

## Exhibit A – Minimum Threshold Requirements & Documentation Checklist

Minimum Threshold Requirements: Only Offeror’s who meet the minimum threshold requirements will be scored. Missing items from the checklist, Exhibit A, will be communicated to the contact person and the alternate person designated on the RFP application, via e-mail, based on the timeline in the RFP. Items submitted after the deadline will not be considered.

Offeror must submit this checklist with all of the forementioned documents.

Offeror \_\_\_\_\_

MINIMUM THRESHOLD	
	RFP must be submitted via e-mail, according to the format specifications in Section I, 2.3 Proposal Format.
	Offerors who have received ESG Rapid Re-housing and Homeless Prevention funding from MFA in the past six years but discontinued providing these services due to capacity, compliance and/or programmatic issues are ineligible. This determination will be made based on the history provided by the MFA Program Manager.
	Offerors must have a minimum of two years of demonstrated experience providing services of any kind to those that are experiencing homelessness. This will be determined from the Experience Form and/or history administering MFA programs.
	Offeror must be one of the following: <ul style="list-style-type: none"> <li>• A non-profit organization with 501(c)(3) status whose primary mission is to provide assistance and services to individuals and families who are experiencing homelessness; or</li> <li>• A unit of general-purpose local government; or</li> <li>• A tribal government</li> </ul>
	Offeror must submit proof of current registration (2021) as a charitable organization with the New Mexico Attorney General’s Office or proof of exemption therefrom.
	Offeror must include their DUNS number on the application and be in “good standing” as of the date this RFP was issued. In order to be in good standing, Offeror must not have been “suspended,” “debarred” or have HUD’s Limited Denial of Participation status conferred upon it by MFA and/or other funding sources.
	Offeror must submit an electronic copy of their fiscal year 2020 or 2021 independent Certified Public Accountant (CPA) auditor’s report conducted in accordance with Government Auditing Standards (GAS) that includes the following: <ul style="list-style-type: none"> <li>• Repeat and/or unresolved audit findings or any pending investigations</li> <li>• Management response letter to any finding(s) and corrective action to clear the finding <b>or</b> provide details of the current status of the finding(s)</li> </ul> Offerors who are a local public body (housing authorities, local governments), must have an audit that was conducted by a certified auditor that has been approved by the New Mexico State Auditor’s office and is on the state Auditor’s list.
	Offeror must submit all of the required forms as indicated in the Section II Part 12, RFP Forms
	Business License, if applicable
	Offeror Mission Statement
	Offeror Current Organizational Chart
	Offeror Executive Summary
	Current Resumes for Key Staff Members – Executive Director, Fiscal Officer, Program Manager, Case Manager
	Most recent monitoring reports from all funding sources listed on the Funders Form
	Signed Exhibit A – Minimum Threshold Requirements and Documentation Checklist

	<b>FORMS</b>
	Application (Exhibit B)
	Offeror Experience Form (Exhibit C)
	Offeror Capacity Form (Exhibit D)
	Offeror Funders Form (Exhibit E)
	Offeror Certification Form (Exhibit F)
	Offeror Reputation Certification Form (Exhibit G)
	Offeror Accounting Practices Certification Form (Exhibit H)
	Offeror Board of Directors Form (Exhibit I)
	MFA's Third-Party Code of Conduct Form (Exhibit J)

I certify that all information provided in this RFP application is true and correct, and that I have the authority to bind the Offeror to the assurances, as witnessed by my signature below.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Exhibit B - Application

### Request for Proposal Emergency Solutions Grant Rapid Re-housing and Homeless Prevention

Mortgage Finance Authority  
344 Fourth St. SW  
Albuquerque, New Mexico 87102  
(505)843-6880

Entity Type:  Non-Profit  Unit of Local Government  Tribal

Offeror \_\_\_\_\_

Application Date \_\_\_\_\_

Federal Tax ID \_\_\_\_\_

DUNS # \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_

Title \_\_\_\_\_

E-Mail \_\_\_\_\_

Phone \_\_\_\_\_

Alternate Contact Person \_\_\_\_\_

Title \_\_\_\_\_

E-Mail \_\_\_\_\_

Phone \_\_\_\_\_

Offeror Website \_\_\_\_\_

## Exhibit C – Experience

What populations does your organization primarily serve? Check all that apply.

DV/Violence Survivors

Youth

Families/Individuals

Other (please describe) \_\_\_\_\_

What is the primary mission of your organization?

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Describe the types of services your organization provides to those experiencing homelessness.

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How long has your organization been providing services to those experiencing homelessness? \_\_\_\_\_

What types of current and/or prior experience does your organization have **housing** individuals and families experiencing homelessness?

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**Does your organization have experience with the following? Check all that apply.**

YES  NO Experience administering federal grants – specifically those intended to house individuals and families experiencing homelessness or those most at-risk of homelessness

- YES  NO Housing stability case management (targeted to the homeless)
- YES  NO Supportive services
- YES  NO Housing search & placement
- YES  NO Landlord/tenant relationships & recruitment
- YES  NO Income calculation
- YES  NO Rent calculation (based on income)
- YES  NO Landlord/Tenant rights
- YES  NO Lead-based paint requirements
- YES  NO Unit inspections – habitability, HQS or other, specify \_\_\_\_\_
- YES  NO Coordinated Entry System
- YES  NO Homeless Management Information Systems “HMIS”
- YES  NO Fair Market Rent
- YES  NO Rent Reasonableness
- YES  NO Scattered-site delivery
- YES  NO Housing First Model
- YES  NO Works with the Continuum in the service area

List what other types of services/programs are currently offered by your organization?

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Where is your organization located? \_\_\_\_\_

Based on the program requirements, what counties does your organization have the capacity to serve?  
Check all that apply.

New sub-recipients will be limited to a maximum of two counties for the first two years. After that time, a sub-recipient may extend their service territory based on their proven ability to successfully administer the program and program compliance. Only counties that are not served by another sub-recipient can be added to a service territory.

<input type="checkbox"/> Bernalillo	<input type="checkbox"/> Harding	<input type="checkbox"/> Roosevelt
<input type="checkbox"/> Catron	<input type="checkbox"/> Hidalgo	<input type="checkbox"/> Sandoval
<input type="checkbox"/> Chaves	<input type="checkbox"/> Lea	<input type="checkbox"/> San Juan
<input type="checkbox"/> Cibola	<input type="checkbox"/> Lincoln	<input type="checkbox"/> San Miguel
<input type="checkbox"/> Colfax	<input type="checkbox"/> Los Alamos	<input type="checkbox"/> Santa Fe
<input type="checkbox"/> Curry	<input type="checkbox"/> Luna	<input type="checkbox"/> Sierra

<input type="checkbox"/> De Baca	<input type="checkbox"/> McKinley	<input type="checkbox"/> Socorro
<input type="checkbox"/> Dona Ana	<input type="checkbox"/> Mora	<input type="checkbox"/> Taos
<input type="checkbox"/> Eddy	<input type="checkbox"/> Otero	<input type="checkbox"/> Torrance
<input type="checkbox"/> Grant	<input type="checkbox"/> Quay	<input type="checkbox"/> Union
<input type="checkbox"/> Guadalupe	<input type="checkbox"/> Rio Arriba	<input type="checkbox"/> Valencia

As it relates to providing services outside of your primary location, how will you address the geographic obstacles associated with assisting those that are experiencing homelessness?

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Provide an explanation of the ability of your agency to assist clients by connecting them to other local supportive services, assistance with increasing income, identifying obstacles to housing such as identification, transportation, background, prior evictions, or convictions in counties outside of the one where you are located.

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If your organization proposes to serve counties outside of the county where you are located, describe how you will serve the targeted population in those counties with regards to Coordinated Entry System, unit inspections, monthly housing stability case management, connection to services, supportive services and housing search and placement?

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Describe your organizations' succession plan in the event of staff turnover, to include how programs are delivered when there are vacancies in the key positions.

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## Exhibit D - Capacity

**Offeror:** \_\_\_\_\_

Please provide the following information regarding key staff positions that relate to this program for your organization:

Title	Staff Member	Years at Organization	Years in Current Position
Executive Director			
Accountant or Fiscal Officer			
Program Manager			
Housing Stability Case Manager			

For each position listed above, write a brief description of their experience as it relates to housing, homelessness and/or administering federal assistance grants.

Executive Director:

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Accountant/Fiscal Officer:

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Program Manager:

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Case Manager:

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**Exhibit E - Current Funders**

**Offeror:** \_\_\_\_\_

Please provide a complete list of all funders, **NOT including MFA:**

Funding Source/Grant	Amount Received	Last Date Monitored	List Outstanding Findings, if any

## EXHIBIT F - OFFEROR'S CERTIFICATION

\_\_\_\_\_ ("Offeror") is submitting a proposal to the Mortgage Finance Authority ("MFA") to be considered for funding with the Emergency Solutions Grant Homeless Prevention and Rapid Re-housing 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 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 is currently registered with the NM Attorney General's Registry of Charitable Organizations.

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.**

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT G - OFFEROR'S REPUTATION CERTIFICATION**

Offeror \_\_\_\_\_

Describe any current or pending litigation, allegations, administrative proceedings, or investigations by any party, especially any regulatory agency or funding entity, which could potentially impact the reputation or financial viability of the agency. *(If none, write "None")*

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**I HEREBY CERTIFY THAT ALL INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT, AND THAT I HAVE DISCLOSED ANY ISSUES THAT COULD IMPACT THE REPUTATION OF THE AGENCY.**

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## Exhibit H - Accounting Practices Certification

**Offeror** \_\_\_\_\_

Offeror has a functioning accounting system that is operated in accordance with Generally Accepted Accounting Principles (GAAP) or has designated an entity that will maintain such an accounting system that is consistent with GAAP and agrees to maintain the system as long as it administers the ESG Rapid Re-Housing and Homeless Prevention Program.

If offeror uses another designated entity, provide the name of the agency/firm/individual.

\_\_\_\_\_

\_\_\_\_\_  
Offeror Signature

\_\_\_\_\_  
Date

**EXHIBIT I - BOARD OF DIRECTORS/COMMISSIONERS**

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	

(Use additional pages if necessary.)

## EXHIBIT J - MFA THIRD-PARTY CODE OF CONDUCT

- A. Preamble. The New Mexico Mortgage Finance Authority ("MFA"), an instrumentality of the state government, exists to serve the citizens of the State of New Mexico. To maintain the respect, trust, and confidence of the public, and consistent with MFA's commitment to conduct its business in an ethical and legal manner, MFA requires that all Third Parties doing business with MFA comply with this Third-Party Code of Conduct and otherwise uphold the highest standards of ethics and behavior.
- B. Purpose. The purpose of this Code of Conduct is to provide general guidelines and a minimum standard of conduct for Third Parties doing business with MFA.
- C. Definitions. For the purpose of this Third-Party Code of Conduct, the following words and phrases shall have the following meanings:

"MFA Employee" means any person employed directly by MFA and any person employed through a staffing agency or by contract and for whom MFA has the right to direct and control the work performed.

"MFA Member" means a Member, and with respect to an ex-officio Member, his or her proxy, of the Board of Directors of the MFA.

"MFA Management" means the Executive Director/Chief Executive Officer, Chief Housing Officer, Chief Financial Officer, Chief Lending Officer and Director of Human Resources employed by the MFA.

"Transaction" means any transaction including, but not limited to any sale, purchase, or exchange of tangible or intangible property or services; any loan, loan commitment or loan guarantee; any sale, purchase, or exchange of mortgage loans, notes, or bonds; or any other business arrangement or contract therefor.

- D. Conflicts of Interest. Third Parties should avoid engaging in any activity that would conflict, interfere, or even create the appearance of a conflict with their business with MFA. Third Parties must disclose any potential conflicts to MFA in writing as soon as practicable upon discovery or recognition. Examples of potential conflicts include, but are not limited to:
- Engaging in a conflict-of-interest transaction prohibited by Section F of MFA's

Code of Conduct, which can be found at [housingnm.org](http://housingnm.org).

- Providing gifts and entertainment to any MFA Employee, MFA Management or MFA Member in an attempt to improperly influence MFA business decisions.

MFA shall not enter into any Transaction with a former MFA Member or former MFA Management for a period of one (1) year after such person ceases to be an MFA Member or MFA Management, except with prior approval of a disinterested majority of all current MFA Members.

To the extent applicable, Third-Party shall disclose conflicts of interest required pursuant to state or federal law, including but not limited to 2 CFR 200.112.

- E. **Anti-Discrimination and Anti-Harassment Policy.** MFA is committed to maintaining an employment environment in which all individuals are treated with respect and dignity and expects the same from Third Parties doing business with MFA. MFA expects that Third Parties will maintain a workplace where employment-related decisions are based on performance, ability, or other legitimate, non-discriminatory bases and are never based on race, color, national origin, ancestry, citizenship status, religion, sex, sexual orientation, gender identity, age, physical or mental disability, serious medical condition, marital status, status with regard to public assistance, veteran status, or any other legally protected status. MFA also maintains and expects Third Parties to maintain a workplace that is free of unlawful harassment. This includes harassment based upon any of the above legally protected status (such as age, sex, religion, national origin, etc.) and which creates an intimidating, hostile, or offensive working environment. This also includes sexual harassment which is defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidated, hostile, or offensive working environment. MFA will also not tolerate any form of unlawful discrimination or harassment of an MFA Employee by any Third-Party including by its employees, owners, managers, members, directors, agents, or representatives
- F. **Confidential Information and Intellectual Property.** Third Parties doing business with MFA must protect any confidential or proprietary information that belongs either to MFA or any other third-party with whom MFA does business, if such other third-party has provided MFA with confidential or proprietary information. Confidential or proprietary information includes, but is not limited to, any non-public financial

information, business processes and systems, intellectual property, personally identifiable information of MFA’s customers, and personally identifiable or private information about any MFA Employee, MFA Member, MFA Management, third-party, or customer, such as identity, medical, employment, or financial information. To the extent necessary for a Third-Party to share MFA’s confidential or proprietary information with a sub-contractor, MFA expects the Third-Party to implement adequate controls at a level no less than those set forth in this Third-Party Code of Conduct with such sub-contractor. Third Parties must not infringe upon the intellectual property rights of other companies or organizations. Third Parties must return all confidential and proprietary information in their possession to MFA when the contractual relationship between MFA and the Third-Party has terminated, unless otherwise specified by contract. The obligation to protect MFA’s confidential and proprietary information continues even after any business relationship between MFA and the Third-Party ends. MFA may require that Third Parties sign a separate confidentiality and non-disclosure agreement.

- G. Onsite Visitor Requirements. While on MFA’s premises, Third Parties must comply with all MFA rules and procedures, including security measures and requests. These may include but are not limited to:
  - Registering with reception.
  - Accessing only authorized areas unless accompanied by an MFA Employee.
  - Promptly reporting known security violations and property loss or damage.
  - Complying with all MFA facility requirements, including maintaining a substance-free and violence-free workplace.
  - Any public health and safety policies in effect, including wearing a face mask.
  
- H. Compliance with Laws, Regulations, Policies and Procedures and Contracts. All Third Parties must comply with all applicable state and federal laws, codes, and regulations and MFA’s policies and procedures to the extent applicable to the Third-Party and must not violate any terms and conditions established by contract with MFA.
  
- I. Business Integrity. Any and all forms of illegal or inappropriate activity by a Third-Party doing business with MFA, including, but not limited to, corruption, misrepresentation, extortion, embezzlement, or bribery, are strictly prohibited and may result in termination of any or all agreements with MFA.

OFFEROR ACKNOWLEDGMENT

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



## EXHIBIT K – RFP TRAINING WEBINAR AFFIDAVIT

By signing below, I certify, that I viewed, in its entirety, the Emergency Solutions Grant Rapid Re-housing and Homeless Prevention Program RFP Training on MFA's website at <https://housingnm.org/rfp-esg-rapid-re-housing-and-homeless-prevention>

NAME (PRINTED):

DATE:

SIGNATURE: \_\_\_\_\_

OFFEROR NAME:

OFFEROR PHONE:

OFFEROR CITY, STATE, ZIP: