

NEW MEXICO MORTGAGE FINANCE AUTHORITY

REQUEST FOR PROPOSAL

HOME Rehabilitation Program

Program Year 2018/2019



Expanding the view of affordable housing

August 15, 2018



Welcome and thank you for your interest in responding to MFA's HOME Rehabilitation RFP. MFA is committed to choosing the best qualified Offerors and this information will provide the best opportunity to do so.

Part I – General Information

The general information part of the RFP provides background information about MFA, general proposal requirements and RFP standards. It is provided to the Offeror for informational purposes only.

Part II – Program-Specific Criteria

Part II of the RFP requires responses from the Offeror. It is designed to provide program specific criteria such as program background; purpose of the RFP; RFP training; Q & A information; performance agreement terms; timelines; minimum qualifications; geographic area to which the RFP would apply; evaluation criteria; program standards and compliance with federal requirements.

In an effort to provide clarification or answers to questions to this RFP, an FAQ link will be available on MFA's website after the RFP training. Please refer to the timeline noted in Part II for the training date.

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PART I: GENERAL INFORMATION

1 BACKGROUND INFORMATION

1.1 INTRODUCTION

New Mexico Mortgage Finance Authority (MFA) is a governmental instrumentality, separate and apart from the state, created by the Mortgage Finance Authority Act, N.M. Stat. Ann. Sections 58-18-1, et seq. (1978) for the purpose of financing affordable housing for low- and moderate-income New Mexico residents. MFA will endeavor to ensure, in every way possible, that small, women-owned business enterprises and/or labor surplus area firms (collectively Disadvantaged Business Enterprises [DBE]) shall have every opportunity to participate in submitting proposals and providing services. DBE businesses are encouraged to submit proposals. MFA will not discriminate against any business on grounds of race, color, religion, gender, national origin, age or disability. It is MFA's policy that suppliers of goods or services adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire and promote regardless of race, color, religion, gender, national origin, age or disability.

1.2 PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals, in accordance with MFA's Procurement Policy, from qualified applicants, which by reason of their skill, knowledge, and experience are able to furnish services for MFA in connection with the program for which they are applying ("Offerors").

2 GENERAL PROPOSAL REQUIREMENTS

2.1 PROPOSAL SUBMISSION

All Offeror proposals must be received for review and evaluation by MFA by 4 p.m. Mountain Time on the deadline of the proposal outlined in Part II Section 9, Timeline of the RFP. Proposals shall be in sealed envelopes marked "Proposal to Offer Services" and list the name of the program being applied for.

Submit proposals to:

Community Development Department
Administrative Assistant
New Mexico Mortgage Finance Authority
344 Fourth Street, SW
Albuquerque, NM 87102

Proposals may be delivered by mail, other shipping service or by hand. **Facsimile or electronic transmissions will not be accepted.** Proposals received after the proposed due date outlined in the timeline will not be considered for funding.

2.2 PROPOSAL TENURE

All proposals shall include a statement that the proposal shall be valid until performance agreement award, but no more than 90 calendar days from the proposal due date.

2.3 PROPOSAL FORMAT

Proposals should be printed on standard 8 ½ x 11 paper, double-sided, with each copy fastened using paper clips or binder clips and **with tabs** identifying each minimum threshold item and evaluation criteria item. **Please do not spiral bind your proposals.** All proposals must be self-contained.

- Proposals and forms may be downloaded from MFA's website:
http://www.housingnm.org/community_development/home-rehabilitation-rfp
- Offeror(s) must submit **one copy** of the most recent agency financial audit or a letter from MFA indicating that we have already received and approved your audit.
- Offeror(s) must submit an **original and three copies** of the proposal form and all required schedules and attachments, for a total of four proposal packages.
- Proposals must include the program-specific forms attached to this proposal package and all schedules and attachments pertaining thereto.
- MFA forms released with this proposal (proposals, budgets, certifications, schedules) must be used when provided by MFA. No substitutions will be accepted.

2.4 IRREGULARITIES IN PROPOSALS

MFA may waive technical irregularities in the form of proposal of any Offeror selected for award, which do not alter the price, quality or quantity of the services offered. Note especially that the date and time of proposal submission as indicated herein, in Part II Section 9, Timeline, cannot be waived under any circumstances.

2.5 EVALUATION OF PROPOSALS

Responses will be evaluated by an internal review committee of MFA staff using the scoring criteria as described in Part II Section 12, Evaluation Criteria. The review committee will present award recommendations to MFA management and MFA's Board. Final selection will be made by MFA's Board of Directors at the regularly scheduled monthly meeting.

MFA does not guarantee and is not obligated to make an award. Awards will be based on availability of funds, Offeror's demonstrated need, and Offeror's score on the scoring criteria and/or for any of the other reasons set forth herein.

2.6 DEFICIENCY CORRECTION PERIOD

Upon receipt of all timely submitted proposals, MFA staff members will review all proposals to verify that all are complete in accordance with the requirements of this RFP. Should any proposal be missing a threshold requirement in the RFP, it will be deemed incomplete. MFA will notify Offerors if any corrections are needed during the deficiency period. The deficiency correction period may not be used to increase the Offeror's score.

Items eligible for correction or submission during the deficiency correction period include missing or incomplete items required in the Minimum Qualifications and Requirements section of this proposal.

MFA shall communicate proposal deficiencies to each Offeror's designated contact person within seven calendar days of the RFP proposal submission date via e-mail. Applicants shall have five business days after the date of the e-mail delivery notice to submit the required information. All items must be submitted no later than 4 p.m. Mountain Time on the due date. The response due date will be noted on the deficiency notice. If the information requested is not provided within the timeframe provided or is submitted, but remains deficient, the proposal will be rejected without any further review.

Upon expiration of the deficiency correction period, MFA will not accept Offeror's submission of any items still missing from the proposal.

3 RFP STANDARDS

3.1 PROTEST

Any Offeror who is aggrieved in connection with this RFP or the notification of preliminary selection to this RFP may protest to MFA. A protest must be based on an allegation of a failure to adhere to the evaluation process as designated in the RFP, including MFA's evaluation of proposals. The protest must be written and addressed to:

Community Development Department
Administrative Assistant
New Mexico Mortgage Finance Authority
344 Fourth Street, SW
Albuquerque, NM 87102

The protest must be delivered to MFA within five calendar days after the preliminary notice of award. Upon the timely filing of a protest, the administrative assistant shall give notice of the protest to all Offerors who appear to have a substantial and reasonable prospect of being affected by the outcome of the protest. The Offerors receiving notice may file responses to the protest within seven calendar days of notice of protest. The protest process shall consist of review of all documentation and any testimony provided in support of the protest by the Contracted Services/Credit Committee of MFA's Board of Directors, which shall thereafter make a recommendation to the full Board of Directors regarding the disposition of the protest.

MFA's Board of Directors shall make a final determination regarding the disposition of the protest. Offerors or their representatives shall not communicate with MFA's Board of Directors or staff members regarding any proposal under consideration, except when specifically permitted to present testimony to the committee of the Board of Directors. A proposal will be deemed ineligible if the Offeror or any person or entity acting on behalf of the Offeror attempts to influence members of the Board of Directors or staff during any portion of the RFP review process or does not follow the prescribed proposal and protest process.

3.2 RFP REVISIONS AND SUPPLEMENTS

Should revisions or additional information be necessary to clarify any provision of this RFP, the revision or additional information will be provided to all offerors via MFA's website.

3.3 INCURRED EXPENSES

MFA will not be responsible for any expenses incurred by an Offeror in responding to this RFP. All costs incurred by Offerors in the preparation, transmittal or presentation of any proposal or material submitted in response to this RFP will be borne solely by the Offeror.

3.4 RESPONSIBILITY OF OFFERORS

If an Offeror, who otherwise would have been awarded a contract, is found not to be a responsible Offeror, a determination setting forth the basis of the finding shall be prepared and the Offeror shall be disqualified from receiving the award. A responsible Offeror means an Offeror who submits a proposal that conforms, in all material respects, to the requirements of this RFP and who has furnished, when required, information and data to prove that the Offeror's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in this RFP. The unreasonable failure of an Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror.

In addition to the terms respecting the services to be performed, the contract between MFA and the successful Offeror (herein "Service Provider) shall include, but may not be limited to, terms substantially similar to the following.

Indemnity. Service Provider accepts full responsibility and liability for the Scope of Work and for the proper obligation and expenditure of Program Funds under this Agreement and shall defend, hold harmless and indemnify MFA and HUD against any and all claims or liabilities, including attorneys' fees and costs of litigation, arising out of Service Provider's performance of or failure to perform the Scope of Work or arising out of any Project developed under the Scope of Work or for which Program Funds have been expended.

Subcontracting Prohibited. The Service Provider shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of MFA. If approved by MFA, the Service Provider shall be solely responsible for the performance of any subcontractor under such subcontract(s). Use of a subcontractor shall not relieve Service Provider of any obligation under this Agreement for any reason, including but not limited to a subcontractor's bankruptcy, insolvency or other inability to perform the services required under any subcontract.

Required Records. The Service Provider will maintain adequate financial accounting, Program and Project records for no less than seven years after the expiration date or termination date of the agreement, whichever is later.

Cost Reimbursements/Budget. Payment under cost reimbursable contract provisions shall be made upon MFA's receipt from the Service Provider of certified and documented invoices for actual expenditures allowable under the terms of this Agreement. Reimbursements will be made in accordance with the Budget.

Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage will be required to include the limits below:

\$1,000,000 Per Occurrence
\$1,000,000 Policy Aggregate
\$1,000,000 Products Liability/Completed Operations (if applicable)
\$1,000,000 Personal and Advertising Injury
\$ 50,000 Damage to Rented Premises (if applicable)

\$ 5,000 Medical Payments
\$1,000,000 Builder's Risk Insurance for any construction projects (if applicable)
Bond or Employee Dishonesty Insurance (25% of award)
Workers' Compensation Insurance

Said policy or policies of insurance must include coverage for all operations performed for MFA by the Service Provider and contractual liability coverage shall specifically insure and hold harmless provisions of this Agreement.

Privacy and Confidentiality. The Service Provider shall exert all reasonable effort to advise MFA at the time of delivery of data furnished under this Agreement, of all invasions of the right of privacy contained therein, and of all portions of such data copied from work not composed or produced in the performance of this Agreement and not licensed under this Agreement. Service Provider shall indemnify and hold MFA harmless from and against any loss, cost, liability, or expense arising out of the violation or alleged violation of any patent, copyright, trade secret or other property right of any third party.

Equal Opportunity Data. The Service Provider will maintain data relative to "Equal Opportunity" as related to Minority Business Enterprises ("MBE") and Women Business Enterprises ("WBE"). At a minimum, such data shall include the number and dollar value of MBE/WBE contracts and subcontracts awarded. This data is required to be reported to MFA annually in the format prescribed MFA and is due to MFA each year at a time to be determined by MFA in its sole discretion.

Termination at Will. The Agreement may be terminated by MFA with the consent of Service Provider or by Service Provider pursuant to the applicable provisions of 2 CFR 200.339. By such termination, neither party may nullify any obligation already incurred prior to the date of termination.

Independent Service Provider. The Service Provider, its agents and employees are independent contractors performing professional services for MFA and are not employees of MFA or the state of New Mexico. The Service Provider and its agents and employees, shall not accrue leave, retirement, insurance, bonding or any other benefits afforded to employees of MFA or the state of New Mexico.

Awards to Other Service Providers. The Service Provider shall not assign or transfer any rights, duties, obligations or interest in or to the proceeds of this Agreement without the prior written approval of MFA. If approved, any assignee will be subject to all terms, conditions and provision of this Agreement. No such approval by MFA of any assignment shall obligate MFA for payment of amounts in excess of the Program Funds. In accordance with 2 CFR 200.213, Service Provider shall not make any awards or permit any award (subcontract or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible to participate in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."

Amendment. The Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

Scope of Agreement. The Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal, or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

Service Provider Shall Not Bind MFA. Service Provider shall not purport to bind MFA, its officers or employees nor the state of New Mexico to any obligation not expressly authorized herein unless MFA has expressly given Service Provider MFA permission to do so in writing.

The Agreement shall be governed by the laws of the state of New Mexico and by applicable Federal law. The Service Provider consents to the jurisdiction of the Courts of the state of New Mexico. If any term or provision of

this Agreement shall be found to be illegal or unenforceable then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed to have no effect.

3.5 CANCELLATION OF RFP OR REJECTION OF PROPOSALS

This RFP may be canceled and any and all proposals may be rejected when it is in the best interest of the state of New Mexico and/or MFA. In addition, MFA may reject any or all proposals which are not responsive. Offeror may also cancel their proposal at any time during the proposal process.

3.6 AWARD NOTICE

MFA shall provide written notice of the award to all Offerors within 10 business days of the date of the award. The award shall be contingent upon successful negotiations of a final contract between MFA and the Offeror whose proposal is accepted by MFA.

3.7 PROPOSAL CONFIDENTIALITY

Until the award is made and notice given to all Offerors, MFA will not disclose the contents of any proposal or discuss the contents of any proposal with an Offeror or potential Offeror, so as to make the contents of any offer available to competing or potential Offerors.

3.8 CODE OF CONDUCT

No Board member or employee of MFA shall have any direct or indirect interest in any contract with the Offeror nor shall any contract exist between Offeror or its affiliate and any MFA Board member or employee that might give rise to a claim of conflict of interest. Any violation of this provision will render void any contract between MFA and the Offeror for which MFA determines that a conflict of interest exists as herein described, unless that contract is approved by the Board of Directors after full disclosure.

Offeror shall provide a statement disclosing any political contribution or gift valued in excess of \$250 (singularly or in the aggregate) made by Offeror or on Offeror's behalf to any elected official of the state of New Mexico currently serving or who has served on MFA's Board of Directors in the last three years.

Offeror shall warrant that it has no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract entered into with MFA pursuant to this RFP. Offeror shall at all times conduct itself in a manner consistent with MFA's Code of Conduct and MFA's Anti-Harassment Policy. A copy of MFA's Code of Conduct and MFA's Anti-Harassment Policy is posted on MFA's website for review at <http://www.housingnm.org/rfp>. Upon request by MFA, Offeror shall disclose information MFA may reasonably request relating to conflicts or potential conflicts of interest.

3.9 CONFIDENTIAL DATA

Offerors may request, in writing, nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal to facilitate public inspection of non-confidential portions of the proposal. After award, all proposals and documents pertaining to the proposals will be open to the public. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as trade secrets under the Uniform Trade Secrets Act, §57-3A-1 *et seq.* NMSA 1978.

If a citizen of this state requests disclosure of data for which a request for confidentiality is made, MFA shall examine the request for confidentiality and make a written determination that specifies which portions of the proposal should be disclosed and will provide the Offeror with written notice of that determination. Unless the Offeror protests within 10 calendar days of the notice, the proposal will be so disclosed.

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PART II: PROGRAM-SPECIFIC CRITERIA

4. PROGRAM BACKGROUND

New Mexico Mortgage Finance Authority (MFA) has received Federal HOME Investment Partnerships Program funding from the U.S. Department of Housing and Urban Development (HUD), and Community Development Block Grant (CDBG) from the local government division for Colonias specific areas. MFA has allocated a portion of each of these funds for a HOME Rehabilitation Program. The HOME Rehabilitation Program provides assistance to low-income home owners who lack the resources necessary to make home repairs. This assistance can be used to bring the home up to code, ordinance compliance, essential improvements, energy saving improvements, hazard reduction, disabled persons accessibility, repair or replacement of major housing systems, utility connections, and general property improvements that are non-luxury in nature. This program is administered by the local HUD office.

Funds are available to eligible nonprofit, for profit organizations and local participating cities (service providers) to assist MFA in its mission to provide services to low-income residents. The program provides funding to service providers for home rehabilitation in units occupied by eligible home owners. Home owners must have an annual household income that does not exceed 60 percent of the area median income, adjusted for family size.

The total funding available for the 2018 HOME Rehabilitation Program is \$3,060,250 and will be issued in block grants based on the scoring and outcome of this RFP. The maximum amount of funding that can be applied for is \$975,000. Sources include:

HOME Investment Partnerships Program:	\$3,000,000
Community Development Block Grant:	\$ 60,250

5. PURPOSE OF RFP

The purpose of this Request for Proposal (RFP) is to select qualified service providers for MFA's HUD funded HOME Rehabilitation and CDBG Programs. This RFP is issued pursuant to MFA's procurement policy to solicit applications from qualified Offerors capable of providing HOME Rehabilitation service in all NM counties. Awards will be made through a scoring process to eligible Offerors with priority being given to underserved counties and Colonias.

Scoring will be based on organization capacity, finance capacity, construction experience, implementation plan, wait list, projects located in underserved areas, and projects located in the Colonias.

If other funds become available to MFA during the contract period for activities similar to the work performed under the Program, additional funding may, at the option of MFA, be offered to the successful Offerors without a new RFP. MFA retains sole discretion to make the judgment as to the need for additional RFPs. Satisfactory performance will be a prerequisite for consideration of additional funding.

Offerors may not obligate funds, incur expenses, or otherwise implement program services prior to execution of a contract with MFA. Funding is anticipated to be available for future program years at similar levels, but is subject to change. Funding is not guaranteed to any given Offeror in any given amount.



6. RFP TRAINING

All interested Offerors must attend a mandatory RFP training in order to apply for this RFP. Training is scheduled for August 22, 2018 from 9:30am to 11:30am in MFA's board room, 344 Fourth Street SW, Albuquerque, NM 87102. The date is posted on the MFA website and is also located in Section 9, Timeline of this proposal. Pre-registration is required. To register, visit www.housingnm.org/community_development/home-rehabilitation-training. After the RFP training, questions will only be answered through MFA's formal RFP Q&A process detailed in Section 7 of this RFP.

7. RFP Q&A

Questions pertaining to this RFP and application must be submitted via MFA's website at <http://www.housingnm.org/rfp> under "Current RFP's". Select the HOME Rehabilitation RFP. On the services tab of the RFP select the "Services FAQs" link. Questions will be answered on a regular basis. The FAQ will open the day after the RFP is issued and will close two days prior to the RFP due date. To submit questions, scroll down to the "Ask a Question" section, enter your name, email address, type your question in the "Question" box, enter the two words in the CAPTCHA box and click on "Send my question". MFA will make every attempt to answer questions within two business days.

8. CONTRACT TERM

Once an Offeror has been approved for Service Provider status, MFA will issue an award letter. The contract will be effective from the day the contract is executed by both parties and will be effective for a maximum period of time for of 18 months. Contracts may be amended to include additional eligible projects as long as funding is still available. The maximum amount available for any one agency is \$975,000.

Eligible partners shall not subcontract the management services to be performed under this agreement without the prior written approval of MFA. The only exceptions are for an Environmental Protection Agency Certified Lead Paint Based Assessors, a certified public accountant and construction crews.

9. TIMELINE

Activity	Date
MFA Published RFP	08/15/2018
RFP FAQ's on Website	08/16/2018
RFP Training	08/22/2018
Deadline for Receipt of Proposals	09/10/2018
Deficiency Correction Period Begins	09/12/2018
Deficiency Correction Period Ends	09/19/2018
Preliminary Award Notice Sent to Service Providers	09/25/2018
Protest Period Begins	09/25/2018
Protest Period Ends	10/01/2018
Present Award Recommendations to MFA Board	10/17/2018
Final Notification of Awards Upon Board Approval	10/17/2018
Contracts to Service Providers	10/24/2018



10. MINIMUM QUALIFICATIONS AND REQUIREMENTS

Offerors must meet the basic eligibility criteria specified in the “Minimum Qualifications and Requirements” section of this RFP. In addition responses to the RFP must meet the requirements enumerated below. Waivers to “Proposal Requirements” may be approved by MFA’s Policy Committee. These criteria must be met by all Offerors to be considered for funding. All MFA forms released with this application under Section 15 RFP Forms must be used. No substitutions will be accepted. Applications and forms may be obtained from MFA website at: www.housingnm.org/community_development/home-rehabilitation-rfp.

The following criteria must be met by Offerors to be considered for selection to provide services for the Home Rehabilitation Program:

Offeror must submit application form specifying they are applying for “HOME Rehabilitation Program” (Form provided in Section 15 RFP Forms);

- Offeror must submit proof of status as a non-profit, for profit, Community Action Agency (CAA), or other public entity (e.g., unit of local government);
- Offeror must be in “good standing” with MFA as of the date this RFP. In order to be in good standing, Offeror must have no unresolved findings from any prior MFA monitoring. This is not applicable for new agencies;
- Offeror must provide a current board resolution not older than 12 months from the date of the application showing approval for the agency to apply for the 2018 HOME Rehabilitation Program. If Offeror is a tribal entity, a current tribal resolution showing approval for the agency to apply for the 2018 HOME Rehabilitation Program is needed (does not apply to for profit entities);
- Offeror must provide a current list of all board members, including their names, employers and term lengths, if applicable;
- Offeror must show proof, in the form of current financial policies and procedures, of having a functioning accounting system that is operated in accordance with Generally Accepted Accounting Procedures (GAAP) or has designated an entity that will maintain such an accounting system that is consistent with GAAP;
- Offeror must show proof of having been in operation for a minimum of one year;
- Offeror must provide current resumes of all management and administrative team personnel;
- Offeror must not have a “suspended,” “debarred” or HUD’s Limited Denial of Participation status conferred upon it by MFA and/or other state or federal funding sources. Offeror must provide a print screen from https://www5.hud.gov/ecpcis/main/ECPCIS_List.jsp as proof of compliance within 30 days of the application date;
- Offeror must describe any material, current or pending litigation, administrative proceedings or investigations that could impact the reputation or financial viability of the firm. (Form provided in Section 15 RFP Forms);



- Offeror must certify that all information provided in the RFP response is true and correct and that the individual signing has the authority to bind the Offeror Certification (Form provided in Section 15 RFP Forms);
- Offerors not subject to the audit requirements of 2 CFR 200 must obtain independent yellow book audits prepared by a third party CPA in accordance with Generally Accepted Government Auditing Standards (GAGAS) covering financial and compliance audits. Offeror must provide either an independent CPA's auditors report (audit) or audited financial statements conducted in accordance with Government Auditing Standards (GAS). The GAS Audit or audited financial statements will include the following:
 - ✓ An independent auditors report on financial statements;
 - ✓ An independent auditors report on internal control over financial reporting and compliance;
 - ✓ Auditor's management letter if appropriate and the Offeror's response to any audit or audited financial statement findings;
- The following types of audit or audited financial findings may disqualify Offeror from funding:
 - ✓ Repeat or unresolved audit findings, as determined by MFA;
 - ✓ If Offeror has received greater than \$750,000 in the fiscal year ending in 2017 and the single audit did not meet the requirements of the 2 CFR 200.250 Subpart F;
 - ✓ For Single Audit, no proof of federal audit clearinghouse submission (FORM SF-SAC);
 - ✓ If governmental entity, proof is not included of current audit submission to the Office of the New Mexico State Auditor;
 - ✓ If referenced in audit as a separate communication, no submission of Management Response Letter and management response to concerns noted in the management letter;
 - ✓ If any findings, no submission of management response to findings;
- Any Offerors that did not receive funding from MFA in PY 2017-2018 must provide either an audit to the above standards or an independent CPA's review of financial statements;
- Proof of a Commercial General Liability Insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations (if applicable)
\$1,000,000	Personal and Advertising Injury
\$50,000	Damage to Rented Premises (if applicable)
\$5,000	Medical Payments
\$1,000,000	Builder's Risk Insurance (Applicable Construction Practices)
	Bond or Employee Dishonesty Insurance (25% of award)
	Workers' Compensation Insurance

11. GEOGRAPHIC AREA TO WHICH THIS RFP APPLIES

The geographic area to which this RFP applies is all counties of New Mexico, excluding the cities of Albuquerque and Las Cruces. Priority is given to underserved, high-need areas and the Colonias. A map with the underserved counties and tribal areas is included in this RFP.

Colonias are rural communities and neighborhoods located within 150 miles of the U.S.-Mexican border that lack adequate sewer, water, and/or housing. These areas also typically lack other basic services like electricity, garbage service, water drainage, schools and community facilities. The Colonias of New Mexico are located in the counties of Catron, Chavez, Dona Ana, Eddy, Grant, Hidalgo, Lincoln, Luna, Sierra, Otero and Socorro.

12. EVALUATION CRITERIA

MFA will award performance agreements to the Offerors whose proposals score the highest and are most advantageous to MFA with respect to the evaluation criteria. Proposals will only be evaluated if Offeror meets the minimum threshold requirements. Offeror's documentation should address the following criteria in addition to complying with minimum threshold requirements and demonstration of organization capacity and financial stability. Proposals will be scored on a scale from 1 to 100 based on the criteria listed below. A serious deficiency in any one criterion may be grounds for rejection, regardless of overall score.

Scoring will be determined based on the responses to the criteria listed below. Awards will be determined based on an Offeror's request for funding and their score related to all qualified Offerors scores.

Offeror must obtain a minimum score of 65.

Criteria	Maximum Score
Organization Capacity	15
Finance	15
Construction Experience	15
Rehabilitation Program Implementation Plan	10
Waiting List	10
Identified Colonias Projects	15
New Agency	5
Identified Underserved County Projects	15
Total Maximum Points	100

Organization Capacity – 15 Possible Points

Provide a brief outline of management staff, organization chart, and list of board of directors. (1 point)

Provide current resumes for each of the key positions listed below:

Executive Director/Owner experience

Less than 2 years (1 point)

2 to 5 years (2 points)

5 or more years (3 points)

Fiscal Manager experience

Complete the administrative and financial management capacity form provided in Section 15 RFP Forms.

Less than 2 years (1 point)

2 to 5 years (2 points)

5 or more years (3 points)

Program/Construction Manager experience

Less than 2 years (1 point)

2 to 5 years (2 points)

5 or more years (3 points)

Administrative staff responsible for reporting, invoicing, intake and outreach

Less than 2 years with Offeror Agency (1 point)

2 to 5 years with Offeror Agency (2 points)

5 or more years (3 points)

Staff or Agency Certifications (2 points)

A total of 2 points will be awarded for field staff certifications in the field of construction:

Examples Include:

- Environmental Protection Agency (EPA) Renovation;
- Repair and Painting (RRP) Certification for field staff and/or Certified Firm status;
- OSHA 10 or 30 hour Construction Health and Safety certification;
- AHERA (Asbestos Hazard Emergency Response Act);
- Mechanical licenses;

Finance – 15 Possible Points

External Audit – a maximum of 5 points will be awarded based on the results of Offeror’s independent audit or audited financial statements for their most recent completed fiscal year not ending earlier than 2017.

Audit materials must include management’s response to any findings and corrective action to clear the finding or provide details on the current status of a finding.

0 Current Findings (5 points)

Previous Years Findings Cleared (3 points)

Unresolved Findings (0 points)

Financial Management (up to 10 points)

- Provide a proposed budget for the Offeror’s HOME Rehabilitation Program support costs (4 points)
- Provide the policy for the Offeror’s system of internal controls for fiscal management as documented in a policies and procedures manual approved by the Offeror’s Board of Directors/Owner (4 points)
- Offeror’s by-laws requiring Board of Director’s/Owners fiscal oversight (2 points)

Construction Experience – 15 Possible Points

Provide organization chart and current resumes of staff that would be managing the program. In addition, complete the Field Experience and Capacity form provided in Section 15 RFP Forms.

25 years of combined experience (5 points)

15 to 24 years of combined experience (4 points)

Less than 15 years of combined experience (3 points)

Experience administering MFA’s HOME Rehabilitation Program (5 points)

Experience administering federally funded rehabilitation programs or programs that involve environmental modification or ADA compliance measures such as ramp installation, grab bars, door widening, roofs, etc. (5 points)

HOME Rehabilitation Program Implementation Plan – 10 Possible Points

Executive Summary and Plan (1 page – up to 5 points)

- Executive Summary of the agency detailing what comprises the agency and the agency’s mission statement (1 point)
- Provide an explanation of how HOME Rehabilitation fits into the agency mission and why this program will support the mission (2 points)
- Quality Assurance plan that thoroughly describes how Offeror will ensure the highest level of service (2 points)

Production Schedule (1 page – up to 5 points)

- Projected timeline of project completion. Timeline should answer the question below: Will projects overlap or will they will be staggered and how will that work? (3 points)
- Estimated number of hours staff members will devote to program (2 points)

Waiting List – 10 Possible Points

Eligible Projects- Provide list of clients on your existing waiting list. (up to 10 possible points)

- One eligible project (2 points)
- Two eligible projects (4 points)
- Three eligible projects (6 points)
- Four eligible projects (8 points)
- Five or more eligible projects (10 points)

Colonia Eligible Projects – 15 Possible Additional Points

Eligible Projects- Provide list of projects located in a designated Colonias. (up to 15 points)

- One eligible project (3 points)
- Two eligible projects (6 points)
- Three eligible projects (9 points)
- Four eligible projects (12 points)
- Five eligible projects (15 points)

New Agency Only (No HOME rehab contracts with MFA over last 36 months) - 5 Additional Points

Underserved County Eligible Projects – 15 Possible Additional Points

Eligible Projects- Provide projects that are located in counties listed below where the HOME Rehabilitation Program has not served clients in the last 24 months. (up to 15 points)

- One eligible project (3 points)
- Two eligible projects (6 points)
- Three eligible projects (9 points)
- Four eligible projects (12 points)
- Five eligible projects (15 points)

<u>Underserved Counties and Tribes</u>						
San Juan	Rio Arriba	Taos	Los Alamos	Colfax	Union	Grant
Mora	Harding	San Miguel	Guadalupe	Torrance	McKinley	Eddy
Cibola	Catron	Sierra	Lincoln	De Baca	Roosevelt	Hidalgo
Quay	Curry	Chaves	Lea	Jemez	Acoma	Laguna
Nambe	Pojoaque	Zuni	Isleta	Santa Clara	Navajo Nation	Jicarilla Apache

13 PROGRAM STANDARDS

Eligible Borrowers

To be eligible for HOME and CDBG funding, the current annual household income of the borrower(s) must be at or below 60% of Area Median Income (AMI) adjusted for family size as determined by the U.S. Department of Housing and Urban Development (HUD) and calculated pursuant to the HUD Part 5, Section 8 guidelines. The incomes of all household members over 18 years of age are needed to determine income eligibility.

Property Eligibility

The home must be owned and occupied by the applicants as evidenced by a title search and a deed. Title to the property must be held as fee simple ownership or a 99-year leasehold. Homes located on Tribal/Pueblo land may have a 99-year lease. All property taxes must be current for non-Tribal/Pueblo land.

The value of the home (as determined by appraisal or other method approved by MFA, such as a market analysis) cannot exceed the 95% of the HUD published purchase price for the unit size, after rehabilitation. The combination of an existing mortgage loan and HOME award cannot exceed the after rehabilitation value of the HOME. On Tribal/Pueblo land, MFA will accept a property valuation in lieu of a third party appraisal.

In order to meet MFA’s construction standards and HOME regulatory requirements, the minimum subsidy per unit is \$1,500. The property must meet all construction standards upon final funding of the loan.

Properties with a home equity mortgage lien and properties located within the city limits of Las Cruces and Albuquerque are not eligible for this funding.

Structure for Terms of Assistance

The form of assistance for households earning no more than 60 percent AMI will be a non-amortizing, zero percent interest subordinate loan. A lien will be placed on the property in the amount of actual hard construction costs only. Soft costs, administration fees and lead based paint activities will not be passed on to the home owner. Each home



owner enters into an Award and Restrictive Covenants Agreement or Tribal Land Award Agreement herein; “TLAA” provided by MFA and must be signed and notarized by the homeowner. The agreement will be a non-amortizing, zero percent interest award that is due on sale, transfer or refinance during the affordability period. If the total of the principal amount of the award is from \$1 to \$40,000, then the Affordability Period is 10 years. If the total of the principal amount of award is greater than \$40,000, the Affordability Period is 15 years. The loan will be forgiven at a rate of 20 percent of the principal amount per year during the last five years of the affordability period (1/5 per year for five years). At project completion, the Agreement is to be recorded at the County Clerk’s office or Bureau of Indian Affairs (BIA) where the property is located and delivered to MFA.

Buyer Equity

The pre-rehabilitation value of the home must be determined by appraisal or MFA accepted method such as market analysis before any rehabilitation work is performed. Award and restrictive covenants, or Tribal/Pueblo land award agreements will be placed on the property that permits the home owner’s investment to be recovered from the proceeds of sale or transfer of the property prior to any repayment of the HOME loan.

Maximum Value Limits

The value of the home (as determined by appraisal or other method approved by MFA such as a market analysis) cannot exceed the HUD published value for the unit size, after rehabilitation. Agencies must use the HUD 95 percent after rehabilitation median values which are available online at:

http://www.housingnm.org/community_development/owner-occupied-rehab

Leveraging Match Resources

MFA realizes that it may take more than the “maximum” amount of HOME funds to adequately rehabilitate the home. Our intent and priority under this program is to provide HOME funds to the lower income borrowers (0-60 percent AMI). In order to increase the number of families assisted with the limited HOME funds, MFA highly encourages leveraging with other resources such as USDA-Rural Development loans. Whenever possible, eligible partners should coordinate with MFA’s NM EnergySmart providers to incorporate weatherization with all rehabilitation projects.

Construction (Hard) Costs

Construction costs for agency contracts must have a per unit average of no more than \$55,000. Hard costs are direct physical construction costs that include eligible materials and labor required to meet the minimum rehabilitation standards.

Invoicing Subject to the Following

Initial interim funding is subject to the following: (i) the submission of field inspection report including photos, (ii) copies of contractor payment request and/or material receipts, (iii) copy of print screen from SAM.gov and HUD’s Limited Denial of Participation for homeowner, agency and contractor(s) and, (iv) if invoicing for project management as a soft cost submission of employee timesheets. Projects that have not drawn any funds within 60 days date of the project approval letter may be canceled by MFA. The project must be completed within 180 days from the receipt of a project number from MFA. Approval from MFA with supporting documentation is necessary to waive this requirement.

Final Invoicing



The invoice for each project is subject to the following; (i) the submission of a HOME Completion Report, (ii) the submission of a copy of the Certificate of Occupancy and/or final inspection from the proper code enforcement agency signed by the home owner, (iii) the submission of the Release of Liens Certification from the contractor, (iv) the submission of the original recorded award and Restrictive Covenants Agreement or Tribal Land Award Agreement (TLAA).

In addition to the documents noted above, the following documents must be maintained in the Eligible Partner's client file:

- ✓ Original recorded award and restrictive covenants agreement;
- ✓ Evidence of property ownership (Fee Simple or 99-year leasehold interest only);
- ✓ Print screen of [SAM.Gov](https://www.sam.gov) search of home owner, agency, and contractors;
- ✓ Evidence of flood insurance (if applicable);
- ✓ Copy of bid documents and advertisement;
- ✓ Copy of executed construction contract with scope of work attached as an exhibit;
- ✓ Copies of lead-based paint risk assessment, notification certification(s), and clearance (if applicable);
- ✓ Resource efficiency checklist;
- ✓ Punch list (if applicable);
- ✓ Environmental Reviews;
- ✓ Proof of license of contractor;
- ✓ Before and after photos of work performed;
- ✓ Copies of material invoices;
- ✓ Certified timesheets for actual work performed;
- ✓ Certificate of Occupancy.

Administrative and Soft Costs

MFA may pay an eligible partner up to three percent of the total project cost (hard and soft costs) as administrative costs for all projects. Soft costs are capped at \$13,000 for projects located more than 60 miles from the agency's home office and \$10,000 for projects located within the 60 mile range of the agency's home office. These must be accompanied with a detailed general ledger and supporting documentation. The administrative costs for the program may be used for non-direct project related activities that contribute to the agency's rehabilitation program. All direct project related activities such as the wages for the project manager must be charged as soft costs and not to the administrative costs. The administrative costs and soft costs cannot be passed to the borrower and must be listed on the general ledger with the of request for reimbursement.

Servicing

MFA will retain the original award/loan documents and maintain the award/loan records. All payments, if applicable, will be made directly to MFA.

Income Limits

The method to determine income limits to be used to determine eligibility shall be those established by HUD and published annually.

Manufactured Homes

Mobile or manufactured homes are eligible for rehabilitation under this program. HOME funds may be used to purchase mobile or manufactured homes to replace homes that are too costly to rehabilitate. Under this program,



eligible manufactured housing must comply with all construction standards and [MFA's Resource Efficiency Standards](#) located in the HOME Rehabilitation Program Manual. Mobile home rehabilitations or replacements are eligible only if the land they are set on has a minimum 99-year ground lease or is owned by the home owner. The mobile home is ineligible for this rehabilitation program if it is located in a mobile home park where a monthly lot fee is paid.

All work must meet MFA and HUD Construction Standards, local building codes and manufacturer's warranty requirements, **AND MUST BE PERFORMED BY A CONTRACTOR LICENSED FOR MANUFACTURED HOMES**. Mobile homes must be secured to a permanent foundation prior to completion of work. HOME funds can be used to secure a manufactured home to a permanent foundation.

Flood Insurance

Owners of properties located in flood plains or wetlands as identified by the Federal Emergency Management Agency shall be required to obtain and maintain flood insurance as a condition of receiving funding. At initial intake, agencies must contact MFA for verification that a property is not located in a flood plain.

Lead-Based Paint

HUD has revised and consolidated its lead-based paint regulations, which are listed in [24 CFR Part 35](#). The changes enacted by the new regulation affect rehabilitation. Major changes under the new lead-based paint regulation include notification, lead hazard evaluation, lead hazard reduction, ongoing maintenance, and addressing children with Environmental Intervention Blood Lead Levels.

All eligible partners must certify and comply with applicable lead-based paint regulations listed in [24 CFR Part 35](#). Fees for testing and abatement are invoiced to a separate set-aside fund specifically for lead based paint activities. These fees are not passed to the home owner.

Environmental Reviews (ERs)

All projects are subject to an ER and must receive appropriate clearance prior to reimbursement, including soft costs and lead based paint costs. MFA is the responsible entity for all projects being performed by non-profit organizations and tribal housing authorities. Local governments and Tribal/Pueblo entities (not tribal housing authorities) are their own responsible entity and are required to perform their own ERs and sign as a responsible entity. All ERs must be included in all reimbursement requests. Local governments and Tribal/Pueblo entities must submit their Request for Release of Funds to MFA for approval (not to HUD). MFA will issue the Authority to Use Grant Funds.

Other Program Requirements

1. Refinances are not eligible under this program.
2. There is no limit to the amount of projects that a Service Provider may have open at one time, however, projects must be completed within 180 days of start date. The maximum award allowed under this RFP is \$975,000, an average of 15 projects. Service Providers may not receive funding for the full amount requested. Projects located in underserved areas and Colonias will receive first priority as listed in the scoring section of this RFP.
3. All projects must pass eligibility criteria.



4. The amount of HOME funds invested in a project may not exceed maximum limits as established by HUD. Determination of the maximum limits for after rehabilitation value of the homes must be obtained by an appraisal or other method approved by MFA such as a market analysis. The combination of an existing mortgage loan and HOME loan cannot exceed the after rehabilitation value of the home.
5. In the event that compliance monitoring indicates deficiencies in any of the units, funding may be immediately discontinued on all pending projects, and the Service Provider may be liable to reimburse MFA for any determined ineligible costs.

14. COMPLIANCE WITH OTHER FEDERAL REQUIREMENTS

Offerors must comply with all applicable federal, state and local codes, statutes, laws and regulations which include, but are not limited to:

- HOME Investment Partnership Program (24 CFR 92)
- Regulations of the U.S. Department of Housing and Urban Development found at (24 CFR Part 570)
- Office of Management and Budget (2 CFR 200)
- Standards for Financial and Program Management (2 CFR 200.300-200.309)
- Cost Principles (2 CFR 200 Subpart E)
- Financial Internal Controls (2 CFR 200.303)
- Protected Personally Identifiable Information (2 CFR 200.82)
- Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000d, et seq. and 24 CFR Part 1)
- Fair Housing Act (42 USC 3601 et seq.)
- Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12892 and 24 CFR Part 107)
- Age Discrimination Act of 1975, as amended (42 USC 6101 et seq.)
- American with Disabilities Act (42 USC 12101 et seq.)
- Equal Employment Opportunity, Executive Order 11246, as amended (24 CFR 570.607)
- Fair Labor Standards Act of 1938, as amended (29 USC 201, et seq.)
- Contract Work Hours and Safety Standards Act, as amended (40 USC 3701 et seq.)
- Anti-Kickback Act of 1986 (41 USC 8701-8707)
- Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u)
- Minority/Women's Business Enterprises, Executive Orders 11525, 12138 and 12432
- Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794)
- Lead-Based Paint Poisoning Act (42 USC §4822 and 24 CFR Part 35)
- Environmental Reviews (24 CFR Part 92.352)
- National Environmental Policy Act (NEPA) of 1968 (24 CFR Parts 50 and 58)
- Property Inspections (Uniform Physical Condition Standards) (24 CFR Part 5.703)(24 CFR 92.251)
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended by 42 USC 4601 and the regulations at 49 CFR Part 24, Subpart C
- Debarment & Suspension (Executive Order 12549, 51 Fed. Reg. 6370)
- Affirmative Outreach (24 CFR 576.407)
- Participation in HUD programs by Faith-Based Organizations (24 CFR 5.109)

Should any federal regulations be changed during and/or after the release of the RFP, MFA will update those regulations (citations) promptly. An addendum to those changes, if applicable, will be provided to offerors.

HOME Rehabilitation Request for Proposals FORMS 2018 Funding

As outlined in section 2.3 Proposal Format

- Proposals and forms may be obtained from MFA's website:
www.housingnm.org/community_development/home-rehabilitation-rfp
- Proposals must include the program-specific forms attached to this proposal package and all schedules and attachments pertaining thereto.
- MFA forms released with this proposal must be used when provided by MFA. No substitutions will be accepted.



SUBMISSION CHECKLIST HOME PROGRAM PROPOSAL

AGENCY: _____

By initialing on this list, Offeror is certifying enclosed are the following items as defined in this RFP. Items should be attached in the order listed.

Submit 1 original and 3 copies of the application package with all items below.

MINIMUM QUALIFICATIONS AND REQUIREMENTS

Allowable Deficiency Correction items

Initial	Item Required
	Proposal submitted as outlined in Part 1- "General Information" – "General Proposal Requirements"
	Offeror must submit application form provided in Section 15 RFP Forms – Offeror must specify the geographical region projects are located
	Offeror must submit proof of status as a non-profit, for profit, CAA, or other public entity (e.g., unit of local government)
	Statement that proposal is valid for a period of 90 days
	Offeror must be in "good standing" with MFA as of the date this RFP. In order to be in good standing Offeror must have no unresolved findings from MFA monitoring's.
	Proof that Offeror has not been "suspended," "debarred" or HUD's Limited Denial of Participation
	Offerors must describe any material, current or pending litigation, administrative proceedings or investigations that could impact the reputation or financial viability of the firm. (Agency Certification Form provided in Section 15 "RFP Forms")
	One copy of Agency's Independent Audit or Audited Financial Statements
	Proof of Insurance Coverage

Other Requests for Information

Initial	Item Required
	Estimated list of eligible projects
	Board of Director list (Form Provided in Section 15 RFP Forms) – if applicable
	HOME Rehabilitation Program Implementation Plan
	Provide Organization chart of staff
	Provide Resumes of staff that will be working with the Home Rehab Program
	List of names and addresses of homes Offeror has provided construction work including, rehabilitation, remodeling, weatherization, minor repairs or other categories.
	Executive Summary (Up to 1 page)
	Production Schedule (Up to 1 page)
	Description of Construction Services (Up to 1 page)
	Funding amount requested (listed on application)



HOME Rehabilitation

Application / General Information

Date of Application: _____ **Funding amount request for this proposal:** _____

Agency Name _____

Entity Type

- Nonprofit
- Local Unit of Government
- Tribal Government
- For Profit

Is this a faith-based organization? Yes No

Federal Tax ID Number _____ DUNS Number _____

Contact Person _____ Title _____

Telephone Number _____ Ext. _____ Fax Number _____

E-Mail Address _____

Mailing Address _____

City _____ NM _____ Zip _____

Signature of Authorized Official on behalf of Offeror

Date

Printed Name

Title



Client Name	Address	Site Built or Mobile Home	Colonia (Yes or No)	Underserved County or Tribe (List)

I HEREBY CERTIFY THAT _____ (NAME OF OFFEROR) HAS THE ABILITY TO COMPLETE THESE HOMES WITHIN THE 18 MONTH PERIOD SPECIFIED IN THIS RFP, AND THAT I HAVE THE AUTHORITY TO BIND THE OFFEROR TO THE ASSURANCES, AS WITNESSED BY MY SIGNATURE BELOW.

Signature of Authorized Official on behalf of Offeror

Date

Printed Name

Title

Offeror Name



Current Board Members

Name	
Home Address	
Employer	
Position on Board	
Area of Expertise/Qualification	
Years on Board	
Term Expiration Date	
Name	
Home Address	
Employer	
Position on Board	
Area of Expertise/Qualification	
Years on Board	
Term Expiration Date	
Name	
Home Address	
Employer	
Position on Board	
Area of Expertise/Qualification	
Years on Board	
Term Expiration Date	
Name	
Home Address	
Employer	
Position on Board	
Area of Expertise/Qualification	
Years on Board	
Term Expiration Date	
Name	
Home Address	
Employer	
Position on Board	
Area of Expertise/Qualification	
Years on Board	
Term Expiration Date	



Organizational and Financial Management Capacity

Program/Staff Name	Title	Yrs. of Experience	Capacity/Role/Services Offered

Field Experience and Capacity

Names and years of experience for Individuals that will be managing the program	Years of Experience



AGENCY CERTIFICATION

Offeror Name

Offeror must describe any material, current or pending litigation, administrative proceedings or investigations that could impact the reputation or financial viability of the firm.

No _____ (There is no material, current or pending litigation, administrative proceedings or investigation that could impact the reputation or financial viability of the firm.

Yes _____ (explain)

Signature of Authorized Official on behalf of Offeror

Date

Printed Name

Title



OFFEROR CERTIFICATION

("Offeror") is submitting a proposal to the Mortgage Finance Authority ("MFA") to be a Service Provider under the HOME Rehabilitation Program.

Offeror certifies that:

It will abide by all applicable federal and state of New Mexico laws and all applicable statutory, regulatory, and judicially created rules and guidelines.

It understands that MFA will monitor its performance and compliance.

It is in good standing with all its funding sources.

It complies with Equal Employment Law and complies fully with all government regulations regarding nondiscriminatory employment practices.

It understands and represents that any contract it enters into with MFA will be binding in all respects.

It has a current registration with the New Mexico Attorney General's Registry of Charitable Organizations, if applicable.

This proposal shall be valid until contract award or 90 calendar days from the proposal due date, whichever is longer.

I HEREBY CERTIFY THAT ALL INFORMATION PROVIDED IN THE PROPOSAL IS TRUE AND CORRECT, AND THAT I HAVE THE AUTHORITY TO BIND THE OFFEROR TO THE ASSURANCES, AS WITNESSED BY MY SIGNATURE BELOW.

Signature of Authorized Official on behalf of Offeror

Date

Printed Name

Title



CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.



The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: _____



DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE OFFEROR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

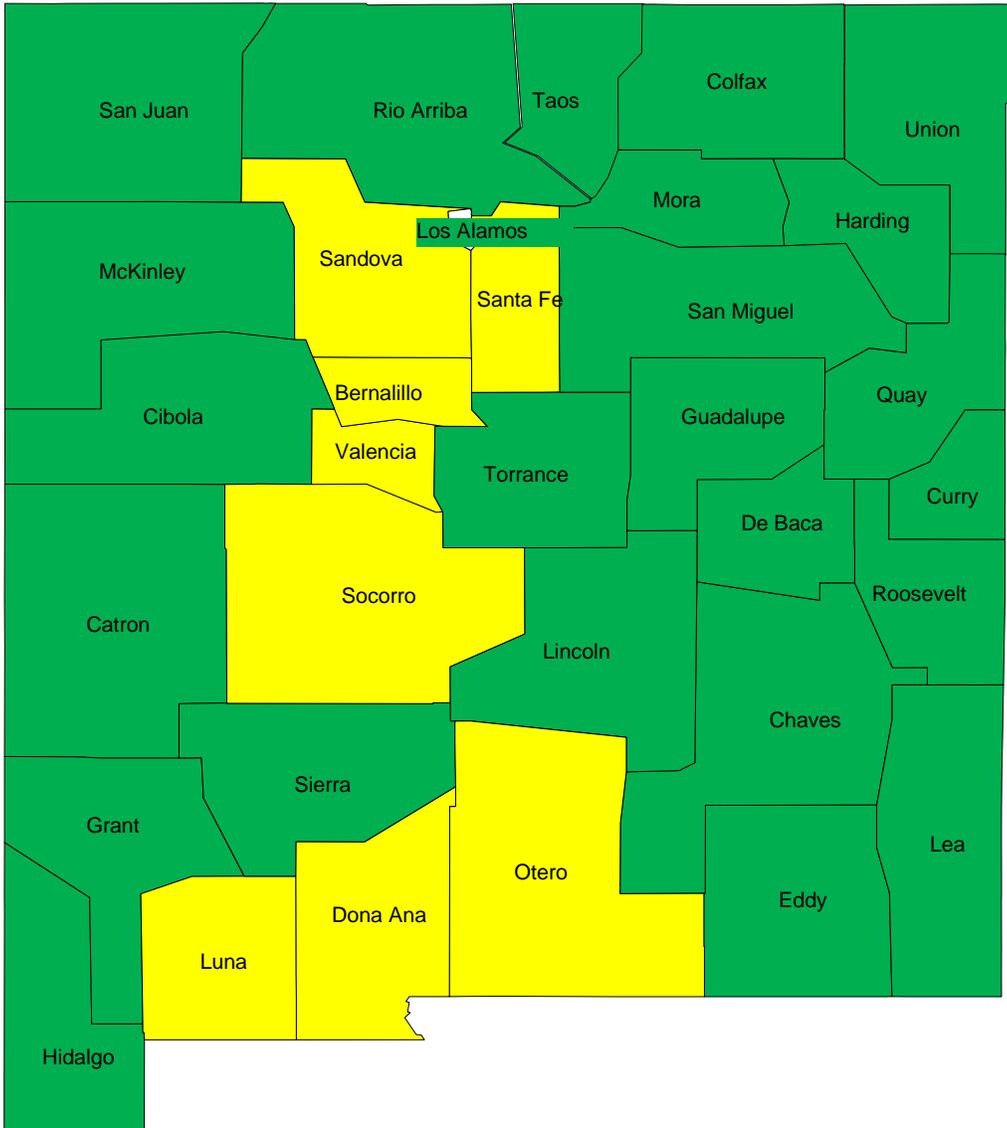
Date

Title (position)

HOME Rehabilitation Underserved Territory Map

- Tribal Underserved**
- Cibola**
Acoma
Laguna
Zuni
- Sandoval**
Jemez
- Santa Fe**
Santa Clara
Nambe
Pojoaque
- Valencia**
Isleta
- Rio Arriba**
Jicarilla Apache
- Taos**
Taos
- Otero**
Mescalero
- Navajo Nation**

- Completed Tribal within last 24 months**
- Sandoval**
Cochiti
Sandia
San Felipe
Santa Ana
Santo Domingo
Zia
- Santa Fe**
San Ildefonso
Tesuque
- Rio Arriba**
Ohkay Owingeh
- Taos**
Picuris



Underserved areas

Completed Rehab projects within the last 24 months