



**REQUEST FOR APPLICANTS (RFA)**  
**FOR**  
**Multi-Family Rental New Construction of Affordable Housing**  
**Fiscal Year 2021**

**Issued: Friday, April 2, 2021**  
**Deadline: Friday, April 23, 2021**

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

**The RFA is available on-line at:**  
**<http://www.broward.org/Housing/Pages/RFAs.aspx>**

Issued by:

Broward County Housing Finance and Community Redevelopment Division  
110 NE 3<sup>rd</sup> Street, Suite 300  
Fort Lauderdale, FL 33301

<b>PROCESS &amp; TIMELINE</b>	
<b>PHASE ONE – Window of Opportunity for Assistance</b>	
a. Request for Applications (RFA) (the “RFA”) Issued	April 2, 2021
b. <u>Email all questions to Glenn Amoruso, Project Manager at: <a href="mailto:gamoruso@broward.org">gamoruso@broward.org</a></u>	April 2, 2021 – April 21, 2021 @ 12:00 P.M. (EST)
c. Cone of Silence Ordinance provides that after the advertisement of the RFA, potential vendors and their representatives are substantially restricted from communicating regarding the RFA with Board of County Commissioners (“BOCC”) and staff, County Administrator, their respective support staff, Evaluation Committee Members, or any staff person that is to evaluate or recommend selection in this RFA process.	April 2, 2021 or 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, ten (10) copies, and one searchable copy on a USB flash drive	April 23, 2021 12:00 P.M. (EST)
<b>PHASE THREE – Review, Evaluation &amp; Recommendation Process</b>	
a. Staff Review of Applications	April 26, 2021 – April 30, 2021
b. Evaluation Committee (“EC”) Review of Applications	May 3, 2021 – May 7, 2021
c. Scoring of Applications & Recommendations via WebEx Meeting	May 10, 2021
d. Appeals Process	May 10, 2021 – May 14, 2021 Deadline: May 14, 2021 @4:00 P.M. (EST)
e. BOCC Meeting/Selection of Project(s).	June 2021
<b>PHASE FOUR – Agreement Contracting Process</b>	
To be Completed on or before:	June 2022
<b>PHASE FIVE – Source of Funds</b>	
These funds require the use of non-County revenue sources. Projects that have received tax-exempt bonds, or an award of 1) tax credit and/or SAIL financing through Florida Housing Finance Corporation, Broward County Land Contribution, and/or 2) Broward County Gap Financing within the last three (3) years are <b>NOT</b> eligible to apply for funding for the same project. The Applicant must enter into a firm commitment for senior financing (“Senior Commitment”) with such commitment provided to HFCRD within six (6) months of the project Application being approved by the Board of County Commissioners, and unless extended per Section 18 of this RFA, within one (1) year of Application being approved by the BOCC close on the Senior Commitment and other construction funding sources (“Construction Financing”). If the timelines are not met, the Applicant will be subject to funding penalties. (See footnote page 17).	
<b>PHASE SIX – Rescind Application(s)</b>	
The Director of Housing Finance and Community Redevelopment Division (“HFCRD”) reserves the right to rescind any or all Applications if a Senior Commitment, Construction Financing or other funding sources does not meet the requirements of this RFA or is materially different from what was proposed in the RFA, as determined in the Director’s sole discretion.	

#### **APPLICATION DISCLAIMER**

Applicants should check the County’s website for updates and/or modifications to this Application.

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

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**BROWARD COUNTY HOUSING FINANCE AND COMMUNITY REDEVELOPMENT DIVISION (HFCRD)**

**REQUEST FOR APPLICATIONS (RFA)**

**FY 2021**

**1. APPLICANT COVER SHEET**

**A. Funding Request Summary**

1. Project Name:	2. Project Type: <b>New Construction</b>	3. Funding Source: <b>GAP FINANCING</b>	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 (check all that apply): <input type="checkbox"/> Private-For-Profit Corporation or Limited Partnership <input type="checkbox"/> Not-For-Profit	
22. (State) licensed to do business in Florida (Only units of government can check N/A) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A.	
23. Federal Identification Number:	

**C. Certification of Accuracy and Compliance**

I do hereby certify that all facts, figures, and representations made in the Application are true and correct. Furthermore, all applicable statutes, terms, conditions, regulations and procedures for program compliance and fiscal control, including but not limited to, those contained in the Application will be implemented to ensure proper accountability of contracts. The selected Applicant must obtain and provide an executed Senior Commitment to HFCRD within six (6) months of the project Application being approved by the Board of County Commissioners, and unless extended per Item 18 (page 13) of this RFA, within one (1) year of Application being approved by the BOCC close on Construction Financing. I certify that 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 are a true estimate of the amount needed to operate the proposed project.

I further certify that the proposed affordable housing project can be completed and operating within the development schedule and budget included within the Application. The filing of this RFA 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. I also 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 from further consideration of approval.

Required Items			
1.	The signed Application was received by the due date and time.	Yes	No
2.	The Original Application contains an original signature on Applicant Cover Sheet and a Certification of Accuracy and Compliance.	Yes	No
3.	The Application is responsive, addressing the activities for which funds are available.	Yes	No
4.	Attachment "A" Certificate of Status from the Florida Secretary of State's Office must be certified and dated within twelve (12) months of the due date of this Application; This Certificate must state that the Applicant is active.  In the alternative, the Applicant may submit a printout from the Florida Division of Corporations Online, <a href="http://www.sunbiz.org">www.sunbiz.org</a> , Public Inquiry dated within twelve (12) months of the Application due date, stating that the Applicant is active. <b>Please note that a copy of the Articles of Incorporation or any similar document does not meet the requirements of this section.</b>	Yes	No
5.	Attachment "B" a copy of the IRS determination of 501(c)(3) for non-profit Applicant agencies.	Yes	No
6.	Provide evidence of Site Control for the project listed in the Application. (e.g., Deed, executed option to purchase, or executed purchase and sales agreement, Lease (99 Years) for the site proposed for funding.	Yes	No
7.	Provide evidence that the proposed use is allowed for the site proposed for funding and that appropriate zoning is in place as of the RFA deadline.	Yes	No
8.	Projects that have received tax-exempt bonds, or an award of: 1) tax credit financing through Florida Housing Finance Corporation ("FHFC"), Broward County Land Contribution, and/or 2) Broward County Gap Financing within the last three (3) years are not eligible to apply for funding for the same project.	Yes	No
9.	Attachment "J" Litigation History Form is attached and signed.	Yes	No

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

### **3. INFORMATION**

The Affordable Housing Trust Fund ("AHTF") is administered through Broward County's Housing Finance and Community Redevelopment Division, and designed to serve the 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 applicants to finance and develop affordable rental new construction projects within Broward County.

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

### **4. BACKGROUND**

Broward County ("County") is a county located on the southeast coast of Florida. According to the 2019 Census Bureau estimate, the County had a population of 1,952,778, making it the second-most populous county in the state of Florida and the 17<sup>th</sup>-most populous county in the United States, and anticipated population growth of 235,000 new residents by the Year 2040. The ability to provide sufficient affordable housing to people at all income levels is increasingly important for meeting Broward County's full economic development potential. Without a sufficient supply of decent affordable housing, it will become increasingly difficult to continue to grow a vibrant, sustainable economy in the future.

### **5. FUNDS AVAILABLE**

Approximately \$5 million is available for the new construction of a multifamily affordable housing project. If Multifamily Mortgage Revenue Bonds ("MMRB") are used, the Applicant is required to use Broward County HFA Multifamily Mortgage Revenue Bonds. The HFCRD Director reserves the right to negotiate award amounts regardless of the amount requested. The amount of funding available at this time is conditional. The RFA Applications are subject to funding available at the time of award.

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

- One (1) original clearly marked original, within a secure binder, and ten (10) copies within a secure binder.
- One 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.
- All Applications must be submitted on 8 1/2" X 11" paper, neatly typed, single sided, margins of 1", 12-point font size, and spacing.
- Pages and attachments must be tabbed according to the sections and sequentially numbered.

**Applications must be received no later than 12:00 PM (EST) on Friday, April 23, 2021**

**Forward to: Broward County Housing Finance and Community Redevelopment Division  
110 NE 3rd Street, 3<sup>rd</sup> Floor, Fort Lauderdale, FL 33301  
Attn: Glenn Amoruso, Project Manager**

**APPLICATIONS RECEIVED AFTER 12:00 PM (EST) ON FRIDAY, APRIL 23, 2021  
WILL NOT BE ACCEPTED**

## **7. SCOPE OF WORK**

Broward County HFCRD is accepting Applications from qualified affordable housing Applicants for projects comprised of a minimum of seventy (70) affordable multi-family rental new construction units to be occupied by income-eligible individuals and/or families within Broward County in accordance with the included specifications, terms and conditions defined in this Request for Applications ("RFA"). Applicant's requesting funding under this RFA must be prepared to provide at least seventy (70) residential units that will be affordable for households whose income is 80% or below the area median income ("AMI"). Additional affordable and/or market rate units are encouraged. See Exhibit 1, Page 20 for Broward County's 2020 Income Limits and Rent Limits. The Applicant should outline their Application in such a way that the Evaluation Committee ("EC") can 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.

The Director of HFCRD reserves the right to rescind or reduce awarded funds for projects that present significant material changes as determined in the discretion of the Director, including but not limited to additional financing, modified financing terms, development type change, and/or a reduction in the number of units.

## **8. TERMS OF AGREEMENT AND LOAN POSITION**

Applicant should make a specific loan request to the County, which may not exceed \$5 million. 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 Applicant fees ("GAP Financing"). The term of the agreement will include a minimum of a thirty (30) year affordable housing land use restriction; zero-percent interest for a loan not to exceed (30) years, with loan payable upon sale or refinancing. With the Director's approval, the loan may exceed (30) years if required to be coterminous with a senior mortgage. The Applicant will be responsible for all credit underwriting requirements and fees. Construction monitoring will be required for funds disbursed during construction and the fees for such monitoring will be paid by the Applicant. The County will release no more than 80% of the funds during construction; with the remainder held back until construction completion and final construction cost determination.

\* 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 MMRB 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, Applicant 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. 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 Financing.



- (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.

## 9. LEVERAGING

The intent of Gap Financing is to provide a funding source to fill a financing shortfall necessary to achieve financial viability for a project, that absent the Gap Financing, is ready to proceed. 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.

What is the proposed Total Development Cost of the project? **Amount:** \$\_\_\_\_\_

## 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 HFCRD. The Credit Underwriting process will be based on current industry standards and practices. HFCRD will provide ranked Applicants with an Invitation into Credit Underwriting ("Invitation Letter"). The Invitation Letter will contain an acknowledgement which must be executed and returned within the timeframe specified. Additionally, the Credit Underwriting Fee must be timely submitted to the Credit Underwriter as outlined within the Invitation Letter.

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 but not limited to:

The Economic Feasibility of the project through an analysis of the following documents within the RFA 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 and whether or not the:

- Proposed rents are achievable and consistent with RFA requirements and the Application submittal;
- Vacancy rate is reasonable.
- Additional income is reasonable.
- Operating expenses are reasonable.
- Net operating income represented 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 Glenn Amoruso, Project Manager at [gamoruso@broward.org](mailto:gamoruso@broward.org).

Questions regarding HFA tax exempt bonds are to be directed by e-mail to Norm Howard, Manager at [nhoward@broward.org](mailto:nhoward@broward.org) and cc: Glenn Amoruso.

Such contact shall be for clarification purposes only. The County must receive all questions no later than Wednesday, April 21, 2021 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. Include all phases of the project, including acquisition, entitlement, design, construction, marketing, and tenant selection.

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## 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 principals 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 omissions, or malpractice against the Applicant 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.
  6. For each material case, the Applicant is required to provide all information identified on the Litigation History Form, Attachment J.
  7. The County will consider an Applicant's litigation history information in its review and determination of responsiveness.
  8. If the Applicant is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.
  9. 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.
10. 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. | Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.   | Yes | No |
| 2. | 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 |
| 3. | 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 |
| 4. | 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 |
| 5. | 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 |
| 6. | 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 |
| 7. | 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**

HFCRD staff will evaluate Applications received by the submittal deadline for completeness and to verify 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 Item 21 (page 16) of this RFA. The criteria are itemized with their respective weights for a maximum points. An Applicant may receive the maximum points or a portion of this score depending on the merit of its Application. **Projects must score a minimum 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 75 points.

If a tie breaker is needed during scoring to determine project ranking, the first tiebreaker will be "Project with the highest number of units." Those projects that provide the highest in the number of units, will be ranked higher. If a second tiebreaker is needed, those projects with the least amount of County subsidy per unit 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, in writing and addressed to Ralph Stone, Director, Broward County Housing Finance and Community Redevelopment Division at the address listed below. All appeals must be based on the evaluation scoring criteria and the Applicant must define the basis for the appeal. The Director will evaluate all appeals and provide a written response within two (2) business days of receiving the appeals letter. The Director will not substitute his judgement for that of the EC. The Director will limit his review to the points raised by any Applicant in their written appeals. The Division 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, Director  
Broward County Housing Finance and Community Redevelopment Division  
110 NE 3<sup>rd</sup> Street, Suite 300  
Fort Lauderdale, Florida 33301

## **17. CONE OF SILENCE**

The County's Cone of Silence Ordinance prohibits certain communications among vendors, County staff, selection committee members, Commissioners, and their staff. Any violations of this ordinance by any members of the responding firm or its joint venture(s) may be reported to the County's Office of Intergovernmental Affairs and Professional Standards.

Cone of Silence Ordinance provides that after the advertisement of the RFA, potential developers and their representatives are substantially restricted from communicating regarding the RFA with Board of County Commissioners ("BOCC") and staff, County Administrator, Deputy County Administrator, Assistants to the County Administrator, their respective support staff, Evaluation Committee Members, or any staff person that is to evaluate or recommend selection in this RFA process.

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 here:

<https://www.broward.org/Purchasing/Documents/ConeOfSilence.pdf>

## **18. GENERAL PROGRAM REQUIREMENTS**

### **Income Limits, Rent Limits and Affordability:**

The Income and Rent Limits is updated annually by the Department of Housing and Urban Development (HUD) and distributed by the Florida Housing Finance Corporation (FHFC). Affordability means that monthly rent payments do not exceed (30%) thirty percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071 (19), (20) and (28), F.S. See Exhibit 1, page 20 for Broward County's 2020 Income and Rent Limits. (Subject to Change)

### **Final Gap Financing Sizing:**

Within ninety (90) days after all buildings in the Project have been placed in service, the Applicant shall provide the HFCRD with a Final Cost Certification itemizing all expenses incurred in association with construction or rehabilitation of the Development, including Applicant Fees and General Contractor fees. If the total Project Costs are less than originally underwritten, the Gap Financing will be subject to reduction. Gap Financing documents will require that released reserves are used to pay down the Gap Financing.

### **Gap Financing Fees:**

Closing Extension Fee: Gap Financing Award will be reduced by \$100,000 per month if an extension is approved beyond the period outlined within the Application.

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 Extensions:**

Applicants may request one (1) extension of up to 12-months. All extension requests must be submitted in writing to the Director of HFCRD and contain the specific reasons for requesting an extension and shall detail the time frame to close on Construction Financing and Gap Financing. The Director shall consider the facts and circumstances of the Applicant's request and any credit underwriting report, if available, prior to determining whether to grant the requested extension. The Director shall reduce the Gap Financing Award by \$100,000 per month if the Director approved the request to extend the commitment beyond the initial 12-month closing deadline.

In the event the Gap loan does not close by the end of the 12-month extension period, the preliminary commitment or firm commitment, as applicable, will be deemed void and the funds will be de-obligated.

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

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

(a) The Applicant fee shall be limited to (16%) sixteen percent of Project Cost\*, with the following exceptions:

1. An Applicant fee of (18%) eighteen percent of Project Cost shall be allowed if the proposed Project is utilizing HFA Tax-Exempt Bond-Financing;

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

\*Project Cost for the purposes of determining the Application Fee, means the total of all costs incurred in the completion of a Project excluding the Applicant Fee and total land cost as shown in the Acquisition Cost line item on the Project Costs pro forma within the RFA.

## **20. MINIMUM SUBMISSION REQUIREMENTS**

### **Applicant Submission**

The following information shall be submitted in the written Application Summary. This is an opportunity for the Applicant to convey, in their own words to the Evaluation Committee, how the proposed project will be a highly beneficial use of the Property that will be cost-effective, 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, in particular the Project Manager, and their experience. The development team shall include, without limitation, the Applicant, architect, engineers, and consultants, and may include the contractor, property manager, lenders, attorneys, accountants, and investors. Background information, including firm resumes and resumes for principals and employees expected to be assigned to the project, shall be provided.
- B. The name, address and telephone number of the Applicant, the name of any representative authorized to act on his/her 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 lead Project Manager should be specifically identified.
- C. If the Applicant is not an individual doing business under his/her name, 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. 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) each guarantor/s of debt, if any.
- E. Identification of all principals, partners, co-venturers or sub-developers participating in the transaction, and the nature and share of participants' ownership in and compensation from the project.

- F. If the Property Manager has not already been selected and identified above, a discussion of what the process will be for securing property management services.
- G. Description of the organizational structure of the development team and a plan to ensure effective communication between the HFCRD and the development team during all phases of the project.
- H. A summary of the Applicant's and the development team's experience collectively and individually, and with similar projects. Particular attention should be given to demonstrate experience with projects of a similar scale and complexity of site conditions, permitting an affordable housing development, design, and financing. 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.

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 and bedroom sizes.
  - long term property management/operations strategy to assure ongoing viability
- I. Information regarding any legal or administrative actions past, pending or threatened that could relate to the conduct of the Applicant, its principals, or any affiliates.
- K. Confirmation that no local, state, or federal taxes are due and outstanding for the development team or any constituent thereof.
- L. List of current projects under development and at what stage these projects are in (predevelopment, pending funding, construction, etc.)
- M. Provision of at least three (3) references with contact names, title and current telephone numbers and e-mail addresses, who can provide information to the HFCRD concerning the Applicant's experience in similar projects.
- N. County Business Enterprise ("CBE"): 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. Provide a brief narrative that demonstrates Applicant's knowledge of Broward County Business Opportunity Act of 2012, 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.

21. EVALUATION CRITERIA	Maximum Points	Totals
<p><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.</p> <p>1.1 Provide information on the following:</p> <ul style="list-style-type: none"> <li>a) If the site is vacant, describe any prior known use.</li> <li>b) If the building(s) is/are occupied, will the project cause relocation of existing occupants? Please describe the relocation program and procedures or explain why relocation will not be required.</li> <li>c) anticipated parking requirements and type of parking (i.e.: surface, detached structure, integrated structured parking, offsite parking, etc.)</li> </ul>	0-5	
<p><b>2. Ability to Proceed:</b></p> <p>Provide evidence that all necessary local planning and zoning (P&amp;Z) permits are in hand, including site plan approval. A site plan approval that requires additional planning board approvals will <b>NOT</b> be given these points. Projects that do not require P&amp;Z approval will qualify for these points. Backup must be submitted in order to qualify for these points. Also include a list of current projects and the stages they are in. Documentation of the foregoing shall be included within the RFA binder.</p>	5	
<p><b>3. The project must include a minimum of seventy (70) affordable units</b></p> <ul style="list-style-type: none"> <li>70 affordable units</li> <li>80 affordable units</li> <li>90 affordable units</li> <li>100 or more affordable units</li> </ul>	<p>10</p> <p>15</p> <p>20</p> <p>25</p>	
<p><b>4. Municipal Funding Commitment:</b> Projects that have received non-Broward County municipal Gap financing will receive points for each one million dollars of provided assistance</p>	5 points per \$1,000,000	
<p><b>5. Location of Proposed Development:</b> The Application will earn proximity points based on the project located West of Broward County's Florida Turnpike.</p>	10	
<p><b>6. 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>	0-5	
<p><b>7. 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>	0-5	
<p><b>8. Sources and Uses of Funds:</b> Provide a Sources and Uses of Funds (page 23), with a budget narrative as an attachment that indicates Applicant's proposed budget supports the scope of work performance.</p>	0-15	
<p><b>9. Previous Experience:</b> Provide a detailed narrative with verifiable evidence of at least three (3) similar projects (See Section 9.1, Completed Projects page 18), inclusive of references. Project should be comparable in scope and complexity demonstrated with evidence of satisfactory performance.</p>	0-10	
<p><b>10. County Business Enterprise ("CBE"):</b> County and Applicant agree that contractor and vendor awards to CBEs are crucial to the achievement of</p>	5	



COUNTY's CBE participation objectives. Although this Application 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 Agreement. Provide a brief narrative that demonstrates Applicant's knowledge of Broward County Business Opportunity Act of 2012, as amended, and outline a plan for utilization of CBE. Please consult: <a href="http://www.broward.org/smallbusiness">www.broward.org/smallbusiness</a> The selected Applicant(s) will be required to report the percentage of CBE participation by it and its subcontractors on a quarterly basis.		
<b>11. Green Building Techniques:</b> The extent to which the Applicant incorporates green building techniques into the new construction activities for multifamily projects.	<b>5</b>	
<b>12. Shovel Ready:</b> Project closes on construction financing within 12 months of BOCC approval of Project*.	<b>10</b>	
<b>13. Financing:</b> Project using FHA Bonds / 4% Tax Credits	<b>10</b>	
<b>TOTAL POINTS:</b>		

9.1 COMPLETED PROJECTS					
Project Name	Reference Contact	Location	Project Type	# Of Units	Year Completed

\* The Gap Financing award will be reduced by \$100,000 per month if project construction is delayed beyond 12 months. Refer to Item 18 (page 13).

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

## **22. ARTICLE 8. INSURANCE**

For the duration of the Agreement, Applicant shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit 2 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 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.

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

On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, 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 for the duration of this Agreement and until all performance required by Applicant has been completed, as determined by Contract Administrator. Applicant or Insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Applicant shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

Applicant shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.

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

In the event 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. Applicant shall not permit any Subcontractor to provide Services under this Agreement unless and until the requirements of this article are satisfied. If requested by County, Applicant shall provide evidence of each Subcontractor's compliance with this article.

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

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

**Exhibit 1****BROWARD COUNTY  
2020 INCOME LIMITS AND RENT LIMITS**

The following charts contains the current income limits and rent limits for 2020. 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.

**HUD release: 3/31/2020**

**FHFC Posted: 4/9/2020**

**Effective: 4/1/2020**

**Broward County Median Income is \$74,800**

<i><b>Income Limit by Number of Persons in Household</b></i>	<i><b>Percentage Category</b></i>			
	<b>50%</b>	<b>60%</b>	<b>80%</b>	<b>120%</b>
<b>1</b>	31,200	37,440	45,280	74,880
<b>2</b>	35,650	42,780	51,760	85,560
<b>3</b>	40,100	48,120	58,240	96,240
<b>4</b>	44,550	53,460	64,640	106,920
<b>5</b>	48,150	57,780	69,840	115,560
<b>6</b>	51,700	62,040	75,040	124,080
<b>7</b>	55,250	66,300	80,160	132,600
<b>8</b>	58,850	70,620	85,360	141,240
<b>9</b>	62,370	74,844	90,496	149,688
<b>10</b>	65,934	79,121	95,667	158,242

<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>	780	835	1,002	1,158	1,292	1,426
<b>60%</b>	936	1,002	1,203	1,390	1,551	1,711
<b>80%</b>	1,248	1,337	1,604	1,854	2,068	2,282
<b>120%</b>	1,872	2,005	2,406	2,781	3,102	3,423

**HUD FY 2020 Income Limits Established by Federal Guidelines - Subject to Change**

## Exhibit 2

Project: **Multi-Family Rental New Construction**  
 Agency: **Housing Finance and Community Redevelopment Division**

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input type="checkbox"/> Products/Completed Operations Hazard <input type="checkbox"/> Contractual Insurance <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <b>Per Occurrence or Claims-Made:</b> <input 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	<b>\$5,000,000</b>	<b>\$5,000,000</b>
			Personal Injury		
			Products & Completed Operations		
<b>AUTO LIABILITY</b> <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-owned <input type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	<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"/>	<input checked="" type="checkbox"/>			
<input type="checkbox"/> <b>WORKER'S 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"/>	Each Accident	<b>STATUTORY LIMITS</b>	
<input type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	<b>\$1,000,000</b>	
<input type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b> <b>All engineering, surveying and design professionals.</b>	N/A	<input checked="" type="checkbox"/>	If claims-made form:		
			Extended Reporting Period of:	3 years	
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> <b>POLLUTION/ENVIRONMENTAL LIABILITY</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	If claims-made form:		
			Extended Reporting Period of:		
			*Maximum Deductible:		
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible:	\$10,000	<b>Completed Value</b>
			CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

**CERTIFICATE HOLDER:**

Broward County  
 115 South Andrews Avenue  
 Fort Lauderdale, Florida 33301

  
 cpounall@broward.org  
 cn=cpounall@broward.org  
 2020.05.13 15:18:52 -04'00'  
 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, sweat 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.		
B.		
C.		
D.		

<b>PROJECT COSTS</b>					
<b>Itemized Cost</b>	<b>Total Cost</b>	<b>AHTF</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. Applicant's Fee</b>					

PROJECT COSTS					
Itemized Cost	Total Cost	AHTF	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>	\$	

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

**NOTE:** The information provided on this page will be used as the basis for contract compliance, should the development be funded.

#### 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.

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

Complete the Pro Forma shown below and project figures for New Construction 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 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 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: <div style="margin-left: 40px;"> <hr style="border: 0; border-top: 1px solid black; width: 60%; margin-bottom: 10px;"/> <hr style="border: 0; border-top: 1px solid black; width: 60%;"/> </div> Current Owner: <hr style="border: 0; border-top: 1px solid black; width: 80%;"/>												
<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> <div style="height: 100px; border: 1px solid black; margin-top: 5px;"></div>												

<b>G.</b>	<b>Provide a lay-out of the project site showing details, including the locations of any existing buildings or other structures.</b>		
<b>H.</b>	<b>Provide a location map, showing location of the project to the surrounding area.</b>		
<b>I.</b>	<b>Phase 1 Environmental Assessment will be required within six months of the selected project. Provide mitigation plan, if needed.</b>		
<b>J.</b>	<b>Project Development Schedule: complete the following checklist by indicating the actual or expected date for the following activities.</b>		
	<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
			Plot Plan 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 and Occupancy:</b>	
			Construction Start
			Construction Completion
			Placed In-Service
			Occupancy of All Very low-income; low-income and moderate-income Units

## **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 operating within the development schedule and budget submitted to HFCRD.
2. The Applicant entity stated in the Application may be changed only by written request of the Applicant to HFCRD Director and approval of the Board of County Commissioners after the GAP Financing Agreement is in effect.
3. The success of a 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 result in a negative recommendation from the Credit Underwriter.
4. Applicant shall timely provide HFCRD with any changes in funding sources or amounts. Changes in funding sources or amounts may result in a reduction in HFCRD funding and/or the need to reassess the project through additional Credit Underwriting.
5. The Applicant acknowledges that any funding preliminarily secured by the Applicant is expressly conditioned upon any 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 Board of County Commissioners, or other legal counsel, the Credit Underwriter, and HFCRD staff.
6. 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 HFCRD is not responsible for actions taken by the undersigned in reliance on a preliminary commitment by the HFCRD.
7. The Applicant, its project team and all Financial Beneficiaries have read all applicable County rules governing this RFA and 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
8. 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.
9. 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.

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

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**Title (typed or printed)**

---

**Date**

## **SECTION 1**



Housing Finance & Community Redevelopment Division

**Attachment A**

CERTIFICATE OF STATUS – CORPORATION  
FLORIDA DEPARTMENT OF STATE

Housing Finance & Community Redevelopment Division

**Attachment B**

IRS Form 501(c) (3)

Housing Finance & Community Redevelopment Division

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

COUNTY OF BROWARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority,  
\_\_\_\_\_  
(Name of individual signing) who, after first being sworn by me, affixed  
his/her signature in the space provided above on the \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

My commission expires \_\_\_\_\_.

**Attachment D**

**DRUG FREE WORKPLACE CERTIFICATION**

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

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

**Attachment D, Drug Free Workplace Certification, page 2**

- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Print Name of Applicant

\_\_\_\_\_  
**Date**

**STATE OF FLORIDA**

**COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_\_, by \_\_\_\_\_  
Name of individual signing

as \_\_\_\_\_ of \_\_\_\_\_  
Title Name of Applicant

known to me to be the person described herein, or who produced \_\_\_\_\_ as  
identification, and who did/did not take an oath.

**NOTARY PUBLIC**

**My commission expires:** \_\_\_\_\_

Housing Finance & Community Redevelopment Division

**Attachment E**

**CLIENT NON-DISCRIMINATION POLICY**

In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the Broward County Human Rights Act (Broward County Code, Chapter 16½), the 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, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

The 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:

Housing Finance & Community Redevelopment Division

**Attachment F**

**COUNTY BUSINESS ENTERPRISE POLICY**

**POLICY:**

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

The Applicant's effort will include its state equal opportunity position for bids and advertising which may be a part of the Applicant's business practices. 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 Executive Director, or his/her designee, will be the Applicant's M/WBE officer. The M/WBE officer shall review all contracts and contracting procedures at the expiration of current and future contracts, to evaluate further expansion of the Applicant's M/WBE participation with certified vendors, providers, etc. The M/WBE officer shall supervise the maintenance of all records, contracts, notices, bids, advertisements, etc., which relate to the Applicant's Affirmative Action efforts.

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

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

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

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



**Attachment G**

**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 Applicant's, providing these accommodations do not create "undue hardship" for the Applicant's.

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's, 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's 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:

Housing Finance & Community Redevelopment Division

**Attachment H**

**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, sexual orientation, disability, political affiliation or belief, national origin, veteran status or marital status. Unlawful discrimination must be eliminated and individuals with demonstrated talent recognized and encouraged through fair and equitable personnel practices. It is the policy of this Applicant's 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:

Housing Finance & Community Redevelopment Division

**Attachment I**

General Contractor's License

Housing Finance & Community Redevelopment Division

**Attachment J**

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 Council	Name: _____  Email: _____  Telephone Number: (     ) _____

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

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

## **SECTION II**

Copies of the Résumés of the Proposed Project Team