

REQUEST FOR APPLICATIONS 2016-115

**SAIL FINANCING FOR
SMALLER PERMANENT SUPPORTIVE HOUSING DEVELOPMENTS FOR
PERSONS WITH SPECIAL NEEDS**

Issued by:

FLORIDA HOUSING FINANCE CORPORATION

Issued: _____

Due: _____

SECTION ONE INTRODUCTION

This Request for Applications (RFA) is open to Non-Profit Applicants proposing new construction or acquisition and Substantial Rehabilitation to create new Permanent Supportive Housing for Persons with Special Needs as defined in Section 420.0004(13), F.S. Section 420.0004(13), F.S., defines “Person with special needs” as an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a Disabling Condition; a young adult formerly in foster care who is eligible for services under Section 409.1451(5), F.S.; a survivor of domestic violence as defined in Section 741.28, F.S.; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans’ disability benefits. Applicants may choose at their own discretion to serve “Person with special needs” households that also meet the “Homeless” definition as defined in Section 620.21(5), F.S., although the Corporation is not prioritizing Homeless households with special needs for funding in this RFA.

Florida Housing Finance Corporation (the Corporation) expects to offer an estimated \$16,100,000, comprised of the Persons with Special Needs Demographic portion of the State Apartment Incentive Loan (SAIL) funding appropriated by the 2016 Florida Legislature. This includes funding for ELI gap loans associated with the units that must be set aside for Extremely Low-Income (ELI) Households.

This RFA limits Developments in small counties to between 4 and 15 units, and Developments in medium and large counties to between 10 and 30 units. Group homes, Assisted Living Facilities, and other specialized licensed residential facilities, as well as units within a condominium complex or any single room occupancy developments, are not eligible for funding under this RFA.

The Corporation is soliciting applications from qualified Non-Profit Applicants that commit to provide housing in accordance with the terms and conditions of this RFA, inclusive of all Exhibits of this RFA, 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 of the RFA and Rule Chapters 67-48 and 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 and the Development Cost Pro Forma (Exhibit A of the RFA), the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 08-16), and the Applicant Certification and Acknowledgement form and other applicable verification forms (Exhibit B of the RFA), as well as all other applicable documentation to be provided by the Applicant, as outlined in Section Four of the RFA. The Application, Development Cost Pro Forma, Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 08-16), Applicant Certification and Acknowledgement form, and all other applicable verification forms can be found at _____ (also available by clicking here).

1. The Application Deadline is **11:00 a.m., Eastern Time, on _____**. To meet the submission requirements, prior to the Application Deadline the Applicant must do all of the following for its Application:
 - a. The Applicant must download and complete the following documents:
 - (1) The Application;
 - (2) The Development Cost Pro Forma; and
 - (3) The Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 08-16) (“Principals Disclosure Form”). A Principals Disclosure Form that was approved during the Advance Review Process, which is described in Section Four A.3.d. of the RFA, may be used to satisfy this requirement provided the form was approved for the type of funding being requested (i.e., Housing Credits or Non-Housing Credits).

The download process may take several minutes. Applicants should save these three (3) documents with a file name that is unique to the specific Application.

- b. Next, when the Applicant is ready to submit the completed Application, Development Cost Pro Forma and the Principals Disclosure Form (the “Complete Online Submission Package”) to the Corporation, the Applicant must go to the webpage _____ (also accessible by clicking here) and click the link to login and upload the Complete Online Submission Package consisting of these three (3) documents. To upload the Complete Online Submission Package, 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, click “Upload Application”. The Applicant must also enter the Development Name, click “Browse” to locate the completed Application, Development Cost Pro Forma and Principals Disclosure Form that were saved on the Applicant’s computer; and then click “Upload Selected File”. If the Applicant received an approved Principals Disclosure Form through the Advance Review Process, the approved form is what should be uploaded with the Application and Development Cost Pro Forma. The selected Application will then be listed as an Uploaded Application (consisting of the three (3) documents comprising the Complete Online Submission Package) and its assigned Response Number will be visible in the first column.
- d. Next, to view and print the Uploaded Application (consisting of the Complete Online Submission Package), 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 and the Applicant will be required to upload the Complete Online Submission Package

again in order for these documents 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 sealed package(s) containing four (4) printed copies of the final Uploaded Application with all applicable attachments, as outlined in Section Four, with each copy housed in a separate 3-ring-binder with numbered divider tabs for each attachment. The final assigned Response Number should be reflected on each page of the printed Application, Development Cost Pro Forma, and Principals Disclosure Form.
- (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 \$3,000 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); and
 - (2) The remaining three (3) printed copies of the complete Uploaded Application with all applicable attachments should be labeled “Copy.”

If the Applicant does not provide the Uploaded Application and the materials listed in (1) and (2) above as required by the Application Deadline, the Application will be rejected and no action will be taken to score the Application.

- 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 printed copies of the Application, Development Cost Pro Forma, and/or the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 08-16) are not identical to the complete Uploaded Application submitted online, the Uploaded Application will be utilized for scoring purposes.

Applicants should review subsection 67-48.009(5), F.A.C., to determine eligibility to apply for the SAIL funding offered in this RFA.

Pursuant to subsection 67-60.004(2), F.A.C., any Applicant may request withdrawal of its Application from a competitive solicitation by filing a written notice of withdrawal with the Corporation Clerk. For purposes of the funding selection process, the Corporation shall not accept any Application withdrawal request that is submitted between 5:00 p.m., Eastern Time, on the last business day before the date the scoring committee meets to make its recommendations until after the Board has taken action on the scoring committee's recommendations, and such Application shall be included in the funding selection process as if no withdrawal request had been submitted. Any funding or allocation that becomes available after such withdrawal is accepted shall be treated as returned funds and disposed of according to Section Four B.8. of the RFA.

- 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. Florida Housing 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 the Director of Multifamily Programs via e-mail at _____@floridahousing.org (also accessible by clicking here). All inquiries are due by 5:00 p.m., Eastern Time, on _____. 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 _____ and will post a copy of all inquiries received, and their answers, on the Corporation's Website at _____ (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. By inclusion of Exhibit A, the Development Cost Pro Forma and the Principals Disclosure Form of the RFA, along with all applicable attachments thereto, including the applicable certification forms set out in Exhibit B of the RFA, each Applicant certifies 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 funded with SAIL funding under this RFA will be subject to the requirements of the RFA, the Application requirements outlined in Rule Chapter 67-60, F.A.C.; the definitions and SAIL Loan credit underwriting, loan terms and conditions, and the program requirements outlined in Rule Chapter 67-48, F.A.C., Exhibit D and Exhibit E of the RFA; as well as the Compliance requirements of Rule Chapter 67-53, F.A.C.
- G. The Corporation expects to select one (1) or more Applications to award the funding contemplated by this RFA. Any such Application(s) will be selected through the Corporation's review of each Application, considering the factors identified in this RFA.

SECTION FOUR INFORMATION TO BE PROVIDED IN THE APPLICATION

The Applicant must provide a completed Application, Development Cost Pro Forma, and the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 08-16), along with all applicable attachments thereto, including the Certification form set out in Exhibit B of the RFA, which includes the following information:

A. Exhibit A Items:

1. Applicant Certification and Acknowledgement

The Applicant must include a signed Applicant Certification and Acknowledgement form as **Attachment 1** to Exhibit A to indicate the Applicant's certification and acknowledgement of the provisions and requirements of the RFA. The form included in the copy of the Application labeled "Original Hard Copy" must reflect an original signature (blue ink is preferred). The Applicant Certification and Acknowledgement form is provided in Exhibit B of this RFA and on the Corporation's Website _____ (also accessible by clicking here). Note: If the Applicant provides any version of the Applicant Certification and Acknowledgement form other than the version included in this RFA, the form will not be considered.

2. Persons with Special Needs Demographic Commitment (Mandatory)

- a. Applicants must commit to provide 80 percent of the total units in the proposed Development to Persons with Special Needs as Permanent Supportive Housing. The Applicant must check the box or boxes that specify the defined Persons with Special Needs population(s) that the Applicant proposes to serve at question 2.a. of Exhibit A:

- (1) Adult persons requiring independent living services in order to maintain housing or develop independent living skills and who have a Disabling Condition that currently impairs or is likely to impair their physical mobility;
- (2) Persons receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits;*

*Due to the likelihood that residents of the subpopulations described in (1) and (2) above may have Mobility Impairments, Applicants that select either (1) and/or (2) above must at a minimum meet the accessibility, adaptability, universal design and visitability features requirements outlined in Section Four, A.9.e.(1) ("Level 1 Accessibility Requirements").

- (3) Adult persons requiring independent living services in order to maintain housing or develop independent living skills and who have a Disabling Condition that neither currently impairs nor is likely to impair their physical mobility, such as persons with a mental illness;
- (4) Young adults formerly in foster care who are eligible for services under Section 409.1451(5), F.S.;** and/or
- (5) Survivors of domestic violence as defined in Section 741.28, F.S.**

**Because residents of the subpopulations described in (3) and (4) above are less likely to have Mobility Impairments, Applicants that select (3) and/or (4) and/or (5) above and that do not select either (1) or (2) above must at a minimum meet the accessibility, adaptability, universal design and visitability features requirements outlined in Section Four, A.9.e.(2), ("Level 2 Accessibility Requirements").

- b. The Applicant must describe the Persons with Special Needs population(s) to be served. For example, a subpopulation might be Persons with a Disabling Condition who are chronically homeless with mental illness or veterans with brain or spinal cord injuries. Applicants must provide a detailed description of the resident household characteristics, needs and preferences of the intended residents and how the proposed Development will meet these needs and preferences. 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 2.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.

3. Applicant Information (Mandatory)

- a. The Applicant must state the name of Applicant.
- b. The Applicant must be a legally formed entity {i.e., limited partnership, limited liability company, etc.} qualified to do business in the state of Florida as of the Application Deadline. The Applicant must include, as **Attachment 2** to Exhibit A, evidence from the Florida Department of State, Division of Corporations, that

the Applicant satisfies the foregoing requirements; such evidence may be in the form of a certificate of status or other reasonable reliable information or documentation issued, published or made available by the Florida Department of State, Division of Corporations.

- c. Funding under this RFA is available only to Non-Profit Applicants as set out in Rule Chapter 67-48, F.A.C.
- (1) The Applicant must include, as **Attachment 3** to the RFA, the IRS determination letter demonstrating that, as of the Application Deadline, the Applicant entity is a private Non-Profit organization under 501(c)(3) or 501(c)(4) of the IRC.
 - (2) The Applicant must include, as **Attachment 4** to the RFA, evidence demonstrating that, as of the Application Deadline, one of the Applicant entity's purposes is to foster low-income housing; such evidence must be in the form of the Non-Profit Applicant's Articles of Incorporation or the most recent IRS Form 990 that was filed with the IRS.
 - (3) The Applicant must state the percentage of Developer's fee that will go to the Non-Profit entity. To be eligible for funding, the Non-Profit entity(ies) must receive a total of at least 25 percent. For a Non-Profit entity to qualify as a Tier 1 Application, the Non-Profit entity must receive 100 percent. All other Applications will be considered Tier 2 Applications.
- d. Principals for the Applicant and for each Developer.

The Application must include a properly completed Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 08-16) ("Principals Disclosure Form") that was uploaded as outlined in Section Three above.

The Principals Disclosure Form must identify the Principals of the Applicant and Developer(s) as of the Application Deadline and must include, for each applicable organizational structure, ONLY the types of Principals required by subsection 67-48.002(93), F.A.C. A Principals Disclosure form that includes, for any organizational structure, any type of entity that is not specifically included in the Rule definition of Principals, will not be accepted by the Corporation to meet the Mandatory requirement to provide the Principals of the Applicant and Developer(s) Disclosure Form.

To assist Applicants in meeting the Mandatory requirement to provide the Principals Disclosure Form, the Corporation offers a Continuous Advance Review Process which is outlined at _____ (also available by clicking here). This website also includes samples which may assist the Applicant in completing the required Principals Disclosure Form. A Principals Disclosure Form that was reviewed and approved by the Corporation during the Principals Advance Review Process can be included in the Applicant's RFA submission, provided it was approved for the type of funding being requested (i.e., Housing Credits or Non-Housing Credits).

- e. Contact Person.

Enter the requested information for the Contact Person. At a minimum, the Applicant must provide the name and e-mail address of the Contact Person.

4. General Developer and Operating/Managing Permanent Supportive Housing Experience

a. General Developer Information (Mandatory):

- (1) The Applicant must state the name of each Developer, including all co-Developers.
- (2) Each Developer entity identified at question 4.a.(1) of Exhibit A (that is not a natural person) must be a legally formed entity qualified to do business in the state of Florida as of the Application Deadline. For each stated Developer entity that is not a natural person, provide, as **Attachment 6** to Exhibit A, evidence from the Florida Department of State, Division of Corporations, that the Developer satisfies the foregoing requirements; such evidence may be in the form of a certificate of status or other reasonably reliable information or documentation issued, published or made available by the Florida Department of State, Division of Corporations.

(3) General Developer Experience:

The Applicant must demonstrate that at least one Principal of the Developer entity, or if more than one Developer entity, at least one natural person Principal of at least one of the Developer entities, meets the General Developer Experience requirements as outlined below.

(i) General Developer Experience:

A Principal, which must be a natural person, of each experienced Developer entity must have, since January 1, 1996, completed at least two (2) affordable rental housing developments. At least one (1) of the two (2) completed developments must consist of a total number of units no less than 50 percent of the total number of units in the proposed Development. For purposes of this provision, completed for the two (2) developments means (i) that the temporary or final certificate of occupancy has been issued for at least one (1) unit in one of the residential apartment buildings within the development, or (ii) if funded with Housing Credits, that at least one (1) IRS Form 8609 has been issued for one of the residential apartment buildings within the development. As used in this section, a Housing Credit development that contains multiple buildings is a single development regardless of the number of buildings within the development for which an IRS Form 8609 has been issued.

If the experience of a Principal, which must be a natural person, for a Developer entity listed in this Application was acquired from a previous affordable housing Developer entity, the natural person Principal must have also been a Principal of that previous Developer entity as the term Principal was defined by the Corporation at that time.

(ii) Prior General Development Experience Chart:

The Applicant must provide, as **Attachment 7** to Exhibit A, a prior experience chart for each natural person Principal intending to meet the minimum general development experience reflecting the required information for the two (2) completed affordable rental housing developments.

Each prior experience chart must include the following information:

Prior General Development Experience Chart				
Name of natural person Principal with the Required Experience: _____				
Name of Developer Entity (for the proposed Development) for which the above individual is a Principal: _____				
Name of Development	Location (City & State)	Affordable Housing Program that Provided Financing (e.g., Housing Credits, Tax-Exempt Bonds, HOME, SAIL, etc.)	Total Number of Units	Year Completed

b. Operating/Managing Permanent Supportive Housing Experience (maximum of 40 points)

- (1) 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.
- (2) 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 and describe the management company’s experience in operating and managing Permanent Supportive Housing. The Applicant’s and/or management company’s experience should include the 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.

The Applicant’s description(s) is limited to no more than four (4) typed pages within the text box at question 4.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.

Note: 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.

5. General Development Information (Mandatory)

- a. The Applicant must state the name of the proposed Development at question 5.a. of Exhibit A.
- b. The Applicant must indicate the county where the proposed Development will be located.

Small Counties		Medium Counties		Large Counties
Baker	Jefferson	Alachua	Marion	Broward
Bradford	Lafayette	Bay	Martin	Duval
Calhoun	Levy	Brevard	Okaloosa	Hillsborough
Columbia	Liberty	Charlotte	Osceola	Miami-Dade
De Soto	Madison	Citrus	Pasco	Orange
Dixie	Monroe	Clay	Polk	Palm Beach
Franklin	Nassau	Collier	St. Johns	Pinellas
Gadsden	Okeechobee	Escambia	St. Lucie	
Gilchrist	Putnam	Flagler	Santa Rosa	
Glades	Suwannee	Hernando	Sarasota	
Gulf	Taylor	Highlands	Seminole	
Hamilton	Union	Indian River	Sumter	
Hardee	Wakulla	Lake	Volusia	
Hendry	Walton	Lee		
Holmes	Washington	Leon		
Jackson		Manatee		

c. Development Location

The Applicant must state the address number, street name, and either name of city or unincorporated area of county for the proposed Development at question 5.c. of Exhibit A.

d. The Applicant must state whether the proposed Development will create new Permanent Supportive Housing through the Development Category of new construction or acquisition with Substantial Rehabilitation at question 5.d. of Exhibit A.

For purposes of this RFA, creation of new Permanent Supportive Housing means that the proposed Development is not currently required to serve Persons with Special Needs pursuant to written instrument, rule, regulation or law under which the proposed Development is contractually or otherwise legally obligated to provide Permanent Supportive Housing for Persons with Special Needs.

NOTE: Group homes, Assisted Living Facilities, and other specialized licensed residential facilities, or units within a condominium complex are not eligible for funding under this RFA.

e. The Applicant must select the Development Type(s) of the proposed Development at question 5.e. of Exhibit A.

- Garden Apartments (a building comprised of 1, 2 or 3 stories, with or without an elevator)

- Townhouses
- Duplexes
- Triplexes
- Quadraplexes

f. Concrete Construction:

For purposes of the Total Development Cost per Unit Limitation Test described in Item B of Exhibit D, in order for a proposed Development to be considered concrete construction, the proposed Development must meet the following specifications: (a) new construction buildings must have the following poured concrete, concrete masonry or load-bearing masonry elements, as verified by a capital needs assessment: all exterior walls and structural elements, not to include roofs; and structural elements at and under the ground floor, as well as the ground floor itself; or (b) existing buildings proposed for rehabilitation must have, as of Application Deadline, the elements outlined in (a) above and the rehabilitation work must include these elements. These qualifying criteria specifically exclude face brick or brick veneer from qualifying as concrete construction for purposes of this RFA without the benefit of the qualifying material in (a) being utilized in the manner prescribed in (a).

Indicate whether the proposed Development meets the requirements to be considered concrete construction. For purposes of this RFA, the Corporation will only consider an Application to be concrete construction if the answer to question 6.f. of Exhibit A is “Yes”.

- g. The Applicant must state how many total units are in the proposed Development at question 5.g. of Exhibit A. For small county Developments, the minimum is 4 units and the maximum is 15. For medium and large county Developments, the minimum is 10 units and the maximum is 30.

h. Unit Mix

The Applicant must complete the Unit Mix Chart at question 5.h. of Exhibit A, listing the total number of bedrooms per unit, the total number of bathrooms per unit (including half-baths, if applicable), the total number of units per bedroom type, and the number of units that are ELI Set-Aside units. Units must consist of any mix of Zero (0) Bedrooms, one (1), two (2), or three (3) bedrooms only, however, no more than 25 percent of the total units, rounded up, may be three (3) bedrooms.

Two and three bedroom units may consist of Shared Housing as defined in Exhibit C.

Note: The maximum ELI funding amount per eligible ELI Set-Aside unit the proposed Development is eligible to receive is based on the information listed by the Applicant on the Unit Mix chart as further outlined in Section Four A.14.a.(2) of this RFA.

6. Set-Aside Commitments and Compliance Period

a. Total Set-Aside Commitment:

All Applicants must commit to set aside seventy-five (75) percent of the total units for Persons with Special Needs.

b. Income Set-Aside Units:

100 percent of the units shall be rented to households (person or persons) with incomes at or below 60 percent of the area median income (AMI). Applicants may rent units as Shared Housing, as defined in Exhibit C, to allow unrelated persons the choice to share units. The Corporation will require that properties use the Multifamily Programs Income Limits (updated each year) to determine resident eligibility under this funding. A copy of the 2016 Income Limit Chart for all areas of the state is provided at http://www.floridahousing.org/FH-ImageWebDocs/PropertyOwnersAndManagers/IncomeLimits/024-2016%20Income%20Limits/001-2016_Combined_Income_Limits_&_Rent_Limits_by_County_-_FHFC_Rental_Programs_3-28-2016.pdf, (also accessible by clicking [here](#)). Income certification of the tenants will be required throughout the Compliance Period.

c. Required ELI Commitments:

All Applicants must commit to set aside 20 percent of the total units in the proposed Development to serve Extremely Low Income Households.

Example: For purposes of the Application, an Applicant specifies that the proposed Development will be located in Charlotte County and will have a total of 23 units. This means that 5 of those units (23 multiplied by 0.20, rounded up) must be ELI units and, as shown in Exhibit D., must be committed to households with incomes at or below 40 percent of the AMI. The remaining units must be committed to households with incomes at or below 60 percent of the AMI.

For purposes of completing this Application, the Applicant should refer to the ELI County Chart set out in Item C of Exhibit D of the RFA. Although, as of the issue date for this RFA, the fiscal year 2017 Multifamily Tax Subsidy Income Limits have not been issued by HUD, the ELI Set-Aside units committed to by the Applicant in its Application will be required to be set aside at the 2017 ELI AMI level. The Corporation will notify the Applicants selected for funding of the actual 2017 ELI AMI level at the time the preliminary commitment is issued.

Notes: ELI units must be proportionately distributed across each Unit Mix at question 5.h. of Exhibit A (e.g., number of Zero (0) Bedroom, one (1) bedroom, two (2) bedroom, and three (3) bedroom units).

d. Compliance Period Requirements:

- (1) Applicants must irrevocably commit to the Persons with Special Needs demographic commitment and the defined Persons with Special Needs

population(s) selected at question 2.a. of Exhibit A for a minimum of 30 years. These commitments will also be reflected in the Land Use Restriction Agreement.

- (2) Applicants must irrevocably commit to the income set aside commitment for a minimum of 30 years, except that Applicants must commit to the ELI set-aside commitment for a minimum of 15 years. After 15 years all of the ELI set-aside units may convert to serve residents at or below 60 percent AMI.

7. **Site Control (Mandatory):**

The Applicant must demonstrate site control by providing, as **Attachment 8** to Exhibit A, the documentation required in Items a., b., and/or c., as indicated below. If the proposed Development consists of Scattered Sites, site control must be demonstrated for all of the Scattered Sites.

- a. **Eligible Contract** - For purposes of the RFA, an eligible contract is one that has a term that does not expire before July 31, 2017 or that contains extension options exercisable by the purchaser and conditioned solely upon payment of additional monies which, if exercised, would extend the term to a date that is not earlier than July 31, 2017; specifically states that the buyer's remedy for default on the part of the seller includes or is specific performance; and the buyer **MUST** be the Applicant unless an assignment of the eligible contract which assigns all of the buyer's rights, title and interests in the eligible contract to the Applicant, is provided. Any assignment must be signed by the assignor and the assignee. If the owner of the subject property is not a party to the eligible contract, all documents evidencing intermediate contracts, agreements, assignments, options, or conveyances of any kind between or among the owner, the Applicant, or other parties, must be provided, and, if a contract, must contain the following elements of an eligible contract: (i) have a term that does not expire before July 31, 2017 or contain extension options exercisable by the purchaser and conditioned solely upon payment of additional monies which, if exercised, would extend the term to a date that is not earlier than July 31, 2017, and (ii) specifically state that the buyer's remedy for default on the part of the seller includes or is specific performance.
- b. **Deed or Certificate of Title** – The deed or certificate of title (in the event the property was acquired through foreclosure) must be recorded in the county in which the property is located and show the Applicant as the sole Grantee.
- c. **Lease** - The lease must have an unexpired term of at least 30 years after the Application Deadline and the lessee must be the Applicant. If the owner of the subject property is not a party to the lease, all documents evidencing intermediate leases, subleases, assignments, or agreements of any kind between or among the owner, the lessor, or any sublessee, assignor, assignee, and the Applicant, or other parties, must be provided, and if a lease, must have an unexpired term of at least 30 years after the Application Deadline. Any assignment must be signed by the assignor and the assignee.

8. **Ability to Proceed (Mandatory)**

The Applicant must demonstrate the following Ability to Proceed elements as of Application Deadline, for the entire development site, as outlined below. The Florida Housing Ability to Proceed Verification forms (Form Rev. 08-16) are provided in Exhibit B of this RFA and on the Corporation's Website _____ (also accessible by clicking here). Note: For purposes of this RFA, the Applicant cannot re-use any Florida Housing Ability to Proceed Verification form that was included in a previous RFA submission. If the Applicant provides any prior version of the Florida Housing Ability to Proceed Verification form(s), the form(s) will not be considered.

- a. Status of Site Plan or Plat Approval. The Applicant must demonstrate the status of site plan or plat approval as of the Application Deadline, for the entire proposed Development site by providing, as **Attachment 9** to Exhibit A, the applicable properly completed and executed verification form:
 - (1) Florida Housing Finance Corporation Local Government Verification of Status of Site Plan Approval for Multifamily Developments form (Form Rev. 08-16); or
 - (2) Florida Housing Finance Corporation Local Government Verification of Status of Plat Approval For Residential Rental Developments (Form Rev. 08-16).

- b. Appropriate Zoning. The Applicant must demonstrate that as of the Application Deadline the entire proposed Development site is appropriately zoned and consistent with local land use regulations regarding density and intended use or that the proposed Development site is legally non-conforming by providing, as **Attachment 10** to Exhibit A, the applicable properly completed and executed verification form:
 - (1) The Florida Housing Finance Corporation Local Government Verification that Development is Consistent with Zoning and Land Use Regulations form (Form Rev. 08-16); or
 - (2) The Florida Housing Finance Corporation Local Government Verification that Permits are not Required for this Development form (Form Rev. 08-16).

- c. Availability of Electricity. The Applicant must demonstrate that as of the Application Deadline electricity is available to the entire proposed Development site by providing as **Attachment 11** to Exhibit A:
 - (1) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Electricity form (Form Rev. 08-16); or
 - (2) A letter from the electricity service provider that is Development-specific and dated within 12 months of the Application Deadline. The letter may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.

- d. Availability of Water. The Applicant must demonstrate that as of the Application Deadline water is available to the entire proposed Development site by providing as **Attachment 12** to Exhibit A:
- (1) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Water form (Form Rev. 08-16); or
 - (2) A letter from the water service provider that is Development-specific and dated within 12 months of the Application Deadline. The letter may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.
- e. Availability of Sewer. The Applicant must demonstrate that as of the Application Deadline sewer capacity, package treatment or septic tank service is available to the entire proposed Development site by providing as **Attachment 13** to Exhibit A:
- (1) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Sewer Capacity, Package Treatment, or Septic Tank form (Form Rev. 08-16); or
 - (2) A letter from the waste treatment service provider that is Development-specific and dated within 12 months of the Application Deadline. The letter may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.
- f. Availability of Roads. The Applicant must demonstrate that, for the entire Development site, as of the Application Deadline paved roads either (i) exist and will provide access to the proposed Development site or (ii) will be constructed as part of the proposed Development by providing as **Attachment 14** to Exhibit A:
- (1) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Roads form (Form Rev. 08-16); or
 - (2) A letter from the Local Government that is Development-specific and dated within 12 months of the Application Deadline. The letter may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.

9. Required Design and Construction Features

- a. Federal Requirements and State Building Code Requirements:

All units of the proposed Development must meet all federal requirements and state building code requirements, including, but not limited to, the following:

- 2012 Florida Accessibility Code for Building Construction as adopted pursuant to Section 553.503, F.S.;
- Section 504 of the Rehabilitation Act of 1973;
- 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.

Section 504 of the Rehabilitation Act of 1973, as implemented by 24 CFR Part 8, 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 are available on the Corporation's Website (accessible by clicking [here](#)).

b. All units for the proposed Development must include:

- Termite prevention and pest control throughout entire Compliance Period;
- Full-size stove/range;
- Primary entrance door with a threshold with no more than a ½-inch rise;
- Lever handles on all door handles on primary entrance door and interior doors;
- Lever handles on all bathroom faucets and kitchen sink faucets;
- Mid-point on light switches and thermostats that are not more than 48 inches above finished floor level; and
- Window covering for each window and glass door inside each unit.

c. All proposed Developments must include the following general features on the site. If the proposed Development meets the definition of Scattered Sites, the following general features must be located on each of the Scattered Sites:

- Washer and dryer hook ups for each of the Development's units or an on-site laundry facility for resident use. If an on-site laundry facility is provided, a proposed Development consisting of 4 to 20 units must provide a minimum of two (2) Energy Star qualified washers and two (2) dryers in the on-site laundry facility. If the proposed Development consists of 21 to 30 units, there must be a minimum of three (3) Energy Star qualified washers and three (3) dryers in the on-site laundry facility; and
- For proposed Developments consisting of 10 or more units, Community Building/dedicated space that includes:
 - At least one private office space with a door for resident purposes; and
 - At least one enclosed training room with a door for resident purposes to conduct group training and educational activities for residents.

d. Required Green Building Features for all Developments:

- 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: 1.28 gallons/flush or less,
 - Faucets: 1.5 gallons/minute or less,
 - Showerheads: 2.0 gallons/minute or less;
 - Energy Star qualified refrigerator;
 - Energy Star qualified dishwasher, if provided;
 - Energy Star qualified washing machine, if provided in units;
 - Energy Star qualified exhaust fans in all bathrooms; and
 - In-unit air conditioning: Minimum SEER of 15. Packaged units are allowed in Zero Bedroom and one bedroom units with a minimum of 13.8 EER.
- e. Accessibility, Adaptability, Universal Design and Visitability Features:

(1) Level 1 Accessibility Requirements

All Applicants that selected the Persons with Special Needs population of (1) Adult persons requiring independent living services in order to maintain housing or develop independent living skills and who have a physical Disabling Condition at question 2.a.(1). of Exhibit A; and/or (ii) A person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits at question 2.a.(2). of Exhibit A shall be required to do the following:

- (i) Set aside a minimum of 25 percent of the total units stated at question 5.g., rounded up, as fully accessible units in accordance with the 2010 ADA Standards for Accessible Design, regardless of whether the proposed Development consists of new construction or Substantial Rehabilitation. These fully accessible units shall be on an accessible route and provide mobility features that comply with the residential dwelling units provision of the 2010 ADA Standards for Accessible Design*; and
- (ii) Set aside at least an additional 10 percent of the total units to be accessible to persons with visual and hearing impairments in accordance with the 2010 ADA Standards for Accessible Design,* regardless of whether the proposed Development consists of new construction or Substantial Rehabilitation. The units that are accessible to persons with visual and hearing impairments shall comply with the communication features described for Residential Dwelling units with Communication Features in the 2010 ADA Standards for Accessible Design*; and
- (iii) Applicants that select the Development Category of Substantial Rehabilitation must submit a letter from a Florida licensed architect within 60 days of the invitation to credit underwriting

confirming (i) that the architect reviewed the property as well as the design, plans and specifications for the proposed Development; and (ii) there are no known impediments preventing the proposed Development from meeting all of the requirements outlined in (i) and (ii) above. Failure to provide such a letter by the stated deadline shall result in the withdrawal of the award.

Further, the ability to meet the requirements in (i) and (ii) above will be verified in the credit underwriting process. If it is determined that the requirements described in (i), (ii) or (iii) above cannot be met, the award will be withdrawn.

*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) Level 2 Accessibility Requirements

All Applicants that did not select the Persons with Special Needs population of (i) Adult persons requiring independent living services in order to maintain housing or develop independent living skills and who have a physical Disabling Condition at question 2.a.(1) of Exhibit A; and/or (ii) A person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits at question 2.a.(2) of Exhibit A shall be required to do the following:

- (i) Set aside a minimum of five (5) percent of the total units stated at question 5.g. of Exhibit A, rounded up, as fully accessible units in accordance with the 2010 ADA Standards for Accessible Design, regardless of whether the proposed Development consists of new construction or Substantial Rehabilitation. These fully accessible units shall provide mobility features that comply with the residential dwelling units provision of the 2010 ADA Standards for Accessible Design*, and
- (ii) Set aside at least one (1) additional unit to be accessible to persons with visual and hearing impairments in accordance with the 2010 ADA Standards for Accessible Design,* regardless of whether the proposed Development consists of new construction or Substantial Rehabilitation. 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*; and
- (iii) If the Applicant selected the Development Category of Substantial Rehabilitation, submit a letter from a Florida licensed architect within 60 days of the invitation to credit underwriting

confirming (i) that the architect reviewed the property as well as the design, plans and specifications for the proposed Development; and (ii) there are no known impediments preventing the proposed Development from meeting all of the requirements outlined in (i) and (ii) above. Failure to provide such a letter by the stated deadline shall result in the withdrawal of the award. Failure to provide such a letter by the stated deadline shall result in the withdrawal of the award.

Further, the ability to meet the requirements in (i) and (ii) above will be verified in the credit underwriting process. If it is determined that the requirements described in (i), (ii) or (iii) above cannot be met, the award will be withdrawn.

*The 2010 ADA Standard for Accessible Design can be found at <http://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.htm> (also accessible by clicking [here](#)).

10. Resident Community-Based Services Coordination (Mandatory)

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 2.b. of Exhibit A.

Community-based services coordination shall be offered and made available on-site and at no charge 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 should not be the responsibility of the same staff persons; the functions must be entirely separate.

11. Access to Community-Based Services and Resources (Maximum 50 Points):

The ability of the intended residents described in question 2.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 described in question 2.b. of Exhibit A including healthcare centers and job-skills programs. If the Development consists of Scattered Sites, the Applicant must describe how the Applicant will address access to community services for all residents on all sites. 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 in the community.

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

- 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. Include other services such as public schools, higher education, training, employment, and financial literacy education. 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. (Up to 20 Points)

The Applicant's description(s) is limited to no more than three (3) typed pages within the text box at question 11.a. of Exhibit A. Note: Although the online Application system allows for more than 3 pages, any portion of the description that is beyond 3 pages will not be considered. If the Applicant is awarded funding but unable to fulfill some or all of the commitments stated here, the funding may be rescinded. Up to 3 additional pages of appropriate exhibits, not created by the Applicant, may be provided to supplement the description(s) as **Attachment 15** to Exhibit A.

- 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 2.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. (Up to 30 Points)

The Applicant's description(s) is limited to no more than three (3) typed pages within the text box at question 11.b. of Exhibit A. Note: Although the online Application system allows for more than 3 pages, any portion of the description that is beyond 3 pages will not be considered. If the Applicant is awarded funding but unable to fulfill some or all of the commitments stated here, the funding may be rescinded. Up to 3 additional pages of appropriate exhibits, not created by the Applicant, may be provided to supplement the description(s) as **Attachment 16** to Exhibit A.

12. Approach toward Income and Credit Status of Intended Individuals and Families Applying for Residency. (Up to 15 points)

Due to many of the intended residents' low incomes and lack of stability in the community, they often have issues that affect their ability to meet the income and credit requirements for residency in safe and decent rental housing. For points, the Applicant may describe any selection criteria policies or approaches that will be used by the Applicant's property management to assist in determining a prospective resident household's eligibility for tenancy that takes into consideration a prospective household's income and credit history that normally affect their ability to lease safe and decent rental housing. The Applicant should also describe how the Applicant manages or will manage an approval for residency process that is broad and welcoming to new residents while it appropriately manages the safety of current residents and the operational success of the property.

The Applicant's description is limited to no more than three (3) typed pages within the text box at question 12. of Exhibit A. Note: Although the online Application system allows for more than 3 pages, any portion of the description that is beyond 3 pages will not be considered. The Applicant may provide up to 3 additional pages of appropriate exhibits, not created by the Applicant, to supplement the description(s) as **Attachment 17**.

13. Tenant Selection (Up to 20 Points)

To achieve points for this section, the Applicant must describe tenant selection activities, beyond those required in the Fair Housing Act as implemented by 24 CFR Part 100, that will be conducted initially and on a continuing basis at the proposed Development.

Describe the system that will be used for tenant screening and selection. State whether the tenant selection plan includes criteria other than "first come/first serve" such as duration/chronicity of homelessness, vulnerability, or high utilization of crisis services (examples only). If additional criteria will be used, describe them and how they will be applied. Identify any community organizations or agencies that the Applicant will work with to establish and manage a system of referring persons served by these entities to the Development for tenancy, including any direct referral linkages and relationships

between the proposed Development and community crisis response systems such as street outreach, drop-in centers, or emergency shelters, as appropriate.

If the community in which the proposed Development is located uses a coordinated assessment system that matches vulnerable people with appropriate housing and services, describe the Development's role in that community system. If there is not a coordinated assessment system in the community for the intended population, describe how the proposed Development is otherwise integrated into community-wide networks of service planning, care coordination and stabilization for the intended residents.

Specify how prospective residents will be identified and prioritized for the proposed Development. State whether there will be a waiting list and, if so, the procedures for selecting tenants from the waiting list. Describe how the waiting list will be maintained.

State the criteria for eligibility to live at the proposed Development, including income qualifications, and the method by which the eligibility requirements will be communicated to the prospective tenant.

Describe the information requested in the application for residency, including the amount of any application fees, and whether support or assistance is provided to prospective tenants in completing the application. List the supporting documentation needed to apply for residency, and how this is communicated to the prospective tenant.

Indicate how the proposed Development's property management policies address issues that may impede access to housing other than income and credit approaches described earlier in response to Section Four, A.12. of the RFA, and describe any other related Best Practices that will be used in implementation of tenant selection policies and procedures.

The Applicant's description is limited to no more than three (3) typed pages within the text box at question 13. of Exhibit A. Note: Although the online Application system allows for more than 3 pages, any portion of the description that is beyond 3 pages will not be considered.

The Applicant shall develop and implement a plan for tenant outreach, marketing, referral and selection as approved by the Corporation during the credit underwriting process.

14. Funding Available for the proposed Development

a. Corporation Funding

- (1) The Applicant must state the amount of SAIL funding it is requesting.

During the scoring process, if the Applicant states a SAIL Request Amount that is greater than the amount the Applicant is eligible to request, the Corporation will reduce the amount down to the maximum amount the Applicant is eligible to request and such adjusted amount will be deemed to be the Applicant's Eligible SAIL Request Amount. If the Corporation lowers the SAIL loan funding amount and a funding shortfall is created because of this action, it will offset the decreased amount, to the extent possible, by increasing the deferred Developer fee up to the maximum eligible amount as provided in 14.c.(1)(a)(i) below.

- (a) The Applicant's Eligible SAIL Request Amount is subject to a per unit limit and a per Development limit as provided below.

The Applicant's Eligible SAIL Request Amount is limited to the following:

- (i) \$200,000 per unit, or
 - (ii) \$3,000,000 per Development in a Small County, or \$4,900,000 per Development in a Medium or Large County.
- (b) The SAIL loan shall be non-amortizing and shall have an interest rate of 0 percent. The terms and conditions of the SAIL loan are further outlined in Rule Chapter 67-48, F.A.C.

(2) ELI Loan:

All Applications are eligible for ELI gap funding for the required ELI Set-Aside units, not to exceed 20 percent of the total units;

The funding will be in the form of a forgivable loan in an amount per ELI Set-Aside unit that is dependent upon the proposed Development's unit mix provided at question 5.h. of Exhibit A, and the county where the proposed Development is located, as outlined on the chart at Item C of Exhibit D. The ELI Set-Aside units must be distributed across the unit mix on a pro-rata basis. To ensure this, Applicants are strongly encouraged to use the RFA 2016-115 ELI Maximum Determination Worksheet which is available on the Corporation's Website at _____ (also accessible by clicking here). By entering the data into the Worksheet, the number of ELI Set-Aside units and the amount of the ELI Loan will calculate automatically. These numbers can then be entered into the appropriate Application response. However, if the ELI Set-Aside units are not proportionately distributed across the unit mix, the Corporation will redistribute the ELI Set-Aside units and lower the ELI Loan Amount to the maximum allowed, if needed. The terms and conditions of the ELI Loan are outlined in Exhibit E of the RFA.

The Applicant should state the amount of ELI Loan funding the proposed Development is eligible to receive at question 14.a.(2) of Exhibit A. Applicants not requesting the maximum amount of ELI funding will still be required to set aside 20 percent of the total units in the proposed Development to serve Extremely Low Income Households.

During the scoring process, if the Applicant states an ELI Loan Request Amount that is greater than the amount the Applicant is eligible to request, the Corporation will reduce the amount down to the maximum amount the Applicant is eligible to request and such adjusted amount will be deemed to be the Applicant's Eligible ELI Loan Request Amount. If the Corporation lowers the ELI gap funding amount and a funding

shortfall is created because of this action, it will offset the decreased amount, to the extent possible, by increasing the deferred Developer fee up to the maximum eligible amount as provided in 14.c.(1)(a)(i)below.

(3) Other Funding:

If funding from the Predevelopment Loan Program (PLP) has been received for the proposed Development, the Corporation file number and amount of funding must be listed. Note: PLP funding cannot be used as a source of financing on the Construction/Rehab Analysis or the Permanent Analysis.

b. Qualifying Financial Assistance Preference

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 Government entities or other non-Corporation sources (all of which, for purposes of this provision, will be considered to be “Qualifying Financial Assistance”) and provide, as **Attachment 18**, evidence for each source that meets the requirements outlined in 14.d.(1) below. If the Qualifying Financial Assistance sources are equal to at least 3 percent of the Applicant’s Eligible SAIL Request Amount, the Applicant will receive a funding preference as described in Section Five, D.2. of the RFA.

The financing proposal documentation provided in Section Four A.14.d. below will be reviewed for financing terms. If a financing proposal shows an amount less than the corresponding line item in question 14.b. of Exhibit A, only the financing proposal amount will be considered Qualifying Financial Assistance. However, if a financing proposal shows an amount in excess of the corresponding line item in question 14.b. of Exhibit A, up to the total amount of the financing proposal amount may be utilized as Qualifying Financial Assistance, if needed. Any Qualifying Financial Assistance identified in this section must be included in the Development Cost Pro Forma. If the Applicant qualifies for this preference and is awarded funding under this RFA, the Applicant must provide and maintain an amount equal to or greater than 3 percent of the Applicant’s Eligible SAIL Request Amount within the permanent sources of financing. Qualifying Financial Assistance for which acceptable funding proposals are not provided will not be counted as a source of funding or as Qualifying Financial Assistance. Note: In-kind donations or any other donation of property or assets or waiver of any fees as well as any funding from the Corporation will not be considered Qualifying Financial Assistance.

c. Development Cost Pro Forma:

- (1) All Applicants must complete the Development Cost Pro Forma listing the anticipated expenses or uses, the Detail/Explanation Sheet, if applicable, and the Construction or Rehab Analysis and Permanent Analysis listing the anticipated sources. The sources must equal or exceed the uses. During the scoring process, if a funding source is not considered and/or if the Applicant’s SAIL Request Amount and/or ELI Loan amount is adjusted downward, as outlined in Section Four A.14.a. above, this may result in a funding shortfall. If the Applicant has a

funding shortfall, it will be ineligible to be considered for funding.

The Development Cost Pro Forma must include all anticipated costs of the Development construction, rehabilitation and, if applicable, acquisition, including the Developer fee and General Contractor fee, as outlined in (a) below. Any amounts that are not an anticipated cost to the Development, such as waived or reimbursed fees or charges, cannot be included in the Development Cost Pro Forma. Note: deferred Developer fees are not considered “waived fees”.

In addition, the Development Cost Pro Forma must include all anticipated sources of funding, including the funding outlined in (b) and (c) below, as well as any Non-Corporation Funding as outlined in d. below.

(a) Developer Fee, General Contractor Fee and Reserves:

(i) Developer Fee:

Developer fee shall be limited to a total of 21 percent of Development Cost. The maximum allowable Developer fee will be tested during the scoring of the Application by multiplying the Development Cost by 21 percent, rounded down to the nearest dollar. However, an amount equal to the difference between the total Developer fee and an amount equal to 16 percent of Development Cost must be placed in an operating deficit reserve account to be held by the Corporation or its servicer. Any disbursements from said operating deficit reserve account shall be reviewed and approved by the Corporation or its servicer. This portion of the total Developer fee is referred to as the operating deficit reserve proportion. Upon the expiration of the Compliance Period, any remaining balance may be drawn to pay down any outstanding Corporation debt on the proposed Development. If there is no Corporation loan debt on the proposed Development at the end of the Compliance Period, then any remaining balance in said operating deficit reserve account shall be placed in a replacement reserve account for the proposed Development. In no event shall the remaining balance in said operating deficit reserve account be paid to the Developer.

The Corporation will allow up to 100 percent of the eligible Developer fee to be deferred and used as a source on the Development Cost Pro Forma without the requirement to show evidence of ability to fund.

The proportion of Developer fee above 16 percent used for the operating deficit reserve will not be included in whatever level of Developer fee is committed to the

Non-Profit entity(ies).

(ii) General Contractor Fee:

General Contractor fee shall be limited to 14 percent of actual construction cost. The maximum allowable General Contractor fee will be tested during the scoring of the Application by multiplying the actual construction cost (item 'A1.1 Actual Construction Cost' in the Development Cost Pro Forma) by 14 percent, rounded down to the nearest dollar.

(iii) Contingency Reserves:

The maximum hard and soft cost contingencies allowed cannot exceed (i) 5 percent of hard and soft costs for Development Category of New Construction or (ii) 15 percent of hard costs and 5 percent of soft costs for Development Category of Acquisition and Substantial Rehabilitation, as further described in Rule Chapter 67-48, F.A.C. The determination of the contingency reserve is based on hard costs being represented by item 'A1.3. TOTAL ACTUAL CONSTRUCTION COSTS' in the Development Cost Pro Forma and soft costs being represented by item 'A2. TOTAL GENERAL DEVELOPMENT COST' in the Development Cost Pro Forma.

(iv) Operating Deficit Reserves:

An operating deficit reserve is not to be included as part of Development Costs and cannot be used in determining the maximum Developer fee. Applicants may not enter any amounts pertaining to any type of reserve other than the contingency reserve mentioned above on the Development Cost Pro Forma as part of the Application process. A reserve, including an operating deficit reserve, if necessary as determined by an equity provider, first mortgage lender, and/or the Credit Underwriter engaged by the Corporation in its reasonable discretion, will be required and sized in credit underwriting. The inclusion of any reserve is not permitted in the Application (other than the permitted contingency reserve) which may include, but is not limited to, operating deficit reserve, debt service shortfalls, lease-up, rent-re-stabilization, working capital, lender or syndicator required reserve(s), and any pre-funded capital (replacement) reserves. If any reserve other than the permitted contingency reserve can be identified and is included in the Development Cost Pro

Forma, the Corporation will remove it during Application scoring.

Developer fee and General Contractor fee must be disclosed. In the event the Developer fee and/or General Contractor fee are/is not disclosed on the Development Cost Pro Forma, the Corporation will assume that these fees will be the maximum allowable and will add the maximum amount(s) to Total Development Cost. If an Applicant lists a Developer fee, General Contractor fee, contingency reserve or operating deficit reserve that exceeds the stated Application limits, the Corporation will adjust it/them to the maximum allowable. As stated above, Applicants may not enter any amounts pertaining to operating deficit reserves. The Corporation will not consider any operating deficit reserves listed on the Pro Forma.

- (b) SAIL Loan Request Amount, as stated by the Applicant at question 14.a.(1). of Exhibit A.
- (c) ELI Loan Amount, as stated by the Applicant at question 14.a.(2). of Exhibit A. The Applicant should list on the Construction/Rehab and Permanent Analysis the amount of ELI gap funding for which the Applicant is eligible, as provided in Section Four A.14.a.(2). above.

d. Other Non-Corporation Funding Proposals:

Unless stated otherwise within this RFA, in order for funding other than the Eligible SAIL Request Amount, Eligible ELI Loan Request Amount, and deferred Developer fee to be counted as a source on the Construction/Rehab and/or Permanent Analysis, the Applicant must provide documentation of all financing proposals from both the construction and the permanent lender(s) and other sources of funding. The financing proposals must state whether they are for construction financing, permanent financing, or both, and all attachments and/or exhibits referenced in the proposal must be included. Provide documentation for each source beginning with **Attachment 19** to Exhibit A and continuing with sequentially numbered attachments for each additional funding source. Evidence for each funding source must be behind its own sequentially numbered attachment.

For purposes of the Application, net operating income for a Substantial Rehabilitation Development will not be considered a source of financing.

Financing proposal documentation, regardless of whether the documentation is in the form of a commitment, proposal, term sheet, or letter of intent, must meet the following criteria. Evidence for each funding source must be behind its own numbered attachment.

- (1) Each financing proposal shall contain:
 - (a) Amount of the construction loan, if applicable;

- (b) Amount of the permanent loan, if applicable;
- (c) Specific reference to the Applicant as the borrower or direct recipient; and
- (d) Signature of all parties, including acceptance by the Applicant.

Note: For ALL Applicants, eligible Local Government financial commitments can be considered without meeting the requirements of (a) through (d) above if the Applicant provides the properly completed and executed Local Government Verification of Contribution – Grant Form (Rev. 08-16) and/or the Local Government Verification of Contribution – Loan Form (Rev. 08-16) which are available on the Corporation’s Website at _____ (also accessible by clicking here). If the loan form is used, the space for entering the net present value of the loan is not applicable to this RFA and will not be considered.

- (2) Financing that has closed:

If the financing has closed in the Applicant’s name, provide a letter from the lender acknowledging that the loan has closed. The letter must also include the following information:

- Amount of the construction loan, if applicable;
- Amount of the permanent loan, if applicable; and
- Specific reference to the Applicant as the borrower/direct recipient/mortgagee.

- (3) If the financing proposal is not from a Regulated Mortgage Lender in the business of making loans or a governmental entity, evidence of ability to fund must be provided. Evidence of ability to fund includes: (a) a copy of the lender's most current audited financial statements no more than 17 months old; or (b) if the loan has already been funded, a copy of the note and recorded mortgage. The age of all financial statements is as of the Application Deadline. In evaluating ability to fund, the Corporation will consider the entity’s unrestricted current assets typically used in the normal course of business. Assets considered restricted include, but are not limited to, pension funds, rental security deposits, and sinking funds. Financing proposals from lenders who cannot demonstrate ability to fund will not count as a source of financing. Financial statements must be included in the Application. Note: This provision does not apply to deferred Developer fee.
- (4) If a financing proposal shows an amount less than the corresponding line item on the pro forma, only the financing proposal amount will be considered as a funding source. However, if a financing proposal shows an amount in excess of the corresponding line item on the pro forma, up to the total amount of the financing proposal amount may be utilized as a funding source, if needed.

- (5) The loan amount may be conditioned upon an appraisal or debt service coverage ratio or any other typical due diligence required during credit underwriting.
- (6) Financing proposals may be conditioned upon the Applicant receiving the funding from the Corporation for which it is applying.
- (7) If a financing proposal has a provision for holding back funds until certain conditions are met, the amount of the hold-back will not be counted as a source of construction financing unless it can be determined that the conditions for the release of the hold-back can be met prior to or simultaneous with the closing of the Development's permanent financing.
- (8) Grant funds are contributions to the Development, other than equity, which carry no repayment provision or interest rate. A commitment for grant funds will be considered a commitment for scoring purposes if the commitment is properly executed and, if applicable, evidence of ability to fund is provided.

e. Per Unit Construction Funding Preference:

- (1) The following Applications will qualify for this funding preference, as outlined in Section Five D of the RFA:
 - (a) Applications with a Development Category of New Construction at question 5.d. of Exhibit A, and
 - (b) Applications with a Development Category of Acquisition and Substantial Rehabilitation at question 5.d. of Exhibit A that reflect an amount of at least \$25,000 per unit when the amount listed in the Total column of the Development Cost Pro Forma for the Development Cost line item A1.1. Actual Construction Cost is divided by the number of total units in the Development.
- (2) The following Applications will not qualify for this funding preference:

Applications with a Development Category of Acquisition and Substantial Rehabilitation at question 5.d. of Exhibit A that reflect an amount less than \$25,000 per unit, when the amount listed in the Total column of the Development Cost Pro Forma for the Development Cost line item A1.1. Actual Construction Cost is divided by the number of total units in the Development.

Indicate whether the proposed development qualifies for this funding preference at question 14.e. of Exhibit A.

Except for deferred Developer fee, Eligible SAIL Request Amount, and Eligible ELI Loan Request Amount, the Application requires information on all sources of Development funding and the proposed uses of those funds, as outlined above. All loans, grants, donations, etc., should be detailed in the Application as

outlined above. The total amount of monetary funds determined to be in funding proposals must equal or exceed uses.

Addenda:

The Applicant may use the Addenda section of Exhibit A to provide any additional information or explanatory addendum for items in the Application except for the items described at questions 2.b., 4.b., 11.a., 11.b., 12., and 13. of Exhibit A. Please specify the particular Item to which the additional information or explanatory addendum applies.

**SECTION FIVE
SCORING AND SELECTION PROCESS**

Committee members shall independently evaluate and score their assigned portions of the submitted Applications, consulting with non-committee Corporation staff and legal counsel as necessary and appropriate.

A. Eligibility Items

The Corporation will reject any competitive Application submittal and no action will be taken to score the Application if any of these submission requirements outlined in Section Three, A. are not met: (i) the Application is submitted online by the Application Deadline, (ii) the required number of hard copies are submitted by the Application Deadline, (iii) the Applicant's hard copy submission is contained in a sealed package, (iv) the Applicant Certification and Acknowledgement form, containing an original signature, is included in the Application labeled "Original Hard Copy" as of the Application Deadline, or (v) the required SAIL Application fee is paid as of Application Deadline. The Corporation will also reject any competitive Application submittal and no action will be taken to score the Application if the proposed Development meets the criteria outlined in paragraph 67-48.009(5), F.A.C. and does not meet one of the stated exceptions.

Additionally, the proposed Development will not be eligible for funding under this RFA if as of the close of business the day before the Committee meets to make a recommendation to the Board, either of the following occurs:

1. An Applicant or Developer or Principal, Affiliate or Financial Beneficiary of the Applicant or Developer has received an award of any funding from Florida Housing Finance Corporation prior to January 1, 2010, and the funding either (i) has not closed and has not been returned to the Corporation; and/or (ii) has closed since October 1, 2014, but no funding has been drawn as of July 1, 2015;

and/or

2. There are any financial obligations for which an Applicant or Developer or Principal, Affiliate or Financial Beneficiary of the Applicant or Developer is in arrears to the Corporation or any agent or assignee of the Corporation as reflected on the most recently published Past Due Report posted to the Corporation's which is available on the Corporation's Website at <http://www.floridahousing.org/PropertyOwnersAndManagers/PastDueReports/> (also

accessible by clicking [here](#)), but not more recently than five (5) business days prior to the date the Committee meets to make a recommendation to the Board.

B. Mandatory Items

Selection of at least one (1) Persons with Special Needs population
Demographic Commitment description
Contact information
Name of Applicant
Applicant qualifies as a Non-Profit Applicant
Articles of Incorporation demonstrating that one of the Applicant entity's purposes is to foster low-income housing provided
Evidence Applicant is a legally formed entity qualified to do business in Florida
Confirmation that at least 25% of the Developer fee is going to the Non-Profit entity provided
Principals of the Applicant and Developer(s) Disclosure Form
Name of Each Developer
Evidence each Developer entity is a legally formed entity
Prior General Development Experience Chart
Name of Proposed Development
County where the proposed Development is or will be located
Location of Development Site provided
Development Category provided
Development Type provided
Total Number of Units provided
Unit Mix provided
Demonstration of Site Control
Demonstration of Ability to Proceed
SAIL Request Amount provided
Financing Information, including the Development Cost Pro Forma and that the Total Development Cost Per Unit Limitation is met. Note: the Total Development Cost Per Unit Limitation calculation method is described in Item B of Exhibit D.
Minimum of 65 points achieved

C. Point Items

Items for which Points May Be Awarded	Maximum Points
Operating/Managing Permanent Supportive Housing Experience	40
Access to Community-Based Services and Amenities:	--
Groceries, education, household shopping, employment	20
Specific healthcare/supportive services needs of intended residents	30
Approach toward Income and Credit Status of Intended Individuals and Families	15
Tenant Selection	20
Total Possible Points:	125

D. Sorting Order - All Applications may receive points up to the maximum outlined above. Applications that receive at least 65 points and met all other Eligibility and Mandatory Items described in A. and B. above will be considered eligible Applications.

1. All Applications that qualify as 100% Non-Profit and commit to provide 100 percent of the Developer fee to the Non-Profit entity will be considered Tier 1 Applications. All Applications for proposed Developments that did not qualify as Tier 1 Applications will be considered Tier 2 Applications. Tier 1 Applications will be listed above Tier 2 Applications.

2. Tie-breakers

All Tier 1 Applications will be sorted by score (with those receiving the highest score receiving the most preference). In the event that multiple Tier 1 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. This same sorting process will be performed for Tier 2 Applications.

- a. Qualifying Financial Assistance Preference – Applicants that can demonstrate Qualifying Financial Assistance, as described in Section Four, A.14.b., that is equal to at least 3 percent of the Applicant’s Eligible SAIL Request Amount will receive preference over those that do not demonstrate this amount. If the Applicant qualifies for this preference and is awarded funding under this RFA, the Applicant must provide and maintain at least 3 percent of the Eligible SAIL Request Amount in Qualifying Financial Assistance within the permanent sources of financing.
- b. Per Unit Construction Funding Preference – Applicants that qualify for the preference outlined in Section Four, A.14.e. will be listed above Applications that do not qualify for the preference.
- c. SAIL Request as Percentage of Total Development Cost - An Application with a SAIL request amount as a percentage of Total Development Cost (TDC) of 35 percent or less will receive preference over an Application with a SAIL request amount as a percentage of TDC of more than 35 percent. The ELI Loan Amount is not part of this calculation.
- d. SAIL Leveraging - The Application with the lower amount of SAIL funds per unit will receive preference. This amount will be calculated by dividing the Applicant’s Eligible SAIL Request Amount by the total number of units. If the Applicant’s SAIL Request Amount at question 14.a.(1) of Exhibit A is adjusted by the Corporation during the scoring process, the adjusted amount will be used for this calculation. The ELI Loan Amount is not part of this calculation.
- e. Florida Job Creation Preference as outlined in Item H of Exhibit D.
- f. Lottery – if the tie-breakers above do not break all ties, then the Application that received the lowest lottery number will receive preference.

E. Funding Selection:

Funding Available: \$16,100,000, which includes SAIL funding plus ELI funding

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 SAIL Funding available to

fully fund the Eligible SAIL Request Amount, plus the Eligible ELI Request Amount, if applicable.

County Award Tally:

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

The Corporation will prioritize eligible unfunded Applications that meet the Funding Test and are located in counties that have the lowest applicable County Award Tally above other eligible unfunded Applications in counties 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. If there are multiple eligible unfunded Applications that meet the Funding Test and have the lowest County Award Tally, the Corporation will select the highest ranking Application among them for tentative funding.

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 into the applicable Tier levels, then, within each Tier level, from highest score to lowest score, applying tie-breakers in the order described in Section Five, D. above.

Selection Process:

- a. The first Application selected for funding will be the highest ranking eligible Small or Medium County Application.
- b. The next Application selected for funding will be the highest ranking eligible Large County Application.
- c. After the highest ranking Application(s) based on County size are selected in a. and b. above, the next Application(s) selected for funding will be the highest ranking unfunded Applications that (i) can meet the Funding Test, and (ii) has a County Award Tally that is less than or equal to any other eligible unfunded Applications that also meet the Funding Test.
- d. If none of the eligible unfunded Applications meet the Funding Test, no further Applications will be considered for funding. Any remaining funding will be distributed as approved by the Board.

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 Rule Chapter 67-48, F.A.C., will be distributed as approved by the Board.

**SECTION SIX
AWARD PROCESS**

- A. The Corporation's Executive Director will appoint a staff review Committee. Each member of the review Committee will be assigned a certain part or parts of each Application to review and score, consulting with non-committee Corporation staff and legal counsel as necessary and appropriate.
- B. The Committee shall conduct at least one public meeting during which the Committee members may discuss their evaluations, select Applicants to be considered for award, and make any scoring adjustments deemed necessary to best serve the interests of the Corporation's mission. The Committee will list the Applications deemed eligible for funding in order from highest total score to lowest total score, applying the 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 an invitation to enter 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 Rule Chapter 67-48, F.A.C.
- F. The Corporation reserves the right to assign a technical assistance provider for any Application that receives a preliminary award from the Corporation's Board of Directors. 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.

Exhibit A to RFA 2016-115

1. Applicant Certification and Acknowledgement (Mandatory)

The Applicant must include a signed Applicant Certification and Acknowledgement form as **Attachment 1** to Exhibit A, as outlined in Section Four A. of the RFA.

2. Persons with Special Needs Demographic Commitment (Mandatory)

a. The Applicant must select at least one (1) box from options a.(1). through a.(5). below that specifies the defined Persons with Special Needs population(s) that the Applicant proposes to serve. The Applicant may serve more than one of the populations below.

- (1) Adult persons requiring independent living services in order to maintain housing or develop independent living skills and who has a Disabling Condition that currently impairs or is likely to impair their physical mobility;

- (2) Persons receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits;

- (3) Adult persons requiring independent living services in order to maintain housing or develop independent living skills and who has a Disabling Condition that neither currently impairs nor is likely to impair their physical mobility, such as persons with a mental illness;

- (4) Young adults formerly in foster care who is eligible for services under Section 409.1451(5), F.S.; and/or

- (5) Survivors of domestic violence as defined in Section 741.28, F.S.

The Applicant should refer to Section Four A.2.a. of the RFA before making a selection.

b. As further explained in Section Four, A.2.b of the RFA, provide a detailed description of the intended residents' characteristics, Permanent Supportive Housing needs and preferences. Applicants must provide a detailed description of the resident household characteristics, needs and preferences of the intended residents and how the proposed Development will meet these needs and preferences. 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.](#)

3. Applicant Information (Mandatory)

- a. The Applicant must state the name of the Applicant entity:

[Click here to enter text.](#)

(Note: The site control documents must reflect this name.)

- b. The Applicant must be a legally formed entity [i.e., limited partnership, limited liability company, etc.] qualified to do business in the state of Florida as of the Application Deadline. The Applicant must include, as **Attachment 4**, evidence from the Florida Department of State, Division of Corporations, that the Applicant satisfies the foregoing requirements; such evidence may be in the form of a certificate of status or other reasonably reliable information or documentation issued, published or made available by the Florida Department of State, Division of Corporations.

- c. The Non-Profit Applicant must include the following:

(1) The IRS determination letter demonstrating that, as of the Application Deadline, the Applicant entity is a private Non-Profit organization under 501(c)(3) or 501(c)(4) of the IRC as **Attachment 2**.

(2) The Non-Profit Applicant's Articles of Incorporation or most recently submitted IRS form 990 demonstrating that, as of the Application Deadline, one of the Applicant entity's purposes is to foster low-income housing as **Attachment 3**.

(3) State the Percentage of Developer's fee* that will go to the Non-Profit entity:
[Click here to enter text.](#) %

Note: To be eligible for funding, the Non-Profit entity(ies) must receive at least 25 percent of the Developer Fee*.

*For this question, Developer Fee means the portion of the Developer fee that remains after subtracting the operating deficit reserve, if applicable, as described in Section Four, A.14.c.(1)(a) of the RFA.

- d. The Application must include a properly completed Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 08-16). This information should be inserted in the hard copies of the Application following the Development Cost Pro Forma.

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

4. General Developer and Operating/Managing Permanent Supportive Housing Experience

a. General Developer Information (Mandatory):

- (1) The Applicant must state the name of each Developer, including all co-Developers.

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

- (2) As further described in Section Four, A.4.a.(2) of the RFA, for each stated Developer entity that is not a natural person, provide, as **Attachment 6**, evidence from the Florida Department of State, Division of Corporations, that each Developer is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline.

- (3) As further described in Section Four, A.4.a.(3) of the RFA, the Applicant must provide, as **Attachment 7**, a prior experience chart for each natural person Principal intending to meet the minimum general development experience reflecting the required information for the two (2) completed affordable rental housing developments.

b. Operating/Managing Permanent Supportive Housing Experience (maximum of 40 points)

As further explained in Section Four, A.4.b. of the RFA, 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 2.b. 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.](#)

5. General Development Information (Mandatory)

a. The Applicant must state the name of the proposed Development:

[Click here to enter text.](#)

b. The Applicant must indicate the county where the proposed Development will be located:

[Choose a county.](#)

- c. The Applicant must state (i) the address number, street name, and name of city and/or (ii) the street name, closest designated intersection, and either name of city or unincorporated area of county for the proposed Development.

[Click here to enter text.](#)

- d. Development Category:

- New Construction
- Acquisition and Substantial Rehabilitation

- e. Select the Development Type(s) of the proposed Development.

- Garden Apartments
- Townhomes
- Duplexes
- Triplexes
- Quadraplexes

- f. Does the proposed Development meet the requirements to be considered to be concrete construction?

- Yes
- No

- g. The Applicant must state the total units in the proposed Development [Click here to enter text.](#)

- h. Unit Mix

As described in Section Four, A.5.h. of the RFA, the Applicant must complete the Unit Mix chart below:

Number of Bedrooms per Unit	Number of Baths per Unit	Number of Units per Bedroom Type	Number of Units that are ELI Set-Aside Units
Enter Number	Enter Number	Enter Number	Enter Number
Enter Number	Enter Number	Enter Number	Enter Number
Enter Number	Enter Number	Enter Number	Enter Number
Enter Number	Enter Number	Enter Number	Enter Number
Enter Number	Enter Number	Enter Number	Enter Number
Enter Number	Enter Number	Enter Number	Enter Number

6. Set-Aside Commitments and Compliance Period

- a. All Applicants commit to set aside 75 percent of the total units for Persons with special needs.
- b. The Applicant commits to set-aside 100 percent of the units to households with incomes at or below 60 percent of the area median income (AMI).
- c. The Applicant commits to set-aside 25 percent of the total units in the proposed Development for Extremely Low Income (ELI) Households.
- d. Compliance Period:
 - (1) The Applicant irrevocably commits to the Persons with Special Needs demographic commitment and the defined Persons with Special Needs population(s) selected at question 2.a. for a minimum of 30 years.
 - (2) The Applicant irrevocably commits to the income set-aside commitment for a minimum of 30 years, except that Applicant commits to the ELI set-aside commitment for a minimum of 15 years. After year 15, all of the ELI set-aside units may convert to serve residents at or below 60 percent AMI.

7. Site Control (Mandatory)

As further described in Section Four, A.7. of the RFA., the Applicant must demonstrate that the Applicant entity, as named in question 3.a., has control of the Development site(s) by providing, as **Attachment 8**, one or more of the following:

- 1. Recorded Deed or Certificate of Title; and/or
- 2. Lease; and/or
- 3. Purchase contract, including any assignment as applicable.

8. Ability to Proceed (Mandatory)

As outlined in Section Four, A.8. of the RFA, the Applicant must provide the following information to demonstrate Ability to Proceed:

- a. Status of Site Plan or Plat Approval. The Applicant must provide, as **Attachment 9**, the applicable properly completed and executed verification form: (a) Florida Housing Finance Corporation Local Government Verification of Status of Site Plan Approval for Multifamily Developments form (Form Rev. 08-16); or (b) Florida Housing Finance Corporation Local Government Verification of Status of Plat Approval For Residential Rental Developments (Form Rev. 08-16).
- b. Appropriate Zoning. The Applicant must provide, as **Attachment 10**, the applicable properly completed and executed verification form: (a) Florida Housing Finance Corporation Local Government Verification that Development is Consistent with Zoning and Land Use Regulations form (Form Rev. 08-16) or (b) Florida Housing Finance

Corporation Local Government Verification that Permits are not Required for this Development form (Form Rev. 08-16).

- c. Availability of Electricity. The Applicant must provide, as **Attachment 11**, an acceptable letter from the service provider or the properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Electricity form (Form Rev. 08-16).
- d. Availability of Water. The Applicant must provide, as **Attachment 12**, an acceptable letter from the service provider or the properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Water form (Form Rev. 08-16).
- e. Availability of Sewer. The Applicant must provide, as **Attachment 13**, an acceptable letter from the service provider or the properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Sewer Capacity, Package Treatment, or Septic Tank form (Form Rev. 08-16).
- f. Availability of Roads. The Applicant must provide, as **Attachment 14**, an acceptable letter from the Local Government or the properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Roads form (Form Rev. 08-16)

9. Design and Construction Features

The Applicant commits to provide the required Design and Construction Features outlined at Section Four A.9. of the RFA.

10. Resident Community-Based Services Coordination

The Applicant commits to provide Resident Community-Based Services Coordination as outlined in Section Four A.10. of the RFA.

11. Access to Community-Based Services and Resources (Maximum 50 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 may be awarded points for providing information regarding access to community-based services and resources outlined below.

- a. Access to Groceries, Education, Household Shopping, and Employment for Residents (Up to 20 Points)

As further explained in Section Four, A.11.a. of the RFA., 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 three (3) 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 15** to supplement the description(s).

[Click here to enter text.](#)

- b. Access to Specific Healthcare and/or Supportive Services Needs of Intended Resident (Up to 30 Points)

As further explained in Section Four, A.11.b. of the RFA., 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 2.b., 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 three (3) typed pages within the text box below. Up to three (3) additional pages of appropriate exhibits, not created by the Applicant, may be provided to as **Attachment 16** to supplement the description(s).

[Click here to enter text.](#)

12. Approach toward Income and Credit Status of Intended Individuals and Families Applying for Residency. (Up to 15 points)

As further described in Section Four, A.12. of the RFA, describe any selection criteria policies or approaches that will be used by the Applicant's property management to assist in determining a prospective resident household's eligibility for tenancy that takes into consideration a prospective household's income and credit history that normally affect their ability to lease safe and decent rental housing.

The Applicant's description(s) is limited to no more than three (3) typed pages within the text box below. Up to three (3) additional pages of appropriate exhibits, not created by the Applicant, may be provided to as **Attachment 17** to supplement the description(s).

[Click here to enter text.](#)

13. Tenant Selection (Up to 20 Points)

As further described in Section Four, A.13. of the RFA, describe the outreach and marketing activities, beyond those required in the Fair Housing Act as implemented by 24 CFR Part 100, that will be conducted initially and on a continuing basis to market the Development to the intended individuals and families with special needs and will be used to develop and retain a pool of prospective residents.

The Applicant's description(s) is limited to no more than three (3) typed pages within the text box below.

[Click here to enter text.](#)

14. Funding Available for the proposed Development

- a. Corporation Funding

- (1) Applicant's SAIL Request Amount: \$ [Click here to enter text.](#)
- (2) Applicant's ELI Loan Request Amount: \$ [Click here to enter text.](#)
- (3) Other funding:

If a PLP loan has been awarded for the proposed Development, provide the following information:

Corporation File #	Amount of Funding
Click here to enter text.	\$ Click here to enter text.

b. Qualifying Financial Assistance Preference

As further described in Section Four, A.14.b. of the RFA, to qualify for the Qualifying Financial Assistance Preference, the Applicant must state the amount of Qualifying Financial Assistance below and provide, as **Attachment 18**, the funding proposal that meets the requirements provided in Section Four, A.14.d.(1). Qualifying Financial Assistance for which acceptable funding proposals are not provided will not be counted as a source of funding or as Qualifying Financial Assistance.

- (1) The Applicant has received* the following amount to be used as a source of funding for the proposed Development \$ [Click here to enter text.](#)
- (2) The following amount is an approved* source to be used as a source of funding for the proposed Development \$ [Click here to enter text.](#)
- (3) The following amount is a pending* source to be used as a source of funding for the proposed Development \$ [Click here to enter text.](#)
- (4) The total amount of Cash Funding is \$ [Click here to enter text.](#)
(a. + b. + c.)

If (a) the amount in d. is equal to at least 3 percent of the Applicant's Eligible SAIL Request Amount; and (b) the qualified funding proposals demonstrate Cash Funding for an amount that is equal to at least 3 percent of the Applicant's Eligible SAIL Request Amount, the Applicant will receive preference in the funding selection process.

*Received Cash Funding represents funding that the Applicant has collected and deposited. 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.

c. Development Cost Pro Forma

As further described in Section Four, A.14.c., all Applicants must complete the Development Cost Pro Forma, which includes all anticipated costs of the Development construction, rehabilitation and, if applicable, acquisition, including the Developer fee and General Contractor fee, as well as all anticipated sources of funding. The

Development Cost Pro Forma must be uploaded as described in the submission requirements outlined in Section Three, A.

d. Other Non-Corporation Funding Proposals

As further described in Section Four, A.14.d. of the RFA, unless stated otherwise within this RFA, in order for funding other than the Eligible SAIL Request Amount, Eligible ELI Loan Request Amount, and deferred Developer fee to be counted as a source on the Construction/Rehab and/or Permanent Analysis, the Applicant must provide documentation evidencing all financing proposals from both the construction and the permanent lender(s), and other sources of funding beginning with **Attachment 19**, and continuing with sequentially numbered attachments for each additional funding source.

e. Per Unit Construction Funding Preference:

Does the proposed Development qualify for the Per Unit Construction Funding Preference, as outlined at Section Four, A.14.e. of the RFA?

Yes

No

Addenda

The Applicant may use the Addenda section of Exhibit A to provide any additional information or explanatory addendum for items in the Application except for the items described at questions 2.b., 4.b., 11.a., 11.b., 12., and 13. of Exhibit A. Please specify the particular Item to which the additional information or explanatory addendum applies.

[Click here to enter text.](#)

Applicant Certification and Acknowledgement

1. The Applicant acknowledges and certifies that the information outlined in Item A of Exhibit D will be provided by the stated due dates outlined, 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.
2. 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:
 - a. All requirements outlined in the RFA and all commitments made by the Applicant will be met. The quality of the construction features committed to by the Applicant is subject to approval of the Board of Directors;
 - b. The Applicant certifies that the proposed Development can be completed and operating within the development schedule and budget submitted to the Corporation;
 - c. The Non-Profit Applicant entity owns at least 51 percent of the ownership interest in the Development and will receive the greater of (i) 25 percent of the Developer fee; or (ii) the percentage of Developer fee committed to as stated amount at question 3.b. of Exhibit A. (Developer fee is limited to 21 percent of the Development Cost as further outlined in Section Four, A.14.c.(1)(a)(i);
 - d. The information outlined in Exhibit D to the RFA will be provided within the timeframes prescribed by the Corporation and/or the Credit Underwriter;
 - e. The SAIL Applicant entity shall be the borrowing entity and cannot be changed until after loan closing. Replacement of the Applicant or a material change (33.3 percent or more of the Applicant, a General Partner of the Applicant, or a member of the Applicant) in the ownership structure of the named Applicant prior to loan closing shall result in disqualification from receiving funding and shall be deemed a material misrepresentation. Changes after loan closing require Board approval;
 - f. 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 past performance record, financial capacity, and any and all other matters relating to the Development Team, which consists of Developer, Management Company, General Contractor, Architect, Attorney, and Accountant, will be reviewed during credit underwriting. The Credit Underwriter may require additional information from any member of the Development Team including, without limitation, documentation on other past projects and financials. Development Teams with an unsatisfactory past performance record, inadequate financial capacity or any other unsatisfactory matters relating to their suitability may result in a negative recommendation from the Credit Underwriter;

Applicant Certification and Acknowledgement

- g. The Principals of each Developer identified in the Application, including all co-Developers, may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Applicant has been invited to enter credit underwriting. In addition, any allowable replacement of an experienced Principal of a Developer entity must meet the experience requirements that were met by the original Principal;
- h. The total number of units stated in the Application 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;
- i. The Applicant's commitments will be included in the Land Use Restriction Agreements (LURAs) and must be maintained in order for the Development to remain in compliance, unless the Board approves a change;
- j. The applicable fees will be due as outlined in this RFA and/or as otherwise prescribed by the Corporation and/or the Credit Underwriter;
- k. 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 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;
- l. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees requested or required. The Applicant understands and agrees that the Corporation is not responsible for actions taken by the Applicant in reliance on a preliminary commitment by the Corporation. The Applicant commits that no qualified residents will be refused occupancy because they have Section 8 vouchers or certificates;
- m. By Certificate of Occupancy, the Applicant commits to participate in the statewide housing locator system, as required by the Corporation;
- n. 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;
- o. 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

Applicant Certification and Acknowledgement

applicable Florida Statutes and the credit underwriting and program provisions outlined in the RFA and Rule Chapter 67-48, F.A.C.;

- p. When eliciting information from third parties required by this RFA and/or included in this Application, Applicant has provided such parties the 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;
- q. The Applicant agrees and acknowledges that the Application will be subject to the Total Development Cost Per Unit Limitation, outlined in item B of Exhibit D, during the scoring, credit underwriting, and at the closing of the SAIL and ELI Loans;
- r. The Applicant agrees and acknowledges that the Financial Reporting Form SR-1 will be provided as outlined in Item F.5. of Exhibit D;
- s. The Applicant agrees and acknowledges that it will conform to the requirements as outlined Item F.5. of Exhibit D of the RFA regarding Section 504; the use of replacement reserve funds; Part IIIA, Sections 401 through 408 and 410, of the Fannie Mae Multifamily Delegated Selling and Servicing Guide; Part IIIA, Section 322, of the Fannie Mae Multifamily Selling and Servicing Guide; and Federal Regulations;
- t. The undersigned understands and agrees that in the event that the Applicant is invited into credit underwriting, the Applicant must submit IRS Form 8821 for all Financial Beneficiaries and natural person Principals disclosed on the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 08-16).
- t. The Respondent understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.; and
- u. 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)

Exhibit B to RFA 2016-115 – Required Forms

A. Applicant Certification and Acknowledgement Form –

As outlined in Section Three A., Section Four A.1.b., and Section Five of the RFA, the Applicant must provide in the copy of the Application labeled “Original Hard Copy,” an Applicant Certification and Acknowledgement form for RFA 2016-115 that contains an original signature (blue ink preferred). The Applicant Certification and Acknowledgement form is available at _____ (also accessible by clicking her). Note: If the Applicant provides any other version of the Applicant Certification form, the form will not be considered.

B. Ability to Proceed Verification Forms -

As outlined in Section Four, A.8. of the RFA, the Applicant must provide the following Ability to Proceed documentation:

1. Florida Housing Finance Corporation Local Government Verification of Status of Site Plan Approval for Multifamily Developments form (Form Rev. 08-16) or Florida Housing Finance Corporation Local Government Verification of Status of Plat Approval for Residential Rental Developments (Form Rev. 08-16).
2. Florida Housing Finance Corporation Local Government Verification that Development is Consistent with Zoning and Land Use Regulations form (Form Rev. 08-16) or Florida Housing Finance Corporation Local Government Verification that Permits are not Required for this Development form (Form Rev. 08-16).
3. Florida Housing Finance Corporation Verification of Availability of Infrastructure – Electricity form (Form Rev. 08-16) or a letter from the provider that meets the requirements outlined in Section Four A.8.c.(2) of the RFA.
4. The Florida Housing Finance Corporation Verification of Availability of Infrastructure – Water form (Form Rev. 08-16) or a letter from the provider that meets the requirements outlined in Section Four A.8.d.(2) of the RFA.
5. The Florida Housing Finance Corporation Verification of Availability of Infrastructure – Sewer Capacity, Package Treatment, or Septic Tank form (Form Rev. 08-16) or a letter from the provider that meets the requirements outlined in Section Four A.8.e.(2) of the RFA.
6. The Florida Housing Finance Corporation Verification of Availability of Infrastructure – Roads form (Form Rev. 08-16) or a letter from the Local Government that meets the requirements outlined in Section Four A.8.f.(2) of the RFA.

The Florida Housing Ability to Proceed Verification forms are available at _____ (also accessible by clicking here). Note: If the Applicant provides any prior version of the Ability to Proceed form(s), the form(s) will not be considered.

Exhibit C to RFA 2016-115 - Definitions

“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.
“Disabling Condition”	<p>A diagnosable substance abuse disorder, serious mental illness, developmental disability, or chronic physical illness or disability, or the co-occurrence of two or more of these conditions, and a determination that the condition is:</p> <p>(a) Expected to be of long-continued and indefinite duration; and</p> <p>(b) Not expected to impair the ability of the person with special needs to live independently with appropriate supports.</p>
“Mobility Impairment”	The inability to use one or more extremities, or a lack of strength to walk, transfer, grasp, or lift objects. The use of a wheelchair, crutches, walker or other assistive devices may be needed to aid in mobility.
“Permanent Supportive Housing”	Affordable rental housing that is leased for continued occupancy for as long as the tenant complies with lease requirements. The lease shall have no limits on length of tenancy related to the provision or participation in supportive services. Permanent Supportive Housing shall facilitate and promote activities of daily living, access to community-based services and amenities, and inclusion in the general community. Permanent Supportive Housing shall strive to meet the needs and preferences of the focus households.
“Regulated Mortgage Lender”	<p>(a) A state or federally chartered entity authorized to transact business in this state that regularly engages in the business of making mortgage loans secured by real property in this state, whose mortgage lending activities subject it to the jurisdiction of the State of Florida Office of Financial Regulation, the Board of Governors of the Federal Reserve, Office of the Comptroller of the Currency, the National Credit Union Administration, or the Federal Deposit Insurance Corporation; (b) A Fannie Mae-approved lender whose name appears on the Fannie Mae list of Delegated Underwriting and Servicing (DUS®) Lenders (list available by clicking here); (c) A HUD-approved lender whose name appears on the U.S. Department of Housing and Urban Development (HUD) list of Multifamily Accelerated Processing (MAP) Approved Lenders (list available by clicking here); (d) A RD-approved lender whose name appears on the U.S. Department of Agriculture, Rural Development (RD), list of Section 538 Guaranteed Rural Rental Housing approved lenders (list available by clicking here); (e) A Freddie Mac-approved multifamily lender whose name appears on Freddie Mac’s lists of Program Plus (Florida region) lenders,</p>

Targeted Affordable Housing lenders or Seniors Housing lenders (lists available by clicking [here](#)); or (f) a mortgage lender that is a certified Community Development Financial Institution (CDFI) in the State of Florida that has been awarded funding from the CDFI Fund in a cumulative amount of at least \$5,000,000, exclusive of New Market Tax Credit (NMTC) awards, whose name and CDFI awards can be confirmed on the CDFI Fund's web site (Qualified CDFI)(list available by clicking [here](#), and the affiliate(s) of such Qualified CDFI. As used herein, the affiliate(s) of a Qualified CDFI means the parent, subsidiary or successor of the Qualified CDFI, or an entity that shares common ownership or management with the Qualified CDFI. If the lender is an affiliate of the Qualified CDFI, the funding letter(s) being considered by the Corporation must include the name-of the Qualified CDFI and a statement that the lender is an affiliate of the Qualified CDFI.

“Shared Housing”

A rental dwelling unit that is shared by Persons with Special Needs 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.

“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.

Exhibit D to RFA 2016-115 - Other Requirements

A. Timeline

1. 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 and submit the credit underwriting fee as outlined in Item G. below;
 - 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 and natural person Principals disclosed on the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 08-16) to the Corporation;
 - c. Within 21 Calendar Days of the date of the invitation to enter credit underwriting, the Applicant must provide:
 - (1) The required information concerning the remaining members of the Development Team (i.e., the Architect, Attorney, Accountant, and General Contractor), as outlined in Item E. below; and
 - (2) Certification from a licensed environmental provider confirming that a Phase I environmental site assessment has been performed for the entire Development site, and, if applicable, a Phase II environmental site assessment has been or is being performed, as outlined in Item F. below.
 - d. Applicants that select the Development Category of Substantial Rehabilitation must submit a letter from a Florida licensed architect within 60 days of the invitation to credit underwriting confirming (i) that the architect reviewed the property as well as the design, plans and specifications for the proposed Development; and (ii) there are no known impediments preventing the proposed Development from meeting all of the applicable Level 1 or Level 2 Accessibility Requirements described in Section Four, A.9.e.;
 - e. Applicants must complete the credit underwriting process within nine (9) months of the Applicant's acceptance to enter credit underwriting. Unless an extension is approved by the Corporation in writing, failure to complete the credit underwriting process by the specified deadline shall result in withdrawal of the preliminary commitment. 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 preliminary commitment, 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;

- f. The SAIL loan and ELI Loan must close within 120 Calendar Days of the date of the firm loan commitment. Applicants may request one (1) extension of up to 9 months as set out in Rule Chapter 67-48, F.A.C. In the event that the extension is granted, extension fees will be assessed as outlined in the fee section of Item G. below
- g. 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) 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;
 - (2) 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;
 - (3) The Applicant shall submit its Outreach/Marketing services coordination plan subject to the criteria provided in this RFA; and
 - (4) The Applicant must provide the properly completed and executed Americans with Disabilities Act Certification forms 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 (Forms Rev. 10-14) which are available on the Corporation's Website _____ (also accessible by clicking [here](#)).

B. Total Development Cost Per Unit Limitation

1. The Corporation shall limit the Total Development Cost (TDC) per unit for all Developments categorized by the construction type of the units as indicated by the Applicant in the RFA. The maximum amounts are provided on the TDC Per Unit Limitation chart set out below (the maximum TDC per unit exclusive of land costs and exclusive of any operating deficit reserves that are part of the permanent phase (i.e., non-construction) financing for the Development which have not been included within the Developer fee, applying any applicable TDC multiplier and/or TDC add-on) and will be tested during the scoring of the RFA, during the credit underwriting process, and also at the closing of the SAIL and ELI loans, as applicable, as outlined in C.3. below.

Proposed Developments for Persons with Special Needs will have an applicable TDC multiplier of 90 percent (to be applied against the Development’s TDC or, as in the manner presented in the example below, divided into the TDC Per Unit Limitation). This RFA does not incorporate any TDC Add-Ons (to be added to the Maximum TDC Per Unit Limitation).

These TDC Per Unit Base Limitation amounts are effective from the Application Deadline through the closing of the SAIL and ELI Loans, as applicable. Any reduction in TDC as a result of this process, will be a reduction of the 16 percent portion of the total Developer fee and will not affect the five (5) percent operating deficit reserve portion of the total Developer fee. The five (5) percent operating deficit reserve portion of the total Developer fee is excluded from the TDC Per Unit Limitation calculations.

Total Development Cost Per Unit Base Limitations

Measure	New Construction Units		Rehabilitation Units
	Wood	Concrete	Wood or Concrete
Maximum TDC Per Unit Limitation* for all counties except Broward and Miami-Dade Counties	\$183,300	\$220,400	\$154,100
Maximum TDC Per Unit Limitation* for Broward and Miami-Dade Counties	\$192,300	\$2231,200	\$161,600
Applicable TDC Multiplier			
TDC Multiplier for Persons with Special Needs		90%	

* Exclusive of land costs and exclusive of any approved operating deficit reserves that are part of the permanent phase (i.e., non-construction) financing for the Development which have not been included within the Developer fee. When the term of operating deficit reserves (ODR) are mentioned in this TDC Per Unit Limitation section, the term shall refer to these particular operating deficit reserves.

- a. Any Application that has an amount that exceeds these limitations will not be eligible to be considered for funding.
- b. Any Applicant that has the Credit Underwriter present a credit underwriting report with an amount that exceeds these limitations by more than 5 percent, after taking into consideration an escalation factor for construction costs rising after the Application Deadline of either (i) 1.8 percent for any Development with the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment that is not located within Broward or Miami-Dade Counties (or 2.4 percent for any Development that is located within Broward or Miami-Dade Counties), or (ii) 1.4 percent for any Development with the Development Category of Rehabilitation or Acquisition and Rehabilitation that is not located within Broward or Miami-Dade Counties (or 1.8 percent for any Development that is located within Broward or Miami-Dade Counties), and incorporating any applicable TDC reduction and adjustments processes provided below will receive a negative recommendation by the Credit Underwriter.

Any Applicant that has the Credit Underwriter present a credit underwriting report with an amount that exceeds these limitations, after taking into consideration the applicable escalation factor outlined above, will require staff to

review the credit underwriting report for compliance to the TDC reduction and adjustment procedure provided below:

- (1) The Developer fee will be limited to the maximum allowable within the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, in all instances. A Developer fee can be earned on qualifying TDC exclusive of land and operating deficit reserves up to the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, but it cannot be earned on costs in excess of said limitation. If the Development costs exceed the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, then the maximum allowable Developer fee will be adjusted as outlined below. The maximum allowable Developer fee can be determined by multiplying the applicable TDC Per Unit Base Limitation with respect to the Development as provided in this RFA, inclusive of any applicable escalation factor, by the number of total units in the Development. Second, divide this product by 1.21* and then multiply the result by 21 percent*. This will yield the maximum allowable Developer fee within the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor.

Prior to determining any necessary adjustment, if the Developer fee initially stated by the Applicant or Credit Underwriter is in excess of the maximum allowable Developer fee as provided in (1) above, the stated Developer fee will be reduced to said maximum allowable Developer fee and the TDC will be equally reduced to incorporate the cost reduction.

- (2) Subsequent to reducing the stated Developer fee to the maximum allowable amount provided above, additional adjustments may be necessary if the TDC Per Unit Base Limitation remains exceeded. An adjustment to the maximum allowable Developer fee shall be determined by reducing the maximum allowable Developer fee as determined in (1) above dollar-for-dollar for any costs in excess of the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, up to the lesser of (a) the actual amount of costs in excess of the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, (b) \$500,000, or (c) 25 percent of the maximum allowable Developer fee. If the stated Developer fee, inclusive of any necessary adjustments incorporated above, exceeds the maximum allowable Developer fee as adjusted herein, the stated Developer fee, inclusive of any necessary adjustments incorporated above shall be further adjusted to not exceed the new maximum allowable Developer fee and the TDC will be equally reduced to incorporate the cost reduction. If after following this Developer fee limitation process, the TDC exclusive of land costs and operating deficit reserves is reduced to be within the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, then the Developer fee adjustment calculation is complete. If the TDC exclusive of land costs and operating deficit reserves remains above the amount allowed by the TDC Per Unit Base Limitation, inclusive of any

applicable escalation factor, then there is an additional Developer fee adjustment, as outlined in (3) below.

- (3) An additional Developer fee adjustment will be initiated to further reduce the allowable Developer fee in the event the Development's TDC exclusive of land costs and operating deficit reserves (as adjusted above) exceeds the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor. The reduction will be determined by deriving a percentage amount that the Development's TDC exclusive of land costs and operating deficit reserves (as adjusted above) exceeds the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, and multiplying this excess percentage by the amount of the adjusted Developer fee, resulting in a product that is the additional adjustment to the Developer fee (with a corresponding adjustment to the Development's TDC exclusive of land costs and operating deficit reserves). For instance, if the Development's adjusted TDC exclusive of land costs and operating deficit reserves exceeds the limitation, inclusive of any applicable escalation factor, by 4 percent, then the allowable Developer fee is further reduced by 4 percent. Once this step is complete, there is no further Developer fee adjustment or corresponding cost savings to be incorporated into the TDC as a result of having a TDC exclusive of land costs and operating deficit reserves that exceeds the limitation.

It is at this point the Development's adjusted TDC exclusive of land costs and operating deficit reserves are compared to the TDC Per Unit Base Limitation and if the TDC Per Unit Base Limitation is exceeded by more than 5 percent (as presented in the opening paragraph of 1.b above), the credit underwriting report shall be presented with a negative recommendation by the Credit Underwriter.

As a note, if the Developer fee in the credit underwriting report is already at or below this allowable Developer fee, then there is no additional adjustment to be incorporated into the Developer fee. This also means there are no corresponding costs savings to reduce the TDC since all TDC cost reductions stemming from this process are coming from reducing the Developer fee. If the Developer fee in the credit underwriting report needs to be reduced to incorporate any adjustment as provided above, then as the Developer fee is reduced, so is the TDC in order to incorporate the reduced Developer fee cost.

2. Example for determining compliance with TDC Per Unit Base limitation:

A 25-unit Development with a Development Category of new construction and a Development Type of Concrete (NC) reports a TDC of \$6,000,000, inclusive of a stated Developer fee of \$1,040,000 (comprised of a 5% ODR portion of \$247,619 and a 16% portion of \$792,381), but exclusive of land costs and all operating deficit reserves at time of credit underwriting, and also prior to any adjustment:

Calculate TDC Limitation for the Development and Maximum Allowable Developer fee

- 1.(a) TDC Per Unit Base Limitation, inclusive of any applicable escalation factor (1.8%), any applicable TDC Multiplier (90%), and any applicable TDC Add-On (\$): $(\$220,400 \text{ Per Unit} + \$0 \text{ TDC Add-On}) \times (1 + 1.8\%) / 90\%$ TDC Multiplier = \$249,297 Per Unit.
- 1.(b) Determine TDC Limitation for the Development: $\$249,297 \text{ Per Unit} \times 25 \text{ units} = \$6,232,422$.
- 1.(c) Implied maximum Development Cost per the limitation: $\$6,232,422 \div 1.21 = \$5,150,763$.
- 1.(d) Determine maximum allowable Developer fee within the limitation (prior to any Developer fee adjustment): $\$5,150,763 \times 21\% = \$1,081,660$.
- 1.(e) This maximum Developer fee of \$1,081,660 is further allocated into the maximum 16% portion (at \$824,122) and the maximum 5% ODR portion (at \$257,538).

First Developer fee/TDC adjustment Calculation Methodology (If necessary)

- 2.(a)(i) Is the stated Developer fee of \$1,150,000 greater than the maximum allowable of \$1,081,660? $\$1,150,000 > \$1,081,660$.
- 2.(a)(ii) If the response to 2.(a)(i) is yes, then determine the excess: $\$1,150,000 - \$1,081,660 = \$68,340$ (excess Developer fee and excess TDC).
- 2.(b)(i) Reduce the stated Developer fee to the lesser of either the maximum allowable (\$1,081,660) or the stated fee (\$1,150,000) and reduce the stated TDC by an equal amount: $\$1,150,000 - \$68,340 = \$1,081,660$; $\$6,670,000 - \$68,340 = \$6,601,660$.
- 2.(b)(ii) This excess Developer fee needs to be allocated first to reduce the proposed 5% ODR portion down to the maximum limit (\$257,538) and the remaining balance to the 16% portion. The amount of the excess Developer fee to be allocated to the 5% ODR is \$16,271 (\$273,809 less \$257,538) and the remaining excess Developer fee balance of \$52,069 (\$68,340 less \$16,271) is allocated to the 16% portion, yielding a 16% portion of \$824,122. The total Developer fee is now \$1,081,660 and any further Developer fee reductions will come from the 16% portion.
- 2.(c) If the response to 2.(a)(i) is no or once the adjustment of 2.(b) has been completed, then determine if the TDC remains in excess of the limitation and if so, the amount of the excess: $\$6,601,660 - \$6,232,422 = \$369,238$.
- 2.(d) Determine the lesser of either (i) \$500,000, (ii) 25 percent of the maximum allowable Developer fee ($25\% \times \$1,081,660 = \$270,415$), or (iii) 100% of the excess TDC (\$369,238): $\$270,415 < \$369,238 < \$500,000$.
- 2.(e) Apply the least amount of the three options in 2(d) above to determine the maximum allowable Developer fee, subject to this adjustment: $\$1,081,660 - \$270,415 = \$811,245$ (comprised of a 5% ODR portion of \$257,538 and a 16% portion of \$553,707).
- 2.(f) TDC reduction due to Developer fee adjustment: $\$6,601,660 - \$270,415 = \$6,331,245$.

(As a note, this TDC is still greater than the TDC Per Unit Base Limitation, inclusive of the applicable upward adjustment so an additional adjustment to the maximum allowable Developer fee will need to be calculated.)

Second Developer fee/TDC adjustment Calculation Methodology (If necessary)

- 3.(a) Determine the percentage the TDC without land costs and operating deficit reserves (as adjusted above for first adjustment) that exceeds the amount allowed by the TDC Per Unit Base Limitation: Amount of excess TDC = \$6,331,245 - \$6,232,422 = \$98,823; Excess TDC as a percentage of TDC Limitation = $\$98,823 \div \$6,232,422 = 1.59\%$.
 - 3.(b) Determine the additional adjustment: $1.59\% \times \$811,245 = \$12,864$.
 - 3.(c) Determine the final maximum Developer fee, after adjustments, at time of credit underwriting: $\$811,245 - \$12,864 = \$798,381$ (comprised of a 5% ODR portion of \$257,538 and a 16% portion of \$540,843).
 - 3.(d) Determine the final adjusted TDC at time of credit underwriting: $\$6,331,245 - \$12,864 = \$6,318,381$.
 - 3.(e) Verify the status of the 5% variance test: $(\$6,318,381 - \$6,232,422) / \$6,232,422 = 1.38\%$, which falls within the criteria of being less than or equal to 5% above of the amount allowed by the TDC Per Unit Base Limitation.
3. If, at the time of closing the SAIL and ELI loans, as applicable, the TDC has increased from the final adjusted TDC as presented at the end of the process in 1.b. above (needed due to the TDC exceeding the TDC Per Unit Base Limitation at time of credit underwriting), then the process in 1.b. above will be repeated utilizing the new, higher TDC and a Developer fee that does not exceed the adjusted Developer fee as provided after the initial process of 1.b.

If, at the time of closing the SAIL and ELI loans, as applicable, the TDC exceeds the TDC Per Unit Base Limitation (which did not need to have any need to have the cost reduction activities outlined in 1.b. above performed at the time of credit underwriting), then the process in 1.b. above will be followed utilizing the new, higher TDC with the Developer fee stated by the Applicant.

*These figures represent the applicable Developer fee percentage for the Development (21%) and one plus the applicable Developer fee percentage for the Development (1+21%).

C. Extremely Low Income (ELI):

The following chart sets out the ELI Area Median Income (AMI) for each County and the maximum SAIL ELI gap funding amounts per eligible ELI Set-Aside unit. If the Unit Mix stated by the Applicant at question 5.h. of Exhibit A is adjusted during the credit underwriting process, the ELI gap funding amount may be decreased, but under no circumstances shall it be increased.

County	2016 ELI AMI	0 & 1 Bedroom Units	2 Bedroom Units	3 & Higher Bedroom Units
Alachua	35%	\$54,500	\$63,900	\$72,000
Baker	35%	\$54,300	\$63,500	\$71,600

County	2016 ELI AMI	0 & 1 Bedroom Units	2 Bedroom Units	3 & Higher Bedroom Units
Bay	40%	\$39,600	\$46,300	\$52,300
Bradford	45%	\$27,300	\$32,100	\$36,300
Brevard	40%	\$42,300	\$49,500	\$55,800
Broward	30%	\$78,000	\$91,500	\$103,200
Calhoun	50%	\$16,300	\$19,000	\$21,500
Charlotte	40%	\$39,800	\$46,700	\$52,700
Citrus	45%	\$27,300	\$32,100	\$36,100
Clay	33%	\$62,900	\$73,800	\$83,100
Collier	33%	\$63,700	\$74,700	\$84,200
Columbia	45%	\$27,000	\$31,600	\$35,500
DeSoto	50%	\$16,300	\$19,000	\$21,500
Dixie	50%	\$16,300	\$19,000	\$21,500
Duval	335%	\$62,900	\$73,800	\$83,100
Escambia	40%	\$42,800	\$50,000	\$56,500
Flagler	40%	\$38,600	\$45,400	\$51,200
Franklin	45%	\$27,000	\$31,600	\$35,500
Gadsden	33%	\$62,900	\$73,900	\$83,500
Gilchrist	35%	\$54,500	\$63,900	\$72,000
Glades	50%	\$16,300	\$19,000	\$21,500
Gulf	50%	\$16,400	\$19,200	\$21,700
Hamilton	45%	\$26,200	\$30,600	\$34,500
Hardee	50%	\$16,300	\$19,000	\$21,500
Hendry	50%	\$16,300	\$19,000	\$21,500
Hernando	40%	\$42,400	\$49,700	\$56,100
Highlands	50%	\$16,300	\$19,000	\$21,500
Hillsborough	40%	\$42,400	\$49,700	\$56,100
Holmes	45%	\$25,200	\$29,700	\$33,400
Indian River	40%	\$39,600	\$46,300	\$52,300
Jackson	45%	\$28,100	\$32,900	\$37,000
Jefferson	33%	\$62,900	\$73,900	\$83,500
Lafayette	40%	\$38,600	\$45,400	\$51,200
Lake	40%	\$41,900	\$49,100	\$55,400
Lee	40%	\$40,500	\$47,400	\$53,400
Leon	33%	\$62,900	\$73,900	\$83,500
Levy	50%	\$16,300	\$19,000	\$21,500
Liberty	40%	\$38,600	\$45,400	\$51,000
Madison	50%	\$16,300	\$19,000	\$21,500
Manatee	35%	\$55,600	\$65,200	\$73,500
Marion	45%	\$25,400	\$30,100	\$33,900
Martin	40%	\$40,300	\$47,200	\$53,400
Miami-Dade	30%	\$76,300	\$89,400	\$101,000
Monroe	25%	\$107,800	\$126,600	\$142,500
Nassau	33%	\$62,900	\$73,800	\$83,100
Okaloosa	33%	\$61,800	\$72,500	\$81,500
Okeechobee	50%	\$16,300	\$19,000	\$21,500

County	2016 ELI AMI	0 & 1 Bedroom Units	2 Bedroom Units	3 & Higher Bedroom Units
Orange	40%	\$41,900	\$49,100	\$55,400
Osceola	40%	\$41,900	\$49,100	\$55,400
Palm Beach	33%	\$65,000	\$76,200	\$86,000
Pasco	40%	\$42,400	\$49,700	\$56,100
Pinellas	40%	\$42,400	\$49,700	\$56,100
Polk	40%	\$37,700	\$44,100	\$49,800
Putnam	50%	\$16,300	\$19,000	\$21,500
Saint Johns	33%	\$62,900	\$73,800	\$83,100
Saint Lucie	40%	\$40,300	\$47,200	\$53,400
Santa Rosa	40%	\$42,800	\$50,000	\$56,500
Sarasota	35%	\$55,600	\$65,200	\$73,500
Seminole	40%	\$41,900	\$41,900	\$55,400
Sumter	40%	\$42,600	\$50,000	\$56,300
Suwannee	50%	\$16,300	\$19,000	\$21,500
Taylor	50%	\$16,300	\$19,000	\$21,500
Union	40%	\$37,900	\$44,400	\$50,100
Volusia	45%	\$28,100	\$33,100	\$37,200
Wakulla	35%	\$55,800	\$65,200	\$73,600
Walton	40%	\$41,500	\$48,700	\$55,100
Washington	50%	\$16,600	\$19,400	\$22,100

D. Certification of Development Team Members for All Applicants:

Within 21 Calendar Days of the date of the invitation to enter credit underwriting, the following information must be provided to the Corporation. For purposes of this provision, the Applicant must use the certification forms (Forms Rev. 01-14) which are available on the Corporation's Website _____ (also accessible by clicking here). Note: The use of any prior version of these forms will not be acceptable to meet this requirement.

1. Submission of the completed and executed Florida Housing Finance Corporation Architect Certification form.
2. Submission of the completed and executed Florida Housing Finance Corporation Attorney Certification (MMRB/SAIL/HOME/Gap Loans) form.
3. Submission of the completed and executed Florida Housing Finance Corporation Certification of Accountant form.
4. Submission of the completed and executed Florida Housing Finance Corporation General Contractor or Qualifying Agent of General Contractor Certification form.

E. Environmental Site Assessment:

The Applicant must provide to the Corporation the completed and executed Florida Housing Finance Corporation Verification of Environmental Safety Phase I Environmental Site Assessment form, and, if applicable, the completed and executed Florida Housing Finance

Corporation Verification of environmental Safety Phase II Environmental Site Assessment form. Note: If a Phase II ESA is required, but has not been completed by the stated deadline, the Applicant must contact Corporation staff to request an extension for submission of the Phase II ESA form.

For purposes of this provision, the Applicant must use the Phase I and Phase II Environmental Assessment forms (Forms Rev. 11-14) which are available on the Corporation's Website _____ (also accessible by clicking here). Note: The use of any prior version of these forms will not be acceptable to meet this requirement.

F. Miscellaneous

1. Eligible Reserve for Replacement Items list, eff. 10/15/2010*

The replacement reserve funds required by subsection 67-48.0072(13), F.A.C., are not to be used by the Applicant for normal maintenance and repairs, but shall be used for structural building repairs, major building systems replacements and other items included on the Eligible Reserve for Replacement Items list, effective October 15, 2010.

2. Florida Housing Finance Corporation (FHFC) Insurance Guide

Pursuant to subsection 67-48.010(13), F.A.C., the Corporation shall require adequate insurance to be maintained on the Development, as determined by the Corporation or the Corporation's servicer, sufficient to meet the standards established in the Florida Housing Finance Corporation (FHFC) Insurance Guide, as amended from time to time. The most recently published FHFC Insurance Guide is available on the Corporation's Website <http://www.floridahousing.org/PropertyOwnersAndManagers/InsuranceGuide/> (also accessible by clicking [here](#)).

3. Part IIIA, Sections 401 through 408 and 410, of the Fannie Mae Multifamily Selling and Servicing Guide, in effect as of June 10, 2015*

The financial statements and information provided for review (pursuant to paragraph 67-48.0072(14)(b), F.A.C.) 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. When referring to the Multifamily Selling and Servicing Guide, any references to "Lender" means the "Corporation-assigned Credit Underwriter" and any references to "Fannie Mae" means "Florida Housing Finance Corporation."

4. Federal Regulations

Pursuant to subsection 67-48.010(16), F.A.C., all SAIL loans shall be in conformance with applicable federal and state statutes, including the Fair Housing Act as implemented by 24 CFR Part 100*, Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35*, and Section 504 of the Rehabilitation Act of 1973, as implemented by 24 CFR Part 8* ("Section 504 and its related regulations"). To the extent that a SAIL Development is not otherwise subject to Section 504 and its related

regulations, the SAIL Development shall nevertheless comply with Section 504 and its related regulations as requirements of the SAIL Program to the same extent as if the SAIL Development were subject to Section 504 and its related regulations in all respects. To that end, for purposes of the SAIL Program, SAIL funding shall be deemed “Federal financial assistance” within the meaning of that term as used in Section 504 and its related regulations for all SAIL Developments.

*These documents are available on the Corporation’s Website _____ (also accessible by clicking here).

5. Financial Reporting Form SR-1

Pursuant to paragraph 67-48.010(8)(a), F.A.C, by the date that is 151 Calendar Days after the Applicant’s fiscal year end of each year of the SAIL loan term, the Applicant shall provide the Corporation’s servicer with a certification detailing the information needed to determine the annual payment to be made. The Applicant shall complete and execute the annual reporting form, Financial Reporting Form SR-1, Rev. 05-14, and shall submit the form to the Corporation’s servicer in both PDF format and in electronic form as a Microsoft Excel spreadsheet.

This form is available on the Corporation’s Website <http://www.floridahousing.org/PropertyOwnersAndManagers/Forms/> (also accessible by clicking [here](#)).

G. Fees

The Corporation and, if applicable, the Credit Underwriter shall collect via check or money order from the Applicant the following fees and charges in conjunction with the SAIL Program. Failure to pay any fee shall cause the funding to be withdrawn as outlined in the credit underwriting and program requirements set out in Rule Chapter 67-48, F.A.C.

a. Application Fee:

All Applicants requesting SAIL funding shall submit to the Corporation as a part of the Application submission a non-refundable Application fee of \$3,000.00.

b. Credit Underwriting Fees:

The following fees are not the actual fees that will be charged, but are listed below for estimation purposes of completing your pro-forma in the Application. The actual fees will be determined based on the current contract, including any addendum, for services between the Corporation and the Credit Underwriter(s) in effect at the time underwriting begins.

(1) Initial fee: \$12,995

(2) Re-underwriting fee: \$170 per hour, not to exceed \$7,536

Any SAIL Development requiring further analysis by the Credit Underwriter will be subject to a fee based on an hourly rate determined pursuant to contract

between the Corporation and the Credit Underwriter. All credit underwriting fees shall be paid by the Applicant prior to the performance of the analysis by the Credit Underwriter.

- (3) Extraordinary Services fee: \$170 per hour.

c. Compliance Monitoring Fees:

The following fees are not the actual fees that will be charged, but are listed below for estimation purposes of completing your pro-forma in the Application. The actual fees will be determined based on the current contract, including any addendum, for services between the Corporation and the Compliance Monitor(s).

- (1) Initial fee:

Programs	Primary Program Fee (SAIL)		Multiple Program Fees (ELI)
SAIL and ELI gap funding	A total annual fee comprised of a base fee of \$158 per month + an additional fee per set-aside unit of \$9.71 per year, subject to a minimum of \$258 per month, and subject to an automatic annual increase of 3 percent of the prior year's fee.	+	\$885 – ELI gap funding

- (2) Follow-up Reviews/Extraordinary Services fee: \$170 per hour

d. Commitment Fees:

With respect to the SAIL Program and ELI gap funding, each Applicant to which a firm commitment is granted shall submit to the Corporation a non-refundable commitment fee of 1 percent of the SAIL loan amount and the ELI Loan amount upon acceptance of the firm commitment.

- (1) Non-Profit sponsors who provide a certification indicating that funds will not be available prior to closing shall be permitted to pay the commitment fee at closing.
- (2) All Applicants shall remit the commitment fee payable to the Florida Housing Finance Corporation.

e. Credit Underwriting and Loan Closing Extension Fees:

In the event the SAIL loan does not close within the timeframe prescribed, extension fees will be assessed.

The firm loan commitment must be issued within nine (9) months of the Applicant's acceptance to enter credit underwriting. The Applicant may request one (1) extension of up to six (6) months to secure a firm loan commitment. The Corporation shall charge a non-refundable extension fee of one (1) percent of the loan amount if the Board approves a request to extend the credit underwriting and firm loan commitment process beyond the initial nine (9) month deadline.

The loan must close within 120 Calendar Days of the date of the firm loan commitment. Applicants may request one (1) extension of up to 90 Calendar Days related to this closing deadline. The Corporation shall charge a non-refundable extension fee of 1 percent of the loan amount if the Board approves the request to extend the closing deadline beyond the initial 120 Calendar Day closing deadline. In the event the loan does not close by the end of the 90 Calendar Day extension period, the firm loan commitment shall be deemed void and the funds shall be de-obligated.

f. Loan Servicing Fees:

The following fees are not the actual fees that will be charged, but are listed below for estimation purposes of completing your pro-forma in the Application. The actual fees will be based on the current contract, including any addendum, for services between the Corporation and the Servicer(s).

(1) Construction Loan Servicing Fees:

SAIL loans and ELI loans each have a Construction Loan Servicing Fee to be paid as indicated. The following fees are listed for estimation purposes only; the actual fees will be determined based on the current contract, including any addendum, for services between the Corporation and Servicer(s) in effect at the time of loan closing.

- \$170 per hour for an in-house review of a draw request, up to a maximum of \$2,080 per draw.
- \$170 per hour for on-site inspection fees, up to a maximum of \$1,691 per draw.
- \$170

(2) Permanent Loan Servicing Fees:

SAIL loans and ELI loans each have a Permanent Loan Servicing Fee to be paid annually. The following fee is listed for estimation purposes only; the actual fees will be determined based on the current contract, including any addendum, for services between the Corporation and Servicer(s).

Annual fee of 25 bps of the outstanding loan amount, with a minimum monthly fee of \$204 and a maximum monthly fee of \$810, and an hourly fee of \$170 for extraordinary services.

g. Additional SAIL Loan Fees:

SAIL Applicants will be responsible for all fees associated with the Corporation's legal counsel related to the SAIL Program based on the current contract for services between the Corporation and the legal counsel.

h. Additional ELI Loan Fees:

Applicants receiving ELI gap funding will be responsible for all fees associated with the Corporation's legal counsel related to the ELI gap funding.

i. Development Cost Pro Forma:

All fees set forth above with respect to the SAIL Loan amount and the ELI Loan amount, except for Compliance Monitoring Fees and Permanent Loan Servicing Fees, are part of Development Cost and can be included in the Development Cost Pro Forma and paid with loan proceeds.

j. Assumption/Renegotiation Fees:

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

For all loans where the Applicant is requesting a renegotiation of the loan, the borrower shall submit to the Corporation a non-refundable renegotiation fee of one-half of one percent of the loan amount.

For all loans, excluding MMRB, where the Applicant is requesting an extension of the loan term, the borrower shall submit to the Corporation a non-refundable extension fee of one-tenth of one percent of the loan amount. If the extension is associated with a renegotiation of the loan, then only the renegotiation fee will be charged.

H. 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 Eligible SAIL Request Amount. The ELI Loan Amount is not part of this calculation.

Applications must have a Florida Job Creation score equal to or greater than 9.5 to qualify for the Florida Job Creation Ranking Preference.

Determination of the Florida Job Creation score will be based on the following information:

- The number of units committed to by the Applicant (as stated by the Applicant at question 5.g. of Exhibit A);
- The Development Category committed to by the Applicant (as stated by the Applicant at question 5.d. of Exhibit A);
- The applicable Florida job creation rate for the type of units:
 - o Rate of 3.811 Florida Jobs per unit for proposed new construction units;

- o Rate of 1.916 Florida Jobs per unit for proposed rehabilitation units; and
 - The Eligible SAIL Request Amount.
- (1) The Corporation will calculate the Rate of Florida Job Creation using the following formulas:
- (a) Applicants that selected the Development Category of New Construction
- Number of units x 3.811 Florida Jobs per unit x \$1,000,000 / Eligible SAIL Request = Florida Jobs per \$1 million Loan.
- For example:
- Application A consists of 20 new construction units and the Eligible SAIL Request is \$3,800,000.
- $1 \times 3.811 \times 1,000,000 / 3,800,000 = \text{Florida Job Creation score of } 20.06.$
- (b) Applicants that selected the Development Category of Substantial Rehabilitation:
- Number of units x 1.916 Florida Jobs per unit x 1,000,000 / Eligible SAIL Request = Florida Jobs per \$1 million.
- For example:
- Application B consists of 30 rehabilitation units and the Eligible SAIL Request is \$2,520,000.
- $916 \times 1,000,000 / 2,520,000 = \text{Florida Job Creation score of } 22.81.$
- (2) In the above examples, both Application A and Application B will qualify for the Job Creation Preference because they each have a Florida Job Creation score that is equal to or more than 9.5.

Exhibit E to RFA 2016-115 – ELI Loan Requirements

A. Credit Underwriting Procedures for ELI Loan:

1. The invitation to enter credit underwriting constitutes a preliminary commitment for the ELI Loan.
2. The credit underwriting for the ELI Loan will be accomplished along with the credit underwriting for the SAIL Loan. The Credit Underwriter may request additional information at any time during the credit underwriting process for the ELI Loan.
3. The Credit Underwriter's loan recommendations for the ELI Loan will be sent to the Board for approval at the time the SAIL Loan recommendations are sent.
4. A firm loan commitment for the ELI Loan will be issued at the time the firm loan commitment for the SAIL Loan is issued.
5. The ELI Loan must close by deadlines outlined in Rule Chapter 67-48, F.A.C. for the SAIL Loan.

B. Terms and Conditions of the ELI Loan:

ELI Loans will be subject to the credit underwriting provisions outlined in Section A above and the loan provisions outlined below:

1. The terms and conditions of the ELI Loan shall be as follows:
 - a. The ELI Loan may be in a first, second, or other subordinated lien position;
 - b. The ELI Loan shall:
 - (1) Have the amount based on the funding requirements set forth in this RFA; and
 - (2) Be non-amortizing at 0 percent simple interest per annum over the life of the ELI Loan, with the principal forgivable at maturity provided the units for which the ELI Loan amount is awarded are targeted to ELI Households for the duration of the Compliance Period. The minimum term of the ELI Loan is 15 years;
 - c. Any sale, conveyance, assignment, or other transfer of interest or the grant of a security interest in all or any part of the title to the Development other than a superior mortgage shall be subject to the Corporation's prior written approval. The Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant such request;
 - d. The ELI Loan shall be serviced either directly by the Corporation or by the Corporation's servicer on behalf of the Corporation;

- e. The Corporation and the Corporation's servicer shall monitor compliance of all terms and conditions of the Loan and shall require that certain terms and conditions be embodied in the Land Use Restriction Agreement and recorded in the public records of the county wherein the Development is located. Violation of any material term or condition of the documents evidencing or securing the Loan shall constitute a default during the term of the Loan if not appropriately cured. The Corporation shall take appropriate legal action to effect compliance if a violation of any material term or condition relative to the set-aside of units for ELI Households is discovered during the course of compliance monitoring or by any other means;
- f. Pursuant to subsection 67-48.010(13), F.A.C., the Corporation shall require adequate insurance to be maintained on the Development as determined by the Corporation, or the Corporation's servicer sufficient to meet the standards established in the Florida Housing Finance Corporation (FHFC) Insurance Guide, dated August 30, 2016 (and amended from time to time), which is available on the Corporation's Website _____ (also accessible by clicking here);
- g. All ELI Loans shall be in conformance with applicable federal and state statutes, including the Fair Housing Act as implemented by 24 CFR Part 100, Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, and Section 504 of the Rehabilitation Act of 1973, as implemented by 24 CFR Part 8 ("Section 504 and its related regulations"). These provisions are available on the Corporation's Website _____ (also accessible by clicking here). To the extent that a SAIL Development is not otherwise subject to Section 504 and its related regulations, the SAIL Development shall nevertheless comply with Section 504 and its related regulations as requirements of the SAIL Program to the same extent as if the SAIL Development were subject to Section 504 and its related regulations in all respects. To that end, for purposes of the SAIL Program, SAIL funding shall be deemed "Federal financial assistance" within the meaning of that term as used in Section 504 and its related regulations for all SAIL Developments.
- h. Rent controls for the ELI Set-Aside units for which the ELI Loan is issued shall be restricted at the level applicable for federal Housing Credits;
- i. The documents creating, evidencing or securing each ELI Loan must provide that any violation of the terms and conditions described in this Exhibit to the RFA constitutes a default under the ELI Loan documents allowing the Corporation to accelerate its loan and to seek foreclosure as well as any other remedies legally available to it; and
- j. The Compliance Period committed to in this RFA includes the units set aside for ELI Households. However, after 15 years all of the ELI Set-Aside units may convert to serve residents at or below 60 percent AMI.
- k. If, after initial certification of ELI Households and move in, ELI Set-Aside units are no longer distributed across the unit mix on a pro-rata basis, the Development will not be in noncompliance so long as the next unit of required size that becomes vacant in the Development is rented to an ELI Household until the ELI

Set-Aside units in the Development again meets its requirement to be distributed across the unit mix on a pro-rata basis.

2. The ELI Loan shall be assumable upon sale or transfer of the Development if the following conditions are met:
 - a. The proposed transferee meets all specific Applicant identity criteria which were required as conditions of the original loan;
 - b. The proposed transferee agrees to maintain all ELI Set-Asides and other requirements of the ELI Loan 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. ELI Loan construction disbursements and permanent loan servicing shall be based on the following:
 - a. ELI Loan proceeds shall be disbursed during the construction phase in an amount per Draw which does not exceed the ratio of the ELI Loan to the Total Development Cost, unless approved by the Credit Underwriter;
 - b. 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;
 - c. The Corporation and its servicer shall review the request for a Draw, and the servicer shall provide the Corporation with approval of the request or an alternative recommendation, after the title insurer provides an endorsement to the policy of title insurance updating the policy to the date of the current Draw and increasing the insurance coverage to an amount equal to the sum of all prior Draws and the current Draw;
 - d. 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;
 - e. 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:

- (1) The Corporation or the Corporation's servicer determines at any time that the actual cost budget or progress of construction differs from that as shown on the loan documents; or
 - (2) The percentage of progress of construction of the improvements differs from that shown on the request for a Draw;
- f. The servicer may request submission of revised construction budgets;
- g. 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; and
- h. 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 ELI Loan Agreement.