



FIRST AMENDMENT

OF

NOTICE OF FUNDING
AVAILABILITY FOR
AFFORDABLE HOUSING AND
PERMANENT SUPPORTIVE
HOUSING DEVELOPMENTS

HOME Investment Partnership
Program (HOME)

Issue Date: February 29, 2024

Application Deadline Dates	
First Deadline:	Friday, March 1, 2024, by 4:00pm
Second Deadline:	Wednesday, March 13, 2024, by 4:00pm
Final Deadline:	Tuesday, March 26, 2024, by 4:00pm

A. PURPOSE

The San Bernardino County Community Development and Housing Department (CDH) is the lead County department for various state and federal funds which are intended for the development of affordable housing units and/or reducing the number of persons experiencing homelessness. County funding includes but is not limited to HOME Investment Partnerships Program (HOME) funds.

Each year since funding was originally authorized by the Cranston-Gonzalez National Affordable Housing Act of 1990, CDH has administered funds provided by the Department of Housing and Urban Development (HUD) for eligible activities under Federal Regulations for the HOME Investment Partnership (HOME) Program. HOME new construction, acquisition and/or rehabilitation loans are awarded to eligible applicants for specific projects. Funds are limited, and to be eligible, projects must comply with all HOME Program Regulations.

Financial assistance can be provided to acquire land, construct and/or rehabilitate rental and owner-occupied units for the purpose of providing affordable housing to lower-income families. The County HOME program finances construction of units of a non-luxury nature to increase the supply of affordable housing units. Assisted projects must provide one or more units, meet HUD Section 8 Housing Quality Standards (HQS) and all other applicable development and HOME rental property requirements after completion.

HOME program loans are based on the individual needs of the project. A minimum \$1,000 per unit subsidy is provided. The affordability period is the number of years during which restrictions on rental rates and occupancy are required and is established by federal regulations. Since the goal of the County is to provide long-term affordability for all assisted projects, restrictions will be imposed that will remain in effect for the longest feasible time. The length of the restriction period is dependent upon the amount of HOME funding provided. For new construction projects, the minimum affordability period is twenty (20) years. The Department of Housing and Urban Development establishes HOME rent limits on an annual basis. The HOME rent limits include all utilities, except telephone and cable. Projects assisted under the HOME program must not exceed the HOME rents for a specified percentage of units during the affordability period. HUD also establishes income levels each year according to household size. The HOME-assisted units can only be rented to households meeting those income level restrictions as well.

The following amounts are applicable to all participating jurisdictions located within the jurisdiction of the HUD Los Angeles Field Office and are effective for the HOME Program on April 7, 2023, until such date that the basic statutory mortgage limits for Multifamily Housing Programs for calendar year 2024 are published in the Federal Register:

Bedrooms	HOME Maximum Subsidy
0	\$173,011.00
1	\$198,331.00
2	\$241,176.00
3	\$312,005.00
4+	\$342,482.00

In order for projects to be considered for assistance under the HOME program, a County HOME Project Application must be submitted. The application will be reviewed for completeness by CDH staff and evaluated against the HOME Program Regulations and established criteria. Once the application has been determined to be eligible and complete, it will be reviewed for recommended action. If the project is recommended for approval, a HOME Loan Agreement will be

prepared and presented to the County Board of Supervisors for approval and execution. All HOME-assisted rental projects require annual monitoring for compliance for the duration of the affordability period.

All projects funded with HOME funds will be subject to and must comply with all applicable state and federal HOME regulations. This NOFA should be read in conjunction with the federal HOME Investment Partnership Act statutes at 42 USC 12701 et seq., 24 CFR Part 92, 2 CFR Part 200, and 2 CFR Part 184. Additional federal regulation information can be located on the US Department of Housing and Urban Development (HUD) website:

[HOME Investment Partnerships Program Final Rule \(hud.gov\)](https://www.hud.gov/program_offices/comm_planning/home_investment_partnerships_program_final_rule)

At least 15 percent of HOME funds must be set aside for specific activities to be undertaken by a special type of nonprofit called Community Housing Development Organization (CHDO). A CHDO is a private nonprofit, community-based organization that has staff with the capacity to develop affordable housing for the community it serves. The fiscal year and available funding allocation for HOME and CHDO is shown below.

HOME		
Fiscal Year	Funding Allocation	Program Income Available
2021	\$1,600,000.00	
2022	\$2,800,000.00	\$1,700,000.00
2023	\$0.00	\$550,000.00
CHDO		
Fiscal Year	Funding Allocation	
2021	\$520,000.00	
2022	\$560,000.00	
2023	\$0.00	

CDH has developed a five-year Consolidated Plan submitted to HUD and sets forth the County’s housing investment strategy aimed at expanding the County’s affordable housing pipeline and developing needed supportive housing for the chronically homeless or at risk of homelessness population. The Consolidated Plan is updated annually by the Annual Action Plan which allocates one (1) year’s funding (entitlement and program income) to specific projects and activities for the HOME programs. The Consolidated Plan and Annual Action Plan can be located on the San Bernardino County website: [San Bernardino County - CDH Consolidated Plan](#)

This Notice of Funding Availability (NOFA) identifies what funding is available and provides information on submission of an application. Available funding is designed to financially support projects that will expand the inventory of housing units available to persons who meet HOME eligibility criteria throughout San Bernardino County. It is the intent of CDH to collaborate with partners that have “application-ready” projects that would strategically leverage local dollars to spur additional state and federal investment within the County.

CDH Program Objective:

This NOFA is seeking innovative projects that utilize a variety of housing types and financial structures that will result in producing housing units that are responsive to the critical needs of the targeted population, reduce overall construction costs, and are operationally sustainable.

The most competitive projects will include the following components:

1. **Development Team Experience:** The most successful proposals will have an identified team that have previous experience in developing, owning, and operating projects similar to the proposed projects and serving the targeted population.
2. **Increase Available Inventory of Housing Units Designed for the Targeted Population:** Within this component, proposed projects will be evaluated on the following: 1) probability of securing all necessary entitlements; and 2) thoughtful site selection and project design that will meet the critical needs of the targeted population. The most successful applicants will have site control.
3. **Viable Financing Structure and Sustainability:** Applicants will be required to provide detailed pro forma documenting all committed and proposed project funding. The pro forma must include the following components: development cost budget (construction and permanent financing budgets), affordable rental information, annual operating subsidy and expenses, a cash flow analysis. All pro formas will be evaluated based upon industry standard costs, compliance with the proposed funding requirements, and the ability to leverage County resources. In addition, the identified developer member of the development team must provide financial statements for the past two years.
4. **Reduced Total Project Development Cost Through Innovation:** A critical component to increase the inventory of affordable housing units is reducing the overall project development costs through innovation in construction and/or financing. It is anticipated that projects may utilize the following more cost-effective approaches to reduce overall total project development costs such as, but not limited to:
 - Housing Typology
 - Tiny Homes
 - Accessory Dwelling Units
 - Construction Method
 - Prefabricated Modular Housing
 - Shipping Containers
 - Innovative Approaches
 - Motel Conversions
 - Shared Housing
 - Creative Financing Tools/Structure.
5. **Experience in Serving the Targeted Population and Development Experience:** Successful applicants are required to document their experience in serving the targeted population, including developing, owning, and operating affordable housing units.

B. CDH GENERAL CONTRACT TERMS AND CONDITIONS

1. **CDH public-private agreement precepts:**

- Demonstrate a sound knowledge of all proposed funding sources and certify compliance with all regulatory requirements associated with all proposed funding sources.
- Provide a detailed pro forma that documents the financial viability and long-term sustainability in compliance with all the proposed funding sources.
- Demonstrate the qualification of all team members to perform the duties to successfully bring the proposed project to completion and serve the targeted population.
- Support the County's efforts to increase the inventory of housing units for the targeted population, assist with meeting Regional Housing Needs Assessment (RHNA) requirements, and comply with the core components of Housing First.
- Clearly identify the financial commitment requested and the proposed terms of assistance from the County.
- Provide a timeline with key milestones from bringing the project from a vision to completion. Timeline will include all required entitlements, permits, environmental clearances, board or governing body approvals, financing approvals, and certificate of occupancy.
- Identify all financial or other resources that have been or will be committed to the project.
- Certify that the project will comply with California's prevailing wage laws and indemnify the County.

2. Additional County terms and conditions

CDH staff will review all projects to ensure the long-term sustainability of the project and that the proposed project meets general industry standard underwriting requirements. The following are a list of County underwriting practices and standard contract terms, this list is not comprehensive:

- For all tax credit funded projects, the County imposes a hard cap of \$2.5 million on the developer fee unless the complexity of the project warrants otherwise (e.g., larger community benefit projects, projects including a library or park, etc.). Some of the developer fee may be deferred. If proposing a 4% Low Income Housing Tax Credit (LIHTC) projects, any additional developer fee above \$2.5 million must be contributed as equity or a capital contribution or paid out of the Borrower's share of residual receipts.
- The County's standard interest rates on all loans in 5%.
- Debt Service Coverage Ratio needs to be at least 1.15, however if the Project has limited cash flow, then it will need to increase the Ratio to ensure repayment during the loan term.
- County standard is that all projects have adequate Capital and Operating Reserves.
- Residual receipts estimates should assume a 50/50 split.
- An annual County monitoring fee will be included, as the County is required to perform physical systems checks and unit monitoring. Cost of compliance with State or Federal wage rates are borne by the project.
- A prevailing wage monitoring fee will be included as part of the project monitoring compliance costs.
- All projects will be reviewed based upon the funding sources provided for compliance with the

affordability term required.

- The County generally does not subordinate to the Regulatory Agreement. However, the County may, at its sole and absolute discretion, choose to subordinate the Deed of Trust if specific conditions are satisfied.
- In considering the units assisted by the County (as compared to the units in the entire development), the County may elect, at its sole and absolute discretion, to restrict up to 100% of the units in the Regulatory Agreement, deed restrictions, and/or Promissory Note.
- The County will not waive any requirements associated with Payment and Performance Bonds.
- **Attorney Fees and Costs** If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under the Indemnification and Insurance Requirements.
- **Indemnification and Insurance Requirements**
 - **Indemnification** Applicant agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers (Indemnitees) from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The Applicant indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
- **Additional Insured** All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- **Waiver of Subrogation Rights** The Applicant shall require the carriers of the required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Applicants, and Sub applicants. All general or auto liability insurance coverage provided shall not prohibit the Applicant and Applicant's employees or agents from waiving the right of subrogation prior to a loss or claim. The Applicant hereby waives all rights of subrogation against the County.
- **Policies Primary and Non-Contributory** All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- **Severability of Interests** Applicant agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Applicant and County or between the County and any other insured or additional insured under the policy.

- **Proof of Coverage** Applicant shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of Services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Applicant shall maintain such insurance from the time Applicant commences performance of Services hereunder until the completion of such Services. Within fifteen (15) days of the commencement of this Contract, Applicant shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
- **Acceptability of Insurance Carrier** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".
- **Deductibles and Self-Insured Retention** Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- **Failure to Procure Coverage** In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Applicant or County payments to the Applicant (s)/Applicant(s) will be reduced to pay for County purchased insurance.
- **Insurance Review** Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the these insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Applicant agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

- **The Applicant Specifications** Applicant agrees to provide insurance set forth in accordance with the requirements herein. If Applicant uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Applicant agrees to amend, supplement, or endorse the existing coverage to do so.

Without in any way affecting the indemnity herein provided and in addition thereto, the Applicant shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- **Workers' Compensation/Employers Liability** A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with two hundred and fifty thousand dollar (\$250,000) limits, covering all persons, including volunteers, providing Services on behalf of the Applicant and all risks to such persons under this Contract.

If Applicant has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Applicants that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- **Commercial/General Liability Insurance** Applicant shall carry General Liability Insurance covering all operations performed by or on behalf of Applicant providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - Premises operations and mobile equipment.
 - Products and completed operations.
 - Broad form property damage (including completed operations)
 - Explosion, collapse, and underground hazards.
 - Personal Injury
 - Contractual liability
 - \$2,000,000 general aggregate limit
- **Automobile Liability Insurance** Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If Applicant is transporting one or more non-employee passengers in performance of Services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If Applicant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- **Umbrella Liability Insurance** An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

PLEASE NOTE: The County reserves the right to modify any of the above underwriting practices to comply with local, state, and federal requirements for any of the proposed funding sources that will be utilized for the proposed project.

3. Federal Terms and Conditions

- All projects funded with HOME funds will be subject to and must comply with all applicable state and federal HOME regulations. This NOFA should be read in conjunction with the Federal HOME Investment Partnerships Act statutes at 42 USC 12701 et seq., 24 CFR Part 92, 2 CFR Part 200, and 2 CFR Part 184.
- The Applicants must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee’s infrastructure project. Pursuant to HUD’s Notice, “Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

C. Evaluation Criteria:

Applications will be evaluated based upon the following evaluation criteria:

Application Scoring Categories and Maximum Point Scores (100 Points Maximum)	Evaluation Criteria
1. Development Team Experience (Up to 15 points)	Development Team Experience – (Up to 15 points) A. Previous Experience Securing State Housing Resources B. Positive Relationship with the Public Sector C. Financial Wherewithal D. List of Affordable Housing Portfolio, including size of projects and funding sources E. Condition of Existing Assets
2. Readiness to Proceed (Up to 25 points)	Readiness to Proceed – (Up to 25 points) A. Environmental Approval: Completion of all necessary environmental clearances (California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA)), and completion of a Phase I Environmental Site Assessment and Phase II Environmental Assessment, if necessary. (Up to 10 points) B. Discretionary Approval: Obtaining all necessary and discretionary public land use approvals except building permits to the extent such approval is required (Up to 15 points) For any projects that do not require the above sections, full points will be given with adequate supporting documentation verifying exemption from the above sections.

<p>3. Project Concept (Up to 10 points)</p>	<p>A. Target Population. Detailed description of the targeted population that will be served and documentation of experience serving the targeted population.</p> <p>B. Unit Mix and Affordability Mix. Detailed description of the proposed unit mix, income limits, and restricted rental amounts by unit.</p> <p>C. Detailed Project Description</p> <p>D. Description of either the Innovative Housing Typology utilized or other innovation that will reduce overall project costs.</p>
<p>4. City/County Support (Up to 15 points)</p>	<p>Requirements for projects located within incorporated cities (Up to 15 points)</p> <p>A. Describe City Staff Role and Awareness of Project.</p> <p>B. Describe City Council Communications and Project Awareness</p> <p>C. If City support has not been obtained, but project is in the appropriate zoning (5 points maximum)</p> <p>Requirements for projects located within unincorporated areas of the county (Up to 15 points)</p> <p>D. Proposed project is compatible with existing zoning.</p>
<p>5. Site Control (Up to 20 points)</p>	<p>A. Site is currently owned by a member of the development team (20 points)</p> <p>B. Development Team has a lease agreement that exceeds the term of the affordability term for HOME Program (20 points)</p> <p>C. Development Team has a signed purchase and sale agreement, or other binding agreement for site control (15 points)</p>
<p>6. Financing Strategy (Up to 15 points)</p>	<p>Pro Forma/Committed Funding Sources/Proposed Funding Sources (Up to 15 points)</p> <p>A. Detailed pro forma documenting the following components: development cost budgets (construction and permanent financing budgets), affordable rental information, annual operating subsidy, annual operating expenses, a cash flow analysis. The annual cash flow must document compliance with the affordability levels and term of the proposed funding.</p> <p>B. Funding Letter(s) showing all committed and proposed funding for the project and the timeline to secure all proposed funding (Up to 5</p>

	<p>points).</p> <p>C. Funding Request Letter Stating the Estimated Full Funding Request from the County that is required for the project to proceed.</p> <p>All pro forma will be reviewed to ensure that costs are reasonable based upon industry standard, maximize leverage of County funding, and applicant has a competitive project for HOME.</p>
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A NOFA checklist has been provided and must be included as part of the submission package.

All respondents will receive a letter from the County indicating that the application has been received within five business days of receipt.

Upon the close of the submission deadline, an evaluation review committee will evaluate all responses to this NOFA based upon the scoring criteria listed above. The evaluation committee may seek outside expertise from consulting firms under contract with the County to assist in evaluating all applications.

The successful applicants shall be selected by the following process:

1. An evaluation committee will be appointed to evaluate all submitted written applications.
2. The committee will score the applications based on the information submitted according to the evaluation criteria and point factors.
3. The committee will require a minimum of 5 working days to evaluate and score the applications.

Following the evaluation, CDH may select one of these options:

1. Negotiate terms of one or multiple applications.
2. Request additional information from the applicant(s); or
3. Reject the applications(s).

All respondents will be provided with a formal letter regarding the outcome of the scoring of their application.

This NOFA is in no way an agreement, obligation, or contract between the County and any applicant. It is the duty and responsibility of each applicant to review the provisions, requirements, and limitations of all funding sources applied for to ensure that each requirement of that funding source is compatible with the application.

D. Request for Submission:

- **This First Amended NOFA has the following deadline submission dates: The County has the right to close the NOFA at an earlier date.**

Application Deadline Dates	
First Deadline:	Friday, March 1, 2024, by 4:00pm
Second Deadline:	Wednesday, March 13, 2024, by 4:00pm
Final Deadline:	Tuesday, March 26, 2024, by 4:00pm

- The County will provide the results of the evaluation within 5 days.

- Questions can be submitted to the email address: info@cdh.sbcounty.gov. Questions will be addressed in a phased approach. All questions will be answered, and both the question and answer will be posted as an Addendum to the NOFA on the CDH's website.
 - First question submission deadline is Wednesday, February 28, 2024 by 4:00pm
 - Second question submission deadline is Monday, March 12, 2024, by 4:00pm
 - Final questions submission deadline is Friday, March 22, 2024, by 4:00pm
- **All applications must include the NOFA checklist/questions form as part of the application.**
- All applications must be submitted electronically by the deadline submission date to the following email address: Info@cdh.sbcounty.gov

E. Appeal and Award

In the event a dispute arises concerning the NOFA process prior to the award of the Contract, the Applicant raising the dispute shall submit a request for resolution in writing to the Purchasing Agent. Applicant may appeal the recommended award or denial of award (Protest), provided the Protest:

1. Is submitted in writing.
2. Is submitted within ten (10) calendar days of the issuance date of the NOFA.

A Protest can only be brought on the following grounds:

1. Failure of the County to follow the selection procedures and adhere to requirements specified in the NOFA or any addenda or amendments.
2. Violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. Violation of State or Federal law.

Protests will not be accepted for any other reasons than those stated above.

All Protests must be sent to:

Pete Mendoza, Director
 San Bernardino County
 Purchasing Department
 777 E. Rialto Avenue
 San Bernardino, CA 92415-0760

Upon receipt of the formal Protest, the Purchasing Agent, or his/her designee, will attempt to resolve the Protest. A Protest shall be disallowed when, in the judgment of the Purchasing Agent it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the Applicant advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

The Purchasing Agent shall make a decision concerning the appeal, and notify the Applicant submitting the Protest, within a reasonable timeframe prior to the tentatively scheduled date for awarding the Contract. The decision of the Purchasing Agent shall be deemed final.

Alternatively, at the Purchasing Agent's discretion, an Appeal Panel consisting of five (5) members appointed by the Purchasing Agent shall hear the Protest. The Applicant will be provided reasonable notice of the time, date and location of the hearing. In the event that a protesting Applicant does not appear at the Protest hearing as scheduled, the Protest will be disallowed.

The hearing is informal, in that it is not subject to the strict rules of evidence or procedure, and live

witnesses, if any, will not be sworn. All relevant evidence is admissible, including hearsay. It will be up to the Appeal Panel members to consider the credibility of the evidence and the weight to give it.

The Panel will determine by at least three (3) affirmative votes: 1) whether the Protest was submitted timely; 2) whether the Protest is based on at least one of the three designated grounds identified above; and 3) whether the grounds on which the Protest are based have been substantiated.

If any of the grounds are determined to be valid, the Panel will also decide if the valid portion of the Protest has so tainted the NOFA process that it is unfair to the Applicant or whether the valid grounds for the Protest are in the nature of harmless error and that the NOFA process was fair to the Applicant. The Panel will not re-evaluate the Applications.

The Purchasing Agent shall notify the Applicant making the Protest of the decision, within a reasonable timeframe prior to the tentatively scheduled date for awarding the Contract. The decision of the Appeal Panel shall be deemed final. If the Contract must be approved by the Board, after receiving a decision from the Purchasing Agent or Appeal Panel, the Applicant may then present its Protest to the Clerk of the Board of Supervisors for the Board's review and decision. The Applicant must file its written Protest with the Clerk of the Board or provide a verbal Protest (typically limited to three minutes) prior to the Board making a decision on the Contract. Any decision of the Board shall be deemed final.

An Applicant protesting the results of any of the processes described herein must follow the procedures set forth. By submitting a "Letter of Intent to Protest", the Applicant has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this NOFA. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Applicant under this NOFA. Upon exhaustion of this remedy no additional recourse is available.

CDH reserves the right, at its sole discretion, to suspend, rescind, amend, modify, or supplement the provisions of this NOFA at any time, including without limitation, the amount of funds available hereunder. This NOFA is not a commitment of funds to any activity or applicant. The authority to award a contract rests solely with the County Board of Supervisors, or as delegated by the Board of Supervisors.

In the event of conflict between the terms of this NOFA and either applicable state or federal law or regulation, the terms of the applicable state or federal law or regulation shall control. Applicants are deemed to have fully read and understand all applicable state and federal laws, regulations, and guidelines pertaining to the HOME funding.

Clarification In order to determine if an Application is reasonably susceptible for award, communications by the Facilitator for the evaluation panel are permitted with an Applicant to clarify uncertainties or eliminate confusion concerning the contents of an Application. Clarifications may not result in a material or substantive change to the Application. The evaluation by the panel may be adjusted as a result of a clarification under this section.

Public Records Act All Proposals and other material submitted become the property of the County and are subject to release according to the California Public Records Act (Government Code § 7920.000). All Proposal information will be held in confidence during the evaluation and negotiation process. Thereafter, Proposals are subject to becoming a non-exempt public record. If an Applicant believes that any portion of its Application is exempt from public disclosure, it must indicate the specific portions believed to be confidential and not subject to disclosure. The Applicant also must include a brief description that sets out

the reasons for exemption from disclosure. Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that do not meet the requirements of this section will not be considered.

The County will use reasonable means to ensure that such information is safeguarded but will not be held liable for inadvertent disclosure of the information. Applications marked 'Confidential' in their entirety will not be honored, and County might not deny public disclosure of any portion of Applications so marked. By submitting an Application with portions identified in Attachment I as "Confidential," Applicant represents that it has good faith belief that such portions are exempt from disclosure under the California Public Records Act request be received. In the event the County does not disclose the information marked as "Confidential," Applicant agrees to reimburse the County for, and to indemnify, defend (with counsel approved by County) and hold harmless the County, its officers, employees, agents, and volunteers from and against any and all claims, damages losses, liabilities, suits, judgments, fines, penalties, costs of any nature arising from or relating to the County's non-disclosure of any such designated portions of an Application.

Employment of Former County Officials Information must be provided in Attachment II regarding County Administrative Officials (as defined below) who are employed by or represent Applicant. The information provided must include a list of former County administrative Officials who terminated County employment within the last five years and who are new officers, principals, partners, associates, or members of applicant and should also include the employment and/or represented capacity and the dates these individuals began employment with or represented the Applicant. For the purposes of this section, "County Administrative Official" is defined as a member of the Board of Supervisors or such member's staff, Chief Executive officer or member of such officer's staff, County department or group head, assistance department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. Failure to provide this information may result in the Application being deemed non-responsive.

Disclosure of Criminal and Civil Proceedings The County reserves the right to request the information described herein from the Applicant selected. Failure to provide the information may result in a disqualification from the selection process. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Applicant may also be asked to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of Contract. The selected Applicant may be asked whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Applicant will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail. In addition, the selected Applicant may also be asked to disclose whether the firm, or any of its partners, principals, members, associates, or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or

those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Applicant will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail. For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

Debarment and Suspension; California Secretary of State Business Entity Registration Applicant certifies in Attachment III that neither it nor its principals or sub applicants are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See Attachment III and the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Applicant also certifies in Attachment III that if it or any of the sub applicants listed in the Application are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State

Campaign Contribution Disclosure (SB 1439) Applicant has disclosed to the County through completion of Attachment ___ – Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] after January 1, 2023. Applicant acknowledges that under Government Code section 84308, subdivision (e)(2), Applicant may not make a contribution of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of a contract pursuant to this NOFA is pending, and for 12 months after a final decision is rendered by the County. Campaign contributions include those made by any agent/person/entity on behalf of the Proposer or by a parent, subsidiary or otherwise related business entity of Applicant.

SAN BERNARDINO COUNTY NOFA REQUIRED CHECKLIST/QUESTIONS

This NOFA requires applicants to provide the following forms and this checklist must be included as part of the submittal package:

Legal Name of Applicant (including entity type): _____

Project Name: _____

Project Address: _____

Developer Name: _____

Authorized Person: _____

Signature of Authorized Person: _____

Application Scoring Categories and Maximum Point Scores (100 Points Maximum)	Evaluation Criteria
General Information	<input type="checkbox"/> Cover Letter, which must include the following information: A. NOFA Title B. Name(s) of person(s) authorized to represent the Applicant in any agreement negotiations and execution, contact information (street address, phone, and email address) C. Detailed description of level of assistance requested from the County including requested financial contribution, if any.
1. Development Team Experience (Up to 15 points)	<input type="checkbox"/> Development Team Experience – (Up to 15 points) A. Previous Experience Securing State Housing Resources

	<ul style="list-style-type: none"> B. Positive Relationship with the Public Sector C. Financial Wherewithal D. List of Affordable Housing Portfolio, including size of projects and funding sources E. Condition of Existing Assets
<p style="text-align: center;">2. Readiness to Proceed</p> <p>(Up to 25 points)</p>	<p><input type="checkbox"/> Readiness to Proceed – (Up to 25 points)</p> <p>A. Environmental Approval: Completion of all necessary environmental clearances (California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA)), and completion of a Phase I Environmental Site Assessment and Phase II Environmental Assessment, if necessary. (Up to 10 points)</p> <p>B. Discretionary Approval: Obtaining all necessary and discretionary public land use approvals except building permits to the extent such approval is required (Up to 15 points)</p> <p>For any projects that do not require the above sections, full points will be given with adequate supporting documentation verifying exemption from the above sections.</p>
<p style="text-align: center;">3. Project Concept</p> <p>(Up to 10 points)</p>	<p><input type="checkbox"/> Project Concept (Up to 10 points)</p> <p>A. Target Population. Detailed description of the targeted population that will be served and documentation of experience serving the targeted population.</p> <p>B. Unit Mix and Affordability Mix. Detailed description of the proposed unit mix, income limits, and restricted rental amounts by unit.</p> <p>C. Detailed Project Description</p> <p>D. Description of either the Innovative Housing Typology utilized or other innovation that will reduce overall project costs.</p>
<p style="text-align: center;">4. City/County Support</p>	<p><input type="checkbox"/> City/County Support (Up to 15 points)</p>

<p>(Up to 15 points)</p>	<p>Incorporated Cities: Requirements for projects located within incorporated cities (Up to 15 points)</p> <p>A. Describe City Staff Role and Awareness of Project.</p> <p>B. Describe City Council Communications and Project Awareness</p> <p>C. If City support has not been obtained, but project is in the appropriate zoning (5 points maximum)</p> <p>Unincorporated Areas: Requirements for projects located within unincorporated areas of the county (Up to 15 points)</p> <p>D. Proposed project is compatible with existing zoning.</p>
<p>(Up to 20 points)</p> <p>5. Site Control</p>	<p><input type="checkbox"/> Site Control (Up to 20 points)</p> <p>A. Site is currently owned by a member of the development team (20 points)B. Development Team has a lease agreement that exceeds the term of the affordability term for HOME Program (20 points)</p> <p>B. C. Development Team has a signed purchase and sale agreement, or other binding agreement for site control (15 points)</p>
<p>(Up to 15 points)</p> <p>6. Financing Strategy</p>	<p><input type="checkbox"/> Financing Strategy (Up to 15 points)</p> <p>A. Detailed pro forma documenting the following components: development cost budgets (construction and permanent financing budgets), affordable rental information, annual operating subsidy, annual operating expenses, a cash flow analysis. The annual cash flow must document compliance with the affordability levels and term of the proposed funding.</p> <p>B. Funding Letter(s) showing all committed and proposed funding for the project and the timeline to secure all proposed funding (Up to 5 points).</p> <p>C. Funding Request Letter Stating the Estimated</p>

	<p>Full Funding Request from the County that is required for the project to proceed.</p> <p>All pro formas will be reviewed to ensure that costs are reasonable based upon industry standard, maximize leverage of County funding, and applicant has a competitive project for HOME Investment Partnership Program. H</p> <p>D.</p>
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NOFA MANDATORY QUESTIONS

(Must be included with application)

GENERAL PROJECT DESCRIPTION INFORMATION

1. Is Project a Scattered Site Project: Yes No
2. Project Location(s) (Street Address and APN): _____
3. Site Acreage: _____
4. Number of Units (After Project Completion): _____

5. Project Type:

<input type="checkbox"/> New Construction	<input type="checkbox"/> Acquisition and/or Rehabilitation	<input type="checkbox"/> Motel Conversion
<input type="checkbox"/> Master Leasing	<input type="checkbox"/> Interim Housing to Permanent	<input type="checkbox"/> Interim Housing
<input type="checkbox"/> Shared Housing/Scattered Site	<input type="checkbox"/> Other: _____	

6. Targeted Population (Please check all that apply):

Homeless or At-Risk of Homelessness- Subcategory

- | | | |
|---|--|-----------------------------------|
| <input type="checkbox"/> Chronically Homeless | <input type="checkbox"/> Veterans Homeless | <input type="checkbox"/> Homeless |
| <input type="checkbox"/> At-risk Youth | <input type="checkbox"/> Domestic Violence | <input type="checkbox"/> Families |

Income Target – Sub-Category

- | | |
|--|---|
| <input type="checkbox"/> Extremely Low-Income (30% of AMI) | <input type="checkbox"/> Very Low-Income (50% of AMI) |
| <input type="checkbox"/> Low-Income (80% of AMI) | |

Other Targeted Tenants – Sub-Category

- | | | |
|--|--|---|
| <input type="checkbox"/> At-risk and former foster youth | <input type="checkbox"/> LGTBQ+ youth | <input type="checkbox"/> People living with HIV |
| <input type="checkbox"/> Senior | <input type="checkbox"/> Veterans | <input type="checkbox"/> Essential farmworkers |
| <input type="checkbox"/> Families | <input type="checkbox"/> Native American communities | <input type="checkbox"/> People with disabilities |
| <input type="checkbox"/> People experiencing racial and economic disparities | | |

7. Length of Affordability Period: _____

8. Total Project Costs

Activity	Costs
Acquisition	
Construction/Rehabilitation	
Total Costs	

9. Was the construction/rehabilitation budget calculated using prevailing wage rates? Yes No

a. If no, please identify the prevailing wage exemption for the project: _____

(Please note: All applicants are encouraged to consult with their legal counsel regarding prevailing wage exemptions and applicability to the proposed project.)

10. Proposed Funding Sources. This can be provided in the proforma.

Funding Source	Amount	Committed/Proposed (Please indicate date of commitment or estimated date) *	Past Experience (Yes or No)
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
*If funds are committed, please provide lender(s) commitment letter(s)			

11. Project Timeline

Key Milestones	Estimated Date of Completion
Site Control/Acquisition Complete	
Entitlements	
All Proposed Funding Secured	
Construction Start Date	
Construction Completion Date	
Lease-Up Completion Date	

PROPOSED COUNTY ROLE

12. Lead Applicant for State Funds: Yes No

13. Requested County Funding Amount

- a. Total Capital Funds: \$ _____
- b. Total Operating Funds: \$ _____
 - i. Annual Amount of Operating Subsidy Requested: \$ _____
 - ii. Number of Years of Operating Subsidy Requested: _____

14. Describe existing condition of proposed site:

15. Does site have existing buildings: Yes No

- a. If yes, provide year-built information: _____
- b. If yes, do the existing buildings have tenants? Yes No
 - i. If existing buildings have tenants, will the tenants be required to be relocated?
 - Yes No
 - ii. If yes, please provide relocation plan and budget for estimated costs

Additional Mandatory Attachments must be submitted with the application.

- 16. Attachment I – Public Records Act Exemptions
- 17. Attachment II – Employment of Former County Officials
- 18. Attachment III- Debarment and Suspension: California Secretary of State Business Entity Registration.
- 19. Attachment IV- Campaign Contribution Disclosure (SB 1439)
- 20. The above information is true and correct to the best of my knowledge.

Name of Person/Title

Date

Signature

Signature

ATTACHMENT I – PUBLIC RECORDS ACT EXEMPTIONS

PROPOSER NAME _____

ADDRESS _____

TELEPHONE# () _____ FAX # () _____

Applicant requests that specific portions of the contents of this Application be held confidential and not subject to public disclosure pursuant to the Public Records Act. The specific portions are detailed below: (Please identify and list your exemptions by indicating the Section or Paragraph number, and Page number, of the Application where the content is contained.) **Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that does not meet the requirements of this section will not be considered.**

**ATTACHMENT II
EMPLOYMENT OF FORMER COUNTY OFFICIALS**

NAME

ATTACHMENT III

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION; CALIFORNIA SECRETARY OF STATE BUSINESS ENTITY REGISTRATION

In compliance with contracts and grants Contracts applicable under the U.S. Federal Awards Program, the following certification is required by all Applicants submitting a response to this NOFA:

1. The Applicant certifies, to the best of its knowledge and belief, that neither the Applicant nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website (www.sam.gov).
2. The Applicant certifies, to the best of its knowledge and belief, that neither any subcontractor listed in its Application, nor subcontractor's Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website (www.sam.gov).
3. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
4. The Applicant shall provide immediate written notice to the Purchasing Agent if, at any time prior to award, the Applicant learns that this certification was erroneous when submitted or has become erroneous by reason of changes in circumstances.
5. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Applicant rendered an erroneous certification, in addition to other remedies available to the County, the County may terminate the Contract resulting from this NOFA for default.
6. Applicant affirms that neither it, nor any subcontractor listed in the Application, has any record of recent unsatisfactory performance with the County during the past twenty-four (24) months at a minimum.
7. Applicant also certifies that if it or any of the subcontractors listed in the Application are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.



Attachment IV

Campaign Contributions Disclosure

(SB 1439)

APPLICATION INFORMATION

Application Title: _____

Application Number: _____

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Applicants must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Applicant: _____

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision:

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of Applicant:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):

8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities

listed in Question Nos. 1-8?

No If **no**, please skip Question No. 9.

Yes If **yes**, please continue to complete this form.

9. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By submitting this Application, Applicant certifies that the statements made herein are true and correct. Applicant understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.