shall be limited to 16 percent of Development cost.
5. Sources of funding must equal or exceed expenses. If any funding shortfalls are discovered during scoring by the Corporation in the analysis of sources of funding, the Applicant will be required to demonstrate during credit underwriting that it has secured adequate sources of funding to pay for all Development expenses.
6. 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 (Mandatory)

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

1. All requirements outlined in the RFP and all commitments made by the Applicant will be met;
2. The information listed in Exhibit C 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. The Applicant will demonstrate control of the Development site(s) provided in Section Four, E.3. within ten (10) days of the invitation to credit underwriting.
6. The Applicant will be subject to compliance monitoring visits during the Compliance Period.
7. In accordance with the intent of Section 420.622 (3)(b), F.S., the Applicant shall participate in the Homeless Management Information System (HMIS) and the Coordinated Intake and Assessment Process in place for its respective Local Continuum of Care Jurisdiction. The Applicant shall enter the client level data required under the federal HMIS data standards for the homeless persons residing in the Development;
8. The Applicant must partner with experienced researchers to engage in a multiyear study to quantify cost/benefit data showing what, if any, public savings have occurred as a result of housing the intended residents in the proposed Development, must finalize the methodology for the cost/benefit study prior to the closing of the Base Loan and ELI Loan, and must work with the Corporation and state agency partners in development of the study methodology before loan closing and then as the study progresses. After the study is completed, the Applicant may be required to cooperate further with the Corporation or any contractors affiliated with the Corporation in the evaluation of the effectiveness of Permanent Supportive Housing provided through this RFP. The Corporation is interested in collecting evidence to demonstrate the extent to which these Developments meet expected outcomes;
9. The Applicant has read all applicable Corporation rules and provisions governing this RFP and has read the instructions for completing this RFP and will abide by the

applicable Florida Statutes and the credit underwriting and program provisions outlined in the RFP;

10. 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;
11. The Applicant's commitments will be included in a Land Use Restriction Agreement and must be maintained in order for the Development to remain in compliance and maintain forgivable loan status, unless the Corporation approves a change.
12. 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:

Mandatory Items must be provided to be eligible for funding
Contact information
Name of Applicant
Evidence that since December 1, 2012, Applicant is a private Non-Profit organization
Evidence Applicant is a legally formed entity qualified to do business in Florida
Name of Proposed Development
County where proposed Development will be located
Address of Development Site(s)
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 Funding Sources Analysis (listing sources) – Executed Applicant Certification and Acknowledgement (original signature in “Original Hard Copy”)
Minimum Score of 78

Items for which Points may be Awarded	Maximum Points
Community Partnerships at the local, regional, and state level to identify, screen, assess and serve High Needs/High Cost Chronically Homeless Individuals	15
Approach to Identify, Screen, Assess and Prioritize High Needs/High Cost Chronically Homeless Individuals for Proposed Development	15
Developer Experience with Permanent Supportive Housing	10
Operating/Managing Permanent Supportive Housing Experience	20
Resident Community-Based Services and Benefits Coordination	10
Access to Community-Based Services and Amenities:	--
Groceries, schools, household shopping, employment, etc.	10
Specific health care/supportive service needs of High Needs/High Cost Chronically Homeless residents	15
Other Best Practices that will be implemented	8
Cost/Benefit Study Plan	15
Total Possible Points:	118

- B. Application Sorting Order - All Applications may receive points up to the maximum as outlined above. The highest scoring Applications will be determined by first sorting all eligible Applications from highest score to lowest score, with any scores that are tied separated as follows:
1. First by the Application’s points earned for its Plan for a Cost/Benefit Study response provided at Section Four, L. with eligible Applications sorted from highest score to lowest score with preference going to Applications receiving a higher score.
 2. Next by the Application’s points earned for its Community Partnerships response provided at Section Four, A., related to its local, regional, and state levels to identify, screen, assess and serve High Needs/High Cost Chronically Homeless Individuals with eligible Applications sorted from highest score to lowest score with preference going to Applications receiving a higher score.
 3. Then, those that receive the Florida Job Creation Preference will receive preference over those that do not. 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:

- o 3.376 Florida Jobs per Unit for proposed new construction; and
- o 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. The amount of the Corporation funding will be the combined total of the Base Loan Request Amount and the ELI Loan Request Amount.

Applications with a Florida Job Creation score equal to or greater than either (i) 23 for Applicants that selected to add new Units through new construction or Acquisition with Rehabilitation; (ii) 10 for Applicants that selected the Rehabilitation-Only of existing Units; or (iii) 16 for Applicants that are using a combination of new construction and rehabilitation Units 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. Adding new Units through new construction: 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 A consists of 50 new construction Units and the total funding request amount of \$6,000,000.

$50 \times 3.376 \times 1,000,000 / 6,000,000 =$ Florida Job Creation score of 28.133.

- b. Either adding new Units through Acquisition with Rehabilitation or the Rehabilitation-Only of existing Units: 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 B consists of the Acquisition and Rehabilitation of 50 units with a total funding request amount of \$5,200,000.

$50 \times 1.534 \times 1,000,000 / 5,200,000 =$ Florida Job Creation score of 14.750.

- c. Adding new Units through a combination of new construction and rehabilitation: Multiply 3.376 by the total number of new construction Units

and multiply 1.534 by the total number of Rehabilitation Units. Add these two numbers together, then multiply that result by 1,000,000. Divide that result by the total funding request amount.

For example:

Application C consists of 26 new construction units and 24 rehabilitation units and has a total funding request amount of \$5,500,000.

$[(26 \times 3.376) + (24 \times 1.534)] \times 1,000,000 / 5,500,000 =$ Florida Job Creation score of 22.653.

4. Finally, if the tie-breakers above do not break all ties, then tied Applications will be sorted by the lowest lottery number to the highest lottery number, with preference going to those with a lower lottery number.

C. Funding Selection process

Funding Available: \$10 million dollars in Base Loan funding (additional ELI Loan funding will be allocated to Applicants awarded financing as specified in Section Four, M.).

Eligibility Requirements: Applications must achieve at least 78 total points and meet all Mandatory Items in order to be eligible for funding.

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

County Test: Funding will be limited to one (1) Application per county ("County Test").

Selection Process: Applications will be sorted from highest score to lowest score, applying tie-breakers in the order described in B., above. The first Application tentatively selected for funding will be the highest ranking eligible Application. After the first Application is selected for funding, the next highest ranking eligible Application(s) that can pass the County Test and Funding Test will be tentatively selected for funding.

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

If Base Loan funding remains and there are no eligible Applications that can pass these tests, then the remaining Base Loan funding will be awarded to the highest ranking eligible unfunded Application that can meet the County Test, provided that there is enough funding remaining to fund at least 90 percent of the Applicant's Base Loan Request Amount ("90 Percent Test"). If none of the unfunded eligible Applications meet both the County Test and the 90 Percent 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 percent 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 RFP, and/or provisions outlined in Exhibit C, 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 RFP, funding will be subject to a positive recommendation from the Credit Underwriter based on criteria outlined in the credit underwriting provisions in Exhibit C.
- D. The Corporation shall provide notice of its decision, or intended decision, for this RFP 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, F.S.
- 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 RFP.
- F. Fees –

1. Non-refundable Application Fee of \$1,000 must be submitted with the Application. Check or money order should be made out to Florida Housing Finance Corporation. The non-refundable application fee is not eligible to be reimbursed to the Applicant from the funding.

If awarded financing, the following fees are required. Some of these fees must be included in the Development Cost Pro Forma, because they are paid before or during construction, or are pre-paid monitoring fees. Fees paid annually or as needed after construction are not included in the Development Cost Pro Forma.

2. Credit Underwriting Fee Estimate: \$16,636 (include in the Development Cost Pro Forma)

This fee is not necessarily the fee that will be charged, but is provided for estimation purposes of completing the Development Cost Pro Forma to be submitted with the Application. The actual fee will be determined based on the funding awarded to an Applicant and the current contract and any addendum for services between the Corporation and the Credit Underwriter(s) in effect at the time underwriting is assigned.

- a. If a Development involves Scattered Sites of Units within a single market area, a single credit underwriting fee shall be charged. All Credit Underwriting fees shall be paid by the Applicant prior to the performance of the analysis by the Credit Underwriter.

- b. Re-underwriting fee: \$165 per hour, not to exceed \$7,307

3. Loan Commitment Fees – (include in the Development Cost Pro Forma)

Each Applicant to which a firm commitment is granted shall submit to the Corporation a non-refundable commitment fee of one (1) percent of the Base Loan amount and/or, if applicable, the ELI Loan Amount. This fee(s) shall be permitted to be paid at closing.

4. Extension Fees

Credit Underwriting Report Approval Deadline Extension Fee (if required) - \$500

Preliminary Loan Closing Extension Fee (if required) - One percent of each loan amount (Base Loan and ELI Loan, as applicable)

Firm Loan Closing Extension Fee (if required) - One-half of one percent of each loan amount (Base Loan and ELI Loan, as applicable).

In the event the loan(s) does not close within the timeframes prescribed within this RFP, extension fees will be assessed.

5. Construction Inspection Fees – (include in the Development Cost Pro Forma)

The following fees are not necessarily the fees that will be charged, but are listed below for estimation purposes of completing the Development Cost Pro Forma to be submitted with the Application. The actual fees will be determined based on the current contract for services between the Corporation and the Servicer(s).

Servicer In-House Review - \$165 per hour, not to exceed \$2,017 per review.

In addition, there will be third-party fees related to construction monitoring inclusive of site inspection by an inspection engineer estimated to be \$900-\$1,200 for each site inspection. These fees will be due for each draw processed. An estimate of these fees should be included in the Development Cost Pro Forma.

6. Compliance Monitoring Fees:

The following fees are not necessarily the fees that will be charged, but are listed below for estimation purposes of completing the Development Cost Pro Forma to be submitted with the Application. The actual fees will be determined based on the current contract and any addendum for services between the Corporation and the Compliance Monitor(s).

- a. Annual compliance monitoring fee – (billed annually – do NOT include in Development Cost Pro Forma)

For the Base Loan, an annual fee to be comprised of a base fee of \$154 per month + an additional fee per set-aside unit of \$9.42 per year, subject to a minimum of \$240 per month, and subject to adjustments annually, but not decreased, based on the South Region Consumer Price Index for the twelve month period ending each November 30th. This automatic increase shall not exceed 3 percent of the prior year's fee.

The fee will be billed annually after loan closing.

As needed, for Developments that have an additional ELI Loan, an additional annual fee of \$858, billed annually following loan closing. This fee will be in addition to the Base Loan fee set out above.

- b. Follow-up Review fee – \$165 per hour

7. Third-party fees: – (include in the Development Cost Pro Forma)

Estimated cost for a self-contained appraisal is \$6,500; estimated cost for an Environmental Site Assessment Phase I report is \$2,500; estimated cost to complete a pre-construction analysis (PCA) is \$3,500.

If applicable, estimated loan closing costs include legal fees for the Base Loan of \$12,500, and \$5,000 for the ELI Loan; plus costs for title insurance and recording fees.

8. Permanent Loan Servicing – (billed annually– do NOT include in the Development Cost Pro Forma)

Loans will have a Permanent Loan Servicing Fee to be billed annually. The following fee is listed for estimation purposes; the actual fees will be determined based on the current contract and any addendum for services between the Corporation and Servicer(s).

Annual fee of 25 bps of the outstanding loan amount, with a minimum monthly fee of \$197 and a maximum monthly fee of \$786, and an hourly fee of \$165 for extraordinary services.

9. Assumption/Renegotiation Fees:

For all loans where the Applicant is requesting a sale and/or transfer and assumption of the loan, the borrower or purchaser shall submit to the Corporation a non-refundable assumption fee of one-tenth of one percent of the loan amount or the fee in effect at the time of their request, whichever is greater.

For all loans where the Applicant is requesting a renegotiation of the loan, the borrower shall submit to the Corporation a non-refundable renegotiation fee of one-half of one percent of the loan amount or the fee in effect at the time of their request, whichever is greater.

For all loans where the Applicant is requesting an extension of the loan term, the borrower shall submit to the Corporation a non-refundable extension fee of one-tenth of one percent of the loan amount or the fee in effect at the time of their request, whichever is greater. If the extension is associated with a renegotiation of the loan, then only the renegotiation fee will be charged.

- NOTES:
- (1) Developer fee may not exceed 16% of F. DEVELOPMENT COST. The Developer fee will not be paid until after construction completion.
 - (2) The maximum Hard and Soft Cost Contingency allowed cannot exceed (i) 5% for Applicants choosing to add new units through new construction or (ii) 15% for acquisition and rehabilitation or rehabilitation only. The determination of the Hard and Soft Cost Contingency is limited to the maximum stated percentage of the combined total of A. TOTAL ACTUAL CONSTRUCTION COSTS and B. TOTAL GENERAL DEVELOPMENT COST. Operating Deficit Reserves (ODR) are not to be included in F. DEVELOPMENT COST and cannot be used in determining the maximum Developer fee. ODR in the Application cannot exceed the maximum ELI Loan Amount. ODR, if necessary, will be sized in credit underwriting and may be larger or smaller than the Application limit.
 - (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 funding based on the needs determined by credit underwriting.

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

	AMOUNT
DEVELOPMENT COSTS	
<i>Actual Construction Costs</i>	
Demolition	\$ _____
New Rental Units	\$ _____
Rehab of Existing Rental Units	\$ _____
*Other (explain in detail)	\$ _____
A. TOTAL ACTUAL CONSTRUCTION COSTS	\$ <u>0</u>
<i>General Development Costs</i>	
Accounting Fees	\$ _____
Appraisal	\$ _____
Architect & Engineering Fees	\$ _____
Builder's Risk Insurance (or Owner's Property Coverage during construction)	\$ _____
Building Permit, Impact Fee(s)*, Connection Fee(s)	\$ _____
Environmental Phase I Report	\$ _____
FHFC Credit Underwriting Fees	\$ _____
FHFC Construction Draw & Inspection Costs	\$ _____
Insurance (Liability, during construction)	\$ _____
Legal Fees	\$ _____
Property Taxes (during construction)	\$ _____
Soil Test	\$ _____

	AMOUNT
Survey	\$ _____
Title Insurance & Recording Fees	\$ _____
*Other (explain in detail)	\$ _____
B. TOTAL GENERAL DEVELOPMENT COST	\$ 0
C. HARD AND SOFT COST CONTINGENCY <small>See Note (2)</small>	\$ _____
D. ACQUISITION COST OF PROPERTY* (if appropriate)	\$ _____
<i>Financial Costs</i>	
Loan Origination and Commitment Fee(s)	\$ _____
Construction Loan Interest	\$ _____
Loan Closing Costs	\$ _____
*Other (explain in detail)	\$ _____
E. TOTAL FINANCIAL COST	\$ 0
F. DEVELOPMENT COST (A+B+C+D+E)	\$ 0
G. DEVELOPER'S FEE <small>See Note (1)</small>	\$ _____
H. OPERATING DEFICIT RESERVES <small>See Note (2)</small>	\$ _____
I. TOTAL DEVELOPMENT COST (E+F+G)	\$ 0

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 fee. 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 B to RFP – 2013-016 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 C of the RFP, 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 RFP, 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”	<p>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; and</p> <p>(e) has been continuously homeless for one (1) year, (f) has had four (4) periods of homelessness in the last three (3) years, or (g) has had a sustained stay of no more than the last two (2) years in an assisted living facility, residential care facility, nursing home, or institution due to a lack of appropriate and adequate Permanent Supportive Housing and services available in the community.</p> <p>An episode of homelessness is a separate, distinct, and sustained stay in a place not meant for human habitation, on the streets, in an emergency homeless shelter or in transitional housing.</p>
“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 RFP 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. <u>For purposes of this RFP, the Applicant is the Developer.</u>
“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 fee 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 RFP.
“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.

“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 RFP.
“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 II of Exhibit C of the RFP.
“High Needs/High Cost Individual”	For the purposes of this RFA, <i>High Needs/High Cost Individual</i> means a person with limited financial resources and multiple needs related to health care, behavioral health, activities of daily living, and social supports who regularly uses high cost publicly funded emergency care and services, residential care and institutions due to the housing instability and lack of adequate community-based supports in the community.
“Interested Party”	Any person or entity that requests a copy of this Request for Applications from the Corporation.
“LURA” or “Land Use Restriction Agreement”	An agreement which sets forth the set-aside requirements and other Development requirements under a Corporation program.
“Non-Profit Corporation”	A qualified non-profit organization as defined in Section 42(h)(5)(C), subsection 501(c)(3) and 501(c)(4) of the Internal Revenue Code, as in effect on the date of this RFP, 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.
“Permanent Supportive Housing”	Affordable rental housing that is linked with individualized supportive services designed to enable residents to live as independently as possible. The housing shall be 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.
“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. The entire Development may not exceed four (4) Scattered Sites. 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 two (2) 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 RFP.
"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 RFP, 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 www.floridahousing.org .

Exhibit C to RFP 2013-016 – Credit Underwriting and Program Requirements

Timeline for Providing Information to Credit Underwriter

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

1. Within ten (10) Calendar Days of the date of the invitation to enter credit underwriting, the Applicant must provide one or more of the documentation listed below, as applicable, to demonstrate site control. If the Applicant fails to provide the documentation or if the documentation provided does not adequately demonstrate site control as certified in the Application, the award of funding will be rescinded.
 - 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 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.

2. Within 90 days of the invitation to enter credit underwriting, the Applicant must demonstrate that a Phase I Environmental Site Assessment (ESA) has been performed. The firm performing the ESA must certify that the review was performed in accordance with ASTM Practice #E-1527-05 standards for the entire Development site. If the Phase I ESA disclosed potential problems on the proposed site and required or recommended a Phase II ESA, the firm that performed the Phase II ESA, even if it is the same firm that performed the Phase I ESA, must certify that the Phase II ESA has been performed in accordance with ASTM Practice #E-1903-11. If the proposed Development consists of Scattered Sites, the Applicant must provide the appropriate evidence that a Phase I ESA and, if applicable, a Phase II ESA, has been performed for all of the Scattered Sites.

Note: If the Phase I ESA and/or the Phase II ESA disclosed environmental problems requiring remediation, a plan, including time frame and cost, for the remediation is required. . If necessary, an appropriate remedial action plan and/or lead abatement program must be determined, approved by the Credit Underwriter, and 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.

3. The Applicant shall submit its resident community based services coordination plan at credit underwriting, subject to the criteria provided in the RFP. 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.
4. 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.
5. The Credit Underwriter will provide an itemized due diligence list for additional documentation needed to complete the credit underwriting report.
6. The Applicant must demonstrate it is meeting all of the criteria required by as well as committed to within the RFP either at time of application, credit underwriting, or executed closing agreements, as applicable.

Part I. Credit Underwriting Procedures

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

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 Development, the proposed scope of work, the ability of the Applicant and the Development team to proceed, and determine a recommended funding amount, as applicable. Corporation funding 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 RFP.

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 RFP, 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 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 RFP 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. The Base Loan and ELI Loan, as applicable, must close within 12 months of the date of the invitation to enter credit underwriting. Applicants may request one (1) extension of up to 12 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 loan(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 Corporation 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 1 percent of each loan amount 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.
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. A full or self-contained appraisal as defined by the Uniform Standards of Professional Appraisal Practice 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. 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. In addition to operating expenses, the Credit Underwriter must include an estimate for replacement reserves and operating expense reserves deemed appropriate by the Credit Underwriter when calculating the final net operating income available to service the debt. A minimum amount of \$300 per unit per annum for replacement reserves must be used for all Developments. The initial replacement reserve will have limitations on the ability to be drawn upon during the following time periods: (i) new construction Developments shall not be allowed

to draw during the first five (5) years or until the establishment of a minimum balance equal to the accumulation of five (5) years of replacement reserves per unit, or (ii) Rehabilitation Developments (with or without acquisition) shall not be allowed to draw until the start of the scheduled replacement activities as outlined in the pre-construction capital needs assessment report ('CNA') subject to the activities completed in the scope of rehabilitation, but not sooner than the 3rd year. The amount established as a replacement reserve shall be adjusted based on a CNA to be received by the Corporation or its servicers, prepared by an independent third party and acceptable to the Corporation and its servicers at the time the CNA is required, beginning no later than the 10th year after the first residential building in the development receives a certificate of occupancy, a temporary certificate of occupancy, or is placed in service, whichever is earlier ('Initial Replacement Reserve Date'). If the Applicant does not provide a copy of a CNA to the Corporation or its servicers, prepared by an independent third party and acceptable to the Corporation and its servicers within the stated time frames, then one shall be ordered by the Corporation or its servicers at the Applicant's expense. The only events allowed to drop the balance below the minimum are items related to life safety, structural and systems as approved by the Corporation and its servicers. In the event the first mortgage lender or a Housing Credit Syndicator, if applicable, requires replacement reserves with replacement reserve deposit requirements that include the same or higher deposits, the Corporation's rights to hold replacement reserves and to disburse such funds shall be subject to the first mortgage lender or the Housing Credit Syndicator, as applicable. The replacement reserve funds are not to be used by the Applicant for normal maintenance and repairs, but shall be used for structural building repairs, major building systems replacements and other items included on the Eligible Reserve for Replacement Items list, effective October 15, 2010, which is available on the Corporation's Website under the Multifamily Programs link labeled Related References and Links. An Applicant may choose to fund a portion of the replacement reserves at closing. The amount cannot exceed 50 percent of the required replacement reserves for two (2) years and must be placed in escrow at closing.

The Applicant is required to fund the following escrow and reserve accounts per the loan documents:

- Capital Replacement Reserves
- Taxes and Insurance Escrows
- Operating Deficit Reserve

These accounts will be serviced by the Corporation's servicer and will be subject to adjustment annually.

13. The Credit Underwriter may request additional information, but at a minimum the following will be required during the underwriting process:
 - a. For the 'Non-Profit Corporation(s)' identified in Section Four, C.3. of this RFP which are also required to provide supporting documentation as Attachment 5 as set forth in this RFP, financial statements audited by a licensed Certified Public Accountant for the most recent fiscal year ended, credit check, banking and trade references, and deposit

verifications. For any Applicant, applicable general partner(s) and guarantors other than the 'Non-Profit Corporation(s)' referenced above, financial statements either audited 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 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 or reviewed by a licensed Certified Public Accountant for the most recent fiscal year ended, credit check, banking and trade references, and deposit verifications. The audited or reviewed statements may be waived if a payment and performance bond equal to 100 percent of the total construction cost whose terms do not adversely affect the Corporation's interest, and is issued in the name of the General Contractor by a company rated at least "A-" by AMBest & Co.
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 fee and, if applicable, General Contractor's fee shall be limited to:
- a. The Developer overhead shall be limited to 16 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. Secure a payment and performance bond whose terms do not adversely affect the Corporation's interest (or approved alternate security for General Contractor's performance, such as a letter of credit), issued in the name of the General Contractor, from a company rated at least "A-" by AMBest & Co.;
 - e. Ensure that none of the General Contractor duties to manage and control the construction of the Development are subcontracted;
 - f. Ensure that not more than 20 percent of the construction cost is subcontracted to any one entity, with the exception of a subcontractor contracted to deliver the building shell of building of at least five (5) stories which may not have more than 31 percent of the construction cost in a subcontract, 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
 - g. 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. A contingency cost line item which shall total no more than 5 percent of both 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. A contingency cost line item which shall 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. An operating deficit reserve cost line item may be included within the Total Development Cost for underwriting purposes which shall be sized during credit underwriting. The operating deficit reserve cost line item shall not be a Development cost which is eligible to be considered as part of the determination of the maximum Developer fee cost line item.
19. During the process of completing the Credit Underwriting Report, the Credit Underwriter will verify the proposed Development is economically viable. Included in that process is the identification of all committed sources of funding and a detailed itemization of all appropriate development costs. The total sources of funding must be equal to or greater than the Total

Development Cost. As a note, if an Applicant was awarded funding based on the 90% Test as provided in this RFP, the Applicant must provide any necessary alternative sources of funding to adequately meet the requirement that total sources of funding must be equal to or greater than the Total Development Cost. There must always be an adequate source of funding available to complete the construction and/or rehabilitation of the proposed Development during the construction and/or rehabilitation phase.

In addition, the Credit Underwriter must demonstrate on a proforma basis that the proposed Development has the ability to achieve break-even for each year of the 20-year compliance term when the property does not have any mandatory debt service payments. In the case where an operating deficit reserve (ODR) is approved during credit underwriting, then the ODR can be used as income for purposes of this test. If the proposed Development is financed with any sources of funding that mandate a debt service requirement, then the proposed Development must demonstrate it has the ability to achieve a minimum debt service coverage ratio of 1.10x.

20. 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.
21. 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 within nine months of the date of the invitation. 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. The Corporation shall charge an extension fee of \$500 if the request to extend the approval deadline is granted and the extension to the approval deadline will be for a period of three months.
22. 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.

23. The Credit Underwriter's loan recommendations will be sent to the Board for approval.
24. The Corporation shall issue a firm loan commitment within seven (7) Calendar Days after approval of the Credit Underwriter's recommendation for funding by the Board.
25. For Base Loan and ELI Loan, as applicable, these loans and other mortgage loans related to the construction of the Development must close within 120 Calendar Days of the date of the firm loan commitment(s) (subject to the closing deadlines established by the invitation to enter credit underwriting). A request for an extension of the firm loan commitment(s) may be considered by Corporation staff for an extension term of up to 90 Calendar Days (subject to the closing deadlines established by the invitation to enter credit underwriting). 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 loan. 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 Corporation 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 an extension fee of one-half of one percent of the loan amount if the Board approves the request to extend the initial commitment beyond the period outlined in this RFP.
26. At least five (5) Calendar Days prior to any loan 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.
27. 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.
28. All contracts for hard or soft Development Costs must be itemized for each cost component.
29. The amount of property acquisition cost allowed to be recognized as part of the Development's Development Costs shall be limited to the lesser of the purchase price or the appraised value.
30. The Corporation must approve the selection or replacement of a management company prior to such company assuming responsibility for the development.

Part II. Program Procedures and Requirements for Base Loan and ELI Loan

1. General Program Procedures:

- a. An Applicant is not eligible to apply for or retain any funding available under this RFP 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 loan 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 loan closing shall result in disqualification from receiving funding and shall be deemed a material misrepresentation. Changes after loan 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 RFP.
- 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 funding award 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 RFP, the following items as identified by the Applicant in the Application of the RFP 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(s), exclusive of adjustments by the Corporation as outlined in this RFP;
 - (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 RFP and Application; and
 - (7) The Income Set-Aside Commitment and the ELI Commitment as set forth in the RFP 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. Base Loan and ELI Loan:

The Base Loan and the ELI Loan will be subject to the credit underwriting provisions outlined in Part I. above and the loan provisions outlined below:

- a. The terms and conditions of the Base Loan and the ELI Loan shall be as follows:
- (1) The ELI Loan shall be based on each ELI Set-Aside unit indicated by the Applicant in the RFP, up to the maximum allowed in the RFP. The Base Loan funding shall be based on the number of units indicated by the Applicant in the RFP, up to the maximum allowed in the RFP.
 - (2) The Base Loan and the ELI Loan shall bear an interest rate of zero percent (0 percent) simple interest per annum on the outstanding principal balance and the principal balance of the Base Loan and the ELI Loan is non-amortizing during the term of the note. During the 20 year Compliance Period, so long as the Development is in compliance with the program requirements as determined at the sole, reasonable discretion of the Corporation, the principal amount of the Loan shall be reduced at a rate of 5 percent per year on each anniversary date of the date the Development is placed in service. No credit shall be given for a portion of a year. For the above percentage to apply, the Borrower must be in compliance with all program requirements for each full twelve (12) month period. If the program requirements are met throughout the Compliance Period, the full amount of the Base Loan and the ELI Loan shall be forgiven and discharged in full. In the event the Development does not comply with the program requirements and has not cured the noncompliance by the end of the annual period, no forgiveness for that entire annual period will be allowed and sanctions may be imposed at the Corporation's sole discretion. Sanctions may include, but are not limited to extension of the Compliance Period; repayment of the amount not forgiven at note maturity; condition the funding of a future award upon the applicant taking appropriate action to correct the noncompliance; and all other rights and remedies in the mortgages, rights of a mortgagee under Section 697.07, Fla. Stat. Program requirements shall include:
 - (a) High Needs/High Cost individuals set-aside met;
 - (b) Chronically Homeless set-aside met;
 - (c) Rent limits met;
 - (d) Household income limits met;
 - (e) Physical inspection of facility meets Uniform Physical Condition Standards;
 - (f) Permanent Support Housing Cost Benefit Study milestone(s) has been met in accordance with approved timeframes;
 - (g) All reporting requirements have been met.
 - (2) 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 mortgage 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.

- (3) The Base Loan and the ELI Loan shall be serviced directly by the servicer on behalf of the Corporation.
- (4) The Corporation shall monitor compliance of all terms and conditions of the Base Loan and the ELI Loan and shall require that certain terms and conditions be embodied in the Land Use Restriction 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 Base Loan and the ELI Loan shall constitute a default during the term of the funding. The Corporation shall take appropriate legal action to effect compliance if a violation of any material term or condition relative to the set-aside of units for the intended households is discovered during the course of compliance monitoring or by any other means.
- (5) 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 amended, which is available on the Corporation's Website under the Multifamily Programs link labeled Related References and Links.
- (6) All 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.
- (7) 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 2013 Rent Limits for all areas of the state is provided at http://www.floridahousing.org/FH-ImageWebDocs/PropertyOwnersAndManagers/RentLimits/078-2013_Rent_Limits/2013_Rent_Limits_-_FHFC_Rental_Programs_-_Except_HOME_and_SHIP_-_12-11-2012.pdf, (also accessible by clicking [here](#)).
- (8) The documents creating, evidencing or securing the Base Loan and the ELI Loan

must provide that any violation of the terms and conditions described in this RFP constitutes a default under the funding documents allowing the Corporation to accelerate its loan and to seek foreclosure as well as any other remedies legally available to it.

- (9) The Compliance Period shall be as stated in the RFP, but at a minimum, a period of time equal to 20 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 funding.
- (10) If a guarantor(s) is considered necessary by the Credit Underwriter and unless and until a guarantor's obligations for the 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 I, 13. (a) in this Exhibit (as the Corporation or its servicer may reasonably request).

b. Sale, Transfer or Refinancing of a Development with Base Loan or ELI Loan 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 Land Use Restrictive 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 loan(s) 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 loan(s);
 - (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 RFP.

- (3) If the loan(s) and related documents are not assumed since the buyer does not meet the criteria for assumption, the loan(s) 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 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. Base Loan and ELI Loan construction disbursements and permanent loan servicing shall be based on the following:
- (1) The Base Loan and ELI Loan proceeds shall be disbursed during the construction phase in an amount per Draw which does not exceed the ratio of the Base Loan and the ELI Loan to the Total Development Cost, unless approved by the Credit Underwriter. The ELI Loan may be disbursed after construction completion if these funds are to establish, at least in part, an operating deficit reserve.
 - (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, after the title insurer provides an endorsement to the policy of title insurance updating the policy to the date of the current Draw and increasing the insurance coverage to an amount equal to the sum of all prior Draws and the current Draw, without additional exceptions, except those

specifically approved in writing by the Corporation.

- (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 loan 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 funding agreement(s).

Exhibit D - 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 E – 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:

The proposed Development must provide:

- At least one private office space with a door;
- At least one enclosed training room with a door to conduct group training and educational activities;
- On-site laundry facility with a minimum of 1 Energy Star qualified washer for every 20 Units and 1 dryer for every 20 Units (if washers and dryers are not provided in all Units);
- Termite prevention and pest control throughout the entire Compliance Period;
- and
- A 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 must include all of the green building features listed below:

- Earn 10 points from the list below, which will be chosen in credit underwriting:
 - Programmable thermostat in each unit (2 points)
 - Humidistat in each unit (2 points)
 - Water Sense certified dual flush toilets in all bathrooms (2 points)
 - Light colored concrete pavement instead of or on top of asphalt to reduce the heat-island effect (2 points)
 - Energy Star qualified roof coating (2 points) *
 - Energy Star qualified roofing materials (metal, shingles, thermoplastic polyolefin (TPO), or tiles) (3 points) *

- Eco-friendly cabinets – formaldehyde free, material certified by the Forest Stewardship Council (3 points)
- Eco-Friendly flooring for entire unit – Carpet and Rug Institute Green Label certified carpet and pad, bamboo, cork, 100 percent recycled content tile, and/or natural linoleum (3 points)
- Energy Star rating for all windows in each unit (3 points)
- Florida Yards and Neighborhoods certification on all landscaping (2 points)
- Install daylight sensors, timers or motion detectors on all outdoor lighting attached to buildings (2 points)

*Applicant may choose only one option related to Energy Star qualified roofing

All proposed Developments that select the Development Category of new construction must include all of the green building features listed below.

All Rehabilitation Developments (with or without Acquisition) must include as many of the green building features listed below as are structurally and financially feasible within the scope of the rehabilitation work based on a capital needs assessment as approved by the Corporation performed during the credit underwriting process.

- Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat; 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 dishwasher, if dishwashers are to be provided;
- Water heating minimum efficiency specifications (choose gas, electric, or gas tankless):
 - Gas:
 - 30 gal = .63 EF; or
 - 40 gal = .61 EF; or
 - 50 gal = .59 EF; or
 - 60 gal = .57 EF; or
 - 70 gal = .55 EF; or
 - 80 gal = .53 EF; or
 - Electric:
 - 30 gal = .94 EF; or
 - 40 gal = .93 EF; or
 - 50 gal = .92 EF; or
 - 60 gal = .91 EF; or
 - 70 gal = .90 EF; or
 - 80 gal = .89 EF; or
 - Tankless gas water heater: minimum .80 EF.

- Energy Star qualified ceiling fans with lighting fixtures in bedrooms, or in main living unit if 0-bedroom unit;
- HVAC minimum efficiency of 14 SEER.

All proposed Developments that select the Development Category of Acquisition with Rehabilitation or Rehabilitation-only Developments must include:

- Caulk, weather-strip, or otherwise seal all holes, gaps, cracks, penetrations, and electrical receptacles in building envelope; and
- Seal and insulate heating and cooling system ducts with mastic or metal backed tape.

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) must 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.

Any 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;
- Loop or D-Shaped pull on cabinet drawers and door; and
- A minimum of 10 percent of the total Units shall be fully accessible in accordance with the 2010 ADA Standards for Accessible Design. These fully accessible Units shall provide mobility features that comply with the residential dwelling Units provision of the 2010 ADA Standards for Accessible Design. At least 4 percent of the total Units shall be accessible to persons with visual and hearing impairments in accordance with the 2010 ADA Standards for Accessible Design. The Units that are accessible to persons with visual and hearing impairments 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](#)).

Exhibit F – Continuing Program Compliance

The Applicant is required to be in compliance with commitments made by the Applicant in this RFP, the Land Use Restriction Agreement and all terms and conditions of the Base Loan and ELI Loan (“Loans”) during the Compliance Period.

The Corporation shall monitor compliance of all terms and conditions of the Loans and of regulatory agreements during construction and for the Compliance Period. Regulatory agreements shall be recorded in the public records of the county wherein the development is located. Violation of any term or condition of the documents evidencing or securing the Loans shall constitute a default during the term of the Loans. The Corporation shall take legal action to effect compliance if a violation of any term or condition relative to the set-aside of units for qualified households is discovered during the course of compliance monitoring or by any other means. Any duly authorized representative of the Corporation shall be permitted at any time during normal business hours to inspect and monitor development and resident records and facilities.

- (a) An authorized representative of the Corporation will, at the Applicant’s expense, conduct four on-site construction inspections during the construction or rehabilitation of the development. Any required re-inspection due to a finding of non-compliance will be at the Applicant’s expense.
- (b) The Corporation or its representative shall, at the Applicant’s expense, conduct a management review and physical inspection annually of each development, to inspect and monitor development and resident records, units, and facilities.
- (c) During the Compliance Period the Corporation must approve the selection or replacement of a management company, prior to such company assuming responsibility for the development. The selection criteria includes: (a) review of company information which includes key management personnel, management experience and procedures; (b) review of company forms such as application for apartment residence, demographic and income verification forms, lease, etc.; (c) attendance at a Corporation compliance workshop by key management company representatives; and (d) a meeting between Corporation compliance staff and the key management company representative. The Corporation also reserves the right to require the management company to have at least three (3) years’ experience in operating and managing Permanent Supportive Housing for Chronically Homeless. The Corporation will document approval of the management company to the owner of the development after successful completion of the required criteria as determined by the Corporation.
- (d) The owner of the development shall maintain complete and accurate income records pertaining to each resident occupying a 50 percent AMI and ELI Unit. Records for each occupied 50 percent AMI and ELI Unit shall contain documentation which includes: (a) resident’s rental application containing the name or names of each household member, employment and income information for each household member, and other information required by the owner of the development; (b) executed lease agreement listing the term of the tenancy and all of the residents residing in the unit; (c) verification of the income of each resident as is acceptable to prove income under Section 8 of the United States Housing Act of 1937; (d) Information as to

the assets owned by each resident; (e) Tenant Income Certification form (TIC-1 form) for each resident; and (f) the Chronically Homeless Qualification Checklist as required. The TIC-1 form and instructions are on the Corporation's website at <http://www.floridahousing.org/PropertyOwnersAndManagers/Forms/> in Appendix Q and R respectively.

- (e) The Applicant shall submit Program Reports (PR-1) monthly to the Corporation. The PR-1 form and instructions are on the Corporation's website at <http://www.floridahousing.org/PropertyOwnersAndManagers/Forms/> in Appendix S and T respectively. The initial PR-1 shall be prepared as of the last day of the calendar month during which the closing of the Base Loan and ELI Loan ("Loan Closing") occurred, if the development is occupied; or when the rental of the initial unit occurred, whichever is later. Subsequent PR-1's shall be prepared as of the last day of each calendar month. PR-1's are due no later than the 15th of each month throughout the regulatory period and should be emailed to compliance.reporting@floridahousing.org. Annually, on dates assigned by the Corporation, the PR-1 accompanied by TIC-1 copies for ten (10) percent of the executed TIC-1's that were effective during the reporting year will be sent to the monitoring agent. PR-1's shall confirm compliance as follows: (a) If the development is not occupied at Loan Closing, the initial PR-1 and all subsequent PR-1's shall confirm compliance with the set-aside requirements and other development requirements, if any, as set forth in the regulatory agreement. (b) If the development is occupied at the time of Loan Closing, compliance with the set-aside requirements and other development requirements, if any, as set forth in the regulatory agreement, shall be confirmed by the first PR-1 submitted 12 months following the expiration of the last then-existing tenant lease, without regard to any extension of the term of any then-existing tenant leases. The calculation of the above 12-month period shall begin with the date of the Loan Closing. (c) The failure of the initial or any subsequent PR-1's to confirm compliance as required in this subsection, shall, upon written notice of such failure from the Corporation or its representative to the borrower, require correction of the failure within 90 days of such written notice. This shall be deemed the "correction period." The development shall not be deemed non-compliant prior to the expiration of the correction period. If the failure to comply is not corrected within the correction period, the development shall then be deemed to be in non-compliance and be reported to the Board.
- (f) Annually the Applicant shall submit audited financial statements and the Financial Reporting Form (SR-1) to the Corporation. The due date is 151 days after the end of the fiscal year. The SR-1 form and instructions are on the Corporation's website at <http://www.floridahousing.org/PropertyOwnersAndManagers/Forms/>.

Chronically Homeless Qualification Checklist

Instructions: This checklist must be used by staff for chronically homeless persons to assure that participants meet program regulation eligibility. It should be accompanied by supporting documentation of both disability and homelessness. Together, these documents must be maintained in the client's file.

Client Name: _____

For purposes of this RFP, a Chronically Homeless person as: an unaccompanied homeless person (a single homeless person who is alone and is not part of a homeless family and not accompanied by children) with:

Part I. A Disabling Condition. Check appropriate box(es):

- A diagnosable substance abuse disorder
- A serious mental illness
- A developmental disability
- A chronic physical illness or disability, including the co-occurrence of two or more of these conditions.

Part I is supported by a letter from a medical professional attesting to the presence of the condition.

- Yes
- No

Part II. Chronically Homelessness Status. Check ONE:

- Has been continuously homeless for a year or more.
(HUD defines "homeless" as "a person sleeping in a place not meant for human habitation (e.g. living on the streets for example) OR living in a homeless emergency shelter.)
- Has had four (4) episodes of homelessness in the last three (3) years.
(HUD defines "homelessness" as "sleeping in a place not meant for human habitation (e.g. living on the streets for example OR living in a homeless emergency shelter.)
- Sustained stay of no more than two (2) years in an assisted living facility, residential care facility, nursing home, or institution

Part II is supported by Third Party Certification, which includes dates and locations of homelessness, from one or more of the following: *Check ALL that apply*

- Certification letter(s) from an emergency shelter for the homeless.
- Certification letter(s) from a homeless service provider or outreach worker.
- Certification letter(s) from any other health or human service provider.
- Certification Self-Statement signed by the client.

Staff Name: _____ Staff Title: _____
Organization: _____

Signature: _____ Date: _____

Chronically Homeless Third Party Verification Form

Instructions: This template may be sent to homeless service providers requesting their verification of the chronically homeless status of an individual known to them. This template letter may be copied onto letterhead or recreated with the same content and printed on letterhead.

Date: _____

To:

Dear _____,

_____ has applied to receive the services of a program serving chronically homeless persons. To qualify, the homeless person must be determined to be chronically homeless as defined by this RFA. Please complete this certification and fax it to my attention as soon as possible at the following **fax number**: (_____)_____.

This information will be used for the purpose of determining the chronic homeless status of the above-named homeless person. If you have any questions please do not hesitate to contact me at the following **telephone number**: (_____)_____.

Sincerely,

(Signature)

(Title)

I hereby authorize the release of the requested information.

(Signature of Participant)

Instructions: Please provide certification on letterhead stationery. This recommended template can be copied onto letterhead or recreated with the same content and printed on letterhead.

Certification

I certify that _____ stayed at _____
(Client's Name) (Facility/ Program Name)

for the following period of time:

(1) between: ____/____/____ and : ____/____/____

(2) between: ____/____/____ and : ____/____/____

(3) between: ____/____/____ and : ____/____/____

(4) between: ____/____/____ and : ____/____/____

Additional detail about the client's episodes of homelessness may be written below.

Before coming to this facility, the homeless person resided at _____.

This facility is classified as one of the following types of facilities/programs:

- | | |
|---|--|
| <input type="checkbox"/> Emergency Shelter | <input type="checkbox"/> Correctional Facility |
| <input type="checkbox"/> Transitional Housing | <input type="checkbox"/> Substance Abuse Facility |
| <input type="checkbox"/> Permanent Housing | <input type="checkbox"/> Mental Health Institution |
| <input type="checkbox"/> Medical Institution | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Assisted Living Facility | |

Signature: _____ Date: _____

(Signature of Facility Staff)

Title: _____ Phone: _____

Chronically Homeless Self-Statement Certification Form

Instructions: This template for a Self-Statement Certification may be used when a homeless person applying to a program serving chronically homeless persons lacks connections with service providers to complete a Third Party Verification of a history of chronic homelessness. This Self-Statement should be maintained in the client's file.

I certify that I was homeless (that is sleeping in a place not meant for human habitation such as living on the streets) **OR** living in a homeless emergency shelter during the following period(s) of time:

Between Example: Jan., 2005 and Aug., 2005 I lived at Lifeline Shelter, Orlando

Between _____ and _____ I lived at _____

What else would you like to share about your history?

For example, "I cannot remember the name of the place where I was living during the fall of 2004 but I believe that it was a homeless emergency shelter. I have problems with my memory from that time due to an illness."

I certify that the above information is correct.

(Signature of Client)

(Date)

I reviewed the above statement with the client.

(Signature of Staff Witness)

(Organization)

(Date)