

REQUEST FOR APPLICATIONS 2013-_____

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

Issued by:

FLORIDA HOUSING FINANCE CORPORATION

Issued: _____, 2013

Due: _____, 2013

SECTION ONE INTRODUCTION

Florida Housing Finance Corporation (the Corporation) was appropriated \$10 million in non-recurring grant funds by the 2013 Legislature for housing for persons with Developmental Disabilities as defined in s. 393.063, Florida Statutes. This Request for Applications (RFA) will make \$4 million available for small properties of no more than four (4) Units.

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

This RFA is open to Applicants proposing the development of Permanent Supportive Housing for Persons with Developmental Disabilities in all counties. Applicants may propose the development of Shared Housing Units, as defined in Exhibit B, to allow unrelated Persons with Developmental Disabilities the choice to share Units. For purposes of this RFA, Community Residential Homes are considered Shared Housing. Applicants may also propose to build non-Shared Housing or Shared Housing that is not a Community Residential Home.

The Corporation proposes to target grant funds for the following Development Categories:

- **Adding to the Supply of Units that Serve Persons with Developmental Disabilities.** This can be done through new construction, acquisition and Rehabilitation or Rehabilitation-only of a structure that is not currently a development serving Persons with Developmental Disabilities. Types of properties to be funded will be single family, including Community Residential Homes to be licensed by the Florida Agency for Persons with Disabilities that will serve no more than 6 residents; duplexes; triplexes and quadraplexes. Applicants interested in developing Community Residential Homes will be required to demonstrate at credit underwriting that they are adhering to licensing standards related to location, design, construction features and other requirements. For this category, \$2.5 million will be allocated for funding; and
- **Renovation of Existing Community Residential Homes, Currently Occupied and Serving No More Than 6 Residents with Developmental Disabilities.** The Community Residential Homes must have a current license from the Florida Agency for Persons with Disabilities and be owned by the Applicant as of the Application Deadline. Renovation may include Retrofit, (life safety/security features, energy Retrofit features and upgrades to allow residents to age in place, such as accessibility, adaptability, universal design and Visitability features), or Rehabilitation of a property built prior to 1993. At the time of Application, the Community Residential Home must have been continuously licensed as such by the Florida Agency for Persons with Disabilities since August 1, 2012. For this category, \$1.5 million will be allocated for funding.

The Corporation's objective is to ensure that the Non-Profits providing Permanent Supportive Housing for Persons with Developmental Disabilities are experienced. To accomplish this, the RFA will be open only to Non-Profits with a primary mission which has included serving Persons with Developmental Disabilities since August 1, 2012, or earlier.

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

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

SECTION TWO DEFINITIONS

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

SECTION THREE PROCEDURES AND PROVISIONS

- A. A complete Application consists of Section Four of RFA 2013-____ and all applicable attachments described therein. Section Four ("Application") is available online at www.floridahousing.org. All Applicants must complete the online Application by 2:00 p.m, Eastern Time, on _____, 2013 (Application Deadline). The Corporation must receive (i) the completed online Application electronically submitted by the Applicant to the Corporation by clicking the "Submit" button and (ii) a sealed package(s) containing four (4) printed copies of the complete Application (consisting of the submitted online Application and all applicable attachments), housed in separate 3-ring binders with numbered divider tabs for each attachment, all by the Application Deadline. One (1) of the four (4) printed copies of the complete Application must be labeled "Original Hard Copy", reflect an original signature (blue ink preferred) at Item O. of the Application, Applicant Certification and Acknowledgement, and include the required non-refundable \$500 Application fee (check or money order only). The Applicant should label the outside of each shipping box with the applicable RFA number. The Corporation will not consider faxed or e-mailed Applications. After 2:00 p.m., Eastern Time, on the Application Deadline, each Application, for which hard copies are received, will be assigned an Application number. In addition, such Applications will be assigned a lottery number by the Corporation's internal auditors using a random number generator program. The printed copies of the complete Application must be addressed to:

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

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

- B. This RFA does not commit the Corporation to award any funding to any Applicant or to pay any costs incurred in the preparation or delivery of an Application.
- C. The Corporation reserves the right to:
1. Waive Minor Irregularities; and
 2. Accept or reject any or all Applications received as a result of this RFA.
- D. Any Interested Party may submit any inquiry regarding this RFA in writing to Ken Reecy via e-mail at RFA_2013-____Questions@floridahousing.org. All inquiries are due by 5:00 p.m., Eastern Time, on _____, 2013. 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 _____, 2013 and will post a copy of all inquiries received, and their answers, on the Corporation's Website at: _____. 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 the RFA. Rule Chapter 67-60 establishes the procedures by which the Corporation will administer this RFA. To read a copy of this rule, go to: http://www.floridahousing.org/FH-ImageWebDocs/Developers/MultiFamilyPrograms/Competitive9PercentHC/Announcements/8-20-2013%20Drafts/Rule_Ch._67-60,_FAC.pdf. By submitting an Application, each Applicant further agrees that:
1. **Public Records.** Any material submitted in response to this RFA is a public record pursuant to Chapter 119, Fla. Stat. Per Section 119.071(1)(b)2., the sealed Applications received by the Corporation are exempt from disclosure until such time as the Board provides notice of an intended decision or until 30 Calendar Days after the opening of the sealed Applications, whichever is earlier.
 2. **Noninterference.** At no time during the review and evaluation process, commencing with the Application Deadline and continuing until the Board renders a final decision on the RFA, may Applicants or their representatives contact Board members or Corporation staff concerning their own or any other Applicant's Application. If an Applicant or its representative does contact a Board or staff member in violation of this section, the Board shall, upon a determination that such contact was made in an attempt to influence the selection process, disqualify the Application.

- 3. Requirements. Proposed Developments will be subject to the requirements of the RFA, the Application requirements outlined in Rule Chapter 67-60, F.A.C., the credit underwriting requirements outlined in Exhibit C of this RFA, and the Compliance requirements of this RFA.
- G. The Corporation expects to select one (1) or more Applications to award the funding contemplated by this RFA. Any such Application will be selected through the Corporation’s review of each Application, considering the factors identified in this RFA.

**SECTION FOUR
APPLICATION**

To be eligible for points and to be eligible for funding, Section Four (“The Application”) must be accessed, completed, and submitted through the website _____. The Application must be printed, the Original Hard Copy must be signed (blue ink is preferred), the correct number of photocopies of the Original Hard Copy and all Attachments must be made and submitted as outlined in Section Three.

The Corporation will reject any competitive Application submittal and no action will be taken to score the Application if any of the following submission requirements are not met: the Application is not submitted online by the Application Deadline, the required number of hard copies are not submitted by the Application Deadline, the Applicant’s hard copy submission is not contained in a sealed package, or the required Application fee is not submitted as of Application Deadline.

A. Persons with Developmental Disabilities Demographic Commitment (Mandatory)

Applicants must commit to provide 100 percent of the total Units in the proposed Development to Persons with Developmental Disabilities as Permanent Supportive Housing. To better understand the property proposed, Applicants must describe the subpopulation(s) of the persons intended to reside in the proposed Development. This information will be considered by the Corporation when reviewing and scoring how the proposed construction features, amenities, and access to community based services will assist the intended residents.

Provide a detailed description of the resident household characteristics, needs, and preferences of the intended residents and how the proposed Development will meet the needs and preferences of the intended residents. Provide the description in the space provided (maximum of 12,000 characters, about 3 pages).

B. Applicant Information (Mandatory)

- 1. Provide the Contact Person information requested below:

First Name: _____
 Last Name: _____
 Street Address: _____
 City: _____
 State: _____
 Zip: _____
 Telephone: _____
 E-Mail Address: _____

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

- 2. Provide the Applicant entity’s name: _____ (The site control documents must reflect this name).

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

Attachment 2: Provide the Non-Profit Applicant’s Articles of Incorporation demonstrating that since August 1, 2012 or earlier the Applicant entity’s primary mission includes serving Persons with Developmental Disabilities.

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

- 3. Does the Applicant entity consist of both Non-Profit and for profit entities? NOTE: The Non-Profit Applicant entity must own at least 51 percent of the ownership interest in the Development and must receive at least 50 percent of the Developer overhead (Developer overhead is stated on the Pro Forma).

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

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

Yes No

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

Yes No

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

If the Applicant intends to manage the Development, describe the Applicant’s experience in operating and managing Permanent Supportive Housing, including performing operations and management functions specific to the needs of the intended residents described in A. If the Applicant does not have experience or if the Applicant expects to use a management company, the Applicant must provide the name of the experienced entity that will act as the management company for at least the first 3 years of operation and describe the management company’s experience in operating and managing Permanent Supportive Housing, including performing operations and management functions specific to the needs of the intended residents described in A. Provide the description in the space provided (maximum of 12,000 characters, about 3 pages).

D. General Development Information (Mandatory)

1. State the name of the proposed Development: _____
2. Indicate the County where the proposed Development will be located: _____
3. The Applicant must state (i) the address number, street name, and name of city and/or (ii) the street name, closest designated intersection, and either name of city or unincorporated area of county for the proposed Development in the space provided.

4. Select one Development Category:
 - a. Adding to the Supply of Units that Serve Persons with Developmental Disabilities
 - o The proposed Development will add to the supply of Units that serve Persons with Developmental Disabilities through new construction (which means creating a new Development for Persons with Developmental Disabilities where there previously was no Development); or
 - o The proposed Development will add to the supply of Units that serve Persons with Developmental Disabilities through Rehabilitation (which means creating a new Development for Persons with Developmental Disabilities by acquiring and rehabilitating a structure where the

Persons with Developmental Disabilities demographic was not previously the primary focus of the Development).

or

- b. “Renovating an Existing Community Residential Home” - Renovation of an Existing Community Residential Home that is currently occupied and serving Persons with Developmental Disabilities. The Community Residential Home must have current, active licenses in good standing with the Florida Agency for Persons with Disabilities and be owned by the Applicant as of the Application Deadline. At the time of Application, the Community Residential Home must have been continuously licensed as such by the Florida Agency for persons with Disabilities since August 1, 2012. Applicants must be able to show that they are able to meet Community Residential Home licensing standards at the time of credit underwriting. The Renovation may include Retrofit or Rehabilitation.
 - Renovating an Existing Community Residential Home through Retrofit (which means life safety/security features, energy Retrofit features and upgrades to allow residents to age in place, such as accessibility, adaptability, universal design and Visitability features).
 - Renovating an Existing Community Residential Home through Rehabilitation (which means that the property being Rehabilitated was built in 1993 or earlier.)

5. Select the Development Type(s) of the proposed Development. If Renovating an Existing Community Residential Home, the Development Type must be Single Family.

- Single Family
- Duplex
- Triplex
- Quadraplex

6. Will the proposed Development be a Community Residential Home or is it currently a Community Residential Home?

- Yes
- No

7. Is the Applicant proposing to develop Shared Housing that is not a Community Residential Home?

- Yes
- No

8. In a Community Residential Home, the maximum is six (6) residents in the Development. In Shared Housing that is not a Community Residential Home, the proposed Development may serve no more than eight (8) residents, and no more than four (4) residents may reside in a Unit. If Non-Shared Housing, one (1) household shall reside in each Unit.

If the Applicant is proposing Shared Housing, how many total residents are or will be living in the proposed Development? _____

9. How many total Units are in the proposed Development? _____
 (If Adding Units, whether through new construction or Rehabilitation, the maximum is four (4) Units in the Development. If Renovating an Existing Community Residential Home, the Application is limited to one (1) Community Residential Home, which shall be for the purposes of this RFA considered one (1) Unit.)

F. Set-Aside Commitments

1. Shared Housing. Applications that propose to include Shared Housing Units shall meet the following commitments:

- a. Income Set-Aside Commitment - 100 percent of the residents must have incomes at or below 60 percent of the area median income (AMI). The Corporation will require successful Applicants to use the Multifamily Programs Income Limits (updated each year) to determine resident eligibility under this grant funding. A copy of the 2013 Income Limit Chart for all areas of the state is provided at this link: http://www.floridahousing.org/FH-ImageWebDocs/PropertyOwnersAndManagers/IncomeLimits/006-2013%20Income%20Limits/010-2013_Income_Limits_-_FHFC_Rental_Programs_and_CWHIP_Homeownership_-_12-11-2012.pdf. Income certification of tenants will be required throughout the affordability period.
- b. Required ELI Commitments – An Applicant with a proposed Development that serves two or more residents must commit to an ELI set-aside in (1) below.

(1) ELI commitments

Number of Total Residents in the Proposed Development	Required Number of ELI Residents
1 resident	0 ELI residents
2 – 3 residents	1 ELI resident
4 – 6 residents	2 ELI residents
7 – 8 residents	3 ELI residents

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

County	AMI Levels for ELI Residents
Monroe	At or below 25%
Broward, Collier, Palm Beach	At or below 30%
Brevard, Clay, Duval, Miami-Dade, Nassau, Okaloosa, St. Johns, Wakulla	At or below 33%

Alachua, Baker, Bay, Flagler, Gadsden, Gilchrist, Jefferson, Lake, Leon, Manatee, Orange, Osceola, Sarasota, Seminole, Walton	At or below 35%
Charlotte, Escambia, Hernando, Hillsborough, Indian River, Jackson, Lafayette, Lee, Liberty, Martin, Pasco, Pinellas, Polk, St. Lucie, Santa Rosa, Sumter, Union, Volusia	At or below 40%
Bradford, Calhoun, Citrus, Columbia, DeSoto, Dixie, Franklin, Glades, Gulf, Hamilton, Hardee, Hendry, Highlands, Holmes, Levy, Madison, Marion, Okeechobee, Putnam, Suwannee, Taylor, Washington	At or below 45%

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

If a Development has four (4) Units with a total of six (6) residents in Monroe County, the Applicant must commit to serve all six (6) residents with incomes at or below 60 percent of the AMI, and at least two (2) of those six (6) residents must have incomes at or below 25 percent of the AMI.

2. Non-Shared Housing. Non-Shared Housing Units are those in which families that include a Person with a Developmental Disability reside. Applications that propose to include non-Shared Housing Units shall meet the following commitments:

- a. Required Income Set-Aside Commitments - 100 percent of the households must have incomes at or below 60 percent of the AMI. The Corporation will require successful Applicants to use the Multifamily Programs Income Limits (updated each year) to determine resident eligibility under this grant funding. A copy of the 2013 Income Limit Chart for all areas of the state is provided at this link: <http://www.floridahousing.org/FH-ImageWebDocs/PropertyOwnersAndManagers/IncomeLimits/006-2013%20Income%20Limits/010-2013 Income Limits - FHFC Rental Programs and CWHIP Homeownership - 12-11-2012.pdf>. Income certification of tenants will be required throughout the affordability period.
- b. Required ELI Commitments – An Applicant with a proposed Development that serves two or more Units must commit to an ELI set-aside in (1) below.

(1) ELI commitments

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

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

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

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

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

3. Affordability Period for proposed Development– Applicants must irrevocably commit to the income set-aside and ELI set-aside commitment for a minimum of 20 years. Income certification of residents will be required throughout the affordability period.

G. Required Construction Features and Amenities

1. Federal Requirements and State Building Code Requirements:

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

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

2. Additional Construction Features:

a. Requirements for all proposed Developments that are Adding to the Supply of Units that Serve Persons with Developmental Disabilities, whether through new construction or Rehabilitation:

(1) Each resident living in a Shared Housing Unit shall have a private Bedroom with non-exclusive access to shared living facilities, consisting of a kitchen and a living/dining area. For every two residents in a Shared Housing Unit, there must be at least one full bathroom with a locking door.

(2) Community Residential Homes must not have more than one (1) resident per Bedroom, and no more than six (6) Bedrooms per Unit.

b. Requirement for proposed Developments that are Renovating an Existing Community Residential Home - Community Residential Homes must not have more than two (2) residents sharing a Bedroom, and no more than three (3) residents may share one (1) full bathroom with a locking door.

2. Green Building, Accessibility, Adaptability, Universal Design and Visitability Features

All Developments must provide:

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

a. Green Building Features:

All Developments that are Adding to the Supply of Units that Serve Persons with Developmental Disabilities through new construction must include all of the green building features listed below:

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

All Developments that are either (i) Adding to the Supply of Units that Serve Persons with Developmental Disabilities through Rehabilitation; or (ii) Renovating an Existing Community Residential Home must:

- Have an inspection done by a Home Inspector who is licensed by the Florida Department of Business and Professional Regulation. (The inspection must be performed no earlier than 6 months prior to the Application Deadline, and no later than January 31, 2014. To receive funding through this RFA, the structure and systems of an existing Unit must be in a repairable condition. If the inspection shows that the cost of repairs are so great that not enough funding remains available to provide the features that the Applicant committed to within this Application, a negative credit underwriting recommendation may occur and the award may be withdrawn.)
- Have a blower door test conducted by a certified Home Energy Rater on the building to test for air infiltration. All leaks, cracks and penetrations identified in the building envelope must be sealed.
- Have the HVAC equipment inspected by a licensed HVAC contractor, and all leaks and joints in ductwork sealed with mastic. If HVAC equipment is being replaced, it must have a minimum SEER of 14.
- Replace light bulbs with CFLs.
- Replace all bathrooms exhaust fans with Energy Star qualified fans.
- Install aerators on faucets.
- Install low-flow showerheads (2.2 gallons per minute or less).
- Replace any toilets with gallons per flush higher than 1.6 gpf with WaterSense qualified toilets.
- All interior painting must be done with low VOC paint.
- If replacing refrigerator, it must be replaced with an Energy Star qualified refrigerator.
- If replacing washing machine, it must be replaced with an Energy Star qualified washing machine.
- If replacing dishwasher, it must be replaced with an Energy Star qualified dishwasher.

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

All proposed Developments that are Adding to the Supply of Units that Serve Persons with Developmental Disabilities through new construction must include all of the accessibility, adaptability, universal design and Visitability features listed below.

All Developments that are either (i) Adding to the Supply of Units that Serve Persons with Developmental Disabilities through Rehabilitation; or (ii) Renovating Existing Community Residential Homes must include as many of accessibility, adaptability, universal design and Visitability Features listed below that are structurally and financially feasible within the scope of the rehabilitation work based on a plan and cost review performed during the credit underwriting process. However, proposed Developments that serve persons with physical disabilities must include all accessibility, adaptability, universal design and Visitability features listed below.

- A minimum of 50 percent of the total Units shall be fully accessible in accordance with the 2010 ADA Standards for Accessible Design. These fully accessible Units shall provide mobility features that comply with the residential dwelling Units provision of the 2010 ADA Standards for Accessible Design. At least one of the total Units shall be accessible to persons with visual and hearing impairments in accordance with the 2010 ADA Standards for Accessible Design. The Unit(s) that 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.
- Primary entrance door shall have a threshold with no more than a ½-inch rise;
- All door handles on primary entrance door and interior doors must have lever handles;
- Lever handles on all bathroom faucets and kitchen sink faucets;
- Anti-scald controls on all bathroom and kitchen faucets;
- Toilets must be 17 inches to 19 inches in height as measured from the finished floor to the top of the toilet seat;
- Mid-point on light switches and thermostats shall not be more than 48 inches above finished floor level;
- Cabinet drawer handles and cabinet door handles in bathroom and kitchen shall be lever or D-pull type that operate easily using a single closed fist.

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

All Applicants may be awarded points for providing the following:

Describe additional features and amenities of the proposed Development beyond the minimum requirements that promote accessible, adaptable, and universal design elements that will benefit the intended residents described in A. Applicants will not be given points for describing features that are required in G. above, including federal regulations and state building code requirements. Responses to these items will be evaluated based on the following criteria, giving consideration to whether the proposed Development will be new construction, Rehabilitation or Retrofitting Existing Housing: (i) Improvement to tenants’ health, safety, stability, level of independence and quality of life; (ii) Improvement to tenants’ ability to carry out social relationships; and (iii) size of the Development. Provide the description in the space below (maximum of 12,000 characters (approximately 3 typed pages). Up to 3 additional pages of appropriate exhibits, not created by the Applicant, may be provided as Attachment 4 to supplement the description(s).

I. Resident Community-Based Services Coordination

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

The approved provider of this service must have a minimum of three (3) years’ experience in 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.

Community-based services coordination shall be offered and made available to the residents initially and regularly and resident participation shall be voluntary. Resident participation shall not be a requirement for new or continued residency. The Applicant shall commit to submit a service coordination plan at credit underwriting. The service 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.

J. Access to Community-Based Services and Amenities (Maximum 30 Points):

The ability for the intended residents described in A. to effectively and efficiently access community-based services and resources is vital to assist these households in obtaining and maintaining choice, independence and full inclusion in the community. As specified in each section below, provide a description of the Applicant’s plan to provide access to general community services and amenities, as well as specific supportive services and resources that address the needs of the intended residents. If the Development consists of scattered sites that are not contiguous, the Applicant must describe how the Applicant will address the access to community services and amenities for all residents on all sites. Applicant responses to these items will be evaluated based on the following criteria: (i) Improvement to tenants’ health, safety, stability, education and employment capacities, and quality of life; and (ii) Improvement to tenants’ ability to effectively utilize living skills to successfully live in the community.

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

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

Provide the description in the space below (maximum of 12,000 characters (approximately 3 typed pages). Up to 3 additional pages of appropriate exhibits, not created by the Applicant, may be provided as Attachment 5 to supplement the description(s).

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

Provide the description in the space below (maximum of 12,000 characters (approximately 3 typed pages). Up to 3 additional pages of appropriate exhibits, not created by the Applicant, may be provided as Attachment 6 to supplement the description(s).

-
-
3. List and describe Best Practices not described above that will be implemented by the Applicant that have been found to promote and facilitate residents' full inclusion in their community. Best Practices may include, but are not limited to, programs or services related to volunteerism, recreation, social activities, education, life skills training or employment. Best Practices shall be provided by the Applicant and/or by an appropriately executed partnership with public and/or private entities. (Up to 6 Points)

Provide the description in the space below (maximum of 12,000 characters (approximately 3 typed pages). Up to 3 additional pages of appropriate exhibits, not created by the Applicant, may be provided as Attachment 7 to supplement the description(s).

K. Site Control

Attachment 8: The Applicant must demonstrate that the Applicant entity as named in Question B.2. has control of the development site(s). To demonstrate site control, provide one or more of the following as applicable (Mandatory):

- a. Deed or Certificate of Title showing the Applicant as the sole grantee; or
- b. Lease, including any sublease or assignment as applicable, showing the Applicant as the lessee or sub-lessee, or as the assignee of such interest. Applicants must provide a lease with a lease term of at least 20 years from the Application Deadline;
- c. Purchase contract, including any assignment as applicable, showing the Applicant as purchaser and evidencing a closing date for the purchase that does not expire prior to a date that is six (6) months from the Application Deadline; or
- d. Written agreement from the current owner of the site, whereby the owner agrees or otherwise commits to grant, donate or gift the site to the Applicant and demonstrating that title to the site will be transferred to the Applicant within six (6) months from the Application Deadline.

L. Ability to Proceed Tie-Breaker:

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

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

Attachment 9: Provide properly executed forms or letters demonstrating ability to proceed. One tie-breaker point will be awarded for each form or letter provided that is properly executed as outlined above. The forms are provided at http://apps.floridahousing.org/StandAlone/FHFC_ECM/AppPage_ListPage.aspx?PageID=80. For the Local Government Verification forms and the Infrastructure forms, an executed letter from the proper entity authorized in such matters may also be considered in lieu of the form if it includes all the relevant information stated on the form.

M. Funding Request (Mandatory)

To determine the maximum amount of grant funding available for the proposed Development, use the following formulas.

1. Applicants that committed to Adding to the Supply of Units that Serve Persons with Developmental Disabilities, whether through new construction or Rehabilitation, may request up to the following amounts:
 - a. Shared Housing
 - (1) Developments with 1 – 3 residents: maximum request amount of \$175,000
 - (2) Developments with 4 residents: maximum request amount of \$225,000
 - (3) Developments with 5 residents: maximum request amount of \$275,000
 - (4) Developments with 6 – 8 residents: maximum request amount of \$325,000
 - b. Non-Shared Housing
 - (1) Developments with one (1) Unit: Maximum request amount of \$175,000

(2) Developments with two (2) Units: Maximum request amount of \$225,000

(3) Developments with three (3) Units: Maximum request amount of \$275,000

(4) Developments with four (4) Units: Maximum request amount of \$325,000

2. Renovation of Existing Community Residential Homes

Applicants may request up to \$12,000 per resident served, up to a maximum of \$72,000.

3. What is the Applicant's Request Amount? _____

If this amount exceeds the maximum amount allowed for the number of residents indicated at E.8., the maximum amount will be considered the Funding Request Amount. The Grant Request Amount will be used in the Leveraging and Florida Job Creation Preference Tie-Breakers. Applicants must enter the Grant Request Amount as a source on the Pro Forma.

N. Development Cost Pro Forma (Mandatory)

1. Applicants must complete a Development Cost Pro Forma detailing the anticipated expenses and sources of funding as part of the Application online. The Corporation has specified certain fees in Section Six, G., of this RFA that the Applicant must list on the Development Cost Pro Forma. The printed version of the pro forma is attached as Exhibit A of this RFA. Sources of funding must equal or exceed uses of funding.

2. Developer overhead shall be limited to 10% of Development cost.

3. To ensure that these scarce resources are allocated to Developments in a prudent manner, after preliminary awards are made, the Corporation will finalize the appropriate amount of the grant award based on needs determined in credit underwriting.

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

1. All requirements outlined in the RFA will be met, as well as all other commitments made by the Applicant in the RFA;

2. The information outlined in Part I of Exhibit C will be provided in the timeframes prescribed by the Corporation and/or the Credit Underwriter;

3. The Applicant acknowledges that any funding preliminarily secured by the Applicant is conditioned upon any independent review/analysis/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;

4. If preliminary funding is approved, Applicant will promptly furnish such other supporting information/documents/fees requested or required by the Corporation or Credit Underwriter;
5. As a condition of the acceptance of funding, all awardees may be required to cooperate with the Corporation or any contractors affiliated with the Corporation in the evaluation of the effectiveness of Permanent Supportive Housing provided through this RFA. The Corporation is interested in collecting evidence to demonstrate the extent to which these Developments meet expected outcomes;
6. The Applicant has read all applicable Corporation rules and provisions governing this RFA and has read the instructions for completing this RFA and will abide by the applicable Florida Statutes and the credit underwriting and program provisions outlined in the RFA.
7. When eliciting information from third parties required or included in this Application, Applicant has provided such parties information that accurately describes the Development as proposed in this Application. The Applicant has reviewed the third party information included in this Application and, to the best of the Applicant’s knowledge, the information provided by any such party is based upon, and is accurate with respect to, the Development as proposed in this Application;
8. The Applicant’s commitments will be included in the Land Use Restriction Agreement and must be maintained in order for the Development to remain in compliance, unless the Board approves a change;

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

Signature of Applicant

Name (Typed or Printed)

Title (Typed or Printed)

NOTE: It is required that the Original copy of the Application contain the original signature of the Applicant (blue ink is preferred). Other copies may be photocopies of the Original copy.

**SECTION FIVE
SCORING AND SELECTION PROCESS**

Mandatory Items and Items for which Points May Be Awarded:

Mandatory Items
Demographic Commitment description
Contact information
Name of Applicant
Evidence Applicant is a evidence of being a legally formed entity qualified to do business in Florida
Evidence that since August 1, 2012, or earlier, the Applicant is a private nonprofit organization
Evidence that since August 1, 2012, or earlier, the Applicant entity's primary mission includes serving Persons with Developmental Disabilities
Nonprofit Applicant entity owns at least 51% of ownership interest in Development
Nonprofit Applicant entity is receiving at least 50% of the Developer Overhead
Name of Proposed Development
County where the proposed Development is or will be located
Address of Development Site
Development Category
Development Type
Whether the proposed Development is a Community Residential Home
Total Number of Units
Evidence of Site Control
Funding Request Amount
Development Cost Pro Forma (listing expenses) and Construction/Rehab. analysis and Permanent analysis (listing sources) – Sources must equal or exceed expenses
Executed Applicant Certification and Acknowledgement (original signature in "Original Hard Copy")

Items for which Points May Be Awarded	Maximum Points
Operating/Managing Permanent Supportive Housing Experience	20
Optional Accessibility, Adaptability, Universal Design and Visitability features and amenities	10
Access to Community-Based Services and Amenities:	--
Groceries, schools, household shopping, employment	12
Specific healthcare/supportive service needs of intended residents	12
Innovative/Best Practices	6
Total Possible Points:	60

- A. Tie Breakers to Be Used in Funding Selection - All Applications may receive points as outlined above. In the event that multiple Applications receive the same number of points, tie-breakers will be used in the following order to determine how Applications are sorted in the funding selection process.

1. Ability to Proceed Points – Points are awarded based on the chart provided in Section Four, K. above. Applicants with the highest number of points will receive preference.
2. Qualifying Financial Assistance Preference – Applicants that have funding sources from local governments or other non-Corporation sources (all of which for purposes of this provision will be considered to be “Qualifying Financial Assistance”) will receive preference in the funding selection process if such sources are equal to at least ten (10) percent of the Applicants’ grant request amount. All funding amounts, including funding yet to be secured, must be listed on the Development Cost Pro Forma. If the Applicant is funded because of this preference, the Applicant must use sources that are equal to at least ten (10) percent of the Applicants’ grant request amount for the proposed Development.
3. Grant Request Leveraging – Preference will be given to the Applicant that requires the lowest dollar amount of grant funding from the Corporation per Unit. The Grant Request Amount will be divided by the total number of Units in the proposed Development. The resulting calculation shall be the Grant Request Amount per Unit.

For example, if the Applicant seeks \$260,000 in grant funds to build 3 Units, the proposed development would be ranked based on a Grant Request Leveraging amount of \$86,667 per Unit.

4. Florida Job Creation Preference - Section 420.507, Florida Statutes, 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 Corporation grant amount requested.

Applications that choose Adding to the Supply of Units that Serve Persons with Developmental Disabilities must have a Florida Job Creation score equal to or greater than 8 to qualify for the Florida Job Creation Ranking Preference. Applications that choose Renovation of Existing Community Residential Homes must have a Florida Job Creation score equal to or greater than 36.5 to qualify for the Florida Job Creation Ranking Preference.

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

- (1) Adding to the Supply of Units that Serve Persons with Developmental Disabilities:

$$\text{Number of Units} \times 2.784 \text{ Florida Jobs per Unit} \times \$1,000,000 / \text{Request Amount} = \text{Florida Jobs per } \$1 \text{ million Grant.}$$

For example:

Application A consists of 1 new construction unit (with 3 residents) and the Request Amount is \$175,000.

$1 \times 2.784 \times 1,000,000 / 175,000 =$ Florida Job Creation score of 15.909.

- (2) Applicants that choose Renovation of Existing Community Residential Homes:

Number of Units x 2.784 Florida Jobs per Unit x 1,000,000 / Request Amount = Florida Jobs per \$1 million.

For example:

Application B consists of 1 Community Residential Home (with 3 residents) and the Request Amounts is \$36,000.

$1 \times 2.784 \times 1,000,000 / 36,000 =$ Florida Job Creation score of 77.333.

- b. In the above examples, Application A will qualify for the Job Creation Preference because it has a Florida Job Creation score that is equal to or more than 8 and Application B will also qualify for the Job Creation Preference because it has a Florida Job Creation score that is equal to or more than 36.5.
5. Lottery – if the tie-breakers above do not break all ties, then the Application that received the lowest lottery number will receive preference.

B. Funding Selection

Eligibility: Applications must provide all Mandatory Items and meet all submission requirements to be eligible to be considered for funding.

Funding Available: Amounts of Grant Funding available:

- \$2,500,000 will be used to fund Applications that are Adding to the Supply of Units that Serve Persons with Developmental Disabilities whether through new construction or Rehabilitation (“Adding Units Applications” and “Adding Units Funding”)
- \$1,500,000 will be used to fund Applications that are Renovating an Existing Community Residential Home (“Renovation Applications” and “Renovation Funding”)

Funding Test: All Applications will be subjected to the Funding Test. The Funding Test means that Renovation Applications will be selected for funding only if there is enough Renovation Funding available to fully fund the request amount, and Adding Units Applications will be selected for funding only if there is enough Adding Units Funding available to fully fund the request amount.

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

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

Selection process: Funding selection will start with the Adding Units Applications. The first Application selected for funding will be the highest scoring eligible Adding Units Application. After the first Application is selected for funding, the next highest scoring eligible Adding Units Application(s) that can pass the County Test and Funding Test will be selected for funding.

If an Adding Units Application cannot meet the Funding Test, the next lower ranked Adding Units Application will be considered, subject to the County Test.

If Adding Units Funding remains and there are no eligible unfunded Adding Units Applications that can pass the County Test and Funding Test, then the highest scoring eligible unfunded Adding Units Application(s) that can meet the Funding Test will be tentatively selected for funding, without regard to the County Test. If none of the eligible unfunded Adding Units Applications meet the Funding Test, then the remaining funding will be awarded to the highest scoring eligible unfunded Adding Units Application, providing that there is enough funding remaining to fund at least 90 percent of the Applicant's Request Amount (90% Test). If none of the unfunded eligible Adding Units Applications meet the 90% Test, then the Adding Units Funding will be set aside. At the conclusion of the Adding Units Application Funding process, the process will begin for the Renovation Applications in a manner identical to that described above for Adding Units Applications.

At the conclusion of the Renovation Application funding process, any Renovation and Adding Units Funding that may remain will be pooled and awarded to the highest scoring eligible unfunded Application(s) in either group, subject to the Funding Test, but without regard to the County Test. If it is determined that no eligible unfunded Applications can be fully funded, then the remaining funding will be awarded to the highest scoring eligible unfunded Application, provided that there is enough funding remaining to fund at least 90% of the Applicant's Request Amount (90% Test). If none of the unfunded eligible Applications meet the 90% Test, no further Applications will be considered for funding and any remaining funding will be distributed as approved by the Board.

Funding that becomes available after the Board takes action on the Committee's recommendation(s), due to an Applicant declining its invitation to enter credit underwriting or the Applicant's inability to satisfy a requirement outlined in this RFA, and/or provisions outlined in Exhibit 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 of each Application to review and score, consulting with non-committee Corporation staff and legal counsel as necessary and appropriate. When the review Committee meets, each review Committee member will report

their scores, and the Committee will carry out funding selection and make recommendations on the awards to the Corporation's Board of Directors.

- 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 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 which to award funding. The Board will approve the preliminary awards. Each approved Application will enter into credit underwriting, and final grant awards will be sent to the Board for approval before construction starts. Notwithstanding an award by the Board pursuant to this RFA, funding will be subject to a positive recommendation from the Credit Underwriter based on criteria outlined in the credit underwriting provisions in Exhibit C.
- D. The Corporation shall provide notice of its decision, or intended decision, for this RFA on the Corporation's Website the day of the applicable Board vote. After posting, an unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), 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. Technical Assistance
- The Corporation reserves the right to assign a technical assistance provider (at no charge to the Applicant) for any Application that receives a preliminary award from the Corporation's Board of Directors. If assigned, the provider will assist the Applicant in formalizing the Development plans proposed in the response to this RFA.
- F. Construction and Post Construction Requirements
- Properties funded under this RFA will be required to be monitored for compliance to requirements and commitments made by the Applicant in this RFA, both during and after construction, and for the entire affordability period.
- Rent Limits - The Corporation expects to use the Multifamily Rental Programs Rent Limits (updated each year) to determine maximum rents under this grant funding that may be charged for Units. A copy of the 2013 Rent Limits for all areas of the state is provided at:
http://www.floridahousing.org/FH-ImageWebDocs/PropertyOwnersAndManagers/RentLimits/078-2013%20Rent%20Limits/2013_Rent_Limits_-_FHFC_Rental_Programs_-_Except_HOME_and_SHIP_-_12-11-2012.pdf
- G. Fees – To be provided

1. Application Fee of \$500.00
2. Credit Underwriting Fees
3. Grant Commitment Fees
4. Compliance Monitoring Fees, both annual and pre-paid, based on monitoring requirements, and follow up reviews as needed
5. Construction Inspection Fees
6. Grant Closing Extension Fees

- NOTES:
- (1) Developer Overhead may not exceed 10% of the Development Cost.
The fee will not be paid until after construction completion.
 - (2) Contingency Reserves allowed are amounts that cannot exceed 5% for Development Category of New Construction and 15% for Rehabilitation.
 - (3) The Corporation acknowledges that the costs listed on the Development Cost Pro Forma, Detail/Explanation Sheet, Construction or Rehab Analysis and Permanent Analysis are subject to change during credit underwriting. The RFA includes additional cost restrictions that may be applicable.
 - (4) After preliminary awards are made, Florida Housing will finalize the amount of grant funding based the needs determined by credit underwriting.

**USE THE DETAIL/EXPLANATION SHEET FOR EXPLANATION OF * ITEMS.
IF ADDITIONAL SPACE IS REQUIRED, ENTER THE INFORMATION ON THE ADDENDA LOCATED AT THE END OF THE APPLICATION.**

	AMOUNT
DEVELOPMENT COSTS	
<i>Actual Construction Costs</i>	
Life Safety Features proposed	\$ _____
Security Features proposed	\$ _____
Energy Retrofit Features proposed	\$ _____
Upgrades to allow residents to age in place	\$ _____
Rehabilitation of a property built prior to 1993	\$ _____
New Construction costs	\$ _____
*Other (explain in detail)	\$ _____
A. TOTAL ACTUAL CONSTRUCTION COSTS	\$ _____
<i>General Development Costs</i>	
Accounting Fees	\$ _____
Architect's Fee	\$ _____
Builder's Risk Insurance	\$ _____
Building Permit	\$ _____
FHFC Application Fee	\$ _____
FHFC Compliance Fee	\$ _____
FHFC Credit Underwriting Fees	\$ _____
FHFC Inspection Fees	\$ _____
*Impact Fees (list in detail)	\$ _____
Insurance	\$ _____

	AMOUNT
Legal Fees	\$ _____
Survey	\$ _____
Title Insurance & Recording Fees	\$ _____
*Other (explain in detail)	\$ _____
B. TOTAL GENERAL DEVELOPMENT COST	\$ _____
C. DEVELOPMENT COST (A+B)	\$ _____ 0
D. DEVELOPER'S OVERHEAD (1)	\$ _____
<i>Financial Costs</i>	
Loan Origination/Commitment Fee(s)	\$ _____
Loan Closing Costs	\$ _____
*Other (explain in detail)	\$ _____
E. TOTAL FINANCIAL COST	\$ _____
F. PROPERTY ACQUISITION COSTS	\$ _____
G. TOTAL DEVELOPMENT COST (C+D+E+F)	\$ _____ 0

Detail/Explanation Sheet

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

DEVELOPMENT COSTS

Actual Construction Cost

(as listed at Item A)

Other: _____

General Development Costs

(as listed at Item B)

Impact Fees: _____

Other: _____

Financial Costs

(as listed at Item E)

Other: _____

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

CONSTRUCTION or REHAB ANALYSIS

AMOUNT

LOCATION OF DOCUMENTATION

A. Total Development Costs

\$ **0**

B. Construction or Rehab Funding Sources:

1. FHFC Grant (4) \$ _____

2. First Mortgage Financing \$ _____

3. Second Mortgage Financing \$ _____

4. Third Mortgage Financing \$ _____

5. Deferred Developer Overhead \$ **0** (100% not paid during construction phase)

6. Non-FHFC Funding - Pending \$ _____

7. Non-FHFC Funding - Approved \$ _____

8. Non-FHFC Funding - Received \$ _____

9. Other: _____ \$ _____

10. Other: _____ \$ _____

11. Total Sources \$ **0**

C. Sources less Total Development Cost
(B.11. - A.)

\$ **0** (Must be equal to or greater than zero)

Each Attachment must be listed behind its own Tab. DO NOT INCLUDE ALL ATTACHMENTS BEHIND ONE TAB

PERMANENT ANALYSIS

AMOUNT

LOCATION OF DOCUMENTATION

A. Total Development Costs \$ 0

B. Permanent Funding Sources:

1. FHFC Grant (4) \$ _____

2. First Mortgage Financing \$ _____

3. Second Mortgage Financing \$ _____

4. Third Mortgage Financing \$ _____

5. Non-FHFC Funding - Pending \$ _____

6. Non-FHFC Funding - Approved \$ _____

7. Non-FHFC Funding - Received \$ _____

8. Other: _____ \$ _____

9. Other: _____ \$ _____

10. Total Sources \$ 0

C. Sources less Total Development Cost

(B.10. - A.)

\$ 0

(Must be equal to or greater than zero)

Each Attachment must be listed behind its own Tab. DO NOT INCLUDE ALL ATTACHMENTS BEHIND ONE TAB

Exhibit B to RFA – 2013-____ Financing To Build Or Rehabilitate Smaller Permanent Supportive Housing Properties For Persons With Developmental Disabilities

DEFINITIONS

“Act”	The Florida Housing Finance Corporation Act as found in Chapter 420, Part V, F.S.
“Address”	The address number, street name and city or, at a minimum, the street name, closest designated intersection, and whether or not the Development is located within a city or in the unincorporated area of the county. If located within a city, include the name of the city.
“Affiliate”	Any person that, (i) directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Applicant or Developer, (ii) serves as an officer or director of the Applicant or Developer or of any Affiliate of the Applicant or Developer, (iii) directly or indirectly receives or will receive a financial benefit from a Development, excluding third party lenders, third party management agents or companies, third party service providers, credit enhancers regulated by a state or federal agency, or contractors whose total fees are within the limit described in Exhibit C of the RFA, or (iv) is the spouse, parent, child, sibling, or relative by marriage of a person described in (i), (ii) or (iii) above.
“Applicant”	Any person or legally formed entity that is seeking a loan or funding from the Corporation by submitting an Application or responding to a competitive solicitation. For purposes of Part II of Exhibit C of the RFA, Applicant also includes any assigns or successors in interest of the Applicant.
“Application”	The sealed response submitted to the Corporation to participate in a competitive solicitation for funding pursuant to Rule Chapter 67-60.
“Bedroom”	A residential sleeping area of a Unit with usable floor space that is under a ceiling which is not less than 7 feet, 6 inches in height. When determining usable floor space, an alcove or any other part of the room that does not have at least a 7-foot horizontal dimension shall be excluded. Bedrooms designated for two residents shall have no less than 65 square feet of usable floor space per resident, including closets.
“Best Practice”	A program, activity or strategy that has been field tested and has been shown to work effectively and produce successful outcomes and is supported by subjective and objective evaluation and research.
“Board of Directors” or “Board”	The Board of Directors of the Corporation.
“Calendar Days”	The seven (7) days of the week. For computing any period of time allowed by this RFA, the day of the event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a

	Saturday, Sunday or legal holiday.
“Committee”	The review committee composed only of employees of the Corporation.
“Compliance Period”	A period of time that the Development shall conform to all set-aside requirements as described further in this RFA and agreed to by the Applicant in the Application.
“Community Residential Home” or “CRH”	Per section 419.001, F.S., means a dwelling Unit licensed to serve residents who are clients of the Agency for Persons with Disabilities, which provides a living environment for unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents. For the purpose of this RFA, Community Residential Homes shall be limited to homes serving no more than 6 persons and shall be licensed by the Agency for Persons with Disabilities pursuant to section 393.393.067, Florida Statutes, and section 65G-2.012, F.A.C.
“Contact Person”	The person with whom the Corporation will correspond concerning the Application and the Development. This person cannot be a third-party consultant.
“Corporation”	Florida Housing Finance Corporation as defined in Section 420.503, F.S.
“Credit Underwriter”	The independent contractor under contract with the Corporation having the responsibility for providing stated credit underwriting services.
“Developer”	Any individual, association, corporation, joint venturer, or partnership which possesses the requisite skill, experience, and credit worthiness to successfully produce affordable housing as required in the Application.
“Development”	Project, consisting of any work or improvement located or to be located in the state, including real property, buildings, and any other real and personal property, designed and intended for the primary purpose of providing decent, safe, and sanitary residential housing for persons or families, whether new construction, the acquisition of existing residential housing, or the remodeling, improvement, rehabilitation, or reconstruction of existing housing, together with such related nonhousing facilities as the corporation determines to be necessary, convenient, or desirable, as defined in Section 420.503(33), F.S.
“Development Cash Flow”	Cash transactions of the Development as calculated in the statement of cash flows prepared in accordance with generally accepted accounting principles (“GAAP”), as adjusted for any cash transactions that are subordinate to the Set-Aside Gap Loan interest payment including any distribution or payment to the Applicant or Developer, Principal(s) of the Applicant or Developer or any Affiliate of the Principal(s) of the Applicant or Developer, or to the Developer or any Affiliate of the Developer, whether paid directly or indirectly, which was not expressly disclosed in determining debt service coverage in the Board approved final credit underwriting report.

“Development Cost”	The total of all costs incurred in the completion of a Development excluding Developer overhead and total land cost as shown in the Development Cost line item on the development cost pro forma within the Application.
“Document”	Electronic media, written or graphic matter, of any kind whatsoever, however produced or reproduced, including records, reports, memoranda, minutes, notes, graphs, maps, charts, contracts, opinions, studies, analysis, photographs, financial statements and correspondence as well as any other tangible thing on which information is recorded.
“Draw”	The disbursement of funds to a Development.
“Extremely Low Income” or “ELI Household”	One or more natural persons or a family whose total annual household income does not exceed 30 percent of the median annual adjusted gross income for households within the state, as defined in Section 420.0004(9), F.S. The Corporation may adjust this amount annually by rule to provide that in lower income counties, extremely low income may exceed 30 percent of area median income and that in higher income counties, extremely low income may be less than 30 percent of area median income.
“Executive Director”	The Executive Director of the Corporation.
“Financial Beneficiary”	Any Principal of the Developer or Applicant entity who receives or will receive any direct or indirect financial benefit from a Development, excluding third party lenders, third party management agents or companies, third party service providers, , credit enhancers regulated by a state or federal agency, or contractors whose total fees are within the limit described in Exhibit C of the RFA.
“General Contractor”	A person or entity duly licensed in the state of Florida with the requisite skills, experience and credit worthiness to successfully provide the units required in the Application, and which meets the criteria described in Part II of Exhibit C of the RFA.
“Interested Party”	Any person or entity that requests a copy of this Request for Proposals from the Corporation.
“LURA” or “Land Use Restriction Agreement”	An agreement which sets forth the set-aside requirements and other Development requirements under a Corporation program.
“Minor Irregularities”	A variation in a term or condition of an Application pursuant to this Rule Chapter 67-60 that does not provide a competitive advantage or benefit not enjoyed by other Applicants, and does not adversely impact the interests of the Corporation or the public.

“Non-Profit”	A qualified non-profit entity as defined in Section 42(h)(5)(C), subsection 501(c)(3) of the IRC and organized under Chapter 617, F.S., if a Florida Corporation, or organized under similar state law if organized in a jurisdiction other than Florida, to provide housing and other services on a not-for-profit basis, which owns at least 51 percent of the ownership interest in the Development held by the general partner or managing member entity, which shall receive at least 50 percent of the Developer overhead, and which entity is acceptable to federal and state agencies and financial institutions as a Sponsor for affordable housing. A Non-Profit entity shall own an interest in the Development, either directly or indirectly; shall not be affiliated with or controlled by a for-profit Corporation; and shall materially participate in the development and operation of the Development throughout the total affordability period as stated in the Land Use Restriction Agreement.
“Note”	A unilateral agreement containing an express and absolute promise to pay to the Corporation a principal sum of money on a specified date, which provides the interest rate and is secured by a mortgage.
“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.
“Person with a Developmental Disability”	Per section 393.063(9), F.S., means a person with a disorder or syndrome that is attributable to intellectual disability, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.
“Principal”	Means any general partner of an Applicant or Developer, any limited partner of an Applicant or Developer, any manager or member of an Applicant or Developer, any officer, director or shareholder of an Applicant or Developer, (ii) any officer, director, shareholder, manager, member, general partner or limited partner of any general partner or limited partner of an Applicant or Developer, (iii) any officer, director, shareholder, manager, member, general partner or limited partner of any manager or member of an Applicant or Developer, and (iv) any officer, director, shareholder, manager, member, general partner or limited partner of any shareholder of an Applicant or Developer.
“Project” or “Property”	Development as defined above.
“Rehabilitation”	The alteration, improvement or modification of an existing structure where less than 50 percent of the proposed construction work consists of new

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

Exhibit C to RFA 2013-____ Credit Underwriting and Program Requirements

The following credit underwriting and program requirements apply to all Applications funded under this RFA:

Part I. Information to be Provided to the Corporation

Within Calendar Days of the date of the invitation to enter credit underwriting, the following information must be provided to the Corporation:

1. Submission of the following information:
 - a. The completed and executed 2013 Florida Housing Finance Corporation Local Government Verification of Status of Site Plan Approval for Multifamily Developments form to certify the status of site plan approval as of Application Deadline;
 - b. The completed and executed 2013 Florida Housing Finance Corporation Local Government Verification that Development is Consistent with Zoning and Land Use regulations form or the completed and executed 2013 Florida Housing Finance Corporation Local Government Verification that Permits are not Required for this Development form, as applicable, to certify that as of Application Deadline the site is appropriately zoned for the proposed Development;
 - c. Evidence from the Local Government or service provider, as applicable, confirmation the availability of the following for the entire Development site, including confirmation that these items were in place as of the Application Deadline: electricity, water, sewer service, and roads for the proposed Development. Such confirmation can be by submission of the completed and executed 2013 Florida Housing Finance Corporation Verification of Availability of Infrastructure (Electricity, Water, Sewer, and Roads) forms or by submission of a letter from the service provider which is dated within 12 months of the Application Deadline, is Development specific, and specifically states that the applicable service (electricity, water, sewer or roads) is available to the proposed Development as of the Application Deadline;
 - d. The completed and executed 2013 Florida Housing Finance Corporation Verification of Environmental Safety Phase I Environmental Site Assessment form, and, if applicable, the completed and executed 2013 Florida Housing Finance Corporation Verification of environmental Safety Phase II Environmental Site Assessment form to certify that a licensed environmental provider has performed a Phase I environmental site assessment and, if applicable, a Phase II environmental site assessment, for the entire Development site.

The verification forms referenced in Items a. through d. above are available on the Corporation's Website

http://apps.floridahousing.org/StandAlone/FHFC_ECM/AppPage_ListPage.aspx?PageID=80 .

2. Regardless of the focus population, the Applicant shall adhere to applicable outreach, marketing and tenant selection laws stated in the Fair Housing Act as implemented by 24 CFR Part 100, and

commit to a viable plan for tenant outreach, marketing, referral and selection as approved by the Corporation during the credit underwriting process;

3. The applicable fees outlined Section Five G. of the RFA will be due as outlined or as otherwise prescribed by the Corporation and/or the Credit Underwriter.

Part II. Credit Underwriting Procedures

1. Credit underwriting is a de novo review of all information supplied, received or discovered during or after any application scoring and funding preference process, prior to the closing on funding. The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development team's experience, past performance or financial capacity is satisfactory. The credit underwriting review shall include a comprehensive analysis of the Applicant, the real estate, the economics of the Development, the ability of the Applicant and the Development team to proceed, the evidence of need for affordable housing in order to determine that the Development meets the program requirements and determine a recommended funding amount, if any. Corporation funding will be based on appraisals of comparable developments, cost benefit analysis, and other documents evidencing justification of costs. As part of the credit underwriting review, the Credit Underwriter will consider the applicable provisions of the credit underwriting and program requirements outlined in Exhibit C of this RFA.
2. At the completion of all litigation and approval by the Board of all Recommended Orders with regard to this RFA, the Corporation shall offer all Applicants within the funding range an invitation to enter credit underwriting. The Corporation shall select the Credit Underwriter for each Development. The invitation to enter credit underwriting constitutes a preliminary commitment for the ELI Loan and the grant funding, as applicable.
3. A response to the invitation to enter credit underwriting must be received by the Corporation and the Credit Underwriter not later than seven (7) Calendar Days after the date of the invitation. For any invitation to enter credit underwriting that is offered to an Applicant after Board approval of the list of Applications that is sorted from highest funding preference to lowest, where the Applicant's response is to decline to enter credit underwriting, the result shall be the removal of the Application's eligibility for funding for this RFA.
4. If the invitation to enter credit underwriting is accepted:
 - a. All Applicants shall submit the credit underwriting fee to the Credit Underwriter within seven (7) Calendar Days of the date of the invitation to enter credit underwriting.
 - b. Failure to submit the required credit underwriting fee by the specified deadline shall result in withdrawal of the invitation.
 - c. Grant Funding must close by September 30, 2014. Applicants may request one (1) extension of up to 3 months. All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting an extension and shall detail the time frame to close the grant. The written request will then be submitted to the Corporation's Board for consideration. The Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report,

if available, prior to determining whether to grant the requested extension. The Corporation shall charge a non-refundable extension fee if the Board approves the request to extend the commitment beyond the initial closing deadline. In the event the funding does not close by the end of the extension period, the preliminary commitment or firm commitment for the funding, as applicable, will be deemed void and the funds will be de-obligated.

5. The Credit Underwriter shall review all information in the Application, including information relative to the Applicant, Developer, and, if the Applicant's Development Category is to add supply through new construction, the General Contractor, as well as other members of the Development Team based on information provided to the Credit Underwriter. The Credit Underwriter shall also request and review such other information as it deems appropriate to determine whether or not to provide a positive recommendation in connection with a proposed Development.
6. In determining whether or not to provide a positive recommendation in connection with a proposed Development, the Credit Underwriter will consider the prior and recent performance history of the Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and, if the Applicant's Development Category is to add supply through new construction, the General Contractor, in connection with any other affordable housing development. The performance history shall consider instances involving a foreclosure, deed in lieu of foreclosure, financial arrearage, or other event of material default in connection with any affordable housing development or the documents governing financing or operation of any such development.
 - a. Unless the Credit Underwriter determines that mitigating factors exist, or that underwriting conditions can be imposed, sufficient to mitigate or offset the risk, the existence of the following shall result in a negative recommendation of the proposed Development by the Credit Underwriter:
 - (1) Considering all affordable housing developments in which any party named above has been involved, if:
 - (a) During the period prior to August 1, 2010, 5 percent or more of that party's developments have been the subject of a foreclosure or deed in lieu of foreclosure, or in financial arrearage or other material default and such arrearage or material default remained uncured for a period of 60 days or more, or
 - (b) During the period beginning on or after August 1, 2010, any of that party's developments have been the subject of a foreclosure or deed in lieu of foreclosure, or in financial arrearage or other material default and such arrearage or material default is uncured at the present or, if cured, remained uncured for a period of 60 days or more.
 - (2) Mitigating factors to be considered by the Credit Underwriter, to the extent such information is reasonably available and verifiable, shall include the extent to which the party funded the operations of the development from that party's own funds in an attempt to keep the development afloat, the election by a party to forego financial participation in a development in an attempt to keep the

development afloat, the party's satisfactory performance history over the last 10 years in connection with that party's affordable housing developments, and any other extenuating circumstances deemed relevant by the Credit Underwriter in connection with the party's involvement in a development.

- b. A negative recommendation may also result from the review of:
- (1) An Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and, if the Applicant's Development Category is to add supply through new construction, the General Contractor, in connection with any other affordable housing development,
 - (2) Financial capacity of an Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and, if the Applicant's Development Category is to add supply through new construction, the General Contractor, or
 - (3) Any other relevant matters relating to an Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and, if the Applicant's Development Category is to add supply through new construction, the General Contractor if, in the Credit Underwriter's opinion, one or more members of the Development team do not possess the ability to proceed.
7. The Credit Underwriter shall report any inconsistencies or discrepancies or changes made to the Applicant's Application during credit underwriting.
 8. The Applicant will be responsible for all fees in connection with the documentation submitted to the Credit Underwriter.
 9. If the Credit Underwriter determines that special expertise is required to review information submitted to the Credit Underwriter which is beyond the scope of the Credit Underwriter's expertise, the fee for such services shall be borne by the Applicant.
 10. If the Development consists of 1-4 units, a standard residential form report such as the Uniform Residential Appraisal Report shall be ordered by the Credit Underwriter, at the Applicant's expense, from an appraiser qualified for the geographic area and product type not later than completion of credit underwriting. The Credit Underwriter shall review the appraisal to properly evaluate the proposed property's financial feasibility. Appraisals which have been ordered and submitted by a first mortgagor and which meet the above requirements and are acceptable to the Credit Underwriter may be used instead of the appraisal referenced above. The Credit Underwriter shall consider the appraisal and other documentation when making its recommendation of whether to approve or disapprove the grant funding. The Credit Underwriter shall also review the appraisal and other market documentation to determine if the market exists to support both the demographic and income restriction set-asides committed to within the Application.
 11. If the Applicant's Development Category is to add supply through new construction, the Corporation's assigned Credit Underwriter shall require a guaranteed maximum price or stipulated sum construction contract, which may include change orders for changes in cost or changes in the scope of work, or both, if all parties agree, and shall order, at the Applicant's sole

expense, and review a pre-construction analysis and review the Development's costs.

12. The Credit Underwriter may request additional information, but at a minimum, the following will be required during the underwriting process:
 - a. For the Applicant, general partner(s), and guarantors, audited financial statements or financial statements compiled or reviewed by a licensed Certified Public Accountant for the most recent fiscal year ended, credit check, banking and trade references, and deposit verifications. If audited financial statements or financial statements compiled or reviewed by a licensed Certified Public Accountant are not available, unaudited financial statements prepared within the last 90 days and reviewed by the Credit Underwriter in accordance with Part IIIA, Sections 401 through 411, of the Fannie Mae Multifamily Delegated Underwriting and Servicing (DUS) Guide, effective April 29, 2011, which is available on the Corporation's Website under the Multifamily Programs link labeled Related References and Links, and the two most recent years' tax returns. If the entities are newly formed (less than 18 months in existence as of the date that credit underwriting information is requested), a copy of any and all tax returns with related supporting notes and schedules.
 - b. For Applicants whose Development Category is to add supply through new construction, the General Contractor's audited financial statements or financial statements compiled or reviewed by a licensed Certified Public Accountant for the most recent fiscal year ended, credit check, banking and trade references, and deposit verifications. The audited or compiled statements may be waived if a payment and performance bond equal to 100 percent of the total construction cost whose terms do not adversely affect the Corporation's interest, and is issued in the name of the General Contractor by a company rated at least "A-" by AMBest & Co.

13. The Credit Underwriter shall consider the following when determining the need for construction completion guarantees:
 - a. Liquidity of the guarantor.
 - b. Developer and, if the Applicant's Development Category is to add supply through new construction, the General Contractor's history in successfully completing Developments of similar nature.
 - c. Problems encountered previously with the Developer or, if the Applicant's Development Category is to add supply through new construction, the contractor.
 - d. Exposure of Corporation funds compared to Total Development Cost.

At a minimum, the Credit Underwriter shall require a guarantee for completion of construction from the non-profit sponsor of the borrowing entity, or the borrowing entity itself if it is the non-profit sponsor. In addition, a letter of credit or payment and performance bond whose terms do not adversely affect the Corporation's interest will be required if the Credit Underwriter determines after evaluation of paragraphs (a)-(d) in this subsection that additional surety is needed. However, a completion guarantee will not be required if funds are not drawn until evidence of lien free completion is provided.

14. For all Developments, the Developer overhead and General Contractor's fee shall be limited to:
 - a. The Developer overhead shall be limited to 10 percent of Development Cost.
 - b. If the Applicant's Development Category is to add supply through new construction, the General Contractor's fee shall be limited to a maximum of 14 percent of the actual construction cost.

15. If the Applicant's Development Category is to add supply through new construction, the General Contractor must meet the following conditions:
 - a. Employ a Development superintendent and charge the costs of such employment to the general requirements line item of the General Contractor's budget;
 - b. Charge the costs of the Development construction trailer, if needed, and other overhead to the general requirements line item of the General Contractor's budget;
 - c. Secure building permits, issued in the name of the General Contractor;
 - d. Secure a payment and performance bond whose terms do not adversely affect the Corporation's interest (or approved alternate security for General Contractor's performance, such as a letter of credit), issued in the name of the General Contractor, from a company rated at least "A-" by AMBest & Co.;
 - e. Ensure that none of the General Contractor duties to manage and control the construction of the Development are subcontracted;
 - f. Ensure that not more than 20 percent of the construction cost is subcontracted to any one entity, with the exception of a subcontractor contracted to deliver the building shell of building of at least five (5) stories which may not have more than 31 percent of the construction cost in a subcontract, unless otherwise approved by the Board for a specific Development; and
 - g. Ensure that no construction cost is subcontracted to any entity that has common ownership or is affiliated with the General Contractor unless otherwise approved by the Board for a specific Development.

16. Contingency reserves which total no more than 5 percent of total actual construction costs (hard costs) and total general development costs (soft costs) for Developments where 50 percent or more of the units are new construction may be included within the Total Development Cost for Application and underwriting purposes. Contingency reserves which total no more than 15 percent of total actual construction costs (hard costs) and total general development costs (soft costs) for Rehabilitation may be included within the Total Development Cost for Application and underwriting purposes.

17. The Credit Underwriter will review and determine if the number of loans and construction commitments of the Applicant and its Principals will impede its ability to proceed with the successful development of each proposed Corporation-funded Development.

18. All items required for the Credit Underwriter's Credit Underwriting Report must be provided in a timely manner in order for the Credit Underwriting Report to be approved by the Board by June 30, 2014. Unless an extension is approved by the Corporation in writing, failure to submit the required credit underwriting information or to have the Credit Underwriting Report approved by the Board by the specified deadline shall result in withdrawal of the invitation. If the Corporation's decision is to deny the Applicant's request for an extension, then prior to the withdrawal of the invitation, the Board shall consider the facts and circumstances of the Applicant's request, the Corporation's denial, and any credit underwriting report, if available, and make a determination of whether to grant the requested extension. A submission deadline for all items required for the Credit Underwriter's Credit Underwriting Report shall be presented in the invitation letter to enter credit underwriting with any extensions subject to written approval by the Corporation.
19. If the Credit Underwriter requires additional clarifying materials in the course of the underwriting process, the Credit Underwriter shall request same from the Applicant and shall specify deadlines for the submission of same. Failure to submit required information by the specified deadline, unless a written extension of time has been approved by the Corporation, shall result in withdrawal of the preliminary commitment or the invitation to enter credit underwriting, or both, as applicable. If the Corporation's decision is to deny the Applicant's request for an extension, then prior to the withdrawal of the invitation, the Board shall consider the facts and circumstances of the Applicant's request, the Corporation's denial, and any credit underwriting report, if available, and make a determination of whether to grant the requested extension.
20. The Credit Underwriter shall complete its analysis and submit a written draft report and recommendation to the Corporation. Upon receipt, the Corporation shall provide to the Applicant the section of the written draft report consisting of supporting information and schedules. The Applicant shall review and provide written comments to the Corporation and Credit Underwriter within 48 hours of receipt. After the 48 hour period, the Corporation shall provide to the Credit Underwriter comments on the draft report and, as applicable, on the Applicant's comments. Then, the Credit Underwriter shall review and incorporate, if deemed appropriate, the Corporation's and Applicant's comments and release the revised report to the Corporation and the Applicant. Any additional comments from the Applicant shall be received by the Corporation and the Credit Underwriter within 72 hours of receipt of the revised report. Then, the Credit Underwriter will provide a final report, which will address comments made by the Applicant, to the Corporation.
21. The Credit Underwriter's loan recommendations will be sent to the Board for approval. The Corporation shall issue a firm loan commitment within seven (7) Calendar Days after approval of the Credit Underwriter's recommendation for funding by the Board.
22. Grant funding and other mortgage loans related to the construction of the Development must close within 120 Calendar Days of the date of the firm loan commitment(s), but in no event to exceed the closing deadline provided in 4.c. above. A request for an extension of the firm loan commitment may be considered by the Board for an extension term not to exceed a closing deadline of December 31, 2014, as extended if applicable. All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting an extension and shall detail the time frame to close the loan. The Board shall

consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant the requested extension. The Corporation shall charge an extension fee of one-half of one percent of the funding amount(s) if the Board approves the request to extend the commitment beyond the period outlined in Exhibit C, but not to exceed \$1,000.

23. At least five (5) Calendar Days prior to any loan closing:
 - a. The Applicant must provide evidence of all necessary consents or required signatures from first mortgagees or subordinate mortgagees to the Corporation and its counsel, and
 - b. The Credit Underwriter must have received all items necessary to release its letter confirming that all closing contingencies have been met, including the finalized sources and uses of funds and Draw schedule.

24. The Credit Underwriter shall use the following procedures during the credit underwriting evaluation:
 - a. All consulting fees and any financial or other guarantees required for the financing must be paid out of the Developer overhead. Consulting fees and any financial or other guarantees required for the financing cannot cause the Developer overhead to exceed the maximum allowable fee as set forth in Item 15 above.
 - b. All contracts for hard or soft Development Costs must be itemized for each cost component.
 - c. The amount of property acquisition cost allowed to be recognized as part of the Development's Development Costs shall be limited to the lesser of the purchase price or the appraised value.

Part III. Program Procedures and Requirements for Grant Funding

1. General Program Procedures:
 - a. Grant Funding

The following items as identified by the Applicant in the Application must be included in the Application and cannot be changed by the Applicant revised, corrected or supplemented after the applicable submission, unless provided otherwise below:

 - (1) The name of the Applicant entity 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. With regard to said approval, the Board shall consider the facts and circumstances of each Applicant's request, inclusive of validity and consistency of Application documentation.
 - (2) The 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. Any non-material change (less than 33.3 percent of the Applicant, a General Partner of the Applicant, or a member of the Applicant) in the ownership structure of the named Applicant will not require prior approval, but the Corporation must still be notified in writing of the change. At no time may the Applicant not qualify as a Non-Profit entity as provided in the RFA.

- b. The name of the Development provided in the Application may not be changed or altered after submission of the Application during the history of the Development with the Corporation unless the change is requested in writing and approved in writing by the Corporation. The Corporation shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant such request.
- c. If an Applicant or any Affiliate of an Applicant:
 - (1) Has engaged in fraudulent actions;
 - (2) Has materially misrepresented information to the Corporation regarding any past or present Application or Development;
 - (3) Has been convicted of fraud, theft or misappropriation of funds;
 - (4) Has been excluded from federal or Florida procurement programs for any reason; or
 - (5) Has been convicted of a felony;

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

- d. A Development will be withdrawn from funding if, at any time, the Board determines that the Applicant's Development or Development team is no longer the Development or Development team described in the Application or to the Credit Underwriter, and the change(s) made are prejudicial to the Development or to the market to be served by the Development.
- e. If an Applicant or Developer or any Principal, Affiliate or Financial Beneficiary of an Applicant or a Developer has any existing Developments participating in any Corporation

programs that remain in non-compliance with applicable loan documents, and any applicable cure period granted for correcting such non-compliance has ended as of the time of submission of the Application or at the time of issuance of a credit underwriting report, the requested funding award will, upon a determination by the Board that such non-compliance substantially increases the likelihood that such Applicant or Developer will not be able to produce quality affordable housing, be denied and the Applicant or Developer and the Affiliates of the Applicant or Developer will be prohibited from new participation in any of the Corporation's programs commencing with this competitive solicitation and continuing until such time as all of their existing Developments participating in any Corporation programs are in compliance.

f. Notwithstanding any other provisions of this RFA, the following items as identified by the Applicant in Exhibit A of the RFA must be maintained and cannot be changed by the Applicant after the Application deadline:

- (1) Site for the Development; notwithstanding the foregoing, after the Applicant has been invited to enter credit underwriting and subject to written request of an Applicant to Corporation staff and approval of the Corporation, the site for the Development may be increased or decreased, unless the change negatively impacts (i) the ability of the Lead Agency for the Local Homeless Assistance Continuum of Care utilized in the Application to confirm that the Development meets the criteria provided in the Verification of Inclusion in State Designated Lead Agency Continuum of Care Local Homeless Assistance Plan Exhibit, or (ii) access to general community services and amenities, as well as specific supportive services and resources that address the needs of the Intended Residents;
- (2) Development Category;
- (3) Development Type;
- (4) Demographic Commitment;
- (5) Funding Request Amount

3. Grant Funding:

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

a. Loan Terms and Conditions:

- (1) The Grant Funding may be in a first, second, or other subordinated lien position.
- (2) The amount of any superior mortgages combined with the Grant Funding mortgage shall be less than the appraised value of the Development. Any debt service reserve requirement associated with a superior mortgage shall be excluded from the amount of the superior mortgage for purposes of this calculation.

(3) By the date that is 151 Calendar Days after the Applicant's fiscal year end of each year of the Grant Funding's LURA term, the Applicant shall provide the Corporation's servicer with audited financial statements and a certification detailing the information needed to determine the annual payment to be made. However, this certification requirement will be waived until 151 Calendar Days after the Applicant's fiscal year end following the fiscal year within which the first unit is occupied. In the case where the Development contained occupied units at the time of acquisition, the initial submission will be due following the fiscal year within which the 12 month anniversary of the Grant Funding closing is observed. The certification shall require submission of audited financial statements and the fully completed and executed annual reporting form, Financial Reporting Form SR-1. The SR-1 form, Rev.03-13, which is available on the Corporation's Website under the Multifamily Programs link labeled Related References and Links, shall be submitted to the Corporation's servicer in both PDF format and in electronic form as a Microsoft Excel spreadsheet. The audited financial statements are to be prepared in accordance with accounting principles generally accepted in the United States of America and audited in accordance with auditing standards generally accepted in the United States of America for the 12 month fiscal year period just ended and shall include:

- (i) Comparative Balance Sheet with prior year and current year balances;
- (ii) Statement of revenue and expenses;
- (iii) Statement of changes in fund balances or equity;
- (iv) Statement of cash flows; and
- (v) Notes to financial statements.

The financial statements referenced above should also be accompanied by a certification of the Applicant as to the accuracy of such financial statements. A late fee of \$500 will be assessed by the Corporation for failure to submit the required audited financial statements and certification by 151 Calendar Days after the Applicant's fiscal year end of each year of the Grant Funding' LURA term. Failure to submit the required audited financial statements and certification by 151 Calendar Days after the Applicant's fiscal year end of each year of the Grant Funding's LURA term shall constitute an event of default on the Grant Funding. The Applicant shall furnish to the Corporation or its servicer, unaudited statements, certified by the Applicant's principal financial or accounting officer, covering such financial matters as the Corporation or its servicer may reasonably request, including without limitation, monthly statements with respect to the Development.

- (4) The Grant Fundings shall be serviced either directly by the Corporation or by the servicer on behalf of the Corporation.
- (5) The Corporation shall monitor compliance of all terms and conditions of the Grant Funding and shall require that certain terms and conditions be embodied in the 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 Grant Funding shall constitute a default during the term of the grant. The Corporation shall take appropriate legal action to effect compliance if a violation of any material term or condition relative to the Set-Aside Commitment is discovered during the course of compliance monitoring or by any other means.
- (6) The Corporation shall require adequate insurance to be maintained on the Development as determined by the first mortgage lender, the Corporation, or the Corporation's servicer, but which shall, in any case, include fire, hazard and other insurance sufficient to meet the standards established in Part IIIA, Section 322 of the Fannie Mae Multifamily Delegated Underwriting and Servicing (DUS) Guide, effective April 29, 2011, which is available on the Corporation's Website under the Multifamily Programs link labeled Related References and Links.
- (7) . The term of the Grant Funding LURAWill be a minimum of 20 years.
- (8) After accepting a preliminary commitment, the Applicant shall not refinance, increase the principal amount, or alter any terms or conditions of any mortgage superior or inferior to the Grant Funding mortgage without prior approval of the Corporation's Board of Directors. However, an Applicant may reduce the interest rate on any superior or inferior mortgage loan without the Board's permission, provided that no other terms of the loan are changed. The Corporation must be notified in writing of any such change.
- (9) All Grant Funding shall be in conformance with applicable federal and state statutes, including the Fair Housing Act as implemented by 24 CFR Part 100 and Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35. The Corporation shall allow units dedicated to occupancy by the Elderly in a Development designed for occupancy by elderly households pursuant to authorization by HUD under the Fair Housing Amendments of 1988 as implemented by 24 CFR Part 100.
- (10) The documents creating, evidencing or securing each Grant Funding must provide that any violation of the terms and conditions described in Exhibit C of the RFA, constitutes a default under the Grant Funding documents allowing the Corporation to seek any remedies legally available to it.
- (11) Failure to provide the Corporation and its servicer with the Form SR-1 shall constitute a default on the grant.

- (12) The Compliance Period for a Development funded with a Grant Funding shall be, at a minimum, a period of time equal to the greater of: (i) the minimum term of the set-aside commitment, or (ii) such longer period agreed to by the Applicant in the Application. For Developments that contain occupied units at the time of closing, the Compliance Period shall begin not later than the termination of the last lease executed prior to closing of the Grant Funding.
- (13) Unless and until a guarantor's obligations for a Grant Funding are terminated as approved in writing by the Corporation or its servicer, each guarantor shall furnish to the Corporation or its servicer financial statements as provided in paragraphs (a) through (c) below as the Corporation or its servicer may reasonably request.
- (a) The audited financial statements are to be prepared in accordance with accounting principles generally accepted in the United States of America and audited in accordance with auditing standards generally accepted in the United States of America for the 12 month fiscal year period just ended and shall include:
- (i) Comparative Balance Sheet with prior year and current year balances;
 - (ii) Statement of revenue and expenses;
 - (iii) Statement of changes in fund balances or equity;
 - (iv) Statement of cash flows; and
 - (v) Notes to financial statements.

The financial statements referenced above should also be accompanied by a certification of the guarantor(s) as to the accuracy of such financial statements; or

- (b) If an audited financial statement has not been prepared, a federal income tax return filed for the most recently completed year; or
- (c) For individual guarantors, if an audited financial statement is not available a financial statement certified as true and complete without qualification by such guarantor and a copy of the most recently filed individual federal income tax return.

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

- (1) Any sale, conveyance, assignment, or other transfer of interest or the grant of a security interest in all or any part of the title to the Development other than a superior 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.

- (2) The 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 grant;
 - (b) The proposed transferee agrees to maintain all set-asides and other requirements of the grant for the period originally specified or longer; and
 - (c) The proposed transferee and release of transferor receives a favorable recommendation from the Credit Underwriter and approval by the Board of Directors of the Corporation.

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

- (3) If the grant and related documents are not assumed since the buyer does not meet the criteria for assumption of the grant, the grant shall be repaid from the proceeds of the sale in the following order of priority:
- (a) First mortgage debt service, first mortgage fees;
 - (b) Applicable compliance and loan servicing fees;
 - (c) An amount equal to the present value of the compliance monitoring fee, as computed by the Corporation and its servicer, times the number of payment periods for which the Development will have a remaining term for its set-aside commitment beyond the repayment date. The present value discount rate shall be 2 percent per annum. Such amount shall be reduced by the amount of any compliance monitoring fees collected by the Corporation for the Development, provided:
 - (i) The compliance monitoring fee covers some or all of the period following the anticipated Grant Funding repayment date; and
 - (ii) The Development has substantially equivalent set-asides for the Set-Aside Commitment or households mandated through another program of the Corporation for which the compliance monitoring fee was collected.
 - (d) Unpaid principal balance of the loan;
 - (f) Expenses of the sale;
 - (g) If there will be insufficient funds available from the proposed sale of the Development to satisfy paragraphs (3)(a)-(f) above, the Grant Funding

shall not be satisfied until the Corporation has received:

- (i) An appraisal prepared by an appraiser selected by the Corporation or the Credit Underwriter indicating that the purchase price for the Development is reasonable and consistent with existing market conditions;
 - (ii) A certification from the Applicant that the purchase price reported is the actual price paid for the Development, as supported by a copy of the final executed purchase and sale agreement, and that no other consideration passed between the parties, as supported by a draft and final closing statement;
 - (iii) A certification from the Applicant that there are no Development funds available to repay the loan and the Applicant knows of no source from which funds could or would be forthcoming to pay the loan; and
 - (iv) A certification from the Applicant detailing the information needed to determine the final billing for Grant Funding. Such certification shall require submission of financial statements and other documents that may be required by the Corporation and its servicer.
- (4) The Corporation may renegotiate and extend the grant's LURA in order to extend or retain the availability of housing for the target population. Such renegotiations shall be based upon:
- (a) Performance of the Applicant during the Grant Funding's LURA term;
 - (b) Availability of similar housing stock for the target population in the area;
 - (e) Assurance that the security interest of the Corporation will not be jeopardized by the new term(s); and
 - (f) Industry standard terms which may include amortizing loans requiring regularly scheduled payments of principal and interest.

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

- (5) The Board shall approve requests for mortgage loan refinancing only if Development Cash Flow is improved, the Development's economic viability is maintained, the security interest of the Corporation is not adversely affected, and the Credit Underwriter provides a positive recommendation.
- (6) The Board shall deny requests for mortgage loan refinancing which require

extension of the Grant Funding's LURA term or otherwise adversely affect the security interest of the Corporation, unless the criteria outlined in this section of Exhibit C are met, the Credit Underwriter recommends that the approval of such a request is crucial to the economic survival of the Development, or unless the Board determines that public policy will be better served by the extension as a result of the Applicant agreeing to further extend the Compliance Period or provide additional amenities or resident programs suitable for the resident population. Further, the Board shall limit any approved extension to a minimum term which makes the Development feasible and which does not exceed an industry standard term.

The Board shall deny requests to increase the amount of any superior mortgage, unless the criteria outlined in this section of Exhibit C are met, the original combined loan to value ratio for the superior mortgage.

c. Grant Funding construction Disbursements and Permanent Loan Servicing

- (1) Grant proceeds shall be disbursed during the construction phase in an amount per Draw which does not exceed the ratio of the loan to the Total Development Cost, unless approved by the Credit Underwriter.
- (2) Ten (10) business days prior to each Draw, the Applicant shall supply the Corporation's servicer, as agent for the Corporation, with a written request executed by the Applicant for a Draw. The request shall set forth the amount to be paid and shall be accompanied by documentation specified by the Corporation's servicer including claims for labor and materials to date of the last inspection.
- (3) The Corporation and its servicer shall review the request for a Draw, and the servicer shall provide the Corporation with approval of the request or an alternative recommendation, after the title insurer provides an endorsement to the policy of title insurance updating the policy to the date of the current Draw and increasing the insurance coverage to an amount equal to the sum of all prior Draws and the current Draw, without additional exceptions, except those specifically approved in writing by the Corporation.
- (4) The Corporation shall disburse construction Draws through Automated Clearing House (ACH). The Applicant may request disbursement of construction Draws via a wire transfer. The Applicant will be charged a fee of \$10 for each wire transfer requested. This charge will be netted against the Draw amount.
- (5) The Corporation shall elect to withhold any Draw or portion of any Draw, notwithstanding any documentation submitted by the Applicant in connection with the request for a Draw, if
 - (a) The Corporation or the Corporation's servicer determines at any time that the actual cost budget or progress of construction differs from that as shown on the loan documents; or

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