

Exhibit A to RFA 2014-110 - Applicant Certification and Acknowledgement

- A. After the Board approves preliminary awards and any resulting litigation is resolved, if any, the Corporation will order a Corporation Qualified Provider Energy Audit conducted on the property with the cooperation by the property owner and manager. **The Energy Audit must show an estimated minimum energy savings of 15 percent for the energy retrofits proposed in the audit, and the collective recommended retrofit must have a projected SIR of 1.0 or greater or the funding will be revoked.** An invitation to credit underwriting will not be issued unless these requirements are met.
- B. The Applicant acknowledges and certifies that the information in Exhibit G, Part I will be provided by the due dates as outlined in Exhibit G, or as otherwise outlined in the invitation to enter credit underwriting. Failure to provide the required information by the stated deadline shall result in the withdrawal of the invitation to enter credit underwriting.
- C. By submitting the Application, the Applicant acknowledges and certifies that:
1. The Development will meet all appropriate state building codes, including the 2012 Florida Accessibility Code for Building Construction, adopted pursuant to Section 553.503, F.S., the Fair Housing Act as implemented by 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 pursuant to Rule Chapter 67-48, F.A.C., and the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, incorporating the most recent amendments, regulations and rules;
 2. Any contract funded by the proceeds of a MERP loan will be subject to the requirements of the Davis-Bacon Act, 40 U.S.C. §§ 3142 – 3144, 3146 and 3147 (2002), 24 CFR § 92.354, 24 CFR Part 70 (volunteers), and 40 U.S.C. § 3145 (2002), requiring any single contract for the rehabilitation to contain a provision requiring that not less than the wages prevailing in the locality, as predetermined by the United States Secretary, will be paid to all laborers and mechanics employed for the construction or rehabilitation of the Development, and such contracts must also be subject to the overtime provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701 – 3706 and 3708 (2002), the Copeland Act (Anti-Kickback Act), 40 U.S.C. § 3145 (2002), and the Fair Labor Standards Act of 1938, as amended (29 U.S.C. § 201 et seq.);
 3. 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, that the Development Team's experience, past performance or financial capacity is satisfactory, or that the Development is projected to meet the program requirements of 15 percent energy savings and a collective Savings to Investment Ratio of 1.0 or greater. The past performance record, financial capacity and any and all other matters relating to the Development Team will be reviewed during credit underwriting. The Credit Underwriter may require additional information from any member of the Development Team including, without limitation, documentation on other past projects and financials. A Development Team with an unsatisfactory past performance record, inadequate financial capacity or any other unsatisfactory matters relating to their suitability may result in a negative recommendation from the Credit Underwriter;

4. The Applicant commits to provide an affordability period on the Development's set-aside units for a term of the greater of 15 years from the date the MERP loan is closed or the final maturity date of the existing Corporation loan;
5. The Applicant's commitments will be included in the Land Use Restriction Agreement and must be maintained in order for the Development to remain in compliance, unless the Board approves a change;
6. The applicable fees outlined in Exhibit F of the RFA will be due as outlined in this RFA and/or as otherwise prescribed by the Corporation and/or the Credit Underwriter;
7. The Applicant acknowledges that any funding preliminarily secured by the Applicant is expressly conditioned upon any independent review, analysis and verification of all information contained in this Application that may be conducted by the Corporation, 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;
8. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees as may be requested or required. The Applicant understands and agrees that the Corporation is not responsible for actions taken by the undersigned in reliance on a preliminary commitment by the Corporation;
9. The Applicant commits to participate in the statewide housing locator system;
10. Submit a Resident and Property Management Staff Education and Outreach Plan as outlined in Exhibit C of this RFA. The Applicant's plans shall adhere to guidelines referenced in Exhibit C of this RFA and shall be reviewed and approved by the Corporation during credit underwriting. In addition, the Applicant commits to provide an annual Certificate of Continuing Program Compliance, as outlined in Exhibit D, to the Corporation. The form can be found on the Corporation Website at <http://www.floridahousing.org/PropertyOwnersAndManagers/EnergyConsumptionModelProceduresAndForms/> (also available by clicking [here](#));
11. For those Developments where the residents pay utility costs directly and not by or through the owner, the Applicant commits to adopting Development specific utility allowances such as those calculated using the Energy Consumption Model option;
12. The Applicant commits to cooperate with any data collection efforts necessary to meet the reporting requirements of this program;
13. The Applicant has read all applicable Corporation rules governing this RFA and has read the instructions for completing this RFA and will abide all requirements of this RFA, the applicable Florida Statutes and the credit underwriting provisions outlined in Exhibit G;
14. In eliciting information from third parties required by and/or included in this Application, the Applicant has provided such parties information that accurately describes the Development. The Applicant will review the third party information

provided during the credit underwriting process and the information provided by any such party to ensure such information is based upon and accurate with respect to the Development in this Application; and

15. 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.

Development Name

Response Number*

Signature of Applicant

Name (Typed or Printed)

Title (Typed or Printed)

NOTE: The Original Hard Copy of the Application must contain the Development Name, the final Response Number, and the original signature of the Applicant (blue ink is preferred). Other copies must be photocopies of the Original Hard Copy.

*The Response Number is the unique number generated after each Application is uploaded electronically as described in Section Three, A. of this RFA. It is reflected in the first column on the upload screen. A new Response Number will be generated each time an Application is uploaded, even if it is an Application that was previously uploaded, deleted, and then uploaded again before the Application Deadline.

