

REQUEST FOR APPLICATIONS 2016-106

HOMELESS HOUSING ASSISTANCE LOAN DEMONSTRATION PROGRAM

Issued by:

FLORIDA HOUSING FINANCE CORPORATION

Issued: _____, 2016

Due: _____, 2016

SECTION ONE INTRODUCTION

Under this Request for Applications (RFA), Florida Housing Finance Corporation (the Corporation) is piloting an approach to allocate resources to eligible Non-Profit Applicants in counties with populations up to 250,000 in order to support the development of Permanent Rental Housing for Homeless individuals and families that is appropriate for small and rural communities. Applicants must agree and adhere to Housing First Principles in operating and managing Developments resulting from the funding provided in this pilot. Eligible counties must be part of a Local Homeless Assistance Continuum of Care planning and service area. Under this RFA, the Corporation expects to make up to an estimated \$5,000,000 of funding available, for forgivable loans of up to \$600,000 to each proposed Development that consists of up to four (4) units, or up to \$750,000 to each proposed Development that consists of five (5) to 10 units. The awards will consist of two (2) loans: a Preconstruction Loan of \$40,000 to assist Applicants with the predevelopment costs, and a Construction Loan to help with construction costs.

It is the Corporation's goal to help build the capacity of Non-Profit Applicants in these communities to serve Homeless households. To accomplish this, the RFA will be open only to Non-Profit Applicants that (i) are "100 percent non-profit"; (ii) demonstrate that they are active members of the eligible Continuum of Care and current providers of publicly-funded services or housing for Homeless households in the county of the proposed Development; and (iii) can demonstrate that the proposed Development is intended for a priority Homeless population according to the Continuum of Care plan. To be "100 percent non-profit", Applicants must establish 501(c)(3) or 501(c)(4) status as outlined in question C.2.b. of Exhibit A; and either (1) the Applicant entity itself must meet the definition of a 'Non-Profit Corporation' as that term is defined in Exhibit C or (2) the Applicant entity itself is not a 'Non-Profit Corporation' but is wholly-owned (i.e., 100 percent owned) by one or more 'Non-Profit Corporations' as that term is defined in Exhibit C. Additionally, all Applicants that submit Applications selected for funding will receive technical assistance through the Predevelopment Phase and, if necessary, credit underwriting, as further provided in Section Four, L. and Part I. of Exhibit D.

The Corporation is soliciting a maximum of one (1) Application from qualified Applicants that commit to provide housing in accordance with the terms and conditions of this RFA, inclusive of applicable laws, rules and regulations, and the Corporation's generally applicable construction and financial standards.

SECTION TWO DEFINITIONS

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

SECTION THREE PROCEDURES AND PROVISIONS

A. Submission Requirements

A complete Application for this RFA consists of the Application found at Exhibit A, the Applicant Certification and Acknowledgement found at Exhibit B and on the Corporation's Website <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2016->

106/RelatedForms/ (also accessible by clicking [here](#)), and all applicable attachments, as set forth in Section Four of the RFA.

1. The Application Deadline is 11:00 a.m., Eastern Time, on _____, 2016. To meet the submission requirements, prior to the Application Deadline, the Applicant must do all of the following for each Application. Only one (1) Application per Applicant entity may be submitted:
 - a. Download and complete the Application (Exhibit A) found on the Corporation's Website at <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2016-106/> (also accessible by clicking [here](#)). The download process may take several minutes. Applicants should save the file with a file name that is unique to that Application;
 - b. Next, when the Applicant is ready to submit the completed Application to the Corporation, the Applicant must go to the Corporation's Website at <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2016-106/> (also accessible by clicking [here](#)) and click the link to login and upload the completed Application. To upload the Application, a username and password must be entered. If the Applicant has not previously created a username and password, the Applicant will need to create one prior to the upload process;
 - c. After successfully logging in, the Applicant must click "Upload Application". The Applicant must also enter the Development Name, click "Browse" to locate the completed Application that was saved on the Applicant's computer; and click "Upload Selected File". (Note: Only the Application (Exhibit A) is uploaded. Hard copies of all attachments must be included with the printed copy of the Application (Exhibit A) as provided in e. below.) The selected Application will then be listed as an uploaded Application and its assigned Response Number will be visible in the first column;
 - d. Next, to view and print the Uploaded Application, the Applicant must click "Print Application for Submission to Florida Housing". The assigned Response Number will be reflected on each page of the printed Uploaded Application. The Applicant must submit four (4) printed copies of the Uploaded Application to the Corporation, as outlined in item e. below;

Note: If the Applicant clicks "Delete" prior to the Application Deadline, the Application will no longer be considered an Uploaded Application. The Applicant will be required to upload the Application again for the Application to be considered an Uploaded Application. This will generate a new Response Number;
 - e. The Applicant must provide to the Corporation by the Application Deadline a sealed package containing four (4) printed copies of the final Uploaded Application with all applicable attachments, as outlined in Section Four, to the

Corporation, each housed in separate 3-ring-binders with numbered divider tabs for each attachment. The final Response Number should be reflected on each page of the printed Application;

- (1) One (1) printed copy of the complete Uploaded Application with all applicable attachments must be labeled "Original Hard Copy and must include the following items:
 - (a) The required non-refundable \$800 Application fee, payable to Florida Housing Finance Corporation (check or money order only); and
 - (b) The Applicant Certification and Acknowledgement form with an original signature (blue ink preferred).
 - (2) The remaining three (3) printed copies of the complete Uploaded Application with all applicable attachments should be labeled "Copy".
- f. The Applicant should label the outside of each shipping box with the applicable RFA number. The Corporation will not consider faxed or e-mailed Applications.
2. After 11:00 a.m., Eastern Time, on the Application Deadline, each Application for which hard copies are received by the Application Deadline will be assigned an Application number. In addition, these Applications will be assigned a lottery number by having the Corporation's internal auditors run the total number of Applications received through a random number generator program. The printed copies of the complete Application must be addressed to:

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

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

- B. This RFA does not commit the Corporation to award any funding to any Applicant or to pay any costs incurred in the preparation or delivery of an Application.
- C. The Corporation reserves the right to:
1. Waive Minor Irregularities; and
 2. Accept or reject any or all Applications received as a result of this RFA.
- D. Any interested party may submit any inquiry regarding this RFA in writing to Ken Reecy via the e-mail address RFA_2016-106_Questions@floridahousing.org (also accessible by clicking [here](#)). All

inquiries are due by 5:00 p.m., Eastern Time, on _____, 2016. 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 _____, 2016 and will post a copy of all inquiries received, and their answers, on the Corporation's Website at <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2016-106/> (also accessible by clicking [here](#)). The Corporation will also send a copy of those inquiries and answers in writing to any interested party that requests a copy. The Corporation will determine the method of sending its answers, which may include regular United States mail, overnight delivery, fax, e-mail, or any combination of the above. No other means of communication, whether oral or written, shall be construed as an official response or statement from the Corporation.

- E. Any person who wishes to protest the specifications of this RFA must file a protest in compliance with Section 120.57(3), Fla. Stat., and Rule Chapter 28-110, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.
- F. By submitting this Application, each Applicant agrees to the terms and conditions outlined in this RFA. Rule Chapter 67-60, F.A.C., establishes the procedures by which the Corporation will administer this RFA. To read a copy of this rule, go to: <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2016-106/> (also accessible by clicking [here](#)). By submitting an Application, each Applicant further agrees that:
1. Public Records. Any material submitted in response to this RFA is a public record pursuant to Chapter 119, Fla. Stat. Per Section 119.071(1)(b)2., the sealed Applications received by the Corporation are exempt from disclosure until such time as the Board provides notice of an intended decision or until 30 Calendar Days after the opening of the sealed Applications, whichever is earlier.
 2. Noninterference. At no time during the review and evaluation process, commencing with the Application Deadline and continuing until the Board renders a final decision on the RFA, may Applicants or their representatives contact Board members or Corporation staff, except Corporation legal staff, concerning their own or any other Applicant's Application. If an Applicant or its representative does contact a Board or staff member in violation of this section, the Board shall, upon a determination that such contact was made in an attempt to influence the selection process, disqualify the Application.
 3. Requirements. Proposed Developments will be subject to the requirements of the RFA, the Application requirements outlined in Rule Chapter 67-60, F.A.C., the credit underwriting requirements outlined in Exhibit D of this RFA, and the Compliance requirements in Exhibit E of this RFA.
- G. The Corporation expects to select one (1) or more Applications to award the funding contemplated by this RFA. Any such Application will be selected through the Corporation's review of each Application, considering the factors identified in this RFA.
- H. Pursuant to subsection 67-60.004(2), F.A.C., an Applicant may request withdrawal of its Application from this RFA by filing a written notice of withdrawal with the Corporation Clerk.

For funding selection purposes for this RFA, the Corporation shall not accept any Application withdrawal request that is submitted between 5:00 p.m., Eastern Time, the last business day before the date the Committee meets to make its recommendations to the Board until after the Board has taken action on the Committee's recommendations, and such Application shall be included in the funding selection process as if no withdrawal request had been submitted. Any funding that becomes available after such withdrawal is accepted shall be treated as returned funds and distributed according to Section Five, B. of this RFA.

SECTION FOUR INFORMATION TO BE PROVIDED IN THE APPLICATION

The Applicant must provide a completed Application found in Exhibit A to RFA 2016-106, along with all applicable attachments thereto, including the Applicant Certification and Acknowledgement form. This section provides instructions and should be used in tandem with Exhibit A.

A. Applicant Certification and Acknowledgement

The Applicant must include a signed Applicant Certification and Acknowledgement form as **Attachment 1** to Exhibit A to indicate the Applicant's certification and acknowledgement of the provisions and requirements of the RFA. The form included in the copy of the Application labeled "Original Hard Copy" must reflect an original signature (blue ink is preferred). The Applicant Certification and Acknowledgement form is provided in Exhibit B of this RFA and on the Corporation's Website <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2016-106/RelatedForms/> (also accessible by clicking [here](#)). Note: If the Applicant provides any version of the Applicant Certification and Acknowledgement form other than the version included in this RFA, the form will not be considered.

B. Homeless Demographic Commitment

Each unit in the proposed Development shall serve Homeless individuals or families as Permanent Rental Housing in an eligible county. For the Corporation to better understand the proposed Development, Applicants must describe the Homeless subpopulation(s) residing within the county, and if the Development's location has been determined, the area surrounding the proposed Development, and whether the proposed Development will be serving residents with a physical disability, including those with mobility impairments. The Applicant should also describe how the funding would be used to provide housing and services for this subpopulation(s). This includes how many units are anticipated to be developed with this funding, up to 10 units, and whether the proposed Development will consist of single family homes, duplexes, triplexes, quadraplexes, townhomes, or garden apartments. Manufactured housing built and installed pursuant to Chapter 15C-1, F.A.C. requirements will be allowed and considered single family homes. For purposes of this RFA, garden apartments mean stand-alone buildings that will comprise the entire proposed Development of 10 units or less. This information will be considered by the Corporation when reviewing and scoring how the proposed access to community based services will assist the intended residents.

Note: An Application may not be for a portion of units in a structure. Further, single family homes, duplexes, triplexes, quadraplexes, townhomes, and/or garden apartments refer to the entire structure. Duplexes, triplexes, quadraplexes, townhomes and/or garden apartments

cannot be split apart and submitted as separate smaller Developments that are part of a larger development. Additionally, a Development cannot be a phase of a larger phased Development.

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

C. Applicant Information

1. The Applicant must provide the Contact Person information in question C.1. of Exhibit A. At a minimum, the name and e-mail address must be provided.
2. The Applicant must provide the Applicant name and **Attachments 2 and 3** as required in question C.2. of Exhibit A. Notes: The site control documents, when submitted, must reflect the Applicant's name. No more than one (1) Application may be submitted by an Applicant entity.
3. The Applicant must be "100 percent non-profit" in order to be eligible for funding under this RFA. For purposes of this RFP, an Applicant will be considered "100 percent non-profit" if (a) the Applicant entity itself is a 'Non-Profit Corporation' as that term is defined in Exhibit C or (b) the Applicant entity itself is not a 'Non-Profit Corporation' but is wholly-owned (i.e., 100 percent owned) by one or more 'Non-Profit Corporations' as that term is defined in Exhibit C.

The Applicant must be the Developer and, as such, must receive 100 percent of the Administrative fee, which is limited to 10 percent of the Development Cost.

D. Operating/Managing Permanent Rental Housing Experience (Up to 10 Points)

The Applicant must describe the approach that will be used to operate and manage the proposed Development. Operations and management functions include maintaining the Development's common space and dwelling units; administering tenant applications, leases, and rents; and conducting asset management and compliance activities, as well as Permanent Rental Housing, including performing operations and management functions specific to the needs of the intended residents described in question B of Exhibit A, and the range of the number of units as stated at question E.5. of Exhibit A. The description must include whether the Applicant and/or another entity will be responsible for the operations and management of the Development and the qualifications and experience of the entity(s). Providing only a list of Permanent Rental Housing Developments and/or units that the Applicant or proposed management entity has managed or currently manages will not be a sufficient description of experience.

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

E. General Development Information

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

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

3. Development Location

The Applicant should state (i) the address number, street name, and name of city and/or (ii) the street name, closest designated intersection, and either name of city or unincorporated area of the county for the proposed Development at question E.3. of Exhibit A, if known. The Development may consist of up to 10 units and may be located on up to 3 Scattered Sites. All Scattered Sites must be located in the same county.

Note: Applicants are encouraged to establish infrastructure, zoning, site plan approval or site control as soon as possible; however, the Corporation will not require that infrastructure, zoning, site plan approval or site control be established for any Development site prior to the Application Deadline. This must be demonstrated by the Applicant with the support of the Technical Assistance Provider during the Predevelopment Phase, as further explained in Part I, A. of Exhibit D. An invitation to enter credit underwriting will not be sent to an Applicant with a preliminary award until site control for all sites has been successfully demonstrated by the Applicant within the allowable timeframe.

4. Development Category:

Applicants must state whether the proposed Development consists of new construction or Acquisition with Rehabilitation.

5. The Applicant must select the range that represents the number of total units that will be in the proposed Development at question E.5. of Exhibit A. The maximum number of units is 10. The Maximum Eligible Funding Award Amount used in the funding selection process is based on the range of units selected.

F. Continuum of Care Requirements

1. The Applicant must be an active member and current provider of publicly-funded services or housing for Homeless households in the county of the proposed Development. Eligible counties (listed below) are those that meet the population requirements and are part of a Local Homeless Assistance Continuum of Care planning and service area. The Applicant should indicate the Continuum of Care at question F.1. of Exhibit A. Note: The Corporation will select no more than one Application per eligible Continuum of Care for funding, as stated in the Funding Selection Process outlined in Section Five, B.

Continuum of Care	County
Alachua	Bradford
	Gilchrist
	Levy
	Putnam
Big Bend	Franklin
	Gadsden
	Jefferson
	Liberty
	Madison
	Taylor
	Wakulla
Charlotte	Charlotte
EscaRosa	Santa Rosa
Highlands	DeSoto
	Glades
	Hardee
	Hendry
	Highlands
	Okeechobee
Mid-Florida	Citrus
	Hernando
	Sumter

Continuum of Care	County
Monroe	Monroe
NE Florida	Clay
	Nassau
NWFL	Bay
	Calhoun
	Gulf
	Holmes
	Jackson
	Washington
Okaloosa-Walton	Okaloosa
	Walton
St. Johns	St. Johns
Suwannee	Columbia
	Hamilton
	Lafayette
	Suwannee
Treasure Coast	Indian River
	Martin
Volusia-Flagler	Flagler

2. Applicants must demonstrate that the proposed Development is intended for a priority Homeless population in the local Homeless Assistance Continuum of Care plan, that they are active members of the eligible Continuum of Care selected and current providers of publicly-funded services or housing for Homeless households in the county of the proposed Development, and that the proposed Development is intended for a priority Homeless population according to the Continuum of Care plan by providing the Applicant Membership and Priority Population Verification by the Governing Board of the Local Homeless Assistance Continuum of Care Jurisdiction form (Form Rev. 07-16) as **Attachment 4**. The form is provided in Exhibit B of this RFA and on the Corporation’s Website <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2016-106/RelatedForms/> (also accessible by clicking [here](#)).

G. Set-Aside Commitments

Applicants shall meet the following commitments:

- a. Required Income Set-Aside Commitments – At least 80 percent of the households must have incomes at or below 60 percent of the Area Median Income (AMI). Income certification of tenants will be required throughout the affordability period.
- b. Required Extremely Low Income (ELI) Commitments – An Applicant with a proposed Development composed of three (3) or more units must commit to a minimum of the

number of ELI units, as specified in (1) below, at the AMI level defining ELI units, as specified in (2) below.

(1) ELI commitments:

Number of Total Units in the Proposed Development	Required Minimum Number of ELI Units
1-2 Units	0 ELI Units
3 - 5 Units	A minimum of 1 ELI Unit
6 – 8 Units	A minimum of 2 ELI Units
9 - 10 Units	A minimum of 3 ELI Units

(2) AMI Level Defining ELI Units

The requirement to set aside units for ELI Households refers to the 2016 ELI Area Median Income (AMI) level for the county where the proposed Development is located, as indicated below. The Corporation will require Applicants to use the Multifamily Programs Income Limits (updated each year) to determine resident eligibility under this funding. The 2016 Income Limit Chart for all areas of the state is provided on the Corporation website at http://www.floridahousing.org/FH-ImageWebDocs/PropertyOwnersAndManagers/IncomeLimits/024-2016%20Income%20Limits/001-2016_Combined_Income_Limits_&_Rent_Limits_by_County_-_FHFC_Rental_Programs_3-28-2016.pdf (also accessible by clicking [here](#)). Income certification of tenants will be required throughout the affordability period.

County	AMI Level Defining ELI Units
Monroe	At or below 25%
Clay, Gadsden, Jefferson, Nassau, Okaloosa, Saint Johns	At or below 33%
Gilchrist, Wakulla	At or below 35%
Bay, Charlotte, Flagler, Hernando, Indian River, Lafayette, Liberty, Martin, Santa Rosa, Sumter, Walton	At or below 40%
Bradford, Citrus, Columbia, Franklin, Hamilton, Holmes, Jackson	At or below 45%
Calhoun, DeSoto, Glades, Gulf, Hardee, Hendry, Highlands, Levy, Madison, Okeechobee, Putnam, Suwannee, Taylor, Washington	At or below 50%

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

If a Development has four (4) units in Monroe County, the Applicant must commit to set aside all four (4) units for households with incomes at or below 60 percent of the AMI (4 multiplied by 0.80, rounded up), and at least one (1) of the units must be set aside for ELI households at 25 percent of the AMI.

3. Compliance Period for all Developments funded through this RFA – Applicants must irrevocably commit to the Homeless demographic commitment, the income and ELI set-aside commitments for a minimum of 15 years. Income certification of residents will be required throughout the Compliance Period. At the conclusion of the Compliance Period, the loan may be forgiven as provided in the terms of the loan in Exhibit E.

H. Required Design and Construction Features

1. Federal Requirements and State Building Code Requirements:

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

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

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

a. All Developments must provide:

- Termite prevention and pest control throughout the entire affordability period;
- Energy Star qualified washing machine and dryer in all units; and
- A full-size range and oven in all units.

All features that are not unit-specific shall be located on each of the Scattered Sites.

b. Green Building Features:

For all Developments, any areas of the Development that are new construction must include the green building features listed below, as appropriate:

- Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint);
- Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
 - Toilets: 1.28 gallons/flush or less;
 - Faucets: 1.5 gallons/minute or less;

- Showerheads: 2.0 gallons/minute or less;
- Energy Star qualified refrigerator;
- Energy Star qualified dishwasher; if provided;
- Energy Star qualified exhaust fans in all bathrooms; and
- Minimum SEER of 15 for air conditioners. Packaged units are allowed in studios and one bedroom units with a minimum of 13.8 EER.

All Developments with the Development Category of Acquisition/Rehabilitation must carry out these items during construction:

- Replace all bathroom exhaust fans with Energy Star qualified fans;
- Install WaterSense qualified aerators on all faucets;
- Install low-flow showerheads (2.0 gallons per minute or less);
- Replace any toilets with gallons per flush higher than 1.28 gpf with WaterSense qualified toilets;
- If any interior painting is done, it must be done with low VOC or no VOC paint;
- If replacing an existing refrigerator, it must be replaced with an Energy Star qualified refrigerator; and
- If replacing an existing dishwasher, it must be replaced with an Energy Star qualified dishwasher.

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

To ensure that all of the features committed to by the Applicant are provided, the Corporation shall require at least four (4) on-site inspections for new construction during the construction phase, and at least one on-site inspection during the rehabilitation phase for developments being Rehabilitated. The Corporation shall determine the number and timing of on-site inspections and who will provide them. An Accessibility Review ordered by the Technical Assistance Provider and performed by an independent third party will serve as the basis for the accessibility features that are required for the scope of work for any proposed Developments with Rehabilitation.

- (1) All Developments must provide all of the accessibility, adaptability, universal design and Visitability features listed below. The costs associated with the items below will be included in the budget and incorporated in the scope of the work to be done.
 - (a) The Development must provide an accessible route that meets the 2010 ADA Standards for Accessible Design. A continuous, unobstructed path throughout the site and the building that connects all the accessible features, elements, and spaces shall be provided;
 - (b) The primary entrance door shall have a threshold with no more than a ½-inch rise;

- (c) Thresholds at doorways of exterior sliding doors shall not exceed ½-inch in height;
- (d) When a secondary exterior door exits onto decks, patios, or balcony surfaces constructed of impervious materials, such as concrete or asphalt, the accessible route may be interrupted. In this case, the outside landing surface may be dropped a maximum of 4 inches below the floor level of the interior of the dwelling unit to prevent water infiltration at door sills, as allowed in the Fair Housing Act Guidelines;
- (e) If the exterior surface is constructed of pervious material, such as a wood deck that will drain adequately, that surface must be maintained to within ½-inch of the interior floor level;
- (f) Primary entrance and all exterior doors shall provide a clear opening of not less than 32 inches;
- (g) All door handles on primary entrance door and interior doors must have lever handles;
- (h) Interior doorways shall provide a clear opening of not less than 32 inches;
- (i) All interior doorways must have flush thresholds;
- (j) Hall widths must be at least 36 inches wide to allow a person in a wheelchair to make a 90 degree turn into or out of a 32" door opening;
- (k) Lever handles on all bathroom faucets and kitchen sink faucets;
- (l) Mid-point on light switches and thermostats shall not be more than 48 inches above finished floor level; and
- (m) If the proposed Development consists of at least five (5) total units:
 - (i) At least one (1) unit shall be fully accessible in accordance with the 2010 ADA Standards for Accessible Design. Fully accessible units shall provide mobility features that comply with the Residential Dwelling Units provision of the 2010 ADA Standards for Accessible Design;

AND

- (ii) At least one (1) unit shall be accessible to persons with visual and hearing impairments in accordance with the

2010 ADA Standards for Accessible Design. The unit that is accessible to persons with visual and hearing impairments shall comply with the communication features described for Residential Dwelling Units with Communication Features in the 2010 ADA Standards for Accessible Design. The 2010 ADA Standard for Accessible Design can be found at <http://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.htm> (also accessible by clicking [here](#)).

(2) In addition to all accessibility, adaptability, universal design and Visitability features listed in (1) above, if the proposed Development will to serve residents with a physical disability as described at question B of Exhibit A, including those with mobility impairments, the following mobility features must be included:

- At least one bathroom with the following features (See 2010 ADA Standards for Accessible Design, Sections 809.2-809.4 for specifications for each of these features):
 - A clear floor space beyond the arc of the bathroom door swing. Door shall be permitted to swing into the clear floor space or clearance required for any fixture.
 - Clear floor space around toilet, sink, and tub/shower combination;
 - Grab bars at tub/shower; and
 - One of the following:
 - Roll-in shower;
 - Shower with a transfer seat; or
 - Bathtub with a seat, either a permanent seat or a removable in-tub seat.
- Bathroom doorway with a clear opening of not less than 32 inches;
- Primary entrance doorway with a clear opening not less than 32 inches;
- Primary entrance door must have threshold with no more than a ½-inch rise;
- An accessible route that connects all spaces and elements that are part of the residential dwelling unit; and
- All doorways to bedrooms and common space rooms must have clear opening not less than 32 inches.

I. Community-Based Services and Resources:

The ability of the formerly Homeless residents at the proposed Development to effectively and efficiently access community-based services and resources is vital to assist these households in obtaining and maintaining the level of stability and self-sufficiency in their community. As specified in each section below, provide a description of the Applicant's plan to provide access to general community services and resources, as well as specific supportive services and

resources that address the needs of the intended residents described in question B. of Exhibit A. Equitable access to community-based services and resources must be a consideration when proposing Scattered Site units, and Applicants are expected to describe how each unit in a proposed Scattered Site Development will have access to community-based services and resources. In addition to the specific criteria for each section below, Applicant responses to these items will be evaluated based on the following criteria: (i) a description of the services and resources as provided in the Applicant's descriptions below; (ii) a description of the partners, roles of each, and capacity of the partners that will provide or facilitate access to these services and resources; (iii) a description of the public and/or private transportation options that will be available to residents of the proposed Development to ensure access to the described general services and resources, including the modes, options and availability of transportation for residents to get to and from these resources; and (iv) a description of how the Applicant believes that the access outlined in (i), (ii) and (iii) above will lead to improvement of tenants' health, safety, stability, education and employment capacities, quality of life, and ability to successfully live in the community.

Applicants may be awarded points for providing the following information outlined in 1. and/or 2. below:

1. Access to Groceries, Education, Household Shopping, and Employment for Residents (Up to 10 Points)

Describe the community-based general services and resources that will be accessible to tenants, such as shopping for groceries, medicine, clothing, and other household and personal items. Include other services and amenities such as public schools, higher education, training and employment opportunities that are appropriate for the intended tenants. The description should include the Development's physical proximity to services and resources, the variety of these services and resources, and how the resident would access these, whether through public transportation and/or private transportation provided by the proposed Development or Continuum of Care. The description should also include any community-based supportive services that may assist the intended tenant, as needed, to access the described general services.

The Applicant's description is limited to no more than three (3) typed pages within the text box at question I.1. of Exhibit A. Note: Although the online Application system allows for more than three (3) pages, any portion of the description that is beyond three (3) pages will not be considered.

The Applicant may provide, as **Attachment 5** to Exhibit A, up to three (3) additional pages of appropriate exhibits, not created by the Applicant, to supplement the description(s) included in Exhibit A.

2. Resident Community-Based Services Coordination and Relevant Community Partnerships (Up to 25 Points)

The Applicant must describe its planned approach to assist households to access and utilize community-based resources and services to facilitate the intended residents' optimal stability and self-sufficiency. For scoring purposes, the description should demonstrate a comprehensive approach that is specific to each of the intended

residents described in question B. of Exhibit A. The approach must adhere to the Housing First principles, and consist of partnerships with local Homeless Assistance Continuum of Care and other relevant linkages with services providers. The description should include how residents will be assisted to access appropriate physical health, behavioral health and wellness, and self-sufficiency services and activities that can lead to stable and integrated lives in their community. The description should include the Development's physical proximity to health care and supportive services, and/or which services/programs will be provided on-site. The description should include all key supportive services and programs that will be provided directly through the Applicant, community partnership or other providers to assist these residents, and the benefits of offering these services/programs.

The Applicant's description is limited to no more than three (3) typed pages within the text box at question I.2. of Exhibit A. Note: Although the online Application system allows for more than three (3) pages, any portion of the description that is beyond three (3) pages will not be considered.

The Applicant may provide, as **Attachment 6** to Exhibit A, up to three (3) additional pages of appropriate exhibits, not created by the Applicant, to supplement the description(s) included in Exhibit A.

J. Tenant Selection for Homeless Individuals and Families (Up to 25 Points)

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

1. Applicants must demonstrate in the Application that they will serve Homeless households that have been determined by the Local Homeless Assistance Continuum of Care as a priority Homeless population in the proposed Development's community. Intended residents shall be identified through the local Continuum of Care coordinated intake and assessment process.
 - a. Describe the system that will be used for tenant screening and selection. State whether the tenant selection plan includes criteria other than "first come/first serve" such as duration/chronicity of homelessness, vulnerability, or high utilization of crisis services (examples only). If additional criteria will be used, describe them and how they will be applied. Identify any community organizations or agencies that the Applicant will work with to establish and manage a system of referring persons served by these entities to the Development for tenancy, including any direct referral linkages and relationships between the proposed Development and community crisis response systems such as street outreach, drop-in centers, or emergency shelters, as appropriate. If the community in which the proposed Development is located uses a coordinated assessment system that matches vulnerable people with appropriate housing and services, describe the Development's role in that community system.

- b. Specify how prospective residents will be identified and prioritized for the proposed Development. State whether there will be a waiting list and, if so, the procedures for selecting tenants from the waiting list. Describe how the waiting list will be maintained. The residents' homeless status and homeless assistance must be tracked in the local Continuum of Care's Homeless Information and Management System (HMIS).
2. State the criteria for eligibility to live at the proposed Development, including income qualifications, and the method by which the eligibility requirements will be communicated to the prospective tenant. Applicants must agree and adhere to the Housing First Principles in their tenant selection policies and procedures as well as through operations and management of the proposed Development.
 - a. Describe the information requested in the application for tenancy, including the amount of any application fees, and whether support or assistance is provided to prospective tenants in completing the application. List the supporting documentation needed to apply for tenancy, and how this is communicated to the prospective tenant.
 - b. Indicate how the proposed Development's property management policies address issues that may impede access to housing and describe any other related Best Practices that will be used in implementation of tenant selection policies and procedures.

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

The Applicant may provide, as **Attachment 7** to Exhibit A, up to three (3) additional pages of appropriate exhibits, not created by the Applicant, to supplement the description(s) included in Exhibit A.

The Technical Assistance Provider will assist the Applicant in developing and implementing a plan for tenant outreach, marketing, referral and selection as approved by the Corporation prior to closing of the funding, as outlined in Part I of Exhibit D of the RFA.

K. Funding Available for the proposed Development

1. Non-Corporation Funding

To achieve the Qualifying Financial Assistance Preference, the Applicant must state the amount of cash loans, cash grants and/or cash on hand ("Cash Funding") from non-Corporation sources (all of which for purposes of this provision will be considered to be "Qualifying Financial Assistance"). Cash Funding must be listed at question K.1. of Exhibit A, and may include pending, approved, and received funding. To qualify for the funding preference as described in Section Five, A.1., the Cash Funding stated in question K.1. of Exhibit A must equal or exceed the following minimum amounts:

Number of Units in Range	Minimum Amount of Cash Funding Required to Qualify for the Qualifying Financial Assistance Preference
1 – 4 units	\$5,000
5 – 10 units	\$10,000

Note: Although in-kind donations, donations of property or other assets, waivers of any fees, and any funding from the Corporation can be used towards the construction or rehabilitation of the proposed Development, these are not considered Qualifying Financial Assistance. Additionally, if the Applicant qualifies for this preference and is awarded funding under this RFA, the Applicant must provide and maintain the Minimum Amount of Cash Funding Required to Qualify for the Qualifying Financial Assistance Preference within the permanent sources of financing or the award will be withdrawn.

2. Corporation Funding

Determining the Maximum Eligible Funding Award Amount – Applications will initially be selected for funding using the Maximum Eligible Funding Award Amount which is based on the unit range selected by the Applicant at question E.5. of Exhibit A. The Maximum Eligible Funding Award Amount awarded to Applicants that state that the Development will consist of four (4) or less units will be \$600,000. The Maximum Eligible Funding Award Amount awarded to Applicants that state that the Development will consist of five (5) or more units (up to 10 units) will be \$750,000.

The Maximum Eligible Funding Award Amount will be the amount of funding used for the Funding Selection Process; however, the amount awarded of award may be less than the Maximum Eligible Funding Award Amount. The total award will be separated into two (2) loans: Preconstruction Loan Funding of \$40,000 and Construction Loan Funding as further described in Section Four, L below. The Preconstruction Loan of \$40,000 is expected to cover all Applicant costs associated with the Predevelopment Phase, including the Technical Assistance Provider fee, and the credit underwriting fee. It will be closed on after Board's decision to select the Applicant(s) for funding has become final action. The Construction Loan and will be closed on after the credit underwriting report is approved by the Board.

L. Overview of the Predevelopment Phase and Credit Underwriting Process

1. Predevelopment Phase

After the Board's decision to select the Applicant(s) for funding has become final action and the Board approves the Preliminary Loan Commitment for the Preconstruction Loan, the Applicant will close on the Preconstruction Loan of \$40,000 and a Technical Assistance Provider will be assigned to each awarded Applicant. Participation with the Technical Assistance Provider is required of all Applicants. However, the amount of required assistance may vary based on the Development and property management experience of the Applicant. Within six (6) months of the Board's decision to select the Applicant(s) for funding has become final action:

- a. The Technical Assistance Provider will submit a recommendation to the Corporation for approval of a Development Plan which will consist of a scope of work with a proposed budget which will include:
 - (1) A proposed listing of sources and uses for construction
 - (2) The number of units to be constructed/rehabilitated; and
 - (3) A description of the type of construction, rehabilitation plans or other information related to the development of units.
- b. The Technical Assistance Provider will assist Applicants with the attainment of site control, infrastructure, zoning and site plan approval for all proposed sites for the Corporation's confirmation;
- c. The Technical Assistance Provider will verify that bids for a General Contractor/contractor(s) have been received;
- d. If the Development Category is new construction, the Technical Assistance Provider will assist Applicants with obtaining sufficient Plans and Specs commensurate with the Development's scope; and
- e. If the Development Category is Acquisition/Rehabilitation, the Technical Assistance Provider will obtain a physical needs assessment (PNA) and Accessibility Review.
- f. The Technical Assistance Provider will submit a recommendation to the Corporation for approval of the Applicant's property management plan which will include:
 - (1) A process for outreach and marketing to potential residents;
 - (2) An income qualification process;
 - (3) Ongoing resident programs management;
 - (4) Plan for maintenance of property; and
 - (5) Plan on how scattered sites will be managed (if applicable).

The property management plan shall adhere to guidelines provided by the Corporation.
- g. The Technical Assistance Provider will submit a recommendation to the Corporation for approval of documentation for draws for predevelopment activities, Technical Assistance Provider fee, and, once invited into credit underwriting, the credit underwriting fee.

2. Credit Underwriting Process

Once the Development Plan from the Technical Assistance Provider is received and acceptable to Corporation staff, the Applicant will be assigned to a Credit Underwriter. The Credit Underwriter assigned will be responsible for coordinating with the Applicant on completion of Development based on the Development Plan (including cost of construction) to complete the credit underwriting report. All costs associated with all work, funding available to the proposed Development, and the results of all inspections will be considered by the Credit Underwriter.

M. Fees and other Soft Cost Expenses

1. Predevelopment Phase Fees and Expenses

a. The Technical Assistance Provider will assist the Applicant in obtaining the following inspections. The results will be used by the Applicant and the Technical Assistance Provider in creating the Development Plan:

(1) The following costs are considered predevelopment costs for Developments consisting of Rehabilitation:

- (a) An on-site physical needs assessment (PNA) from an independent third party that will serve as the basis for the scope of work for the project. This PNA may be carried out by a third party experienced in traditional multifamily PNAs, or may be done by a contractor or other third party chosen by the Technical Assistance Provider who has the expertise and capacity to carry out a detailed evaluation of a single family or small multifamily property, or may be a combination of several types of inspections. This inspection(s) may be combined with those listed below, provided the inspector(s) has the requisite certification and licensing;
- (b) Blower door test conducted by a certified Home Energy Rater on the building to test for air infiltration. The Rater must test before and at the end of construction work. Raters must be trained by Florida Solar Energy Center, RESNET or the Building Performance Institute. As part of the test, the Rater must identify all leaks, cracks and penetrations in the building envelope. All leaks, cracks and penetrations identified in the building envelope must be included as part of the scope of work;
- (c) HVAC equipment inspection performed by a licensed HVAC contractor. All leaks and joints in ductwork must be sealed with mastic. If HVAC equipment is being replaced, it must have a minimum SEER of 15. If any part of HVAC equipment is part of the rehabilitation, the HVAC servicing related to proper sizing and duct sealing must meet the same building code standards

as are required for new construction. All HVAC replacements or rehabilitation identified in the inspection must be included in the final scope of work;

- (d) Accessibility review - The Applicant will be required to provide a floor plan and electronic photos for this review;
- (e) A cost analysis based on these inspections, which may be part of or separate from the above inspections. This will serve as or provide the background needed for the final scope of work.

- (2) The following cost is considered a predevelopment cost for proposed Developments that consist entirely of New Construction:

A plan and cost review (desk review), ordered by the Technical Assistance Provider from an independent third party, including a cost analysis that will serve as the basis for a check on the proposed scope of work for the project. The review will be required to evaluate the feasibility of the required features in Section Four, H. of the RFA, including construction, green building, accessibility, universal design and Visitability requirements and all additional items; and

- b. The following fees are estimates for planning purposes:

- (1) Estimated cost for an appraisal of an unincorporated property being purchased is \$600;
- (2) Estimated cost for an appraisal is \$1,000;
- (3) Estimated cost for a Transaction Screen Process (ASTM Standard E 1528) is \$1,000;
- (4) Estimated costs to test for lead-based paint and asbestos is \$2,200;
- (5) Estimated costs for property title report (Ownership and Encumbrance Report) is \$250;
- (6) Cost for the recording fees for the closing is \$250;
- (7) Estimated cost for the boundary survey is \$1,000; and
- (8) Additional expenses related to the proposed Development such as: site acquisition*, market and feasibility analysis; local government approval processes; title search; legal fees, except those associated with application preparation and submissions; boundary survey; Development consultant fees; customary, good faith or earnest money deposit for the acquisition of the Development site; commitment fees to secure construction or permanent financing; biological and environmental assessments; soil tests; appraisals; marketing expenses;

permitting/impact fees; architectural/engineering fees; insurance fees; connection fees; capital needs assessment; and other fees as approved by the Corporation.

*Any acquisition costs incurred earlier than 12 months prior to Application Deadline will not be allowed as part of Total Development Costs nor will the value of the subject property be allowed. The maximum cost permitted will be the lesser of the actual allowed cost of acquisition, or the appraised value of the land without improvements, as determined during credit underwriting. To document the cost of the property acquisition, the Technical Assistance Provider shall review the purchase contract, the closing settlement statement, and any other appropriate documentation indicating the cost. To document the appraised value of the property, the Technical Assistance Provider shall order and review an appraisal during the credit underwriting process. If an entity related to the Applicant is selling or has sold the property to the Applicant, the allowed cost of acquisition shall be the lesser of the Applicant's acquisition costs or the actual cost of acquisition incurred by the related entity in so far as the related entity's acquisition costs were incurred no earlier than 12 months prior to Application Deadline, in which case no acquisition costs will be allowed. Costs related to the value of in-kind donations of labor and/or materials will not be recognized during the Predevelopment Phase or credit underwriting process although they can be used to help reduce costs in the construction or rehabilitation of the proposed Development.

c. Credit Underwriting fees:

- (1) \$12,995, which must be paid with the acceptance to enter credit underwriting.
- (2) Re-underwriting fee: \$170 per hour, not to exceed \$7,536.

Any Development requiring further analysis by the Credit Underwriter pursuant to Exhibit D of the RFA, will be subject to a fee based on an hourly rate determined pursuant to contract between the Corporation and the Credit Underwriter. All credit underwriting fees shall be paid by the Applicant prior to the performance of the analysis by the Credit Underwriter.

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

d. Technical Assistance Provider fee:

- (1) \$1600 for the initial visit
- (2) \$150 per hour, as approved by the Corporation

2. Construction Phase Fees

Construction Loan Funding must close within six (6) months of the firm loan commitment as outlined in Part I of Exhibit D, and can be used for the hard costs associated with construction or Rehabilitation of the Development or the following fees:

- a. Construction Inspection Fee: estimated to be \$668 for each site inspection and up to an additional \$170 per hour to process each draw by the Credit Underwriter. These fees will be due for each draw processed. When the scope of the development is rehabilitation, fees related to up to two (2) draws are eligible for reimbursement from the funding. When the scope of the development is new construction, fees related to up to four (4) draws are eligible for reimbursement from the funding;
- b. Commitment Fee: 1.0% of the amount of the final award, up to a maximum of \$2,000; and
- c. Compliance Monitoring Fees: \$100 per year for 15 years (the affordability period). Additional fees may be required if site visits and follow up reviews are necessary.

3. Non-reimbursable fees that may be necessary. These fees would be paid for Applicant.

The following fees are not eligible to be paid directly or reimbursed to the Applicant from the funding:

- a. Credit Underwriting Report Approval Deadline Extension Fee of \$250, if required, as further explained in Part I, Item B.3. of Exhibit D;
- b. Closing Extension Fee of \$250, if required, as further explained in Part I, Item B.4. of Exhibit D;
- c. Certificate of Occupancy receipt Extension Fee of \$250, as further explained in Part I, Item B. 5 of Exhibit D; and
- d. Assumption/Renegotiation Fees:

If the Applicant is requesting a sale and/or transfer and assumption of the Development, the Borrower shall submit to the Corporation a non-refundable assumption fee of one-tenth of one percent of the loan amount.

4. Sources of funding must equal or exceed expenses. However, if any funding shortfalls are discovered during the Predevelopment Phase or credit underwriting process, the Applicant will be required to demonstrate that it has secured adequate sources of funding to pay for all Development expenses. Sources of funding related to the value of in-kind donations of labor and/or materials will not be recognized during the Predevelopment Phase or credit underwriting process although they can be used to help reduce costs in the construction or rehabilitation of the proposed Development.

5. The Applicant must be the Developer and, as such, must receive 100 percent of the Administrative fee, which is limited to 10 percent of the Development Cost.

**SECTION FIVE
SCORING AND SELECTION PROCESS**

The following is a summary of the Mandatory and Point Items:

Mandatory Items
Submission Requirements Met
Demographic Commitment description provided
Contact information provided
Name of Applicant provided
Evidence Applicant is a legally formed entity qualified to do business in Florida provided
Evidence that the Applicant is a private "100 percent non-profit" organization provided
Confirmation that Applicant entity is either a Non-Profit Corporation or is wholly-owned (i.e., 100 percent owned) by one or more Non-Profit Corporations provided
If the Applicant is wholly-owned (i.e., 100 percent owned) by one or more Non-Profit Corporations, the name(s) of the Non-Profit Corporation(s) provided
Name of Proposed Development provided
County where the proposed Development is or will be located provided
Development Category provided
Unit range provided
Applicant Membership and Priority Population Verification by the Governing Board of the Local Homeless Assistance Continuum of Care Jurisdiction form (Form Rev. 07-16) provided
Minimum of 50 points achieved

Items for which Points May Be Awarded	Maximum Points
Operating/Managing Permanent Rental Housing Experience	10
Access to Community-Based Services and Amenities:	--
Groceries, education, household shopping, employment	10
Resident Community-Based Services Coordination and Relevant Community Partnerships	25
Tenant Selection for Homeless Individuals and Families	25
Total Possible Points:	70

- A. **Sorting Order** - All Applications may receive points up to the maximum outlined above. Applications that received at least 50 points and met all other Mandatory Items ("eligible Applications") will first be sorted by score (from the highest score to lowest score with a preference to select the Applicant with the highest score over one with a lower score). In the event that multiple Applications receive the same number of points, tie-breakers will be used in the following order to determine how these Applications are sorted in the funding selection process:

1. Qualifying Financial Assistance Preference – Applicants that can demonstrate use of cash loans, cash grants and/or cash on hand (“Cash Funding”) from 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 or exceed the Minimum Amount of Cash Funding Required to Qualify for the Qualifying Financial Assistance Preference stated in Section Four, K.1. of the RFA.
2. Florida Job Creation Preference - Section 420.507, F.S., requires that all of the Corporation’s competitive programs include a preference for Applications that demonstrate the highest rate of Florida job creation in the development and construction of affordable housing.

To determine eligibility for the preference, the Corporation will calculate each Application’s Florida Job Creation score, which will reflect the number of Florida jobs per \$1 million of the Maximum Eligible Funding Award Amount.

Applications must have a Florida Job Creation score equal to or greater than 14 to qualify for the Florida Job Creation Ranking Preference.

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

- (1)
$$\frac{\text{The largest number of units within the selected unit range} \times 2.141 \text{ Florida Jobs per unit} \times \$1,000,000}{\text{Maximum Eligible Funding Award Amount}} = \text{Florida Jobs per } \$1 \text{ million in funding.}$$

For example:

Application A selected to deliver a Development consisting of 1 – 4 new construction units and the Maximum Eligible Funding Award Amount is \$600,000.

$$4 \times 2.141 \times 1,000,000 / 600,000 = \text{Florida Job Creation score of 14.27.}$$

- b. In the above example, Application A will qualify for the Job Creation Preference because it has a Florida Job Creation score that is equal to or more than 14.
3. Lottery – if the tie-breakers above do not break all ties, then the Application that received the lowest lottery number will receive preference.

B. Funding Selection

1. Total Funding Available: \$5,000,000

2. Funding Tests:
 - a. 100% Funding Test - The 100% Funding Test means that Applications will be selected for funding only if there is enough funding available to fully fund the Maximum Eligible Funding Award Amount.
 - b. 90% Funding Test - The 90% Funding Test means that Applications will be selected for funding only if there is enough funding available to fund at least 90% of the Maximum Eligible Funding Award Amount.
3. Sorting Order: All eligible Applications will be sorted from highest score to lowest score, applying tie-breakers in the order described in Section Five, A. above.
4. Selection Process: The first Application selected for funding will be the highest scoring eligible Application. After the first Application is selected for funding, the next highest scoring eligible Application(s) will be selected for funding, provided the Application (i) can meet the 100% Funding Test; and (ii) is located in a Continuum of Care in which no other Applications have already been selected for funding.

If none of the eligible unfunded Applications that are located in a Continuum of Care in which no other Applications have already been selected for funding meet the 100% Funding Test, then the remaining funding will be awarded to the highest scoring eligible unfunded Application(s) provided the Application (i) can meet the 90% Funding Test; and (ii) is located in a Continuum of Care in which no other Applications have already been selected for funding.

If none of the unfunded eligible Applications that are located in a Continuum of Care in which no other Applications have already been selected for funding meet the 90% Funding Test, no further Applications will be considered for funding. All remaining eligible Applications will be listed in the order they were ranked as approved by the Board, ("Ranked Waiting List"). Funding that becomes available after the Board takes action on the Committee's recommendation(s), due to a reduction in the total award, an Applicant withdrawing, an Applicant declining its invitation to enter credit underwriting or the Applicant's inability to satisfy a requirement outlined in this RFA, and/or provisions outlined in Exhibit D will be considered "Returned Funding". If Returned Funding is able to be offered to Applications on the Ranked Waiting List, the Returned Funding will be distributed to Applications on the Ranked Waiting List located in a Continuum of Care in which no other Applications have already been selected for funding, subject to the 90% Funding Test, until the earlier of the following occurs: (i) the next competitive solicitation process for housing of this type is issued; or (ii) one year from the date that the Board's decision to select the Applicant(s) for funding has become final action. Any funding that remains unallocated at that time will be reallocated to the Corporation's Demonstration Funding.

SECTION SIX AWARD PROCESS

- A. The Corporation's Executive Director will appoint a staff review Committee. Each member of the review Committee will be assigned a certain part or parts of each Application to review and

score, consulting with non-committee Corporation staff and legal counsel as necessary and appropriate.

- B. The Committee shall conduct at least one public meeting during which the Committee members may discuss their evaluations, select Applicants to be considered for award, and make any scoring adjustments deemed necessary to best serve the interests of the Corporation's mission. The Committee will list the Applications deemed eligible for funding in order from highest total score to lowest total score, applying the tie-breaker criteria, and the funding selection criteria outlined in Section Five above, and then develop a recommendation or series of recommendations to the Board.
- C. The Board may use the Applications, the Committee's scoring, any other information or recommendation provided by the Committee or staff, and any other information the Board deems relevant in its selection of Applicants to award funding.
- D. After the Board approves preliminary awards, the Corporation shall provide notice of its decision, or intended decision, for this RFA on the Corporation's Website the day of the applicable Board vote. After posting, an unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., et. al. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., et. al., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.
- E. After issuance by the Board of all final orders regarding this RFA, each approved Application will receive a Preliminary Loan Commitment to enter the Predevelopment Phase, as further described in Part I, A. of Exhibit D.
- F. After the Predevelopment Phase is complete, each approved Application will be invited to enter credit underwriting.
- G. Upon acceptance of the invitation to enter credit underwriting, the Applicant will be assigned to a Credit Underwriter. The credit underwriting process is explained in Part II, of Exhibit D.
- H. The recommendation of the Credit Underwriter will be submitted to the Corporation's Board for approval. Once the report has been approved, closing on the loan funding will take place.

Exhibit A to RFA 2016-106- Application

The Applicant must provide a completed Application (Exhibit A), along with all applicable attachments thereto, including the Applicant Certification and Acknowledgement. **The Applicant should read Section Four of this RFA to find additional guidance in answering questions.**

A. Applicant Certification and Acknowledgement

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

B. Homeless Demographic Commitment

As further explained in Section Four B., provide a description of the Homeless subpopulation(s) residing within the county, and if the Development's location has been determined, the area surrounding the proposed Development, and whether the proposed Development will be serving residents with a physical disability, including those with mobility impairments. The Applicant should also describe how the funding would be used to provide housing and services for this subpopulation(s). The Applicant's description(s) is limited to no more than three (3) typed pages within the text box below.

[Click here to enter text.](#)

C. Applicant Information

1. Provide the Contact Person information requested below:

First Name: [Click here to enter text.](#)
 Middle Initial: [Click here to enter text.](#)
 Last Name: [Click here to enter text.](#)
 Street Address: [Click here to enter text.](#)
 City: [Click here to enter text.](#)
 State: [Click here to enter text.](#)
 Zip: [Click here to enter text.](#)
 Telephone: [Click here to enter text.](#)
 Facsimile: [Click here to enter text.](#)
 E-Mail Address: [Click here to enter text.](#)

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

2. Applicant

a. Provide the Applicant entity's name:

[Click here to enter text.](#)

Notes: The site control documents, when submitted, must reflect the Applicant's name. No more than one (1) Application may be submitted by an Applicant entity.

- b. The Applicant must be "100 percent non-profit" as defined in Exhibit C in order to be eligible for funding under this RFA. Provide the IRS determination letter demonstrating that the Applicant (if the Applicant itself is a Non-Profit Corporation) or (ii) that each Non-Profit Corporation that owns the Applicant (if the Applicant itself is not a Non-Profit Corporation) has been designated a non-profit organization under 501(c)(3) or 501(c)(4) of the Internal Revenue Code as **Attachment 2**.
 - c. Provide evidence that the Applicant is a legally formed entity qualified to do business in Florida as of the Application Deadline as **Attachment 3**.
3. Indicate which of the following applies to the Applicant named above:
- The Applicant entity itself is a Non-Profit Corporation.
 - The Applicant entity itself is not a Non-Profit Corporation but is wholly-owned (i.e., 100 percent owned) by one or more Non-Profit Corporations. If selected, provide the name(s) of the Non-Profit Corporation(s):

[Click here to enter text.](#)

D. Operating/Managing Permanent Rental Housing Experience (Up to 10 Points)

As further explained in Section Four, D., describe the approach that will be used to operate and manage the proposed Development. Providing only a list of Permanent Rental Housing Developments and/or units will not be a sufficient description of experience for any Applicant or the management company. The Applicant's description(s) is limited to no more than three (3) typed pages within the text box below.

[Click here to enter text.](#)

E. General Development Information

1. State the name of the proposed Development:

[Click here to enter text.](#)

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

[Choose a county.](#)

3. Development Location:

The Applicant should state (i) the address number, street name, and name of city and/or (ii) the street name, closest designated intersection, and either name of city or

unincorporated area of county for the proposed Development in the space provided, if known.

[Click here to enter text.](#)

4. All Applicants must select the Development Category of the proposed Development:

Select one (1) of the options below.

- New construction; or
- Acquisition with Rehabilitation.

5. The Applicant must select the range that represents the number of total units that will be in the proposed Development. The range selected will be used for calculating the Maximum Eligible Funding Award Amount.

- 1 – 4 units; or
- 5 – 10 units.

F. Continuum of Care Requirements

1. The Applicant should select the eligible Continuum of Care in which it is an active member and current provider of publicly-funded services or housing for Homeless households.

[Choose the Continuum of Care](#)

2. Provide the Applicant Membership and Priority Population Verification by the Governing Board of the Local Homeless Assistance Continuum of Care Jurisdiction form (Form Rev. 07-16) as **Attachment 4**.

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

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

I. Community-Based Services and Resources:

1. Access to Groceries, Education, Household Shopping, and Employment for Residents (Up to 10 Points)

As further explained in Section Four, I.1., describe the general community-based services and resources that will be accessible to residents, such as shopping for groceries, medicine, clothing, and other household and personal items, and how the resident would access these, whether through public transportation and/or transportation provided by the proposed Development or Continuum of Care.

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

[Click here to enter text.](#)

2. Resident Community-Based Services Coordination and Relevant Community Partnerships (Up to 25 Points)

As further explained in Section Four, I.2., describe the planned approach to assist households to access and utilize community-based resources and services to facilitate the intended residents' optimal stability and self-sufficiency. For scoring purposes, the description should demonstrate a comprehensive approach that is specific to each of the intended residents described in question B above.

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

[Click here to enter text.](#)

J. Tenant Selection for Homeless Individuals and Families (Up to 25 points)

As further explained in Section Four, J., describe tenant selection activities, beyond those required in the Fair Housing Act as implemented by 24 CFR Part 100, that will be conducted initially and on a continuing basis at the proposed Development.

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

[Click here to enter text.](#)

K. Funding

1. To qualify for the Qualifying Financing Assistance Preference, the Applicant must state the amount of cash loans, cash grants and/or cash on hand ("Cash Funding") from non-Corporation sources (e.g., "Qualifying Financial Assistance"):

- a. The Applicant has received* the following amount to be used as a source of funding for the proposed Development \$[Click here to enter text.](#)
- b. The following amount is an approved* source to be used as a source of funding for the proposed Development \$[Click here to enter text.](#)

- c. The following amount is a pending* source to be used as a source of funding for the proposed Development [\\$Click here to enter text.](#)
- d. The total amount of Cash Funding is [\\$Click here to enter text.](#)
(a. + b. + c.)

If the amount in d. is equal to or greater than the Minimum Amount of Cash Funding Required to Qualify for the Qualifying Financial Assistance Preference stated in Section Four, K.1. of the RFA, the Applicant will receive preference in the funding selection process.

*Received Cash Funding represents funding that the Applicant has collected and either deposited or used to pay for acquisition pursuant to Section Four, M.1.b. of the RFA. Approved Cash Funding represents funding that the provider of the funds has committed or agreed to provide, but the Applicant has not yet received. Pending Cash Funding represents all sources of funding the Applicant believes will be obtained, but which have not yet been committed to the Applicant. If the Applicant is awarded funding in this RFA, all sources of funding must be in the form of cash received, cash spent on approved Development Costs and/or land acquisition, and/or firm commitments from a funds provider that has demonstrated the capacity to fund by the time the credit underwriting report is finalized.

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

Exhibit B – Required Forms

The following forms are available at <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2016-106/RelatedForms/> (also accessible by clicking [here](#)).

1. **Applicant Certification and Acknowledgement Form** must be provided as outlined in Section Three A., and Section Four A.1. of the RFA.
2. **Applicant Membership and Priority Population Verification by the Governing Board of the Local Homeless Assistance Continuum of Care Jurisdiction form** must be provided as outlined in Section Four, F.2. of the RFA.

Applicant Certification and Acknowledgement

1. The Applicant certifies that the proposed Development can be completed and operating within the development schedule and budget submitted to the Corporation.
2. The Applicant acknowledges and certifies that the information outlined in Part I of Exhibit D will be provided by the stated due dates outlined, or as otherwise outlined in the invitation to enter credit underwriting. Failure to provide the required information by the stated deadline shall result in the withdrawal of the award of funding.
3. By submitting this RFA, the Applicant acknowledges and certifies that:
 - a. All requirements of the RFA and commitments made by the Applicant will be provided for the proposed Development and its residents;
 - b. The proposed Development will meet all state building codes, including the 2012 Florida Accessibility Code for Building Construction, adopted pursuant to Section 553.503, F.S., the Fair Housing Act as implemented by 24 CFR Part 100, and the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, incorporating the most recent amendments, regulations and rules;
 - c. Applicants must commit to provide no less than 80 percent of the total units in the proposed Development to Homeless households as Permanent Rental Housing for a total of 15 years;
 - d. Changes to the Applicant entity:

For purposes of the following, a material change shall mean 33.3 percent or more of the Applicant, and a non-material change shall mean less than 33.3 percent of the Applicant.

The Applicant entity shall be the borrowing entity for the loan and cannot be changed in any way until after the loan closing. After loan closing, (1) any material change will require review and approval of the Credit Underwriter, as well as approval of the Board prior to the change, and (2) any non-material change will require review and approval of the Corporation, as well as approval of the Board prior to the change. Changes to the Applicant entity prior to the loan closing or without Board approval after the loan closing shall result in disqualification from receiving funding and shall be deemed a material misrepresentation;
 - e. The Applicant must be the Developer and, as such, must receive 100 percent of the Administrative fee, which is limited to 10 percent of the Development Cost;
 - f. The residents' homeless status and homeless assistance shall be tracked in the local Continuum of Care's Homeless Information and Management System (HMIS);
 - h. Applicants must agree to and adhere to the Housing First Principles in their tenant selection policies and procedures as well as through operations and management of the proposed Development;

- i. The Applicant acknowledges that any funding preliminarily secured by the Applicant is conditioned upon any independent review, analysis, and verification that may be conducted by the Corporation of all information contained in the Application and/or subsequently provided, the successful completion of credit underwriting, and all necessary approvals by the Board of Directors, Corporation or other legal counsel, the Credit Underwriter, and Corporation Staff;
- j. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees requested or required by the Corporation, the assigned Technical Assistance Provider or the Credit Underwriter;
- k. All awardees must provide a properly completed and executed Accessibility form at the end of construction certifying that the completed Development includes the applicable accessibility, adaptability, Visitability and universal design features required by the Corporation and proposed by the Applicant;
- l. As a condition of the acceptance of funding, all awardees will be required to cooperate with the Corporation or any contractors affiliated with the Corporation in the evaluation of the effectiveness of Permanent Rental Housing provided through this RFA. The Corporation is interested in collecting evidence to demonstrate the extent to which these Developments meet expected outcomes;
- m. All awardees may be subject to compliance monitoring visits during the affordability period;
- n. 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;
- o. When eliciting information from third parties required by this RFA and/or included in this Application, the Applicant has provided such parties' information that accurately describes the Development. The Applicant has reviewed the third party information included in this Application and, to the best of the Applicant's knowledge, the information provided by any such party is based upon, and is accurate with respect to, the Development as proposed in this Application;
- p. The Applicant's commitments will be included in the Restrictive Covenant and Loan Agreement and must be maintained in order for the Development to remain in compliance, unless the Board approves a change;
- q. No more than one (1) Application from an Applicant entity can be submitted. The Applicant understands that if more than one (1) Application is submitted by an Applicant entity, all Applications submitted by the Applicant entity will be considered withdrawn, even if the Application(s) had been selected for funding and has entered into credit underwriting;

- r. If the Applicant commits to the unit range of one (1) to four (4) units at question E.5. of Exhibit A, but the final proposed Development consists of five (5) or more units, the Maximum award amount will remain at \$600,000. If the Applicant commits to the unit range of five (5) to 10 units at question E.5. of Exhibit A, but the final proposed Development consists of less than five (5) units, the Maximum award amount will be reduced appropriately;
- s. The Applicant understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.; and
- t. The undersigned is authorized to bind all Financial Beneficiaries to this certification and warranty of truthfulness and completeness of the Application.

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

Signature of Applicant

Name (Typed or Printed)

Title (Typed or Printed)

NOTE: The Original Hard Copy of the Application must contain the original signature of the Applicant (blue ink is preferred). Other copies of the Application must contain photocopies of the Original Hard Copy. The Applicant must provide this form as Attachment 1 to the RFA.

**APPLICANT MEMBERSHIP AND PRIORITY POPULATION VERIFICATION
BY THE GOVERNING BOARD OF THE LOCAL HOMELESS ASSISTANCE
CONTINUUM OF CARE JURISDICTION**

FHFC Application Reference: _____
Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Proposed Development: _____

County of the Proposed Development's Location: _____

Applicant's Name: _____

Local Homeless Continuum of Care Jurisdiction: _____

HUD CoC Designation Code: _____

The Governing Board for the local Homeless Continuum of Care Jurisdiction identified above confirms that the Development identified above meets the following criteria:

1. The proposed Development is located within the local Homeless Continuum of Care Jurisdiction identified above;
2. The nature and scope of the proposed Development and the Homeless households it intends to serve is in conformance with the planning and priorities of the Continuum of Care;
3. The Applicant is an active voting member of the Continuum of Care and has a current signed agreement to participate in the Continuum of Care's Homeless Management Information System (HMIS) and currently contributes data on its clients to the Continuum's HMIS data system or, if serving Survivors of Domestic Violence, is providing aggregate data reports to the Continuum of Care;
4. The Applicant's association with the State Designated Lead Agency and relevant Continuum of Care members, its plans to conduct prospective tenant outreach, and its tenant selection process are appropriate and adequate to effectively inform the intended households, community stakeholders and public about the Development, and to facilitate an interested household's ability to apply for tenancy and determine eligibility for tenancy;
5. The Applicant has executed a written agreement with the Continuum of Care to assist individuals and households referred from the Continuum of Care's coordinated intake and assessment system; and
6. The Applicant is aware of and understands the Continuum of Care's performance measures regarding appropriate housing placement and retention.

**CERTIFICATION BY THE GOVERNING BOARD OF THE LOCAL HOMELESS ASSISTANCE
CONTINUUM OF CARE JURISDICTION LISTED ABOVE**

I certify that the above information is true and correct.

Signature of Governing Board Member

Print or Type Name

In order for this form to be considered, it must be signed by a Governing Board Member that has the authority to be a signatory on behalf of the Continuum of Care.

(Rev. 07-16)

Exhibit C - Definitions**DEFINITIONS**

“Address”	The address number, street name and city or, at a minimum, the street name, closest designated intersection, and whether or not the Development is located within a city or in the unincorporated area of the county. If located within a city, include the name of the city.
“Affiliate”	Any person that, (i) directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Applicant or Developer, (ii) serves as an officer or director of the Applicant or Developer or of any Affiliate of the Applicant or Developer, (iii) directly or indirectly receives or will receive a financial benefit from a Development, excluding third party lenders, third party management agents or companies, third party service providers, credit enhancers regulated by a state or federal agency, or contractors whose total fees are within the limit described in Exhibit D of the RFA, or (iv) is the spouse, parent, child, sibling, or relative by marriage of a person described in (i), (ii) or (iii) above.
“Best Practice”	A program, activity or strategy that has been field tested and has been shown to work effectively and produce successful outcomes and is supported by subjective and objective evaluation and research.
“Calendar Days”	The seven (7) days of the week. For computing any period of time allowed by this RFA, the day of the event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday.
“Committee”	The review committee composed only of employees of the Corporation.
“Compliance Period”	A period of time that the Development shall conform to all set-aside requirements as described further in this RFA and agreed to by the Applicant in the Application.
“Contact Person”	The person with whom the Corporation will correspond concerning the Application and the Development. This person cannot be a third-party consultant.
“Credit Underwriter”	The independent contractor under contract with the Corporation having the responsibility for providing stated credit underwriting services.
“Developer”	Any individual, association, corporation, joint venture, or partnership which possesses the requisite skill, experience, and credit worthiness to successfully produce affordable housing as required in the Application. For purposes of this RFP, the Applicant is the Developer.
“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 non-housing facilities as the corporation determines to be necessary, convenient, or desirable, as defined in Section 420.503(33), F.S.
“Development Cost”	The total of all costs incurred in the completion of a Development excluding Administrative Fee and total land cost.
“Document”	Electronic media, written or graphic matter, of any kind whatsoever, however produced or reproduced, including records, reports, memoranda, minutes, notes, graphs, maps, charts, contracts, opinions, studies, analysis, photographs, financial statements and correspondence as well as any other tangible thing on which information is recorded.
“Draw”	The disbursement of funds to a Development.
“Executive Director”	The Executive Director of the Corporation.
“Extremely Low Income” or “ELI Household”	One or more natural persons or a family whose total annual household income does not exceed 30 percent of the median annual adjusted gross income for households within the state, as defined in Section 420.0004(9), F.S. The Corporation may adjust this amount annually by rule to provide that in lower income counties, extremely low income may exceed 30 percent of area median income and that in higher income counties, extremely low income may be less than 30 percent of area median income.
“ELI Unit”	A unit designated to serve ELI Households.
“Financial Beneficiary”	Any Principal of the Developer or Applicant entity who receives or will receive any direct or indirect financial benefit from a Development, excluding third party lenders, third party management agents or companies, third party service providers, credit enhancers regulated by a state or federal agency, or contractors whose total fees are within the limit described in Exhibit D of this RFA.
“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 D of this RFA.
“Homeless”	An individual who lacks a fixed, regular, and adequate nighttime residence and includes an individual who: <ul style="list-style-type: none"> (a) Is sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; (b) Is living in a motel, hotel, travel trailer park, or camping ground due to a lack of alternative adequate accommodations; (c) Is living in an emergency or transitional shelter;

(d) Has a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings;

(e) Is living in a car, park, public space, abandoned building, bus or train station, or similar setting; or

(f) Is a migratory individual who qualifies as homeless because he or she is living in circumstances described in paragraphs (a)-(e).

The terms do not refer to an individual imprisoned pursuant to state or federal law or to individuals or families who are sharing housing due to cultural preferences, voluntary arrangements, or traditional networks of support. The terms include an individual who has been released from jail, prison, the juvenile justice system, the child welfare system, a mental health and developmental disability facility, a residential addiction treatment program, or a hospital, for whom no subsequent residence has been identified, and who lacks the resources and support network to obtain housing.

“Housing First Principles”

Housing First means providing households experiencing homelessness with decent and stable permanent housing as quickly as possible regardless of their sobriety or participation in treatment or a program. The Applicant may provide or make available to each tenant, if the tenant chooses, assistance with access to community-based health and supportive services. Pursuant to Chapter 83, Florida Statutes, tenancy will be based on a lease of a minimum of seven (7) months and participation in any services or programs is not a requirement of tenancy. The Applicant shall not restrict the length of a household’s tenancy, as long as the household meets the lease commitments.

“Non-Profit Corporation”

A qualified non-profit organization as defined in Section 42(h)(5)(C), subsection 501(c)(3) and 501(c)(4) of the Internal Revenue Code, as in effect on the date of this RFA, and organized under Chapter 617, F.S., if a Florida corporation, or organized under similar state law if organized in a jurisdiction other than Florida, to provide housing and other services on a not-for-profit basis.

“Permanent Rental Housing”

For purposes of this RFA, affordable rental housing that is leased for continued occupancy for as long as the tenant complies with lease requirements. The lease shall be for a minimum term of seven (7) months and have no limits on length of tenancy.

“Principal”

Means:

(a) With respect to an Applicant or Developer that is a corporation, any officer, director or shareholder of the Applicant or Developer corporation, and, with respect to any shareholder of the Applicant or Developer corporation that is:

1. A corporation, any officer, director or shareholder of the corporation,

2. A limited partnership, any general partner or limited partner of the limited partnership, or

3. A limited liability company, any manager or member of the limited liability company;

(b) With respect to an Applicant or Developer that is a limited partnership, any general partner or limited partner of the Applicant or Developer limited partnership, and, with respect to any general partner or limited partner of the Applicant or Developer limited partnership that is:

1. A corporation, any officer, director or shareholder of the corporation,

2. A limited partnership, any general partner or limited partner of the limited partnership, or

3. A limited liability company, any manager or member of the limited liability company; and

(c) With respect to an Applicant or Developer that is a limited liability company, any manager or member of the Applicant or Developer limited liability company, and, with respect to any manager or member of the Applicant or Developer limited liability company that is:

1. A corporation, any officer, director or shareholder of the corporation,

2. A limited partnership, any general partner or limited partner of the limited partnership, or

3. A limited liability company, any manager or member of the limited liability company.

“Project”	Development as defined above.
“Restrictive Covenant and Loan Agreement”	An agreement which sets forth the set-aside requirements and other Development requirements.
“Rehabilitation”	The alteration, improvement or modification of an existing structure.
“Scattered Sites”	As applied to a single Development, means a site that, when taken as a whole, is comprised of real property that is not contiguous (each such non-contiguous site within a Scattered Site Development, a “Scattered Site”). For purposes of this definition “contiguous” means touching at a point or along a boundary. Real property is contiguous if the only intervening real property interest is an easement, provided the easement is not a roadway or street. The Development may consist of up to 10 units and may be located on up to 3 sites. All sites must be located in the same county.
“Technical Assistance Provider”	An independent contractor under contract with the Corporation having the responsibility for providing stated technical assistance services.
“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.

“Visitability”	Housing designed in such a way that it can be lived in or visited by people who are mobility impaired. This includes the ability of people with a mobility aid to easily enter a home and move from room to room, including at least one bathroom on an accessible level.
“Website”	The Corporation’s website, the Universal Resource Locator (URL) for which is www.floridahousing.org .

Exhibit D - Credit Underwriting and Program Requirements**Part I. Timeline for Providing Information to Corporation, Technical Assistance Provider and Credit Underwriter**

- A. The Predevelopment Phase includes creating and approving the Development Plan, creating and approving the Property Management Plan, obtaining Site Control, and verifying Ability to Proceed. The Predevelopment Phase must be successfully completed within six (6) months of the Board's decision to select the Applicant(s) for funding has become final action. An invitation to credit underwriting will not be issued until these requirements are met.
1. After the Board's decision to select the Applicant(s) for funding has become final action, the Corporation will issue a Preliminary Loan Commitment to the Applicant. The Preliminary Loan Commitment must be signed by the Applicant and returned within seven (7) Calendar Days.
 2. Once the Preliminary Loan Commitment is received by the Corporation, the Applicant will close on the Preconstruction Loan of \$40,000 and be assigned a Technical Assistance Provider to work with each awardee to create a Development Plan, even those awardees with prior development experience. The Technical Assistance Provider may assist the awardee throughout the entire development process, including construction, if needed, but will at a minimum, work with the awardee through the creation of the Development Plan.
 3. The Development Plan submitted by the Technical Assistance Provider to the Corporation will provide an analysis of how much predevelopment funding is needed to allow the awardee to proceed, and whether technical assistance will continue to be needed after the Predevelopment Phase has been completed. The Development Plan must be received and accepted by Corporation staff within six (6) months of the Board's decision to select the Applicant(s) for funding has become final action.
 4. The Property Management Plan must include the following:
 - a. A process for outreach and marketing to potential residents;
 - b. An income qualification process;
 - c. Ongoing resident programs management;
 - d. Plan for maintenance of property; and
 - e. Plan on how scattered sites will be managed (if applicable).

The property management 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.

5. The Development Plan must include the following:

a. Site control

Awardees must document that they have land/property or obtain site control.

Note: Before committing to a site, the Applicant must verify that all infrastructure, zoning, and site plan or plat approval requirements, as well as all other requirements of the RFA can be met for the proposed site. For Developments with acquisition and rehabilitation, this includes verifying that sewer or septic tank systems are existing on the site and suitable for the proposed Development.

Site Control documents are:

- (1) Recorded Deed or Certificate of Title showing the Applicant as the sole grantee; or
- (2) Lease, including any sublease or assignment as applicable, showing the Applicant as the lessee or sub-lessee, or as the assignee of such interest. Applicants must provide a lease with a lease term of at least 20 years after the Application Deadline; or
- (3) Purchase contract, including any assignment as applicable, showing the Applicant as purchaser. Because the credit underwriting process can be lengthy, the Applicant should negotiate a closing date for the purchase that does not expire prior to a date that is nine (9) months after the Application Deadline inclusive of extensions (noting this RFA allows an Applicant to close on the award up to 18 months after the Board's decision to select the Applicant(s) for funding has become final, exclusive of any potential extensions); or
- (4) Written agreement from the current owner of the site, whereby the owner agrees or otherwise commits to grant, donate or gift the site to the Applicant and demonstrating that title to the site will be transferred to the Applicant no later than nine (9) months after the Application Deadline.

b. Obtain or, if already established, document that appropriate infrastructure and zoning have been obtained from the local government; and obtain site plan approval ("Ability to Proceed")

Ability to Proceed documents are:

- (1) Either the completed and executed (i) Florida Housing Finance Corporation Local Government Verification of Status of Site Plan Approval for Multifamily Developments form* to certify the status of site plan approval; or (ii) Florida Housing Finance Corporation Local Government Verification of Status of Plat Approval for Residential Developments form* to certify the status of plat approval;

- (2) The completed and executed Florida Housing Finance Corporation Local Government Verification that Development is Consistent with Zoning and Land Use Regulations form* or the completed and executed Florida Housing Finance Corporation Local Government Verification that Permits are not Required for this Development form*, as applicable, to certify that the site is appropriately zoned for the proposed Development; and
- (3) Evidence from the Local Government or service provider, as applicable, confirming the availability of the following for the entire Development site, including confirmation that these items are in place: electricity, water, sewer service, and roads for the proposed Development. Such confirmation can be by submission of the completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure (Electricity, Water, Sewer, and Roads) forms* or by submission of a letter from the service provider which is dated within 12 months of the Application Deadline, is Development specific, and specifically states that the applicable service (electricity, water, sewer or roads) is available to the proposed Development, or in the case of septic systems, there are no known prohibitions regarding the installation of a septic system or, if necessary, the upgrade of an existing septic system.

* The required site plan, plat approval, zoning, and infrastructure forms are available on the Corporation's Website at <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2016-106/RelatedForms/> (also accessible by clicking [here](#)). The version of these forms that must be submitted is the one that states (Form Rev 11-14) at the bottom left corner, with the exception of the sewer form. The Applicant may submit the Florida Housing Finance Corporation Verification Of Availability Of Infrastructure - Sewer Capacity, Package Treatment, Or Septic Tank form with either (Form Rev. 11-14) or (Form Rev. 03-16) printed at the bottom left corner. Either form would satisfy this requirement. Both forms can be found on the Corporation's Website at <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2016-106/RelatedForms/> (also accessible by clicking [here](#)).

c. Scope of Work and Budget

The Applicant will work with the assigned Technical Assistance Provider to create a scope of work that fully identifies with sufficient detail the scope of work for the proposed Development. A budget will be created that aligns with the scope with adequate detail which also identifies adequate and appropriate sources of funding to cover the budget, inclusive of contingencies and reserves.

d. Contract with General Contractor/contractor(s)

e. Either a Transaction Screen Process (TSP) report that has been completed within 12 months of the Application Deadline by an environmental engineer in

accordance with ASTM Practice E 1528 standards; or Phase I Environmental Site Assessment, dated within 12 months of the Application Deadline, for the entire Development site. If the Development consists of any building constructed pre-1978, there must be a lead inspection or risk assessment with any necessary testing completed. If necessary, an appropriate remedial action plan must be determined, approved by the Technical Assistance Provider, and become part of the scope of work. If the TSP or Phase I Environmental Site Assessment determines the need to test for asbestos or any other environmental concern, testing must be completed. If necessary, an abatement program must be developed and then approved by the Technical Assistance Provider to become part of the scope of work. If remediation and/or abatement is not adequately addressed or if the cost of its implementation is prohibitive within the scope of the Development, the funds will be de-obligated.

- f. If the Development Category is new construction, the Development Plan must also include Plans and Specs.
- g. If the Development Category is Acquisition/Rehabilitation, the Development Plan must also include the CAN and Accessibility Review.

B. Upon receipt and acceptance of the Development Plan by Corporation staff, the Corporation will invite the Applicant to enter credit underwriting. The invitation will outline the following deadlines. Failure to provide the required information by the stated deadline shall result in the withdrawal of the invitation to enter credit underwriting.

1. Within seven (7) Calendar Days of the date of the invitation to enter credit underwriting, the Applicant must accept the invitation. The Applicant will then be assigned to a Credit Underwriter.
2. Within 14 Calendar Days of the date of the invitation to enter credit underwriting, Applicants must submit:
 - a. IRS Tax Information Authorization Form 8821 for all Financial Beneficiaries to the Corporation; and
 - b. A properly completed and executed Surveyor Certification of Development Location Point form (Form Rev. 12-14) provided on the Corporation's Website <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2016-106/RelatedForms/> (also accessible by clicking [here](#)).
3. Within six (6) months of the date of the invitation to enter credit underwriting, the credit underwriting report must be approved by the Board. Unless a written extension of time has been approved by staff or the Board, a credit underwriting report missing the approval deadline shall result in withdrawal of the funding. In determining whether to grant an extension, staff shall consider the facts and circumstances of the Applicant's request, inclusive of the responsiveness of the Development team and its ability to deliver the Development timely. If staff's decision is to deny the Applicant's request for an extension, then prior to the withdrawal of the invitation, the Board shall consider the facts and circumstances of the Applicant's request, staff's denial, and any credit

underwriting report, if available, and make a determination of whether to grant the requested extension. The Corporation shall charge a non-refundable extension fee of \$250 if the request to extend the commitment beyond the initial closing deadline is approved by either staff or the Board. In the event the funding does not close by the end of the extension period, the funds will be de-obligated.

4. The Construction Loan Funding must close within six (6) months of the firm loan commitment. Applicants may request one (1) extension of up to three (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 loan(s). Staff will consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant the requested extension. If staff determines to not recommend an approval of the extension request, the written request will then be submitted to the Corporation's Board for consideration. The Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant the requested extension. The Corporation shall charge a non-refundable extension fee of \$250 if the request to extend the commitment beyond the initial closing deadline is approved by either staff or the Board. In the event the funding does not close by the end of the extension period, the funds will be de-obligated.
 5. A Certificate of Occupancy must be obtained within 12 months of loan closing. Applicants may request one (1) extension of up to 12 months. All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting an extension and shall detail the time frame to obtain a Certificate of Occupancy. Staff will consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant the requested extension. If staff determines to not recommend an approval of the extension request, the written request will then be submitted to the Corporation's Board for consideration. The Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant the requested extension. The Corporation shall charge a non-refundable extension fee of \$250 if the request to extend the commitment beyond the initial deadline is approved by either staff or the Board. In the event the Certificate of Occupancy is not obtained by the end deadline, the funds will be de-obligated.
 6. The Credit Underwriter may provide an itemized list of additional documentation needed.
- C. The Applicant must demonstrate it is meeting all of the criteria committed to within the RFA either at time of Application, credit underwriting, or executed closing agreements, as applicable.

Part II. Credit Underwriting Procedures

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

Credit underwriting is a de novo review of all information supplied, received or discovered during or

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

1. At the completion of all litigation and approval by the Board of all final agency action as defined in the Administrative Procedure Act, Chapter 120, Florida Statutes with regard to this RFA, the Corporation shall send all Applicants within the funding range a Preliminary Loan Commitment..
2. After an Applicant has successfully demonstrated both site control and Ability to Proceed by submitting the required documentation by the applicable deadlines outlined in Part I., A. and B. above, the Corporation will invite the Applicant to enter credit underwriting. The Corporation shall select the Credit Underwriter for each Development.
3. A response to the invitation to enter credit underwriting must be received by the Corporation and the Credit Underwriter not later than seven (7) Calendar Days after the date of the invitation. For any invitation to enter credit underwriting that is offered to an Applicant after Board approval of the list of Applications that is sorted from highest funding preference to lowest, where the Applicant's response is to decline to enter credit underwriting, the result shall be the removal of the Application's eligibility for funding for this RFA and any other funding where that list of eligible Applications will be used.
4. The Credit Underwriter shall review all information in the Application and subsequently provided during the credit underwriting process, including information relative to the Applicant, Developer, and General Contractor, as applicable, as well as other members of the Development team. The Credit Underwriter shall also request and review such other information as it deems appropriate to determine whether or not to provide a positive recommendation in connection with a proposed Development. A General Contractor is necessary when new construction is part of the development scope for the Development.
5. In determining whether or not to provide a positive recommendation in connection with a proposed Development, the Credit Underwriter will consider the prior and recent performance history of the Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and the General Contractor, as applicable, in connection with any other affordable housing development including but not limited to credit reports and bank references. The performance history shall consider instances involving a foreclosure, deed in lieu of foreclosure, financial arrearage, or other event of material default in connection with any affordable housing development or the documents governing financing or operation of any such development.

A negative recommendation may result from the review of:

- a. An Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and the General Contractor, as applicable;

- b. Financial capacity of an Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and the General Contractor, as applicable; or
 - c. Any other relevant matters relating to an Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and the General Contractor, as applicable, if, in the Credit Underwriter's opinion, one or more members of the Development team do not possess the ability to proceed.
6. The Credit Underwriter shall report any inconsistencies, discrepancies or changes made to the Applicant's Application during credit underwriting.
 7. The Applicant will be responsible for all fees in connection with the documentation submitted to the Credit Underwriter.
 8. If the Credit Underwriter determines that special expertise is required to review information submitted to the Credit Underwriter which is beyond the scope of the Credit Underwriter's expertise, the fee for such services shall be borne by the Applicant.
 9. If the scope of the Development includes property acquisition, an appraisal shall be ordered by the Credit Underwriter, at the Applicant's expense, from an appraiser qualified for the geographic area and development type not later than completion of credit underwriting. The Credit Underwriter shall review the appraisal to properly evaluate the proposed property's financial feasibility. Appraisals which have been ordered and submitted by first mortgagors, if applicable, directly involved in the Development financing and which meet the above requirements and are acceptable to the Credit Underwriter (inclusive of the date of the appraisal) may be used instead of the appraisal referenced above.
 10. If the scope of the Development includes new construction, the Corporation's assigned Credit Underwriter shall require an acceptable guaranteed maximum price construction contract, which may include change orders for changes in cost or changes in the scope of work, or both, if all parties agree, and shall order, at the Applicant's sole expense, and review a pre-construction analysis. If the Development includes the rehabilitation of existing units, the Credit Underwriter may require a review of the Development's costs based on the scope of the proposed work.
 11. The Applicant must provide the process, including dollar amounts, of how the Development will address capital replacement reserves, real estate taxes, and insurance coverages for review by the Credit Underwriter.
 12. The Credit Underwriter may request additional information, but at a minimum, the following will be required during the underwriting process:
 - a. For the Applicant and any applicable general partner(s) and guarantors, financial statements either audited, compiled or reviewed by a licensed Certified Public Accountant for the most recent fiscal year ended, credit check, banking and trade references, and deposit verifications. If financial statements that are either audited, compiled or reviewed by a licensed Certified Public Accountant are not available, unaudited financial statements prepared within the last 90 days and reviewed by the Credit Underwriter and the two most recent years' tax returns. If any of the applicable entities are newly formed (less than 18 months in existence as of the date that credit

underwriting information is requested), a copy of any and all tax returns with related supporting notes and schedules. The financial statements and information provided for review should be in satisfactory form (inclusive of the substitution of the Multifamily Underwriting Certificate referenced in Section 407 with a similar certification meeting the same criteria) and shall be reviewed in accordance with Part IIIA, Sections 401 through 408 and 410, of Fannie Mae's Multifamily Selling and Servicing Guide, in effect as of June 10, 2015, which is available on the Corporation's Website at <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2016-106/OtherInformation/> (also accessible by clicking [here](#)); and

- b. For the General Contractor, if applicable, financial statements either audited, compiled or reviewed by a licensed Certified Public Accountant for the most recent fiscal year ended, credit check, banking and trade references, and deposit verifications.
13. The Credit Underwriter shall consider the following when determining the adequacy of construction completion guarantees:
- a. Liquidity of the Applicant and, if applicable, the guarantor(s);
 - b. Developer and, if applicable, General Contractor's history in successfully completing Developments of similar nature;
 - c. Problems encountered previously with Developer or contractor; and
 - d. Relative exposure of Corporation funds compared to Total Development Cost.

At a minimum, the Credit Underwriter shall require a guarantee for completion of construction from the principal, the corporate general partner, or a similar entity of the borrowing entity. In addition, the Credit Underwriter may require additional surety if the Credit Underwriter determines after evaluation of paragraphs a.-d. in this subsection that it is needed.

14. For all Developments, Administrative Fee and, if applicable, General Contractor's fee shall be limited to:
- a. The Administrative Fee shall be limited to 10 percent of Development Cost; and
 - b. The General Contractor's fee shall be limited to a maximum of 18 percent of the actual construction cost.
15. The General Contractor, if applicable, must meet the following conditions:
- a. Employ a Development superintendent and charge the costs of such employment to the general requirements line item of the General Contractor's budget;
 - b. Charge the costs of the Development construction trailer, if needed, and other overhead to the general requirements line item of the General Contractor's budget;
 - c. Secure building permits and have them be issued in the name of the General Contractor;

- d. Ensure that none of the General Contractor duties to manage and control the construction of the Development are subcontracted;
 - e. Ensure that not more than 20 percent of the construction cost is subcontracted to any one entity, unless otherwise approved by the Board for a specific Development. With regard to said approval, the Board shall consider the facts and circumstances of each Applicant's request, inclusive of construction costs and the General Contractor's fees; and
 - f. Ensure that no construction cost is subcontracted to any entity that has common ownership or is affiliated with the General Contractor or Applicant unless otherwise approved by the Board for a specific Development. With regard to said approval, the Board shall consider the facts and circumstances of each Applicant's request, inclusive of construction costs and ownership interests in the Development.
16. Contingency reserves are limited to the combined maximum hard and soft cost contingencies. Hard costs are considered to be actual construction costs and hard cost contingencies are limited to 5 percent of any construction costs related to newly constructed units and 15 percent of all construction costs related to rehabilitation work on existing units within the actual construction cost category of the Development cost pro forma. Soft costs are considered to be general development costs and soft cost contingencies are limited to 5 percent of the total general development costs category. These limited contingency reserves may be included within the Total Development Cost for Application and credit underwriting purposes.
17. The Credit Underwriter will review and determine if the number of loans and construction commitments of the Applicant and its Principals will impede its ability to proceed with the successful development of each proposed Corporation-funded Development.
18. All items required for the Credit Underwriter's credit underwriting report must be provided in a timely manner in order for the credit underwriting report to be approved by the Board within six (6) months of the date of the invitation to enter credit underwriting. In determining whether to grant an extension, the Corporation shall consider the facts and circumstances of the Applicant's request, inclusive of the responsiveness of the Development team and its ability to deliver the Development timely. If the Corporation's decision is to deny the Applicant's request for an extension, then prior to the withdrawal of the invitation, the Board shall consider the facts and circumstances of the Applicant's request, the Corporation's denial, and any credit underwriting report, if available, and make a determination of whether to grant the requested extension.
19. The Credit Underwriter shall complete its analysis and submit a written draft report and recommendation to the Corporation. Upon receipt, the Corporation shall provide to the Applicant the section of the written draft report consisting of supporting information and schedules. The Applicant shall review and provide written comments to the Corporation and Credit Underwriter within 48 hours of receipt. After the 48 hour period, the Corporation shall provide to the Credit Underwriter comments on the draft report and, as applicable, on the Applicant's comments. Then, the Credit Underwriter shall review and incorporate, if deemed appropriate, the Corporation's and Applicant's comments and release the revised report to the Corporation and the Applicant. Any additional comments from the Applicant shall be received by the Corporation and the Credit Underwriter within 72 hours of receipt of the revised report.

Then, the Credit Underwriter will provide a final report, which will address comments made by the Applicant, to the Corporation.

20. The Credit Underwriter's recommendations will be sent to the Board for approval.
21. The Corporation shall issue a firm commitment within seven (7) Calendar Days after approval of the Credit Underwriter's recommendation for funding by the Board.
22. At least five (5) Calendar Days prior to any closing:
 - a. The Applicant must provide evidence of all necessary consents or required signatures from first mortgagees or subordinate mortgagees to the Corporation and its counsel, and
 - b. The Credit Underwriter must have received all items necessary to release its letter confirming that all closing contingencies have been met, including the finalized sources and uses of funds and Draw schedule.
23. All consulting fees and any financial or other guarantees required for the financing must be paid out of the Administrative Fee. Consulting fees and any financial or other guarantees required for the financing cannot cause the Administrative Fee to exceed the maximum allowable fee as set forth in Item 14 above.
24. All contracts for hard or soft Development Costs must be itemized for each cost component.

Part III. Program Procedures and Requirements for Funding

1. General Program Procedures:
 - a. An Applicant is not eligible to apply for or retain funding available under this RFA if the proposed Development has previously accepted an invitation to enter credit underwriting that has not been withdrawn by the Applicant or the Corporation as of Application Deadline, or the Development site or any part thereof is subject to any Land Use Restriction Agreement (LURA) or Extended Use Agreement (EUA), or both, in conjunction with any Corporation affordable housing financing intended to foster the development or maintenance of affordable housing, unless the only LURA that was recorded was in conjunction with the Predevelopment Loan Program.
 - b. For purposes of the following, a material change shall mean 33.3 percent or more of the Applicant, and a non-material change shall mean less than 33.3 percent of the Applicant.

The Applicant entity cannot be changed in any way until after closing on the funding. After closing, (a) any material change will require review and approval of the Credit Underwriter, as well as approval of the Board prior to the change, and (b) any non-material change will require review and approval of the Corporation, as well as approval of the Board prior to the change. Changes to the Applicant entity prior to the closing or without Board approval after the closing shall result in disqualification from receiving funding and shall be deemed a material misrepresentation.

- c. The name of the Development provided in the Application may not be changed or altered after submission of the Application during the history of the Development with the Corporation unless the change is requested in writing and approved in writing by the Corporation. The Corporation shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant such request.
- d. An Applicant shall be ineligible for funding or allocation in any program administered by the Corporation for a period of time as determined in (c) below if:
- (1) The Board determines that the Applicant or any Principal, Financial Beneficiary, or Affiliate of the Applicant has made a material misrepresentation or engaged in fraudulent actions in connection with any Application for a Corporation program. For purposes of this subsection, there is a rebuttable presumption that an Applicant has engaged in fraudulent actions if the Applicant or any Principal, Financial Beneficiary or Affiliate of the Applicant:
 - (a) Has been convicted of fraud, theft or misappropriation of funds;
 - (b) Has been excluded from federal or Florida procurement programs for any reason;
 - (c) Has been convicted of a felony in connection with any Corporation program; or
 - (d) Has offered or given consideration with respect to a local contribution as set forth in subsection (4) below.
 - (2) Before any such determination can be final or effective, the Corporation must serve an administrative complaint that affords reasonable notice to the Applicant of the facts or conduct that warrant the intended action, specifies a proposed duration of ineligibility, and advises the Applicant of the opportunity to request a proceeding pursuant to Sections 120.569 and 120.57, F.S. Upon service of such complaint, all pending transactions under any program administered by the Corporation involving the Applicant, or any Principal, Financial Beneficiary or Affiliate of the Applicant shall be suspended until a final order is issued or the administrative complaint is dismissed.
 - (3) The administrative complaint will include a proposed duration of ineligibility, which may be either a specific period of time or permanent in nature. With regard to establishing the duration, the Board shall consider the facts and circumstances, inclusive of each Applicant's compliance history, the type of misrepresentation or fraud committed, and the degree of harm to the Corporation's programs that has been or may be done.
 - (4) For all funding programs outlined in this rule chapter, if the Applicant or any Principal, Financial Beneficiary or Affiliate of the Applicant has offered or given consideration, other than the consideration to provide affordable housing, with respect to a local contribution and this is discovered prior to Board approval of

the Review Committee's recommendations, the Corporation shall reject the Application and any other Application submitted by the same Applicant and any Principal, Financial Beneficiary or Affiliate of the Applicant. If discovered after the Board approves the Review Committee's recommendations, any tentative funding or allocation for the Application and any other Application submitted by the same Applicant and any Principal, Financial Beneficiary or Affiliate of the Applicant will be withdrawn. Such Applicant and any of such Applicant's Principals, Financial Beneficiaries or Affiliates will be ineligible for funding or allocation in any program administered by the Corporation in accordance with the procedure set forth above.

- e. A Development will be withdrawn from funding if, at any time, the Board determines that the Applicant's Development or Development team is no longer the Development or Development team described in the Application or to the Credit Underwriter, and the changes made are prejudicial to the Development or to the market to be served by the Development.
- f. If an Applicant or Developer or any Principal, Affiliate or Financial Beneficiary of an Applicant or a Developer has any existing Developments participating in any Corporation programs that remain in non-compliance with applicable loan documents and use restriction agreements, and any applicable cure period granted for correcting such non-compliance has ended as of the time of submission of the Application or at the time of issuance of a credit underwriting report, the requested funding will, upon a determination by the Board that such non-compliance substantially increases the likelihood that such Applicant or Developer will not be able to produce quality affordable housing, be denied and the Applicant or Developer and the Affiliates of the Applicant or Developer will be prohibited from new participation in any of the Corporation's programs until such time as all of their existing Developments participating in any Corporation programs are in compliance.
- g. Total Development Cost includes the following:
 - (1) The cost of acquiring real property and any buildings thereon, including payment for options, deposits, or contracts to purchase properties, of which the total cost cannot exceed the appraised value of the real property as determined in the credit underwriting process;
 - (2) The cost of site preparation, demolition*, and development;
 - (3) Fees in connection with the planning, execution, and financing of the Development, such as those of architects, engineers, attorneys, accountants, Administrative Fee, and the Corporation;
 - (4) The cost of studies, surveys, plans, permits, insurance, interest, financing, tax and assessment costs, and other operating and carrying costs during construction, rehabilitation, or reconstruction of the Development;
 - (5) The cost of the construction, rehabilitation, and equipping of the Development. The cost of furniture and furnishings are not permitted;

- (6) The cost of land improvements, such as landscaping and offsite improvements related to the Development, whether such costs are paid in cash, property, or services;
- (7) Expenses in connection with initial occupancy of the Development;
- (8) Allowances for contingency reserves; and
- (9) The cost of such other items, including relocation costs, indemnity and surety bonds, premiums on insurance, and fees and expenses of depositories, for the construction or rehabilitation of the Development.

*Although demolition of structures on the site may be necessary prior to construction of the proposed Development, funding that is awarded to the Applicant through this RFA cannot be used towards any expenses related to demolition of existing structures, including costs of relocation or temporary housing.

2. Loan Funding:

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

a. Terms and Conditions:

- (1) Loans will be provided at 0 percent interest.
- (2) The minimum term of the loan shall be 15 years.
- (3) Loans shall be forgivable at maturity provided the Applicant complies with funding requirements for the duration of the Compliance Period.
- (4) If the proposed Development consists of one (1) to four (4) units, the maximum funding per Application is \$600,000. If the proposed Development consists of at least five (5) units, but no more than ten units, the maximum funding per Application is \$750,000.
- (5) The loan shall be revocable if the funds are used for any purpose not permitted under the RFA or loan agreement or if the loans were awarded or disbursed to the Borrower based upon fraud or misrepresentation committed by the Borrower during the Compliance Period.
- (6) The loan funding shall be serviced either directly by the Corporation or by the servicer on behalf of the Corporation.
- (7) The Corporation shall monitor compliance of all terms and conditions of the loan and shall require that certain terms and conditions be embodied in the Restrictive Covenant and Loan Agreement and recorded in the public records of

the county wherein the Development is located. Violation of any material term or condition of the documents evidencing or securing the loan funding shall constitute a default during the term of the loan. The Corporation shall take appropriate legal action to effect compliance if a violation of any material term or condition relative to the set-aside of units is discovered during the course of compliance monitoring or by any other means.

- (8) The Corporation shall require adequate insurance to be maintained on the Development as determined by the first mortgage lender, the Corporation, or the Corporation's servicer, which shall meet the standards established in Part IIIA, Section 322 of the Fannie Mae Multifamily Selling and Servicing Guide, effective February 3, 2014, (and as amended from time to time), which is available on the Corporation's Website at <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2016-106/OtherInformation/> (also accessible by clicking [here](#)). Insurance will be reviewed at the time of credit underwriting and then certified by the Applicant annually thereafter.
- (9) All funding shall be in conformance with applicable federal and state statutes, including the Fair Housing Act as implemented by 24 CFR Part 100 and Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, which is available on the Corporation's Website at <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2016-106/OtherInformation/> (also accessible by clicking [here](#)).
- (10) Rent controls for the Income and ELI Commitment Set-Aside units shall be restricted at the level applicable for federal competitive housing credits in accordance with Section 42 of the Internal Revenue Code. The Multifamily Rental Programs Rent Limits (updated each year) can be used to determine the maximum rents under this loan funding that may be charged for units where an applicable utility allowance shall be deducted from these maximum amounts. 2016 Income Limits and Rent Limits chart is provided on the Corporation website at http://www.floridahousing.org/FH-ImageWebDocs/PropertyOwnersAndManagers/IncomeLimits/024-2016%20Income%20Limits/001-2016_Combined_Income_Limits_&_Rent_Limits_by_County_-_FHFC_Rental_Programs_3-28-2016.pdf (also accessible by clicking [here](#)).
- (11) The documents creating, evidencing or securing the loan must provide that any violation of the terms and conditions described in this RFA, constitutes a default under the loan documents allowing the Corporation to accelerate its loan agreement and to seek any legally available remedies.
- (12) The Compliance Period for a Development shall be as stated in the RFA, but at a minimum, a period of time equal to 15 years from the date the first residential unit is occupied. For Developments that contain occupied units at the time of closing, the Compliance Period shall begin no later than the termination of the last lease executed prior to closing of the funding.

- (13) If a guarantor(s) is considered necessary by the Credit Underwriter and unless and until a guarantor's obligations for funding are terminated as approved in writing by the Corporation or its servicer, the guarantor(s) shall furnish to the Corporation or its servicer financial statements as provided in Part II, 12. (a) in this Exhibit (as the Corporation or its servicer may reasonably request).

b. Sale, Transfer or Refinancing of a Development:

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

All assumption requests must be submitted in writing to the Director of Special Assets and contain the specific details of the transfer and assumption. In addition to any related professional fees, the Corporation shall charge a non-refundable assumption fee as outlined in Section Four, K.2.c.(3) of the RFA.

- (3) If the loan is not assumed since the buyer does not meet the criteria for assumption, the loan shall be repaid from the proceeds of the sale in the following order of priority:
- (a) Funding amount originally awarded;
 - (b) Expenses of the sale; and
 - (c) If there will be insufficient funds available from the proposed sale of the Development to satisfy paragraphs (3)(a)-(b) above, the loan shall not be satisfied until the Corporation has received:
 - (i) An appraisal prepared by an appraiser selected by the Corporation or the Credit Underwriter indicating that the

purchase price for the Development is reasonable and consistent with existing market conditions;

- (ii) A certification from the Applicant that the purchase price reported is the actual price paid for the Development, as supported by a copy of the final executed purchase and sale agreement, and that no other consideration passed between the parties, as supported by a draft and final closing statement; and
- (iii) A certification from the Applicant that there are no Development funds available to satisfy paragraphs (3)(a)-(b) above, and the Applicant knows of no source from which funds could or would be forthcoming to satisfy paragraphs (3)(a)-(b) above.

c. Construction/Rehabilitation Disbursements

- (1) Loan 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.
- (4) The Corporation shall disburse construction Draws through Automated Clearing House (ACH). The Applicant may request disbursement of construction Draws via a wire transfer. The Applicant will be charged a fee of \$10 for each wire transfer requested. This charge will be netted against the Draw amount.
- (5) The Corporation shall elect to withhold any Draw or portion of any Draw, notwithstanding any documentation submitted by the Applicant in connection with the request for a Draw, if:
 - (a) The Corporation or the Corporation's servicer determines at any time that the actual cost budget or progress of construction differs from that as shown on the loan documents; or
 - (b) The percentage of progress of construction of the improvements differs from that shown on the request for a Draw.

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

EXHIBIT E - Continuing Program Compliance

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

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

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

1. Annually, the Applicant shall submit to the Corporation a Certificate of Continuing Program Compliance (CCPC).
 - a. The CCPC form can be found on the Corporation's Website at <http://www.floridahousing.org/PropertyOwnersAndManagers/Forms/> (also accessible by clicking [here](#)).
 - b. The CCPC shall be signed by the owner representative.
 - c. The CCPC is due to the Corporation on the 25th day of the month following the twelve month period ending December 31 and should be sent to FHFCAssetMgt@floridahousing.org.
 - d. Applicants who fail to submit the CCPC will be in non-compliance and may be reported on the Non-compliance Report until such time as the non-compliance is corrected. Applicants in non-compliance may be prohibited from new participation in any of the Corporation's programs until such time that all existing Developments participating in any Corporation programs are in compliance.

2. Annually, the Applicant shall complete and submit to the Corporation a Program Report (PR-1). The Applicant may also be required to submit PR-1s at other times if requested by the Corporation. PR-1 provides a unit-by-unit listing of all units in the Development and gives detailed information regarding the occupants' eligibility and the Development's compliance with set-aside requirements. Certification of household income is required as of the date the qualified household first occupies a unit and household income recertification is required on the household's first anniversary throughout the Compliance Period.
 - a. The PR-1 form is on the Corporation's website at <http://www.floridahousing.org/PropertyOwnersAndManagers/Forms/> see Appendix S.
 - b. Instructions for completing the PR-1 are located on the Corporation's website at <http://www.floridahousing.org/PropertyOwnersAndManagers/Forms/> see Appendix T.
 - c. The PR-1 shall be prepared as of the last day of the calendar year, or at other times as requested by the Corporation, and is due no later than the 15th of the following month and should be emailed to compliance.reporting@floridahousing.org.

- d. Applicants who fail to submit the annual PR-1 will be in non-compliance and may be reported on the Non-compliance Report until such time as the non-compliance is corrected. Applicants in non-compliance may be prohibited from new participation in any of the Corporation's programs until such time that all existing Developments participating in any Corporation programs are in compliance.