

REQUEST FOR APPLICATIONS 2015-105

**FINANCING TO BUILD
SMALLER PERMANENT SUPPORTIVE HOUSING PROPERTIES FOR
PERSONS WITH DEVELOPMENTAL DISABILITIES**

Issued by:

FLORIDA HOUSING FINANCE CORPORATION

Issued: August 14, 2015

Due: October 9, 2015

SECTION ONE INTRODUCTION

Florida Housing Finance Corporation (the Corporation) was appropriated \$10 million in grant funds by the 2015 Legislature for housing for Persons with Developmental Disabilities as defined in Section 393.063, F.S. This Request for Applications (RFA) will make up to \$7 million available to finance small Permanent Supportive Housing Developments consisting of no more than four (4) Units.

The legislation specifies that the Corporation will offer the funding through a competitive grant program to private Non-Profit organizations that have a primary mission which includes serving Persons with Developmental Disabilities. Funding must be used for new construction of housing Units, including Community Residential Homes as defined in Section 419.001, F.S. The Corporation is required to consider the extent to which funds from local and other sources will be used by Applicants to leverage these grant funds; employment opportunities and supports that will be available to Residents of the proposed housing; a plan for Residents to access community-based services, resources, and amenities; and partnerships with supportive services agencies.

This RFA is open to Applicants proposing the development of Permanent Supportive Housing for Persons with Developmental Disabilities, either Community Residential Homes or Supported Living Units, as defined in Exhibit C. Applicants may propose the development of Shared Housing Units, as defined in Exhibit C, to allow unrelated Persons with Developmental Disabilities the choice to share Units. For purposes of this RFA, Community Residential Homes are considered Shared Housing. Applicants may propose to build Supported Living Units as either non-Shared Housing or Shared Housing.

The Corporation will target grant funds for the new construction of a structure that will serve Persons with Developmental Disabilities. For this RFA, new construction means construction of a Development where no residential structure currently exists. Funding cannot be used towards any expenses related to demolition of existing structures. Applicants may develop Community Residential Homes or Supported Living Units. Community Residential Homes (i) must be single family homes; (ii) must be licensed by the Florida Agency for Persons with Disabilities to serve no more than six (6) Residents; (iii) must serve no more than six (6) Residents; and (iv) must demonstrate at credit underwriting that they are adhering to licensing standards related to location, design, construction features and other requirements. Supported Living Units (i) must be single family, duplexes, triplexes, or quadraplexes; and (ii) the Supported Living provider must conduct a housing setting survey per Rule 65G-5.004, F.A.C.

The Corporation's objective is to ensure that the Non-Profit Applicants providing Permanent Supportive Housing are experienced. To accomplish this, the RFA will be open only to private Non-Profit Applicants with a primary mission which has included serving Persons with Developmental Disabilities since March 1, 2014, or earlier.

The Corporation is soliciting a maximum of two (2) Applications from qualified Applicants that commit to provide housing in accordance with the terms and conditions of this RFA, inclusive of applicable laws, rules and regulations, and the Corporation's generally applicable construction and financial standards.

SECTION TWO DEFINITIONS

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

SECTION THREE PROCEDURES AND PROVISIONS

A. Submission Requirements

A complete Application for this RFA consists of the Application found at Exhibit A, the Applicant Certification found at Exhibit B, and all applicable attachments, as set forth in Section Four of the RFA.

1. The Application Deadline is 11:00 a.m., Eastern Time, on October 9, 2015. To meet the submission requirements, prior to the Application Deadline, the Applicant must do all of the following for each Application, up to a maximum of two (2) Applications per Applicant entity:
 - a. Download and complete the Application (Exhibit A) found on the Corporation's Website at <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2015-105/> (also accessible by clicking [here](#)). The download process may take several minutes. Applicants should save the file with a file name that is unique to that Application;
 - b. Next, when the Applicant is ready to submit the completed Application to the Corporation, the Applicant must go to the Corporation's Website at <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2015-105/> (also accessible by clicking [here](#)) and click the link to login and upload the completed Application. To upload the Application, a username and password must be entered. If the Applicant has not previously created a username and password, the Applicant will need to create one prior to the upload process;
 - c. After successfully logging in, the Applicant must click "Upload Application". The Applicant must also enter the Development Name, click "Browse" to locate the completed Application that was saved on the Applicant's computer; then click "Upload Selected File". The selected Application will then be listed as an uploaded Application and its assigned Response Number will be visible in the first column.
 - d. Next, to view and print the Uploaded Application, the Applicant must click "Print Application for Submission to Florida Housing". The assigned Response Number will be reflected on each page of the printed Uploaded Application. The Applicant must submit four (4) printed copies of the Uploaded Application to the Corporation, as outlined in item e. below.

Note: If the Applicant clicks “Delete” prior to the Application Deadline, the Application will no longer be considered an Uploaded Application. The Applicant will be required to upload the Application again for the Application to be considered an Uploaded Application. This will generate a new Response Number;

- e. The Applicant must provide to the Corporation by the Application Deadline a sealed package containing four (4) printed copies of the final Uploaded Application with all applicable attachments, as outlined in Section Four, to the Corporation, each housed in separate 3-ring-binders with numbered divider tabs for each attachment. The final Response Number should be reflected on each page of the printed Application;
 - (1) One (1) printed copy of the complete Uploaded Application with all applicable attachments must be labeled “Original Hard Copy” and must include the following items:
 - (a) The required non-refundable \$800 Application fee, payable to Florida Housing Finance Corporation (check or money order only); and
 - (b) The Applicant Certification and Acknowledgement form with an original signature (blue ink preferred).
 - (2) The remaining three (3) printed copies of the complete Uploaded Application with all applicable attachments should be labeled “Copy”.
 - f. The Applicant should label the outside of each shipping box with the applicable RFA number. The Corporation will not consider faxed or e-mailed Applications.
2. After 11:00 a.m., Eastern Time, on the Application Deadline, each Application for which hard copies are received by the Application Deadline will be assigned an Application number. In addition, these Applications will be assigned a lottery number by having the Corporation’s internal auditors run the total number of Applications received through 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

If any of the hard copies of the Application are not identical to the Uploaded Application submitted online, the Uploaded Application will be utilized for scoring purposes.

- B. This RFA does not commit the Corporation to award any funding to any Applicant or to pay any costs incurred in the preparation or delivery of an Application.

- C. The Corporation reserves the right to:
1. Waive Minor Irregularities; and
 2. Accept or reject any or all Applications received as a result of this RFA.
- D. Any interested party may submit any inquiry regarding this RFA in writing to Ken Reecy via the e-mail address RFA_2015-105_Questions@floridahousing.org (also accessible by clicking [here](#)). All inquiries are due by 5:00 p.m., Eastern Time, on September 21, 2015. 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 September 25, 2015, and will post a copy of all inquiries received, and their answers, on the Corporation's Website at <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2015-105/> (also accessible by clicking [here](#)). The Corporation will also send a copy of those inquiries and answers in writing to any interested party that requests a copy. The Corporation will determine the method of sending its answers, which may include regular United States mail, overnight delivery, fax, e-mail, or any combination of the above. No other means of communication, whether oral or written, shall be construed as an official response or statement from the Corporation.
- E. Any person who wishes to protest the specifications of this RFA must file a protest in compliance with Section 120.57(3), Fla. Stat., and Rule Chapter 28-110, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.
- F. By submitting this Application, each Applicant agrees to the terms and conditions outlined in this RFA. Rule Chapter 67-60, F.A.C., establishes the procedures by which the Corporation will administer this RFA. To read a copy of this rule, go to: <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2015-105/> (also accessible by clicking [here](#)). By submitting an Application, each Applicant further agrees that:
1. Public Records. Any material submitted in response to this RFA is a public record pursuant to Chapter 119, Fla. Stat. Per Section 119.071(1)(b)2., the sealed Applications received by the Corporation are exempt from disclosure until such time as the Board provides notice of an intended decision or until 30 Calendar Days after the opening of the sealed Applications, whichever is earlier.
 2. Noninterference. At no time during the review and evaluation process, commencing with the Application Deadline and continuing until the Board renders a final decision on the RFA, may Applicants or their representatives contact Board members or Corporation staff, except Corporation legal 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 the RFA, the Application requirements outlined in Rule Chapter 67-60, F.A.C., the credit

underwriting requirements outlined in Exhibit D of this RFA, and the Compliance requirements in Exhibit E of this RFA.

- G. The Corporation expects to select one (1) or more Applications to award the funding contemplated by this RFA. Any such Application will be selected through the Corporation's review of each Application, considering the factors identified in this RFA.
- H. Pursuant to subsection 67-60.004(2), F.A.C., an Applicant may request withdrawal of its Application from this RFA by filing a written notice of withdrawal with the Corporation Clerk. For funding selection purposes for this RFA, the Corporation shall not accept any Application withdrawal request that is submitted between 5:00 p.m., Eastern Time, the last business day before the date the Committee meets to make its recommendations to the Board until after the Board has taken action on the Committee's recommendations, and such Application shall be included in the funding selection process as if no withdrawal request had been submitted. Any funding that becomes available after such withdrawal is accepted shall be treated as returned funds and disposed of according to Section Five, B. of this RFA.

SECTION FOUR INFORMATION TO BE PROVIDED IN THE APPLICATION

The Applicant must provide a completed Application found in Exhibit A to RFA 2015-105, along with all applicable attachments thereto, including the applicable certification. This section provides instructions and should be used in tandem with Exhibit A. 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. Applicant Certification and Acknowledgement

The Applicant must sign the Applicant Certification provided in Exhibit B acknowledging and certifying to all statements made in that exhibit, and provide as **Attachment 1**. 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.

B. Persons with Developmental Disabilities Demographic Commitment (Mandatory)

In Supported Living Units, each Unit in the proposed Development shall serve Persons with Developmental Disabilities as Permanent Supportive Housing. In Community Residential Homes, each Bedroom shall serve Persons with Developmental Disabilities as Permanent Supportive Housing, with the exception of possible on-site suites for the caregiver or family, as further described in Section Four, G.2. For the Corporation to better understand the proposed Development, Applicants must describe the subpopulation(s) of the persons intended to reside in the proposed Development. This information will be considered by the Corporation when reviewing and scoring how the proposed access to community based services will assist the intended Residents.

The Applicant's description(s) is limited to no more than four (4) typed pages within the text box at question B. of Exhibit A. Note: Although the online Application system allows for more than 4 pages, any portion of the description that is beyond 4 pages will not be considered.

C. Applicant Information (Mandatory)

1. The Applicant must provide the Contact Person information in question C.1. of Exhibit A. At a minimum, the name and e-mail address must be provided.
2. The Applicant must provide the Applicant name and **Attachments 2, 3, and 4** as required in question C.2. of Exhibit A. (Notes: The site control documents, when submitted, must reflect the Applicant's name. No more than two (2) Applications may be submitted by an Applicant entity.)
3. The Applicant must answer the questions in question C.3. of Exhibit A, confirming that the Non-Profit Applicant entity owns at least 51 percent of the ownership interest in the Development and will receive at least 50 percent of the Developer overhead. (Developer overhead is limited to 10 percent of the Development Cost.)

D. Operating/Managing Permanent Supportive Housing Experience (Up to 40 Points)

If the Applicant intends to manage the Development, describe the Applicant's experience in operating and managing Permanent Supportive Housing, including performing operations and management functions specific to the needs of the intended Residents described in question B. of Exhibit A. If the Applicant does not have experience or if the Applicant expects to use a management company, the Applicant must provide the name of the experienced entity that will act as the management company for at least the first 3 years of operation and describe the management company's experience in operating and managing Permanent Supportive Housing, including length of time spent operating and managing Permanent Supportive Housing and experience performing operations and management functions specific to the needs of the intended Residents described in question B. of Exhibit A. Applicants proposing to operate/manage a Community Residential Home shall describe the Applicant's or management company's experience operating a Community Residential Home. Applicants proposing to manage Supported Living Units shall describe the Applicant's experience with the property and lease management functions of leasing to a person receiving Supported Living Services. Providing only a list of Permanent Supportive Housing Developments and/or Units will not be a sufficient description of experience for any Applicant or the management company.

The Applicant's description(s) is limited to no more than four (4) typed pages within the text box at question D. of Exhibit A. Note: Although the online Application system allows for more than 4 pages, any portion of the description that is beyond 4 pages will not be considered.

E. General Development Information (Mandatory)

1. The Applicant must state the name of the proposed Development at question E.1. of Exhibit A.
2. The Applicant must indicate the county where the proposed Development is or will be located at question E.2. of Exhibit A.

Note: This must be included in the Application for all Applicants, even those that do not have site control as of Application Deadline.

3. Development Category must be new construction which means creating a Community Residential Home or Supported Living Units through new construction of a Development where no residential structure currently exists.

Note: Neither licensed assisted living facilities nor Intermediate Residential Facilities are an allowable use of this funding.

4. Development Location

The Applicant should state (i) the address number, street name, and name of city and/or (ii) the street name, closest designated intersection, and either name of city or unincorporated area of the county for the proposed Development at question E.4. of Exhibit A, **if known**.

Note: It is not mandatory that the Development Location be submitted as of the Application Deadline. The Development Location and the required site control documentation must be submitted and deemed complete within 90 days of the mailing of the Corporation's letter of preliminary award as provided in Exhibit D, Part I, item A. An invitation to credit underwriting will not be sent to an Applicant with a preliminary award until site control has been successfully demonstrated by the Applicant within the allowable timeframe. Applicants that fail to successfully demonstrate site control within 90 days of the mailing of the Corporation's letter of preliminary award will have the letter of preliminary award rescinded. **There will be no extensions or exceptions to this deadline.**

5. The Applicant must state whether the proposed Development is a Community Residential Home or whether it consists of Supported Living Units at question E.5. of Exhibit A. (Applicants must only select one option. If the proposed Development is a Community Residential Home, the Applicant is limited to one Community Residential Home per Application.)

6. The Applicant must select the Development Type(s) of the proposed Development at question E.6. of Exhibit A: Single Family, Duplex, Triplex, and/or Quadraplex.

Note: If the Applicant is proposing a Community Residential Home, the Applicant must select single family, and no other Development Type may be selected.

7. The Applicant must state whether it is proposing to develop Shared Housing, as defined in Exhibit C, at question E.7. of Exhibit A. Note: All Community Residential Homes are Shared Housing.

8. If the Applicant is proposing a Community Residential Home or a Supported Living Unit(s) that is Shared Housing, the Applicant must state how many total Residents, as defined in Exhibit C, are or will be living in the proposed Development at question E.8. of Exhibit A.

In a Community Residential Home, the maximum is six (6) Residents in the Development. In Supported Living Units that are Shared Housing, the proposed

Development may serve no more than eight (8) Residents. In Supported Living Units that are not Shared Housing, one (1) household shall reside in each Unit.

If the Applicant states that the number of Residents is more than permitted in this RFA, then the Corporation will consider the number of total Residents to be at the maximum permitted.

9. The Applicant must state how many total Units are in the proposed Development at question E.9. of Exhibit A.

(For Supported Living Units, the maximum is four (4) Units in the Development. For Community Residential Homes, each Application is limited to one (1) Community Residential Home, which shall be, for the purposes of this RFA, considered one (1) Unit.)

F. Set-Aside Commitments

1. **Shared Housing:** All Applications proposing Community Residential Homes and Applications proposing Supported Living Units that propose to include Shared Housing Units shall meet the following commitments:

- a. Income Set-Aside Commitment - 100 percent of the Residents must have incomes at or below 60 percent of the area median income (AMI). The Corporation will require successful Applicants to use the Multifamily Programs Income Limits (updated each year) to determine Resident eligibility under this grant funding. The 2015 Income Limit Chart for all areas of the state is provided on the Corporation website at http://www.floridahousing.org/FH-ImageWebDocs/PropertyOwnersAndManagers/IncomeLimits/025-2015%20Income%20Limits/001-2015_Combined_Income_Limits_&_Rent_Limits_by_County_-_FHFC_Rental_Programs_3-6-2015.pdf (also accessible by clicking [here](#)). Income certification of tenants will be required throughout the affordability period.
- b. Required ELI Commitments – An Applicant with a proposed Development that serves two or more Residents must commit to the applicable ELI set-aside, as specified in (1) below.

- (1) ELI commitments:

| Number of Total Residents in the Proposed Development | Required Number of ELI Residents |
|---|----------------------------------|
| 1 Resident | 0 ELI Residents |
| 2 – 3 Residents | 1 ELI Resident |
| 4 – 6 Residents | 2 ELI Residents |
| 7 – 8 Residents | 3 ELI Residents |

- (2) The chart below outlines the maximum income levels for ELI Residents on a per county basis:

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

- (3) Example of Required Set-Aside and ELI Commitment:

If the Unit is a Supported Living Unit in which three (3) Residents each have their own Bedroom, but share a Unit in Monroe County, the Applicant must commit to serve all three (3) Residents with incomes at or below 60 percent of the AMI, and at least one (1) of those three (3) Residents must have an income at or below 25 percent of the AMI.

2. **Non-Shared Housing:** Non-Shared Housing Units are Supported Living Units in which a Person(s) with a Developmental Disability receives Supported Living Services and resides alone or with others as one household. Applications that propose to include non-Shared Housing Units shall meet the following commitments:

- a. Required Income Set-Aside Commitments - 100 percent of the households must have incomes at or below 60 percent of the AMI. The Corporation will require successful Applicants to use the Multifamily Programs Income Limits (updated each year) to determine Resident eligibility under this grant funding. The 2015 Income Limit Chart for all areas of the state is provided on the Corporation website at http://www.floridahousing.org/FH-ImageWebDocs/PropertyOwnersAndManagers/IncomeLimits/025-2015%20Income%20Limits/001-2015_Combined_Income_Limits_&_Rent_Limits_by_County_-_FHFC_Rental_Programs_3-6-2015.pdf (also accessible by clicking [here](#)). Income certification of tenants will be required throughout the affordability period.

- b. Required ELI Commitments – An Applicant with a proposed Development composed of two or more Supported Living Units must commit to the applicable ELI set-aside, as specified in (1) below.

(1) ELI commitments:

| Number of Total Units in the Proposed Development | Required Number of ELI Units |
|---|------------------------------|
| 1 Unit | 0 ELI Units |
| 2 – 3 Units | 1 ELI Unit |
| 4 Units | 2 ELI Units |

(2) The chart below outlines the income levels defining ELI on a per county basis:

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

(3) Example of Required Set-Aside and ELI Commitment:

If a Development has four (4) Units with a total of four (4) households in Monroe County, the Applicant must commit to set aside all four (4) Units for households with incomes at or below 60 percent of the AMI, and at least two (2) of the Units must be set aside for ELI households at 25 percent of the AMI.

3. Affordability period for all Developments funded through this RFA – Applicants must irrevocably commit to the demographic commitment, the income set-aside and ELI set-aside commitment for a minimum of 10 years. Income certification of Residents will be required throughout the affordability period.

G. Required Design and Construction Features

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, F.S.;
- 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. Additional Construction Features:

a. Shared Housing Construction Features:

- (1) Each Resident shall have a private Bedroom with a locking door;
- (2) For every two Residents, there must be at least one full bathroom with has a locking door that is accessible to those Residents; and
- (3) Maximum number of Residents:
 - (a) Community Residential Homes must not have more than six (6) Residents per Unit. Grant funding may also be used to construct one (1) suite consisting of one (1) additional bedroom and one (1) additional bathroom for family or caregivers or staff, but not for Resident care. Note: If an additional bedroom and/or bathroom is constructed for family or caregivers or staff, it will not increase the Maximum Eligible Funding Award Amount, which is based on the number of Residents stated by the Applicant at question E.8. of Exhibit A
 - (b) Supported Living Units may serve no more than eight (8) Residents, and no more than three (3) Residents may reside in a Unit.

b. Non-Shared Housing - In Supported Living Units that are not Shared Housing, one (1) household shall reside in each Unit.

3. Green Building, Accessibility, Adaptability, Universal Design and Visitability Features:

a. All Developments must provide:

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

If the proposed Development is a Supported Living Unit and meets the definition of Scattered Sites, all features that are not Unit-specific shall be located on each of the Scattered Sites. Community Residential Homes may not be Scattered Sites.

b. Green Building Features:

All Developments must include the green building features listed below, as appropriate:

- Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint);
- Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
 - Toilets: 1.6 gallons/flush or less;
 - Faucets: 1.5 gallons/minute or less;
 - Showerheads: 2.2 gallons/minute or less;
- Energy Star qualified refrigerator;
- Energy Star qualified dishwasher;
- Energy Star qualified washing machine, if provided;
- Energy Star qualified exhaust fans in all bathrooms; and
- Minimum SEER of 15 for air conditioners.

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

To ensure that all of the features committed to by the Applicant are provided, the Corporation shall require at least two on-site inspections for new construction during the construction phase. The Corporation shall determine the number and timing of on-site inspections and who will provide them. An Accessibility Review ordered by the credit underwriter and performed by an independent third party will serve as the basis for the accessibility features that are required for the scope of work for the project.

Developments must provide all of the accessibility, adaptability, universal design and Visitability features listed below. As part of the predevelopment inspection, review, and credit underwriting process, the costs associated with the items below will be incorporated in the scope of the work to be done.

- (1) A minimum of 50 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 one 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 Unit(s) that is 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](#));

- (2) For a Community Residential Home, 50 percent of the Bedrooms and a minimum of one (1) bathroom must be fully accessible, as described above;
- (3) The Development must provide an accessible route that meets the 2010 ADA Standards for Accessible Design. A continuous, unobstructed path throughout the site and the building that connects all the accessible features, elements, and spaces shall be provided. This shall include the back yard and all amenities of the Development;
- (4) The primary entrance door shall have a threshold with no more than a ½-inch rise;
- (5) Thresholds at doorways of exterior sliding doors shall not exceed ½-inch in height;
- (6) When a secondary exterior door exits onto decks, patios, or balcony surfaces constructed of impervious materials, such as concrete or asphalt, the accessible route may be interrupted. In this case, the outside landing surface may be dropped a maximum of 4 inches below the floor level of the interior of the dwelling unit to prevent water infiltration at door sills, as allowed in the Fair Housing Act Guidelines;
- (7) If the exterior surface is constructed of pervious material, such as a wood deck that will drain adequately, that surface must be maintained to within ½-inch of the interior floor level;
- (8) All secondary exterior doors at dwelling units that open onto private decks, balconies, and patios shall provide a clear opening of not less than 32 inches;
- (9) Sliding glass doors that are used as secondary exterior doors must have a 32-inch clear opening. The door assembly for a standard 6-foot sliding glass door must yield a 32-inch clear opening. French doors or other double-leaf doors must provide a 32-inch clear opening;
- (10) All door handles on primary entrance door and interior doors must have lever handles;
- (11) Interior doorways shall provide a clear opening of not less than 32 inches;
- (12) All interior doorways must have flush thresholds;

- (13) Hall widths must be at least 36 inches wide to allow a person in a wheelchair to make a 90 degree turn into or out of a 32" door opening;
- (14) Lever handles on all bathroom faucets and kitchen sink faucets;
- (15) Toilets must be 17 inches to 19 inches in height as measured from the finished floor to the top of the toilet seat; and
- (16) Mid-point on light switches and thermostats shall not be more than 48 inches above the finished floor level.

4. Recommended to Applicants during Construction

NOTE: To ensure that that construction is carried out to take the greatest advantage of energy efficiency options, the Corporation recommends that Applicants awarded financing minimize bends in all exhaust ductwork to be less than 90 degrees to provide less restriction on air movement.

H. Resident Community-Based Services Coordination (Mandatory only for Applicants requesting funding for Community Residential Homes):

The provision of community-based services coordination will be the responsibility of the Applicant, but may be in conjunction with public and/or private partnerships as approved by the Corporation in credit underwriting. All proposed Developments will be required to assist interested Residents with the coordination of their community-based services. The purpose is to assist each Resident to become aware of, access and/or maintain adequate and appropriate community-based services and resources. It is not the intent for this Resident service to take the place of services coordination already provided for a Resident by a program and/or agency as part of their supportive services plan. The focus shall be to assist Residents not receiving community-based services coordination by another program and/or agency, as well as to assist those Residents 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 supportive services listed above have been oriented to the needs and preferences of each intended Resident in assisting them to access services related to health care, independent activities of daily living, employment, income and housing. The provider of this Resident service shall also provide, at credit underwriting, information demonstrating its mission, qualifications, experience, agreements and/or contracts with state and federal supportive services programs, professional staffing and experience in serving the intended Residents described in question B. of Exhibit A.

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

services coordination plan at credit underwriting. The services coordination plan shall adhere to guidelines developed by the Corporation, in conjunction with state agencies or their designee(s), that administer publicly funded supportive services for the intended Residents.

Property management and Resident community-based services coordination cannot be the responsibility of the same staff persons; the functions must be entirely separate.

I. Access to Community-Based Services and Resources (Maximum 60 Points):

The ability of the intended Residents described in question B. of Exhibit A. to effectively and efficiently access community-based services and resources is vital to assist these households in obtaining and maintaining choice, independence and full inclusion in the community. As specified in each section below, provide a description of the Applicant's plan to provide access to general community services including retail stores, recreation venues, and educational opportunities, as well as specific supportive services and resources that address the needs of the intended Residents, including healthcare centers and job-skills programs. Equitable access to community-based services and resources 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. In addition to the specific criteria for each section below, Applicant responses to these items will be evaluated based on the following criteria: (i) improvement to Residents' health, safety, stability, education and employment capacities, and quality of life; and (ii) improvement to Residents' ability to effectively utilize living skills to successfully live and be integrated in the community.

All Applicants proposing Community Residential Homes may be awarded points for providing information regarding access to community-based services and resources outlined in Section I.1. below.

All Applicants proposing Supported Living Units may be awarded points for providing information regarding access to community-based services and resources outlined in Section I.2. below.

1. Community Residential Homes:

a. Private Transportation for Residents of Community Residential Homes (Up to 24 Points)

Private transportation is required for all Community Residential Homes. Applicants requesting funding for a Community Residential Home must provide at least one safe and serviceable vehicle and driver that can transport residents to off-site locations for medical appointments, public service facilities, shopping, educational, vocational, religious, cultural and social events, and other services and activities. Although very beneficial resources, a nearby bus stop or access to programs such as "Dial-a-Ride" will not be sufficient for purposes of this RFA.

Applicants proposing Community Residential Homes may be awarded up to 24 points by providing the following:

Describe the details of the transportation provided, including the number of vehicles available to the proposed Development, the type of vehicles (such as car or vans), and whether the vehicles are owned or leased, or provided in some other manner. The description should include whether the vehicles are shared among sites, and if shared, describe when they are available to the residents of the proposed Development. The Applicant may be required to verify the described transportation in credit underwriting.

Describe the level of mobility-impairment of each intended Resident and how the transportation provided by the Applicant will assist each resident in accessing off-site services and activities.

The Applicant's description(s) is limited to no more than four (4) typed pages within the text box at question I.1.a. of Exhibit A. Any items described will be considered commitments by the Applicant. If the Applicant is awarded funding but unable to fulfill some or all of the commitments stated here, the funding may be rescinded. Note: Although the online Application system allows for more than 4 pages, any portion of the description that is beyond 4 pages will not be considered.

Up to three (3) additional pages of appropriate exhibits, not created by the Applicant, may be provided as **Attachment 5** to supplement the description(s).

b. Access to Groceries, Education, Household Shopping, and Employment for Residents in Community Residential Homes (Up to 12 Points)

Describe the general community-based services and resources that will be accessible to Residents, such as shopping for groceries, medicine, clothing, and other household and personal items. Include other services such as public schools, higher education, training and employment. The description should specify the variety of these services and resources that will be available. The description should also include information regarding any community-based services available to assist an intended Resident to access these services, if assistance is needed.

The Applicant's description(s) is limited to no more than four (4) typed pages within the text box at question I.1.b. of Exhibit A. Any items described will be considered commitments by the Applicant. If the Applicant is awarded funding but unable to fulfill some or all of the commitments stated here, the funding may be rescinded. Note: Although the online Application system allows for more than 4 pages, any portion of the description that is beyond 4 pages will not be considered.

Up to three (3) additional pages of appropriate exhibits, not created by the Applicant, may be provided as **Attachment 6** to supplement the description(s).

c. Specific Healthcare and/or Supportive Services Needs of Each Intended Resident in Community Residential Homes (Up to 24 Points)

Describe the access to medical and healthcare services for each intended Resident described in question B. of Exhibit A. This description should include how each Resident will have access to specific services that address their medical and healthcare needs. Describe how the required private transportation will be used to provide access to routine primary care screenings and how often these healthcare services are available to the resident. Describe by what method and how often the residents receive dental care, specialty medical care for individual resident's conditions, mental health services, and other applicable health services by using the transportation provided. The description should specify which services and resources are provided on the Development's site and which are available/provided at a location(s) in the community.

The Applicant's description(s) is limited to no more than four (4) typed pages within the text box at question I.1.c. of Exhibit A. Any items described will be considered commitments by the Applicant. If the Applicant is awarded funding but unable to fulfill some or all of the commitments stated here, the funding may be rescinded. Note: Although the online Application system allows for more than 4 pages, any portion of the description that is beyond 4 pages will not be considered.

Up to three (3) additional pages of appropriate exhibits, not created by the Applicant, may be provided as **Attachment 7** to supplement the description(s).

2. Applicants proposing Supported Living Units

Scoring consideration will be given to whether the Applicant has provided the proposed Development's Location in question E.4. of Exhibit A, and therefore is able to describe the actual Resident access to services in relation to the Development's physical location; or whether the Applicant has yet to obtain a site, and is only able to describe the Applicant's intention for each Resident's access to the following services.

a. Access to Groceries, Education, Household Shopping, and Employment for Residents in Supported Living Units (Up to 24 Points)

Describe the general community-based services and resources that will be accessible to Residents, such as shopping for groceries, medicine, clothing, and other household and personal items. Include other services such as public schools, higher education, training and employment. Describe the public and/or private transportation options that will be available to Residents of the proposed Development to ensure access to the described services and resources. The description should specify the variety of these services and resources that will be available, including the Development's physical proximity to each of these services. The description should also include information regarding any community-based services available to assist an intended Resident to access these services, if assistance is needed.

The Applicant's description(s) is limited to no more than four (4) typed pages within the text box at question I.2.a. of Exhibit A. Any items described will be considered commitments by the Applicant. If the Applicant is awarded funding but unable to fulfill some or all of the commitments stated here, the funding may be rescinded. Note: Although the online Application system allows for more than 4 pages, any portion of the description that is beyond 4 pages will not be considered.

Up to three (3) additional pages of appropriate exhibits, not created by the Applicant, may be provided as **Attachment 8** to supplement the description(s).

b. Specific Healthcare and/or Supportive Services Needs of Each Intended Resident in Supported Living Units (Up to 24 Points)

Describe access to community-based resources and services to address the specific healthcare and/or supportive services needs of each intended Resident described in question B. of Exhibit A, including, but not limited to, health and dental care, wellness programs, supported living coaching, counseling, and education or training. The description should specify which services and resources are provided on the Development's site and which are available/provided at a location(s) in the community. The physical proximity of the services and resources that are off-site to the Development should be described in the response. The Applicant should also describe the public and/or private transportation options that will be available to Residents of the proposed Development to ensure access to the described resources and services.

The Applicant's description(s) is limited to no more than four (4) typed pages within the text box at question I.2.b. of Exhibit A. Any items described will be considered commitments by the Applicant. If the Applicant is awarded funding but unable to fulfill some or all of the commitments stated here, the funding may be rescinded. Note: Although the online Application system allows for more than 4 pages, any portion of the description that is beyond 4 pages will not be considered.

Up to three (3) additional pages of appropriate exhibits, not created by the Applicant, may be provided as **Attachment 9** to supplement the description(s).

c. Other Best Practices that will be implemented in Supported Living Units (Up to 12 Points)

List and describe Best Practices not described above that will be implemented by the Applicant that have been found to promote and facilitate Residents' full inclusion in their community. When possible, cite studies or references that demonstrate that the Best Practice is an industry wide accepted Best Practice. Best Practices may include, but are not limited to, programs or services related to volunteerism, recreation, social activities, education, or greater employment opportunities. Best Practices shall be provided by the Applicant and/or by an appropriately executed partnership with public and/or private entities.

The Applicant's description(s) is limited to no more than four (4) typed pages within the text box at question I.2.c. of Exhibit A. Any items described will be considered commitments by the Applicant. If the Applicant is awarded funding but unable to fulfill some or all of the commitments stated here, the funding may be rescinded. Note: Although the online Application system allows for more than 4 pages, any portion of the description that is beyond 4 pages will not be considered.

Up to three (3) additional pages of appropriate exhibits, not created by the Applicant, may be provided as **Attachment 10** to supplement the description(s).

J. Funding Available for the proposed Development

1. Non-Corporation Funding

To qualify for the Qualifying Financial Assistance Preference, the Applicant must state the amount of cash loans, cash grants and/or cash on hand ("Cash Funding") from local or other non-Corporation sources (all of which for purposes of this provision will be considered to be "Qualifying Financial Assistance"). If the Non-Corporation Funding total sources are equal to at least 10 percent of the Applicants' Maximum Eligible Funding Award Amount, the Applicant will receive funding preference as described in Section Five, A.1. Note: In-kind donations, donations of property or other assets, waivers of any fees, and any funding from the Corporation are not considered Qualifying Financial Assistance.

2. Corporation Funding

Determining the Maximum Eligible Funding Award Amount – Applications will initially be selected for funding using the Maximum Eligible Funding Award Amount. The Maximum Eligible Funding Award Amount will be determined by adding the maximum amount that the Applicant is eligible for in a. below plus \$17,000 as described in b. below. This funding will be used for the hard costs associated with construction, the costs associated with predevelopment inspections, technical assistance and credit underwriting as described in b. below, and reimbursable fees as described in c. below.

- a. To complete this work, the Applicant will be eligible for the following amounts of funding up to the maximum specified below for construction needs, inspections and other work carried out as part of predevelopment and credit underwriting, and other soft costs associated with construction, as listed below. These maximum award amounts are based on the number of Residents stated in E.8. of Exhibit A, inclusive of the one (1) additional bedroom and bathroom for Community Residential Homes described in Section Four, G.2. If the scope of work for the proposed Development includes any additional bedrooms and/or bathrooms beyond those described in Section Four, G.2., the Applicant will need to provide a pro-rata share of funding beyond the grant funding offered in this RFA to cover these additional construction features not contemplated with this RFA.

- (1) Shared Housing for Community Residential Homes:
 - (a) Developments with 1 – 3 Residents: up to \$225,000
 - (b) Developments with 4 Residents: up to \$275,000
 - (c) Developments with 5 Residents: up to \$325,000
 - (d) Developments with 6 Residents: up to \$375,000
- (2) Shared Housing for Supported Living Units:
 - (a) Developments with 1 – 3 Residents: up to \$225,000
 - (b) Developments with 4 Residents: up to \$275,000
 - (c) Developments with 5 Residents: up to \$325,000
 - (d) Developments with 6 – 8 Residents: up to \$375,000
- (3) Non-Shared Housing (Only Supported Living Units):
 - (a) Developments with one (1) Unit: Up to \$200,000
 - (b) Developments with two (2) Units: Up to \$250,000
 - (c) Developments with three (3) Units: Up to \$300,000
 - (d) Developments with four (4) Units: Up to \$350,000

b. Predevelopment and Credit Underwriting Costs – \$17,000 will be added to all grant awards described in a. above. The base amount described in a. above plus \$17,000 will be considered the Maximum Eligible Funding Award Amount. This funding is for credit underwriting costs of \$8,000 and predevelopment costs which are estimated to be \$9,000 or less. Any funding remaining from the amount set aside for predevelopment costs may be utilized for Development costs. The Corporation will pay the following expenses directly and deduct the appropriate amounts from the award:

- (1) A plan and cost review (desk review), ordered by the credit underwriter from an independent third party, including a cost analysis that will serve as the basis for a check on the proposed scope of work for the project. The review will be required to evaluate the feasibility of the required features in Section Four, G. of the RFA, including construction, green building, accessibility, universal design and Visitability requirements requested by the Applicant in the Description of Intended Construction provided as **Attachment 11**;

- (2) Accessibility review – In credit underwriting the Applicant is required to provide a floor plan and other documentation needed for this review; and
 - (3) The credit underwriter reserves the right to assign a technical assistance provider to any Application in credit underwriting. If assigned, the provider will assist the Applicant as needed in formalizing the Development plans proposed in the response to this RFA and with the closing process.
- c. The following fees are eligible for reimbursement or direct payment from the grant funding:
- (1) Construction Inspection Fee – estimated to be \$668 for each site inspection and up to an additional \$167 per hour to process each draw by the credit underwriter. These fees will be due for each draw processed. Fees related to up to four (4) draws are eligible for reimbursement from the grant funding;
 - (2) Grant Commitment Fee: 1.0% of the amount of the final grant award, up to a maximum of \$2,000;
 - (3) Compliance Monitoring Fees - \$100 per year for 10 years (the affordability period). Additional fees may be required if site visits and follow up reviews are necessary; and
 - (4) Third-party fees:
 - (a) Estimated cost for an appraisal of an unincorporated property being purchased is \$600;
 - (b) Estimated cost for an appraisal of a 2-4 unit residential facility is \$1,000;
 - (c) Estimated cost for a Transaction Screen Process (ASTM Standard E 1528) is \$1,000;
 - (d) Estimated costs for property title report (Ownership and Encumbrance Report) is \$250;
 - (e) Estimated cost for the recording fees for the grant closing is \$250; and
 - (f) Estimated cost for the boundary survey is \$1,000.

- d. Non-reimbursable fees – the following fees are not eligible to be reimbursed to the Applicant from the grant funding:
- (1) Credit Underwriting Report Approval Deadline Extension Fee of \$250, if required, as further explained in Exhibit D, Part I, Item C.4.;
 - (2) Closing Extension Fee of \$250, if required, as further explained in Exhibit D, Part I, Item C.5.; and
 - (3) Grant funding expenditure Extension Fee of \$250, if required, as further explained in Exhibit D, Part I, Item C.6.

- K. All Applicants must provide a Description of Intended Construction as **Attachment 11**. The description should include any features desired by the Applicant.

The credit underwriter assigned will be responsible for ordering inspections and coordinating with the Applicant on the Applicant's priorities toward developing a scope of work (including cost of construction) to complete the credit underwriting report. All costs associated with all work, funding available to the proposed Development, the description of work provided by the Applicant, and the results of all inspections will be considered by the credit underwriter as the scope of work is developed.

1. To carry out such activities as credit underwriting, construction inspections and loan draws, compliance monitoring, and loan servicing fees will be assessed, as outlined in Section Four, J.2.c., of this RFA.
2. Sources of funding must equal or exceed expenses. However, if any funding shortfalls are discovered, the Applicant will be required to demonstrate during credit underwriting that it has secured adequate sources of funding to pay for all Development expenses. Sources of funding related to the value of in-kind donations of labor and/or materials will not be recognized in credit underwriting.
3. Any acquisition costs incurred earlier than 12 months prior to Application Deadline will not be allowed as part of total development costs nor will the value of the subject property be allowed. The maximum cost permitted will be the lesser of the actual allowed cost of acquisition, or the appraised value, as determined during credit underwriting. To document the cost of the property acquisition, the credit underwriter shall review the purchase contract, the closing settlement statement, and any other appropriate documentation indicating the cost. To document the appraised value of the property, the credit underwriter shall order and review an appraisal during the credit underwriting process. If an entity related to the Applicant is selling or has sold the property to the Applicant, the maximum cost of acquisition shall be the lesser of the Applicant's acquisition costs or the actual cost of acquisition incurred by the related entity in so far as the related entity's acquisition costs were incurred no earlier than 12 months prior to Application Deadline, in which case no acquisition costs will be allowed. Costs related to the value of in-kind donations of labor and/or materials will not be recognized in credit underwriting.
4. Developer overhead shall be limited to 10% of Development Cost.

5. The Maximum Eligible Funding Award Amount will be the amount of funding used for the Funding Selection Process; however, the actual amount of award may be less than the Maximum Eligible Funding Award Amount. 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 grant award based on needs determined in credit underwriting.

**SECTION FIVE
SCORING AND SELECTION PROCESS**

Mandatory Items and Items for which Points May Be Awarded:

| Mandatory Items |
|--|
| Submission Requirements Met |
| Demographic Commitment description |
| Contact information |
| Name of Applicant |
| Evidence Applicant is a legally formed entity qualified to do business in Florida |
| Evidence that since March 1, 2014, or earlier, the Applicant is a private Non-Profit organization |
| Evidence that since March 1, 2014, or earlier, the Applicant entity's primary mission includes serving Persons with Developmental Disabilities |
| Non-Profit Applicant entity owns at least 51% of ownership interest in Development |
| Non-Profit Applicant entity is receiving at least 50% of the Developer overhead |
| Name of Proposed Development |
| County where the proposed Development is or will be located |
| Development Type |
| Whether the proposed Development is a Community Residential Home or Supported Living Units |
| Whether the Development is Shared Housing |
| If Shared Housing, total number of Residents |
| Total Number of Units |
| Description of Intended Construction provided |
| Executed Applicant Certification and Acknowledgement (original signature in "Original Hard Copy") |
| Minimum of 60 points achieved |

| Items for which Points May Be Awarded | Maximum Points |
|---|-----------------------|
| Operating/Managing Permanent Supportive Housing Experience | 40 |
| Access to Community-Based Services and Amenities: | -- |
| Private Transportation (in Community Residential Homes only) | 24 |
| Groceries, education, household shopping, employment (in Community Residential Homes only) | 12 |
| Groceries, education, household shopping, employment (in Supported Living Units only) | 24 |
| Specific healthcare/supportive services needs of intended Residents (for both Community Residential Homes and Supported Living Units) | 24 |
| Other Best Practices that will be implemented (in Supported Living Units only) | 12 |
| | |
| Total Possible Points: | 100 |

- A. Sorting Order - All Applications may receive points up to the maximum outlined above. Applications that received at least 60 points and met all other Mandatory Items (“eligible Applications”) will be first be sorted by score from highest score to lowest score with a preference to select the Applicant with the highest score over one with a lower score. In the event that multiple Applications receive the same number of points, tie-breakers will be used in the following order to determine how these Applications are sorted in the funding selection process:
1. Qualifying Financial Assistance Preference – Applicants that can demonstrate use of cash loans, cash grants and/or cash on hand (“Cash Funding”) from local or other non-Corporation sources (all of which for purposes of this provision will be considered to be “Qualifying Financial Assistance”) will receive preference in the funding selection process if such sources are equal to at least 10 percent of the Applicants’ Maximum Eligible Funding Award Amount. Cash Funding must be listed at question J.1. of Exhibit A, and may include pending, approved, and received funding. If the Applicant qualifies for this preference and is awarded funding under this RFA, the Applicant must provide and maintain at least 10 percent of the Maximum Eligible Funding Award Amount in Qualifying Financial Assistance within the permanent sources of financing or the award will be withdrawn. Note: In-kind donations, donations of property or other assets, waivers of any fees, and any funding from the Corporation are not considered Qualifying Financial Assistance.
 2. Florida Job Creation Preference - Section 420.507, F.S., requires all of the Corporation’s competitive programs to include a preference for Applications that demonstrate the highest rate of Florida job creation in the development and construction of affordable housing.

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 Maximum Eligible Funding Award Amount.

Applications must have a Florida Job Creation score equal to or greater than 5.5 to qualify for the Florida Job Creation Ranking Preference.

- a. The Corporation will calculate the Rate of Florida Job Creation using the following formula:

Number of Units x 2.141 Florida Jobs per Unit x \$1,000,000 / Maximum Eligible Funding Award Amount = Florida Jobs per \$1 million Grant.

For example:

Application A consists of 1 new construction unit (with 6 Residents) and the Maximum Eligible Funding Award Amount is \$375,000.

$1 \times 2.141 \times 1,000,000 / 375,000 =$ Florida Job Creation score of 5.71.

- b. In the above example, Application A will qualify for the Job Creation Preference because it has a Florida Job Creation score that is equal to or more than 5.5.

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

B. Funding Selection

Funding Available: Up to \$7,000,000

Funding Test: All Applications will be subjected to the Funding Test. The Funding Test means that Applications will be selected for funding only if there is enough Funding available to fully fund the Maximum Eligible Funding Award Amount.

County Award Tally: As each Application is selected for tentative funding, the county where the proposed Development is located will have one (1) Application credited toward the County Award Tally.

In the funding selection process, all Community Residential Home Applications and Supported Living Unit Applications will be sorted together. The Corporation will prioritize eligible unfunded Applications that meet the Funding Test and have the lowest applicable County Award Tally above other eligible unfunded Applications with a higher County Award Tally that also meet the Funding Test, even if the Applications with a higher County Award Tally are higher ranked.

For instance, Application 1 and Application 2 are the only eligible unfunded Applications that meet the Funding Test. Application 1 is higher ranked than Application 2 and has a County Award Tally of 1. Although Application 2 is lower ranked than Application 1, it has a County Award Tally of 0, and therefore Application 2 will be selected for funding.

Sorting Order: All eligible Applications will be sorted from highest score to lowest score, applying tie-breakers in the order described in Section Five, A. above.

Selection Process: The first Application selected for funding will be the highest scoring eligible Application that has a County Award Tally that is less than or equal to all other eligible unfunded Applications. After the first Application is selected for funding, the next highest scoring eligible Application(s) will be selected for funding, provided the Application (i) can meet the Funding Test, and (ii) has a County Award Tally that is less than or equal to all other eligible unfunded Applications that also meet the Funding Test.

If none of the eligible unfunded Applications meet the Funding Test, then the remaining funding will be awarded to the highest scoring eligible unfunded Application, subject to the County Award Tally, provided that there is enough funding remaining to fund at least 90 percent of the Applicant's Maximum Eligible Funding Award Amount ("90% Test"). If an Application is selected for funding because it meets the 90% Test but could not be fully funded, the Applicant will be required to demonstrate in credit underwriting that it can secure enough sources to pay for all expenses. If none of the unfunded eligible Applications meet the 90% Test, no further Applications will be considered for funding. All remaining eligible Applications will be listed in the ranked order, which will be deemed the Ranked Waiting List.

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

SECTION SIX AWARD PROCESS

- A. The Corporation's Executive Director will appoint a staff review Committee. Each member of the review Committee will be assigned a certain part or parts of each Application to review and score, consulting with non-committee Corporation staff and legal counsel as necessary and appropriate.
- B. The Committee shall conduct at least one public meeting during which the Committee members may discuss their evaluations, select Applicants to be considered for award, and make any scoring adjustments deemed necessary to best serve the interests of the Corporation's mission. The Committee will list the Applications deemed eligible for funding in order from highest total score to lowest total score, applying the tie-breaker criteria, and then the funding selection criteria outlined in Section Five 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.
- D. After the Board approves preliminary awards, the Corporation shall provide notice of its decision, or intended decision, for this RFA on the Corporation's Website the day of the applicable Board vote. After posting, an unsuccessful Applicant may file a notice of protest and

a formal written protest in accordance with Section 120.57(3), Fla. Stat., et. al. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., et. al., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

- E. At the resolution of any resulting litigation, if any, each approved Application will be sent a Corporation letter of preliminary award outlining information that will need to be provided by the Applicant and the applicable deadlines as described in Part I, items A. and B. of Exhibit D. Once the Applicants meet those deadlines, they may be invited into credit underwriting. Credit underwriting reports for each preliminary award will be sent to the Board for final consideration. Notwithstanding a preliminary award by the Board pursuant to this RFA, funding will be subject to a positive recommendation from the Credit Underwriter based on criteria outlined in the credit underwriting provisions in Exhibit D.

Exhibit A to RFA 2015-105 - Application

The Applicant must provide a completed Application found in Exhibit A to RFA 2015-105, along with all applicable attachments thereto, including the applicable certification. The 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. **The Applicant should read Section Four of this RFA to find additional guidance in answering questions.**

A. Applicant Certification and Acknowledgement (Mandatory)

The Applicant must sign the Applicant Certification provided in Exhibit B acknowledging and certifying to all statements made in that exhibit, and provide as **Attachment 1**. The Original Hard Copy of the Application must contain the original signature of the Applicant (blue ink is preferred).

B. Persons with Developmental Disabilities Demographic Commitment (Mandatory)

As further explained in Section Four, B. provide a detailed description of the intended Residents' characteristics, Supportive Housing needs and preferences. Include a detailed description of how the proposed Development will meet the needs and preferences of the intended Residents. The Applicant's description(s) is limited to no more than four (4) typed pages within the text box below.

[Click here to enter text.](#)

C. Applicant Information (Mandatory)

1. Provide the Contact Person information requested below:

First Name: [Click here to enter text.](#)

Middle Initial: [Click here to enter text.](#)

Last Name: [Click here to enter text.](#)

Street Address: [Click here to enter text.](#)

City: [Click here to enter text.](#)

State: [Click here to enter text.](#)

Zip: [Click here to enter text.](#)

Telephone: [Click here to enter text.](#)

Facsimile: [Click here to enter text.](#)

E-Mail Address: [Click here to enter text.](#)

Relationship to Applicant: [Click here to enter text.](#)

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

2. Provide the Applicant entity's name:

[Click here to enter text.](#)

(Notes: The site control documents must reflect this name. No more than two (2) Applications may be submitted by the same Applicant entity.)

Provide the IRS determination letter demonstrating that the Applicant entity has been a private Non-Profit organization under 501(c)(3) or 501(c)(4) of the IRC since March 1, 2014, or earlier as **Attachment 2**.

Provide the Non-Profit Applicant's Articles of Incorporation or IRS Form 990 that was submitted to the IRS for the 2012 tax year demonstrating that, since March 1, 2014, or earlier, the Applicant entity's primary mission includes serving Persons with Developmental Disabilities as **Attachment 3**.

Provide evidence that the Applicant is a legally formed entity qualified to do business in Florida as of the Application Deadline as **Attachment 4**.

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

Yes No

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

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

Yes No

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

Yes No

D. Operating/Managing Permanent Supportive Housing Experience (Up to 40 Points)

As further explained in Section Four, D., describe the Applicant's or management company's experience in operating and managing Permanent Supportive Housing, including performing operations and management functions specific to the needs of the intended Residents described in question B. of Exhibit A. Providing only a list of Permanent Supportive Housing Developments and/or Units will not be a sufficient description of experience for any Applicant or the management company. The Applicant's description(s) is limited to no more than four (4) typed pages within the text box below.

[Click here to enter text.](#)

E. General Development Information (Mandatory)

1. State the name of the proposed Development:

[Click here to enter text.](#)

2. Indicate the county where the proposed Development will be located:

[Choose a county.](#)

3. The Development Category must be new construction.

4. Development Location:

The Applicant should state (i) the address number, street name, and name of city and/or (ii) the street name, closest designated intersection, and either name of city or unincorporated area of county for the proposed Development in the space provided, if known.

[Click here to enter text.](#)

5. Is the proposed Development a Community Residential Home or does it consist of Supported Living Units?

Community Residential Home Supported Living Units

6. Select the Development Type(s) of the proposed Development.

[Choose an item.](#)

7. Is the Applicant proposing to develop Shared Housing, as defined in Exhibit C?

Yes No

8. If the Applicant is proposing a Community Residential Home or a Supported Living Unit(s) that is Shared Housing, how many total Residents, as defined in Exhibit C, are or will be living in the proposed Development? [Click here to enter text.](#)

9. How many total Units are in the proposed Development? [Click here to enter text.](#)

F. Set-Aside Commitments requirements are stated in Section Four, F.

G. Required Design and Construction Features requirements are stated in Section Four, G.

H. Resident Community-Based Services Coordination requirements are stated in Section Four, H.

I. Access to Community-Based Services and Resources (Maximum 60 Points):

As specified in each section below, provide a description of the Applicant's plan to provide access to general community services including retail stores, recreation venues, and educational opportunities, as well as specific supportive services and resources that address the needs of the intended Residents, including healthcare centers and job-skills programs.

All Applicants proposing Community Residential Homes may be awarded points for providing information regarding access to community-based services and resources outlined in 1. below.

All Applicants proposing Supported Living Unit may be awarded points for providing information regarding access to community-based services and resources outlined in 2. below.

1. Applicants proposing Community Residential Homes:

- a. Private Transportation for Residents of Community Residential Homes (Up to 24 points)

As further explained in Section Four, I.1.a., Applicants proposing Community Residential Homes may also be awarded up to 24 points by providing a description of the private transportation services that are offered.

The Applicant's description(s) is limited to no more than four (4) typed pages within the text box below. Up to three (3) additional pages of appropriate exhibits, not created by the Applicant, may be provided as **Attachment 5** to supplement the description(s).

[Click here to enter text.](#)

- b. Access to Groceries, Education, Household Shopping, and Employment for Residents in Community Residential Homes (Up to 12 Points)

As further explained in Section Four, I.1.b., describe the general community-based services and resources that will be accessible to Residents, such as shopping for groceries, medicine, clothing, and other household and personal items.

The Applicant's description(s) is limited to no more than four (4) typed pages within the text box below. Up to three (3) additional pages of appropriate exhibits, not created by the Applicant, may be provided as **Attachment 6** to supplement the description(s).

[Click here to enter text.](#)

- c. Access to Specific Healthcare and/or Supportive Services Needs of Intended Resident in Community Residential Homes (Up to 24 Points)

As further explained in Section Four, I.1.c., describe access to community-based resources and services to address the specific healthcare and/or supportive services needs of each intended Resident described in question B. of Exhibit A, including, but not limited to, health and dental care, wellness programs, supported living coaching, counseling, and education or training.

The Applicant's description(s) is limited to no more than four (4) typed pages within the text box below. Up to three (3) additional pages of appropriate exhibits, not created by the Applicant, may be provided as **Attachment 7** to supplement the description(s).

[Click here to enter text.](#)

2. Applicants proposing Supported Living Units

- a. Access to Groceries, Education, Household Shopping, and Employment for Residents in Supported Living Units (Up to 24 Points)

As further explained in Section Four, I.2.a., describe the general community-based services and resources that will be accessible to Residents, such as shopping for groceries, medicine, clothing, and other household and personal items.

The Applicant's description(s) is limited to no more than four (4) typed pages within the text box below. Up to three (3) additional pages of appropriate exhibits, not created by the Applicant, may be provided as **Attachment 8** to supplement the description(s).

[Click here to enter text.](#)

- b. Access to Specific Healthcare and/or Supportive Services Needs of Intended Resident in Supported Living Units (Up to 24 Points)

As further explained in Section Four, I.2.b., describe access to community-based resources and services to address the specific healthcare and/or supportive services needs of each intended Resident described in question B. of Exhibit A, including, but not limited to, health and dental care, wellness programs, supported living coaching, counseling, and education or training.

The Applicant's description(s) is limited to no more than four (4) typed pages within the text box below. Up to three (3) additional pages of appropriate exhibits, not created by the Applicant, may be provided as **Attachment 9** to supplement the description(s).

[Click here to enter text.](#)

- c. Other Best Practices that will be implemented in Supported Living Units (Up to 12 Points)

As further explained in Section Four, I.2.c., list and describe Best Practices not described above that will be implemented by the Applicant that have been found to promote and facilitate Residents' full inclusion in their community.

The Applicant's description(s) is limited to no more than four (4) typed pages within the text box below. Up to three (3) additional pages of appropriate exhibits, not created by the Applicant, may be provided as **Attachment 10** to supplement the description(s).

[Click here to enter text.](#)

J. Funding

1. To qualify for the Qualifying Financing Assistance Preference, the Applicant must state the amount of cash loans, cash grants and/or cash on hand (“Cash Funding”) from local or other non-Corporation sources (e.g., “Qualifying Financial Assistance”):
 - a. The Applicant has received* the following amount to be used as a source of funding for the proposed Development: \$ [Click here to enter text.](#)
 - b. The following amount is an approved* source to be used as a source of funding for the proposed Development: \$ [Click here to enter text.](#)
 - c. The following amount is a pending* source to be used as a source of funding for the proposed Development: \$ [Click here to enter text.](#)
 - d. The total amount of Cash Funding is (a. + b. + c.) \$ [Click here to enter text.](#)

If the amount in d. is equal to at least 10 percent of the Applicants’ Maximum Eligible Funding Award Amount, the Applicant will receive preference in the funding selection process.

*Received Cash Funding represents funding that the Applicant has collected and either deposited or used to pay for acquisition pursuant to Section Four, K.3. Approved Cash Funding represents funding that the provider of the funds has committed or agreed to provide, but the Applicant has not yet received. Pending Cash Funding represents all sources of funding the Applicant believes will be obtained, but which have not yet been committed to the Applicant. If the Applicant is awarded funding in this RFA, all sources of funding, including the above stated minimums, must be in the form of cash received, cash spent on approved Development Costs and/or land acquisition, and/or firm commitments from a funds provider that has demonstrated the capacity to fund by the time the credit underwriting report is finalized.

2. The Maximum Eligible Funding Award Amount will be determined by the Corporation as described in Section Four, J.

K. Description of Intended Construction (Mandatory)

Applicants must provide a Description of Intended Construction as **Attachment 11**.

Exhibit B to RFA 2015-105 - Applicant Certification and Acknowledgement

1. The Applicant acknowledges and certifies that within 90 Calendar Days of the date of the Corporation letter of preliminary award, the Applicant must submit:
 - (a) All site control documentation as stated in Part I. Item A of Exhibit D*; and
 - (b) All Ability to Proceed documentation as stated in Part I. Item B of Exhibit D. THIS PROCESS OFTEN TAKES LONGER THAN ANTICIPATED. APPLICANTS ARE STRONGLY ADVISED TO BEGIN THIS PROCESS AS EARLY AS POSSIBLE.

An invitation to credit underwriting will not be issued until these requirements are met.

*As stated in Part I. Item A of Exhibit D, failure to demonstrate site control by the stated deadline shall result in the withdrawal of the Corporation letter of preliminary award.

2. The Applicant acknowledges and certifies that the following information will be provided by the due date outlined below, 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.
 - a. Within seven (7) Calendar Days of the date of the invitation to enter credit underwriting, the Applicant must respond to the invitation. The Corporation will then submit the credit underwriting fee and deduct the expense from the Maximum Eligible Funding Award Amount as outlined in Section Four, J. above.
 - b. Within 14 Calendar Days of the date of the invitation to enter credit underwriting, Applicants shall submit IRS Tax Information Authorization Form 8821 for all Financial Beneficiaries to the Corporation.
 - c. By April 29, 2016 the Applicant must provide a Transaction Screen Process (TSP) report in accordance with ASTM Practice E 1528 standards for the entire Development site as further explained in Part I, Item C.3 of Exhibit D.
 - d. The credit underwriting report must be approved by the Board by the first Board meeting on or after August 31, 2016, unless a written extension of time has been approved by the Corporation as explained in Part I. Item C.4. of Exhibit D. In the event that the extension is granted, extension fees will be assessed as outlined in the fee section of Section Four, J.
 - e. All grant funding must close by November 30, 2016. Applicants may request one (1) extension of up to 3 months as explained in Part I. Item C.5. of Exhibit D. In the event that the extension is granted, extension fees will be assessed as outlined in the fee section of Section Four, J.

Exhibit B to RFA 2015-105 - Applicant Certification and Acknowledgement

- f. All grant funding must be expended by November 30, 2017. Applicants may request one (1) extension of up to 3 months, as explained in Part I. Item C.6. of Exhibit D. In the event that the extension is granted, extension fees will be assessed as outlined in the fee section of Section Four, J.
 - g. Other items that must be submitted during the credit underwriting process are set forth in Part I, Item D of Exhibit D.
3. By submitting this RFA, the Applicant acknowledges and certifies that all requirements of the RFA and commitments made by the Applicant will be provided for the proposed Development and its Residents. Failure to do so shall result in the withdrawal of the invitation to enter credit underwriting:
- a. All requirements set forth in the RFA and all commitments made by the Applicant will be met;
 - b. The information set forth in Exhibit D will be provided within the timeframes prescribed by the Corporation and/or the Credit Underwriter;
 - c. 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;
 - d. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees requested or required by the Corporation or Credit Underwriter;
 - e. All awardees must provide a properly completed and executed Accessibility form at the end of construction certifying that the completed Development includes the applicable accessibility, adaptability, Visitability and universal design features required by the Corporation and proposed by the Applicant;
 - f. As a condition of the acceptance of funding, all awardees may be required to cooperate with the Corporation or any contractors affiliated with the Corporation in the evaluation of the effectiveness of Permanent Supportive Housing provided through this RFA. The Corporation is interested in collecting evidence to demonstrate the extent to which these Developments meet expected outcomes;
 - g. All awardees may be subject to compliance monitoring visits during the affordability period;

Exhibit B to RFA 2015-105 - Applicant Certification and Acknowledgement

- h. The Applicant developing Community Residential Homes shall commit to license the Community Residential Home for 6 or fewer Residents for the entire affordability period. The Applicant shall submit a hard copy of the facility's license to the Corporation within 30 calendar days from the date the license is issued by the licensing agency. The Applicant shall also submit all subsequent renewal Community Residential Homes facility licenses to the Corporation with each annual Continuing Program Compliance self-certification submitted. A current license shall be available on-site for compliance monitoring visits during the affordability period;
- i. The Applicant has read all applicable Corporation rules and provisions governing this RFA and has read the instructions for completing this RFA and will abide by the applicable Florida Statutes and the credit underwriting and program provisions outlined in the RFA;
- j. When eliciting information from third parties required by this RFA and/or included in this Application, the Applicant has provided such parties' information that accurately describes the Development. 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;
- k. The Applicant's commitments will be included in the Restrictive Covenant and Grant Agreement and must be maintained in order for the Development to remain in compliance, unless the Board approves a change; and
- l. No more than two (2) Applications from the same Applicant entity can be submitted by the same Applicant entity. The Applicant understands that if more than two (2) Applications are submitted from the same Applicant entity, all Applications submitted from the Applicant entity will be considered withdrawn, even if the Application(s) had been selected for funding and has entered into credit underwriting.

Exhibit B to RFA 2015-105 - Applicant Certification and Acknowledgement

- m. 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.

Exhibit C to RFA 2015-105 - Definitions

DEFINITIONS

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| “Address” | The address number, street name and city or, at a minimum, the street name, closest designated intersection, and whether or not the Development is located within a city or in the unincorporated area of the county. If located within a city, include the name of the city. |
| “Affiliate” | Any person that, (i) directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Applicant or Developer, (ii) serves as an officer or director of the Applicant or Developer or of any Affiliate of the Applicant or Developer, (iii) directly or indirectly receives or will receive a financial benefit from a Development, excluding third party lenders, third party management agents or companies, third party service providers, credit enhancers regulated by a state or federal agency, or contractors whose total fees are within the limit described in Exhibit D of the RFA, or (iv) is the spouse, parent, child, sibling, or relative by marriage of a person described in (i), (ii) or (iii) above. |
| “Bedroom” | A sleeping area of a Unit for one (1) Resident with usable floor space that is under a ceiling which is not less than 7 feet, 6 inches in height. When determining usable floor space, an alcove or any other part of the room that does not have at least a 7-foot horizontal dimension shall be excluded. Bedrooms shall have no less than 65 square feet of usable floor space per Resident, including closets. |
| “Best Practice” | A program, activity or strategy that has been field tested and has been shown to work effectively and produce successful outcomes and is supported by subjective and objective evaluation and research. |
| “Calendar Days” | The seven (7) days of the week. For computing any period of time allowed by this RFA, the day of the event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. |
| “Committee” | The review committee composed only of employees of the Corporation. |
| “Compliance Period” | A period of time that the Development shall conform to all set-aside requirements as described further in this RFA and agreed to by the Applicant in the Application. |
| “Community Residential Home” or “CRH” | Per section 419.001, F.S., means a dwelling Unit licensed to serve Residents who are clients of the Agency for Persons with Disabilities, which provides a living environment for unrelated Residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the Residents. For the purpose of this RFA, Community Residential Homes shall be limited to homes serving no more than six (6) persons and |

shall be licensed by the Agency for Persons with Disabilities pursuant to section 393.393.067, F. S., and section 65G-2.012, F.A.C.

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| “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 venture, or partnership which possesses the requisite skill, experience, and credit worthiness to successfully produce affordable housing as required in the Application. |
| “Development” | Project, consisting of any work or improvement located or to be located in the state, including real property, buildings, and any other real and personal property, designed and intended for the primary purpose of providing decent, safe, and sanitary Residential housing for persons or families, through new construction together with such related nonhousing facilities as the corporation determines to be necessary, convenient, or desirable, as defined in Section 420.503(33), F.S. |
| “Development Cost” | The total of all costs incurred in the completion of a Development excluding Developer overhead and total land cost. |
| “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. |
| “Executive Director” | The Executive Director of the Corporation. |
| “Extremely Low Income” or “ELI Household” | 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. |
| “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 Exhibit D of this RFA. |

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| “General Contractor” | A person or entity duly licensed in the state of Florida with the requisite skills, experience and credit worthiness to successfully provide the units required in the Application, and which meets the criteria described in Part III of Exhibit D of this RFA. |
| “Non-Profit” | A qualified non-profit entity as defined in Section 42(h)(5)(C), subsection 501(c)(3) and 501(c)(4) of the IRC and organized under Chapter 617, F.S., if a Florida Corporation, or organized under similar state law if organized in a jurisdiction other than Florida, to provide housing and other services on a not-for-profit basis, which owns at least 51 percent of the ownership interest in the Development held by the general partner or managing member entity, which shall receive at least 50 percent of the Developer overhead, and which entity is acceptable to federal and state agencies and financial institutions as a Sponsor for affordable housing. A Non-Profit entity shall own an interest in the Development, either directly or indirectly; shall not be affiliated with or controlled by a for-profit Corporation; and shall materially participate in the development and operation of the Development throughout the total Compliance Period as stated in the Restrictive Covenant and Grant Agreement. |
| “Permanent Supportive Housing” | For purposes of this RFA, affordable rental housing that is leased for continued occupancy for as long as the tenant complies with lease requirements, or in the case of respite care, for as long as the tenant complies with the lease/contract requirements. The lease/contract 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 focus households. |
| “Person with a Developmental Disability” | Means a person with a developmental disability as provided in section 393.063(9), F.S. (2014), with a disorder or syndrome that is attributable to intellectual disability, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely”. Note: Earlier versions of the statute used the term “mental retardation” in defining “developmental disability”. In 2013, the legislature amended the definition by substituting the term “intellectual disability” in place of “mental retardation”. For purposes of this RFA, the use of the term “mental retardation” in any application or documents submitted by an Applicant in response to this RFA will be accepted for purposes of this definition. |

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| “Principal” | Means 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” | Development as defined above. |
| “Restrictive Covenant and Grant Agreement” | An agreement which sets forth the set-aside requirements and other Development requirements under a Corporation program. |
| “Resident” | Person living in the Unit who is a Person with a Developmental Disability. |
| “Scattered Sites” | As applied to a single Development, means a Supported Living Unit Development site that, when taken as a whole, is comprised of real property that is not contiguous (each such non-contiguous site within a Scattered Site Development, a “Scattered Site”). For purposes of this definition “contiguous” means touching at a point or along a boundary. Real property is contiguous if the only intervening real property interest is an easement, provided the easement is not a roadway or street. Each Unit of a proposed Supported Living Unit Scattered Site Development must be in the same county and within a two mile radius of the other Units in the proposed Development. For purposes of this RFA, a proposed Development consisting of a Community Residential Home cannot be Scattered Sites. |
| “Shared Housing” | A rental dwelling unit that is shared by Persons with Developmental Disabilities who are not related or significant others. Each Resident must have non-exclusive access to shared living space, consisting at a minimum of a kitchen and a living/dining area. 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. |
| “Supported Living Services” | The provision of supports necessary for a Person with Developmental Disabilities, who is at least 18 years old, to establish, live in and maintain a home of their choosing in the community. This includes supported living coaching and other supports. These services may include assistance with locating appropriate housing, the acquisition, retention or improvement of skills related to activities of daily living such as personal hygiene and grooming, household chores, meal preparation, shopping, personal finances, and the social and adaptive skills necessary to enable persons to reside on their own. For the purposes of this RFA, a person’s eligibility to receive |

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| | Supportive Living Services is determined by the Florida Agency for Persons with Disabilities. |
| “Supported Living Unit” | For the purposes of this RFA, a Supported Living Unit means a rental dwelling unit that is owned and operated by a private, Non-Profit organization that operates and manages rental housing for the purposes of leasing to Persons with Developmental Disabilities who are determined by the Florida Agency for Persons with Disabilities to be eligible to receive Supported Living Services. The Supported Living Unit shall not be a licensed group home or facility, but shall have an approved housing setting survey as established per Rule 65G-5.004, F.A.C. It shall not be owned by an organization that provides community-based supportive services to Persons with Developmental Disabilities. If Shared Housing, each Resident must have their own bedroom that has a locking door. |
| “Total Development Cost” | The total of all costs incurred in the completion of a Development, all of which shall be subject to the review and approval by the Credit Underwriter and the Corporation pursuant the RFA. |
| “Unit” | A single family home or one set of living quarters in a duplex, triplex, quadraplex, or apartment property. Units are those in which the occupants live separately from any other persons in the building and which have direct access from the outside of the building or through a common hall. The occupants may be a family, one person living alone, or any other group of related or unrelated persons who share living arrangements. For this RFA, Units may contain one or more separate Bedrooms rented separately by non-related persons, and a Community Residential Home is considered to be a Unit. |
| “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 D to RFA 2015-105 - Credit Underwriting and Program Requirements

Part I. Timeline for Providing Information to Corporation or Credit Underwriter

After Board action and the resolution of any resulting litigation, if any, the Corporation will send all successful Applicants a letter of preliminary award with the deadlines outlined in A. and B. below. An invitation to credit underwriting will not be issued until these requirements are met.

- A. Site Control must be successfully demonstrated within 90 Calendar Days of the date of the Corporation letter of preliminary award.

Failure to demonstrate site control by the deadline shall result in the withdrawal of the Corporation letter of preliminary award. Site Control documents are:

1. Recorded 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 10 years after the Application Deadline; or
3. Purchase contract, including any assignment as applicable, showing the Applicant as purchaser. Because the credit underwriting process can be lengthy, the Applicant should negotiate a closing date for the purchase that does not expire prior to a date that is six (6) months after the Application Deadline inclusive of extensions; 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.

- B. Ability to Proceed Documentation must be submitted within 90 Calendar Days of the date of the Corporation letter of preliminary award.

Ability to Proceed documents are:

1. Either the completed and executed (i) Florida Housing Finance Corporation Local Government Verification of Status of Site Plan Approval for Multifamily Developments form* to certify the status of site plan approval; or (ii) Florida Housing Finance Corporation Local Government Verification of Status of Plat Approval for Residential Developments form* to certify the status of plat approval;
2. The completed and executed Florida Housing Finance Corporation Local Government Verification that Development is Consistent with Zoning and Land Use Regulations form* to certify that the site is appropriately zoned for the proposed Development; and
3. Evidence from the Local Government or service provider, as applicable, confirming the availability of the following for the entire Development site, including confirmation that these items are in place: electricity, water, sewer service, and roads for the proposed Development. Such confirmation can be by submission of the completed and executed

Florida Housing Finance Corporation Verification of Availability of Infrastructure (Electricity, Water, Sewer, and Roads) forms* or by submission of a letter from the service provider which is dated within 12 months of the Application Deadline, is Development specific, and specifically states that the applicable service (electricity, water, sewer or roads) is available to the proposed Development.

* The required site plan, plat approval, zoning, and infrastructure forms (Form Rev. 11-14) are available on the Corporation's Website at <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2015-105/> (also accessible by clicking [here](#)).

- C. After an Applicant has successfully demonstrated both site control and Ability to Proceed by submitting the above documentation by the applicable deadlines, the Corporation will invite the Applicant into credit underwriting. The invitation will outline the following deadlines. Failure to provide the required information by the stated deadline shall result in the withdrawal of the invitation to credit underwriting.
1. Within seven (7) Calendar Days of the date of the invitation to enter credit underwriting, the Applicant must respond to the invitation.
 2. Within 14 Calendar Days of the date of the invitation to enter credit underwriting, Applicants must submit IRS Tax Information Authorization Form 8821 for all Financial Beneficiaries to the Corporation.
 3. By April 29, 2016, the Applicant must provide a Transaction Screen Process (TSP) report that has been completed by an environmental engineer in accordance with ASTM Practice E 1528 standards for the entire Development site. If the Development consists of any building constructed pre-1978, there must be a lead inspection or risk assessment with any necessary testing completed. If necessary, an appropriate remedial action plan must be determined, approved by the Credit Underwriter, and become part of the scope of work. If the TSP determines the need to test for asbestos or any other environmental concern, testing must be completed. If necessary, an abatement program must be developed and then approved by the Credit Underwriter to become part of the scope of work. If remediation and/or abatement is not adequately addressed or if the cost of its implementation is prohibitive within the scope of the Development, the award of funding will be rescinded.
 4. The credit underwriting report must be approved by the Board by the first Board meeting on or after August 31, 2016. Unless a written extension of time has been approved by staff or the Board, 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, staff 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 staff'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, staff's denial, and any credit underwriting report, if available, and make a determination of whether to grant the

requested extension. The Corporation shall charge a non-refundable extension fee of \$250 if the request to extend the commitment beyond the initial closing deadline is approved by either staff or the Board.

5. All grant funding must close by November 30, 2016. Applicants may request one (1) extension of up to 3 months. All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting an extension and shall detail the time frame to close the grant(s). Staff will consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant the requested extension. If staff determines to not recommend an approval of the extension request, the written request will then be submitted to the Corporation's Board for consideration. The Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant the requested extension. The Corporation shall charge a non-refundable extension fee of \$250 if the request to extend the commitment beyond the initial closing deadline is approved by either staff or the Board. In the event the funding does not close by the end of the extension period, the preliminary commitment or firm commitment for the funding, as applicable, will be deemed void and the funds will be de-obligated.
 6. All grant funding must be expended by November 30, 2017. Applicants may request one (1) extension of up to 3 months. All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting an extension and shall detail the time frame to close the grant(s). Corporation staff will consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant the requested extension. If staff determines to not recommend an approval of the extension request, the written request will then be submitted to the Corporation's Board for consideration. The Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant the requested extension. The Corporation shall charge a non-refundable extension fee of \$250 if the request to extend the commitment beyond the initial closing deadline is approved by either staff or the Board. In the event the funding is not expended 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.
- D. The Credit Underwriter will provide an itemized due diligence list for additional documentation needed to complete the credit underwriting report such as the following:
1. Applicants intending to have the Development operate as a Community Residential Home will be required to demonstrate at credit underwriting that they are or will adhere to licensing standards by the Florida Agency for Persons with Disabilities related to Community Residential Homes.
 2. The Applicant shall submit its Resident community based services coordination plan at credit underwriting, subject to the criteria provided in this RFA. If the Applicant intends to provide Resident community-based services coordination in conjunction with public

and/or private partnerships, the coordination and plan must be approved by the Corporation prior to approval of the final credit underwriting report.

3. 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 who 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.
 4. If the Applicant is developing a Community Residential Home, the Applicant shall submit a hard copy of the facility's license to the Corporation within 30 calendar days from the date the license is issued by the licensing agency.
- E. The Applicant must demonstrate it is meeting all of the criteria committed to within the RFA either at time of application, credit underwriting, or executed closing agreements, as applicable.

Part II. Credit Underwriting Procedures

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

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

1. At the completion of all litigation and approval by the Board of all final agency action as defined in the Administrative Procedure Act, Chapter 120, Florida Statutes with regard to this RFA, the Corporation shall offer all Applicants within the funding range an invitation to enter credit underwriting. The Corporation shall select the Credit Underwriter for each Development.
2. The invitation to enter credit underwriting constitutes a preliminary commitment for the Grant Funding.
3. A response to the invitation to enter credit underwriting must be received by the Corporation and the Credit Underwriter not later than seven (7) Calendar Days after the date of the invitation. For any invitation to enter credit underwriting that is offered to an Applicant after Board approval of the list of Applications that is sorted from highest funding preference to lowest, where the Applicant's response is to decline to enter credit underwriting, the result shall

be the removal of the Application's eligibility for funding for this RFA and any other funding where that list of eligible Applications will be used.

4. The Credit Underwriter shall review all information in the Application and subsequently provided during the credit underwriting process, including information relative to the Applicant, Developer, and General Contractor, as applicable, as well as other members of the Development team. The Credit Underwriter shall also request and review such other information as it deems appropriate to determine whether or not to provide a positive recommendation in connection with a proposed Development. A General Contractor is necessary when new construction is part of the development scope for the Development.
5. 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.
6. The Credit Underwriter shall report any inconsistencies, discrepancies or changes made to the Applicant's Application during credit underwriting.
 7. The Applicant will be responsible for all fees in connection with the documentation submitted to the Credit Underwriter.
 8. 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.
 9. If the scope of the Development includes property acquisition, an appraisal shall be ordered by the Credit Underwriter, at the Applicant's expense, from an appraiser qualified for the geographic area and development type not later than completion of credit underwriting. 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.

10. The Corporation's assigned Credit Underwriter shall require a guaranteed maximum price, 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.
11. The Applicant must provide the process, including dollar amounts, of how the Development will address capital replacement reserves, real estate taxes, and insurance coverages for review by the Credit Underwriter.
12. The Credit Underwriter may request additional information, but at a minimum, the following will be required during the underwriting process:
 - a. For the Applicant and any applicable general partner(s) and guarantors, financial statements either audited, compiled or reviewed by a licensed Certified Public Accountant for the most recent fiscal year ended, credit check, banking and trade references, and deposit verifications. If financial statements that are either audited, compiled or reviewed by a licensed Certified Public Accountant are not available, unaudited financial statements prepared within the last 90 days and reviewed by the Credit Underwriter and the two most recent years' tax returns. If any of the applicable entities are newly formed (less than 18 months in existence as of the date that credit underwriting information is requested), a copy of any and all tax returns with related supporting notes and schedules. The financial statements and information provided for review should be in satisfactory form (inclusive of the substitution of the Multifamily Underwriting Certificate referenced in Section 407 with a similar certification meeting the same criteria) and shall be reviewed in accordance with Part IIIA, Sections 401 through 408 and 410, of Fannie Mae's Multifamily Selling and Servicing Guide, in effect as of June 10, 2015, which is available on the Corporation's Website at <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2015-105/> (also accessible by clicking [here](#)); and
 - b. For the General Contractor, if applicable, financial statements either audited, compiled or reviewed by a licensed Certified Public Accountant for the most recent fiscal year ended, credit check, banking and trade references, and deposit verifications.
13. For Grant Funding, 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.

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

- a. The Developer overhead shall be limited to 10 percent of Development Cost; and
- b. The General Contractor's fee shall be limited to a maximum of 18 percent of the actual construction cost.

- 15. 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 have them be issued in the name of the General Contractor;
- d. Ensure that none of the General Contractor duties to manage and control the construction of the Development are subcontracted;
- e. Ensure that not more than 20 percent of the construction cost is subcontracted to any one entity, unless otherwise approved by the Board for a specific Development. With regard to said approval, the Board shall consider the facts and circumstances of each Applicant's request, inclusive of construction costs and the General Contractor's fees; and
- f. Ensure that no construction cost is subcontracted to any entity that has common ownership or is affiliated with the General Contractor unless otherwise approved by the Board for a specific Development. With regard to said approval, the Board shall consider the facts and circumstances of each Applicant's request, inclusive of construction costs and ownership interests in the Development.

- 16. Contingency reserves are limited to the combined maximum hard and soft cost contingencies. Hard costs are considered to be actual construction costs and hard cost contingencies are limited to 5 percent of any new construction costs provided within the actual construction cost category. Soft costs are considered to be general development costs and soft cost contingencies are limited to 5 percent of the total general development costs category. These limited contingency reserves may be included within the Total Development Cost for application and credit underwriting purposes.

17. 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.
18. All items required for the Credit Underwriter's Credit Underwriting Report must be provided in a timely manner in order for the Credit Underwriting Report to be approved by the Board by the first Board meeting on or after May 13, 2016. 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.
19. 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.
20. The Credit Underwriter's grant recommendations will be sent to the Board for approval.
21. The Corporation shall issue a firm grant commitment within seven (7) Calendar Days after approval of the Credit Underwriter's recommendation for funding by the Board.
22. At least five (5) Calendar Days prior to any grant closing:
 - a. The Applicant must provide evidence of all necessary consents or required signatures from first mortgagees or subordinate mortgagees to the Corporation and its counsel; and
 - b. The Credit Underwriter must have received all items necessary to release its letter confirming that all closing contingencies have been met, including the finalized sources and uses of funds and Draw schedule.
23. 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 17 above.

24. All contracts for hard or soft Development Costs must be itemized for each cost component.

Part III. Program Procedures and Requirements for Grant Funding

1. General Program Procedures:

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

- (5) Has been convicted of a felony;

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

- e. A Development will be withdrawn from funding if, at any time, the Board determines that the Applicant's Development or Development team is no longer the Development or Development team described in the Application or to the Credit Underwriter, and the changes made are prejudicial to the Development or to the market to be served by the Development.
- f. If an Applicant or Developer or any Principal, Affiliate or Financial Beneficiary of an Applicant or a Developer has any existing Developments participating in any Corporation programs that remain in non-compliance with applicable loan documents and use restriction agreements, and any applicable cure period granted for correcting such non-compliance has ended as of the time of submission of the Application or at the time of issuance of a credit underwriting report, the requested allocation will, upon a determination by the Board that such non-compliance substantially increases the likelihood that such Applicant or Developer will not be able to produce quality affordable housing, be denied and the Applicant or Developer and the Affiliates of the Applicant or Developer will be prohibited from new participation in any of the Corporation's programs until such time as all of their existing Developments participating in any Corporation programs are in compliance.
- g. Notwithstanding any other provisions of this RFA, the following items as identified by the Applicant in the Application of the RFA must be maintained and cannot be changed by the Applicant after the Application deadline unless provided otherwise below:
 - (1) Development Category;
 - (2) Development Type;
 - (3) Demographic Commitment;
 - (4) Funding Request Amount, exclusive of adjustments by the Corporation as outlined in this RFA;
 - (5) Total number of units as set forth in the Application with the exception that the total number of units may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation. The increased units are

subject to the Income Set-Aside Commitment and ELI Commitment as set forth in the RFA and Application; and

- (6) The Income Set-Aside Commitment and the ELI Commitment as set forth in the RFA and Application.

h. Total Development Cost includes the following:

- (1) The cost of acquiring real property and any buildings thereon, including payment for options, deposits, or contracts to purchase properties;
- (2) The cost of site preparation, demolition, and development;
- (3) Fees in connection with the planning, execution, and financing of the Development, such as those of architects, engineers, attorneys, accountants, Developer overhead, and the Corporation;
- (4) The cost of studies, surveys, plans, permits, insurance, interest, financing, tax and assessment costs, and other operating and carrying costs during construction or reconstruction of the Development;
- (5) The cost of the construction 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 of the Development.

2. Grant Funding:

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

a. Grant Funding Terms and Conditions:

- (1) The Grant Funding shall be revocable if the Grant Funds were used for any purpose not permitted under the RFA or grant agreement or if the Grant Funds were awarded or disbursed to the Grantee based upon fraud or misrepresentation committed by the Grantee during the Compliance Period.

- (2) The Grant Funding shall be serviced either directly by the Corporation or by the servicer on behalf of the Corporation.
- (3) The Corporation shall monitor compliance of all terms and conditions of the Grant Funding and shall require that certain terms and conditions be embodied in the Restrictive Covenant and Grant Agreement and recorded in the public records of the county wherein the Development is located. Violation of any material term or condition of the documents evidencing or securing the Grant Funding shall constitute a default during the term of the grant. The Corporation shall take appropriate legal action to effect compliance if a violation of any material term or condition relative to the set-asides of units is discovered during the course of compliance monitoring or by any other means.
- (4) The Corporation shall require adequate insurance to be maintained on the Development as determined by the first mortgage lender, the Corporation, or the Corporation's servicer, which shall meet the standards established in Part IIIA, Section 322 of the Fannie Mae Multifamily Selling and Servicing Guide, effective February 3, 2014, as updated, which is available on the Corporation's Website at <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2015-105/> (also accessible by clicking [here](#)). Insurance will be reviewed at the time of credit underwriting and then certified by the Applicant annually thereafter.
- (5) All Grant Funding shall be in conformance with applicable federal and state statutes, including the Fair Housing Act as implemented by 24 CFR Part 100 and Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, which is available on the Corporation's Website at <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2015-105/> (also accessible by clicking [here](#)). The Corporation shall allow units dedicated to occupancy by the Elderly in a Development designed for occupancy by elderly households pursuant to authorization by HUD under the Fair Housing Amendments of 1988 as implemented by 24 CFR Part 100.
- (6) Rent controls for the Income and ELI Commitment Set-Aside units shall be restricted at the level applicable for federal competitive housing credits in accordance with Section 42 of the Internal Revenue Code. The Multifamily Rental Programs Rent Limits (updated each year) can be used to determine the maximum rents under this grant funding that may be charged for Units where an applicable utility allowance shall be deducted from these maximum amounts. 2015 Income Limits and Rent Limits chart is provided on the Corporation website at http://www.floridahousing.org/FH-ImageWebDocs/PropertyOwnersAndManagers/IncomeLimits/025-2015%20Income%20Limits/001-2015_Combined_Income_Limits_&_Rent_Limits_by_County_-_FHFC_Rental_Programs_3-6-2015.pdf (also accessible by clicking [here](#)).

- (7) The documents creating, evidencing or securing the Grant Funding must provide that any violation of the terms and conditions described in this RFA, constitutes a default under the Grant Funding documents allowing the Corporation to accelerate its grant agreement and to seek any legally available remedies.
- (8) The Compliance Period for a Development funded with Grant Funding shall be as stated in the RFA, but at a minimum, a period of time equal to 10 years from the date the first Residential unit is occupied. For Developments that contain occupied units at the time of closing, the Compliance Period shall begin no later than the termination of the last lease executed prior to closing of the Grant Funding.
- (9) If a guarantor(s) is considered necessary by the Credit Underwriter and unless and until a guarantor's obligations for Grant Funding are terminated as approved in writing by the Corporation or its servicer, the guarantor(s) shall furnish to the Corporation or its servicer financial statements as provided in Part II, 13. (a) in this Exhibit (as the Corporation or its servicer may reasonably request).

b. Sale, Transfer or Refinancing of a Development with Grant Funding:

- (1) Any sale, conveyance, assignment, or other transfer of interest or the grant of a security interest in all or any part of the title to the Development other than a superior lien to the Restrictive Covenant and Grant Agreement, shall be subject to the Corporation's prior written approval. The Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant such request.
- (2) The Grant Funding shall be assumable upon sale or transfer of the Development if the following conditions are met:
 - (a) The proposed transferee meets all specific Applicant identity criteria which were required as conditions of the original Grant Funding;
 - (b) The proposed transferee agrees to maintain all set-asides and other requirements of the grant for the period originally specified or longer; and
 - (c) The proposed transferee and release of transferor receives a favorable recommendation from the Credit Underwriter and approval by the Board of Directors of the Corporation.

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

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

c. Grant Funding Disbursements:

- (1) Grant proceeds shall be disbursed during the construction phase in an amount per Draw which does not exceed the ratio of the grant to the Total Development Cost, unless approved by the Credit Underwriter.
- (2) Ten (10) business days prior to each Draw, the Applicant shall supply the Corporation's servicer, as agent for the Corporation, with a written request executed by the Applicant for a Draw. The request shall set forth the amount to be paid and shall be accompanied by documentation specified by the Corporation's servicer, including claims for labor and materials to date of the last inspection.
- (3) The Corporation and its servicer shall review the request for a Draw, and the servicer shall provide the Corporation with approval of the request or an alternative recommendation.
- (4) The Corporation shall disburse construction Draws through Automated Clearing House (ACH). The Applicant may request disbursement of construction Draws

via a wire transfer. The Applicant will be charged a fee of \$10 for each wire transfer requested. This charge will be netted against the Draw amount.

- (5) The Corporation shall elect to withhold any Draw or portion of any Draw, notwithstanding any documentation submitted by the Applicant in connection with the request for a Draw, if:
 - (a) The Corporation or the Corporation's servicer determines at any time that the actual cost budget or progress of construction differs from that as shown on the grant documents; or
 - (b) The percentage of progress of construction of the improvements differs from that shown on the request for a Draw.
- (6) The servicer may request submission of revised construction budgets.
- (7) Based on the Applicant's progress of construction, if the Corporation determines that further analysis by the Credit Underwriter is required prior to the release of the final Draw, the Applicant shall pay to the Credit Underwriter a fee based on an hourly rate determined pursuant to the contract between the Corporation and the Credit Underwriter.
- (8) Retainage in the amount of 10 percent per Draw shall be held by the servicer during construction until the Development is 50 percent complete. At 50 percent completion, no additional retainage shall be held from the remaining Draws. Release of funds held by the Corporation's servicer as retainage shall occur pursuant to the Grant Funding agreement.

EXHIBIT E to RFA 2015-105 - Continuing Program Compliance

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

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

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

1. Annually, the Applicant shall submit to Florida Housing a Certificate of Continuing Program Compliance (CCPC). An example of the CCPC form is included in this Exhibit.
 - a. The CCPC form can be found on the Corporation's Website at <http://www.floridahousing.org/PropertyOwnersAndManagers/Forms/> (also accessible by clicking [here](#)).
 - b. The CCPC shall be signed by the owner representative.
 - c. The CCPC is due to Florida Housing on the 25th day of the month following the twelve month period ending December 31 and should be sent to FHFCAssetMgt@floridahousing.org.
 - d. Applicants who fail to submit the CCPC will be in non-compliance and may be reported on the Non-compliance Report until such time as the noncompliance is corrected. Applicants in non-compliance may be prohibited from new participation in any of the Corporation's programs until such time that all existing Developments participating in any Corporation programs are in compliance.
2. Annually, the Applicant shall complete and submit to Florida Housing a Program Report (PR-1). The Applicant may also be required to submit PR-1s at other times if requested by the Corporation. PR-1 provides a unit-by-unit listing of all units in the development and gives detailed information regarding the occupants' eligibility and the development's compliance with set-aside requirements. Certification of household income is required as of the date the qualified household first occupies a unit and household income recertification is required on the household's first anniversary throughout the Compliance Period.
 - a. The PR-1 form is on the Corporation's website at <http://www.floridahousing.org/PropertyOwnersAndManagers/Forms/> see Appendix S.
 - b. Instructions for completing the PR-1 are located on the Corporation's website at <http://www.floridahousing.org/PropertyOwnersAndManagers/Forms/> see Appendix T.
 - c. The PR-1 shall be prepared as of the last day of the calendar year, or at other times as requested by the Corporation, is due no later than the 15th of the following month and should be emailed to compliance.reporting@floridahousing.org.

- d. Applicants who fail to submit the PR-1 will be in non-compliance and may be reported on the Non-compliance Report until such time as the noncompliance is corrected. Applicants in non-compliance may be prohibited from new participation in any of the Corporation's programs until such time that all existing Developments participating in any Corporation programs are in compliance.
3. The Applicant developing Community Residential Homes shall commit to license the Community Residential Home for 6 or fewer Residents for the entire affordability period. The Applicant shall submit a hard copy of the facility's license to the Corporation within 30 calendar days from the date the license is issued by the licensing agency. The Applicant shall also submit all subsequent renewal Community Residential Homes facility licenses to the Corporation with each annual Continuing Program Compliance self-certification submitted. A current license shall be available on-site for compliance monitoring visits during the affordability period.

CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

Re: (DEVELOPMENT NAME)

The undersigned Authorized Grantee Representative of and on behalf of **OWNER NAME**, a Florida _____ (the "Grantee"), has read and is thoroughly familiar with the provisions of the various regulatory documents such as the Restrictive Covenant and Grant Agreement, Click here to enter a date, by and between the Grantee and Florida Housing associated with the making of a grant by FLORIDA HOUSING FINANCE CORPORATION ("Florida Housing") to Grantee for the **RFA Name** under Florida Housing's Request for Application 2015-105, in the grant amount of **DOLLAR AMOUNT AND NO/100 (\$###,###.##)** (the "Grant").

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

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

- (i) all terms and conditions set forth in the Restrictive Covenant and Grant Agreement;
- (ii) if the Applicant is developing a Community Residential Home, the Applicant shall commit to license the Community Residential Home for 6 or fewer Residents for the entire affordability period. The Applicant shall provide evidence of the renewal Community Residential Homes facility licenses to the Corporation **(and attached to this certificate is a copy of the current facility license)**. A current license shall be available on-site for compliance monitoring visits during the affordability period.
- (iii) that all taxes and insurance premiums that came due have been paid by the Borrower **(and attached to this certificate are receipts evidencing such payments)**;
- (iv) that the annual program report has been submitted to Florida Housing as required for each year during the Compliance Period; and
- (v) that all terms and conditions as required for licensing and/or by other regulatory agencies have been satisfied.

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

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

RE: FY Ending Date, 20##

Date Signed: _____

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

By: _____

Name: _____

Title: _____