

NEW MEXICO MORTGAGE FINANCE AUTHORITY
REQUEST FOR PROPOSAL
COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG)

2018/2019 Program Year



Expanding the view of affordable housing.

May 16, 2018



Welcome and thank you for your interest in responding to MFA's Community Development Block Grant (CDBG) 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: [www.housingnm.org/community_development/\(CDBG\)](http://www.housingnm.org/community_development/(CDBG))
- ◆ 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, 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 offeror's 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 with the below limits:

\$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)

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 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 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

The Community Development Block Grant (CDBG) program is a federally funded program through the U.S. Department of Housing and Urban Development (HUD). The primary purpose of the Community Development Block Grant (CDBG) program is the development of viable urban communities by providing decent housing, a suitable living environment and expanded economic opportunities, principally for persons of very low and low-income. In New Mexico, the state CDBG funds are administered by the Local Government Division (LGD) of the Department of Finance and Administration (DFA).

This is the first year that MFA received \$500,000 in CDBG funding for low to moderate income single family housing in the Colonias. The Department of Housing and Urban Development, through the CDBG Program, allocates these funds annually to eligible cities and counties with the objective of improving communities. The funds are then distributed to participating cities, water purveyors, non-profits and housing partners through a competitive application process.

LGD has awarded CDBG funding to MFA for four activities all of which must be performed in Colonias;

1. **Accessibility improvements to a minimum of 13 homes.** Accessibility may include installation of ramps, installation of grab bars, widening doorways, and lowering cabinets.
2. **Moderate rehabilitation to a minimum of 10 homes.** Rehabilitation must bring each home up to code, and may include exterior renovations such as new siding, stucco, windows, doors, or roofing. Rehabilitation also provides interior renovations that may include new floors, walls, bathroom and kitchen plumbing with fixtures, appliances and electrical upgrades, pursuant to MFA's written rehabilitation standards.
3. **Roof replacement to a minimum of 20 homes.**
4. **Energy efficiency measures will be made to a minimum of 34 homes.** Energy Efficiency upgrades include replacement of furnaces, water heaters, insulation, air sealing, refrigerators and installation of health and safety measures such as ventilation fans and carbon monoxide detectors.

This totals a minimum of 77 homes, serving a minimum of 152 people in the Colonias areas which is defined as municipalities and counties located within 150 miles of the U.S. - Mexico border. Colonias are designated by HUD upon an application from the municipality or county in which they are located. The designation must be on the basis of objective criteria, including:

- (a) lack of potable water supply; or
- (b) lack of adequate sewage systems; or
- (c) lack of decent, safe and sanitary housing; and
- (d) must have been in existence as a Colonia prior to November, 1990.



HUD Designated Colonias

County	Designated Colonias	Unincorporated Areas
Catron	Village of Reserve	Alma, Apache Creek, Apache Park-Subdivision, Aragon, Beaverhead, Cruzville, Datil, El Caso Ranch-Subdivision, Escudilla Bonita-Subdivision, Five Ranch Bar, Frisco-Lower, Frisco-Middle, Glenwood, Horse Peek Ranch, Horse Springs, Ignacio Creek, Lost Cabin, Luna, Mogollon, Old Thomas Place, Pie Town, Pleasanton, Pueblo Largo, Quemado, Quemado Lake Estates, Rancho Grande, Rimrock Hills, TeePee Ranch, The Homestead, The Last Frontier, The Rivers, Top of the World, Willow Creek
Chavez	Town of Lake Arthur	None
Doña Ana	City of Sunland Park	Anthony, Berino, Brazito, Cattleground, Chamberino, Chaparral, Del Cerro, Doña Ana, El Milagro, Fairacres, Ft. Selden, Garfield, Hill, Joy Drive Subd., La Mesa, La Mesa, La Union, Las Palmeras, Mesquite, Montana Vista, Moongate, Mountain View, Old Picacho, Organ, Placitas, Radium Springs, Rincon, Rodey, Salem, San Isidro, San Miguel, San Pablo, San Pablo, Tortugas, Tortugas, Vado, Winterheaven
Eddy	Village of Hope	Happy Valley, Malaga, Ottis/Livingston/Wheeler, Riverside
Grant	City of Bayard; Village of Santa Clara	Arenas Valley, Bear Mountain, Buckhorn, Carlisle, Cliff, Cottage San, Dwyer, Faywood, Fierro, Gila, Gila Hot Springs, Hachita, Hanover, Lake Roberts, Mangas, Mimbres, Mockingbird Hill, Mule Creek, Pinos Altos, Redrock, Riverside, Rosedale, San Juan, San Lorenzo, Santa Rita, Separ, Sherman, Turnerville, Vanadium, White Signal, Whitewater
Hidalgo	City of Lordsburg; Village of Virden	Cotton, Del Sol, Glen Acres, Rodeo, Windmill
Lincoln	Ruidoso Downs	None
Luna	Village of Columbus	Catfish Farms, Franklin, Keeler Farm Road, Sunshine
Otero	Village of Tularosa	Bent, Boles Acres, Chaparral, Cloudcroft, Dog Canyon, Dungan, High Rolls, La Luz, Mayhill, Orogrande, Pinon, Sacramento, Timberon, Twin Forks, Weed
Sierra	Butte City	None
Socorro	San Antonio	None



5 PURPOSE OF RFP

The purpose of this Request for Proposal (RFP) is to select the best qualified service providers for MFA's CDBG funded Accessibility and Roofs Program. This RFP is issued pursuant to MFA's Procurement Policy to solicit proposal from qualified Offerors capable of providing program service for the program required.

These funds are available to eligible non-profit organizations and local participating cities to assist MFA in its mission to provide services to low income residents. MFA is a pass through for CDBG funding and will report all activity for the funding to the Department of Finance and Administration. Awards will be made through a competitive process to eligible Offerors. MFA at its discretion may select up to 4 Offerors to perform these activities.

This RFP is two-fold. MFA is looking to select the best qualified service providers to provide services for:

1) **Accessibility Improvements:** Accessibility improvements may include installation of ramps, installation of grab bars, widening doorways, lower cabinets, and other environmental modifications. Estimated funding is \$162,750 to provide upgrades to a minimum of 13 homes.

2) **Roof Replacements:** Estimated funding for roof replacements is \$252,750 to provide repair and replace roofing to a minimum of 20 homes.

Qualifications for each home differ by activity, but all homes receiving services must be owner-occupied. For roofs the homes must be occupied by an income-eligible homeowner and must be the owner's principal residence. For Accessibility Improvements, the homes must be occupied by an income-eligible homeowner and have at least one individual in the home who is over the age of 60 or one individual who is receiving Social Security for Disability.

6 RFP TRAINING

All interested offerors must attend a mandatory RFP training in order to apply for under this RFP. The training is scheduled for May 23, 2018 from 9am to 11am in MFA's Abbott Hall located at 344 4th Street SW, Albuquerque, NM 87102 and/or via webinar. The date is posted on the MFA website and is also located in Section 10, Timeline of this proposal. Pre-registration is required. To register, visit <http://housingnm.org/>. 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 CDBG RFP. On the Services tab of the CDBG RFP select the "Services FAQs" link. Questions will be answered on a daily 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 your questions, scroll down to the "Ask a question" section, enter your name, email address, and type your question in the "Question" box, type 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.

8 PERFORMANCE AGREEMENT TERM

Successful Offerors will enter into a contract with MFA for services to be performed. The term of the contract is scheduled to begin on August 1, 2018 and end on June 30, 2019.

9 TIMELINE

Activity	Date
MFA Published RFP	5/16/2018
RFP FAQ's on Website	5/16/2018
RFP Training	5/23/2018
Deadline for Receipt of Proposals	6/13/2018
Deficiency Correction Period Begins	6/14/2018
Deficiency Correction Period Ends	6/21/2018
Preliminary Award Notice sent to Service Providers	7/03/2018
Protest period Begins	7/03/2018
Protest Period Ends	7/10/2018
Present Award Recommendations to Full Board	7/18/2018
Final Notification of Awards Upon Board Approval	7/18/2018
Contracts are sent to Service Providers	7/23/2018

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. Waivers to “Minimum Threshold Criteria” may be approved by MFA’s Policy Committee. 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 the MFA website at: [www.housingnm.org/community_development/\(CDBG\)](http://www.housingnm.org/community_development/(CDBG))

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

- ◆ Offeror must submit application form specifying if they are applying for “Roof Replacements” or “Accessibility Upgrades” or both. (Form provided in Section 15 “RFP Forms”)
- ◆ Offeror must submit proof of status as a non-profit or other public entity (e.g., unit of local government)
- ◆ Offeror must submit proof of current registration as a charitable organization with the New Mexico Attorney General’s Office, covering the fiscal year ending in 2016 or 2017 or proof of exemption therefrom. Information can be submitted online and verification obtained via <https://secure.nmag.gov/coros/>. Verification should be in the form of the first page of the “NM Charitable Organization Registration Statement.”
- ◆ Offeror and any subs must be registered in System for Award Management e-procurement system (SAM.gov)
- ◆ 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 prior MFA monitoring. (If applicable)



- ◆ 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://www.epls.gov/> and https://www5.hud.gov/ecpcis/main/ECPCIS_List.jsp as proof of compliance within 30 days of the application date.
- ◆ Offerors 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 to the Assurances (Form provided in Section 15 RFP forms)
- ◆ Independent Audits. Service Providers 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. Agencies 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.
- ◆ If Offeror received \$750,000 in the fiscal year ending in 2017, a Single Audit is required pursuant to 2 CFR 200.250 Subpart F. The following types of audit or audited financial findings may disqualify Offeror from funding:
 - ✓ Repeat and unresolved audit findings, as determined by MFA.
 - ✓ If Offeror has received greater than \$750,000 in the fiscal year ending in 2016 or 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.
- ◆ For agencies that did not receive funding from MFA in PY 2016-2017, the agency must provide either an audit to the above standards or an independent CPA’s review of financial statements.
- ◆ Proof of Insurance Coverage in the limits outlined below:

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
\$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
- Bond or Employee Dishonesty Insurance
- Workers’ Compensation Insurance

11. GEOGRAPHIC AREA TO WHICH THIS RFP APPLIES

The geographic area to which this RFP applies is the Colonias of New Mexico. 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. Proposal will be evaluated only if Offeror meets proposal requirements and minimum threshold requirements. Offeror’s documentation should address the following criteria in addition to complying with minimum threshold requirements and demonstration of organization capacity, financial stability. Offeror must also provide a CDBG Program Implementation Plan. Proposals will be scored on a scale from 1 to 100 based on the criteria listed below. Offerors must score a minimum of 70 points to be considered as a service provider. A serious deficiency in any one criterion may be grounds for rejection, regardless of overall score.

Criteria	Maximum Score
Organization Capacity	30
Finance	20
Construction Experience	25
CDBG Program Implementation Plan	25
Total Maximum Points	100
Organization Capacity – 30 Possible Points	
Experience of management personnel – outline the experience of Offeror’s management staff with federal grant-funded program. Provide an organization chart and the administrative and financial management capacity form provided in Section 15 RFP Forms. Provide resumes for each of the key positions listed below.	
Provide list of Board of Directors (Form provided in Section 15 RFP Forms) (1 point)	
Executive Director/Owner experience	
Less than 2 years (1 point)	
2 to 5 or more years (3 points)	
5 or more years (5 points)	
Fiscal Manager experience	
Less than 2years (1 point)	
2 to 5 or more years (3 points)	
5 or more years (5 points)	
Program/Construction Manager experience	

Less than 2 years (1 point)
 2 to 5 or more years (3points)
 5 or more years (5 points)

Administrative staff responsible for reporting, invoicing, intake and outreach
 Less than 2 years with Offeror Agency (1 point)
 2 to or more years with Offeror Agency (5 points)

Field Operations experience
 List staff, with years of experience in terms of:

Project or program management in general construction:

Less than 2 years (1 point)
 2 or more years (5 points)

Existing Certifications:

1 point for a total of 4 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
- ◆ Certified Home Energy Professional Quality Control Inspector. (HEPQCI).

Finance – 20 Possible Points

External Audit – a maximum of 20 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 2016.

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 (4 points)
 Previous Years Findings cleared (3 points)
 Unresolved Findings (0 points)

Financial Management (up to 16 points)

- ◆ Provide a proposed budget for the Offeror’s CDBG program support costs (4 points)
- ◆ Provide agency’s cost allocation plan (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 (4 points)

Construction Experience – 25 Possible Points

Provide proof of GB02 or other construction license being held in the name of the agency (5 points)

Provide a plan showing how Offeror will expand its workforce in the event work for accessibility upgrades and/or roof replacements exceed the agency’s current capacity. (5 points)

Provide organization chart and resumes of staff that would be directly doing the work on the homes. In addition, complete the Field Experience and Capacity form provide provided in Section 16 RFP Forms.

- 25 years of combined yrs. of experience (5 points)
- 15 to 24 years of combined yrs. of experience (4 points)
- Less than 15 years of combined yrs/ of experience (3 points)

Provide a list of names and addresses of homes that Offeror has provided REHAB, Weatherization, Accessibility Upgrades, New Construction or Roofing Repair/Replacement Services.

Agency can be awarded a maximum of (5 points) for Accessibility Upgrades RFP scoring

Agency can be awarded a maximum of (5 points) for Roof/Repair/Replacements RFP scoring

CDBG Program Implementation Plan – 25 Possible Points

Executive Summary (Up to 2 pages – up to 5 points)

- ◆ Provide an executive summary of your agency detailing what comprises the agency and the agency’s mission statement. (2 points)
- ◆ Provide an explanation of how CDBG accessibility upgrades and/or roof replacements fits into your agency mission (3 points)

Company Vision (1 page – up to 5 points)

- ◆ Provide your company vision outlining the company’s planned growth including CDBG related work (2 points)
- ◆ Provide a description of agency’s experience in the Colonia’s area. (3 points)

Description of construction services (Up to 2 pages – up to 5 points)

Provide a production assessment that includes:

- 1) Outreach plan (2 points)
- 2) Proposed production schedule (2 points)
- 3) Quality assurance plan that thoroughly describes Offeror will ensure the highest level of service. (6 points)

13. PROGRAM STANDARDS

Qualifications for each home differ by activity, but all homes receiving services must be owner-occupied. For Accessibility Improvements, the homes must be occupied by an income-eligible homeowner, or show proof of receiving Social Security Disability, or is eligible for LIHEAP. For roofs, the homes must be occupied by an income-eligible homeowner and must be the owner’s principal residence.

Low Income households are those households whose owners have income at or below 30% of the Area Medium Income as published each year by the U.S. Department of Housing and Urban Development adjusted for family size. This is a grant program therefore there is no repayment requirement. The intent of both the roof replacement and



accessibility upgrade program is to fund 100% of the project costs allowed for any given project with a 3% administrative fee.

Program standards for accessibility upgrades include:

The program will be required to replace a minimum of 13 accessibility upgrades on homes occupied by an income-eligible homeowner. Total funding for accessibility upgrades is \$162,750 plus 3% administrative fee. This allows for a maximum reimbursement of \$12,519.23 per home. A 3% administrative fee will be paid based on the total cost of monthly invoicing.

All projects must be targeted for safety or functional concerns that incorporate the client's specific functional strengths and needs. The homes must be assessed on a case by case basis. Examples of modifications of the client's physical environment include: installation of ramps, installation of hand rails, grab bars, widening doorways, and lowering cabinets.

Modifications and/or physical adaptations must provide direct remedial benefits to the client's physical environment. All modifications must address the client's disability and enable the client to function with greater health, safety or independence in their residence. All services shall be provided in accordance with applicable federal, state, and local building codes. The scope of service shall be determined on a case by case basis.

Funding may not be utilized to provide upgrades on the sole basis of aesthetic qualities or personal preferences when compared to lower cost fixtures or materials that provide the same or similar functional benefit to the client.

Accessibility funds shall not provide any materials or services that are not in the original bid. Any additional work to the CDBG funded portion of the project will not be eligible for reimbursement.

Agency providing service must provide a one year warranty on all the accessibility work done on the home.

Eligible homes include:

Low Income households are those households whose owners have income at or below 30% of the Area Medium Income as published each year by the U.S. Department of Housing and Urban Development adjusted for family size.

Accessibility work requires the following:

1. Compliance with all lead based paint regulations;
2. All construction material must be removed from the property when job is complete;
3. All finish work to include trim, painting and clean-up of work area must be completed;
4. All work must have a minimum of a one year written warranty;

Program standards for roofs include:

This program will be required to replace a minimum of 20 roofs on homes occupied by an income-eligible homeowner. Total funding for roofing is \$252,750 plus 3% administrative fee. This allows for a maximum reimbursement of \$12,637.50 per roof. The 3% administrative fee will be paid based on the total cost of monthly invoicing.

Eligible homes include:

1. Homes with flat, pitched shingled and pitched metal roofs; or

2. Mobile or manufactured homes that have metal or conventional pitched roofs with shingles.

Replacement and repair of roofs requires the following:

1. The existing roof must be stripped to the deck;
2. Roof must be inspected and any damaged decking must be repaired or replaced;
3. All work must have a minimum of one year full warranty on workmanship;
4. There must be a minimum of a ten year material warranty.

Required supporting documentation for both programs includes:

1. Preliminary estimate of work to be performed and associated costs;
2. Tier 2 Environmental Review;
3. Copies of all change orders;
4. Copies of invoices for materials purchased;
5. Copies of warranties;
6. Certified timesheets for actual work performed;
7. Proof of contractor license;
8. Before and after photos of the work performed.

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:

- ◆ 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)
- ◆ 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 11625, 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 (Housing Quality Standards) (24 CFR Part 982.401)
- ◆ 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)

NOTE: 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.

CDBG Request for Proposals FORMS Program Year 2018-2019

As outlined in section 2.3 Proposal Format

- ◆ Proposals and forms may be obtained from MFA's website:
[www.housingnm.org/community_development/\(CDBG\)](http://www.housingnm.org/community_development/(CDBG))
- ◆ 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 CDBG PROGRAM PROPOSAL

AGENCY: _____

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

Turn in 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 if they are applying for “Roof Replacements” or “Accessibility Upgrades” or Both
	Offeror must submit proof of status as a non-profit or other public entity (e.g., unit of local government)
	Offeror must submit proof of current registration as a charitable organization with the New Mexico Attorney General’s Office
	Offeror must be in “good standing” with MFA as of the date this RFP. In order to be in good standards 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)
	Provide 1 copy of Agency’s Independent Audit or Audited Financial Statements
	Proof of Insurance Coverage

Other Requests for Information

Initial	Item Required
	Provide Board of Director List (Form Provided in Section 16 RFP Forms) – if applicable
	Provide Resume of key staff
	CDBG Program Implementation Plan
	Provide Organization chart of staff working on homes
	Provide Resumes of staff working on homes
	Provide a list of names and addresses of homes Offeror has provided REHAB, Weatherization, Accessibility Upgrades, new Construction, roofing repair/replacement services on
	Provide Executive Summary (Up to 2 pages)
	Provide Company Vision (Up to 1 page)
	Provide Description of Construction Services (Up to 2 pages)



Date of Application:

Application / General Information

Agency Name _____

Entity Type

- Nonprofit
- Local 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 _____

PROGRAM(s) Being Applied for:

- Roof Replacements
- Accessibility Upgrades
- Roof Replacement and Accessibility Upgrades



Current Board Members

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



Administrative 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 doing the work on the homes	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 CDBG 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 CONTRACTOR:

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 DOLLAR (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (position)