

REQUEST FOR APPLICATIONS 2023-105

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

Issued by:

FLORIDA HOUSING FINANCE CORPORATION

Issued: March 31, 2023

Due: April 18, 2023

SECTION ONE INTRODUCTION

Florida Housing Finance Corporation (the Corporation) was appropriated grant funds by the Legislature for housing for Persons with Developmental Disabilities as defined in Section 393.063, F.S. This Request for Applications (RFA) will make \$4,000,000 available to finance small Permanent Supportive Housing Developments for housing for Persons with Developmental Disabilities as defined in Section 393.063, F.S. consisting of no more than six Units.

This RFA is open to Applicants proposing the development of Permanent Supportive Housing for Persons with Developmental Disabilities, either Community Residential Homes or Supported Living Units, as defined in Exhibit B. Community Residential Homes (i) must be single family homes; (ii) must be licensed by the Florida Agency for Persons with Disabilities to serve no more than six Residents; (iii) must serve no more than six Residents; and (iv) must demonstrate that they are adhering to licensing standards related to location, design, construction features and other requirements. Developments consisting of Supported Living Units must meet all of the following requirements: (i) the proposed Development must consist of no more than six Units; (ii) if any units are non-Shared Housing units, the lesser of three Non-Shared Housing Units or 50 percent of the non-Shared Housing Units must either serve a Resident or a household consisting of at least one Resident that meets the definition of Persons with Developmental Disabilities; (iii) if Shared Housing, must serve no more than 10 Residents; and (iv) the Supported Living provider must conduct a housing setting survey per Rule 65G-5.004, F.A.C. Applicants may propose the development of Shared Housing Units, as defined in Exhibit B, to allow unrelated Persons with Developmental Disabilities the choice to share Units. For purposes of this RFA, Community Residential Homes are considered Shared Housing. Applicants may propose to build Supported Living Units as either non-Shared Housing or Shared Housing.

The Corporation will target grant funds for the new construction of a Development which may involve demolition of existing structures/residences.

The Corporation's objective is to ensure that the Non-Profit Applicants providing Permanent Supportive Housing are experienced. To accomplish this, the RFA will be open only to Non-Profit Applicants with a primary mission which includes serving Persons with Developmental Disabilities. The Corporation is soliciting Applications from qualified Applicants that commit to provide housing in accordance with the terms and conditions of this RFA, inclusive of applicable laws, rules and regulations, and the Corporation's generally applicable construction and financial standards.

SECTION TWO DEFINITIONS

Capitalized terms within this RFA shall have the meaning as set forth in this RFA, in Exhibit B, Rule Chapter 67-60, F.A.C., (effective July 6, 2022), or in applicable federal regulations.

SECTION THREE PROCEDURES AND PROVISIONS

Unless otherwise stated within the RFA, the Application package, forms and other information related to this RFA may be found on the RFA Webpage at <https://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2023/2023-105> (also available by clicking [here](#)).

A. Submission Requirements

1. Application Deadline

The Application Deadline is **3:00 p.m., Eastern Time, on April 18, 2023.**

2. Completing the Application Package

a. Downloading and completing the documents provided by the Corporation

Download and complete the following documents found on the RFA Webpage:

- (1) The Application (Exhibit A of the RFA); and
- (2) The narrative description responses (Section Four, C. of Exhibit A of the RFA).

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

b. Creating the All Attachments Document

In addition to the documents described in a. above, the Application Package also includes one copy consisting of all of the applicable completed Attachments described in the RFA (“All Attachments Document”).

Compile all of the attachments described in the RFA into one pdf file separated by pages labeling each Attachment to create the All Attachments Document. This may be accomplished by merging the documents using a computer program such as Adobe Acrobat Pro or by scanning all of the attachments together.

As described in Section Four, B.2., to be awarded 5 points, bookmark the pdf of the All Attachments Document before uploading. It is not necessary to bookmark the individual documents within the Application Package (e.g. the Exhibit A document). Acrobat Standard DC or Acrobat Pro DC are the programs required to create bookmarks.

Note: The Corporation has provided instructions on how to bookmark the Attachments as well as sample pages that may be used to separate the attachments on the RFA Webpage. If any of the attachments are not applicable, the Applicant should insert a page stating “Not Applicable” behind the separation page.

3. Uploading the Application Package

To upload the Application Package described in 2.a. above:

- a. Go to the RFA Webpage.

- b. Click the link to login and upload the Application Package. Note: A username and password must be entered. If the Applicant has not previously created a username and password, the Applicant will need to create one prior to the upload process.
- c. After successfully logging in, click “Upload Application Package.” Enter the Development Name and click “Browse” to locate the following completed saved documents:
 - (1) The Application (Exhibit A) in Excel format;
 - (2) The narrative description responses in Word format; and
 - (3) The All Attachments Document in a pdf format.

The average file size is 1.0 MB and may take a few minutes to upload. Larger files may take longer to upload. There is a file size limit of 15 MB, but this may be reduced without reducing the number of pages submitted. Examples of factors that affect file size include the resolution of the scanner or scanning the documents in color or as a graphic/picture.
- d. After the documents are displayed in the Upload webpage, click “Upload Selected Files” to electronically submit the documents to the Corporation by the Application Deadline. Then the Uploaded Application (consisting of all three documents comprising the Application Package), and its assigned Response Number will be visible in the first column.

For scoring purposes, the Corporation will not consider any documentation beyond the Application Package that is uploaded as described above.

Note: If the Applicant clicks “Delete” prior to the Application Deadline, the Application will no longer be considered a Submitted Application and the Applicant will be required to upload the Application Package again in order for these documents to be considered an Uploaded Application. This will generate a new Response Number.

4. Submitting the Application Fee

a. Application Fee

By the Application Deadline, provide to the Corporation the required non-refundable \$800 Application fee, payable to Florida Housing Finance Corporation via check, money order, ACH, or wire transfer.

To ensure that the Application Fee is processed for the correct online Application, the following is **strongly recommended**: (i) provide the Application Fee at least 48 hours prior to the Application Deadline; (ii) whether paying by check, money order, ACH or wire transfer, include the Development Name, RFA number with the payment; and (iii) if paying by wire, include the Federal

Reference Number, or if paying by ACH, include the Trace Number at question B.1 of Exhibit A.

Note: In the event that the online submission is not received, the payment will be refunded.

ACH Instructions:

BANK NAME: Wells Fargo
One Independent Drive, 8th Floor
Jacksonville, Florida 32202

ABA #: 121000248

ACCOUNT NAME: FHFC

ACCOUNT #: 4967822909

Wire Transfer Instructions:

BANK NAME: WELLS FARGO BANK, N.A.
420 MONTGOMERY STREET
SAN FRANCISCO 94104
United States of America (US)

ABA #: 121000248

ACCOUNT NAME: FHFC

ACCOUNT #: 4967822909

Check or Money Order Instructions:

Payable to: Florida Housing Finance Corporation

Mailing Address: Attn: Marisa Button
Florida Housing Finance Corporation
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301

5. Assigning Lottery Numbers

After 3:00 p.m., Eastern Time, on the Application Deadline, each Application for which an electronically submitted copy and the Application Fee 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.

6. Withdrawing an Application

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

- B. This RFA does not commit the Corporation to award any funding to any Applicant or to pay any costs incurred in the preparation or delivery of an Application.
- C. 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 via e-mail at RFA_2023-105_Questions@floridahousing.org (also accessible by clicking [here](#)) with "Questions regarding RFA 2023-105" as the subject of the email. Phone calls or written inquiries other than at the above e-mail address will not be accepted. All inquiries that are received by April 5, 2023 will receive a response by 5:00 p.m., Eastern Time, on April 10, 2023. The Corporation will post a copy of all inquiries received, and their answers, on the RFA Webpage. 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, including all applicable attachments thereto, each Applicant agrees to the terms and conditions outlined in the RFA and certifies that:
 - 1. Public Records. Any material submitted in response to this RFA is a public record. Section 119.071(1)(b)2, Fla. Stat. authorizes the Corporation to exempt this material

from disclosure requirements; however, the Corporation intends to post the Applications to the RFA Webpage sooner than 30 days after the Application Deadline.

2. **Noninterference.** At no time during the review and evaluation process, commencing with the Application Deadline and continuing until the Board renders a final decision on the RFA, may Applicants or their representatives contact Board members or Corporation staff, except Corporation legal staff, concerning their own or any other Applicant's Application. If an Applicant or its representative does contact a Board or staff member in violation of this section, the Board shall, upon a determination that such contact was made in an attempt to influence the selection process, disqualify the Application.
3. **Requirements.** Proposed Developments funded under this RFA will be subject to the requirements of the RFA, inclusive of all Exhibits and all provisions of Rule Chapter 67-60, F.A.C., and the Compliance requirements of Rule Chapter 67-53, F.A.C.
4. **Modifications.** Any modifications that occur to the Request for Application will be posted on the web site and may result in an extension of the deadline. It is the responsibility of the Applicant to check the website for any modifications prior to the Application Deadline.

To the extent that a modification gives rise to a protest, failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

- G. The Corporation expects to select one or more Applications to award the funding contemplated by this RFA. Any such Applications will be selected through the Corporation's review of each Application, considering the factors identified in this RFA.

SECTION FOUR INFORMATION TO BE PROVIDED IN APPLICATION

Provided below are the instructions to be used in completing Exhibit A of this RFA. Unless stated otherwise, all information requested in the RFA pertains to the Development proposed in this Application upon completion of the construction work.

A. Exhibit A Items

1. Review of Application

During the Review Committee scoring process, the Corporation (i) may rely on the answers submitted by the Applicant in Exhibit A; and (ii) may, but is not obligated to, review the substance of the documentation that is submitted as Attachments to the Application.

If it is determined that the Attachments do not meet the RFA requirements or the Applicant submitted materially incorrect information in the Application, the Corporation may take any or all of the following actions, even if the Application was not selected for funding, was deemed ineligible, or was withdrawn: deem the Application ineligible, rescind the award, and consider all Principals of the Applicant to have made a material misrepresentation subject to Section 420.518, F.S.

2. Persons with Developmental Disabilities Demographic Commitment

In Supported Living Units that consist of non-Shared Housing Units, the lesser of three non-Shared Housing Units or 50 percent of the non-Shared Housing Units in the proposed Development shall serve Persons with Developmental Disabilities as Permanent Supportive Housing. In Community Residential Homes and Supported Living Units that consist of Shared Housing, each Bedroom shall serve Persons with Developmental Disabilities as Permanent Supportive Housing, with the exception of possible on-site suites for the caregiver or family, as further described in Section Four, A.7.b.(1)(c) of the RFA.

3. Applicant/Contact Information

a. Applicant Information

(1) Name of Applicant

State the name of the Applicant. No more than two Applications may be submitted by the same Applicant entity.

(2) Evidence that the Applicant is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline

The Applicant must be a legally formed entity [e.g., corporation, limited partnership, limited liability company, etc.] qualified to do business in the state of Florida as of the Application Deadline.

Include, as **Attachment 1** to Exhibit A, evidence from the Florida Department of State, Division of Corporations, that the Applicant satisfies the foregoing requirements. Such evidence may be in the form of a certificate of status or other reasonably reliable information or documentation issued, published or made available by the Florida Department of State, Division of Corporations.

The Corporation is aware of the May 1st deadline for filing the annual report with the Division of Corporations and will accept a Certificate of Good Standing for the Applicant that reflects an expiration date of December 31 of either the current year or previous year.

(3) Evidence that the Applicant qualifies as a Non-Profit Applicant

Only Non-Profit Applicants are eligible for funding. To qualify as a Non-Profit Applicant for purposes of this RFA, (i) answer the question demonstrating that it meets the definition of Non-Profit as set out in Exhibit B; and (ii) provide the required information stated in (a) and (b) below:

(a) The IRS determination letter demonstrating that the Applicant entity has been a Non-Profit organization under 501(c)(3) or 501(c)(4) of the IRC since February 1, 2018 or earlier as **Attachment 2**; and

(b) Documentation regarding the Applicant entity's primary mission as

outlined below:

- (i) If the proposed Development is a Supported Living Unit(s):

To demonstrate that, as of the February 1, 2018, the Applicant entity's primary mission includes providing housing or services for persons with developmental disabilities, persons with disabling conditions or persons with disabilities, Applicants proposing Supported Living Units must provide, as **Attachment 2**, the Non-Profit Applicant's (i) Articles of Incorporation; or (ii) the IRS Form 990 that was submitted to the IRS for the most recently filed tax return, but no later than the 2018 tax year.

- (ii) If the proposed Development is a Community Residential Home:

To demonstrate that, since February 1, 2018, or earlier, the Applicant entity's primary mission includes serving Persons with Developmental Disabilities, Applicants proposing Community Residential Homes must provide, as **Attachment 2**, the Non-Profit Applicant's (i) Articles of Incorporation; (ii) IRS Form 990 that was submitted to the IRS for the most recently filed tax return, but no later than the 2018 tax year; or (iii) a copy of the Medicaid Waiver Services Agreement demonstrating that the Applicant is an iBudget Waiver provider for Residential Habilitation.

Note: The Medicaid Waiver Services Agreement may be in the name of the Services Provider or the Applicant entity.

- (c) Advance Review of Non-Profit Qualifications (10 points)

Applications will be eligible for 10 points if they participate in the Non-Profit Advance Review Process and receive approval from the Corporation. To participate, Applicants must submit the information outlined in (a) and (b) above to fhfc_nonprofit_advancereview@floridahousing.org. This information should be received at least 14 Calendar Days prior to the Application Deadline. If the Non-Profit Qualifications are met, the Applicant will receive from the Corporation a Non-Profit Advance Review Checklist for RFA 2023-105. This Checklist must be submitted as **Attachment 2** and meet the requirements of the RFA in order to be eligible for points. By submitting the Checklist, Applicants are not required to also submit the information outlined in (a) and (b) above with the Application submission.

- (d) Confirmation that the Non-Profit Applicant entity owns at least 51 percent of the ownership interest in the Development and will receive at least 50 percent of the Developer overhead

Answer the questions in question 3.e. of Exhibit A, confirming that the Non-Profit Applicant entity owns at least 51 percent of the ownership interest in the Development and will receive at least 50 percent of the Developer overhead. (Developer overhead is limited to 10 percent of the Development Cost.)

The Applicant's Non-Profit status will be verified during credit underwriting. If this cannot be verified, the Applicant will no longer be considered a Non-Profit Applicant and the funding awarded under this RFA will be rescinded.

b. Contact Person

- (1) Enter the information for the required Authorized Principal Representative. The Authorized Principal Representative (a) must have signature authority to bind the Applicant entity; (c) must sign the Applicant Certification and Acknowledgement that is part of Exhibit A; and (d) if funded, will be the recipient of all future documentation that requires a signature.
- (2) A separate Operational Contact Person may be included, if desired. If provided, the Operational Contact Person will be the recipient of any general correspondence associated with the Development activities that does not require a signature. If an Operational Contact Person is not provided, the Authorized Principal Representative will be the recipient of any such documentation.

4. General Proposed Development Information

- a. State the name of the proposed Development at question 4.a. of Exhibit A.
- b. Indicate the county where the proposed Development is located at question 4.b. of Exhibit A.

Note: Proposed Developments located in Broward County, Miami-Dade County, or Palm Beach County may qualify for the South Florida Large County Boost and an increase to the Applicant's Maximum Eligible Funding Award Amount of up to \$100,000 as further outlined in Section Four, A.8.d. below.

- c. The Development Category must be New Construction.

This means creating a Community Residential Home or Supported Living Units through new construction of a Development which may include demolition of existing structures/residences.

If the proposed work will involve demolition of existing structures or residences

If demolition is involved, the Applicant's Maximum Eligible Funding Award Amount will be increased by \$15,000 to cover demolition expenses, as described in 8.c. below. Answer the question at 4.c. of Exhibit A and, if demolishing occupied, existing

Community Residential Homes so that they are better able to serve the needs of existing Residents, provide the Tenant Relocation Plan as required at Item C. of the RFA.

d. Development Location

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 4.d. of Exhibit A.

e. Confirmation that the Development is either a Community Residential Home or whether it consists of Supported Living Units

State whether the proposed Development is a Community Residential Home or whether it consists of Supported Living Units at question 4.e. of Exhibit A. (Select one option. If the proposed Development is a Community Residential Home, the Application is limited to one Community Residential Home.)

In order for a Community Residential Home to qualify as an Intensive Behavior Community Residential Home, state that the proposed Development will qualify as such at question 4.e. of Exhibit A and provide, as **Attachment 3**, the Provider Status for Behavior Focus and Intensive Behavior Residential Habilitation document signed by the Agency for Persons with Disabilities. The document must demonstrate that the Applicant has previously been granted an Intensive Behavior Residential Habilitation Designation for at least one previous Community Residential Home.

During the ranking process, Applications for Community Residential Homes will be given preference over Applications for Supportive Living Units.

f. If proposing Supported Living Unit(s), select the Development Type(s) of the proposed Development at question 4.f. of Exhibit A: single family, duplex, triplex, or other small complex of up to six units. If the Development Type of single family is selected, the proposed Development may only consist of one Single Family unit.

Note: If proposing a Community Residential Home, the proposed Development Type must be single family.

g. If proposing Supported Living Unit(s), state whether proposing to develop Shared Housing, as defined in Exhibit B, at question 4.g. of Exhibit A, or a combination of Shared Housing Units and non-Shared Housing Units. Note: If the proposed Supported Living Units consist of a combination of Shared Housing Units and non-Shared Housing Units, the Development will be considered Shared Housing for purposes of the RFA, such as calculating the Maximum Eligible Funding Award Amount.

Note: All Community Residential Homes are Shared Housing.

h. If proposing a Supported Living Unit(s) that is Shared Housing or a Community Residential Home, state at question 4.h. of Exhibit A, how many Residents will be living in the proposed Development after the completion of all proposed work.

In a Community Residential Home, the maximum is six Residents in the Development.

In Supported Living Units that are Shared Housing, the proposed Development may serve no more than 10 Residents, and no more than three Residents may reside in a Unit.

In Supported Living Units that are not Shared Housing, one household shall reside in each Unit.

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

- i. If proposing Supported Living Unit(s), state how many total Units are in the proposed Development at question 4.i. of Exhibit A.

In Developments consisting of Supported Living Units, if the Development Type of Single Family is selected, the maximum is one unit (i.e., one Single Family home.) For all other Development Types in Developments consisting of Supported Living Units, the maximum is six Units in the Development. In Developments consisting of Supported Living Units, the maximum is six Units in the Development. In Community Residential Homes, each Application is limited to one Community Residential Home, which shall be, for the purposes of this RFA, considered one Unit.

5. Set-Aside Commitments

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

(1) Income Set-Aside Commitment - 100 percent of the Residents must have incomes at or below 60 percent of the area median income (AMI). The Corporation will require Applicants to use the Multifamily Programs Income Limits (updated each year) to determine Resident eligibility under this grant funding. The Florida Housing Rental Programs - MTSP Income and Rent Limits is available on the Corporation Webpage <https://www.floridahousing.org/owners-and-managers/compliance/rent-limits>(also accessible by clicking [here](#)). Income certification of tenants will be required throughout the compliance period.

(2) Required ELI Commitments – An Applicant with a proposed Development that serves two or more Residents must commit to the applicable ELI set-aside, as specified in (a) below.

- (a) ELI commitments:

Number of Total Residents in the Proposed Development	Minimum Number of ELI Residents
1 Resident	No ELI Resident Requirement
2 – 3 Residents	A minimum of 1 ELI Resident

4 – 6 Residents	A minimum of 2 ELI Residents
7 – 8 Residents	A minimum of 3 ELI Residents
9 – 10 Residents	A minimum of 4 ELI Residents

- (b) For purposes of this provision, the requirement to set aside units for ELI Households refers to the ELI Area Median Income (AMI) level for the county where the proposed Development is located.

The Florida Housing Rental Programs - MTSP Income and Rent Limits is available on the Corporation Webpage <https://www.floridahousing.org/owners-and-managers/compliance/rent-limits> (also accessible by clicking [here](#)).

2022 ELI County Chart

County	ELI %	County	ELI %	County	ELI %
Alachua	33%	Hardee	40%	Okaloosa	30%
Baker	33%	Hendry	40%	Okeechobee	40%
Bay	33%	Hernando	33%	Orange	33%
Bradford	40%	Highlands	40%	Osceola	33%
Brevard	33%	Hillsborough	33%	Palm Beach	28%
Broward	25%	Holmes	40%	Pasco	33%
Calhoun	40%	Indian River	33%	Pinellas	33%
Charlotte	40%	Jackson	40%	Polk	40%
Citrus	40%	Jefferson	33%	Putnam	40%
Clay	30%	Lafayette	40%	Saint Johns	30%
Collier	28%	Lake	33%	Saint Lucie	33%
Columbia	40%	Lee	33%	Santa Rosa	35%
DeSoto	40%	Leon	33%	Sarasota	30%
Dixie	40%	Levy	40%	Seminole	33%
Duval	30%	Liberty	40%	Sumter	33%
Escambia	35%	Madison	40%	Suwannee	40%
Flagler	35%	Manatee	30%	Taylor	40%
Franklin	40%	Marion	40%	Union	40%
Gadsden	33%	Martin	33%	Volusia	35%
Gilchrist	33%	Miami-Dade	25%	Wakulla	33%
Glades	40%	Monroe	25%	Walton	35%
Gulf	40%	Nassau	30%	Washington	40%
Hamilton	40%				

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

If the Unit is a Supported Living Unit in which three Residents each have their own Bedroom, but share a Unit in Monroe County, commit to

serve all three Residents with incomes at or below 60 percent of the AMI, and at least one of those three Residents must have an income at or below 25 percent of the AMI.

b. **Non-Shared Housing:** Non-Shared Housing Units are Supported Living Units in which a person resides alone or with others as one household. Applications that propose to include non-Shared Housing Units shall meet the following commitments:

- (1) The lesser of three non-Shared Housing Units or 50 percent of the non-Shared Housing Units must either serve a Resident or a household consisting of at least one Resident that meets the definition of Persons with Developmental Disabilities
- (2) Required Income Set-Aside Commitments - 100 percent of the households must have incomes at or below 60 percent of the AMI. Income certification of tenants will be required throughout the compliance period.
- (3) Required ELI Commitments – An Applicant with a proposed Development composed of two or more Supported Living Units must commit to the applicable ELI set-aside, as specified below.

(a) ELI commitments:

Number of Total Units in the Proposed Development	Minimum Number of ELI Units
1 Unit	No ELI Resident Requirement
2 – 3 Units	A minimum of 1 ELI Unit
4 – 5 Units	A minimum of 2 ELI Units
6 Units	A minimum of 3 ELI Units

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

2022 ELI County Chart

County	ELI %	County	ELI %	County	ELI %
Alachua	33%	Hardee	40%	Okaloosa	30%
Baker	33%	Hendry	40%	Okeechobee	40%
Bay	33%	Hernando	33%	Orange	33%
Bradford	40%	Highlands	40%	Osceola	33%
Brevard	33%	Hillsborough	33%	Palm Beach	28%
Broward	25%	Holmes	40%	Pasco	33%
Calhoun	40%	Indian River	33%	Pinellas	33%
Charlotte	40%	Jackson	40%	Polk	40%
Citrus	40%	Jefferson	33%	Putnam	40%

County	ELI %
Clay	30%
Collier	28%
Columbia	40%
DeSoto	40%
Dixie	40%
Duval	30%
Escambia	35%
Flagler	35%
Franklin	40%
Gadsden	33%
Gilchrist	33%
Glades	40%
Gulf	40%
Hamilton	40%

County	ELI %
Lafayette	40%
Lake	33%
Lee	33%
Leon	33%
Levy	40%
Liberty	40%
Madison	40%
Manatee	30%
Marion	40%
Martin	33%
Miami-Dade	25%
Monroe	25%
Nassau	30%

County	ELI %
Saint Johns	30%
Saint Lucie	33%
Santa Rosa	35%
Sarasota	30%
Seminole	33%
Sumter	33%
Suwannee	40%
Taylor	40%
Union	40%
Volusia	35%
Wakulla	33%
Walton	35%
Washington	40%

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

If a Development has four Units with a total of four households in Monroe County, - commit to set aside all four Units for households with incomes at or below 60 percent of the AMI, and at least two of the Units must be set aside for ELI households at 25 percent of the AMI. At least two of the units must serve a Resident or at household that include at least one Resident that meets the definition of Persons with Developmental Disabilities.

- c. Compliance Period for all Developments funded through this RFA – Applicants must irrevocably commit to the demographic commitment, the income set-aside and ELI set-aside commitment for a minimum of 15 years. Income certification of Residents will be required throughout the Compliance Period.

6. Readiness to Proceed

a. Site Control

Demonstrate site control by providing, as **Attachment 4** to Exhibit A, the documentation required in Items (1), (2), (3) and/or (4), as indicated below, demonstrating that it is a party to an eligible contract or lease, or is the owner of the subject property. Such documentation must include all relevant intermediate contracts, agreements, assignments, options, conveyances, intermediate leases, and subleases.

- (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 15 years after the Application Deadline;
or

- (3) Purchase contract, including any assignment as applicable, showing the Applicant as purchaser. Because the credit underwriting takes approximately 12 months to complete, the Applicant should negotiate a closing date for the purchase that does not expire prior to completion of credit underwriting, inclusive of extensions; or
- (4) Written agreement from the current owner of the site, whereby the owner agrees or otherwise commits to grant, donate or gift the site to the Applicant and demonstrating that title to the site will be transferred to the Applicant no later than 15 months after the Application Deadline, and prior to the closing of the funding.

b. Ability to Proceed

The Florida Housing Ability to Proceed Verification forms are provided on the RFA Webpage. Note: The Applicant may include the Florida Housing Ability to Proceed Verification forms that were included in a previous RFA submission for the same proposed Development, provided (i) the form(s) used for this RFA are labeled Form Rev. 07-2022, (ii) the forms are dated within 12 months of the Application Deadline, (iii) none of the information entered on the form and certified to by the signatory has changed in any way, and (iv) the requirements outlined in this RFA are met. If the Applicant provides any prior version of the Florida Housing Ability to Proceed Verification form(s), the form(s) will not be considered.

(1) Appropriate Zoning.

Demonstrate that as of the Application Deadline the entire proposed Development site is appropriately zoned and consistent with local land use regulations regarding density and intended use or that the proposed Development site is legally non-conforming by providing, as **Attachment 5** to Exhibit A, the applicable properly completed and executed verification form.

- (a) The completed and executed Florida Housing Finance Corporation Local Government Verification that Development is Consistent with Zoning and Land Use Regulations form (Form Rev. 07-22)* or
- (b) The Florida Housing Finance Corporation Local Government Verification that Permits are not Required for this Development form (Form Rev. 07-22)*, as applicable, to certify that the site is appropriately zoned for the proposed Development; and

(2) Availability of Water. Demonstrate that as of the Application Deadline water is available to the entire proposed Development site by providing as **Attachment 6** to Exhibit A:

- (a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Water form (Form Rev. 07-2022). Applicants that are going to use a well, may submit the water form or

a letter from Florida licensed well contractor or engineer stating that the site has been inspected and a well permit application has been submitted to the authority having jurisdiction; or

(b) Documentation from the water service provider that contains the Development location and the number of units and is dated within 12 months of the Application Deadline. The documentation may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.

(3) Availability of Sewer. Demonstrate that as of the Application Deadline sewer capacity, package treatment or septic tank service is available to the entire proposed Development site by providing as **Attachment 7** to Exhibit A:

(a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Sewer Capacity, Package Treatment, or Septic Tank form (Form Rev. 07-2022) 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; or

(b) Documentation from the waste treatment service provider that contains the Development location, the number of units, and is dated within 12 months of the Application Deadline. The documentation may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.

7. Required Design and Construction Features

All units are expected to meet all requirements as outlined below.

a. Federal Requirements and State Building Code Requirements:

All proposed Developments must meet all federal requirements and state building code requirements, including, the following, incorporating the most recent amendments, regulations and rules:

- 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, regardless of the age of the Development*; 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.

*To the extent that a Development is not otherwise subject to The Fair Housing Act as implemented by 24 CFR 100, the Development shall nevertheless comply with The Fair Housing Act as implemented by 24 CFR 100 as requirements of the Corporation funding program to the same extent as if the Development were subject to The Fair Housing Act as implemented by 24 CFR 100 in all respects. To that end, when certain construction

features standards and requirements are otherwise not applicable due to the age of the building, all Developments receiving Corporation funding will be treated as if they are applicable.

The above documents are available on the RFA Webpage.

b. Additional Construction Features

(1) Shared Housing Construction Features

- (a) Each Resident shall have a private Bedroom with a locking door;
- (b) For every two Residents, there must be at least one full bathroom with a locking door that is accessible to those Residents; and
- (c) Adding bedroom(s) and bathroom facilities for non-Residential use:

In Community Residential Homes, Grant funding may also be used to construct one suite consisting of one additional bedroom and one additional bathroom for family or caregivers or staff, but not for Resident care. Note: If an additional bedroom and/or bathroom is constructed for family or caregivers or staff, it will not increase the Maximum Eligible Funding Award Amount, which is based on the number of Residents stated by the Applicant at question 4.h. of Exhibit A.

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

(1) All Developments must provide:

- Termite prevention and pest control throughout the entire Compliance Period;
- Window covering for each window and glass door inside each unit;
- Cable or satellite TV hook-up in each unit and, if the Development offers cable or satellite TV service to the residents, the price cannot exceed the market rate for service of similar quality available to the Development's residents from a primary provider of cable or satellite TV;
- Number of full bathrooms in each unit of the proposed Development must be equal to or greater than the number of existing full bathrooms;
- Installation of a permanent, standby generators. The permanent, standby generator must be purchased from a manufacturer certified distributor that has certified installers who meet the required product and installation specifications; and
- A full-size range and oven in all Units.

If the proposed Development is a Supported Living Unit and meets the definition of Scattered Sites, all features that are not Unit-specific shall be

located on each of the Scattered Sites. Community Residential Homes may not be Scattered Sites.

(2) 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;
 - Urinals: 0.5 gallons/flush;
 - Lavatory Faucets: 1.5 gallons/minute or less at 60 psi flow rate;
 - Showerheads: 2.0 gallons/minute or less at 80 psi flow rate;
- Energy Star certified refrigerator;
- Energy Star certified dishwasher;
- Energy Star certified washing machine, if provided;
- Energy Star certified ventilation fans in all bathrooms; and
- Minimum SEER of 15 for air conditioners.

(3) Accessibility, Adaptability, Universal Design and Visitability Features

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

(a) Accessibility, Adaptability, Universal Design and Visitability features

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

- (i) In accordance with the Federal and state accessibility codes required in 7.a. above, all Community Residential Homes and Supported Living Units consisting of Shared Housing must provide accessibility features in all common areas, including the kitchen. In addition, for a For a Community Residential Home, 50 percent of the Bedrooms and a minimum of one bathroom must be fully accessible, in accordance with the 2010 ADA

Standards for Accessible Design. These fully accessible Bedrooms and the fully accessible bathroom(s) shall provide mobility features that comply with the Residential Dwelling Units provision of the 2010 ADA Standards for Accessible Design. At least one of the total Bedrooms shall be accessible to persons with visual and hearing impairments in accordance with the 2010 ADA Standards for Accessible Design. The Bedroom(s) that is accessible to persons with visual and hearing impairments shall comply with the communication features described for Residential Dwelling Units with Communication Features in the 2010 ADA Standards for Accessible Design. The 2010 ADA Standard for Accessible Design can be found at <http://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.htm> (also accessible by clicking [here](#));

- (ii) For Supported Living Units that consist of Non-Shared Housing, a minimum of 50 percent of the total Units shall be fully accessible in accordance with the 2010 ADA Standards for Accessible Design. These fully accessible Units shall provide mobility features that comply with the Residential Dwelling Units provision of the 2010 ADA Standards for Accessible Design. At least one of the total Units shall be accessible to persons with visual and hearing impairments in accordance with the 2010 ADA Standards for Accessible Design. The Unit(s) that is accessible to persons with visual and hearing impairments shall comply with the communication features described for Residential Dwelling Units with Communication Features in the 2010 ADA Standards for Accessible Design. The 2010 ADA Standard for Accessible Design can be found at <http://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.htm> (also accessible by clicking [here](#));
- (iii) The Development must provide an accessible route that meets the 2010 ADA Standards for Accessible Design. A continuous, unobstructed path throughout the site and the building that connects all the accessible features, elements, and spaces shall be provided. This shall include the backyard and all amenities of the Development;
- (iv) The primary entrance door shall have a threshold with no more than a ½-inch rise;
- (v) Thresholds at doorways of exterior sliding doors shall not exceed ½-inch in height;
- (vi) 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;

- (vii) 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;
- (viii) All exterior doors shall provide a clear opening of not less than 32 inches. This includes the primary entrance door, all sliding glass doors, French doors, other double-leaf doors, doors that open onto private decks, balconies, and patios, and any other exterior doors;
- (ix) All door handles on primary entrance door and interior doors must have lever handles;
- (x) Interior doorways shall provide a clear opening of not less than 32 inches;
- (xi) All interior doorways must have flush thresholds;
- (xii) 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;
- (xiii) Lever handles on all bathroom faucets and kitchen sink faucets;
- (xiv) Toilets must be at least 16.5 inches in height as measured from the finished floor to the top of the toilet seat; and
- (xv) Mid-point on light switches and thermostats shall not be more than 48 inches above finished floor level.

d. Recommended to Applicants during Construction

NOTE: To ensure that new construction is carried out to take the greatest advantage of energy efficiency options, the Corporation recommends that Applicants awarded financing incorporate the following into their construction plans (not a requirement):

- To most efficiently implement the recommendations from the pre-construction blower door test, hire a contractor that includes or works with an expert with blower door training from the Florida Solar Energy Center, RESNET or the Building Performance Institute (does not have to be a certified energy rater) who can work with the contractor on how to improve the building envelope in the most cost effective manner. This can reduce the amount of time looking for leaks, seal the building properly and save the Applicant money; and

- Minimize bends in all exhaust ductwork carried out to be less than 90 degrees to provide less restriction on air movement.

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

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

The approved provider of this service must have a minimum of three years' experience administering and providing supportive services including outreach, information and referral services, benefits counseling, community-based services planning and coordination, and/or other related supportive services. Such experience must demonstrate that the supportive services listed above have been oriented to the needs and preferences of each intended Resident in assisting them to access services related to health care, independent activities of daily living, employment, income and housing. The provider of this Resident service shall also provide, at credit underwriting, information demonstrating its mission, qualifications, experience, agreements and/or contracts with state and federal supportive services programs, professional staffing and experience in serving the intended Residents described in question 2. of Exhibit A.

Community-based services coordination shall be offered and made available to the Residents initially and regularly, and Resident participation shall be voluntary. If the proposed Development consists of Scattered Sites, the community-based services coordination shall be equally available to Residents of each Unit on each Scattered Site. Resident participation shall not be a requirement for new or continued residency. The Applicant shall commit to submit a services coordination plan at credit underwriting. The services coordination plan shall adhere to guidelines developed by the Corporation, in conjunction with state agencies, or their designee(s), that administer publicly funded supportive services for the intended Residents.

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

9. Calculating the Maximum Eligible Funding Award Amount

Applications will initially be selected for funding using the Maximum Eligible Funding Award Amount. The Maximum Eligible Funding Award Amount will be determined by adding the Base Award that the Application is eligible for in a. below, plus \$19,200 as described in b. below, plus the following, as applicable: \$15,000 for demolition costs as described in c. below, up to \$100,000 for the South Florida Large County Boost as described in d. below, and up to \$20,000

for the purchase and installation of permanent, standby generators as described in e. below. This funding will be used for the hard costs associated with construction as described below, the costs associated with predevelopment inspections as described in b. below, technical assistance and credit underwriting as described in c. below, and reimbursable fees as described in (3) below.

Required items:

All Applicants will be required to address the following required items. If the Credit Underwriter, in consultation with the Corporation and the Applicant, determines that the required items below cannot be addressed with the Maximum Eligible Funding Award Amount from the Corporation (plus any additional funding obtained by the Applicant from other sources), the proposed Development will be deemed infeasible and the Corporation will withdraw funding from the proposed Development.

- Required Features in Section Four, A.7. of the RFA, including construction, green building, accessibility, universal design and Visitability requirements. The final scope of work prepared in credit underwriting must explain how the property will meet these requirements; and
- Additional Bedrooms and bathroom requested by the Applicant in the Application (i.e., the funding requested by the Applicant for this purpose may only be spent for this purpose).

Hierarchy of optional items:

The optional items are listed in order of priority and will be funded based on availability of funding remaining after required items below are addressed, based on a determination by the Credit Underwriter, in consultation with the Corporation and the Applicant.

- Additional items, including energy and accessibility features, requested by the Applicant; and
- 12-36 Month Physical Needs. Repairs, replacements and deferred and other large system and maintenance items that must be addressed within 12-36 months.

a. Base Award

To complete the work described above, the Applicant will be eligible for the following amounts of funding up to the maximum specified below for construction needs, plus additional funding for the inspections and other work carried out as part of predevelopment and credit underwriting, and other soft costs associated with construction, as listed in b. below.

(1) Shared Housing for Community Residential Homes:

Developments with 1 – 3 Residents*:	up to \$305,000
Developments with 4 Residents*:	up to \$390,000
Developments with 5 Residents*:	up to \$485,000

	Developments with 6 Residents*:	up to \$585,000
(2)	Shared Housing for Supported Living Units:	
	Developments with 1 – 3 Residents*:	up to \$305,000
	Developments with 4 Residents*:	up to \$455,000
	Developments with 5 Residents*:	up to \$595,000
	Developments with 6 – 8 Residents*:	up to \$745,000
	Developments with 9 - 10 Residents*:	up to \$895,000

* These award amounts are based on the number of Residents that will be living in the proposed Development, as stated in 4.h. of Exhibit A, inclusive of the one additional bedroom and bathroom described in Section Four, A.7.b.(1)(c) of the RFA. If the scope of work for the proposed Development includes any additional bedrooms and/or bathrooms beyond those described in Section Four, 7.b.(1)(c) of the RFA, the Applicant will need to provide a pro-rata share of funding beyond the grant funding offered in this RFA to cover these additional construction features not contemplated with this RFA, to be determined in credit underwriting.

(3)	Non-Shared Housing (Only Supported Living Units):	
	Developments with 1 Unit**:	Up to \$305,000
	Developments with 2 Units**:	Up to \$455,000
	Developments with 3 Units**:	Up to \$595,000
	Developments with 4 Units**:	Up to \$745,000
	Developments with 5 Units**:	Up to \$895,000
	Developments with 6 Units**:	Up to \$1,000,000

**These award amounts are based on the number of Units stated in 4.i. of Exhibit A.

Note: If the proposed Supported Living Units consist of a combination of Shared Housing Units and non-Shared Housing Units, the Development will be considered Shared Housing for purposes of the RFA, such as calculating the Maximum Eligible Funding Award Amount.

b. Funding for Predevelopment and Credit Underwriting Costs

\$19,200 will be added to all Base Awards described in a. above. This funding is for credit underwriting costs of \$9,180 and predevelopment costs which are estimated to be

\$10,000.00 or less. Any funding remaining from the amount set aside for predevelopment costs and/or demolition costs may be utilized for Development costs. The Corporation will pay the following expenses directly and deduct the appropriate amounts from the award:

- (1) The Corporation will pay these expenses directly and deduct the appropriate amounts from the award:
 - (a) A plan and cost review (desk review), ordered by the Credit Underwriter from an independent third-party, including a cost analysis that will serve as the basis for a check on the proposed scope of work for the project. The review will be required to evaluate the feasibility of the required features in Section Four, A.7. of the RFA, including construction, green building, accessibility, universal design and Visitability requirements and all additional items, including energy and accessibility features, requested by the Applicant; and
 - (b) Accessibility review – In credit underwriting a floor plan and other documentation needed for this review is required.
- (2) The Credit Underwriter reserves the right to assign a technical assistance provider to any Application in credit underwriting. If assigned, the provider will assist the Applicant as needed in formalizing the Development plans proposed in the response to this RFA and with the closing process.
- (3) The following fees are eligible for reimbursement or direct payment from the grant funding:
 - (a) Construction Inspection Fee – estimated to be \$668 for each site inspection and up to an additional \$198 per hour to process each draw by the Credit Underwriter. These fees will be due for each draw processed. Fees related to up to four draws are eligible for reimbursement from the grant funding;
 - (b) Grant Commitment Fee: 1.0% of the amount of the final grant award, up to a maximum of \$2,000; and
 - (c) Compliance Monitoring Fees - \$100 per year for 15 years (the compliance period). Additional fees may be required if site visits and follow up reviews are necessary.
 - (d) Third-party fees:
 - (i) Estimated cost for an appraisal of an unincorporated property being purchased is \$600;
 - (ii) Estimated cost for an appraisal of a 2-4 unit residential facility is \$1,000;

- (iii) Estimated cost for a Transaction Screen Process (ASTM Standard E 1528) is \$1,000;
- (iv) Estimated costs to test for lead-based paint and asbestos is \$2,200;
- (v) Estimated costs for property title report (Ownership and Encumbrance Report) is \$250;
- (vi) Estimated costs for the recording fees for the grant closing is \$250; and
- (vii) Estimated cost for the boundary survey is \$1,000.

(4) Non-reimbursable fees – the following fees are not eligible to be reimbursed to the Applicant from the grant funding:

- (a) Credit Underwriting Report Approval Deadline Extension Fee of \$250, if required, as further explained in Exhibit C, Part I, Item C.4.;
- (b) Closing Extension Fee of \$250, if required, as further explained in Exhibit C, Part I, Item C.5.; and
- (c) Assumption/Renegotiation Fees:

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

c. \$15,000 for Developments that involves demolition

Applicants that state at question 4.c. of Exhibit A that the proposed Development involves demolition will qualify for an increase of \$15,000 to offset costs associated with the demolition.

d. South Florida Large County Boost of up to \$100,000

- (1) Applicants proposing Community Residential Homes that qualify for the South Florida Large County Boost will receive an increase of \$100,000. To qualify for the South Florida Large County Boost, Applicants proposing Community Residential Homes must (i) proposed Developments that are located in Broward County, Miami-Dade County, or Palm Beach County; and (ii) proposed Developments that have six Residents.
- (2) Applicants proposing Supported Living Units that qualify for the South Florida Large County Boost will receive an increase to the Applicant’s Maximum Eligible Funding Award Amount of \$20,000 per Unit, up to a maximum total of \$100,000. To qualify for the South Florida Large County Boost, Applicants

proposing Supported Living Units must (i) proposed Developments that are located in Broward County, Miami-Dade County, or Palm Beach County; and (ii) provide the number of Units at question 4.i. of Exhibit A.

e. Permanent Standby Generator Boost of up to \$20,000

All proposed Developments are required to provide permanent standby generators and therefore all Applications will qualify for an increase of \$20,000.

f. Additional Information regarding awards

(1) To carry out such activities as credit underwriting, construction inspections and draws, compliance monitoring fees will be assessed, as outlined in Section Four, 9.b. of this RFA.

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

(3) Developer overhead shall be limited to 10% of Development Cost.

(4) The Maximum Eligible Funding Award Amount will be the amount of funding used for the Funding Selection Process; however, the actual amount of award may be less than the Maximum Eligible Funding Award Amount. To ensure that these scarce resources are allocated to Developments in a prudent manner, after preliminary awards are made, the Corporation may reduce the amount of the grant award based on needs determined in credit underwriting.

10. Qualifying Financial Assistance Preference

To qualify for the Qualifying Financial Assistance Preference, meet one of the following requirements:

a. Cash Funding Equals at Least 10 Percent of the Base Award Amount

To qualify, state the amount of cash loans, cash grants and/or cash on hand ("Cash Funding") from local or other non-Corporation sources (all of which for purposes of this provision will be considered to be "Qualifying Financial Assistance"). If the Non-Corporation Funding total sources are equal to at least 10 percent of the Base Award described in 9.a. above, the Applicant will receive funding preference as described in Section Five, A.1 of the RFA. If the Applicant qualifies for this preference through the cash funding and is awarded funding under this RFA, provide and maintain at least 10

percent of the Base Award within the permanent sources of financing or the award will be withdrawn.

b. Donation of Land by a Local Government

To qualify, the Total Development Cost cannot consist of any land costs during scoring or during the credit underwriting process; the entire site must have been donated or will be donated from a Local Government to the Applicant; and, when submitted, the site control documentation must reflect one of the following:

- The eligible contract must reflect that a Local Government is the seller and the Applicant is the buyer, and the price of the land must be \$10 or less;
- The deed must reflect the Local Government as the grantor, the transaction must have occurred no more than 12 months prior to the Application Deadline, the price of the land must have been \$10 or less, and the closing statement must be provided demonstrating that the price of land was \$10 or less; or
- The eligible lease must reflect a Local Government as the Lessor and the Applicant as the Lessee, and the lease payments must equal \$10 a year or less.

If the Applicant qualifies for this preference through the donation of land and is awarded funding under this RFA, the Applicant will not receive any Corporation funding towards the cost of the land.

Note: In-kind donations, waivers of any fees, and any funding from the Corporation are not considered Qualifying Financial Assistance, although they can be used to help reduce costs in the construction of the proposed Development.

B. Additional Information

1. Verifying Application Fee Payment

To ensure that the Application Fee is processed for the correct online Application, include the Development Name and RFA number on the check or money order or identify through the ACH or wire transfer. If submitting a check or money order, provide the check or money order number at question B.1. of Exhibit A. If submitting an ACH or wire transfer, provide the confirmation number and the Fed Wire Transfer Number at question B.1. of Exhibit A.

2. Bookmarking the All Attachments Document before uploading (5 points)

To be awarded 5 points, bookmark the pdf of the All Attachments Document before uploading. Instructions are provided on the RFA Webpage. Acrobat Standard DC or Acrobat Pro DC are the programs required to create bookmarks.

3. Addenda

The Applicant may use the Addenda section of Exhibit A to provide any additional information or explanatory addendum for items in the Application, except for questions 2, 4.c.(2), and

questions in Section Four, C. of Exhibit A. Please specify the particular item to which the additional information or explanatory addendum applies.

C. Narrative Scoring

The following narrative section allows for Applicants to provide detailed responses about the Development. Each response must address the specific criteria identified in the corresponding description. When scoring narrative responses, Florida Housing will only consider the written responses provided in the narrative document uploaded with the Application. When assigning points for each narrative section, only the narrative for that particular requirement will be considered. Information in other scored narrative sections will not be considered. It is recommended to account for all criteria for each response, even if it requires repeating information in multiple narrative responses.

As stated in the Applicant Certification and Acknowledgement Form, the Corporation reserves the right to verify any and all information provided in Applicants' narrative responses during credit underwriting. If it is determined that the Applicant submitted materially incorrect information in the Application, the Application may be deemed ineligible, and/or the Corporation may rescind the award, and all Principals of the Applicant may be subject to material misrepresentation, even if the Application was not selected for funding, was deemed ineligible, or was withdrawn.

1. Demographic Populations to be Served (no points awarded)

For the Corporation to better understand the proposed Development, Applicants must describe the subpopulation(s) of the persons intended to reside in the proposed Development. This information will be considered by the Corporation when reviewing and scoring how the proposed access to community-based services will assist the intended Residents.

The Applicant's description(s) is limited to no more than two pages. Note: Although the online Application system allows for more pages, any portion of the description that is beyond the maximum number of pages will not be considered.

2. Tenant Relocation Plan (no points awarded)

If demolishing occupied, existing Community Residential Homes so that they are better able to serve the needs of existing Residents, provide the Tenant Relocation Plan as required. The Tenant Relocation Plan must detail how the temporary and permanent relocation will be handled, including the relocation site; accommodations relevant to the needs of the residents and length of time residents will be displaced; moving and storage of the contents of a resident's dwelling units; as well as the approach to inform and prepare the residents for the demolition activities.

Additionally, the Applicant's description must provide a brief description of how the proposed Development will meet the set-aside requirements. The description must (i) indicate whether the existing residents are income eligible Residents, or whether the residents will be evicted and replaced with income eligible Residents in order to meet the set-aside requirements committed to in this Application; and (ii) a description of how the cost of relocation will be covered.

The Applicant's description(s) is limited to no more than two typed pages. Note: Although the online Application system allows for more pages, any portion of the description that is beyond the maximum number of pages will not be considered.

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

If the Applicant intends to manage the Development, describe the Applicant's experience in operating and managing Permanent Supportive Housing, including performing operations and management functions specific to the needs of the intended Residents described in question 2. of Exhibit A. If the Applicant does not have experience or if the Applicant expects to use a management company, provide the name of the experienced entity that will act as the management company for at least the first 3 years of operation and describe the management company's experience in operating and managing Permanent Supportive Housing, including length of time spent operating and managing Permanent Supportive Housing and experience performing operations and management functions specific to the needs of the intended Residents described in question 2. of Exhibit A. Applicants proposing to operate/manage a Community Residential Home shall describe the Applicant's or management company's experience operating a Community Residential Home. Applicants proposing to manage Supported Living Units shall describe the Applicant's experience with the property and lease management functions of leasing to a person receiving Supported Living Services. Providing only a list of Permanent Supportive Housing Developments and/or Units will not be a sufficient description of experience for any Applicant or the management company.

The Applicant's description(s) is limited to no more than two typed pages. Note: Although the online Application system allows for more pages, any portion of the description that is beyond the maximum number of pages will not be considered.

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

The ability of the intended Residents described in question 2 of Exhibit A. to effectively and efficiently access community-based services and resources is vital to assist these households in obtaining and maintaining choice, independence and full inclusion in the community. As specified in each section below, provide a description of the Applicant's plan to provide access to general community services including retail stores, recreation venues, and educational opportunities, as well as specific supportive services and resources that address the needs of the intended Residents, including healthcare centers and job-skills programs. Equitable access to community-based services and resources must be a consideration when proposing Scattered Site Units, and Applicants are expected to describe how each Unit in a proposed Scattered Site Development will have access to community-based services. In addition to the specific criteria for each section below, Applicant responses to these items will be evaluated based on the following criteria: (i) improvement to Residents' health, safety, stability, education and employment capacities, and quality of life; and (ii) improvement to Residents' ability to effectively utilize living skills to successfully live and be integrated in the community.

All Applicants proposing Community Residential Homes and Supported Living Units may be awarded points for providing information regarding access to community-based services and resources as described in the applicable sections.

a. Community Residential Homes:

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

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

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

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

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

The Applicant’s description(s) is limited to no more than two typed pages. Note: Although the online Application system allows for more pages, any portion of the description that is beyond the maximum number of pages will not be considered.

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

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

The Applicant’s description(s) is limited to no more than two typed pages. Note: Although the online Application system allows for more pages, any portion of the description that is beyond the maximum number of pages will not be considered. (3) Specific Healthcare and/or Supportive Services Needs of Each Intended Resident in Community Residential Homes (Up to 24 Points)

Describe the access to medical and healthcare services for each intended Resident described in question 2 of Exhibit A. This description should include how each Resident will have access to specific services that address their medical and healthcare needs. Describe how the required private transportation will be used to provide access to routine primary care screenings and how often these healthcare services are available to the resident. Describe by what method and how often the residents receive dental care, specialty medical care for individual resident's conditions, mental health services, and other applicable health services by using the transportation provided. The description should specify which services and resources are provided on the Development's site and which are available/provided at a location(s) in the community.

The Applicant's description(s) is limited to no more than two typed pages. Note: Although the online Application system allows for more pages, any portion of the description that is beyond the maximum number of pages will not be considered.

b. Applicants proposing Supported Living Units

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

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

Describe the general community-based services and resources that will be accessible to Residents, such as shopping for groceries, medicine, clothing, and other household and personal items. Include other services such as public schools, higher education, training and employment. If the description of how the intended residents will access the services includes public transportation, such as bus or rail, state the exact measurement of walking distance to the current bus or rail stop from the proposed Development. State how frequently the bus or rail stop may be accessed by the residents of the proposed Development. Include the cost to the tenant of all public and/or private transportation options listed. The description should also include information regarding any community-based services available to assist an intended Resident to access these services, if assistance is needed.

The Applicant's description(s) is limited to no more than two typed pages. Note: Although the online Application system allows for more than two pages, any portion of the description that is beyond two pages will not be considered.

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

Describe access to community-based resources and services to address the specific healthcare and/or supportive services needs of each intended Resident

described in question 2 of Exhibit A, including, but not limited to, health and dental care, wellness programs, supported living coaching, counseling, and education or training. The description should specify which services and resources are provided on the Development's site and which are available/provided at a location(s) in the community. The physical proximity of the services and resources that are off-site to the Development should be described in the response. If the description of how the intended residents will access the services includes public transportation, such as bus or rail, state the exact measurement of walking distance to the current bus or rail stop from the proposed Development. State how frequently the bus or rail stop may be accessed by the residents of the proposed Development. Include the cost to the tenant of all public and/or private transportation options listed.

The Applicant's description(s) is limited to no more than two typed pages. Note: Although the online Application system allows for more than two pages, any portion of the description that is beyond two pages will not be considered.

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

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

The Applicant's description(s) is limited to no more than two typed. Note: Although the online Application system allows for more than two pages, any portion of the description that is beyond two pages will not be considered.

D. Applicant Certification and Acknowledgement

The Authorized Principal Representative must execute the Applicant Certification and Acknowledgement form to indicate the Applicant's certification and acknowledgement of the provisions and requirements of the RFA.

**SECTION FIVE
SCORING AND SELECTION PROCESS**

A. Scoring the RFA

1. Determining Eligibility

Only Applications that meet all of the following Eligibility Items will be eligible for funding and considered for funding selection.

Eligibility Items
Submission Requirements Met*
Authorized Principal Representative information provided
Name of Applicant provided
Verification that no more than two Applications were submitted by the same Applicant entity
Evidence Applicant is a legally formed entity qualified to do business in Florida provided
Evidence that since February 1, 2018, or earlier, the Applicant is a Non-Profit organization under 501(c)(3) or 501(c)(4) of the IRC provided
For Community Residential Homes, evidence that since February 1, 2018, or earlier, the Applicant entity's primary mission includes serving Persons with Developmental Disabilities provided
For Supported Living Units, evidence that since February 1, 2018, the Applicant entity's primary mission includes providing housing or services for persons with developmental disabilities, persons with disabling conditions or persons with disabilities provided
Confirmation that Non-Profit Applicant entity owns at least 51% of ownership interest in Development provided
Confirmation that Non-Profit Applicant entity is receiving at least 50% of the Developer overhead provided
Name of Proposed Development provided
County where the proposed Development is or will be located provided
If demolition of existing Community Residential Home is involved, Tenant Relocation Plan is provided
If Supported Living Unit, Development Type provided
Whether the proposed Development is a Community Residential Home or Supported Living Units
If Supported Living Unit, question whether the Development is Shared Housing answered
If Shared Housing, total number of Residents that will be living in the proposed Development provided
If Supported Living Unit, total number of Units provided
Evidence of Site Control provided
Appropriate Zoning demonstrated
Availability of Water demonstrated
Availability of Sewer demonstrated
Applicant Certification and Acknowledgement form signed by Authorized Principal Representative
Description of Demographic Populations to Be Served provided
Verification of no recent de-obligations **
Minimum of 98 points achieved

* Submission Requirement

To be eligible for funding, the following submission requirements must be met: (i) the Application must be submitted online by the Application Deadline, and (ii) the required Application fee must be submitted as of the Application Deadline.

** Verification of no recent de-obligations

An Application will be deemed ineligible to be considered for funding if, as of the close of business the day before the Committee meets to make a recommendation to the Board, the Applicant has received an award of any funding from any RFA issued by Florida Housing Finance Corporation but such funding has been de-obligated by the Florida Housing Finance Corporation Board of Directors within the four years prior to this RFA Application Deadline, with the exception of de-obligations that resulted from the termination of the Multifamily Energy Retrofit Program (MERP) funding awarded through RFA 2015-115.

2. The following is a summary of the Items for which Points May Be Awarded:

Items for which Points May Be Awarded	Maximum Points	
	Community Residential Homes	Supportive Living Units
Bookmarking Attachments prior to submission	5	5
Non-Profit Advance Review	10	10
Operating/Managing Permanent Supportive Housing Experience	40	40
Access to Community-Based Services and Resources:	--	--
Private Transportation (in Community Residential Homes only)	24	--
Groceries, education, household shopping, employment	12	24
Specific healthcare/supportive service needs of intended Residents	24	25
Other Best Practices that will be implemented	--	12
Total Possible Points:	115	115

B. Selection Process

1. Sorting Order

All Applications may receive points up to the maximum outlined above. Applications that met all Eligibility 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:

a. Community Residential Homes Preference

Applications for Community Residential Homes will be listed above Applications for Supportive Living Units.

b. Qualifying Financial Assistance Preference

Applicants that can demonstrate use of cash loans, cash grants and/or cash on hand (“Cash Funding”) from local or other non-Corporation sources (all of which for purposes of this provision will be considered to be “Qualifying Financial Assistance”) will receive preference in the funding selection process if such sources are equal to at least 10 percent of the Applicants’ Base Award described in Section Four, A.9.a. of the RFA and/or those that meet the requirements because they have received a donation of land will be listed above Applications that do not demonstrate this amount. Cash Funding must be listed at question 10. of Exhibit A, and may include pending, approved, and received funding. If the Applicant qualifies for this preference and is awarded funding under this RFA, provide and maintain either (1) at least 10 percent of the Base Award within the permanent sources of financing, or (2) the donation of land within the parameters set forth in Section Four, A.10.b. of the RFA or the award will be withdrawn and/or the expense will not be paid or reimbursed out of the grant funding.

Note: In-kind donations, or other assets, waivers of any fees, and any funding from the Corporation are not considered Qualifying Financial Assistance although they can be used to help reduce costs in the construction of the proposed Development.

c. 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 Base Amount Award (without any of the qualifying funding add-ons).

Applications must have a Florida Job Creation score equal to or greater than 7.0 to qualify for the Florida Job Creation Ranking Preference.

- (1) The Corporation will calculate the Rate of Florida Job Creation using the following formula:

Number of Units x 3.298 Florida Jobs per Unit x \$1,000,000 / Base Amount Award = Florida Jobs per \$1 million in Grant funding.

Example A:

Application A consists of 1 new construction Community Residential Unit (with 6 Residents) having a Base Award Amount of \$450,000.

$1 \times 3.298 \times 1,000,000 / 450,000 =$ Florida Job Creation score of 7.33.

(2) In the above example, Application A will qualify for the Job Creation Preference because they each have a Florida Job Creation score that is equal to or more than 7.0.

d. Lottery

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

2. Funding Available: \$4,000,000 in Grant Funding

3. 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.

Note: If an Application is selected for funding because it meets the 90% Funding Test but could not be fully funded, the Applicant will be required to demonstrate in credit underwriting that it can secure enough sources to pay for all expenses.

4. County Award Tally

All counties will be listed on two separate lists: The Community Residential Home County Award Tally and the Supported Living Unit County Award Tally.

As each Application proposing a Community Residential Home is selected for tentative funding, the county where the proposed Development is located will have one Application credited toward the Community Residential Home County Award Tally, with two exceptions

- The first Community Residential Home Applications selected for funding in Broward County, Miami-Dade County and Palm Beach County will not count towards the County Award Tally. The second Application selected for funding in these counties, as well as all subsequent Applications selected in these counties will be applied towards the County Award Tally; and

- The County Award Tally will not be applied towards the first Intensive Behavior Community Residential Home Applications considered for funding in Lake County, Orange County, Osceola County and Seminole County. The County Award Tally will be applied towards the first non-Intensive Behavior Community Residential Home Application, second Intensive Behavior Community Residential Home Application, as well as all subsequent Applications considered in these counties.

As each Application proposing Supported Living Units is selected for tentative funding, the county where the proposed Development is located will have one Application credited toward the Supported Living Units County Award Tally.

In the funding selection process, all Community Residential Home Applications and Supported Living Unit Applications will be sorted together. Every county will have two different County Award Tallies – one for Community Residential Homes and one for Supported Living Units. The Corporation will prioritize eligible unfunded Applications that meet the Funding Test and have the lowest applicable County Award Tally above other eligible unfunded Applications with a higher County Award Tally that also meet the applicable Funding Test, even if the Applications with a higher County Award Tally are higher ranked. If there are multiple eligible unfunded Applications that have the lowest County Award Tally, the Corporation will select the highest ranking Application among them for tentative funding.

5. 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) the county has a County Award Tally that is less than or equal to all other eligible unfunded that also meet the 100% Funding Test.

If none of the eligible unfunded Applications meet the 100% Funding Test, then the remaining funding will be awarded to the highest scoring eligible unfunded Applications provided the Application (i) can meet the 90% Funding Test, and (ii) the county has a County Award Tally that is less than or equal to all other eligible unfunded Applications that also meet the 90% Funding Test.

If none of the unfunded eligible Applications meet the 90% Funding Test, any remaining funding will be distributed as approved by the Board.

6. Returned Funding

Any returned funding shall be distributed as approved by the Board.

SECTION SIX AWARD PROCESS

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

The Committee shall conduct at least one public meeting during which the Committee members may discuss their evaluations, select Applicants to be considered for award, and make any adjustments deemed necessary to best serve the interests of the Corporation's mission. The Committee will list the Applications deemed eligible for funding in order applying the funding selection criteria outlined in Section Five above and develop a recommendation or series of recommendations to the Board.

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 whom to award funding. Notwithstanding an award by the Board pursuant to this RFA, funding will be subject to a positive recommendation from the Credit Underwriter based on criteria outlined in the credit underwriting provisions in Rule Chapter 67-48, F.A.C.

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.

After the Board's decision to select Applicants for funding in this RFA has become final action, the Corporation shall offer all Applicants within the funding range an invitation to enter credit underwriting. The Corporation shall select the Credit Underwriter for each Development.

Exhibit A to RFA 2023-105 Financing to Build Smaller Permanent Supportive Housing Properties for Persons with Developmental Disabilities

Unless stated otherwise, all information requested pertains to the Development proposed in this Application upon completion. **The Applicant should read Section Four of this RFA to find additional guidance in answering questions.**

Section 4.A.1. Review of Attachments

Provide all attachments as required pursuant to the RFA. If it is determined that the Attachments do not meet the RFA requirements or the Applicant submitted materially incorrect information in the Application, the Corporation may take any or all of the following actions, even if the Application was not selected for funding, was deemed ineligible, or was withdrawn: deem the Application ineligible, rescind the award, and consider all Principals of the Applicant to have made a material misrepresentation subject to Section 420.518, F.S.

Section 4.A.2 Demographic Commitment

In Supported Living Units that consist of non-Shared Housing Units, the lesser of three non-Shared Housing Units or 50 percent of the non-Shared Housing Units in the proposed Development shall serve Persons with Developmental Disabilities as Permanent Supportive Housing. In Community Residential Homes and Supported Living Units that consist of Shared Housing, each Bedroom shall serve Persons with Developmental Disabilities as Permanent Supportive Housing, with the exception of possible on-site suites for the caregiver or family, as further described in Section Four, A.7.b.(1)(c) of the RFA.

Demographic Commitment:

Persons with Developmental Disabilities

Section 4.A.3 Applicant and Contact Information

a. Applicant

(1) Name of Applicant:

No more than two Applications may be submitted by the same Applicant entity.

(2) Provide the required documentation to demonstrate that the Applicant is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline as Attachment 1.

(3) Evidence that the Applicant qualifies as a Non-Profit Applicant

(a) Provide the IRS determination letter demonstrating that the Applicant entity has been a Non-Profit organization under 501(c)(3) or 501(c)(4) of the IRC since February 1, 2018, or earlier as **Attachment 2**.

(b) Provide the documentation demonstrating the Applicant entity's primary mission meets the requirements outlined in Section Four, A.3.b.(3)(b) or the the Non-Profit Advance Review Checklist received from the Corporation as **Attachment 2**.

(c) Advance Review of Non-Profit Qualifications (10 points)

If the Non-Profit Advance Review Checklist is provided as Attachment 2 and meets the requirements outlined in the RFA, the Application will be awarded 10 points.

(d) Does the Applicant entity consist of both Non-Profit and for profit entities?

<select one> Applicants that state "No" are stating that the Applicant is a 100% Non-Profit Applicant.

If Yes, answer questions (i) and (ii) below.

(i) Does the Non-Profit Applicant entity own at least 51 percent of the ownership interest in the Development?

<select one>

(ii) Will the Non-Profit Applicant entity receive at least 50 percent of the Developer overhead?

<select one>

Exhibit A to RFA 2023-105 Financing to Build Smaller Permanent Supportive Housing Properties for Persons with Developmental Disabilities

b. Contact Person

(1) Authorized Principal Representative contact information (required)

First Name:	<input type="text"/>	Middle Initial:	<input type="text"/>
Last Name:	<input type="text"/>		
Organization:	<input type="text"/>		
Street Address:	<input type="text"/>		
City:	<input type="text"/>		
State:	<input type="text" value="<select one>"/>		
Zip Code:	<input type="text"/>		
Telephone (xxx)xxx-xxxx:	<input type="text"/>	Telephone Extension:	<input type="text"/>
Email Address:	<input type="text"/>		

(2) Operational Contact Person Information (optional)

First Name:	<input type="text"/>	Middle Initial:	<input type="text"/>
Last Name:	<input type="text"/>		
Organization:	<input type="text"/>		
Street Address:	<input type="text"/>		
City:	<input type="text"/>		
State:	<input type="text" value="<select one>"/>		
Zip Code:	<input type="text"/>		
Telephone (xxx)xxx-xxxx:	<input type="text"/>	Telephone Extension:	<input type="text"/>
Email Address:	<input type="text"/>		

Exhibit A to RFA 2023-105 Financing to Build Smaller Permanent Supportive Housing Properties for Persons with Developmental Disabilities

**Section 4.A.4
General Proposed Development Information**

a. Name of the proposed Development:

b. Indicate the county where the proposed Development is or will be located:

Is the Application in South Florida (Broward, Miami-Dade, Palm Beach Counties)?

c. All Applicants must commit to New Construction. Does the proposed Development involve demolition?

If "Yes", the Maximum Eligible Funding Award Amount will be increased by \$15,000 and choose one of the following.

- (1) The existing structure is not an occupied, existing Community Residential Home or Supported Living Unit.
- (2) The existing structure is an occupied, existing Community Residential Home that will be demolished in order to build a new Community Residential Home that is better able to serve the needs of existing Residents. This will require a Tenant Relocation Plan.

d. Address of Development Site

Street Address or closest designated intersection:

City of Development Site*:

**If the proposed Development is located in the unincorporated area of a county, provide that information.*

e. Indicate whether the proposed Development is a Community Residential Home or whether it consists of Supported Living Units.

If proposing a Community Residential Home, will the Community Residential Home qualify as an Intensive Behavior Community Residential Home as described in Section Four, A.4.e. of the RFA?

If "Yes", provide, as **Attachment 3**, the Provider Status for Behavior Focus and Intensive Behavior Residential Habilitation document signed by the Agency for Persons with Disabilities.

f. If Supported Living Units, indicate the number of units for each applicable Development Type of the proposed Development.

Supported Living Unit Development Types:	Enter the applicable number of units	Total number of Units
Single Family*		
Duplex		
Triplex		
Other small complex of four units		
Other small complex of five units		
Other small complex of six units		

*If the Development Type of Single Family is selected, the proposed Development may only consist of one Single Family unit.

g. Is the Applicant proposing to develop Shared Housing, as defined in Exhibit B?

Exhibit A to RFA 2023-105 Financing to Build Smaller Permanent Supportive Housing Properties for Persons with Developmental Disabilities

- h.** If the proposed Development is a Community Residential Home or if the proposed Development is a Supported Living Unit(s) that is Shared Housing, how many total Residents, as defined in Exhibit B, will be living in the proposed Development?

- i.** State how many total Units are in the proposed Development. _____

Section 4.A.5 Set-Aside Commitments

Set-Aside Commitments requirements are stated in Section Four, A.5. of the RFA.

Section 4.A.6 Readiness to Proceed

- a.** Site Control
Provide the required Site Control documentation as **Attachment 4**.
- b.** Ability to Proceed
- (1) Provide the required documentation to demonstrate appropriate zoning as **Attachment 5**.
 - (2) Provide the required documentation to demonstrate availability of water as **Attachment 6**.
 - (3) Provide the required documentation to demonstrate availability of sewer as **Attachment 7**.

Section 4.A.7 Required Design and Construction Features

Required Design and Construction Features requirements are stated in Section Four, A.7. of the RFA.

Section 4.A.8 Resident Community-Based Services Coordination

Resident Community-Based Services Coordination requirements are stated in Section Four, A.8. of the RFA.

Exhibit A to RFA 2023-105 Financing to Build Smaller Permanent Supportive Housing Properties for Persons with Developmental Disabilities

Section 4.A.9 Calculating the Maximum Eligible Funding Award Amount

To calculate the Maximum Eligible Funding Award Amount, enter the following information as described in Section Four, A.8. of the RFA.

a.	Enter the eligible Base Award:		\$	-
	<u>PLUS</u>			
b.	Funding for Predevelopment and Credit Underwriting Costs:	+	\$	-
	<u>PLUS</u>			
c.	Demolition amount, if applicable	+	\$	-
	<u>PLUS</u>			
d.	South Florida Large County Boost amount, if applicable	+	\$	-
	<u>PLUS</u>			
e.	Funding for permanent, standby generator boost:	+	\$	-
	<u>EQUALS</u>			
f.	Maximum Eligible Funding Award Amount: (a. + b. + c. + d. + e.)	=	\$	-

Section 4.A.10 Qualifying Financing Assistance Preference

a. Qualifying through Cash Funding

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

(1)	The Applicant has received* the following amount to be used as a source of funding for the proposed Development			
	<u>PLUS</u>			
(2)	The following amount is an approved* source to be used as a source of funding for the proposed Development	+		
	<u>PLUS</u>			
(3)	The following amount is a pending* source to be used as a source of funding for the proposed Development	+		
	<u>EQUALS</u>			
(4)	The total amount of Cash Funding is (1)+(2)+(3)	=	\$	-

If the amount in (4) is equal to at least 10 percent of the Applicants' Base Award Amount, the Applicant will receive preference in the funding selection process. If the Applicant qualifies for this preference and is awarded funding under this RFA, provide and maintain at least 10 percent of the Base Award within the permanent sources of financing or the award will be withdrawn.

*Received Cash Funding represents funding that the Applicant has collected and either deposited or used to pay for acquisition pursuant to Section Four, A.4.c. 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 qualifies for this preference and is awarded funding under this RFA, provide and maintain at least 10 percent of the Base Award within the permanent sources of financing or the award will be withdrawn.

b. Qualifying through Donation of Land

Does the Application qualify for the Qualifying Financial Assistance Preference by meeting the requirements stated in Section Four for Donation of Land by a Local Government?

<select one>

Exhibit A to RFA 2023-105 Financing to Build Smaller Permanent Supportive Housing Properties for Persons with Developmental Disabilities

Does the Application qualify for the Qualifying Financial Assistance Funding Preference?

No

Exhibit A to RFA 2023-105 Financing to Build Smaller Permanent Supportive Housing Properties for Persons with Developmental Disabilities

**Section 4.B.1.
Verifying Application Fee Payment**

To ensure that the Application Fee is processed for the correct online Application, the following is strongly recommended: (i) provide the Application Fee at least 48 hours prior to the Application Deadline; and (ii) whether paying by check, money order, ACH or wire transfer, include the Development Name, RFA number with the payment. Additionally, include the following:

- If submitting a check or money order, provide the check or money order number.
- If submitting an ACH, provide the trace number.
- If submitting a wire transfer, provide the wire service reference number (i.e. Fed/CHIPS/SWIFT Reference Number) and the Fed Wire Transfer Number.

**Section 4.B.2.
Bookmarking the all Attachments Document before uploading (5 points)**

To be awarded 5 points, bookmark the pdf of the All Attachments Document before uploading.

**Section 4.B.3.
Addenda**

Use the space below to provide any additional information or explanatory addendum for items in the Application. Please specify the particular item to which the additional information or explanatory addendum applies.

Exhibit A to RFA 2023-105 Financing to Build Smaller Permanent Supportive Housing Properties for Persons with Developmental Disabilities



Exhibit A to RFA 2023-105 Financing to Build Smaller Permanent Supportive Housing Properties for Persons with Developmental Disabilities

**Section 4.C
Narrative Scoring**

The Narrative Scoring section is available in a separate document in Microsoft Word. This document must be downloaded from the RFA Webpage, then completed and uploaded as part of the Application Package described in Section Three of the RFA.

Exhibit A to RFA 2023-105 Financing to Build Smaller Permanent Supportive Housing Properties for Persons with Developmental Disabilities

Applicant Certification and Acknowledgement

- A. The Applicant acknowledges and certifies that the following information will be provided by the due date outlined below, or as otherwise outlined in the invitation to enter credit underwriting. Failure to provide the required information by the stated deadline may result in the withdrawal of the invitation to enter credit underwriting, unless an extension is approved by the Corporation.
1. Within seven Calendar Days of the date of the invitation to enter credit underwriting, respond to the invitation by accessing the development work center through the Procorem secure portal. The Corporation will then submit the credit underwriting fee and deduct the expense from the Maximum Eligible Funding Award Amount as outlined in Section Four, A.8. of the RFA.
 2. Within 14 Calendar Days of the date of the invitation to enter credit underwriting, if requested by the Corporation, Applicants shall submit IRS Tax Information Authorization Form 8821 for all Financial Beneficiaries to the Corporation.
 3. Within two months of the date of the invitation to enter credit underwriting, either provide a Transaction Screen Process (TSP) report in accordance with ASTM Practice E 1528 standards or Phase I Environmental Site Assessment for the entire Development site as further explained in Part I, Item C.3 of Exhibit C.
 4. Within 21 Calendar Days of the date of the invitation to enter credit underwriting, 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, 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 and Roads) forms (Form Rev. 07-22) 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 or roads) is available to the proposed Development.
- B. By submitting this RFA, the Applicant acknowledges and certifies that all requirements of the RFA and commitments made by the Applicant will be provided for the proposed Development and its Residents. Failure to do so shall result in the withdrawal of the invitation to enter credit underwriting:
1. All requirements set forth in the RFA and all commitments made by the Applicant will be met;
 2. The proposed Development will meet all state building codes, including the 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, including the Affirmative Fair Housing Marketing Plan; Violence Against Women Act Reauthorization Act of 2013; Section 504 of the Rehabilitation Act of 1973; and the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35; incorporating the most recent amendments, regulations and rules.
 3. The information set forth in Exhibit C will be provided within the timeframes prescribed by the Corporation and/or the Credit Underwriter;
 4. The Applicant acknowledges that any funding preliminarily secured by 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;
 5. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees requested or required by the Corporation or Credit Underwriter;
 6. 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;
 7. 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 Supportive Housing provided through this RFA. The Corporation is interested in collecting evidence to demonstrate the extent to which these Developments meet expected outcomes;
 8. All awardees may be subject to compliance monitoring visits during the affordability period;

Exhibit A to RFA 2023-105 Financing to Build Smaller Permanent Supportive Housing Properties for Persons with Developmental Disabilities

Applicant Certification and Acknowledgement

9. The Applicant developing Community Residential Homes shall commit to license the Community Residential Home for six or fewer Residents for the entire affordability period. The Applicant shall submit a hard copy of the facility's license to the Corporation within 30 Calendar Days from the date the license is issued by the licensing agency. The Applicant shall also submit all subsequent renewal Community Residential Homes facility licenses to the Corporation with each annual Continuing Program Compliance self-certification submitted. A current license shall be available on-site for compliance monitoring visits during the affordability period;
10. 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;
11. 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;
12. The Applicant's commitments will be included in the Restrictive Covenant and Grant Agreement and must be maintained in order for the Development to remain in compliance, unless the Board approves a change;
13. No more than two Applications can be submitted from the same Applicant entity. The Applicant understands that if more than two Applications are submitted from the same Applicant entity, all Applications submitted from that Applicant entity will be considered withdrawn, even if the Application(s) has been selected for funding and has entered into credit underwriting;
14. 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.;
15. The undersigned is authorized to bind all Financial Beneficiaries to this certification and warranty of truthfulness and completeness of the Application; and
16. The Corporation has included several warning messages throughout the Excel-based application to help alert an Applicant that there may be an issue with the data. This is a helpful guide but is not intended to be an all-inclusive list. Eligibility, points awarded, qualifications for goals, preferences, etc., are all solely determined by the criteria outlined in the RFA. If there are any inconsistencies between the Exhibit A and the RFA itself, such as formulas used in calculations or the warning messages, Applicants are instructed to rely solely on the RFA.

Under the penalties of perjury, I declare and certify that the Application for the proposed Development meets all applicable requirements of the RFA. I have read the foregoing and the information is true, correct and complete.

Signature of Authorized Principal Representative* _____

Title _____

*The Authorized Principal Representative must type their name indicating the acknowledgement and certification of these requirements.

Exhibit B - Definitions

“Affiliate”	Any person that, (i) directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Applicant or Developer, (ii) serves as an officer or director of the Applicant or Developer or of any Affiliate of the Applicant or Developer, (iii) directly or indirectly receives or will receive a financial benefit from a Development, excluding third-party lenders, third-party management agents or companies, third-party service providers, credit enhancers regulated by a state or federal agency, or contractors whose total fees are within the limit described in Exhibit C of the RFA, or (iv) is the spouse, parent, child, sibling, or relative by marriage of a person described in (i), (ii) or (iii) above.
“Bedroom”	A sleeping area of a Unit for one or two Residents with usable floor space that is under a ceiling which is not less than 7 feet, 6 inches in height. When determining usable floor space, an alcove or any other part of the room that does not have at least a 7-foot horizontal dimension shall be excluded. Bedrooms designated for two Residents shall have no less than 65 square feet of usable floor space per Resident, including closets.
“Best Practice”	A program, activity or strategy that has been field tested and has been shown to work effectively and produce successful outcomes and is supported by subjective and objective evaluation and research.
“Calendar Days”	The seven 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.
“Community Residential Home”	Per section 419.001, F.S., means a dwelling Unit licensed to serve Residents who are clients of the Agency for Persons with Disabilities, which provides a living environment for unrelated Residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the Residents. For the purpose of this RFA, Community Residential Homes shall be limited to homes serving no more than six Residents and shall be licensed by the Agency for Persons with Disabilities pursuant to section 393.067, F. S., and section 65G-2.012, F.A.C.
“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, F.S.
“Development Cost”	The total of all costs incurred in the completion of a Development excluding Developer overhead and total land cost.
“Intermediate Care Facilities for the Developmentally Disabled”	A residential facility licensed and certified in accordance with state law, and certified by the Federal Government, pursuant to the Social Security Act, as a provider of Medicaid services to persons who have developmental disabilities.
“Non-Profit”	A qualified non-profit entity as defined in Section 42(h)(5)(C), subsection 501(c)(3) and 501(c)(4) of the IRC and organized under Chapter 617, F.S., if a Florida Corporation, or organized under similar state law if organized in a jurisdiction other than Florida, to provide housing and other services on a not-for-profit basis, which owns at least 51 percent of the ownership interest in the Development held by the general partner or managing member entity, which shall receive at least 50 percent of the Developer overhead, and which entity is acceptable to federal and state agencies and financial institutions as a sponsor for affordable housing. A Non-Profit entity shall own an interest in the Development, either directly or indirectly; shall not be affiliated with or controlled by a for-profit Corporation; and shall materially participate in the development and operation of the Development throughout the total Compliance Period as stated in the Restrictive Covenant and Grant Agreement.
“Permanent Supportive Housing”	For purposes of this RFA, affordable rental housing that is leased for continued occupancy for as long as the tenant complies with lease requirements, or in the case of respite care, for as long as the tenant complies with the lease/contract requirements. The lease/contract shall have no limits on length of tenancy related to the provision or participation in supportive services. Permanent Supportive Housing shall facilitate and promote activities of daily living, access to community-based services and amenities, and inclusion in the general community. Permanent Supportive Housing shall strive to meet the needs and preferences of the focus households.
“Person with a Developmental Disability”	Means a person with a developmental disability as provided in section 393.063(9), F.S., with a disorder or syndrome that is attributable to intellectual disability, cerebral palsy, autism, spina bifida, Down syndrome, Phelan-McDermid syndrome, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.

“Principal”

Means:

(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.

“Resident”

Person living in the Unit who is a Person with a Developmental Disability.

“Restrictive Covenant and Grant Agreement”

An agreement which sets forth the set-aside requirements and other Development requirements under a Corporation program.

“Scattered Sites”

As applied to a single Development, means a Supported Living Unit Development site that, when taken as a whole, is comprised of real property that is not contiguous (each such non-contiguous site within a Scattered Site Development, a “Scattered Site”). For purposes of this definition “contiguous” means touching at a point or along a boundary. Real property is contiguous if the only intervening real property interest is an easement, provided the easement is not a roadway or street. Each Unit of a proposed Supported Living Unit Scattered Site Development must be in the same county and within a five mile radius of the other Units in the proposed

Development. For purposes of this RFA, a proposed Development consisting of a Community Residential Home cannot be Scattered Sites.

“Services Coordination”	A process of organizing services to assist clients access their needed and entitled services by identifying service needs and potential providers, serving as the bridge between multiple service organizations, advocating on behalf of clients, and evaluating the services provided.
“Shared Housing”	A rental dwelling unit that is shared by Persons with Developmental Disabilities who are not related or significant others. Each Resident must have non-exclusive access to shared living space, consisting at a minimum of a kitchen and a living/dining area. Each Resident in a Shared Housing Unit shall sign a separate lease and shall be considered a separate household for the purposes of determining compliance with set-aside commitments, income eligibility, and rent payments.
“Supported Living Services”	The provision of supports necessary for a Person with Developmental Disabilities, who is at least 18 years old, to establish, live in and maintain a home of their choosing in the community. This includes supported living coaching and other supports. These services may include assistance with locating appropriate housing, the acquisition, retention or improvement of skills related to activities of daily living such as personal hygiene and grooming, household chores, meal preparation, shopping, personal finances, and the social and adaptive skills necessary to enable persons to reside on their own. For the purposes of this RFA, a person’s eligibility to receive Supportive Living Services is determined by the Florida Agency for Persons with Disabilities.
“Supported Living Unit”	For the purposes of this RFA, a Supported Living Unit means a rental dwelling unit that is owned and operated by a, Non-Profit organization that operates and manages rental housing for the purposes of leasing at least 50 percent of the units to Persons with Developmental Disabilities who are determined by the Florida Agency for Persons with Disabilities to be eligible to receive Supported Living Services. The Supported Living Unit shall not be a licensed group home or facility, but shall have an approved housing setting survey as established per Rule 65G-5.004, F.A.C. It shall not be owned by an organization that provides community-based supportive services to Persons with Developmental Disabilities. If Shared Housing, each Resident must have their own bedroom that has a locking door.
“Total Development Cost”	The total of all costs incurred in the completion of a Development, all of which shall be subject to the review and approval by the Credit Underwriter and the Corporation pursuant the RFA.

“Unit”

A single-family home or one set of living quarters in a duplex, triplex, quadraplex, or apartment property. Units are those in which the occupants live separately from any other persons in the building and which have direct access from the outside of the building or through a common hall. The occupants may be a family, one person living alone, or any other group of related or unrelated persons who share living arrangements. For this RFA, Units may contain one or more separate Bedrooms rented separately by non-related persons, and a Community Residential Home is considered to be a Unit.

“Visitability”

Housing designed in such a way that it can be lived in or visited by people who are mobility impaired. This includes the ability of people with a mobility aid to easily enter a home and move from room to room, including at least one bathroom on an accessible level.

Exhibit C - Credit Underwriting and Program Requirements

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

After the Board's decision to select the Applicant(s) for funding has become final action, the Corporation will send all successful Applicants an invitation to credit underwriting.

A. Timeline

1. Within seven Calendar Days of the date of the invitation to enter credit underwriting, respond to the invitation by accessing the development work center through the Procorem secure portal. The Corporation will then submit the credit underwriting fee and deduct the expense from the Maximum Eligible Funding Award Amount as outlined in Section Four, A.9. of the RFA.
2. Within 14 Calendar Days of the date of the invitation to enter credit underwriting, submit the following:
 - (a) IRS Tax Information Authorization Form 8821 for all Financial Beneficiaries to the Corporation, if requested; and
 - (b) A Development Location Point stated in decimal degrees, rounded to at least the sixth decimal place. 30.443900, -84.283960 is an example of decimal degrees format, represented to six decimal places.
3. Within 21 Calendar Days of the date of the invitation to enter credit underwriting, submit the following:
 - (a) 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, 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 and Roads) forms (Form Rev. 07-22) 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 or roads) is available to the proposed Development.
4. Within two months of the date of the invitation to enter credit underwriting, provide 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 Credit Underwriter, 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 Credit Underwriter to become part of the scope of work. If remediation and/or abatement is not adequately addressed or if the cost of its implementation is prohibitive within the scope of the Development, the funds will be de-obligated.

5. Within 12 months after the Applicant is invited to enter credit underwriting, the firm commitment must be issued. Unless an extension has been approved by the Corporation, failure to achieve issuance of a firm commitment by the specified deadline shall result in withdrawal of the preliminary commitment. Applicants may request one extension of up to 6 months to secure a firm commitment. All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting the extension and shall detail the time frame to achieve a firm commitment. In determining whether to grant an extension, the Corporation shall consider the facts and circumstances of the Applicant's request, inclusive of the responsiveness of the Development team and its ability to deliver the Development timely. If the Corporation 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 the Applicant's request, 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 initial 12 month deadline is approved. If, by the end of the extension period, the Applicant has not received a firm commitment, then the preliminary commitment shall be withdrawn.
 6. The grant funding must close within 120 days of the date of the firm commitment. Unless an extension is approved by the Corporation, failure to close the grant by the specified deadline shall result in the firm commitment being deemed void and the funds shall be de-obligated. Applicants may request one extension of the closing deadline outlined above for a term of up to 90 days. All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting an extension and shall detail the time frame to close the grant(s). The Corporation 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 the Corporation 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, 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 initial 120 day deadline is approved.. In the event the funding does not close by the end of the extension period, the funds will be de-obligated.
- B. The Credit Underwriter will provide an itemized list for additional documentation needed to complete the credit underwriting report such as the following:
1. Applicants intending to have the Development operate as a Community Residential Home will be required to demonstrate that they are or will adhere to licensing

standards by the Florida Agency for Persons with Disabilities related to Community Residential Homes.

2. The Applicant shall submit its Resident community-based services coordination plan at credit underwriting, subject to the criteria provided in this RFA. If the Applicant intends to provide Resident community-based services coordination in conjunction with public and/or private partnerships, the coordination and plan must be approved by the Corporation prior to approval of the final credit underwriting report.
 3. To ensure assistance to those Residents that are receiving community-based services coordination through another program or agency, as well as to ensure assistance to those Residents who need additional service coordination, the provider of this Resident service shall also provide, at credit underwriting, information demonstrating its mission, qualifications, experience, agreements and/or contracts with state and federal supportive services programs, professional staffing and experience in serving the intended Residents.
 4. If developing a Community Residential Home, the Applicant shall submit a hard copy of the facility's license to the Corporation within 30 Calendar Days from the date the license is issued by the licensing agency.
 5. If the Applicant qualifies for the Qualifying Financial Preference by demonstrating cash funding and is awarded funding under this RFA, provide and maintain at least 10 percent of the Base Award within the permanent sources of financing or the award will be withdrawn. If the Applicant qualifies for the Qualifying Financial Preference through the donation of land and is awarded funding under this RFA, the Applicant will not receive any Corporation funding towards the cost of the land.
- 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 Grant Funding amount, as applicable. Corporation funding where property acquisition is involved will be based on an appraisal of comparable developments and other documents evidencing justification of costs. As part of the credit underwriting review, the Credit Underwriter will consider the applicable provisions of the credit underwriting and program requirements outlined in this RFA.

- A. 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 an invitation to enter credit underwriting. The Corporation shall select the Credit Underwriter for each Development.
- B. The invitation to enter credit underwriting constitutes a preliminary commitment for the Grant Funding.
- C. A response to the invitation to enter credit underwriting must be received by the Corporation and the Credit Underwriter not later than seven 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.
- D. 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.
- E. In determining whether or not to provide a positive recommendation in connection with a proposed Development, the Credit Underwriter will consider the prior and recent performance history of the Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and the General Contractor, as applicable, in connection with any other affordable housing development including but not limited to credit reports and bank references. The performance history shall consider instances involving a foreclosure, deed in lieu of foreclosure, financial arrearage, or other event of material default in connection with any affordable housing development or the documents governing financing or operation of any such development.

A negative recommendation may result from the review of:

1. An Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and the General Contractor, as applicable;
 2. Financial capacity of an Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and the General Contractor, as applicable; or
 3. Any other relevant matters relating to an Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and the General Contractor, as applicable, if, in the Credit Underwriter's opinion, one or more members of the Development team do not possess the ability to proceed.
- F. The Credit Underwriter shall report any inconsistencies, discrepancies or changes made to the Applicant's Application during credit underwriting.

- G. The Applicant will be responsible for all fees in connection with the documentation submitted to the Credit Underwriter.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. The Credit Underwriter may request additional information, but at a minimum, the following will be required during the underwriting process:
 - 1. 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 Calendar 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 RFA Webpage; and
 - 2. 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.

M. The Credit Underwriter shall consider the following when determining the adequacy of construction completion guarantees:

1. Liquidity of the Applicant and, if applicable, the guarantor(s);
2. Developer and, if applicable, General Contractor's history in successfully completing Developments of similar nature;
3. Problems encountered previously with Developer or contractor; and
4. 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 1. through 4. in this subsection that it is needed.

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

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

O. The General Contractor, if applicable, must meet the following conditions:

1. Employ a Development superintendent and charge the costs of such employment to the general requirements line item of the General Contractor's budget;
2. 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;
3. Secure building permits and have them be issued in the name of the General Contractor;
4. Ensure that none of the General Contractor duties to manage and control the construction of the Development are subcontracted;
5. 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
6. Ensure that no construction cost is subcontracted to any entity that has common ownership or is affiliated with the General Contractor unless otherwise approved by the Board for a specific Development. With regard to said approval, the Board shall consider the facts and circumstances of each Applicant's request, inclusive of construction costs and ownership interests in the Development.

- P. Contingency reserves are limited to the combined maximum hard and soft cost contingencies. Hard costs are considered to be actual construction costs and hard cost contingencies are limited to 5 percent of any new construction costs provided within the actual construction cost category. Soft costs are considered to be general development costs and soft cost contingencies are limited to 5 percent of the total general development costs category. These limited contingency reserves may be included within the Total Development Cost for Application and credit underwriting purposes.
- Q. 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.
- R. 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 and for the firm commitment to be issued within 12 months 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.
- S. 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.
- T. The Credit Underwriter's grant recommendations will be sent to the Board for approval.
- U. The Corporation shall issue a firm grant commitment within seven Calendar Days after approval of the Credit Underwriter's recommendation for funding by the Board.
- V. At least five Calendar Days prior to any grant closing:
1. 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
 2. 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.

- W. All consulting fees and any financial or other guarantees required for the financing must be paid out of the Developer overhead. Consulting fees and any financial or other guarantees required for the financing cannot cause the Developer overhead to exceed the maximum allowable fee as set forth in Item N above.
- X. All contracts for hard or soft Development Costs must be itemized for each cost component.

Part III. Program Procedures and Requirements for Grant Funding

A. General Program Procedures:

1. An Applicant is not eligible to apply for or retain Grant Funding available under this RFA if the proposed Development has previously accepted an invitation to enter credit underwriting that has not been withdrawn by the Applicant or the Corporation as of Application Deadline, or the Development site or any part thereof is subject to any Restrictive Covenant and Grant Agreement, Land Use Restriction Agreement (LURA) or Extended Use Agreement (EUA), 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.
2. 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 grant 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 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.
3. 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.
4. An Applicant shall be ineligible for funding or allocation in any program administered by the Corporation for a period of time as determined in (3) below if:
 - a. 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:

- (1) Has been convicted of fraud, theft or misappropriation of funds;
 - (2) Has been excluded from federal or Florida procurement programs for any reason;
 - (3) Has been convicted of a felony in connection with any Corporation program; or
 - (4) Has offered or given consideration, other than the consideration to provide affordable housing, with respect to a local contribution.
- b. 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.
- c. 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.
5. 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.
6. 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.

7. Notwithstanding any other provisions of this RFA, the following items as identified by the Applicant in the Application of the RFA must be maintained and cannot be changed by the Applicant after the Application deadline unless provided otherwise below:
 - a. Development Category;
 - b. Development Type;
 - c. Demographic Commitment;
 - d. Funding Request Amount, exclusive of adjustments by the Corporation as outlined in this RFA;
 - e. Total number of units as set forth in the Application with the exception that the total number of units may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation. The increased units are subject to the Income Set-Aside Commitment and ELI Commitment as set forth in the RFA and Application; and
 - f. The Income Set-Aside Commitment and the ELI Commitment as set forth in the RFA and Application.

8. Total Development Cost includes the following (grant funding can be used towards these expenses):
 - a. 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;
 - b. The cost of site preparation, demolition (up to \$15,000), and development;
 - c. Fees in connection with the planning, execution, and financing of the Development, such as those of architects, engineers, attorneys, accountants, Developer overhead, and the Corporation;
 - d. The cost of studies, surveys, plans, permits, insurance, interest, financing, tax and assessment costs, and other operating and carrying costs during construction of the Development;
 - e. The cost of the construction and equipping of the Development. The cost of furniture and furnishings are not permitted;
 - f. 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;
 - g. Expenses in connection with initial occupancy of the Development;

- h. Allowances for contingency reserves; and
- i. The cost of such other items, including relocation costs, indemnity and surety bonds, premiums on insurance, and fees and expenses of depositories, for the construction of the Development.

B. Grant Funding:

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

1. Grant Funding Terms and Conditions:

- a. The Grant Funding shall be revocable if the Grant Funds were used for any purpose not permitted under the RFA or grant agreement or if the Grant Funds were awarded or disbursed to the Grantee based upon fraud or misrepresentation committed by the Grantee during the Compliance Period.
- b. The Grant Funding shall be serviced either directly by the Corporation or by the servicer on behalf of the Corporation.
- c. The Corporation shall monitor compliance of all terms and conditions of the Grant Funding and shall require that certain terms and conditions be embodied in the Restrictive Covenant and Grant Agreement and recorded in the public records of the county wherein the Development is located. Violation of any material term or condition of the documents evidencing or securing the Grant Funding shall constitute a default during the term of the grant. The Corporation shall take appropriate legal action to effect compliance if a violation of any material term or condition relative to the set-asides of units is discovered during the course of compliance monitoring or by any other means.
- d. The Corporation shall require adequate insurance to be maintained on the Development as determined by the Corporation or the Corporation's servicer, sufficient to meet the standards established in the Florida Housing Finance Corporation (FHFC) Insurance Guide (and as amended from time to time). The most recently published FHFC Insurance Guide is available on the Corporation's <http://www.floridahousing.org/data-docs-reports/insurance-guide> (also accessible by clicking [here](#)). With regard to required errors and omissions coverage for architects and engineers for any property with a value under \$1,000,000, the minimum coverage amount is \$500,000. Insurance will be reviewed at the time of credit underwriting and then certified by the Applicant annually thereafter.
- e. All Grant Funding shall be in conformance with applicable federal and state statutes, including the Fair Housing Act as implemented by 24 CFR Part 100 and Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, which is available on the RFA Webpage. The Corporation shall allow units dedicated to occupancy by the Elderly in a Development designed

for occupancy by elderly households pursuant to authorization by HUD under the Fair Housing Amendments of 1988 as implemented by 24 CFR Part 100.

- f. Rent controls for the Income and ELI Commitment Set-Aside units shall be restricted at the level applicable for federal competitive housing credits in accordance with Section 42 of the Internal Revenue Code. The Multifamily Rental Programs Rent Limits (updated each year) can be used to determine the maximum rents under this grant funding that may be charged for Units where an applicable utility allowance shall be deducted from these maximum amounts. The Florida Housing Rental Programs - MTSP Income and Rent Limits is available on the Corporation Webpage <https://www.floridahousing.org/owners-and-managers/compliance/rent-limits> (also accessible by clicking [here](#)).
- g. The documents creating, evidencing or securing the Grant Funding must provide that any violation of the terms and conditions described in this RFA, constitutes a default under the Grant Funding documents allowing the Corporation to accelerate its grant agreement and to seek any legally available remedies.
- h. The Compliance Period for a Development funded with Grant Funding shall be as stated in the RFA, but at a minimum, a period of time equal to 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 Grant Funding.
- i. If a guarantor(s) is considered necessary by the Credit Underwriter and unless and until a guarantor's obligations for Grant Funding are terminated as approved in writing by the Corporation or its servicer, the guarantor(s) shall furnish to the Corporation or its servicer financial statements as provided in Part II of this Exhibit (as the Corporation or its servicer may reasonably request).

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

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

3. 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, A.9.b.(5) of the RFA.

- c. If the Grant Funding is not assumed since the buyer does not meet the criteria for assumption, the Grant Funding shall be repaid from the proceeds of the sale in the following order of priority:
 - (1) Grant Funding amount originally awarded;
 - (2) Expenses of the sale; and
 - (3) If there will be insufficient funds available from the proposed sale of the Development to satisfy paragraphs (3)(a)-(b) above, the Grant Funding shall not be satisfied until the Corporation has received:
 - (a) 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;
 - (b) 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
 - (c) 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.

3. Grant Funding Construction Disbursements

- a. Grant proceeds shall be disbursed during the construction phase in an amount per Draw which does not exceed the ratio of the grant to the Total Development Cost, unless approved by the Credit Underwriter.
- b. Ten business days prior to each Draw, the Applicant shall supply the Corporation's servicer, as agent for the Corporation, with a written request executed by the Applicant for a Draw. The request shall set forth the amount to be paid and shall be accompanied by documentation specified by the

Corporation's servicer, including claims for labor and materials to date of the last inspection.

- c. The Corporation and its servicer shall review the request for a Draw, and the servicer shall provide the Corporation with approval of the request or an alternative recommendation.
- d. The Corporation shall disburse construction Draws through Automated Clearing House (ACH). The Applicant may request disbursement of construction Draws via a wire transfer. The Applicant will be charged a fee of \$10 for each wire transfer requested. This charge will be netted against the Draw amount.
- e. The Corporation shall elect to withhold any Draw or portion of any Draw, notwithstanding any documentation submitted by the Applicant in connection with the request for a Draw, if:
 - (1) The Corporation or the Corporation's servicer determines at any time that the actual cost budget or progress of construction differs from that as shown on the grant documents; or
 - (2) The percentage of progress of construction of the improvements differs from that shown on the request for a Draw.
- f. The servicer may request submission of revised construction budgets.
- g. Based on the Applicant's progress of construction, if the Corporation determines that further analysis by the Credit Underwriter is required prior to the release of the final Draw, the Applicant shall pay to the Credit Underwriter a fee based on an hourly rate determined pursuant to the contract between the Corporation and the Credit Underwriter.
- h. Retainage in the amount of 10 percent per Draw shall be held by the servicer during construction until the Development is 50 percent complete. At 50 percent completion, no additional retainage shall be held from the remaining Draws. Release of funds held by the Corporation's servicer as retainage shall occur pursuant to the Grant Funding agreement.

EXHIBIT D - Continuing Program Compliance

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

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

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

- A. Annually, the Applicant shall submit to the Corporation a Certificate of Continuing Program Compliance (CCPC).
 1. The CCPC form can be found on the Corporation's Website at <http://www.floridahousing.org/owners-and-managers/compliance/forms/> (also accessible by clicking [here](#)).
 2. The CCPC shall be signed by the owner representative.
 3. 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.
 4. 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.
- B. 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.
 1. The PR-1 form is on the Corporation's website at <http://www.floridahousing.org/owners-and-managers/compliance/forms> - see Appendix S.
 2. Instructions for completing the PR-1 are located on the Corporation's website at <http://www.floridahousing.org/owners-and-managers/compliance/forms> - see Appendix T.

3. 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.
 4. 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.
- C. The Applicant developing Community Residential Homes shall commit to license the Community Residential Home for six or fewer Residents for the entire compliance period. The Applicant shall submit a hard copy of the facility's license to the Corporation within 30 Calendar Days from the date the license is issued by the licensing agency. The Applicant shall also submit all subsequent renewal Community Residential Homes facility licenses to the Corporation with each annual Continuing Program Compliance self-certification submitted. A current license shall be available on-site for compliance monitoring visits during the compliance period.

