

NEW MEXICO MORTGAGE FINANCE AUTHORITY

Request for Proposal

Proposal Management and Writing Services for Response to HUD Solicitation Assistance Payments (HAP) Contract Regional Support Services (HAPRSS)

2018/2019 Program Year



Expanding the view of affordable housing.

December 12, 2017

New Mexico Mortgage Finance Authority (MFA)
Request for Proposals
To Provide Proposal Management and Writing Services
For Response to HUD Solicitation for Housing Assistance Payments (HAP)
Contract Regional Support Services (HAPRSS)

Part I: Background & General Information

Introduction

The 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 1978 *et seq.* (1978) for the purpose of financing affordable housing for low- and moderate-income New Mexico residents.

Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals, in accordance with the New Mexico Mortgage Finance Authority Procurement Policy, from qualified firms which by reason of their skill, knowledge, and experience are able to furnish MFA with services required for the preparation, completion, and submission of a proposal in response to HUD’s solicitation for Housing Assistance Payment (HAP) Contract Regional Support Services (HAPRSS).

Questions and Answers

Questions pertaining to this RFP and application must be submitted via the MFA website at <http://www.housingnm.org/rfp>. Then under “Current RFP’s,” select “RFP to Provide Proposal Management and Writing Services.” On the Proposal Management and Writing Services page, select the “Proposal Management and Writing Services FAQs” link. Questions will be checked on a daily basis. The FAQ will open the day after the RFP issues and will close on January 10, 2018. To submit your questions, scroll down to the “Ask a question” section, enter your name, email address, and type your question in the “Question” box, type in the two (2) words in the CAPTCHA box and click on “Send my question”. MFA will make every attempt to answer questions within two (2) business days.

Proposal Submission

The original and three (3) copies of a proposal must be received by MFA at our office located at 344 Fourth Street S.W., Albuquerque, NM 87102, no later than January 12, 2018 at 4:00 p.m., Mountain Standard Time. Proposals shall be in sealed envelopes marked [e.g., “Response to **HUD Solicitation for Housing Assistance Payments (HAP) Contract Regional Support Services (HAPRSS) RFP.**”]

Proposal Tenure

All proposals shall include a statement that the proposal shall be valid until contract award, but no more than 60 calendar days from the proposal due date.

RFP Revisions and Supplements

If it becomes necessary to revise any part of this RFP or if additional information is necessary to clarify any provision of this RFP, the revision or additional information will be provided on the MFA web site.

Incurred Expenses

MFA shall 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 Offerors.

Cancellation of Requests for Proposals or Rejection of Proposals

The MFA may cancel this RFP at any time for any reason and may reject all proposals (or any proposal) which are/is not responsive.

Evaluation of Proposals, Award Notice and Negotiation

Proposals will be evaluated by an Internal Review Committee of MFA staff using the criteria listed in Parts II Services to be Performed and III Minimum Qualifications and Requirements, below, with final selection to be made by the full Board of Directors.

MFA may provide Offerors whose proposals are reasonably likely, in MFA's discretion, to be selected, an opportunity to discuss and revise their proposals prior to award, for the purpose of obtaining final and best offers. Proposals shall be evaluated on the criteria listed in Part V Evaluation Criteria, below.

The MFA Board of Directors shall select the Offeror(s) whose proposal(s) is/are deemed to be most advantageous to MFA to enter into contract negotiations with MFA. If a final contract cannot be negotiated, then MFA will enter into negotiations with the other Offeror(s).

Award Notice

MFA shall provide written notice of the award to all Offerors within ten (10) days of the date of the award. The award shall be contingent upon successful negotiations of a final contract between MFA and the Offeror(s) whose proposal(s) is/are accepted by MFA. MFA staff plans on taking award recommendations to the MFA Board of Directors at the January 2018 meeting currently scheduled for January 24, 2018.

Proposal Confidentiality

Offerors or their representatives shall not communicate with MFA's Board of Directors or staff members regarding any proposal under consideration or that will be submitted for consideration, except in response to an inquiry initiated by the Internal Review Committee, or a request from the Board of Directors for a presentation and interview. A proposal will be deemed ineligible if the Offeror or any person or entity acting on behalf of Offeror attempts to influence members of the Board of Directors or staff during any portion of the RFP review process, including any period immediately following release of the RFP.

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.

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 under “Part I Background and General Information, Proposal Submission” cannot be waived under any circumstances.

Responsibility of Offerors

If an Offeror who otherwise would have been awarded a contract is found not to be a Responsible Offeror, a determination that the Offeror is not a Responsible Offeror, 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 his financial resources, facilities, personnel, 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.

Protest

Any Offeror who is aggrieved in connection with this RFP or the award of a Performance Agreement pursuant to this RFP may protest to the MFA. The protest must be written and addressed to:

Jacobo Martinez, Director of Asset Management
New Mexico Mortgage Finance Authority
344 4th Street SW
Albuquerque, NM 87102
Phone: 505-843-6880

The protest must be delivered to MFA within five (5) calendar days after the notice of award. Upon the timely filing of a protest, the Contact Person 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 five (5) calendar days of notice of protest. The protest process shall be:

- ◆ Reviewed by the Contracted Services Committee of MFA’s Board of Directors and that committee shall make a recommendation to the full Board of Directors regarding the disposition of the protest.

The Board of Directors shall make a final determination regarding the disposition of the protest. Offerors or their representatives shall not communicate with MFA 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 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.

Part II: Services to Be Performed

MFA is seeking to retain a firm to provide Proposal Management and Writing Services for a proposal that will be submitted in response to the HUD HAPRSS Request for Proposals (RFP), (HAPRSS RFP). HUD has issued a draft HAPRSS RFP (Attachment A) that we anticipate will not differ substantially from the final version. HUD has announced that the final HAPRSS RFP will be issued in late-January 2018 to early February 2018, and will provide a 30-day response time. MFA's proposal would potentially incorporate data from 4-5 separate entities. MFA will require the firm awarded a contract under this RFP to commence services with the preparation of a final proposal. MFA expects to provide a draft proposal to successful Offeror based on the draft HAPRSS RFP, which will serve as the foundation and the firm will use to complete the final proposal to be submitted to HUD in response to the final HAPRSS RFP.

The following are typical tasks that the selected consultant may be required to provide and should be addressed in the proposal.

1. Provide assistance to prepare a proposal to HUD's HAPRSS RFP.
 - a. Analyze HAPRSS RFP issued by HUD and provide a structure to complete a final proposal
 - b. Develop a proposal compliance matrix.
 - c. Work with the proposal team (4-5 entities) to focus scope of HAPRSS proposal.
 - d. Gather data from various team members, synthesize and write sections of proposal.
 - e. Provide writing assignments and instructions to the team.
 - f. Organize review and quality control of writing assignments.
 - g. Design and implement graphics.
 - h. Design and implement proposal layout.
 - i. Manage production of the proposal.
 - j. Prepare the proposal for delivery to HUD.

Part III: Minimum Qualifications and Requirements

- A. Only those Offerors who meet the following minimum criteria are eligible to submit a proposal pursuant to this RFP:

All Offerors must:

1. Have a minimum of five years of experience in all aspects of proposal preparation for proposals to be submitted in response to federal procurements.
2. Be knowledgeable regarding the Federal Acquisition Regulations.
3. Have knowledge of 48 CFR Ch.24, HUD Acquisition Regulations.
4. Carry Errors and Omissions Insurance coverage (Professional Liability Insurance) with limits of not less than \$1,000,000.00 per claim, and \$2 million in the aggregate, from an insurance company or companies with a Best Rating of A or better.
5. Operate their enterprise pursuant to and in accordance with policies of non-discrimination in employment.

- B. Information to be provided by the Offeror(s) in the proposal:

Provide an outline of your experience providing federal procurement services, to include at a minimum the

following:

1. Number of year's firm has been in existence.
2. Provide names and resumes of key staff.
3. Provide summary of experience with federal procurements. Include HUD procurements, if any. Be sure to include experience and/or knowledge of HUD Project Based Contract Administration (PBCA) procurements.
4. Information on successful procurement efforts including benefitting party, source, year of award, and dollar amount of procurement award.
5. Provide a list of clients served in last 3 years.
6. Provide a minimum of three (3) references for which federal procurement services have been performed.
7. Provide plan on how 30-day procurement timeline will be satisfied.
8. Describe proposal development process and
9. Describe range of services available and proposed for successful submission of proposal Housing Assistance Payments (HAP) Contract Regional Support Services.

Part IV. Compensation

Fee basis should be an all-inclusive, hourly fee. Entity must provide an hourly fee breakdown for each staff position it would propose to use and/or make available to MFA for use as needed.

The cost shall be based on the hours of work provided and "out-of-pocket expenses." Billing on the project should occur on a frequency to be negotiated with successful respondent and will be based on hours spent on the project and associated costs.

Part V: Evaluation Criteria

MFA shall award the contract for Proposal Management and Writing Services to the Offeror whose proposal is most advantageous to MFA. Proposals shall be evaluated primarily on experience and fees. Proposals shall be scored on a scale of 1 to 100 based on the criteria listed below. Please note that a serious deficiency in any one criterion may be grounds for rejection regardless of overall score.

Criteria	Point Range	Maximum Points
1. Experience and Capability:	0-50	50
Offeror's skill, knowledge and experience with preparation of proposals in response to federal procurements, including:		
a. Analysis of a federal agency solicitation	0-10	
b. Development of compliance matrix for preparation of proposal in response to a federal agency procurement	0-5	
c. Working with clients organized under a teaming agreement or similar collaborative arrangement, to gather and synthesize data from multiple sources, and organize the data coherently in a proposal	0-10	
d. Managing production of a proposal for submission in response to a federal agency procurement	0-5	
e. Writing a proposal in response to a federal agency procurement	0-5	
f. Designing and implementing graphics for a proposal	0-5	

g. Assigning portions of the proposal writing to client members, as necessary, and organizing review and quality control of written assignments for inclusion in proposal	0-5	
h. Finalizing and preparing a proposal for submission to the procuring federal agency	0-5	
2. Specialized Knowledge: Offeror(s) knowledge of and experience with HUD's previous PBCA procurements and/or Offeror(s) knowledge of HUD programs, including HAPRSS.	0-35	35
3. Fees: a. Hourly basis-- hourly rates OR Fixed fee based on action; AND b. Other fees and costs.	0-10 0-5	15
Maximum Points		100

Part V: Proposal Format and Instructions to Offeror

Proposals submitted to MFA must, at a minimum, contain the following information and shall be organized as follows:

1. Letter of Transmittal

Include at least the following information:

- A. Name, address and telephone number of Offeror and name of contact person.
 - B. A signature of the Offeror or any partner, officer or employee who certifies that he or she has the authority to bind the Offeror.
 - C. Date of proposal.
 - D. A statement that the Offeror, if awarded the contract, will comply with the contract terms and conditions set forth in this RFP.
 - E. A statement that the Offeror's proposal is valid for ninety (60) days after the deadline for submission of proposals.
2. A statement disclosing: (1) any political contribution or gift valued in excess of \$250.00 (singularly or in the aggregate) made by Offeror to any elected official of the State of New Mexico in the last three years, (2) any current or proposed business transaction between Offeror and any MFA member, officer, or employee, and (3) any other conflict or potential conflict which may give rise to a claim of conflict of interest.
3. A detailed description of Offeror's technical capabilities to provide responsive and professional services to MFA if the contract were awarded to Offeror (e.g., ability to prepare and respond to documents in a timely manner, expertise of administrative support staff, etc.).

4. Offeror's proposal for delivering services, including organization of responsibilities, work plan, approach, and the availability of personnel for consultation and discussion, as necessary to serve the needs of MFA.
5. A description of New Mexico [businesses, clients, etc.] [represented by or for which Offeror has worked, performed services, etc.] currently or in the last ten years.
6. The location of Offeror's main office and the locations of any of Offeror's branch offices.
7. Services performed under this RFP for Proposal Management and Writing Services will be provided on a [fixed fee, hourly, etc.] basis (based on service provided). A specific fee schedule for each component portion of the services, as identified in Offeror(s) response, must be included in this proposal. Please include a statement as to whether the Offeror's proposed rates are the best offered by the firm to any client.
9. MFA requires that Offeror be an Equal Opportunity Employer. Please state that Offeror complies fully with all government regulations regarding nondiscriminatory employment practices.
10. Offeror shall provide MFA with written certification that Offeror is eligible to participate in any and all federal or state funded housing programs; is not currently facing disciplinary action by any federal, state or local entity; is not suspended, debarred or excluded from participation in any federal or state funded housing program; and is not listed as an excluded party (ies) on the System for Award Management's list of excluded parties accessed at www.sam.gov.
11. Names and contact information for three (3) references for which Offeror has provided federal procurement services, including dates and description of services performed.
12. Please provide any other relevant information which will assist MFA in evaluating Offeror's ability to provide the services as described herein to MFA.

Part VI: Principal Contract Terms and Conditions

In addition to the terms respecting the services to be performed and compensation described above, the contract between MFA and the successful Offeror (herein "Contractor") shall include, but may not be limited to, terms substantially similar to the following:

Contract Term

The term of the _____ Contract shall begin the date the MFA Board of Directors approves the award and end _____. At the option of the Board, the contract may be extended for _____ periods under the same terms and conditions. There will be a transition period for matters in process at the beginning and the end of the contract term.

Hold Harmless and Indemnity Agreement

Contractor shall hold harmless and indemnify MFA, its members, officers, employees, and agents from and against any and all claims, liabilities, obligations, losses and the like, asserted by any third parties arising from or attributable to

Contractor's performance of the services required under the contract. This indemnity and hold harmless agreement shall include reimbursement of all attorney fees, costs and expenses incurred by MFA, members, employees, or agents in defending any such action.

Assignment/Change in Key Contractor Personnel [include if relevant]

Contractor shall not assign or transfer any interest in the contract or assign any claims for money due or to become due under the contract (except as security for a bank loan in its ordinary course of its business) without the prior written approval of MFA. Any change to key Contractor personnel, including lead and other attorneys assigned to the contract, shall require prior written notice to and approval by MFA, and amendment to the contract to reflect the change in assigned Contractor personnel.

Subcontractors

Contractor shall not employ a subcontractor (or substantially change the contemplated division of responsibilities with a previously approved subcontractor) without the prior written approval of MFA. Any and all fees or costs incurred by a subcontractor shall be paid by Contractor and shall not be reimbursed by MFA. Contractor shall assume full and complete responsibility and liability for subcontractor's performance of any services which Contractor has delegated to a subcontractor.

Records and Audit

Contractor shall maintain detailed time records which indicate the detail of services rendered, which shall be subject to inspection by MFA. MFA shall have the right to audit bills submitted to MFA under the Single Family Mortgage Servicing Contract both before and after payment. Payment under the contract shall not foreclose the right of MFA to recover excessive and/or illegal payments.

Budget and Billing [include if relevant]

Prior to commencing any matter requiring substantial work, Contractor shall prepare and deliver to MFA a detailed budget of all fees and costs that Contractor anticipates will be necessary to perform the services required for that transaction. A detailed statement of services and an invoice for services provided must be presented before any payment under the contract shall be made. MFA will pay Contractor fees or costs which exceed those indicated in the budget only if such costs are reasonable and result from circumstances which Contractor could not have anticipated at the time Contractor prepared the budget.

Professional Liability Insurance [include if relevant]

Each Contractor shall maintain professional liability insurance covering all liabilities and risks inherent in Contractor's performance of the services required under the contract. Each Contractor's insurance policy must provide per claim and aggregate limits of at least two million dollars (\$2,000,000.00), must provide for a per claim/aggregate deductible in an amount reasonable for a firm of Contractor's size and financial condition, and must be in a form acceptable to MFA. Each Contractor must provide MFA with an acceptable certificate of insurance in force at the time of the inception of the contract and at each anniversary date, extension or renewal of the contract, which provides for not less than thirty (30) days' notice to MFA of non-renewal or cancellation. Contractor shall immediately notify MFA in the event of any cancellations, modifications or changes in the amounts of coverage provided under such professional liability coverage. Failure to have, maintain and continue professional liability coverage in the amount and form specified shall be cause for

immediate termination of the contract and shall not require the notice provided for in Part VI Principal Contract Terms and Conditions, Termination of this RFP.

Confidentiality

The relationship between Contractor and MFA shall be that of attorney-client. Any information developed or acquired by or furnished by Contractor in the performance of the contract shall be kept confidential and shall not be made available to any individual or organization not involved in a given transaction without the prior written approval of MFA.

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, Section 57-3A1 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 ten (10) calendar days of the notice, the proposal will be so disclosed.

Code of Conduct

No Board member or employee of MFA shall have any direct financial interest in any contract with the Offeror, nor shall any contract exist between Offeror or its affiliate with 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 MFA 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 the MFA Board of Directors in the last three (3) 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 any contract entered into with MFA pursuant to this RFP. Offeror shall at all times conduct itself in a manner consistent with the MFA Code of Conduct and MFA's Anti-Harassment Policy. A copy of the MFA Code of Conduct and MFA's Anti-Harassment Policy is posted on the MFA web site for review at <http://www.housingnm.org/rfp>. Upon request by MFA, Offeror shall disclose information MFA may reasonably request relating to conflict or potential conflicts of interest.

Equal Opportunity Compliance

Contractor agrees to abide by all federal and state laws, rules and regulations and executive orders pertaining to equal employment opportunity. Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, be excluded from employment with or

participation in, be denied the benefits of, or be otherwise subject to discrimination under, any program or activity performed under the contracts.

Termination

This agreement may be terminated without cause by MFA upon thirty (30) days written notice. Such termination shall not nullify any obligations already incurred for performance or failure to perform before the date of termination. Upon termination, the MFA Board may negotiate and award the remaining term(s) of the contract using the proposals submitted in this RFP.

Status of Contractor

The Contractor and its agents and employees are independent contractors performing services for MFA and are not employees of MFA. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding or other benefits afforded to employees of MFA as a result of this RFP.

Amendment

The agreement shall not be altered, changed or amended except by an instrument in writing and executed by both parties. No amendment shall be effective or binding until approved by MFA.

Scope of Agreement

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

Applicable Law

The agreement shall be governed by the laws of the State of New Mexico.

New Mexico Mortgage Finance Authority

Board Members

- Chair, Dennis Burt – Burt & Company CPAs
- Vice Chair Angel Reyes – President, Centinel Bank in Taos
- Treasurer Steven Smith – President, R.O.G. Enterprises
- Member John A. Sanchez – Lieutenant Governor, State of New Mexico

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- Member Hector Balderas – Attorney General

Member Tim Eichenberg – Treasurer, State of New Mexico
 Member Randy McMillan - President, NAI First Valley Realty, Inc.

Management

Jay Czar, Executive Director
 Gina Hickman, Deputy Director of Finance & Administration
 Izzy Hernandez, Deputy Director of Programs

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Alicea Coyne	Heather Abramowski	Rene Acuna
Amanda Aragon	Izzy Hernandez	Rita Riddle
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Barbara Tashkandy	Joseph Navarette	Samantha Vigil
Beverly Parraz	Judy Amador	Sandra Marez
Blanca Vasquez	Kathleen Keeler	Sarah Marinelli
Carmela Arellano	Kathy Griego	Shannon Tilseth
Carol Salazar	Laura Chavez	Sharlynn Rosales
Christina Gerwin	Laura Thompson	Shawn Colbert
Christine Wheelock	Laura Riehl	Shawn Rasmussen
Cynthia Marquez	Leann Kemp	Stacy Havens
Dana Gohr	Lisa Crain	Susan Biernacki
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Dominic Baca	Melissa Cabrera	Teri Baca
Doris Clark	Michelle Marquez	Theresa Garcia
Eunice Duran	Monica Abeita	Troy Cucchiara
Francina Martinez	Natalie Michelback	Yvonne Reed
Frankie Salcido	Pat Rogers	Yvonne Segovia
Gina Bell	Patrick Ortiz	
Gina Hickman	Patty Balderrama	