



REQUEST FOR APPLICATIONS (RFA)

FOR

\$25 MILLION GAP FINANCING FOR

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

Fiscal Year 2025

Issued: Friday, January 31, 2025

Deadline: Friday, March 28, 2025

12:00 P.M. (EST)

Issued by:

Broward County Housing Finance Division
110 NE 3rd Street, Suite 300
Fort Lauderdale, FL 33301

PROCESS & TIMELINE	
PHASE ONE – Window of Opportunity for Assistance	
a. Request for Applications (the “RFA”) Issued	January 31, 2025
b. Email all questions to Lisa Wight, Project Manager at: lwight@broward.org	January 31, 2025 - March 27, 2025 @ 12:00 P.M. (EST)
c. The Cone of Silence as provided in the Broward County Ordinances applies. 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.	From January 31, 2025, until the BOCC takes action which ends the RFA process.
PHASE TWO – Deadline for Applications	
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.	March 28, 2025 12:00 P.M. (EST)
PHASE THREE – Review, Evaluation & Recommendation Process	
a. Staff Review of Applications	March 31 - April 4, 2025
b. Evaluation Committee (“EC”) Review of Applications	April 7 - April 11, 2025
c. Scoring of Applications & Recommendations	April 14, 2025
d. Appeals Process	April 15 - April 21, 2025 Deadline: April 21, 2025@ 4:00 P.M. (EST)
e. BOCC Meeting/Selection of Project(s).	May 2025
PHASE FOUR – Source of Funds	
The funding for this RFA is from the Affordable Housing Trust Fund and requires the use of non-County revenue sources. Projects that have received 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. Unless extended in conformance with the requirements of Section 17, page 17 of this RFA, closing on the Senior 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 17, page 17 of this RFA.	

PHASE FIVE – Agreement Contracting Process	
To be Completed on or before:	<u>Construction Financing</u> : Within one year of BOCC approval. An extension of 12 months may be granted upon written request to the HFD Director, subject to the extension requirements indicated in Section 17, page 17 of this RFA. Funding award may be rescinded if funding has not closed within one year of BOCC approval of Gap Award.
PHASE SIX – Rescind Application(s)	
The Director of HFD reserves the right to rescind any or all RFA funding awards if Senior 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 Director’s sole discretion.	

APPLICATION DISCLAIMER

Applicants should check the County’s website regarding questions and responses related to this RFA at <http://www.broward.org/Housing/Pages/RFAs.aspx>.

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

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BROWARD COUNTY HOUSING FINANCE DIVISION (HFD)

REQUEST FOR APPLICATIONS (RFA)

FY 2025

1. APPLICANT COVER SHEET

A. Funding Request Summary

1. Project Name:	2. Construction Type (Check one) New Construction ☐ Acquisition and/or Rehabilitation ☐ Project Type (Check one) Multi-family ☐ Single Family ☐	3. Funding: (Check one) GAP FINANCING FOR Larger Project ☐ Smaller Project ☐	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: ☐ Private-For-Profit Corporation, Limited Liability Company, General Partnership or Limited Partnership ☐ Not-For-Profit
22. (State) licensed to do business in Florida (Only units of government can check N/A) ☐ Yes ☐ No ☐ 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 extension requirements as stated in Section 17, 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. I agree to follow all terms and conditions outlined in the RFA, and all applicable federal, state and local statutes, laws, rules or ordinances.

Print Authorized Official's Name

Authorized Official's Title

Authorized Official's Signature

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 this RFA's deadline for Applications 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 evidence that the proposed land use is allowed for the site proposed for funding and that appropriate zoning is in place as of the RFA deadline. Alternatively, Applicants relying on entitlements from Senate Bill (SB) 102 must provide confirmation in writing from the City in which the project is to be located that the project qualifies for land use preemption under SB 102.			
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 NOT eligible to receive funding pursuant to this RFA.			
8.	Attachment "J" Litigation History Form is attached and signed.			
9.	Applicant submitted multiple applications for the same project (development site) for this RFA. (Multiple applications for the same site are not allowed and will result in disqualification of all applications.)			

3. INFORMATION

The Affordable Housing Trust Fund ("AHTF") is administered through Broward County's HFD, and 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 \$25 million is available for GAP Financing under this RFA. Applicants may apply for only one of the following two funding allocations:

- a) For a project that includes a minimum of 70 multi-family affordable housing rental units (“Larger Project”), up to \$20 million is available for the new construction or acquisition and/or rehabilitation of those units that will be affordable for households whose income is 80% or below the area median income (“AMI”). A maximum of \$7.5 Million per Larger Project is available, and each Larger Project must include a minimum of 70 multi-family affordable housing rental units.
- b) For a project that includes less than 70 multi-family affordable housing rental units or less than 70 affordable homeownership housing units for sale (each, a “Smaller Project”), up to \$5 million is available for the new construction of those units. Units to be rented must be affordable for households whose income is 80% or below the AMI and units to be sold must be affordable for households whose income is 120% or below the AMI. A maximum of \$2.5 Million per Smaller Project is available, and each Smaller Project must include less than 70 affordable housing units.

If tax-exempt bonds are used as a source of funds for the proposed development, the selected Applicant is required to use HFA Multifamily Mortgage Revenue 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 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.

The HFD Director 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.

APPLICATIONS RECEIVED AFTER 12:00 PM (EST) FRIDAY, MARCH 28, 2025, WILL NOT BE ACCEPTED.

**Send to: Broward County Housing Finance Division
110 NE 3rd Street, Suite 300, Fort Lauderdale, FL 33301
Attn: Lisa Wight, Project Manager**

6. SCOPE OF WORK

HFD is accepting Applications from qualified affordable housing Applicants for new construction or acquisition and/or rehabilitation of affordable multi-family housing units for rent or affordable homeownership units for sale, to be occupied by income-eligible individuals and/or families within Broward County. For the purposes of this RFA, Larger Projects must create newly designated affordable units or extend the affordability period of existing affordable housing units to a minimum of fifty (50) years (this includes the conversion of existing market rate units to affordable housing units). Smaller Projects must create newly constructed affordable units with a minimum affordability period of fifty (50) years for rental units and fifteen (15) years for homeownership units for sale.

Applicants will be required to demonstrate that the site will support new construction or acquisition/rehabilitation of units to be owned and/or 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 multi-family affordable housing rental units that will be affordable for households whose income is 80% or below the AMI or homeownership units for sale that will be affordable for households whose incomes are 120% or below the AMI. For rental units, rents charged for affordable units may not exceed the rent limits specified within Section 17 of this RFA. Additional affordable, workforce, and/or market rate units are encouraged. See Section 17 and Exhibit 1 of this RFA for Broward County's 2024 Income Limits and Rent Limits. For homeownership units for sale, 100% of the units shall be purchased and occupied by one or more natural persons or a family whose total annual adjusted gross household income does not exceed 120% of the AMI, adjusted for family size. The purchaser of each unit shall have monthly mortgage payments, including mortgage principal and interest, property taxes, and property insurance, that do not exceed thirty-eight percent (38%) of the purchaser's monthly adjusted gross income.

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 discretion of the HFD Director, a funding award will be rescinded if the Applicant fails to close on construction financing within one year of approval by the BOCC.**

The HFD Director 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 discretion of the HFD Director. Significant material changes may include, but not be limited to, additional financing, modified financing terms, development type change, and/or a reduction in the number of units.

7. TERMS OF AGREEMENT AND LOAN REQUESTS

A. Rental Applications:

The Applicant should make a specific loan request to the County, which may not exceed the per project maximum as indicated in Section 4 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 loan payable upon expiration of the loan term, or upon sale, transfer, or refinancing, whichever is earlier, subject to the terms of the loan agreement. With the Director's approval, the loan may exceed (30) years if required to be coterminous with a senior mortgage loan. 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 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, 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. 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.

B. Homeownership Units For Sale Applications:

The Applicant should make a Gap Funding request to the County, which may not exceed the per project maximum as indicated in Section 4 of this RFA. The terms of the agreement will include a minimum of a fifteen (15) year affordable housing land use restriction, zero-percent (0.00%) interest for a loan maturity not to exceed four (4) years, with loan payable upon expiration of the loan term, or upon sale or refinancing, whichever is earlier, subject to the terms of the loan agreement.

For eligible homebuyers purchasing a home within the project in accordance with the requirements of Section 17 of this RFA, the County will provide a subordinate mortgage loan ("Homebuyer Loan"), subject to a fifteen (15) year affordable housing declaration of covenants and restrictions to be recorded in the Official Records of Broward County, Florida upon closing of the Homebuyer Loan ("Homeowner DRC"), have zero percent (0.00%) interest, no principal amortization, a term of fifteen (15) years, subordinate to other mortgages forgivable at the end of the term if the Homeowner DRC has not been violated.

Provided that the Applicant is not then in default under any of the County Gap loan documents, contemporaneously with the recording of a deed transferring title to a unit from the Applicant to a homebuyer

and the recording of a Homebuyer Loan mortgage and promissory note encumbering said unit, the County will modify the Applicant's Gap loan documents to reduce the proportionate share of the principal amount of the Gap loan and partially release the unit from the Gap loan mortgage and other loan documents.

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 affordable units (80% or less AMI for rental units or 120% AMI or less for homeownership units for sale - Refer to Exhibit 1 on page 30). Points awarded are 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. RENTAL APPLICATIONS CREDIT UNDERWRITING ANALYSIS

Rental Applications approved by the BOCC will be required to undergo a Credit Underwriting analysis performed by a Credit Underwriter approved by HFD. The Credit Underwriting process will be based on current industry standards and practices. Additionally, the Credit Underwriting Fee must be timely submitted to the Credit Underwriter. Credit underwriting may be waived at the sole discretion of the HFD director for Smaller Projects.

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.

10. 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.

11. CONTACT PERSONS

Questions regarding this RFA are to be directed by e-mail to Lisa Wight, Project Manager, at lwight@broward.org.

Questions regarding HFA tax exempt bonds are to be directed by e-mail to Josephine Kotsioris, Manager, at jkotsioris@broward.org, copying Lisa Wight at lwight@broward.org.

Such contact shall be for clarification purposes only. The County must receive all questions no later than Thursday, March 27, 2025, 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>.

12. 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 38).

13. 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 J. 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 |

14. EVALUATION/SELECTION PROCESS

HFD 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 20 of this RFA. The EC Meeting to rank and score applications will be held on April 14, 2025, 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 for Larger Projects and 55 points for Smaller Projects 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 units will be ranked higher.

15. 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, Director, Broward County Housing Finance Division (“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 Director will evaluate all appeals and provide a written response within two (2) business days of receiving the appeals letter or email. 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 appeal. The 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 Division
110 NE 3rd Street, Suite 300
Fort Lauderdale, Florida 33301
rstone@broward.org

16. CONE OF SILENCE

The Cone of Silence as provided in Section 1-266 of the Broward County Code of Ordinances applies to this RFA. After the advertisement of the RFA, potential vendors and their representatives are substantially restricted from communicating regarding the RFA with any County Commissioner or their staff, the County Administrator and their respective support staff, Evaluation Committee members, or any staff person that is to evaluate or recommend selection in this RFA process.

The County’s Cone of Silence Ordinance prohibits certain communications among vendors, County staff, selection committee members, Commissioners, and their staff. Any violations of the Cone of Silence by any members of the Applicant may be reported to the County’s Office of Intergovernmental Affairs and Professional Standards.

The Cone of Silence Ordinance provides that after the advertisement of the RFA, potential Applicants and their representatives are substantially restricted from communicating regarding the RFA with any County Commissioner or their staff, the 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>.

17. GENERAL PROGRAM REQUIREMENTS

Income Limits, Rent Limits and Affordability:

Rental Units

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 (19), (20) and (28), Florida Statutes. See Exhibit 1, page 30 for Broward County's 2024 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.

Homeownership Units For Sale

Applicant shall sell the units to one or more persons whose combined household income does not exceed 120% of AMI, adjusted for family size, as established by HUD (See Exhibit 1, page 30), and who meet the requirements to obtain a first mortgage loan from a participating lender and the Homebuyer Loan from the County. Applicant must sell the units at or below the maximum sale prices to be determined in accordance with established procedures for the sale of affordable housing units.

Each homebuyer must meet the affordability requirements (monthly mortgage principal and interest payments, property taxes, and property insurance, that do not exceed thirty-eight percent (38%) of monthly adjusted gross family income. At the closing of the sale of each unit, the Applicant shall record a declaration of covenants and restrictions encumbering the unit in the Official Records of Broward County, Florida, which declaration shall remain in effect for a period of fifteen (15) years after the date of the transfer of title from the Applicant to the respective homebuyer.

GAP Award Stipulations:

GAP funding awards are project specific, and funding may not be transferred to another development. 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 HFA 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 HFA Director, in its sole 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 the HFD with: a) Final Cost Certification itemizing all expenses incurred in association with construction or rehabilitation of the development, 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 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 HFD 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 an approved extension 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 Extension Requirements:

Applicants may request an extension of up to 12 months. All extension requests must be submitted in writing to the Director of HFD, contain the specific reasons for the request, and detail the time frame to close on Construction Financing and GAP Funding. The 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 discretion, whether to grant the requested extension. Applicants will be charged a nonrefundable extension fee of 1% of the GAP Funding Award for an approved extension beyond the period outlined within the Application.

Unless granted an extension, at the discretion of the HFD 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.

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18. 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 development.

19. 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. 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.
- F. 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.
- G. Description of the organizational structure of the development team and a plan to ensure effective communication between the HFD and the development team during all phases of the project.
- H. 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.
 - K. Confirmation that no local, state, nor federal taxes are due and outstanding for the development team or any constituent thereof.
 - L. List of current projects under development and the stage these projects are in (predevelopment, pending funding, construction, etc.).
 - M. Provision of at least three (3) references who can provide information to the HFD concerning the Applicant's experience in similar projects. Include contact names, titles, current telephone numbers, and e-mail addresses for each.
 - N. 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

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, 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.

For contributions from local governmental entities, documentation signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, Chairperson of the City Council/Commission are acceptable.

20. EVALUATION CRITERIA FOR LARGER PROJECTS	Points
1. Project Description: 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.)	0-5
2. Ability to Proceed: Applicant provided evidence of Site Plan Approval. Projects requiring additional approval do NOT qualify for these points. Projects relying on development entitlements pursuant to SB 102 must provide written evidence of satisfactory compliance by the local government as an alternative to Site Plan Approval. To qualify for these points, Applicant must include in its RFA, binder evidence of satisfactory compliance or if applicable, evidence of Site Plan Approval.	5
3. The project must include a <u>minimum</u> of seventy (70) multi-family affordable housing rental units: 71 - 79 affordable rental units 80 - 89 affordable rental units 90 - 99 affordable rental units 100 or more affordable rental units	5 10 15 20
4. (Bonus Points) Municipal Funding Commitment: Projects that have received non-Broward County municipal GAP financing will receive points for each one million dollars of provided assistance.	5 points per \$1,000,000
5. Location of Proposed Development: The project is located West of Broward County's Florida Turnpike.	10
6. Proximity to Transit: Project is located within one half mile of 1) a Tri-Rail station; or 2) a Brightline station. For points to be awarded, Applicants shall include a map verifying the half mile distance to the transit station.	10
7. Organizational Capacity: 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. <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</i>	0-5

<i>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>	
8. Schedule: 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. <i>Up to 5 points will be awarded based on the thoroughness of the information responsive to the above criteria. Standard milestones of a complete project schedule are listed below:</i> <i>Zoning entitlements; Financing commitments in place; Approval of soft financing; Building permits; Credit Underwriting; Construction finance closing; Commencement of construction; 50% completion of construction; Certificates occupancy; Construction completion; Stabilized occupancy; Permanent loan conversion.</i>	0-5
9. Sources and Uses of Funds: Provide a Sources and Uses of Funds in the format prescribed on Appendix A, page 32 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. <i>Up to 15 points will be awarded based upon the financing and commitments in place to finance the development 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 19 page 19, Minimum Submission Requirements - "Sources and Uses of Funds" for additional information.</i>	0-15
10. Previous Experience: Provide a detailed narrative with verifiable evidence of at least three (3) similar projects (See Section 20.1, Completed Projects page 27, below), inclusive of references. Project should be comparable in scope and complexity demonstrated with evidence of satisfactory performance. <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>	0-10
11. Green Building Techniques: 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.	5
12. Shovel Ready: Project closes on construction financing within 12 months of BOCC approval of Project. Projects taking advantage of points under this criterion must have the Applicant acknowledge and agree that Applicant (i) will close on all construction financing within 12 months after approval by the BOCC, and (ii) will not request from the Director, any extension to close on such construction financing, all as indicated on Appendix C.	10

13. Land Provisions: 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?											10
14. Leveraging Points: Does the Applicant qualify for leveraging points as described below and within Section 8, page 13.											0-15
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		
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.											
15. Workforce and Market-Rate Units.											
a) Has the Applicant incorporated ten (10) or more units above the required minimum of 70 affordable housing units as workforce units (80% to 140% AMI)?											Yes (5) No (0)
b) Has the Applicant incorporated ten (10) or more units above the required minimum of 70 affordable housing units as market-rate (greater than 140% AMI) units?											Yes (5) No (0)
16. Self-Sourced Funding (“SSF”). SSF is permanent financing from an entity’s own resources for the project. Points will be awarded for this category if all of the following criteria are met:											5
a) SSF must amount to half of the requested GAP funding amount or \$1,000,000, whichever is greater;											
b) Developer fee is not included in SSF amount; and											
c) SSF must be subordinate to the GAP loan.											
TOTAL MAX POINTS (excluding potential bonus points from Criteria 4)											140

20. EVALUATION CRITERIA FOR SMALLER PROJECTS	Points
1. Project Description: 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.)	0-5
2. Ability to Proceed: Applicant provided evidence of Site Plan Approval. Projects requiring additional approval do NOT qualify for these points. Projects relying on development entitlements pursuant to SB 102 must provide written evidence of satisfactory compliance by the local government as an alternative to Site Plan Approval. To qualify for these points, Applicant must include in its RFA binder evidence of satisfactory compliance or if applicable, evidence of Site Plan Approval.	5
3. (Bonus Points) Municipal Funding Commitment: Projects that have received non-Broward County municipal GAP financing will receive points for each five hundred thousand dollars (\$500,000) of provided assistance.	5 points per \$500,000
4. Location of Proposed Development: The project is located West of Broward County's Florida Turnpike.	10
5. Proximity to Transit: Project is located within one half mile of 1) a Tri-Rail station; or 2) a Brightline station. For points to be awarded, Applicants shall include a map verifying the half mile distance to the transit station.	10
6. Organizational Capacity: 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. <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>	0-5
7. Schedule: 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.	0-5

<i>Up to 5 points will be awarded based on the thoroughness of the information responsive to the above criteria. Standard milestones of a complete project schedule are listed below:</i> <i>Zoning entitlements; Financing commitments in place; Approval of soft financing; Building permits; Credit Underwriting; Construction finance closing; Commencement of construction; 50% completion of construction; Certificates occupancy; Construction completion; Stabilized occupancy; Permanent loan conversion.</i>	
8. Sources and Uses of Funds: Provide a Sources and Uses of Funds in the format prescribed on Appendix A, page 32 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. <i>Up to 15 points will be awarded based upon the financing and commitments in place to finance the development 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 19 page 19, Minimum Submission Requirements-"Sources and Uses of Funds" for additional information.</i>	0-15
9. Previous Experience: Provide a detailed narrative with verifiable evidence of at least three (3) similar projects (See Section 16.1, Completed Projects page 27, below), inclusive of references. Project should be comparable in scope and complexity demonstrated with evidence of satisfactory performance. <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>	0-10
10. Green Building Techniques: Describe efforts to incorporate Green Building and Energy Saving products and processes into the new construction or activities for the 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.	5
11. Shovel Ready: Project closes on construction financing within 12 months of BOCC approval of Project. Projects taking advantage of points under this criterion must have the Applicant acknowledge and agree that Applicant (i) will close on all construction financing within 12 months after approval by the BOCC, and (ii) will not request from the Director, any extension to close on such construction financing, all as indicated on Appendix C.	10
12. Land Provisions: 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?	10

13. Leveraging Points: Does the Applicant qualify for leveraging points as described below and within Section 8, page 13.											0-15	
GAP Funding Per Affordable Unit												
High-Rise				Mid-Rise				Garden			Point s	
Over		\$75,000 0		Over		\$60,000 0		Over		\$45,000 0	0	
\$65,001	to	\$75,000 0		\$55,001	to	\$60,000 0		\$35,001	to	\$45,000 0	4	
\$55,001	to	\$65,000 0		\$45,001	to	\$55,000 0		\$25,001	to	\$35,000 0	6	
\$45,001	to	\$55,000 0		\$35,001	to	\$45,000 0		\$15,001	to	\$25,000 0	9	
\$35,001	to	\$45,000 0		\$25,001	to	\$35,000 0		\$5,001	to	\$15,000 0	12	
\$25,001	to	\$35,000		\$15,001	to	\$25,000 0		\$ -	to	\$5,000	15	
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.												
14. Self-Sourced Funding (“SSF”). SSF is permanent financing from an entity’s own resources for the project. Points will be awarded for this category if all of the following criteria are met: a) SSF must amount to half of the requested GAP funding amount or \$500,000 whichever is greater; b) Developer fee is not included in SSF amount; and c) SSF must be subordinate to the GAP loan.											5	
TOTAL MAX POINTS (excluding potential bonus points from Criteria 3)											110 points	

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

*** Extensions to the closing deadline (within twelve months of BOCC approval of the project), approved by the Director, shall be subject to a nonrefundable extension fee of 1% of the GAP Funding award. Refer to Section 17 (page 17).**

21. INSURANCE REQUIREMENTS

Throughout the term of the Agreement, Applicant shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit 2 (page 31) 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 2024 INCOME AND RENT LIMITS

The following chart contains the current income and rent limits for 2024. 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: \$89,100

Effective: 4/1/2024

<i>Income Limit by Number of Persons in Household</i>	<i>Percentage Category</i>			
	50% AMI	60% AMI	80% AMI	120% AMI
1	\$36,950	\$44,340	\$59,120	\$88,680
2	\$42,200	\$50,640	\$67,520	\$101,280
3	\$47,500	\$57,000	\$76,000	\$114,000
4	\$52,800	\$63,360	\$84,480	\$126,720
5	\$57,000	\$68,400	\$91,200	\$136,800
6	\$61,250	\$73,500	\$98,000	\$147,000
7	\$65,500	\$78,600	\$104,800	\$157,200
8	\$69,700	\$83,640	\$111,520	\$167,280
9	\$73,920	\$88,704	\$118,272	\$177,408
10	\$78,144	\$93,773	\$125,030	\$187,546

BROWARD COUNTY RENT LIMIT BY NUMBER OF BEDROOMS IN UNIT						
Percentage Category	0	1	2	3	4	5
50%	923	989	1,187	1,372	1,531	1,690
60%	1,108	1,187	1,425	1,647	1,837	2,028
80%	1,478	1,583	1,900	2,196	2,450	2,704
120%	2,217	2,374	2,850	3,294	3,675	4,056

HUD FY 2024 Income Limits Established by Federal Guidelines - Subject to Change

Exhibit 2 (SAMPLE Insurance Requirements)

INSURANCE REQUIREMENTS

Project: New Construction or Acquisition and/or Rehabilitation of Multi-Family Rental or Homeownership Units
 Agency: Housing Finance Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☒ XCU Explosion/Collapse/Underground ☒ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☒	☒	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$5,000,000	\$5,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ 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	\$500,000	
☐ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☐ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
☒ WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYER'S LIABILITY			Each Accident	\$500,000	
☐ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A		Each Claim:		
			*Maximum Deductible:	\$100,000	
☐ POLLUTION/ENVIRONMENTAL LIABILITY			Each Claim:		
			*Maximum Deductible:		
☒ BUILDER'S RISK <i>Note: Coverage must be "All Risk".</i> Broward County is listed as a Loss Payee.			*Maximum Deductible (Wind and/or Flood):	Not to exceed 5% of completed value.	
			*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. 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.					

CERTIFICATE HOLDER:

Broward County
 115 South Andrews Avenue
 Fort Lauderdale, Florida 33301

 Digitally signed by
 COLLEEN POUNALL
 Date: 2025.01.02
 12:22:14 -05'00'

 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, 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.		

PROJECT COSTS					
Itemized Cost	Total Cost	GAP	Source A	Source B	Source C
A. Acquisition Cost 1. Land 2. Existing Structures 3. Other					
B. Site Work 1. Site Work (not included in construction contract costs) 2. Other					
C. Construction (construction contract costs) 1. Site Work 2. New Building 3. Parking Structure or Surface Lot 4. Other					
D. Architectural & Engineering Fees 1. Architect Fee-Design 2. Architect Fee-Supervision 3. Consultant or Processing Agent 4. Engineering Fees 5. Other					
E. Other Owner Costs 1. Appraisal 2. Building Permits 3. Tap Fees 4. Soil Borings/Environmental Survey 5. Real Estate Attorney 6. Construction Loan Legal 7. Title and Recording 8. Other					
F. Interim Costs 1. Construction Insurance 2. Construction Interest 3. Construction Loan Origination Fee					
G. Permanent Financing Fees & Expenses 1. Credit Report					

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

The remainder of this page is left blank intentionally

Appendix B
(Rental Applications)

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			\$	\$	\$	
	TOTAL			\$	\$	\$	
				\$	\$	\$	
				ANNUAL	INCOME	\$	

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

NOTE: Should the development be funded, the Project must commence within one year of BOCC approval of GAP award, and the information provided on this page will be used as the basis for contract compliance.

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	

The remainder of this page is left blank intentionally

Complete the Pro Forma shown below and provide 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.

INCOME	
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	
OPERATING EXPENSES	
Salaries	
Repair and Maintenance	
Utilities	
Administration	
Contract Services	
Management Fees	
Insurance	
Miscellaneous	
Real Estate Taxes	
Replacement Reserve	
(B) EXPENSES	
NET OPERATING INCOME	
(A) Income	
(B) Expenses	
Net Operating Income	

DEBT SERVICE ASSUMPTIONS *	
(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	
DEBT SERVICE COVERAGE	
(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												
Provide property and site control information												
A. Applicant currently has control of site through: ☐ Fee Simple title (full control) ☐ Executed Contract ☐ Ground Lease												
B. Provide evidence of Site Control (e.g. copy of warranty deed, purchase option agreement, etc.).												
C. Provide a list of all folio numbers for the project site and attach pictures of the site/structure. <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											
Date and Type of Conveyance:												
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)												
Legal Description and Map (attach): Street Address: _____ Current Owner: _____												
E. Does the Project need the following:	Yes* / No	Date Expected										
Site Plan Approval												
Platting / Replatting												
Building												
Variance												
Easements / Right-Of-Way												
Water & Sewer												
	*Provide documentation substantiating each item marked "No".											
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. ☐ Yes, Property is adequate (Provide evidence) ☐ No, Please Explain												
Explanation:												

G.	Provide a lay-out of the project site showing details, including the locations of any existing buildings or other structures.
H.	Provide a location map, showing location of the project to the surrounding area.
I.	Phase 1 Environmental Assessment will be required within six months of the selected project. Provide mitigation plan, if needed.
J.	Project Development Schedule: complete the following checklist by indicating the actual or expected date for the following activities.
Month/Day/Year	Actual or Scheduled Activity
	Site:
	Acquisition
	Environmental Review Completed
Local Permits:	
	Conditional Use Permit
	Variance
	Plot Plan Review
	Grading Permit
	Building Permit
Construction Financing:	
	Loan Application
	Enforceable Commitment
	Closing and Disbursement
Permanent Financing:	
	Loan Application
	Enforceable Commitment
	Closing and Disbursement
Other Loans and Grants:	
Type & Source	
	Application
	Closing & Award
Construction, Sale and Occupancy:	
	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
K.	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 Director, any extension to close on such construction financing? _____ Yes _____ No

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 HFD.
2. The Applicant entity stated in the Application may be changed only by written request of the Applicant to HFD Director and approval of the BOCC after the GAP Funding Agreement is in effect.
3. 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.
4. Applicant shall timely provide HFD with any changes in funding sources or amounts. Changes in funding sources or amounts may result in a reduction in HFD 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 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 HFD 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 HFD is not responsible for actions taken by the Applicant in reliance on a preliminary commitment by the HFD.
7. 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.
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.

Signature of Applicant Name (typed or printed)

Title (typed or printed)

Date

SECTION I

ATTACHMENTS

Broward County Housing Finance Division

Attachment A

CERTIFICATE OF STATUS – SECRETARY OF STATE

Broward County Housing Finance Division

Attachment B

IRS Form 501(c) (3)

Broward County Housing Finance 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 an Application to the Resilient Environment 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: _____

Broward County Housing Finance Division

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)
 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: _____

Broward County Housing Finance 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:

Broward County Housing Finance Division

Attachment F

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 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.*

Broward County Housing Finance Division

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:

Broward County Housing Finance 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:

Broward County Housing Finance Division

Attachment I

General Contractor's License

Broward County Housing Finance 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:
Party	
Case Number, Name, and Date Filed	
Type of Case	
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: _____

Date: _____

SECTION II

Copies of the Résumés of the Proposed Project Team