



HOUSING FINANCE & COMMUNITY REDEVELOPMENT DIVISION

**REQUEST FOR PROPOSALS
FOR**

**MULTIFAMILY RENTAL NEW CONSTRUCTION AND/OR
PRESERVATION PROGRAM**

Fiscal Year 2019

**Issued: Monday, October 1, 2018
Deadline: Friday, November 16, 2018
12:00 PM**

APPLICATION/PROPOSAL PROCESS TIMELINE

PHASE ONE – Window of Opportunity for Assistance

- | | |
|--|--|
| a. NOFA/Request for Proposals | October 1, 2018 |
| Email all questions to Angela M. Chin at achin@broward.org | October 1, 2018 – November 15, 2018
5:00 PM |
| b. <u>Cone of Silence</u> : Evaluation Committee, Board of County Commissioners and staff, County Administration and/or affected persons | October 1, 2018 through February 2019
(or until the Broward County Board of County Commissioners Meeting) |

PHASE TWO – Deadline for Applications/Proposals

- | | |
|--|--|
| a. Deadline for Submission of Applications/Proposals: One (1) original clearly marked original, five (5) copies, and one additional electronic copy on a USB flash drive | November 16, 2018
12:00 noon |
| b. Public Opening of Submissions to be held at 110 NE 3 rd Street, Room 201 Fort Lauderdale, Florida 33301 | November 16, 2018
2:00 PM - 4:00 PM |

PHASE THREE – Review, Evaluation & Recommendation Process

- | | |
|--|--------------------------------------|
| a. Staff Review of Applications/Proposals | November 19, 2018— November 30, 2018 |
| b. Evaluation Committee Review of Applications/Proposals | December 3, 2018 – December 14, 2018 |
| c. Scoring of Applications & Recommendations | December 17, 2018 |
| d. Board of County Commissioners (BOCC) Meeting/Selection of Project(s). | February 2019 |

PHASE FOUR – Agreement Contracting Process

To be Completed on or before June 1, 2019

PHASE FIVE – Source of Funds. These funds require the use of non-County revenue sources to leverage GAP Financing; Projects that have received tax-exempt bonds, tax credit financing through the Housing Finance Authority (HFA) of Broward County and/or Florida Housing Finance Corporation (FHFC), and/or land contribution by Broward County within the last three (3) years are not eligible to apply.

****ALL DATES ARE SUBJECT TO CHANGE****

MULTI-FAMILY RENTAL NEW CONSTRUCTION AND/OR PRESERVATION PROGRAM

FY 2019 RFP PROCESS

APPLICATION PROCESS INSTRUCTIONS

**MULTI-FAMILY RENTAL NEW CONSTRUCTION & PRESERVATION PROGRAM
TABLE OF CONTENTS**

ITEM	PAGE
1. Agency Cover Sheet Funding Request Summary	5
2. Purpose for this Solicitation	6
3. Fatal Flaw Checklist	7
4. Statement of Work	8
5. Terms of Agreement	8
6. Who May Apply	8
7. Contact Persons	8
8. Estimated Project Schedule (Milestones)	9
9. Review Process and Criteria for Selection	9
10. General Program Requirements	9
11. Article 8. Insurance	10
12. County Business Enterprise	12
13. Strategy Description: Multifamily Rental New Construction and/or Preservation	12
14. Technical Proposal Format	14
15. Rating Tool	16
Exhibits:	
Exhibit 1: Broward County 2018 Income Category Chart	17
Exhibit 2: Insurance Requirements	18
Appendices	
Appendix A. Three Year Financial History Form	19
Appendix B. Sources of Funds	20
Appendix C. Operating Statement Pro Forma	29
Appendix D. General Project Requirements	37
Appendix E. Agency Certification	40
Required Attachments & Documents for Application	
Section I	
Attachment A. Financial Statements	41
Attachment B. Certificate of Corporation	42
Attachment C. IRS Form 501 (c)(3)	43
Attachment D. Public Entities Crime Affidavit	44
Attachment E. Drug Free Workplace Certification	46
Attachment F. Client Non-Discrimination Policy	48
Attachment G. County Business Enterprise Policy	49
Attachment H. Americans with Disabilities Act Policy	50
Attachment I. Equal Employment Opportunity Policy	52
Attachment J. General Contractors License	53
Attachment K. Occupational License	54
Section II	
Resumes	55

**Housing Finance & Community Redevelopment Division
 FY 2019 RFP Process
 AGENCY COVER SHEET**

1. Section A. Funding Request Summary

1. Project Name	2. Project Type: New Construction ____ Preservation ____	3. Funding Source:	4. \$ Amount Requested:
-----------------	--	--------------------	-------------------------

Section B. Developer/Sponsor Information

6. Developer/Sponsor Legal Name:	
7. Main Administrative Address:	
8. City & State:	9. Zip Code:
10. Telephone Number:	11. Fax Number:
12. E-mail Address:	13. Web Site:
14. CEO/Executive Officer:	15. Office Phone Number:
16. Chief Financial Officer:	17. Office Phone Number:
18. Contact Person's Name	19. Phone Number including area code
20. Mailing Address, City, State, Zip Code, Email	
21. Type of Entity (check all that apply): <input type="checkbox"/> Private-For-Profit Corporation or Limited Partnership <input type="checkbox"/> Not-For-Profit	
22. (State) licensed to do business in Florida (Only units of government can check N/A) ____Yes ____No ____N/A.	
23. Federal Identification Number:	

Section C. Certification of Accuracy and Compliance

I do hereby certify that all facts, figures, and representations made in the application(s) are true and correct. Furthermore, all applicable statutes, terms, conditions, regulations and procedures for program compliance and fiscal control, including but not limited to, those contained in the Bid Solicitation and Core Contract will be implemented to ensure proper accountability of contracts. I certify that the funds requested in this application(s) will not supplant funds that would otherwise be used for the purposes set forth in this project(s) and are a true estimate of the amount needed to operate the proposed project(s). The filing of this application(s) has been authorized by the contracting entity and I have been duly authorized to act as the representative of the agency in connection with this application(s). I also agree to follow all Terms, Conditions, and applicable federal and state statutes.

 Print Authorized Official's Name

 Authorized Official's Title

 Authorized Official's Signature

 Date

2. Purpose for this Solicitation

The Affordable Housing Fund (AHF) Program provides funding for the construction and/or preservation of affordable multifamily rental units. Broward County's AHF is administered through Housing Finance and Community Redevelopment Division and provides funds as an incentive to create partnerships that produce and/or preserve affordable housing. The program was designed to serve very low, low and moderate-income families. The Housing Finance Authority (HFA) of Broward County issues bonds for developers to finance and develop affordable rental new construction projects within Broward County.

\$4,900,000 IS AVAILABLE TO BE SPLIT BETWEEN TWO (2) MULTI-FAMILY NEW CONSTRUCTION AND/OR PRESERVATION BOND ALLOCATION PROJECTS. NO MORE THAN \$2,450,000 PER PROJECT WILL BE ALLOCATED.

Funding Source	Strategy	Approximate Funding Available
AHF	Two (2) new construction and/or preservation multifamily rental projects.	\$4,900,000 <i>Minimum project size fifty (50) units</i>

Applications must be submitted by 12:00 PM (EST), FRIDAY, November 16, 2018 to:

**Broward County Housing Finance and Community Redevelopment Division
110 NE 3rd Street, 3rd Floor, Fort Lauderdale, FL 33301
Attn: Angela M. Chin, AICP, Program Development Section Manager**

**ALL APPLICATIONS RECEIVED AFTER 12:00 PM on FRIDAY, November 16, 2018
WILL BE DISQUALIFIED**

Submittal Requirements: Proposers shall submit One (1) original clearly marked original, five (5) copies, and one additional electronic copy on a USB flash drive.

3. **Fatal Flaw Checklist**

Failure to comply with or include any of the Required Items listed below that apply to the Applicant Agency's status (Non-Profit, For-Profit, etc.) will result in a Fatal Flaw and removal of the Proposal from further consideration of approval.

	Required Items	Yes	No
1.	The signed Proposal/Application was received by the due date and time.		
2.	The Original Proposal/Application contains an original signature on Agency Cover Sheet and Certification of Accuracy and Compliance.		
3.	Certificate of Corporation from the Secretary of State, State of Florida certified and dated by the Secretary of State within twelve (12) months of the due date of this Application. This Certificate must state on its face that the Developer/Sponsor is active. In the alternative the Developer/Sponsor may submit a printout from Corporations Online, www.sunbiz.org , Public Inquiry as Exhibit "A" dated within twelve (12) months of the due date of this Application, stating that Developer/Sponsor is active. Please note that a copy of the Articles of Incorporation or any similar document does not meet the requirements of this section. This provision is not applicable to units of government. Exhibit "A" (Units of government may check N/A).		

4. **Statement of Work**

The Housing Finance and Community Redevelopment Division (HFCRD) is requesting proposal submissions from qualified and responsive Developer/Sponsor who can demonstrate the requisite knowledge, experience, and technical expertise, organizational and financial capacity to perform services specified in this proposal. The proposal shall be responsive, consistent with the technical format outlined and the appropriate form(s) completed.

This **RFP** contains submission requirements, the scope of service, period of service, terms and conditions and other pertinent information for submitting a proper and responsive proposal. The **RFP** will be available on **Monday, October 1, 2018**, and can be downloaded from **HFCRD** website at: www.broward.org/housing.

The Developer/Sponsor should outline their proposal in such a way that the evaluation committee can clearly discern that the Developer/Sponsor understands the programmatic requirement and offers a plan for delivery of performance that is advantageous to the County and minimizes risk through overall quality and superior management.

5. **Terms of Agreement**

The term of the agreement will be negotiated upon selection and will include a minimum of a thirty (30) year affordable housing land use restriction; zero-interest thirty (30) years loan payable on sale or refinancing.

6. **Who May Apply**

Governmental entities, For-Profit organizations incorporated in the State of Florida, Community Housing Development Organizations (CHDO's), and Not-for-Profit organizations incorporated in the State of Florida with 501(c)(3) status.

7. **Contact Persons**

Norm Howard, nhoward@broward.org 954-357-4925 (Bond Allocation)
Manager

Angela M. Chin, AICP, achin@broward.org 954-357-4919
Program Development Section Manager

8. Estimated Project Schedule (Milestones)

Proposers shall provide a detailed project development schedule through completion that contains timeframe and performance benchmarks. Include all phases of the project, including acquisition, entitlement, design, construction, marketing, and tenant selection.

9. Review Process and Criteria for Selection

Staff will evaluate proposals received by the submittal deadline for completeness and to verify that both the applicant and the proposed project(s) respond to the requirements of this RFP. Proposals determined to be non-responsive will not be considered or evaluated.

All Proposals will be forwarded to the Evaluation Committee to review the submittals to ensure they are in compliance with the solicitation requirements and evaluate the submittals in order to make a recommendation to the Board of County Commissioners (BOCC) to award a contract. Proposals will be rated primarily in two parts consisting of a financial review and a technical project review. Factors which may be considered include but are not limited to: past performance of individual organizations, relevant experience and qualifications of organizations and staff.

The Appeal Process

All appeals must be in writing and addressed to Ralph Stone, Director, Housing Finance and Community Redevelopment Division at the same address as required by the Request For Proposals. All appeals must be based on the evaluation scoring criteria and the applicant must define the basis for the appeal. The Division Director will evaluate all appeals and provide a written response within 24-hours of receiving the appeals letter. The Division Director will not substitute his judgement for that of the Evaluation Committee (EC). The Director will limit his review to the points raised by any applicant in their written appeal. The Division Director's decision is final and will be reported to the Evaluation Committee.

Recommendation of the selected developer(s) will be submitted to the BOCC for final approval. Eligible Developer/Sponsor Selection Criteria listed on page 13 of this RFP.

10. General Program Requirements

Income Limits, Rent Limits and Affordability:

The Income and Rent Limits for the multi-family rental program is updated annually from the Department of Housing and Urban Development issuance and distributed by the Florida Housing Finance Corporation. Affordability means that monthly rent payments do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071 (19), (20) and (28), F.S. See page 17, Exhibit 1 for Broward County's 2018 Income Category Chart.

11. Article 8. Insurance

For the duration of the Agreement, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit 2 in accordance with the terms and conditions of this article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

Contractor shall ensure that "Broward County" is listed as an additional insured on all policies required under this article.

On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Contractor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

Contractor shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Contractor has been completed, as determined by Contract Administrator. Contractor or Insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Contractor shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

Contractor shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division. If Contractor maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit 2, County shall be entitled to any such broader coverage and higher limits maintained by Contractor. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Contractor.

Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit 2 and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor agrees to obtain same in endorsements to the required policies. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurer may acquire against County and agrees to obtain same in an endorsement of Contractor's insurance policies.

Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies.

In the event Contractor or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. Contractor shall not permit any Subcontractor to provide Services under this Agreement unless and until the requirements of this article are satisfied. If requested by County, Contractor shall provide evidence of each Subcontractor's compliance with this article.

If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date or at least fifteen (15) days prior to commencement of Services; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit 2, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date or at least fifteen (15) days prior to commencement of Services, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit 2.

**RISK MANAGEMENT'S INSURANCE REQUIREMENT EXHIBIT TEMPLATE TO BE
INCORPORATED INTO COUNTY CONTRACTS AS EXHIBIT 2**

BCF #101 (Rev. 07.01.2018)
RLI/RFP/Contract #_____

12. County Business Enterprise (“CBE”).

COUNTY BUSINESS ENTERPRISE (“CBE”). CBE is defined as a for-profit small business entity that meets eligibility criteria as outlined in the Business Opportunity Act of 2012. The CBE Program, which is implemented under COUNTY’s Business Opportunity Act of 2012, referred to as the “Act,” provides for the establishment and implementation of CBE participation goals, initiatives, and other opportunities for COUNTY contracts. To qualify as a CBE business, a firm must meet the criteria and eligibility requirements of Broward County’s CBE Program and must be certified by Broward County’s Office of Economic and Small Business Development.

COUNTY and DEVELOPER/SPONSOR agree that contractor and vendor awards to CBEs are crucial to the achievement of COUNTY’s CBE participation objectives. Although this Proposal does NOT have assigned CBE goals, DEVELOPER/SPONSOR agrees that wherever possible, every effort will be made to utilize the services of Broward County-certified CBE firms and DEVELOPER/SPONSOR shall include this provision in any subcontract it enters into pursuant to this Agreement.

For further information relative to CBE please contact:
Broward County Office of Economic and Small Business Development
115 South Andrews Avenue, Room A-680
Fort Lauderdale, FL 33301
Telephone: (954) 357-6400
Website: www.broward.org/smallbusiness

13. Strategy Description

Multifamily Rental New Construction and/or Preservation

Summary of the Strategy: The strategy is designed to expand affordable housing opportunities for renters for a thirty (30) year period by constructing a minimum of fifty (50) new and/or preservation of multifamily rental units to be occupied by income-eligible individual and/or families. Rental New Construction may accompany upgraded water and sewer supply systems; improved drainage; new road pavement; swales; sod; landscaping; and neighborhood signage.

Payment of all soft costs associated with the development, include, but are not limited to, preliminary and Final Plat Review, Engineering Service Charges, Recording Fees, Site Plan Review Fees, Minor Review Fees, Surface Water Licenses, Permits to Construct in Right-of-Way, Sewer and Water Installation Fee, Sewer and Water Plan Review, Waste Water License, Building Permits, Road Construction Agreement Review, Traffic Study/Action Plan Review, Environmental Impact Review, Surface Water Permits, Land Use Amendment Review, Septic Tank Permits, Well Permits, and Payment of school, road, park, police, fire, and water and sewer impact fees.

Hard costs are typically or customarily treated as construction costs by institutional lenders, or any other reasonable hard or soft costs associated or involved with the development or construction process, including land costs.

Eligible Developer/Sponsor Selection Criteria:

"Eligible Developer/Sponsor" means a person or a private or public for-profit, nonprofit, or government entity that applies for an award through the Request for Proposal process.

Eligible Developer/Sponsor shall provide evidence of organizational capacity; performance delivery plan; financial capacity and past experience as it pertains to constructing multifamily rental new construction units.

Organizational capacity identifies the Eligible Developer/Sponsor organizational ability to successfully complete the project by identifying and describing key staff position(s) and their line responsibilities. Key staff positions must include: a Florida Licensed General Contractor to oversee construction related activities, and an experienced project manager to assess the progress of the construction and provide monthly written progress reports to the County.

Provide a detailed description of your agency's approach to the elements of the development of affordable housing. Use charts, timelines or schedules to indicate major and critical identifiable tasks, duration and responsible staff or contractual position responsible for each task. Plan should be clear and evidence a logical structural flow.

Financial Capacity describes the financial soundness of the Eligible Developer/Sponsor; addressing the following: Is the Eligible Developer/Sponsor able to construct eighty percent (80%) of the project utilizing funds as outlined in the budget. Eligible Developer/Sponsor shall produce proof of the sources of funds as stated in the budget.

The remainder of this page is left blank intentionally

14. Technical Proposal Format

1. Detailed Project Description: Provide a brief narrative of the proposed project including project objectives, target population, major project characteristics, number and type of units relative to budget.
 - 1.1 Provide information on the following:
 - a) If the site is vacant, describe any prior known use.
 - b) If the building(s) is/are occupied will the project cause relocation of existing occupants? Please describe the relocation program and procedures or explain why relocation will not be required.
2. The project should include a minimum of fifty (50) units.
3. Organizational Capacity: Provide a brief narrative that demonstrates your Agency's organizational capacity to successfully complete the project. Identify and describe staff position(s) and their line responsibilities.
4. Performance Delivery Plan: Provide a detailed description of your agency's approach to the elements of the development of affordable housing. Use charts, timelines or schedules to indicate major and critical identifiable tasks, duration and responsible staff or contractual position responsible for each task. Plan should be clear and evidence a logical structural flow.
5. Financial Capacity: Provide a brief narrative of your Financial Capacity. See Three Year Financial History Form See Section I. Appendix A
6. Similar Projects: Provide a brief narrative with verifiable evidence of at least three (3) similar projects, inclusive of references. Project should be comparable in scope and complexity demonstrated with evidence of satisfactory performance. If a Developer/Sponsor has limited history, then submittal of Key personnel Resume shall be required detailing requisite experience and level of participating in the project as described in Strategy Description (see page 12).

COMPLETED PROJECTS					
Project Name	Reference Contact	Location	Project Type	No. Of Units	Year Completed

7. Project Budget: Complete Sources and Uses of Funds on page 19, with a budget narrative as an attachment that indicates that your agency proposed budget supports the scope of work performance.

8. County Business Enterprise (“CBE”): CBE is defined as a for-profit small business entity that meets eligibility criteria as outlined in the Business Opportunity Act of 2012. The CBE Program, which is implemented under County’s Business Opportunity Act of 2012, referred to as the “Act,” provides for the establishment and implementation of CBE participation goals, initiatives, and other opportunities for County contracts. To qualify as a CBE business, a firm must meet the criteria and eligibility requirements of Broward County’s CBE Program and must be certified by Broward County’s Office of Economic and Small Business Development. (The resulting Agreement from this Proposal, however, will NOT have assigned CBE goals for the utilization of eligible business).

County and Developer/Sponsor agree that contractor and vendor awards to CBEs are crucial to the achievement of COUNTY’s CBE participation objectives. Although this Proposal does NOT have assigned CBE goals, Developer/Sponsor agrees that wherever possible, every effort will be made to utilize the services of Broward County-certified CBE firms and Developer/Sponsor shall include this provision in any subcontract it enters into pursuant to this Agreement.

Provide a brief narrative that demonstrates your agency’s knowledge of Broward County Business Opportunity Act of 2012, policy, and outline a plan for utilization of CBE.

9. Green Building Techniques: Encourage Eligible Developer/Sponsor to incorporated green building techniques in the new construction and/or preservation of multifamily projects.

15. **RATING TOOL**

Multifamily Rental New Construction and/or Preservation

- | | | |
|----|----------------------------|-------------|
| 1. | Project Description | 5 Points |
| 2. | Number of units | 25 Points: |
| | 50 units | (15 Points) |
| | 60 units | (20 Points) |
| | 70 or more units | (25 Points) |
| 3. | Organizational Capacity | 10 Points |
| 4. | Performance Delivery Plan | 10 Points |
| 5. | Financial Capacity | 15 Points |
| 6. | Similar Projects | 10 Points |
| 7. | Project Budget | 15 Points |
| 8. | County Business Enterprise | 5 Points |
| 9. | Green Building Techniques | 5 Points |

TOTAL Possible Points - 100

Exhibit 1

**BROWARD COUNTY
2018 INCOME CATEGORY CHART**

**Broward County Median Income is \$65,700
(Effective April 1, 2018)**


<i>Number of Persons in Household</i>	<i>Percentage Category%</i>				
	50%	60%	80%	120%	140%
1	28,300	33,960	45,280	67,920	79,240
2	32,350	38,820	51,760	77,640	90,580
3	36,400	43,680	58,240	87,360	101,920
4	40,400	48,480	64,640	96,960	113,120
5	43,650	52,380	69,840	104,760	122,220
6	46,900	56,280	75,040	112,560	131,320
7	50,100	60,120	80,160	120,240	140,280
8	53,350	64,020	85,360	128,040	149,380
9	56,560	67,872	90,496	135,744	158,368
10	59,792	71,750	95,667	143,501	167,418

**Targeted Population: very-low (at or below 60% AMI)
low (at or below 80% AMI)
moderate (at or below 140% AMI)**

Exhibit 2

INSURANCE REQUIREMENTS

Project: Multi-Family Rental New Construction and/or Preservation Program
Agency: Housing Finance and Community Redevelopment Division

TYPE OF INSURANCE	ADD. INSD.	SHEE. W/VE	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> X CU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000	\$2,000,000
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, if applicable <i>Note: May be waived if no driving will be done in performance of services/project</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$1,000,000	
<input type="checkbox"/> POLLUTION LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Each Accident		
<input type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of: *Maximum Deductible:		
<input type="checkbox"/> Installation/floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible (Wind and/or Flood): *Maximum Deductible:	Not to exceed 5% of completed value \$10 k	Completed Value
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					
CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301			 Risk Management Division		

Appendix A

THREE YEAR FINANCIAL HISTORY FORM

Developer/Sponsor: _____

Measure	Year 1 (2015)	Year 2 (2016)	Year 3 (2017)
Total Current Assets			
Total Current Liabilities			
Receivables			
Net Income			
Annual Interest Expenses			
Earnings Before Interest & Taxes			
Net Fixed Assets			
Tangible Net Worth			
Profit Before Taxes			
Total Assets			

Signature of Authorized Representative: _____

Title of Authorized Representative: _____

Agencies should assume that all numbers represented will be subjected to verification.

Appendix B

SOURCES OF FUNDS

As an attachment, provide the following for each financial source currently in place to complete this project.

- Name, address, telephone number, contact person of lender or proposed lender
- Dollars amount requested including interest rate, terms, annual debt service
- Type of financing (e.g., conventional/subsidized loan, federal or private grant, deferred payment loan, equity, sweat equity, other-specify)
- Date funded, requested and expected and enforceable financing commitments (attach copy of commitment letters)

SOURCES OF FUNDS

FUNDS AMOUNT	SOURCE	TERMS AND CONDITIONS
A.		
B.		
C.		
D.		

SOURCES AND USES OF FUNDS [Instructions to complete starts on Page 24]

PROJECT COSTS					
Itemized Cost	Total Cost	Gap	AHF	Source A	Source B
A. Acquisition Cost 1. Land 2. Existing Structures 3. Other					
B. Site Work 1. Site Work (not included in construction contract costs) 2. Other					
C. Construction (construction contract costs) 1. Site Work 2. New Building					

PROJECT COSTS

- D. Architectural & Engineering Fees
 - 1. Architect Fee-Design
 - 2. Architect Fee-Supervision
 - 3. Consultant or Processing Agent
 - 4. Engineering Fees
 - 5. Other

- E. Other Owner Costs
 - 1. Appraisal
 - 2. Building Permits
 - 3. Tap Fees
 - 4. Soil Borings/Environmental Survey
 - 5. Real Estate Attorney
 - 6. Construction Loan Legal
 - 7. Title and Recording
 - 8. Other

- F. Interim Costs
 - 1. Construction Insurance
 - 2. Construction Interest
 - 3. Construction Loan Origination Fee

PROJECT COSTS					
G. Permanent Financing Fees & Expenses 1. Credit Report 2. Permanent Loan Origination Fee 3. Title and Recording 4. Counsel's Fee					
H. Developer's Fee					
I. Project Reserves 1. Rent-Up Reserve 2. Operating Reserve					
J. Tenant Relocation					
K. Project Administration/Management 1. Marketing/Management 2. Operating Expenses 3. Taxes 4. Insurance					
L. Total uses					
M. Total Financial Sources					
N. Difference					
O. Additional Sources of Permanent Financing					
Owner's equity					
Loan:					
Loan:					

Owner's equity				
Total (compare to line L):				

Instructions to Complete SOURCES AND USES OF FUNDS

Acquisition Costs

Lines A1 - A2

Land or property acquisition costs normally match the price paid to acquire property in order to undertake the project. If the land or building(s) were acquired earlier, the sponsor will have to decide whether to estimate the value of the land/building at the original acquisition cost, the current appraised value of the property, or some other amount. In any case, acquisition costs are the actual costs which will be charged to the project.

Site Work

Lines B1

“Site work” refers to usual land improvements. Usual land improvements are costs such as excavation for foundations or utilities; grading of the site; installing on-site roads, walkways or parking areas; landscaping; outdoor lighting; or other permanent improvements to the land other than the buildings themselves. Even a project which involves rehabilitation of an existing building may have some land improvement costs.

“Other” refers to site work which would not normally be required to prepare a site for construction or to put it in usable condition after construction. Such costs include demolition of existing buildings; removal of large amounts of earth to an on-site location or moving earth from off-site for fill or grading; off-site utility or road extensions; or any other unusually large or exceptional costs.

Bear in mind that the costs of land improvements will typically be included in an overall construction contract; even though the actual work may be done by a sub-contractor. Accordingly, these costs should be based on a contractor’s estimate.

Construction

Lines C1 – C2

The amount estimated under this heading should cover all costs included in a construction contract. Besides the “hard” costs of materials and labor price will typically include such components as an allowance for the contractor’s project-related expenses or “general requirements” such as building permits, fencing around the site, temporary storage for materials; the contractor’s profit, and the cost of a performance bond or letter of credit provided by the contractor to ensure that the project will be completed.

Probably the most realistic method of estimating construction costs is to obtain a preliminary cost from a contractor, even if one has not been formally selected. An alternative is to have your architect estimate the amount of the construction contract based on his or her experience with similar buildings.

In some cases, an architect or contractor may only wish to estimate the cost of “bricks and mortar” for actual construction. You can adjust that figure and estimate the total construction contract price by adding: (a) 3 - 4% for “general requirements”; (b) the estimated cost of a performance bond or letter of credit obtained from a bonding company or local lender; and (c) an allowance of 8 - 10% of the total of all preceding costs for the contractor’s profit.

Architectural and Engineering Fees

Lines D1 - D2

Architectural fees should be based on an estimate from the architect or on an actual agreement with the architect. These fees may be based on a certain percentage of the construction contract amount, a fee per dwelling unit, a flat fee for services, or some other basis. There will always be one fee for the design of the buildings and another for inspection and monitoring by the architect during construction. The design architect and the inspecting architect may or may not be the same.

Lines D3

Consulting fees may or may not be a cost to your project. If you are not experienced with the housing development business, you may choose to obtain technical assistance from someone who is. The terms and conditions of that contract are negotiable. The consultant ought to be able to provide you with a scope of services and a fee schedule. You can use those to predict what your cost for this line item will be.

Line D4

The cost of an environmental survey and soil borings may be included under engineering fees because those costs are directly related to the design of the site plan and buildings. These activities are often sub-contracted by the architect to an engineer on behalf of the sponsor. The engineering fee estimate should also include any mechanical or structural engineering costs incurred as part of the design fee.

Other Owner Costs

Line E1

In buying land or real property it is almost always necessary to get an appraisal of the property. It is important to make sure that the appraiser you plan to use is acceptable to your lender. Lenders often rely on the information in an appraisal and an Appraiser can easily provide you with a cost estimate for the services required.

Line E2

The local government responsible for building code enforcement, requires the issuance of building or construction permits before construction can commence.

Line E3

Tap fees or connection fees often are required by the water and sewer governing body before a project can be connected into the utility system.

Line E4

If the architect for your project does not include the environmental survey as part of his/her contract, you will have to arrange for the survey and pay for it independently. You should get estimates from surveyors and weigh their bids.

Line E5-E6

Legal fees will be incurred for incorporation, contract negotiations, property acquisition, loan closings and other assorted parts of the development process. Unless your project is highly unusual, and will require inordinate legal attention, it is possible to get a ballpark estimate of legal fees by looking at similar projects. An attorney should be consulted for such an estimate.

Line E7

These items are the costs of making sure that the sponsor has clear title to the property before construction starts. Title insurance protects the lender, while recording the deed protects the title. The mortgage held by the lender must also be recorded. The sponsor's attorney or a title insurance company can estimate these costs, given a specific property and an estimate of development costs.

Interim Costs

Line F1

You should consult with an attorney and an insurance agent to determine what kind of insurance will best protect your interests during construction, and what the costs of carrying that insurance will be. Lenders for the project may have their own standards for the type of insurance needed during construction.

Line F2

Predevelopment and construction interest is a cost that you are accruing during the early part of the project. Include in budget as part of the holding costs.

Line F3

Loan fees and points are part of the cost of capital. These are the one-time fees, a percentage of the total loan which you pay to the lender. Once you know how much money you have to borrow, your lender will tell you what fees and loan points will be charged.

Permanent Financing Fees and Expenses

Line G1

A credit report generally is required for the borrower to ensure that the borrower historically has repaid debt on time and consistently.

Line G2

The loan origination fee is the amount charged by the lender, usually 1% of the loan amount. This cost is for the origination and processing of the paperwork associated with making a loan.

Line G3

Lenders generally require title insurance to ensure that the property is marketable, and that title is clear of any defects. Additionally, there is often a per page recording fee for all documents registered with the area Register of Deeds.

Line G4

Attorney's fees generally are needed to prepare closing documents, perform title searches and ensure that all legal aspects of the transaction are handled properly.

Developer's Fee

Line H

The developer's fee is compensation to the developer for the time and risk involved to develop the project.

Reserves

Lines I1-I2

Reserves are funds set aside from the construction financing to take care of possible losses or shortfalls in the cash flow. Operating reserves protect against any lag in project sale or rent up. Replacement reserves establish a fund for replacement of major building components which will occur over the life of the project.

Tenant Relocation

Line J

Relocation costs connected with acquiring occupied buildings.

Project Administration/Management

Line K1

Marketing and management start-up costs are incurred between completion of construction and full occupancy. The development budget must cover these costs because total rental income will not be available until the housing is fully occupied. The figure should include the actual costs of rent-up, including advertising and staffing for application reviews.

Line K2-K3

Operating expenses incurred during the holding period should be included here. These may include utility costs, maintenance, and insurance.

Real estate taxes usually have to be paid on the property during the construction/marketing period. The sponsor should consult with local taxing authorities to determine the basis on which the property will be assessed based on preliminary development plans and on the anticipated starting and completion dates for construction. The annual estimated tax bill should then be prorated for the construction/marketing period and entered here.

Line K4

The contractor will carry builder's risk and liability insurance. You as the sponsor will probably need to carry hazard insurance against damage to the building during construction. You may also carry insurance against theft and liability for personal injury or property damage.

Other Expenses

Line A3, D5, E8

Other miscellaneous expenses are any costs incurred by the sponsor that are not included in the rest of the budget. They should always be accompanied by an explanatory note.

Total Uses

Line L

This is the sum of all lines (A-K).

Total Sources

Line M

This is the total of all financial sources.

EXCESS/(GAP) BETWEEN SOURCES AND USES

Line N

TOTAL SOURCES (Line M) MUST EQUAL TOTAL USES (Line L) FOR DEVELOPMENT. In this sense, the budget also acts as a balance sheet

Line O

TOTAL PERMANENT FINANCING FOR THE PROJECT MUST EQUAL TOTAL PROJECT COSTS. In order to close out the pre-development/construction loan, developers must obtain additional financing, and must account for the additional costs in Section G and recalculate Line L.

Appendix C

OPERATING STATEMENT PRO FORMA *(Instructions to complete Pro Forma on Page 33)*

Complete the Project Pro Forma for the Operating Statement. Provide a projected 10-year income and expense pro forma.

OPERATING INCOME		Annual Amount
1.	Gross rent potential	
2.	Vacancy allowance (__% of Line 1)	
3.	Effective gross rent (Line 1 minus Line 2)	
4.	Other income	
5.	Reserve for bad debt	
6.	Effective gross income	
OPERATING EXPENSES		Annual Amount
7.	Management fee	
8.	Management staff costs	
9.	Legal fees	
10.	Accounting/audit fees	
11.	Advertising/marketing	
12.	Telephone	
13.	Office supplies	
14.	Other administrative expenses (Subtotal)	

MAINTENANCE		
15.	Maintenance staff costs	
16.	Elevator (if any)	
17.	Other mechanical equipment (specify)	
18.	Decorating (specify)	
19.	Routine repairs and supplies	
20.	Exterminating	
21.	Lawn and landscaping	
22.	Garbage/trash removal	
23.	Other (specify)	
24.	Subtotal	

UTILITIES		
25.	Electricity	
25. A	Residential	
25. B	Commercial areas	
25. C	Common areas	
26.	Heat and hot water (specify fuel)	
26. A	Residential	
26. B	Commercial areas	
26. C	Common areas	
27.	Sewer and water	
	Subtotal	
TAXES/INSURANCE RESERVE		
28.	Property insurance	
29.	Real estate taxes (estimated value of \$ _____/\$1,000 times projected tax rate of \$ _____/\$1,000)	
30.	Reserve for replacement	
31.	Operating deficit reserve Subtotal	
32.	Total Operating Expenses (Lines 7 through 31)	

INCOME AVAILABLE FOR DEBT SERVICE		
	Effective gross income (Line 6)	
	Minus total operating expenses (Line 32)	
33.	Net Operating Income	
34.	Debt Service Coverage Ratio Required by Lender	

Notes: Assumption should be clearly stated such as rent levels (including utility allowances, vacancy/collection loss rates, projected annual income and expense percentage increases, etc).

The remainder of this page is left blank intentionally

Instructions to complete PROJECT PRO FORMA

OPERATING INCOME

Line 1

"**Gross rent potential**" is the total annual amount collectable in rent *if* all units were occupied continuously and all tenants paid their rent. A common error (or deliberate exaggeration) in a pro forma is to assume that gross potential is the number of units times the proposed rent schedule. The error overstates gross potential because it ignores the fact that, aside from tenants renting month to month, rent schedules and increases take time to implement. This is a very important consideration when evaluating a new construction or substantial rehabilitation proposal, especially if the owner claims immediate results from the rent schedule or rent increases following construction. The lease-up period can take months, if not years for a larger project, and the implementation of rent increases requires a year, if one year leases are in place. In short, gross potential is not static, it changes each month as tenants move in and out. A miscalculation of the market leading to slow leasing will result in immediate and substantial cash demands on the owner.

Line 2

The "**vacancy allowance**" is a percentage of gross rent to allow for income lost, while dwelling units are vacant because of normal turnover in occupancy. Recall, however, that a 5% vacancy does not mean that gross potential reduced by 5%: in projects with different sized units, the rent of those vacant units can comprise more or less than 5% of the rents. The vacancy allowance must estimate economic vacancies, and also account for units taken from the market for renovations.

Line 3

"**Effective gross rent**" is the gross rent potential less the vacancy allowance.

Line 4

"**Other income**" includes any charges the sponsor realistically expects to make for use of the buildings or property, **other than** charges to the tenants for rent or services. Such income could be, for example, a charge for use of a community room as a meeting place by an outside organization, or a rental fee for parking spaces paid by residents or non-residents.

Line 5

The "**reserve for bad debt**" assumes that some rents owed will not be paid. A reasonable reserve for bad debt equals 1.2% of gross rents. Investors should be concerned if the reserve exceeds 2%, as this suggests that the owner has sacrificed tenant reliability for occupancy.

Line 6

Effective Gross income equals the total of effective gross rent plus other income less reserve for bad debt.

OPERATING EXPENSES

Line 7

The "**management fee**" is an annual payment to a contracted management firm or agent for whatever scope of services is negotiated between the project sponsor and the management agent. Typically, the fee is set as a percentage of gross rent collected, ranging from 5% - 9%.

Line 8

The personnel costs for any employees of the project who are involved in management, as opposed to employees of a contracted management agent are shown here. If the same person spends time on both management and maintenance responsibilities, the costs associated with that person should be shown here and on Line 14, on the basis of an estimated percentage of total working time in each activity. Payroll expenses include wages, fringe benefits and payroll taxes.

Line 9

Legal costs may be incurred in negotiating contracts with service providers, assisting the sponsor with legal disputes, and so forth. The proposed management agent, if one is used, should be helpful in estimating a reasonable allowance for those costs.

Line 10

An annual audit of the project accounts should be planned and budgeted.

Line 11

An amount should be budgeted for expenses in connection with advertising or other marketing efforts required to fully lease apartments or rooms which become vacant from time to time. Expenses for **initial** marketing, when the project is completed, are included in the development budget. The line will also include concessions - offers to tenants a period of free or reduced rent in exchange for a lease.

Lines 12 - 14

The sponsor's "**overhead**" costs to operate a management office, or to perform that function whether or not a physical space is devoted to it, should be estimated here. These costs are separate from any similar expenses which may be included in the management fee.

MAINTENANCE

Line 15

Personnel costs for any project maintenance employees including wages, fringe benefits and withholding or other taxes should be included here.

Line 16 -24

Maintenance expense covers a broad category of interior, exterior and grounds items, including an array of possible third-party contractors. A key influence on maintenance costs is turnover, or the number of units that are vacated and reoccupied in a given period. The higher the turnover, the higher the maintenance expense for cleaning, painting, exterminating and other such preparation activities. Turnover rates are a matter that can be learned from property managers when shopping properties. In addition, an existing property with an operating history can generate an estimate of turnover for when the rent falls from the prior year. Property managers normally can quickly determine or estimate the average unit preparation cost, exclusive of replacing carpet or appliances.

Another element of the maintenance budget is the cost of general building repairs and cleaning, including maintenance of mechanical systems, plumbing and fixtures, and grounds upkeep. These activities are handled by some combination of hired contractors and employed staff. Underwriters should encourage owners to plan and budget properly for these expenses, including costs for maintenance staff (line 15) and contractors. The underwriter should observe and inquire about special maintenance situations such as extensive grounds, swimming pools, flat roofs, poor drainage, stucco finish and aluminum siding.

UTILITIES

Lines 25 - 27

Utility costs can be estimated by doing a utility comparison analysis with other buildings in the area of similar scope and design or based on previous use levels. Be sure to take into account the type of utilities used in comparison buildings, and the level of energy efficiency of construction and appliances.

Sewer and water costs can be estimated by previous use levels, or if the building is new, by contacting the utility or public service provider for estimates. Properties with landlord-paid utilities (that is, heat, hot water, air or light) may need special attention. Efficient and environmentally sound operations demand that tenant's use of utilities be disciplined by costs, meaning utility users should pay utility bills. When feasible, conversion to tenant paid utilities should be encouraged.

TAXES/INSURANCE/RESERVES

Line 28

The estimated annual premium for hazard and liability insurance carried by the project owner should be included here. Policies should provide for rent loss protection and for restoration of the premises in the event of casualty.

Line 29

Annual real estate taxes should be estimated by consulting with the local tax assessor about the value at which the housing will be assessed, and likely tax rate. Since real estate taxes are a major component of operating costs they should be carefully and realistically estimated.

Line 30

An amount should be budgeted annually, and built into monthly occupancy charges, to allow for periodic major repairs or for replacement of parts of the buildings or mechanical equipment and systems. The amount which would be prudent may vary with individual projects and may be different for new construction versus rehabilitation.

Line 31

The operating reserve, or "**operating deficit reserve**", as FHA calls it, is typically in an amount that assures coverage of debt service during the lease-up period, when it is most likely that expenses will grow faster than income.

TOTAL OPERATING EXPENSES

Line 32

Costs for management, maintenance, utilities, taxes, insurance, and reserves are included.

INCOME AVAILABLE FOR DEBT SERVICE

Line 33 - 34

Once you have estimated the project income and the costs of operating the project, you can determine net operating income, the amount of income available for debt service.

The remainder of this page is left blank intentionally

Appendix D

GENERAL PROJECT REQUIREMENTS

Provide property and site control information

a. Applicant currently has control of site through:

- Fee Simple title (full control)
- Executed Contract
- Ground Lease

b. Provide evidence of Site Control (e.g. copy of warranty deed, purchase option agreement, etc.).

Date and Type of Conveyance:

c. If site is not under applicant's control, provide time line and schedule for establishing control. (Contract for Purchase is the minimum required documentation.)

Legal Description and Map (attach):

Street Address: _____

Current Owner: _____

d. Does the Project need the following:	<u>YES/NO</u>	<u>DATE EXPECTED</u>
SITE PLAN APPROVAL	_____	_____
PLATTING/REPLATTING	_____	_____
BUILDING	_____	_____
VARIANCE	_____	_____
EASMENTS/RIGHT-OF-WAY	_____	_____
WATER & SEWER	_____	_____

- e. Does the property conform to municipal and county platting requirements? If no, describe actions and timetable which have or will be taken to correct this deficiency.
- _____ [] Yes, Property is adequate.
 _____ [] No
- f. Provide a lay-out of the project site showing details, including the locations of any existing buildings or other structures.
- g. Provide a location map, showing location of the project to the surrounding area.
- h. A Phase 1 Environmental Assessment will be required within six months of the selected project. Provide mitigation plan, if needed.
- i. Project Development Schedule: complete the following checklist by indicating the actual or expected date for the following activities.

Month/Day/Year	Actual or Scheduled Activity
_____	Site:
_____	Acquisition
_____	Environmental Review Completed
_____	Local Permits:
_____	Conditional Use Permit
_____	Variance
_____	Plot Plan Review
_____	Grading Permit
_____	Building Permit
_____	Construction Financing:
_____	Loan Application
_____	Enforceable Commitment
_____	Closing and Disbursement
_____	Permanent Financing:
_____	Loan Application
_____	Enforceable Commitment
_____	Closing and Disbursement
_____	Other Loans and Grants:
_____	Type & Source
_____	Application
_____	Closing & Award
_____	Type & Source
_____	Application
_____	Closing & Award

Type & Source

Application

Closing & Award

Construction and Occupancy:

Construction Start

Construction Completion

Placed In-Service

Occupancy of All Very low-income; low-income and moderate-income Units

The remainder of this page is left blank intentionally

Appendix E

AGENCY CERTIFICATION:

I CERTIFY that if my application is approved for funding, the organization agrees to comply with all the required federal, state, local laws and regulations. The organization confirms that it is fully capable of fulfilling the obligations as stated in this proposal and in any attachments or documents included with this application.

As a duly authorized representative of the organization, I submit this application and verify that the information included herein is true, accurate, and complete.

PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S. Code Title 18, Section 1001, provides that a fine of up to \$10,000 or imprisonment for a period not to exceed 5 years, or both shall be a penalty for willful misrepresentation and the making of false fictitious statements, knowing the same to be false.

APPLICANT: _____

Signature: _____

Typed Name: _____

Title: _____

Organization: _____

Phone Number: _____

Signature: _____

Typed Name: _____

Title: _____

Housing Finance & Community Redevelopment Division Application
Attachment A
FINANCIAL STATEMENTS

Housing Finance & Community Redevelopment Division Application
Attachment B
CERTIFICATE OF CORPORATION

Housing Finance & Community Redevelopment Division Application
Attachment C
IRS Form 501(c) (3)

Housing Finance & Community Redevelopment Division Application

Attachment D

Public Entities Crimes Affidavit

SWORN STATEMENT UNDER SECTION 287.133(3) (a),

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with a proposal to the Environmental Protection and Growth Management Department.
2. This sworn statement submitted by _____.
(Name of entity submitting sworn statement)
whose business address is _____.
and (if applicable) its Federal Employer Identification Number is _____.
3. My name is _____ and my relationship to the entity named
(Print name of individual signing)
above is _____.
4. I understand that a “public entity crime” as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in paragraph 287.133(1) (b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in paragraph 287.133(1)(a), Florida Statutes means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person or pooling of equipment or income among persons when not for fair market value under an arm’s length agreement shall be prima facie case that one-person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

Attachment D, Public Entities Crimes Affidavit, page 2

- 7. I understand that a "person" as defined in paragraph 287.133(1) (e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an entity.
- 8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.

(Please indicate Which statement applies)?

- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- There has been proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. *(Please attach a copy of the final order).*
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. *(Please attach a copy of the final order).*
- The person or affiliate has not been placed on the convicted vendor list. *(Please describe an action taken by or pending with the Department of General Services).*

(Signature) (Date)

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ (Name of individual signing) who, after first being sworn by me, affixed his/her signature in the space provided above on the ____ day of _____ 2018.

NOTARY PUBLIC, State of Florida

My commission expires _____.

Housing Finance & Community Redevelopment Division Application
Attachment E
DRUG FREE WORKPLACE CERTIFICATION

The undersigned Developer/Sponsor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant Agency's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish a continuing drug-free awareness program to inform its employees about:
 - (i) The danger of drug abuse in the workplace;
 - (ii) The Applicant Agency's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of a contract a copy of a statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notifying Broward County government in writing within 10 calendar days after receiving under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination;
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such

Housing Finance & Community Redevelopment Division Application
Attachment F

Sample

CLIENT NON-DISCRIMINATION POLICY

In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the Broward County Human Rights Act (Broward County Code, Chapter 16½), the Developer/Sponsor's decisions regarding the delivery of services under any Agreement with Broward County will be made without regard to, or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

The Developer/Sponsor will not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services under any Agreement with Broward County.

Developer/Sponsor: _____

Executive Director: _____
(Signature)

(Date)

Attachment G

Sample

COUNTY BUSINESS ENTERPRISE POLICY

POLICY:

This Agency will choose, whenever possible, contractors, subcontractors, vendors, suppliers, and providers of service who are owned by minority or women business enterprises, including those certified through Broward County's Office of Economic and Small Business Development Program.

The Agency's effort will include its state equal opportunity position for bids and advertising which may be a part of the Agency's business practices. Additionally, the Agency will provide information regarding the Broward County Office of Economic and Small Business Development Program to current vendors who may be eligible for certification with the program.

The Executive Director, or his/her designee, will be the Agency's M/WBE officer. The M/WBE officer shall review all contracts and contracting procedures at the expiration of current and future contracts, to evaluate further expansion of the Agency's M/WBE participation with certified vendors, providers, etc. The M/WBE officer shall supervise the maintenance of all records, contracts, notices, bids, advertisements, etc., which relate to the Agency's Affirmative Action efforts.

The Agency shall strive to contract with at least one certified vendor whenever possible and in the interest of the Agency.

Agency: _____

Executive Director: _____

(Signature)

(Date)

Housing Finance & Community Redevelopment Division Application
Attachment H

Sample

AMERICANS WITH DISABILITIES ACT POLICY

This Agency and its employees support through policy, procedure, and action the right of disabled persons, prospective staff and persons served, to equal access to services and employment.

APPLICANTS:

This Agency shall make efforts in good faith to arrange “reasonable accommodations” for qualified applicants, providing these accommodations do not create “undue hardship” for the agency.

The process of “reasonable accommodations” will include the following steps: 1) Consultation with the individual by the supervisor or operations director; 2) Identifying barriers in question; 3) Identifying possible accommodations (including assistance from outside authorities or agencies); 4) Assessing reasonableness of accommodations with the final decision from the Executive Director or designee; and 5) Implementing the accommodation or determining that the accommodation would be an “undue hardship”.

Should the accommodation create an “undue hardship” for the Agency, the prospective employee will be offered the opportunity to implement the accommodation on their own.

In the event that accommodations: 1) Create “undue hardship” on the agency or the fellow employees; 2) Cannot be accessed through assistance from other authorities or agencies; and, 3) Cannot be arranged with the prospective employee, the decision not to hire shall be documented along with records of all efforts made.

Applications for employment shall be completed in wheelchair accessible locations. All relevant compliance posters shall be readily visible in areas with public access. If an individual should need assistance in completing the application, staff shall be available to help with the application process, and any other necessary pre-employment materials.

EMPLOYEES:

In the event an employee develops a disability during the course of employment, modifications to the employee’s original position shall be assessed, as well as, a possible job change, or restructuring, providing this does not cause “undue hardship” to the Agency.

In the event that an employee is found to have a substance abuse problem that is affecting their work performance, that employee shall be offered the opportunity to go on a leave of absence until the problem is corrected through immediate and appropriate intervention and therapy, provided the employee seeks such opportunity early in the disciplinary action, and does not commit an offense that is punishable by termination on the first offense.

If an employee requires a leave of absence due to a disability, not associated with work, they may request such leave through procedures outlined in the Agency’s leave of absence policies.

If an employee requires leave due to a work-related injury, the rules governing workers compensation shall be followed.

The Developer/Sponsor shall comply with the provisions of the Family and Medical Leave Act of 1993.

Name of Developer/Sponsor: _____

Executive Director: _____ (Signature) _____ (Date)

Attachment I

Sample

EQUAL EMPLOYMENT OPPORTUNITY POLICY

POLICY:

The progress of this Agency requires that we utilize all available staff to the fullest, regardless of race, color, religion, age, sex, sexual orientation, disability, political affiliation or belief, national origin, veteran status or marital status. Unlawful discrimination must be eliminated and individuals with demonstrated talent recognized and encouraged through fair and equitable personnel practices. It is the policy of this Agency to grant equal employment opportunities to all qualified persons without regard to the factors listed above.

This Agency's policy of nondiscrimination includes, but is not limited to, employment advertising, recruiting, employment, placement, promotion, transfer, and selection for training, rates of pay, and layoff or termination. All employees are informed of the emphasis on nondiscrimination.

This Agency will comply with all provisions of applicable federal, state, and local equal opportunity laws, orders, rules, and regulations and will cooperate with all agencies established under such laws in guaranteeing compliance.

RESPONSIBILITIES:

The Executive Director is responsible for insuring compliance and adherence to the nondiscrimination policy.

Each supervisor is responsible for using all practical means to implement this policy within his/her department or workgroup.

This Agency shall review, at least annually, the status of this program of expanding and re-emphasizing nondiscrimination.

PROCEDURES:

1. All applications for employment will be printed with the term "Equal Opportunity Employer".
2. All advertisements for recruiting purposes will contain the statement "An Equal Opportunity Employer" at the bottom of the ad.

Name of Agency: _____

Executive Director: _____
(Signature)

(Date)

Attachment J
General Contractor's License

Housing Finance & Community Redevelopment Division Application
Attachment K
Occupational License

SECTION II

Copies of the Résumés of the Proposed Project Team