



REQUEST FOR APPLICATIONS (RFA)

FOR

**AFFORDABLE HOUSING DEVELOPMENT OF 1201 NW 31ST AVENUE,
POMPANO BEACH, FL 33069**

Fiscal Year 2024

Issued: Friday, August 16, 2024

Deadline: Friday, September 27, 2024

12:00 P.M. (EST)

The RFA is available on-line at:

broward.org/housing

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	August 16, 2024
b. Email all questions to Lisa Wight, Project Manager at: lwight@broward.org	August 16, 2024 – September 25, 2024 @ 12:00 P.M. (EST)
c. The Cone of Silence as provided in Section 1-266 of the Broward County Code of Ordinances applies.	From August 16, 2024, until the Board of County Commissioner (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 searchable and tabbed copy on a USB flash drive	September 27, 2024 12:00 P.M. (EST)
PHASE THREE – Review, Evaluation & Recommendation Process	
a. Staff Review of Applications	September 30– October 4, 2024
b. Evaluation Committee (“EC”) Review of Applications	October 7– October 11, 2024
c. Scoring of Applications & Recommendations	October 14, 2024
d. Appeals Process	October 14, 2024 – October 18, 2024 Deadline: October 18, 2024 @ 4:00 P.M. (EST)
e. BOCC Meeting/Selection of Project(s).	November 2024
PHASE FIVE – Agreement Contracting Process	
To be completed on or before:	<u>Ground Lease:</u> Within six (6) months after the BOCC approves the project award. <u>Construction Financing:</u> Within one (1) year after the BOCC approves the project award.
PHASE SIX – Rescind Application(s)	
The Director of HFD reserves the right to rescind any and all of this 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****

TABLE OF CONTENTS

ITEM	PAGE
1. Applicant Cover Sheet	4
2. Fatal Flaw Checklist	6
3. Objective	6
4. Long Term Lease	6
5. Application Preparation and Submittal Requirements	7
6. General Project Requirements	7
7. Scope of Work	8
8. Property Description	8
9. Funds Available/Leveraging	12
10. Terms of the Agreement	12
11. Credit Underwriting Analysis	13
12. Who May Apply	14
13. Contact Persons	14
14. Estimated Project Schedule (Milestones)	14
15. Standard Disclosures for Applicants	15
16. Evaluation/Selection Process	16
17. Appeals Process	16
18. Cone of Silence	16
19. Maximum Developer's Fee and General Contractor's Fee	17
20. Minimum Submission Requirements	17
21. Evaluation Criteria	19
22. Insurance Requirements	20
EXHIBITS	
Exhibit 1: Broward County 2024 Income Limits and Rent Limits	23
Exhibit 2: Executive Summary Form	24
Exhibit 3: Insurance Requirements	26
APPENDICES	
Appendix A: Sources and Uses of Funds	27
Appendix B: Rents and Operating Pro Forma	30
Appendix C: Applicant Certification and Acknowledgement Form	33
Section I	
Attachment A: Certificate of Status – Corporation Florida Department of State	36
Attachment B: IRS Form 501(c)(3)	37
Attachment C: Public Entities Crime Affidavit	38
Attachment D: Drug Free Workplace Certification	40
Attachment E: Client Non-Discrimination Policy	42
Attachment F: Americans with Disabilities Act Policy	43
Attachment G: Equal Employment Opportunity Policy	44
Attachment H: General Contractors License	45
Attachment I: Litigation History Form	46
Section II	
Resumes	47

BROWARD COUNTY HOUSING FINANCE DIVISION (HFD)

REQUEST FOR APPLICATIONS (RFA)

FY 2024

1. APPLICANT COVER SHEET

A. Applicant Information

1. Applicant's Legal Name:	
2. Owner's Legal Name or Entity:	
3. Main Administrative Address:	
4. City & State:	5. Zip Code:
6. Telephone number including area code:	7. Fax Number:
8. E-mail Address:	9. Web Site:
10. CEO/Executive Officer:	11. Office Phone Number:
12. Chief Financial Officer:	13. Office Phone Number:
14. Contact Person's Name:	15. Telephone number including area code:
16. Mailing Address, City, State, Zip Code, Email	
17. Type of Entity (check all that apply): <input type="checkbox"/> Private-For-Profit Corporation or Limited Partnership <input type="checkbox"/> Not-For-Profit	
18. (State) licensed to do business in Florida (Only units of government can check N/A) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A.	
19. Federal Identification Number:	

B. Certification of Accuracy and Compliance

On behalf of the Applicant, undersigned hereby certifies that all facts, figures, and representations made in this Application are true and correct. Applicant is in compliance with all applicable statutes, terms, conditions, regulations, and procedures including but not limited to those contained in this RFA and any resulting contract.

Undersigned further certifies on behalf of the Applicant that the proposed affordable housing project can be completed and operational within the development schedule budget and operating pro forma included within this Application. The filing of this Application has been authorized by the Applicant and undersigned has been duly authorized to act as the representative of the Applicant in connection with this Application.

Print Name of Authorized Representative

Authorized Representative's Title

Authorized Representative'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 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 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 a Certificate of Status from the Florida Secretary of State's Office, certified and dated within twelve (12) months of the due date of this Application . This Certificate must state that the Applicant is active. This provision is not applicable to units of government (Not applicable to governmental applicants).			
5.	If the Applicant is a nonprofit entity, the Applicant included a copy of the IRS determination of 501(c)(3).			
6.	The Applicant did not submit more than one application under this RFA for the same project/subject development site.			
7.	The Applicant included a signed Litigation History Form.			

3. OBJECTIVE

The objective of this RFA is for project applications from prospective developers for the design and construction of a mixed-use multi-family affordable housing rental development on a 5.19-acre Broward County-owned site located at 1201 NW 31st Avenue, Pompano Beach, Florida 33069, and identified by folios: [484233280010](#), [484233000323](#) and [484233000328](#) ("Property"). The selected Applicant will be responsible for all of the following project elements: financing, design, obtaining all required development approvals and permits, construction, operation, and maintenance of the proposed project.

4. LONG TERM LEASE

The selected Applicant shall be required to enter into a long-term lease agreement with Broward County for use of the Property to construct the proposed development for a proposed term of sixty (60) years. The final lease terms shall be subject to negotiation with Broward County and shall, among other terms, include annual lease payments and affordability restrictions that shall be in place for the term of the lease ("Ground Lease").

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 they are not in secure binders.
- One searchable electronic copy on a USB flash drive. Documents such as site plans, work-flow diagrams, photographs, and other documents not routinely suitable for searching are exempt from the searchable requirement.
- Applications must be submitted on 8 1/2" X 11" paper, single-sided, neatly typed, and with margins of 1" and text 12-point font size, 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, SEPTEMBER 27, 2024, WILL NOT BE ACCEPTED.

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

6. GENERAL PROGRAM REQUIREMENTS

Funding:

Within six (6) months after the project award is approved by the BOCC, the selected Applicant(s) must execute lease and/or developer agreement to develop all proposed sites. **Project award will be rescinded if the entirety of construction financing fails to close within one (1) year after BOCC approval of the project award, unless extended at the sole discretion of the Director.**

If tax-exempt bonds are used as a source of funds for the proposed development, the selected applicant must use Housing Finance Authority (HFA) Multifamily Mortgage Revenue Bonds and must issue the HFA Bonds through the Broward County HFA. The proposed bond amount must be included in overall proforma.

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.

Income Limits, Rent Limits, and Affordability:

The Income and Rent Limits are updated annually by the Department of Housing and Urban Development (HUD) and distributed by the Florida Housing Finance Corporation (FHFC). Affordability means that monthly rent payments do not exceed (30%) thirty percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071 (19), (20) and (28), Florida Statutes. See Exhibit 1, page 23 for Broward County's 2024 Income and Rent Limits ("Rent") (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.

In accordance with Broward County Land Use Plan, the standard definition of "affordable housing" means housing for which monthly rents or monthly mortgage payments (including taxes and insurance) do not exceed 30 percent of an amount representing the percentage (very low = 50%; low = 80%; moderate = 120%) of the Area Median Income (AMI) limits adjusted for family size for the households.

Very low income person. One or more natural persons or a family, not including students, that has a total annual anticipated income for the household that does not exceed 50 percent of the median annual income, as published by the U.S. Department of Housing and Urban Development, adjusted for family size for households within the county. While occupying a rental unit, a very low income person's annual anticipated gross income may increase to an amount not to exceed 140 percent of the applicable median income adjusted for family size.

Low income person. One or more natural persons or a family, not including students, that has a total annual anticipated income for the household that does not exceed 80 percent of the median annual income, as published by the U.S. Department of Housing and Urban Development, adjusted for family size for the county. While occupying a rental unit, a low income person's annual anticipated gross income may increase to an amount not to exceed 140 percent of the applicable median income adjusted for family size.

Moderate income person. One or more natural persons or a family, not including students, that has a total annual anticipated income for the household that does not exceed 120 percent of the median annual income,

as published by the U.S. Department of Housing and Urban Development, adjusted for family size for households within the county. While occupying a rental unit, a moderate income person's annual anticipated gross income may increase to an amount not to exceed 140 percent of the applicable median income adjusted for family size. (See Exhibit 1 for 2024 Broward County Income and Rent Limits)

7. SCOPE OF WORK

HFD is accepting Applications from qualified organizations for the design and construction of a new mixed-use multi-family affordable housing rental development pursuant to a ground lease on a 5.19 acre county-owned parcel located in Pompano Beach. The development must have at least 200 affordable units restricted to individuals with household incomes up to 80% of the Area Median Income (AMI) for 60 years (concurrent with the term of the Ground Lease). It is encouraged that the development will consist of a mix of income levels, including units for moderate-income levels up to 120% AMI and market rate units.

Consideration should be given to the following elements as well:

- Include a mix of unit sizes.
- Include a mix of affordable units at very low and/or low income limits.
- Prefer moderate income units up to 120% AMI and market rate units.
- Present an attractive enhancement to the surrounding community with curb appeal and landscaping.
- Incorporate resident programs and services.
- Incorporate community amenities.
- Proposed concept for ground-floor/ commercial use.
- Include a minimum of parking spaces of 1.25 spaces per unit.

The Applicant should outline their application in such a way that the Evaluation Committee ("EC") can clearly discern that the Applicant 1) understands the programmatic requirements, and 2) offers a plan for delivery of performance that is advantageous to the County and minimizes risk through overall quality and superior management. At time of submittal, Applicant must include evidence of fiscal capacity to develop and construct the project.

The Director of HFD reserves the right to rescind the award to a selected applicant if the project presents significant material changes to the project as presented in the initial application, as determined in the discretion of the 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.

8. PROPERTY DESCRIPTION

The 5.19-acre Property was purchased in 2023 by the BOCC for the purpose of developing affordable housing.

The County does not guarantee the conditions of the Property. Applicant shall examine and make its own interpretation of the conditions likely to be encountered.

The property for this RFA is comprised of the following parcels:

- Parcel ID: [484233280010](#)
 - 3.48 acres, with a Broward County land use designation of Commerce, a City land use designation of Commercial and zoned B-3 (General Business) and B-4 (Heavy Business).
- Parcel ID: [484233000323](#)
 - 0.24 acres, with a Broward County land use designation of Commerce, a City land use designation of Commercial and zoned B-3 (General Business).

- Parcel ID: [484233000328](#)
 - 1.46 acres, with a Broward County land use designation of Commerce, a City land use designation of Commercial and zoned B-3 (General Business).

The proposed development must comply with the County and City land use and zoning regulations. The Property has a Commercial land use designation and is zoned primarily B-3 with a small portion of B-4 zoning. Please find the pertinent links below:

City of Pompano Beach B-3 Zoning District Regulations:

https://codelibrary.amlegal.com/codes/pompanobeach/latest/pompanofl_zone/0-0-0-33966

City of Pompano Beach B-4 Zoning District Regulations:

https://codelibrary.amlegal.com/codes/pompanobeach/latest/pompanofl_zone/0-0-0-33969

City of Pompano Beach Parking Regulations:

https://codelibrary.amlegal.com/codes/pompanobeach/latest/pompanofl_zone/0-0-0-38420

The Property is in an area that allows for either 100% deed restricted affordable housing or mixed income housing and is on an eligible corridor for utilization of County Policy 2.16.3 or County Policy 2.16.4, which enables residential entitlements on commercial properties. Residential entitlements under Policy 2.16.3 require the selected applicant to submit an application to the City for flexibility units. The number of flexibility units to be requested is based on the total number of affordable units by affordability category proposed for development.

Broward County Land Use Policy 2.16.3:

<https://www.broward.org/PlanningCouncil/Documents/Policy%202.16.3%20-%20Clean%20Version.pdf>

Broward County Land Use Policy 2.16.4:

<https://www.broward.org/PlanningCouncil/Documents/Policy%202.16.4%20-%20Clean%20Version.pdf>

City of Pompano Beach Residential Household Living Use Regulations:

https://codelibrary.amlegal.com/codes/pompanobeach/latest/pompanofl_zone/0-0-0-43714

The project is eligible for residential entitlements under Section 166.04151(7), Florida Statutes (Live Local Act) for multi-family and mixed use residential affordable housing for land designated in commercial zoning districts under certain conditions.

Section 166.04151, Florida Statutes:

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0100-0199/0166/Sections/0166.04151.html

The remainder of this page is left blank intentionally

Development Potential Scenarios

	Zoning B-3 with 2.16.3	Zoning B-3 with 2.16.4	Live Local
Max Density	69/acre	69/acre	90/ acre
Max Number of Units	358	358	467
Residential Allowed	mixed use with flex	mixed use	mixed use
Lot Coverage	60% but up to 80% if Mixed Income	60% but up to 80% if Mixed Income	60% but up to 80% if Mixed Income
Pervious Area	20% down to 10% if Mixed Income	20% down to 10% if Mixed Income	20% down to 10% if Mixed Income
Max Height	105	105	105
Front/side Set back (ft)	0 to 20	0 to 20	0 to 20
Rear Set back (ft)	20	20	20
Minimum Commercial Ground Floor Regulations	50% Office Or Retail Fronting NW 31 Ave	50% Office Or Retail Fronting NW 31 Ave	50% Office Or Retail Fronting NW 31 Ave
Minimum % Gross Building Area non-accessory commercial use	N/A	10%	N/A

* Those portions of a structure extending above a height of 50 feet shall be set back an additional 1 ft for each 4 ft (or major fraction thereof) the height of the portion of the structure exceeds 50 ft.

**Mixed use projects must include 65% of building square footage dedicated to residential units and 40% must be deed restricted for a minimum of 30 years.

Note: Development potential depicted herein is provided for illustrative purposes and subject to all requirements of the applicable regulations utilized for residential entitlements. Applicants should contact the City of Pompano Beach and/or the Broward County Planning Council for applicable development regulations.



The remainder of this page is left blank intentionally

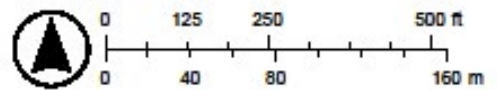
Affordable Housing Development Site



These maps are for conceptual purposes only and should not be used for legal boundary determinations.

BROWARD COUNTY
FLORIDA
Prepared By:
GIS Section
Urban Planning Division
Resilient Environment Department

 Development Site
 Parcels



#15122 rbarrieta 06/10/2024

9. FUNDS AVAILABLE/ LEVERAGING

Up to \$7 million in funding is available under this RFA from the Affordable Housing Trust Fund (“AHTF”), which is administered through Broward County’s HFD and designed to serve the very-low, low, and moderate-income families, while creating and sustaining affordable housing throughout Broward County. The level of funding is subject to need and should be reflected in the Sources and Uses/ Proforma and the requested per unit subsidy.

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 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.

* Total Project Cost includes the following costs incurred prior to Project Completion/Stabilization:

- (a) The cost of acquiring real property and any buildings thereon, including payment for ground lease, 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 Property was purchased by the County in 2023 for \$7,250,000. The Leveraging Value per unit is the purchase amount (\$7,250,000) plus any additional GAP Funding divided by the total number of units income-restricted to 80% AMI and below in the project.

10. TERMS OF AGREEMENT

Applicants will be responsible for all regulatory processes and associated costs to have the Property assigned the necessary entitlements/permits from the City and County for the proposed development. The term of the lease agreement and loan agreement (if required) shall bind the awarded Property to a sixty (60) year affordable housing restriction (concurrent with the ground lease term).

The Applicant may make a specific loan request to the County (“County Loan”), which may not exceed \$7,000,000. The County Loan will include a requirement that the affordability restrictions set forth in this RFA

shall be in place for at least sixty (60) years. The County Loan will have an interest rate of zero percent with a maturity date not to exceed thirty (30) years. The County Loan shall be payable upon expiration of the loan term, or upon sale or refinancing, whichever is earlier, subject to the terms of the County Loan agreement. With the Director's approval, the County Loan may exceed (30) years if required to be coterminous with a senior mortgage. 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 County Loan funds during construction; with the remainder held back until construction completion and receipt of final construction cost and funding sources determination. For Projects that utilize HFA Bonds, the final construction cost determination will require a Form 8609 and a determination of final funding sources. If HFA Bonds are not utilized, the requirement for the release of funds will be determined by the Director.

The Applicant will be responsible for all credit underwriting requirements and fees. **Broward County reserves the right to modify any terms of the County Loan agreement prior to execution.**

11. CREDIT UNDERWRITING ANALYSIS

The Application 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.

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 RFA Application:

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

The Operating Pro Forma 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, if needed, 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.

12. 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.

13. 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 in writing no later than Wednesday, September 25, 2024, 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>.

14. 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.

The remainder of this page is left blank intentionally

15. 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 attached as 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

16. 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 from highest to lowest based upon the specific evaluation criteria and point scores contained in Section 21, page 19 of this RFA. Applicants are encouraged to organize their applications according to these categories. The EC Meeting to rank and score applications will be held on October 14, 2024, 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. The scores of the Evaluation Committee members will be totaled and then averaged for a Project score. Ten-minute presentations followed by a fifteen-minute question and answer period for the Evaluation Committee will be required for all responsive applications. Only the project team will be allowed in the room for each presentation. Final Evaluation Committee scoring will take place after the presentations. Projects must score a minimum average of 75 points to be considered for funding. The number of projects to be considered for funding will be determined by the number of Applications that scored no less than 75 points. If a tie breaker is needed during scoring to determine project ranking, highest number of affordable housing units will be ranked higher.

17. APPEALS PROCESS

All appeals must be timely submitted within five (5) business days after the Evaluation Committee meeting. 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. Appeals may only 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

18. CONE OF SILENCE

The Cone of Silence as provided in Section 1-266 of the Broward County Code of Ordinances applies. 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>

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

The Developer Fee shall be limited to (16%) sixteen percent of Project Costs*, with the exception that a Developer Fee of (18%) eighteen percent of Project Costs 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 (14%) fourteen percent of the actual construction cost.

*Project Costs 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, including ground lease payment included within the Project's development budget (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.

20. MINIMUM SUBMISSION REQUIREMENTS

Applicant Submission

The information listed below must be submitted in the written Application Summary. 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 Application must specifically identify the lead project manager. 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 Application must include 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.
- 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 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 transaction, and the nature and share of participants' ownership in and compensation from the Project.
- F. If the property manager has not already been selected and identified 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. 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.
- H. Confirmation that no local, state, nor federal taxes are due and outstanding for the development team or any constituent thereof.
- I. County Business Enterprise ("CBE"): County Business Enterprise ("CBE"): In accordance with the Broward County Business Opportunity Act, Section 1-81, Code of Ordinances, as amended (the "Act") a CBE goal of twenty-five percent (25%) participation by CBEs is hereby established in connection with this RFA. For detailed information regarding the CBE program, contact the Office of Economic and Small Business Development ("OESBD") at (954)357-6400 or visit the website at www.broward.org/smallbusiness.

PHASING:

- A. If phasing is proposed, explain unit count, schedule and justification of phased approach.

The remainder of this page is left blank intentionally

21. Evaluation Criteria

Scoring Category	Max Points
<p>1. Project Approach: Describe proposed project components, namely the land uses and their characteristics (e.g. identifying the number of residential units by type, size and number of bedrooms, the types and square footages of non-residential uses, etc.) (10 points)</p> <p>Describe resident programs and services, major project characteristics, and any community amenities included in the Project. (5 points)</p> <p>Provide the proposed design elements- including but not limited to building heights and elevations, non-uniform floor plates, construction materials. Provide concept/schematic drawing(s) submittal, rendered site plan(s), overall site plan(s), a schematic representation of proposed vehicular access and circulation, and floor plans. (10 points)</p> <p>Describe the proposed Project compliance with regulatory requirements, including City of Pompano Beach design requirements, permitting, etc. (5 points)</p>	30
<p>2. 80% AMI Units: The Project must include a <u>minimum</u> of 200 affordable units up to 80% AMI. Points will be calculated based on the following: 5 points for the required 200 income-restricted affordable housing units at the 80% AMI or below; Applicant can receive an additional point for every additional 10 affordable housing units (up to 80% AMI), up to a maximum of 25 points (an additional 250 affordable units).</p>	30
<p>3. 120% AMI Units and Market Rate Units: Applications will receive 1 point for every ten units that are income restricted to up to 120% AMI and/or 1 point for every ten market rate units in the Project up to a maximum of 25 points in this scoring category. This calculation excludes 80% AMI units receiving points with category #2 above.</p>	25
<p>4. Financial Capacity: Applicant should submit evidence affirmatively demonstrating that it has the financial capacity and capability to undertake and complete the development of the Project. Applicant should provide the following:</p> <ul style="list-style-type: none"> a. An explanation of anticipated sources of funds to finance the Project (e.g. financial institution, investment group, Developer equity cash, personal funds, etc.) (5 points) (See Appendix A) b. Pro forma, illustrating cost estimates of the Project, including soft and hard costs for development and operation stages; identifying proposed ground lease length, initial lease payment and subsequent annual lease payments; (5 points) (See Appendix B) c. Developer's experience in obtaining funding for similar development projects; and (5 points) d. A letter from a financial institution, governmental agency, or other funding source indicating a commitment to provide a specified amount of funds and the uses for which the funds may be utilized. In cases where there can be no commitment of money until official approvals are received, a letter of "intent to fund" from the appropriate funding institution indicating the amount of funds and their specified uses. (5 points) 	20
<p>5. 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.</p> <p><i>Standard milestones of a complete project schedule are listed below:</i></p> <p><i>Zoning entitlements; Financing commitments in place; Approval of soft financing; Building permits; Credit Underwriting; Construction finance closing; Commencement of</i></p>	5

<p><i>construction; 50% completion of construction; Certificates occupancy; Construction completion; Stabilized occupancy; Permanent loan conversion.</i></p> <p>If phasing is proposed, explain unit count, schedule and justification of phased approach.</p>	
<p>6. Green Building Techniques: Identify whether the project is planned for LEED certification and level. If LEED certification will be applied for, provide a written description of all strategies and sustainable design approaches for the project. Applicants receiving points for Green Building Techniques will be required to incorporate the commitments within the Project.</p>	5
<p>7. Previous Experience: Describe the Applicant’s experience on projects of similar nature, scope, and duration, along with evidence of satisfactory completion, both on time and within budget, for the past five years. Specifically describe documented successful experience with infill development/redevelopment projects similar to the one that is the subject of this RFA. Indicate Applicant’s experience and capabilities with real estate development projects in general, with mixed-use projects (including residential) and affordable housing projects in particular.</p> <p>The “Executive Summary Form-Exhibit 2” should be completed to describe the project and the Applicant’s experience. Applicant may also submit up to three pages (for each project) of pictures/illustrations, in addition to the Executive Summary. (10 points)</p> <p>Provide a brief narrative with verifiable evidence of the Applicant’s satisfactory performance designing and constructing at least three (3) mixed-use projects of comparable scope and complexity. A reference must be provided for each project provided. Include contact names, titles, current telephone numbers, and e-mail addresses for each. (5 points)</p>	15
<p>8. Organizational Capacity: In addition to the Applicant and Development Team minimum submission requirements stated above, provide a detailed narrative that demonstrates Applicant’s organizational capacity to successfully complete the project. Identify and describe staff position(s) and their line responsibilities. The information shall include the functions to be performed by the key individuals. All key individuals include all partners, managers, senior staff and other professional staff that will perform work and/or services on this project.</p>	5
<p>9. Leveraging: Provide the Leveraging Value per unit. The responsive application with the lowest Leveraging Value per unit will receive 15 points. The application with the second lowest Leveraging Value per unit will receive 10 points. The application with the third lowest Leveraging Value per unit will receive 5 points. To calculate Leveraging Value, please see RFA Section 9.</p>	15
TOTAL MAX POINTS	150

Leveraging Value per unit: _____

(See Funds Available/Leveraging Section 9, Page 12)

22. INSURANCE REQUIREMENTS

Throughout the term of the Agreement, Applicant shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit 3 (page 26) 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 of 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 3, 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 3 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. Any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Applicant shall 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 shall 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 3, 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 3.

**RISK MANAGEMENT’S INSURANCE REQUIREMENT EXHIBIT TEMPLATE TO BE
INCORPORATED INTO COUNTY CONTRACTS AS EXHIBIT 3**

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- Executive Summary

Project Title:			
Project Location:			
Was project a mixed-use?	Yes No	If yes, No. of uses:	
If mixed-use, what types of uses were included?	Use 1 _____ Use 2 _____ Use 3 _____	No. of units and Gross Sq. feet:	_____ _____ _____
Did this project include: a. affordable housing? b. moderate housing? c. market rate housing?	a. Yes No b. Yes No c. Yes No	No. of designated units:	a. _____ b. _____ c. _____
Indicate if the project was:	New construction	Major renovation	
Initial/proposed project estimate:		Final project cost:	
What was the developer's ownership interest?	(% or \$)	Financing amount:	(% or \$)
Was the project a public private-partnership (P3)?	Yes No	If yes, indicate public entity's contribution.	
What was the project's Timeline/Schedule?	Project award/conception:		Completion Date:
	Lease Terms (if applicable):		
Indicate the developer's role and responsibilities for the project:			
Identify the project's lead Architect/Engineer.			
Identify the project's Prime Construction Contractor.			
Identify other major/key partners in the project.			

Exhibit 2- Executive Summary

Project Title:

List other elements in the project and identify any amenities.

Summary of Project:

Developer may also submit up to three pages (for each project) of pictures/illustrations, in addition to the Executive Summary.

Exhibit 3 (Insurance Requirements)

MINIMUM INSURANCE REQUIREMENTS

Project: Affordable Housing Development of 1201 NW 31st Avenue, Pompano Beach, FL 33069
 Agency: Housing Finance Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$5,000,000	\$5,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$1,000,000	
<input type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A		If claims-made form:		
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> POLLUTION/ENVIRONMENTAL LIABILITY			If claims-made form:		
			*Maximum Deductible:		
<input checked="" type="checkbox"/> Builder's Risk or Property Insurance including Wind and Flood (During Construction). <i>Note: Coverage must be "All Risk", Completed Value.</i> Broward County must be a Loss Payee.			*Maximum Deductible:	\$10,000	Completed Value
			CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		
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 A.
 POUNALL
 Date: 2024.07.23
 12:45:09 -04'00'
 Risk Management Division

Appendix A

SOURCES AND USES OF FUNDS

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

- Name, address, telephone number, contact person of lender or proposed lender
- Dollar amount requested, including interest rate, terms, annual debt service
- Type of financing (e.g., conventional/subsidized loan, federal or private grant, deferred payment loan, equity, 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
GAP Amount (if applicable) A. B. C.		

PROJECT COSTS					
Itemized Cost	Total Cost	GAP	Source A	Source B	Source C
A. Acquisition Cost 1. Land/Ground Lease 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

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: Unless approved otherwise by the HFA Director, should the development be funded, 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- Structured	
Parking - Surface	

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 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

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 selected for a preliminary award of a Ground Lease, will be required to enter into Ground Lease within six (6) months after the Board of County Commissioners (BOCC) approves the selected Applicant. The Ground Lease is subject to final approval by the BOCC.
3. 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.
4. The success of an Applicant in being selected for a preliminary award of a County Loan 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.
5. 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.
6. The Applicant acknowledges that any County Loan 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.
7. 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.
8. The Applicant, its Applicant 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 this RFA and any applicable federal, state, city, county rules, and ordinances.
9. 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.
10. 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 – CORPORATION
FLORIDA DEPARTMENT 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 of income among persons when not for fair market value under an arm’s length agreement shall be prima facie case that one-person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

Attachment C, Public Entities Crimes Affidavit, page 2

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

(Please indicate Which statement applies)?

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

(Signature)

(Date)

STATE OF FLORIDA

COUNTY OF BROWARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

(Name of individual signing) who, after first being sworn by me, affixed
his/her signature in the space provided above on the _____ day of
_____ 20____.

NOTARY PUBLIC, State of Florida

My commission expires _____.

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

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____,

20_____, by _____
Name of individual signing

as _____ of _____
Title Name of Applicant

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

NOTARY PUBLIC

My commission expires: _____

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

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 G

EQUAL EMPLOYMENT OPPORTUNITY POLICY

POLICY:

The progress of this Applicant requires that we utilize all available staff to the fullest, regardless of race, color, religion, age, sex, 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 H

General Contractor's License

Broward County Housing Finance Division

Attachment I

Last Three (3) Years Litigation History Form

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

_____ There are no material cases for this Applicant; or

_____ Material Case(s) are disclosed below:

Is this for a (check type) Parent _____ Subsidiary _____ Predecessor Firm _____	If Yes, name of parent/Subsidiary/Predecessor:
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 Council	Name: _____ Email: _____ Telephone Number: () _____

Applicant Name: _____

Date: _____

SECTION II

Copies of the Résumés of the Proposed Project Team