



## **REQUEST FOR APPLICATIONS (RFA)**

**FOR**

**\$22 MILLION GAP FINANCING FOR**

**New Construction or Acquisition and/or Rehabilitation of  
Multi-Family Affordable Housing Rental Units**

**Fiscal Year 2026**

**Issued: Monday, February 2, 2026**

**Deadline: Friday, March 20, 2026**

**12:00 P.M. (EST)**

**The RFA is available on-line at:**

**<https://www.broward.org/Housing/Pages/RFAs.aspx>**

Issued by:

Broward County

110 NE 3<sup>rd</sup> Street, Suite 300  
Fort Lauderdale, FL 33301

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<b>PROCESS &amp; TIMELINE</b>	
<b>PHASE ONE – Window of Opportunity for Assistance</b>	
a. Request for Applications (the “RFA”) Issued	February 2, 2026
b. Email all questions to Lisa Wight, Project Manager at: <a href="mailto:lwight@broward.org">lwight@broward.org</a>	February 2, 2026 – March 19, 2026 @ 12:00 P.M. (EST)
c. The County has elected to apply the Cone of Silence as provided in the Broward County Ordinances to this RFA. After the advertisement of the RFA, potential applicants and their representatives are substantially restricted from communicating regarding the RFA with the Board of County Commissioners (“BOCC”) or BOCC staff, the County Administrator (“County Administrator”), Deputy County Administrator, Assistants to the County Administrator, their respective support staff, Evaluation Committee members, or any County staff involved in the evaluation or recommendation of selection under this RFA.	From February 2, 2026, until the BOCC takes action which ends the RFA process.
<b>PHASE TWO – Deadline for Applications</b>	
a. Deadline for Submission of Responses to the RFA (each response, an “Application”): An Application must contain one (1) original clearly marked original, eight (8) copies, and one (1) searchable and tabbed copy on a USB flash drive (“Application Deadline”).	March 20, 2026 12:00 P.M. (EST)
<b>PHASE THREE – Review, Evaluation &amp; Recommendation Process</b>	
a. Fatal Flaw Review	March 23 - 24, 2026
b. Staff Review of Applications	March 24 - April 3, 2026
c. Evaluation Committee (“EC”) Review of Applications	April 6 - April 10, 2026
d. Scoring of Applications & Recommendations	April 15, 2026
e. Appeals Process	April 16 - 22, 2026 Deadline: April 22, 2026 @ 4:00 P.M. (EST)
f. BOCC Meeting/Selection of Project(s).	May 2026
<b>PHASE FOUR – Source of Funds</b>	
<p>The funding for this RFA is from the Affordable Housing Trust Fund and requires the use of non-County funding sources. Projects that have received a Broward County GAP Award in the last three (3) years or are utilizing Florida Housing Finance Corporation (“FHFC”) 9% tax credits are not eligible to apply for funding under this RFA.</p> <p>Unless extended in conformance with the requirements of Section 18, page 17 of this RFA, closing on the senior loan commitment and on all other construction funding sources, including funding in connection with this RFA (“Construction Financing”), must take place within one (1) year after the Application is approved by the BOCC. If the timelines are not met, the Applicant will be subject to extension requirements as stated in Section 18, page 17 of this RFA.</p>	

<b>PHASE FIVE – Agreement Contracting Process</b>	
To be Completed on or before:	Construction Financing: Within one year of BOCC approval. <b>An extension of 12 months may be granted upon written request to the Executive Director of the Housing Finance Authority of Broward County (“Executive Director”), subject to the extension requirements indicated in Section 18, page 17 of this RFA. Funding award may be rescinded if funding has not closed within one year of BOCC approval of Gap Award.</b>
<b>PHASE SIX – Rescind Application(s)</b>	
The Executive Director reserves the right to rescind any or all RFA funding awards if senior loan commitments, Construction Financing, or other funding sources do not meet the requirements of this RFA or is materially different from what was proposed in the RFA as determined in the Executive Director’s sole and absolute discretion.	

### **APPLICATION DISCLAIMER**

Applicants should check the County’s website regarding questions and responses related to this RFA at

<https://www.broward.org/Housing/Pages/RFAs.aspx>

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

TABLE OF CONTENTS		
ITEM		PAGE
1.	Applicant Cover Sheet	5
2.	Fatal Flaw Checklist	8
3.	Information	9
4.	Funds Available	9
5.	Application Preparation and Submittal Requirements	9
6.	Scope of Work	10
7.	Terms of Agreement and Loan Requests	11
8.	Leveraging	12
9.	Live Local Incentives	13
10.	Rental Applications Credit Underwriting Analysis	13
11.	Who May Apply	13
12.	Contact Persons	14
13.	Estimated Project Schedule (Milestones)	14
14.	Standard Disclosures for Applicants	14
15.	Evaluation/Selection Process	15
16.	Appeals Process	15
17.	Cone of Silence	16
18.	General Program Requirements	16
19.	Maximum Developer's Fee and General Contractor's Fee	18
20.	Minimum Submission Requirements	18
21.	Evaluation Criteria	22
22.	Insurance Requirements	26
<b>EXHIBITS</b>		
	Exhibit 1: Broward County 2025 Income Limits and Rent Limits	28
	Exhibit 2: Insurance Requirements	29
<b>APPENDICES</b>		
	Appendix A: Sources and Uses of Funds	30
	Appendix B: Rents and Operating Pro Forma	33
	Appendix C: General Project Requirements	37
	Appendix D: Applicant Certification and Acknowledgement Form	39
<b>Section I</b>		
	Attachment A: Certificate of Status – Secretary of State	41
	Attachment B: IRS Form 501(c)(3)	42
	Attachment C: Public Entities Crime Affidavit	43
	Attachment D: Client Non-Discrimination Policy	45
	Attachment E: County Business Enterprise Policy	46
	Attachment F: Americans with Disabilities Act Policy	47
	Attachment G: Equal Employment Opportunity Policy	48
	Attachment H: General Contractors License	49
	Attachment I: Litigation History Form	50
<b>Section II</b>		
	Resumes	51

**BROWARD COUNTY**  
**REQUEST FOR APPLICATIONS (RFA)**  
**FY 2026**

**1. APPLICANT COVER SHEET**

**A. Funding Request Summary**

1. Project Name:	2. Construction Type (Check one) <b>New Construction</b> <input type="checkbox"/> <b>Acquisition and/or Rehabilitation</b> <input type="checkbox"/> <b>Number of Affordable Housing Units (80% AMI or less)</b> <input type="checkbox"/>	4. \$ Amount Requested:
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**B. Applicant Information**

5. Applicant's Legal Name:	
6. Owner's Legal Name or Entity:	
7. Main Administrative Address:	
8. City & State:	9. Zip Code:
10. Telephone number including area code:	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. Telephone number including area code:
20. Mailing Address, City, State, Zip Code, Email	

21. Type of Entity: <input type="checkbox"/> Private-For-Profit Corporation, Limited Liability Company, General Partnership 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) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>If applicable, provide Certificate of Status in Attachment A</i>
23. Federal Taxpayer Identification Number:

**The remainder of this page is left blank intentionally**

**C. Certification of Accuracy and Compliance**

On behalf of the Applicant, I do hereby certify all of the following:

1. All facts, figures, and representations made in the Application are true and correct.
2. Applicant is in compliance with all applicable statutes, laws, terms, conditions, regulations and procedures for program compliance and fiscal control, including, but not limited to, those contained in the RFA, Application and any resulting contracts.
3. Applicant shall close on Construction Financing within one (1) year after the project award is approved by the BOCC. **If timelines are not met, funding awards may be subject to the extension requirements as stated in Section 18, page 17 of this RFA.**
4. The funds requested in this Application will not supplant funds that would otherwise be used for the purposes set forth for the project in this Application and the information contained in Appendix A is a true estimate of the amount needed to acquire, construct, and equip the proposed project.
5. The proposed affordable housing project can be completed and operational within the development schedule, budget, and operating pro forma included within the Application.
6. The filing of this Application has been authorized by the Applicant entity and I have been duly authorized to act as the representative of the Applicant in connection with this Application.
7. By execution of this Application by an authorized representative of Applicant, Applicant hereby attests under penalty of perjury that Applicant does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Applicant declares that they have read the foregoing statement and that the facts stated in it are true.
8. I agree to follow all terms and conditions outlined in the RFA, and all applicable federal, state and local statutes, laws, rules or ordinances.

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Print Authorized Official's Name

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Authorized Official's Title

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Authorized Official's Signature

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Date

## 2. FATAL FLAW CHECKLIST

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

Required Items		Yes	NO	N/A
1.	The Application was received by the due date and time.			
2.	The Original Application contains an original signature on the Applicant Cover Sheet and a Certification of Accuracy and Compliance.			
3.	The Application is responsive, addressing the requirements of this RFA.			
4.	The Applicant included Attachment "B," a copy of the IRS determination of 501(c)(3) for non-profit Applicant agencies.			
5.	The Applicant provided evidence of Site Control for the project listed in the Application (e.g., Deed, executed option to purchase, executed purchase and sale agreement, or Lease (50-year minimum) for the site proposed for funding). If the subject project site is not yet owned by Applicant, Applicant must include in its submission, evidence of a purchase and sale agreement that does not expire for a minimum of six (6) months after the Application Deadline and includes an option to extend the closing date under the purchase and sale agreement for an additional six (6) months.			
6.	The Applicant provided written evidence from the applicable municipality that the proposed land use is allowed for the Project proposed for funding and that appropriate zoning is in place for the Project as of the Application Deadline. Alternatively, Applicants relying on entitlements from the Live Local Act must provide confirmation in writing from the municipality in which the project is to be located that the project qualifies for land use preemption under the Live Local Act.			
7.	Does the proposed project fall within any of the following categories: a) Project received Broward County GAP Award within the last three (3) years? b) Project is utilizing 9% FHFC tax credits?  If the answer to either a) or b) is "yes," then the project is <b>NOT</b> eligible to receive funding pursuant to this RFA.			
8.	Attachment "I" Litigation History Form is attached and signed.			
9.	Applicant submitted multiple applications for the same project (development site) for this RFA. <ul style="list-style-type: none"> <li>Multiple applications for the same site are not allowed and will result in disqualification of all applications.</li> <li>For multiphase projects (development sites), only one (1) phase of the project may be submitted for this RFA. Applications for multiple phases of the same project will result in the disqualification of those applications. Examples of multiphase projects include, but are not limited to, contiguous project sites, project sites separated by a street, or scattered project sites which within the past ten (10) years: a) have been under common ownership, b) were subject to regulatory agreements, declarations of restrictive covenants, land use restrictive agreements, extended use agreements or any similar agreements,</li> </ul>			



	c) were encumbered by a mortgage over several parcels, or d) any other evidence that the project will be a multiphase project, which is inconsistent with the requirements of this RFA. The Executive Director, in his or her sole and absolute discretion, will make the final determination as to whether a project constitutes a multiphase project.			
10.	The project provides at least seventy (70) residential units that will be affordable for households whose income is 80% or below the area median income ("AMI").			

An Applicant whose Application is rejected in connection with the above Fatal Flaw criteria may appeal the decision by notifying the Executive Director in writing within five (5) business days after receiving written notice of a Fatal Flaw (See Appeals Process, Section 16, page 15). An Applicant may only appeal its own Application. The Executive Director will evaluate each appeal and provide a written response within two (2) business days after receiving the appeal. The Executive Director's decision is final.

### **3. INFORMATION**

The Affordable Housing Trust Fund ("AHTF") is administered through Broward County, and is designed to serve very-low, low and moderate-income families, while creating and sustaining affordable housing throughout Broward County. The Housing Finance Authority of Broward County ("HFA") issues bonds for selected Applicants to finance and develop affordable housing projects within Broward County.

The purpose of the AHTF is to provide a dedicated fund for the BOCC to use to address the need for affordable housing in Broward County. This RFA outlines the requirements, selection process and information necessary to submit an Application.

### **4. FUNDS AVAILABLE**

Approximately \$22 million is available for GAP Financing under this RFA for the new construction or acquisition and/or rehabilitation of multifamily affordable housing rental units. Applicants requesting funding under this RFA must provide at least seventy (70) residential rental units that will be affordable for households whose incomes are 80% or below the AMI ("Affordable Housing Unit"). A maximum of \$7 million per project is available.

If tax-exempt bonds are used as a source of funds for the proposed project, the selected Applicant is required to use HFA Multifamily Mortgage Revenue Bonds ("HFA Bonds"). Selected Applicants utilizing HFA Bonds must issue the HFA Bonds through the Broward County HFA. The proposed bond amount must be included in the overall pro forma.

For applications meeting the requirements of Phase Four 4 of the Process & Timeline, pg. 2 of this RFA, with respect to SAIL financing through FHFC, the SAIL loan amount must be shown on Appendix A. GAP funding request amount cannot exceed the SAIL loan amount.

Broward County reserves the right to negotiate award amounts regardless of the amount requested. The amount of funding available is conditional. The Applications are subject to funding available at the time of award.

### **5. APPLICATION PREPARATION AND SUBMITTAL REQUIREMENTS:**

- One (1) original clearly marked "original," within a secure binder, and eight (8) copies within

secure binders. Applications will not be accepted if not in secure binders.

- One (1) **searchable** electronic copy on a USB flash drive. Documents such as site plans, work-flow diagrams, photographs, and other documents not routinely suitable for searching are exempt from the searchable requirement.
- Applications must be submitted on 8 1/2" X 11" paper, single-sided, neatly typed, and with margins of 1", text of 12-point font size, and double spaced.
- Pages and attachments in the original Application and in all copies (paper and electronic) must be tabbed according to the sections, and sequentially numbered.
- Attachments must be included within each specific item, exhibit, appendix or section referenced within the Table of Contents.

**APPLICATIONS RECEIVED AFTER 12:00 PM (EST) FRIDAY, MARCH 20, 2026, WILL NOT BE ACCEPTED.**

**Send to: Broward County Housing and Urban Planning Division  
110 NE 3<sup>rd</sup> Street, Suite 300, Fort Lauderdale, FL 33301  
Attn: Lisa Wight, Project Manager**

## **6. SCOPE OF WORK**

Broward County is accepting Applications from qualified affordable housing Applicants for new construction or acquisition and/or rehabilitation of affordable multi-family housing units for rent, to be occupied by income-eligible individuals and/or families within Broward County. For the purposes of this RFA, projects must create newly designated Affordable Housing Units or extend the affordability period of existing Affordable Housing Units for a minimum of fifty (50) years (this includes the conversion of existing market rate units to Affordable Housing units). The affordability period will be the later of fifty (50) years, or if points are received for a perpetuity commitment pursuant to Section 21, page 24. Evaluation Criteria #13, a minimum of ninety-nine (99) years ("Affordability Period").

Applicants will be required to demonstrate that the project will support new construction or acquisition/rehabilitation of units to be occupied by income-eligible individuals and/or families within Broward County, in accordance with the specifications, terms and conditions included in this RFA.

Applicants requesting funding under this RFA must provide a minimum of seventy (70) multi-family rental Affordable Housing Units that will be affordable for households whose income is 80% or below the AMI. Rents charged for the rental Affordable Housing Units may not exceed the rent limits specified within Section 18 of this RFA. Additional affordable, workforce, and/or market rate units are encouraged. See Section 18 and Exhibit 1 of this RFA for Broward County's 2025 Income Limits and Rent Limits.

Applicants should outline their Application in such a way to allow the Evaluation Committee ("EC") to clearly discern that the Applicant understands the programmatic requirements and offers a plan for delivery of performance that is advantageous to the County and minimizes risk through overall quality and superior management. **Unless granted an extension at the sole and absolute discretion of the County Administrator, or such other person designated by the County Administrator, in writing, a funding award will be rescinded if the Applicant fails to close on construction financing within one (1) year of approval by the BOCC.**

The County reserves the right to rescind or reduce awarded funds for projects that present significant material changes to the project as presented in the initial Application, as determined in the sole and absolute discretion of the County Administrator, or such other person designated by the County Administrator, in writing.

## **7. TERMS OF AGREEMENT AND LOAN REQUESTS**

The Applicant should make a specific loan request to the County, which may not exceed the per project maximum as indicated in Section 4, page 9 of this RFA. The request should be the difference between (a) the Total Project Cost\* and (b) the Applicant's equity, available debt, other grants, tax credits, capital contributions and deferred Developer fees ("GAP Funding"). The terms of the agreement will include a minimum of a fifty (50) year affordable housing land use restriction; zero-percent interest for a loan not to exceed (30) years. With the County Administrator's approval, or the approval of such other person designated by the County Administrator, in writing, the loan term may exceed thirty (30) years if required to be coterminous with a senior mortgage loan.

Unless consented otherwise by the County in its sole and absolute discretion, the entire loan shall become due and payable in full upon the first to occur of the following: (i) upon acceleration of the loan by an event of default that continues beyond all applicable notice and cure periods; (ii) maturity date; or (iii) upon the sale, transfer, conveyance, or refinancing of the property or project, unless such sale, transfer, conveyance, or refinancing is (A) approved by County, in its sole and absolute discretion, (B) a permitted transfer, or (C) the conversion of the construction loan to the permanent loan to be made by the permanent lender. Notwithstanding the foregoing, if County consents to a sale, transfer, conveyance, or refinancing of the property or the project, County has the right to require partial prepayment of the loan in an amount subject to County's sole and absolute discretion. The loan may be prepaid at any time without penalty, provided that the County has received evidence that senior lenders have consented to the prepayment if such consent is required under the senior loan subordination agreements.

The Applicant shall not refinance, restructure, or otherwise modify any senior or subordinate debt secured by the project except in compliance with County's refinancing requirements and with County's prior written consent.

The selected Applicant will be responsible for all credit underwriting requirements and fees. Construction monitoring will be required for funds disbursed during construction, and the selected Applicant will also be responsible for the fees for such monitoring. The County will release no more than 80% of the funds during construction; with the remainder held back until the Applicant has satisfied the Final GAP Sizing requirement outlined withing Section 18, page 16 General Program Requirements.

\* Total Project Cost includes the following:

- (a) The cost of acquiring real property and any buildings thereon, including payment for options, deposits, or contracts to purchase properties.
- (b) The cost of site preparation, demolition, and development.
- (c) Expenses relating to the issuance of HFA tax-exempt bonds or taxable bonds, if any, related to the particular project.
- (d) Fees in connection with the planning, execution, and financing of the project, such as those of architects, engineers, attorneys, accountants, Developer fee, and the County.
- (e) The cost of studies, surveys, plans, permits, insurance, interest, financing, tax and assessment costs, and other operating and carrying costs during construction, rehabilitation, or reconstruction of the project.
- (f) The cost of the construction, rehabilitation, and equipping of the project.
- (g) The cost of land improvements, such as landscaping and offsite improvements related to the project, whether such costs are paid in cash, property, or services.
- (h) Reasonable and customary expenses in connection with initial occupancy of the project.
- (i) Reasonable and customary allowances for contingency reserves and reserves for any anticipated operating deficits during the first two (2) years after completion of the project, as may be extended to be consistent with the requirements of a senior lender. To the extent reserves are included

within the Total Project Costs, such reserves shall be held within a segregated account until released. Released funds shall be utilized to repay the GAP Funding.

- (j) The cost of such other items, including relocation costs, indemnity and surety bonds, premiums on insurance, and fees and expenses of trustees, depositories, and paying agents for the HFA's Bonds, for the construction or Rehabilitation/Moderate Rehabilitation/Substantial Rehabilitation of the Development, if applicable.

The loan agreement shall require that none of the units in the project will at any time be (1) utilized on a transient basis, (2) used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, nursing home, hospital, sanitarium, rest home, trailer court or park, or (3) rented for initial lease periods of less than six (6) months. No part of the rental project will, at any time, be owned or used by a cooperative housing corporation or converted to condominiums.

## 8. LEVERAGING

The intent of GAP Funding is to provide a funding source to fill a financing shortfall necessary to achieve financial viability for a project that is otherwise ready to proceed once the financing shortfall is met. Projects applying through this RFA for GAP Funding must have all other sources of funding committed that are necessary to complete the project. Applicants must provide supporting documentation showing ALL proposed sources of funding for the proposed project, with a summary identifying the lien position for each funding source listed within the RFA.

1.	What is the proposed Total Development Cost of the project?	\$
2.	What is the total GAP Funding per unit?	\$
3.	Is the project high-rise, mid-rise or garden construction?	<u>Development Type:</u>
4.	What type of parking will be provided? (Choose one of the following: surface parking, structured parking or combination of both)	<u>Parking Type:</u>

Projects will receive points based on the total GAP Funding request divided by the total number of rental Affordable Housing Units restricted to 80% or less AMI –(Refer to Exhibit 1 on page 28). Points will be awarded as specified below, based on building type and per unit GAP Funding request.

GAP Funding Per Affordable Unit											
Points	High-Rise				Mid-Rise				Garden		
0	Over		\$	75,000	Over		\$60,000		Over		\$ 45,000
4	\$ 65,001	to	\$	75,000	\$ 55,001	to	\$60,000		\$ 35,001	to	\$ 45,000
6	\$ 55,001	to	\$	65,000	\$ 45,001	to	\$55,000		\$ 25,001	to	\$ 35,000
9	\$ 45,001	to	\$	55,000	\$ 35,001	to	\$45,000		\$ 15,001	to	\$ 25,000
12	\$ 35,001	to	\$	45,000	\$ 25,001	to	\$35,000		\$ 5,001	to	\$ 15,000
15	\$ 25,001	to	\$	35,000	\$ 15,001	to	\$25,000		\$ -	to	\$ 5,000
High-Rise: A building comprised of 7 or more stories.											
Mid-Rise: A building comprised of 4, 5 or 6 stories.											
Garden: A building comprised of 1, 2 or 3 stories.											

## 9. Live Local Incentives

Please indicate any incentives available under the Live Local Act intended to be pursued for this project. (check all that apply)

☐ Tax Exemptions –

(To the extent that any revised operating pro forma results in a debt service coverage greater than that originally shown on the credit underwriting report, at the time the tax exemption was approved, the County may reduce the GAP Loan to an amount that results in a debt service coverage consistent with the original credit underwriting report. If there is a downsizing of any County funding that has already been drawn down, this funding amount must be repaid to the County.)

☐ Height Restrictions

☐ Parking Reductions

☐ Zoning Flexibility

## 10. CREDIT UNDERWRITING ANALYSIS

Applications approved by the BOCC will be required to undergo a credit underwriting analysis performed by a credit underwriter approved by Broward County. The credit underwriting process will be based on current industry standards and practices. Additionally, the credit underwriting fee must be timely paid to the credit underwriter. The credit underwriting process will require additional documentation outside of what was included within the Application, including numerous third-party reports. Fees for all third-party reports will be Applicant's responsibility.

**A favorable credit underwriting recommendation is required to effectuate awards.**

Credit underwriting analyses and reports will include a review of at least:

The Economic Feasibility of the project through an analysis of the following documents within the Application:

- Executed applications, firm commitments, and letters of intent as applicable to ensure:
  - Financing and equity sources represented in the Application are available to the Applicant;
  - The terms of the financing and equity sources meet the County's program requirements; and
  - Any changes from the Application are disclosed and addressed.

The Operating Pro Forma should depict:

- Proposed rents are achievable and consistent with RFA requirements and the Application submittal;
- Vacancy rate;
- Additional income;
- Operating expenses;
- Net operating income is sufficient to cover all proposed financing, annual debt service, and applicable fees at a level acceptable to the County or other lenders based on the information available; and
- Subsidy layering review, where applicable, to determine the appropriate amount of GAP Funding required, especially as it relates to public funds and reasonableness of cost allocations. Evidence of over-subsidizing or additional financing may result in a reduction of an award.

## 11. WHO MAY APPLY

Governmental entities, For-Profit organizations authorized to transact business in the State of Florida, and Not-for-Profit organizations authorized to transact business in the State of Florida with 501(c)(3) status.

## **12. CONTACT PERSONS**

Questions regarding this RFA are to be directed by e-mail to Lisa Wight, Project Manager, at [lwight@broward.org](mailto:lwight@broward.org).

Such contact shall be for clarification purposes only. The County must receive all questions no later than Thursday, March 19, 2026, by 12:00 P.M. eastern standard time. Questions and answers will be posted to the County's website <https://www.broward.org/Housing/Pages/RFAs.aspx>.

## **13. ESTIMATED PROJECT SCHEDULE (MILESTONES)**

Applicants shall provide a detailed project development schedule through completion that contains timeframe and performance benchmarks. The schedule must include all phases of the project, including acquisition, entitlement, design, construction, marketing, and tenant selection or buyer selection, as applicable. See requirements in Appendix C (page 37).

## **14. STANDARD DISCLOSURES INSTRUCTIONS FOR APPLICANTS**

### **Litigation History**

- a. All Applicants are required to disclose to the County all "material" cases filed, pending, or resolved during the last three (3) years prior to the RFA due date, whether such cases were brought by or against the Applicant, any parent or subsidiary of the Applicant, any predecessor organization or any principal of the Applicant. A case is considered to be "material" if it relates, in whole or in part, to any of the following:
  1. A similar type of work that the vendor is seeking to perform for the County under the current RFA;
  2. An allegation of negligence, error or omission, or malpractice against the Applicant or any of its principals or agents who would be performing work under the current RFA;
  3. An Applicant's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
  4. The financial condition of the Applicant, including any bankruptcy petition (voluntary and involuntary) or receivership; or
  5. A criminal proceeding or hearing concerning business-related offenses in which the Applicant or its principals (including officers) were/are defendants.

For each material case, the Applicant is required to provide all information identified on the Litigation History Form, Attachment I. The County will consider an Applicant's litigation history information in its review and determination of responsiveness. If the Applicant is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. An Applicant is also required to disclose to the County any and all case(s) that exist between the County and any of the Applicant's subcontractors/subconsultants proposed to work on this project. Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the Applicant being deemed non-responsive.

b. Additional Information

- |    |  |     |    |
|----|--|-----|----|
| 1. | Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response.   | Yes | No |
| 2. | Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response.   | Yes | No |
| 3. | Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.   | Yes | No |
| 4. | Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety. | Yes | No |
| 5. | Has your firm ever failed to complete any work awarded to you, services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.  | Yes | No |
| 6. | Has your firm ever been terminated from a contract within the last three years? If yes, specify details in an attached written response.   | Yes | No |

## 15. EVALUATION/SELECTION PROCESS

County staff will evaluate Applications received by the submittal deadline for completeness and verification that both the Applicant and the proposed project align with the solicitation requirements of this RFA. Applications determined to be non-responsive will not be considered or evaluated. All responsive Applications will be forwarded to the Evaluation Committee (EC) who will evaluate and rank the Applications on the evaluation criteria within Section 21 of this RFA. The EC Meeting to rank and score applications will be held on April 15, 2026, in the second-floor conference room at 110 NE 3rd Street, Suite 300, Fort Lauderdale, Florida, 33301. The criteria are itemized with their respective weights for maximum points. An Applicant may receive the maximum points or a portion of this score depending on the merit of its Application. For each Application, the scores of the Evaluation Committee members will be totaled and then averaged for a project score. **Projects must score a minimum average of 75 points to be considered for funding.** The number of projects to be considered for funding will be determined by the number of Applications that scored no less than the minimum points.

If a tie breaker is needed during scoring to determine project ranking, the first tiebreaker will be that projects with the least amount of County subsidy per unit will be ranked higher. If a second tiebreaker is needed, projects with the highest number of Affordable Housing Units will be ranked higher.

## 16. APPEALS PROCESS

All appeals must be timely submitted per the requirements of the Process & Timeline included within page 2 of this RFA. All appeals must be in writing and mailed or emailed to Ralph Stone, Executive Director, at the address or email listed below. All appeals must be based on the evaluation scoring criteria and the Applicant must define the basis for the appeal. The Executive Director will evaluate all appeals and provide a written response within two (2) business days of receiving the appeals letter or email. The Executive Director will not substitute his judgement for that of the EC. The Executive Director will limit his review to the points raised by any Applicant in their written appeal. The Executive Director's decision is final and will be reported to the EC. Recommendation of the selected applications will be submitted to the BOCC for final approval.

**ADDRESS APPEALS TO:**

Ralph Stone, Executive Director  
Broward County Housing Finance Authority  
110 NE 3<sup>rd</sup> Street, Suite 300  
Fort Lauderdale, Florida 33301  
[rstone@broward.org](mailto:rstone@broward.org)

With a copy to:

Lisa Wight, Project Manager  
Broward County Housing Finance Authority  
110 NE 3<sup>rd</sup> Street, Suite 300  
Fort Lauderdale, Florida 33301  
[lwight@broward.org](mailto:lwight@broward.org)

**17. CONE OF SILENCE**

The Cone of Silence, as provided in Section 1-266 of the Broward County Code of Ordinances, applies to this RFA. The County's Cone of Silence Ordinance prohibits certain communications, after the advertisement of the RFA and throughout the evaluation process, between potential applicants and County Commissioners or their staff, the County Administrator, Deputy County Administrator, Assistants to the County Administrator, their respective support staff, Evaluation Committee members, or any County staff involved in the evaluation or recommendation of selection under this RFA. Any violation of the Cone of Silence by an Applicant or its representative may be reported to the County's Office of Intergovernmental Affairs and Professional Standards.

The Cone of Silence shall remain in effect until an award is made, a contract is approved, or the County takes any other action which ends the procurement process. The Cone of Silence Ordinance is available at: <https://www.broward.org/Purchasing/Documents/ConeOfSilence.pdf>.

**18. GENERAL PROGRAM REQUIREMENTS****Income Limits, Rent Limits and Affordability:**

The Income and Rent Limits are updated annually by the Department of Housing and Urban Development ("HUD") and distributed by the FHFC. Affordability means that monthly rent payments do not exceed thirty percent (30%) of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071 (20), (21) and (30), Florida Statutes. See Exhibit 1, page 28 for Broward County's 2025 Income and Rent Limits (Subject to Change). Rent does not include any payment under Section 8 of the United States Housing Act of 1937, or other related assistance programs.

**GAP Award Stipulations:**

GAP Funding awards are project specific, and funding may not be transferred to another project. Additionally, GAP Funding for a specific project is not allowed to exceed the requested amount listed within the RFA, except for periods in which Florida Housing Finance Corporation has subsequently issued an RFA to address development viability issues, such as Development Loan Viability Funding, Construction Inflation Response Viability Funding, or other similar RFA "Viability RFA". Any additional GAP funding awarded by Broward County will be considered by the Executive Director on a case by case basis, subject to funding availability and will require a minimum thirty-five percent (35%) deferral of the Developer Fee. The Executive Director, in his or her sole and absolute discretion, may reject any request for additional funding if the Applicant does not demonstrate there is a current Viability RFA.

**Final GAP Financing Sizing:**



Prior to release of the final County loan disbursement, the Applicant shall provide Broward County with: a) Final Cost Certification itemizing all expenses incurred in association with construction or rehabilitation of the project, including Developer Fees and General Contractor fees, b) funding sources reflecting final equity contributions and any other changes to the development sources, c) operating income and operating expense information for the period prior to the receipt of the final IRS Form 8609, and d) the final IRS Form(s) 8609. If the total Project Costs/Sources are less/greater than originally underwritten, the GAP Financing will be subject to reduction. GAP Financing documents will require that released reserves (with the exception of replacement reserves or taxes/insurance escrows) are used to pay down the GAP Financing. Final Cost Certification should be in the form defined or described within FHFC rules and Section 42 IRC. If such requirements are not applicable to a specific application, the Executive Director will have discretion to establish alternative requirements for the release of the final County loan disbursement.

### **GAP Financing Fees:**

Closing Extension Fee: Applicants will be charged a nonrefundable extension fee of 1% of the GAP Funding Award for a County approved extension beyond the initial 12-month closing period after BOCC approval, and for any other subsequent extension.

Office of Broward County Attorney Legal Fees: \$15,000 upon construction financing closing.

Credit Underwriting Fees: As incurred.

Construction Loan Monitoring and Inspection: As incurred.

### **GAP Financing Extension Requirements:**

Applicants may request an extension of up to 12 months. All extension requests must be submitted in writing to the Executive Director, contain the specific reasons for the request, and detail the time frame to close on Construction Financing and GAP Funding. The Executive Director shall consider the facts and circumstances of the Applicant's request and any credit underwriting report, if available, prior to determining, in his or her sole and absolute discretion, whether to grant the requested extension. Applicants will be charged a nonrefundable extension fee of 1% of the GAP Funding Award ("Closing Extension Fee") for an approved extension beyond the period outlined within the Application.

If granted an extension, any Applicant claiming ten (10) points under the Shovel Ready scoring criteria who requests an extension of the closing date will be charged the Closing Extension Fee and an additional \$100,000 penalty fee, and will be prohibited from submitting an application for GAP Funding under the calendar year 2027 Broward County RFA for GAP funding.

Unless granted an extension, at the sole and absolute discretion of the Executive Director, if the GAP Financing loan does not close by the end of the extension period, the preliminary commitment or firm commitment, as applicable, will be deemed void and the funds will be de-obligated.

### **Project Modifications after GAP Award**

Prior to closing on construction financing, if the project is modified in any way that would have caused the project to score lower than a competing application not selected for funding, as determined by the Executive Director, in his or her sole and absolute discretion, the funds may be de-obligated from the Applicant and project, and re-allocated to the next highest scoring Application, all as determined by the Executive Director, in his or her sole and absolute discretion.

## **19. MAXIMUM DEVELOPER'S FEE AND GENERAL CONTRACTOR'S FEES:**

The Developer Fee shall be limited to sixteen percent (16%) of Project Cost\*, with the exception that a Developer Fee of eighteen percent (18%) of Project Cost shall be allowed if the proposed Project is utilizing HFA Tax-Exempt Bond-Financing.

The General Contractor's fee shall be limited to a maximum of fourteen percent (14%) of the actual construction cost.

\*Project Cost for the purposes of determining the Developer Fee, means the total of all costs incurred in the completion of a project excluding the Developer Fee, property acquisitions price (building and land), demolition costs, tenant relocation costs, construction costs associated with the delivery of commercial/retail space, and operating reserves that are part of the permanent phase financing for the project.

## **20. MINIMUM SUBMISSION REQUIREMENTS**

### **Applicant Submission**

The information listed below must be submitted in the written Application Summary. This is an opportunity for the Applicant to convey to the Evaluation Committee, in their own words, how the proposed project will: be a highly beneficial use of the property; be cost-effective; be timely; and provide options superior to those currently available to the community. Omission of any of the required information may lead to a determination that the Application is non-responsive. Please provide the following items as listed:

### **THE APPLICANT AND DEVELOPMENT TEAM:**

- A. The Application must include a description of the development team, the individuals, and organizations to be involved in the project. The Application must provide a description of the project manager and their experience. The development team shall include, without limitation, the Applicant, architect, engineers, and consultants, and it may include the contractor, property manager, lenders, attorneys, accountants, and investors. The Application must provide background information, including firm resumes and resumes for principals and employees expected to be assigned to the project.
- B. The name, address and telephone number of the Applicant, the name of any representative authorized to act on their behalf, the name of the contact to which all correspondence should be addressed, and the names and primary responsibilities of each individual on the development team. The Application should specifically identify the lead project manager.
- C. If the Applicant is not an individual doing business under their name, the Application must include a description of the firm and status of the organization (e.g. whether a for profit, not-for-profit or charitable institution, a general or limited partnership, a corporation, LLC, LLP, business association, or joint venture), and the jurisdictions in which it is registered to do business. If the Applicant is a non-profit, please include a list of the organization's Board of Directors and areas of expertise they represent.
- D. Identification of the nature of the entity: 1) to enter into the purchase and sales agreement or ground lease for the property, 2) identified as borrower, and 3) for each guarantor/s of debt, if any. In accordance with Section 287.05701, Florida Statutes, the County may not request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor or give preference to a vendor based on the vendor's social political or ideological interests.

- E. Applicant and all such entity and individual guarantors required by the County and/or the credit underwriter, shall execute and deliver guaranties in favor of the County, including without limitation, an absolute and unconditional guaranty of operating deficits, a completion guaranty, a guaranty of payment (developer), a guaranty of payment (recourse obligation), and an agreement of environmental indemnification.
- F. Identification of all principals, partners, co-venturers or sub-developers participating in the project, and the nature and share of participants' ownership in and compensation from the project.
- G. If the property manager has not already been selected and identified at the time the Application is submitted, the Application must include a discussion of what the process will be for securing property management services.
- H. Description of the organizational structure of the development team and a plan to ensure effective communication between Broward County and the development team during all phases of the project.
- I. A summary of the Applicant and the development team's experience collectively and individually. This includes experience with similar projects, and years of experience. Applicant should give particular attention to demonstrate experience with projects of a similar scale and complexity of site conditions, permitting, affordable housing developments, design, financing, and strategies for assuring perpetual affordability (if applicable). Applicant should demonstrate the ability to perform as proposed and to complete the project in a competent and timely manner, including the ability to pursue and carry out permitting, financing, marketing, design, construction and ongoing property operations/management.

In demonstrating the development team's experience, the following format should be used to submit the information for each project presented:

- project name,
  - project location,
  - project type and description,
  - project scope,
  - start date,
  - projected completion date and actual date of completion,
  - total development costs,
  - sources of financing,
  - total number of units, income restrictions, bedrooms per unit and bedroom sizes, and
  - long term property management/operations strategy to assure ongoing viability.
- I. Information regarding any legal or administrative actions in the past, pending or threatened, that could relate to the conduct of the Applicant, its principals, or any affiliates.
  - J. Confirmation that no local, state, nor federal taxes are due and outstanding for the development team or any constituent thereof.
  - K. List of current projects under development and the stage these projects are in (predevelopment, pending funding, construction, etc.).
  - L. Provision of at least three (3) references who can provide information to Broward County concerning the Applicant's experience in similar projects. Include contact names, titles, current telephone numbers, and e-mail addresses for each.

M. County Business Enterprise (“CBE”): The County and Applicant agree that contractor and vendor awards to CBEs are critical to the achievement of the County’s CBE participation objectives. Although this RFA does not have assigned CBE goals, Applicant agrees that wherever possible, every effort will be made to utilize the services of Broward County-certified CBE firms and Applicant shall include this provision in any subcontract it enters into pursuant to this RFA. Applicant must provide a brief narrative that demonstrates Applicant’s knowledge of Broward County Business Opportunity Act, as amended, and outline a plan for utilization of CBE. Please consult: [www.broward.org/smallbusiness](http://www.broward.org/smallbusiness)

The selected Applicant(s) will be required to report the percentage of CBE participation by it and its subcontractors on a quarterly basis.

#### SOURCES AND USES OF FUNDS:

For funding, other than County, HFA, local government entities within Broward County, and deferred Developer Fee funds, to be counted as a source, the Applicant must provide documentation of all financing proposals from both the construction and the permanent lender(s), equity proposals from the syndicator, and other sources of funding. The financing proposals must state whether they are for construction financing, permanent financing, or both.

The following will not be considered a source of financing: net operating income projects unless waived by the County, capital contributions not documented in accordance with financing proposals that are not from a Regulated Mortgage Lender, fee waivers or any portion of any fees that are reimbursed by the local government. Additionally, fee waivers or any portion of any fees that are reimbursed by the local government cannot be considered as development costs.

Funding source documentation, regardless of whether the documentation is in the form of a commitment, proposal, term sheet, or letter of intent, must meet the following criteria and shall contain:

- a) Amount of the construction loan, if applicable,
- b) Amount of the permanent loan, if applicable,
- c) Specific reference to the Applicant as the borrower or direct recipient, and
- d) Signature of lender.

#### MUNICIPAL FUNDING COMMITMENT (BONUS POINTS):

For contributions from municipalities where the project is located, documentation signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, Chairperson of the City Council/Commission are acceptable. For mixed-income projects, municipal contributions will be proportionately applied to the number of Affordable Housing Units eligible for GAP Funding based on the following formula: total municipal contribution amount divided by the total number of residential units, and then multiplied by the total number of Affordable Housing Units.

In order to be eligible to be considered for points as a municipal contribution, the contribution must:

- Be in effect as of Application Deadline;
- Be dedicated solely for the proposed project; and
- Provide a tangible economic benefit that results in a quantifiable cost reduction and given because the project will provide affordable housing.

Municipal contributions ineligible for points include, but are not limited to, the following:

- Contributions not specifically made for the benefit of affordable housing;
- Waiver of municipal impact fees;
- Municipal contributions that have not received final approval;
- Contributions from public housing authorities; or
- HOPE VI funds administered by HUD.

#### USE OF FHFC FORMS FOR THIS RFA

Applicants may utilize the current FHFC RFA Form Templates to provide supporting documentation for information required by this RFA only if 1) the FHFC form information is responsive to all RFA requirements; and 2) the FHFC form is annotated to reflect that the information and any applicable signature is certifying the project for the purposes of this RFA.

<b>21. EVALUATION CRITERIA</b>  <b>Applicants must refer to the page where the applicable scoring criteria information is located within the Application.</b>	Potential Points	Page Reference
<b>1. Project Description:</b> In addition to the Minimum Submission, Requirements and other requirements in this RFA, provide a detailed 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 (minimally the number of households, the cost estimate per unit and the timeline involved) and procedures or explain why relocation will not be required. c) anticipated parking requirements and type of parking (i.e.: surface, detached structure, integrated structured parking, offsite parking, etc.)	<b>0-5</b>	Page(s)  <input data-bbox="1463 352 1589 428" type="text"/>
<b>2. Ability to Proceed:</b> Applicant provided evidence of final site plan approval. Projects requiring additional approval do <b>NOT</b> qualify for these points. <b>To qualify for these points, Applicant must include in its Application, either evidence from the applicable municipality of final site plan approval or (for projects relying on development entitlements pursuant to the Live Local Act), final administrative site plan approval.</b>	<b>5</b>	Page(s)  <input data-bbox="1463 762 1589 837" type="text"/>
<b>3. The project must include a <u>minimum</u> of seventy (70) multi-family Affordable Housing Rental Units:</b> 71 - 94 Affordable Housing Rental Units 95 - 119 Affordable Housing Rental Units 120 - 144 Affordable Housing Rental Units 145 or more Affordable Housing Rental Units	<b>5</b> <b>10</b> <b>15</b> <b>20</b>	Page(s)  <input data-bbox="1463 1024 1589 1100" type="text"/>
<b>4. (Bonus Points) Municipal Funding Commitment:</b> Projects that have received Municipal Funding Commitments meeting the eligibility criteria in Section 20, page 20 above will receive points for each one million dollars of provided assistance. Points shall be awarded in increments of 5. No rounding or partial points shall apply.	<b>5 points per \$1,000,000</b>	Page(s)  <input data-bbox="1463 1341 1589 1417" type="text"/>
<b>5. Location of Proposed Development:</b> The project is located West of Broward County's Florida Turnpike.	<b>10</b>	Page(s)  <input data-bbox="1463 1562 1589 1638" type="text"/>
<b>6. Proximity to Transit:</b>	<b>10</b>	Page(s)

<p>Project is located within one half mile of an existing 1) Tri-Rail station; or 2) Brightline station. For points to be awarded, Applicants shall include a map verifying the half mile distance to the transit station.</p>		<input type="text"/>
<p><b>7. Organizational Capacity:</b> Provide a detailed narrative that demonstrates Applicant's organizational capacity to successfully complete the project. Identify and describe staff position(s) and their line responsibilities. The information shall include the functions to be performed by the key individuals. All key individuals include all partners, managers, senior staff and other professional staff that will perform work and/or services on this project.</p> <p><i>Up to 5 points will be awarded based on review of qualifications, resumes and previous participation in affordable housing development and finance. The intent is for Applicants with a longer history, more experience, and that have demonstrated adequate capacity to deliver and manage affordable housing developments to garner the most points.</i></p>	<p><b>0-5</b></p>	<p>Page(s)</p> <input type="text"/>
<p><b>8. Schedule:</b> Provide a detailed description of Applicant'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.</p> <p><i>Up to 5 points will be awarded based on the thoroughness of the information responsive to the above criteria. Schedule information should be reflected in Appendix C with any additional information provided in response attached to Appendix C.</i></p>	<p><b>0-5</b></p>	<p>Page(s)</p> <input type="text"/>
<p><b>9. Sources and Uses of Funds:</b> Provide a Sources and Uses of Funds in the format prescribed on Appendix A, page 30 or in a format consistent with FHFC RFA requirements, and a budget narrative as an attachment that indicates Applicant's proposed budget supports the scope of work performance. The intent is to demonstrate funding sources are sufficient to close on Construction Financing in timeframe reflected in the Applicant's RFA response and required per the RFA.</p> <p><i>Up to 15 points will be awarded based upon the financing and commitments in place to finance the project within the required timeframe. Commitment letters and letters of intent should contain terms, conditions, and expiration dates. The intent is that firm commitments from all sources will garner the most points. See Section 20, page, 20, Minimum Submission Requirements - "Sources and Uses of Funds" for additional information.</i></p>	<p><b>0-15</b></p>	<p>Page(s)</p> <input type="text"/>
<p><b>10. Previous Experience:</b> Provide a detailed narrative with verifiable evidence of at least three (3) similar projects (See Section 21.1, Completed Projects page 26, below), inclusive of references. Project should be comparable in scope and complexity demonstrated with evidence of satisfactory performance.</p> <p><i>Up to 10 points will be awarded based upon relevant experience. Cited references should be based on the same project type (new construction or acquisition/rehabilitation) proposed in the application.</i></p>	<p><b>0-10</b></p>	<p>Page(s)</p> <input type="text"/>

<b>11. Green Building Techniques:</b> Describe efforts to incorporate Green Building and Energy Saving products and processes into the new construction or activities for the multi-family project(s). Please indicate if the project is planned for a specific green building rating system certification and if so, which level. Applicants receiving points for Green Building Techniques will be required to incorporate the commitments within the Project.	<b>5</b>	Page(s) <input data-bbox="1466 184 1593 262" type="text"/>
<b>12. Shovel Ready:</b> Project closes on Construction Financing within 12 months after BOCC approval of Project.  <b>Projects taking advantage of points under this criterion must have the Applicant acknowledge and agree that Applicant will close on all Construction Financing within 12 months after approval by the BOCC, as indicated on Appendix C.</b>  <b>Applicants claiming points under the Shovel Ready criteria who requests an extension of the closing date will be charged the Closing Extension Fee and an additional \$100,000 penalty fee, and will be prohibited from submitting an application for GAP Funding under the calendar year 2027 Broward County RFA for GAP funding.</b>	<b>10</b>	Page(s) <input data-bbox="1466 453 1593 531" type="text"/>
<b>13. Land Provisions:</b> Did the Applicant provide documentation indicating land associated with the project will remain “affordable” in perpetuity (i.e. a minimum of 99 years), via Deed Restriction?	<b>10</b>	Page(s) <input data-bbox="1466 873 1593 951" type="text"/>

**The remainder of this page is left blank intentionally**



<b>14. Leveraging Points:</b> Does the Applicant qualify for leveraging points as described below and within Section 8, page 12.											<b>0-15</b>	Page(s) <input type="text"/>																																																																																																		
<table border="1"> <thead> <tr> <th colspan="12">GAP Funding Per Affordable Unit</th> </tr> <tr> <th colspan="3">High-Rise</th> <th colspan="3">Mid-Rise</th> <th colspan="3">Garden</th> <th>Points</th> <th colspan="2"></th> </tr> </thead> <tbody> <tr> <td>Over</td> <td></td> <td>\$75,000</td> <td>Over</td> <td></td> <td>\$60,000</td> <td>Over</td> <td></td> <td>\$ 45,000</td> <td>0</td> <td colspan="2"></td> </tr> <tr> <td>\$ 65,001</td> <td>to</td> <td>\$75,000</td> <td>\$ 55,001</td> <td>to</td> <td>\$60,000</td> <td>\$35,001</td> <td>to</td> <td>\$ 45,000</td> <td>4</td> <td colspan="2"></td> </tr> <tr> <td>\$ 55,001</td> <td>to</td> <td>\$65,000</td> <td>\$ 45,001</td> <td>to</td> <td>\$55,000</td> <td>\$25,001</td> <td>to</td> <td>\$ 35,000</td> <td>6</td> <td colspan="2"></td> </tr> <tr> <td>\$ 45,001</td> <td>to</td> <td>\$55,000</td> <td>\$ 35,001</td> <td>to</td> <td>\$45,000</td> <td>\$15,001</td> <td>to</td> <td>\$ 25,000</td> <td>9</td> <td colspan="2"></td> </tr> <tr> <td>\$ 35,001</td> <td>to</td> <td>\$45,000</td> <td>\$ 25,001</td> <td>to</td> <td>\$35,000</td> <td>\$ 5,001</td> <td>to</td> <td>\$ 15,000</td> <td>12</td> <td colspan="2"></td> </tr> <tr> <td>\$ 25,001</td> <td>to</td> <td>\$35,000</td> <td>\$ 15,001</td> <td>to</td> <td>\$25,000</td> <td>\$ -</td> <td>to</td> <td>\$ 5,000</td> <td>15</td> <td colspan="2"></td> </tr> </tbody> </table>													GAP Funding Per Affordable Unit												High-Rise			Mid-Rise			Garden			Points			Over		\$75,000	Over		\$60,000	Over		\$ 45,000	0			\$ 65,001	to	\$75,000	\$ 55,001	to	\$60,000	\$35,001	to	\$ 45,000	4			\$ 55,001	to	\$65,000	\$ 45,001	to	\$55,000	\$25,001	to	\$ 35,000	6			\$ 45,001	to	\$55,000	\$ 35,001	to	\$45,000	\$15,001	to	\$ 25,000	9			\$ 35,001	to	\$45,000	\$ 25,001	to	\$35,000	\$ 5,001	to	\$ 15,000	12			\$ 25,001	to	\$35,000	\$ 15,001	to	\$25,000	\$ -	to	\$ 5,000	15				
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<b>15. Workforce and Market-Rate Units.</b>												Page(s)																																																																																																		
a) Has the Applicant incorporated ten (10) or more units above the required minimum of seventy (70) Affordable Housing Units as workforce units (greater than 80% and up to 140% AMI)?											<b>Yes (5)</b> <b>No (0)</b>	<input type="text"/>																																																																																																		
b) Has the Applicant incorporated ten (10) or more units above the required minimum of seventy (70) Affordable Housing Units at market-rate (greater than 140% AMI) units?											<b>Yes (5)</b> <b>No (0)</b>	<input type="text"/>																																																																																																		
<b>16. Lower Income Units.</b>												Page(s)																																																																																																		
a) Does the Applicant commit at least 40% of the total Affordable Housing Units as affordable at 60% AMI or less for the entire proposed Affordability Period*?											<b>Yes (5)</b> <b>No (0)</b>	<input type="text"/>																																																																																																		
b) Does the Applicant commit 100% of the total Affordable Housing Units at 60% AMI or less for the entire proposed Affordability Period*? *Refer to Affordability Period definition within Section 6, page 10, scope of work.											<b>Yes (5)</b> <b>No (0)</b>	<input type="text"/>																																																																																																		
<b>17. Self-Sourced Funding ("SSF").</b> SSF is permanent financing from the Applicant entity's own resources for the project. Points will be awarded for this category if all of the following criteria are met:											<b>5</b>	Page(s)																																																																																																		
a) SSF must amount to half of the requested GAP Funding amount or \$1,000,000, whichever is greater;												<input type="text"/>																																																																																																		
b) Developer fee is not included in SSF amount; and																																																																																																														
c) SSF must be subordinate to the GAP loan.																																																																																																														
<b>TOTAL MAX POINTS (excluding potential bonus points from Criteria 4)</b>											<b>150</b>																																																																																																			

<b>21.1 COMPLETED PROJECTS</b>					
<b>Project Name</b>	<b>Reference Contact</b>	<b>Location</b>	<b>Project Type</b>	<b># Of Units</b>	<b>Year Completed</b>

## **22. INSURANCE REQUIREMENTS**

Throughout the term of the Agreement, Applicant shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit 2 (page 29) in accordance with the terms and conditions of this article. Applicant shall maintain insurance coverage against claims relating to any act or omission by Applicant, its agents, representatives, employees, or subcontractors/subconsultants ("Subcontractor") 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. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

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

On or before the effective date of the Agreement, or at least fifteen (15) days prior to commencement of the work required of Applicant under the Agreement, Applicant 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, Applicant shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

Applicant shall ensure that all insurance coverages required by this article shall remain in full force and effect without any lapse in coverage throughout the term of the Agreement and until all performance required by Applicant has been completed, as determined by the designated contract administrator. Applicant or its 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).

All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

If Applicant maintains broader coverage or higher limits than the insurance requirements stated in Exhibit 2, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Applicant.

Applicant 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 of the

Agreement or commencement of the work required of Applicant under the Agreement. Applicant 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 Applicant 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. Applicant agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Applicant agrees to obtain same in endorsements to the required policies.

Unless prohibited by the applicable policy, Applicant waives any right to subrogation that any of Applicant's insurer may acquire against County and agrees to obtain same in an endorsement of Applicant's insurance policies.

Applicant shall require that each Subcontractor maintains insurance coverage that adequately covers the work required under the Agreement, provided by that Subcontractor on substantially the same insurance terms and conditions required of Applicant under this article. Applicant 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. Applicant shall not permit any Subcontractor to provide work required under the Agreement unless and until all applicable requirements of this article are satisfied.

If Applicant 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 Applicant. If requested by County, Applicant shall provide, within one (1) business day, 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 of the Agreement; (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 of the Agreement, Applicant 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**

## Exhibit 1

### BROWARD COUNTY 2025 INCOME AND RENT LIMITS

The following chart contains the current income and rent limits for 2025. The income and rent limits are published annually by the U.S. Department of Housing and Urban Development (HUD) and Florida Housing Finance Corporation (FHFC). Projects considered for assistance will be required to comply with the limits posted at the time the County funds are being offered.

Broward County Median Income: \$96,200

Effective: 4/1/2025

<i><b>Income Limit by Number of Persons in Household</b></i>	<i><b>Percentage Category</b></i>			
	<b>50% AMI</b>	<b>60% AMI</b>	<b>80% AMI</b>	<b>120% AMI</b>
<b>1</b>	\$40,350	\$48,420	\$64,560	\$96,840
<b>2</b>	\$46,100	\$55,320	\$73,760	\$110,640
<b>3</b>	\$51,850	\$62,220	\$82,960	\$124,440
<b>4</b>	\$57,650	\$69,180	\$92,240	\$138,360
<b>5</b>	\$62,250	\$74,700	\$99,600	\$149,400
<b>6</b>	\$66,900	\$80,280	\$107,040	\$160,560
<b>7</b>	\$71,500	\$85,800	\$114,400	\$171,600
<b>8</b>	\$76,100	\$91,320	\$121,760	\$182,640
<b>9</b>	\$80,710	\$96,852	\$129,136	\$193,704
<b>10</b>	\$85,322	\$102,386	\$136,515	\$204,773


<b>BROWARD COUNTY RENT LIMIT BY NUMBER OF BEDROOMS IN UNIT</b>						
<b>Percentage Category</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>50%</b>	\$1,008	\$1,080	\$1,296	\$1,498	\$1,672	\$1,845
<b>60%</b>	\$1,210	\$1,296	\$1,555	\$1,798	\$2,007	\$2,214
<b>80%</b>	\$1,614	\$1,729	\$2,074	\$2,398	\$2,676	\$2,952
<b>120%</b>	\$2,421	\$2,593	\$3,111	\$3,597	\$4,014	\$4,428

**HUD FY 2025 Income Limits Established by Federal Guidelines - Subject to Change**

## Exhibit 2 (SAMPLE Insurance Requirements)

### MINIMUM INSURANCE REQUIREMENTS

Project: **2026 GAP Financing for the New Construction or Acquisition and/or Rehabilitation of Multi-Family Affordable Housing Rental Units**  
 Agency: **Housing and Urban Planning Division**

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> XCU 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 <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <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	   <b>\$5,000,000</b>   	   <b>\$5,000,000</b>   
<b>AUTO LIABILITY</b> <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>			Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	   <b>\$500,000</b> 	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input 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"/> <b>WORKERS' COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	<b>STATUTORY LIMITS</b>		
<input checked="" type="checkbox"/> <b>EMPLOYERS LIABILITY</b>			Each Accident	<b>\$500,000</b>	
<input type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b> All engineering, surveying and design professionals.	N/A		Each Claim:		
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> <b>POLLUTION/ENVIRONMENTAL LIABILITY</b>			Each Claim:		
			*Maximum Deductible:		
<input checked="" type="checkbox"/> <b>BUILDER'S RISK</b> <i>Note: Coverage must be "All Risk" Completed Value. Broward County is listed as a Loss Payee.</i>			*Maximum Deductible (Wind and/or Flood):	Not to exceed 5% of completed value.	<b>Completed Value</b>
			*Maximum Deductible:	\$10,000	
Description of Operations: Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. County shall be provided 30 days' written notice of cancellation, 10 days' notice of cancellation for non-payment. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					
<b>CERTIFICATE HOLDER:</b>  Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301			 Digitally signed by COLLEEN POUNALL Date: 2026.01.27 09:57:48 -05'00' <hr/> Risk Management Division		

## Appendix A

### SOURCES AND USES 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
- Dollar 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, volunteer equity, other-specify)
- Date funded, requested, and expected, and enforceable financing commitments (attach copy of commitment letters)

### SOURCES AND USES OF FUNDS

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

<b>PROJECT COSTS</b>					
<b>Itemized Cost</b>	<b>Total Cost</b>	<b>GAP</b>	<b>Source A</b>	<b>Source B</b>	<b>Source C</b>
<b>A. Acquisition Cost</b> 1. Land 2. Existing Structures 3. Other					
<b>B. Site Work</b> 1. Site Work (not included in construction contract costs) 2. Other					
<b>C. Construction</b> (construction contract costs) 1. Site Work 2. New Building 3. Parking Structure or Surface Lot 4. Other					
<b>D. Architectural &amp; Engineering Fees</b> 1. Architect Fee-Design 2. Architect Fee-Supervision 3. Consultant or Processing Agent 4. Engineering Fees 5. Other					
<b>E. Other Owner Costs</b> 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					
<b>F. Interim Costs</b> 1. Construction Insurance 2. Construction Interest 3. Construction Loan Origination Fee					
<b>G. Permanent Financing Fees &amp; Expenses</b> 1. Credit Report 2. Permanent Loan Origination Fee 3. Title and Recording 4. Counsel's Fee					
<b>H. Developer's Fee</b>					

PROJECT COSTS					
Itemized Cost	Total Cost	GAP	Source A	Source B	Source C
<b>K. Project Administration/ Management</b> 1. Marketing/Management 2. Operating Expenses 3. Taxes 4. Insurance					
<b>L. Total uses</b>					
<b>M. Total Financial Sources</b>					
<b>N. Difference</b>					
<b>O. Additional Sources of Permanent Financing</b>					
Owner's equity					
Loan:					
Loan:					
Total (Compare to line L):					

The remainder of this page is left blank intentionally



## Appendix B

### RENTS AND OPERATING PRO FORMA

#### A. Units and Rental Rates

% of Median Income*	# of Bedrooms	# of Units	Sq. Ft. of Living Area**	Rent	Tenant Paid Utility Allow.	Proposed Net Rent	Net Rent/Sq. Ft.
	0			\$	\$	\$	
	1			\$	\$	\$	
	2			\$	\$	\$	
	3			\$	\$	\$	
	4			\$	\$	\$	
	5			\$	\$	\$	
	<b>TOTAL</b>			\$	\$	\$	
				\$	\$	\$	
				<b>ANNUAL</b>	<b>INCOME</b>	\$	

\* Commitments to set aside units as Affordable Housing Units at the AMIs reflected within the Set Asides Commitment matrix below will be the commitments reflected within the declaration of covenants and restrictions or other similar documents.

\*\* Living area should be defined as air-conditioned spaces only.

#### Rents and Operating Pro Forma

##### Operating Pro Forma

- 1) Submit a thirty (30) year operating pro forma for the proposed development with the Project's estimated operating expenses, income, debt service assumptions and debt coverage ratios. The operating pro forma must be tabbed, labeled, and clearly identified.
- 2) If loan or other funding approval is in place, insert the actual interest rate(s), terms, and assumptions used in obtaining the commitment.
- 3) Evidence of the figures used to obtain the commitment must be located directly behind this form, labeled and clearly identified with the funding source guidelines.

#### TOTAL SQ FT OF DEVELOPMENT

Type	Square Footage
Living Area	
Non-Living Area	
Parking Type	No. of Spaces
Surface	
Structured	

**AMI AFFORDABILITY SET ASIDE COMMITMENTS – Complete to Reflect the Set Aside Commitments\***

		Up to [      Years]		Between [      ] [      Years]		Between [      ] [      Years]		Over 50 Years
AMI%		# Units		# Units		# Units		#Units
Total								

**\*Use a separate sheet if necessary to incorporate all set aside commitments and periods. Set aside commitments specified with the AMI Affordability Set Aside Commitments matrix will be included in the County loan documents, including the loan agreement, and declaration of covenants and restrictions.**

**The remainder of this page is left blank intentionally**

Complete the Pro Forma shown below and provide Project figures for New Construction or Rehabilitation projects for 30 years. Attach a detailed explanation of all Project operating and debt assumptions directly behind this form with a tab labeled and clearly defined.

<b>INCOME</b>	
Gross Residential Rent Income (Attach rent schedule)	
Gross Commercial/Retail Rent Income (Attach rent schedule)	
Other income (specify source) _____	
Subtotal	
Minus Vacancy (____% of Subtotal)	
(A) INCOME	
<b>OPERATING EXPENSES</b>	
Salaries	
Repair and Maintenance	
Utilities	
Administration	
Contract Services	
Management Fees	
Insurance	
Miscellaneous	
Real Estate Taxes	
Replacement Reserve	
(B) EXPENSES	
<b>NET OPERATING INCOME</b>	
(A) Income	
(B) Expenses	
Net Operating Income	

<b>DEBT SERVICE ASSUMPTIONS *</b>	
(A) Base interest rate	
(B) "All In" interest rate (i.e.: base rate plus spread, servicing fees, etc.)	
(C) Amortization (Stated in number of years.)	
(D) Annual Debt Service	
<b>DEBT SERVICE COVERAGE</b>	
(E) Net Operating Income	
(F) Annual Debt Service for all mortgages	
(G) Debt Service Ratio [Divide (A) by (b)]	

\* Provide detail for each mortgage separately.

If debt service coverage relies on other sources of funds in addition to net operating income, attach separate sheet(s) describing source of funds. The attachment(s) should be placed directly behind this form, labeled "Appendix B," and be clearly identified.

**The remainder of this page is left blank intentionally**

## Appendix C

GENERAL PROJECT REQUIREMENTS												
<b>Provide property and site control information</b>												
<b>A. Applicant currently has control of site through:</b> <div style="margin-left: 40px;"> <input type="checkbox"/> Fee Simple title (full control)  <input type="checkbox"/> Executed Contract  <input type="checkbox"/> Ground Lease         </div>												
<b>B. Provide evidence of Site Control (e.g. copy of warranty deed, purchase option agreement, etc.).</b>												
<b>C. Provide a list of all folio numbers for the project site and attach pictures of the site/structure.</b> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 50%; text-align: center; padding: 5px;">Site Address</th> <th style="width: 50%; text-align: center; padding: 5px;">Folio Number</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> </tbody> </table>			Site Address	Folio Number								
Site Address	Folio Number											
<b>Date and Type of Conveyance:</b>												
<b>D. If site is not under the Applicant's control, provide timeline and schedule for establishing control. (Contract for Purchase is the minimum required documentation)</b>												
Legal Description and Map (attach): Street Address: _____  Current Owner: _____												
<b>E. Does the Project need the following:</b>	<b>Yes* / No</b>	<b>Date Expected</b>										
Site Plan Approval												
Platting / Replatting												
Building												
Variance												
Easements / Right-Of-Way												
Water & Sewer												
	*Provide documentation substantiating each item marked "No".											
<b>F. 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.</b> <div style="text-align: right; margin-top: 10px;"> <input type="checkbox"/> Yes, Property is adequate (Provide evidence)  <input type="checkbox"/> No, Please Explain         </div>												
<b>Explanation:</b>    												

<b>G.</b>	Provide a lay-out of the project site showing details, including the locations of any existing buildings or other structures.
<b>H.</b>	Provide a location map, showing location of the project to the surrounding area.
<b>I.</b>	Phase 1 Environmental Assessment will be required within six months of the selected project. Provide mitigation plan, if needed.
<b>J.</b>	Project Development Schedule: complete the following checklist by indicating the actual or expected date for the following activities.
<b>Month/Day/Year</b>	<b>Actual or Scheduled Activity</b>
	<b>Site:</b>
	Acquisition
	Environmental Review Completed
<b>Local Permits:</b>	
	Conditional Use Permit
	Variance
	Plat Review
	Grading Permit
	Building Permit
<b>Construction Financing:</b>	
	Loan Application
	Enforceable Commitment
	Closing and Disbursement
<b>Permanent Financing:</b>	
	Loan Application
	Enforceable Commitment
	Closing and Disbursement
<b>Other Loans and Grants:</b>	
Type & Source	
	Application
	Closing & Award
<b>Construction, Sale and Occupancy:</b>	
	Construction Start
	Construction Completion
	Placed In-Service
	Sale and closing of Units
	Occupancy of All Very low-income; low-income and moderate-income rental Units
<b>K.</b>	<p>Does the Applicant acknowledge and agree that the Applicant (i) will close on all Construction Financing within 12 months after approval by the BOCC, and (ii) will not request from the Executive Director, any extension to close on such Construction Financing?</p> <p style="text-align: right;">_____ Yes</p> <p style="text-align: right;">_____ No</p>

## **Appendix D**

### **APPLICANT CERTIFICATION AND ACKNOWLEDGEMENT FORM**

By submitting the Application, the Applicant acknowledges and certifies that:

1. The proposed Project can be completed and begin operating within the development schedule and budget submitted to Broward County.
2. 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 Applicant Team's experience, past performance or financial capacity is satisfactory. The past performance record, financial capacity, and any and all other matters relating to the Applicant's Team, which consists of the Applicant, Management Company, General Contractor, Architect, Attorney, Accountant, and Service Provider/s will be reviewed during credit underwriting. The credit underwriter may require additional information from any member of the Applicant's Team, including, without limitation, documentation on other past projects and financials. Applicant Teams with an unsatisfactory past performance record, inadequate financial capacity, or any other unsatisfactory matters relating to their suitability, may receive a negative recommendation from the credit underwriter.
3. Applicant shall timely provide Broward County with any changes in funding sources or amounts. Changes in funding sources or amounts may result in a reduction in GAP Funding and/or the need to reassess the Project through additional credit underwriting.
4. The Applicant acknowledges that any funding preliminarily secured by the Applicant is expressly conditioned upon an independent review, analysis, and verification of all information contained in this Application that may be conducted by the successful completion of credit underwriting, and all necessary approvals by the BOCC, or other legal counsel, the credit underwriter, and County staff.
5. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees as may be requested or required. The Applicant understands and agrees that Broward County is not responsible for actions taken by the Applicant in reliance on a preliminary commitment by Broward County.
6. The Applicant, its Project team, and all Financial Beneficiaries have read all applicable County rules governing this RFA, have read the instructions for completing this RFA, and will abide by the applicable Florida Statutes and the credit underwriting and program provisions outlined in RFA and any applicable federal, state, city, county rules and ordinances.
7. In eliciting information from third parties required by and/or included in this Application, the Applicant has provided such parties information that accurately describes the Project as proposed in this Application.
8. The undersigned is authorized to bind all Financial Beneficiaries to this certification and warranty of truthfulness and completeness of the Application.

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

---

**Signature of Applicant Name (typed or printed)**

---

**Title (typed or printed)**

---

**Date**

## **SECTION I**

### **ATTACHMENTS**



**Attachment A**

**CERTIFICATE OF STATUS – SECRETARY OF STATE**

**Attachment B**

IRS Form 501(c) (3)

## Attachment C

### 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 an Application to the Public Works and Environmental Services 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 C, 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).*

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF FLORIDA            )  
  SS:  
COUNTY OF BROWARD        )

The foregoing was acknowledged before me by means of (check one) [ ] physical presence or [ ] online notarization this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_, who (check one) [ ] is personally known to me or [ ] has produced a valid \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public  
Commission Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

## **Attachment D**

### **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 of Ordinances, Chapter 16½), the Applicant 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, national origin, marital status, disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

The Applicant 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.

Applicant: \_\_\_\_\_

Executive Director: \_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date:

**Attachment E**  
**COUNTY BUSINESS ENTERPRISE**

This Applicant will choose, whenever possible, contractors, subcontractors, vendors, suppliers, and providers of services who are certified as County Business Enterprise (CBE) through Broward County's Office of Economic and Small Business Development (OESBD).

The County and Applicant agree that contractor and vendor awards to CBEs are critical to the achievement of County's CBE participation objectives. Although this RFA does not have assigned CBE goals\*, Applicant agrees that wherever possible, every effort will be made to utilize the services of Broward County-certified CBE firms and Applicant shall include this provision in any subcontract it enters into pursuant to this RFA.

Additionally, the Applicant 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 selected Applicant(s) will be required to report the percentage of CBE participation on a quarterly basis.

For more information, please consult: [www.broward.org/smallbusiness](http://www.broward.org/smallbusiness) or call OESBD at 954-357-6400.

Applicant: \_\_\_\_\_

Executive Director: \_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date:

*\*This project is not situated on property that is owned by Broward County and, as such, CBE participation is encouraged.*

**Attachment F**  
**AMERICANS WITH DISABILITIES ACT POLICY**

This Applicant 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 Applicant shall make efforts in good faith to arrange "reasonable accommodations" for qualified Applicants, providing these accommodations do not create "undue hardship" for the Applicant.

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 Applicant, 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 Applicant 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 Applicant.

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 Applicant'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 Applicant shall comply with the provisions of the Family and Medical Leave Act of 1993.

Name of Applicant: \_\_\_\_\_

Executive Director: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment G

### EQUAL EMPLOYMENT OPPORTUNITY POLICY

#### POLICY:

The progress of this Applicant requires that we utilize all available staff to the fullest, regardless of race, color, religion, age, sex, 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 Applicant to grant equal employment opportunities to all qualified persons without regard to the factors listed above.

This Applicant'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 Applicant 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 Applicant 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 Applicant: \_\_\_\_\_

Executive Director: \_\_\_\_\_  
Signature:

\_\_\_\_\_ Date:



## **Attachment H**

### General Contractor's License

## Attachment I

### Last Three (3) Years Litigation History Form

The completed form(s) should be returned with the Applicant's submittal. Applicant may be deemed non-responsive for failure to fully comply within stated timeframes.

\_\_\_\_\_ There are no material cases for this Applicant; or

\_\_\_\_\_ Material Case(s) are disclosed below:

Is this for a (check type) Parent _____ Subsidiary _____ Predecessor Firm _____	If Yes, name of parent/Subsidiary/Predecessor:
<b>Party</b>	
Case Number, Name, and Date Filed	
<b>Type of Case</b>	
Claim or Cause of Action and Brief Description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case  (Attach copy of any applicable judgement, Settlement Agreement and Satisfaction of judgement.)	
Opposing Counsel	Name: _____  Email: _____  Telephone Number: (     ) _____

Applicant Name: \_\_\_\_\_

\_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Date

## **SECTION II**

Copies of the Résumés of the Proposed Project Team