

MORTGAGE FINANCE AUTHORITY

REQUEST FOR PROPOSALS

Housing Opportunities for Persons with AIDS
(HOPWA)

Program Years 2023-2028



Expanding the view of affordable housing.

Spring 2023

Welcome and thank you for your interest in MFA's HOPWA RFP. MFA is committed to choosing the best, most qualified Offerors, and this procurement process will provide the best opportunity to do so.

Part I – General information

Part I of the RFP provides background information about MFA, general proposal requirements and RFP standards.

Part II – Program-Specific Criteria

Part II 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 general RFP questions, a Frequently Asked Questions "FAQ" link will be available on MFA's website after the RFP training. Please refer to **Part II Section 9, Timeline** for the training date.

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PART I: GENERAL INFORMATION

1 BACKGROUND INFORMATION

1.1 INTRODUCTION

The 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 Proposals (RFP) is to solicit proposals, in accordance with MFA's Procurement Policy, from qualified applicants, (Offerors), 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.

Pursuant to MFA's Procurement Policy, all procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in Uniform Guidance, 2 CFR Part 200.317 through 200.326 as well as Part 200.327 which addresses contract provisions.

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 for proposal submissions outlined in **Part II Section 9, Timeline** of the RFP. **Proposals will only be accepted by email.**

Submit proposals to the MFA Program Coordinator for the Community Development Department at marmijo@housingnm.org.

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 (RFP) and forms may be downloaded from MFA's website: <https://housingnm.org/rfps/rfps-rfq>

- ◆ Offeror(s) must submit the agency's most recent financial audit, FY2021 or FY2022, or a letter from MFA indicating that we have already received and approved Offeror's most recent audit.
- ◆ Offeror(s) must submit one proposal to include all required schedules and attachments.
- ◆ Proposals must include all program-specific forms attached to this proposal package in **Part II, Section 15, RFP Forms**. No substitutions will be accepted.

2.4 IRREGULARITIES IN PROPOSALS

MFA may waive technical irregularities in the form of the 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**. A member of the review committee will present award recommendations to MFA management and MFA's Board. Final selections 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 or in MFA's Policies and Procedures. Offerors whose proposals are the most advantageous to MFA, in its sole discretion, taking into consideration the evaluation criteria set forth in the RFP will be selected.

2.6 DEFICIENCY CORRECTION PERIOD

Upon receipt of all timely submitted proposals, MFA staff members will review all proposals to verify that they 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 **Part II, Section 10, Minimum Qualifications and Requirements**.

MFA shall communicate proposal deficiencies to each Offeror's designated contact person within seven calendar days of the RFP proposal submission date via email. Applicants shall have five business days after the date of the email delivery notice to submit the required information. **All items must be submitted no later than 4 p.m. Mountain Standard 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 may 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 submitted by email to the MFA Program Coordinator for the Community Development Department at marmijo@housingnm.org.

The protest must be delivered to MFA within five calendar days after notification of award. Upon the timely filing of a protest, the Program Coordinator 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 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, a notice of revisions or request for additional information, as applicable, will be provided to all Offerors via MFA's website and via email, to each person who attends the RFP Training, at the email Offeror uses to sign up for the training.

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 of the services to be performed, the contract between MFA and the successful Offeror shall include, but may not be limited to, terms substantially similar to the following:

Indemnity. Offeror 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 Offeror'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 Offeror 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 Offeror shall be solely responsible for the performance of any subcontractor under such subcontract(s). Use of a subcontractor shall not relieve Offeror 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 Offeror will maintain adequate financial accounting, Program and Project records for no less than four 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 Offeror 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 as follows:

\$1,000,000	Per Occurrence
\$2,000,000	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 (Applicable Construction Practices)
25% of HOPWA Award	Employee Dishonesty/Fidelity Bond

MFA shall be named as an additional insured (except for worker's comp). Said policy or policies of insurance must include coverage for all operations performed for MFA by the Offeror and contractual liability coverage shall specifically insure and hold harmless provisions of this Agreement.

Termination. In the event of Offeror's uncured breach, MFA may terminate the entire Agreement or any part of the Agreement.

Termination for Convenience. In accordance with 2 CFR 200.326 and 2 CFR Part 200, Appendix II, Required Contract Clauses, MFA may terminate this Agreement for convenience, upon 90 days written notice to Offeror. In the event of termination for convenience, Subrecipient shall be reimbursed for all costs incurred up to the effective date of the termination, provided that such costs are eligible costs hereunder.

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 awards are determined 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, to ensure the information does not become available to competing or potential Offerors. Upon notice of award, all proposals will be open to the public for inspection and copying pursuant to MFA's Request to Inspect Documents policy. Offeror must redact all confidential and personal identifier information from proposal if not specifically required by MFA.

3.8 CODE OF CONDUCT

Offeror shall at all times conduct itself in a manner consistent with the Third-Party Code of Conduct. The Third-Party Code of Conduct is attached for review as Exhibit B1 in Section 15 Forms. Upon request by MFA, Offeror shall disclose information MFA may reasonably request relating to conflicts or potential conflicts of interest.

3.9 CONFIDENTIAL DATA

Offeror 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.

PART II: PROGRAM-SPECIFIC CRITERIA

4 PROGRAM BACKGROUND

MFA is the state formula grantee for the HUD Housing Opportunity for Persons with AIDS (HOPWA) Formula Grant Program governed by the AIDS Housing Opportunities Act, 42 USC Sec. 12910 et. Seq. (the Act); HOPWA Program rule, **24 CFR 574** as amended, and the Consolidated Plan rule, 24 CFR 91 as amended (the Regulations). MFA has also been designated by the City of Albuquerque as the administering agency for the HOPWA funds awarded to the City of Albuquerque.

5 PURPOSE OF RFP

This Request for Proposals (RFP) is issued pursuant to MFA's Procurement Policy to solicit proposals from qualified Offerors capable of providing Program Services to eligible individuals and households according to the U.S. Department of Housing and Urban Development's Office of HIV/AIDS Housing. The term of this RFP will cover the 2023-2025 program years with potential extensions for program years 2025-2026, 2026-2027 and 2027-2028 in accordance with 24 CFR 574 and the HOPWA Desk Guide published by HUD at <https://www.hudexchange.info/programs/hopwa/>. Funding will be made through a competitive process to eligible Offerors. The estimated funding available for the 2023-2024 program year is \$1,227,236.

The actual funds available may vary. If the actual allocation is less than the estimate, or if other funds become available to MFA during the program year for activities similar to the work performed under the Program, this funding may, at the option of MFA, be offered to the successful Offerors hereunder without a new RFP. MFA retains sole discretion to make the judgment as to the need for additional RFPs.

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

6 RFP TRAINING

Training for all HOPWA RFP applicants will be provided on March 22, 2023 from 9 a.m. - 12 p.m. The HOPWA RFP training will be conducted via WebEx. To register, visit our website at <http://housingnm.org/>. After the RFP training, questions will only be answered through MFA's formal RFP Q&A process detailed in **Section 7, RFP Q&A**.

7 RFP Q&A

Questions pertaining to this RFP and application must be submitted through the Q&A process via MFA's website at <https://housingnm.org/rfps/rfps-rfqqs>. This will be open from March 28– April 12. During this time, Offerors may submit any questions they have pertaining to the RFP. All questions will be answered and posted on three specific dates: March 29, April 5 and April 12. At 5 p.m. on April 12, the Q&A process will end. **Offerors will then have until April 18, 2023 to submit their RFP to MFA.**

8 PERFORMANCE AGREEMENT TERM

Successful Offerors will enter into a two-year contract with an option for three additional one-year renewals. The term of the contract is scheduled to begin July 1, 2023 and end June 30, 2025 with potential extensions for program years 2025-2026, 2026-2027 and 2027-2028, for a total of five years. Dates are based on availability of funds for release from the funding source.

9 TIMELINE

RFP Released upon Board approval/posted to MFA website	3/16/2023
RFP training (virtual)	3/22/2023
“FAQ” opens on MFA website	3/28/2023
FAQs answered	3/29/2023
FAQs answered	4/05/2023
FAQs answered	4/12/2023
RFP submission DEADLINE	4/18/2023
MFA to notify Offerors of deficiency items	4/20/2023
DEADLINE for deficiency corrections	4/27/2023
Award Notification sent to Offerors	5/11/2023
Protest Period begins	5/11/2023
Protest Period ends	5/16/2023
Present Award Recommendations to MFA Board	6/21/2023
Contracts Sent upon Board Approval	6/22/2023
Contracts DUE to MFA	6/29/2023

10 MINIMUM QUALIFICATIONS AND REQUIREMENTS

Responses to the RFP must meet the requirements below. Waivers to “Proposal Requirements” may be approved by MFA’s Policy Committee on a case by case basis.

- Offeror must submit to MFA a complete application with all required schedules and attachments as outlined in **PART I, 2.3 Proposal Format**.
- Offeror must submit proof of 501(c)(3) or proof of status as a Government Agency (if applicable).
- 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 2021 or 2022, or proof of exemption therefrom. Registration 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 must be in “good standing” as of the date this RFP is issued. In order to be in good standing, Offeror must not have “suspended,” “debarred” or HUD’s Limited Denial of Participation status conferred upon it by MFA and/or other funding sources. Offeror must provide their Unique Entity Identifier (UEI) number in the application.
- Offeror must provide an independent Certified Public Accountant (CPA)’s auditors report (Audit) conducted in accordance with Government Auditing Standards (GAS). The GAS Audit will include an independent auditor’s report on the following: 1) financial statements; and 2) internal control over financial reporting and compliance. Offeror will submit the most recent audit available; only the most recent of FY2021 or

FY2022 will be accepted. If Offeror receives \$750,000 in federal funds, a Single Audit is required pursuant to 2 CFR 200. The following types of audit findings may disqualify Offeror from funding:

- Repeat and unresolved audit findings or any pending investigations.
 - If Offeror has received greater than \$750,000 in funding and the single audit did not meet the requirements of 2 CFR 200.500-520.
 - For Single Audit, no proof of federal audit clearinghouse submission (FORM SF-SAC) and, 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.
 - If any findings, no submission of management response to findings.
- For Offerors that did not receive HOPWA funds in PY 2022-2023, the agency must provide either an audit to the above standards or an independent CPA's review of financial statements.

Provide proof of insurance as outlined in section **PART I, 3.4 Responsibility of Offerors**.

- Provide the Offeror's Certification signed by authorized official (Form Provided in Section 15). Provide an Executive Summary (not to exceed 2 pages).
- Provide the agency's mission statement (not to exceed 1 page).

11 GEOGRAPHIC AREAS TO WHICH THIS RFP APPLIES

The HOPWA program is a state-wide program covering all 33 counties in New Mexico. Included in this RFP is a list of the three regions that cover the entire state.

The regions were determined by the need in each area and ability for potential Offerors to reach the target population. If all regions are not applied for, MFA may negotiate with successful Offerors to take on unserved areas or counties as needed to ensure full state coverage. If an Offeror is selected that is new to working with HOPWA grant funding, MFA may award a smaller number of counties to that agency, rather than an entire region as shown below.

If MFA determines it would be beneficial to bring an additional agency into the program before the end of the term, and there is an eligible agency that is interested and qualified to provide services, MFA may allow that agency to apply without releasing another RFP. Award determinations and geographic areas would then be recalculated to include this agency, for the next upcoming program year.

The regions are divided to include the counties as follows:

Region 1 – *Bernalillo, Colfax, Harding, Los Alamos, McKinley, Mora, Rio Arriba, Sandoval, San Miguel, San Juan, Santa Fe, Taos, Union

Region 2 - City of Albuquerque - (*The City of Albuquerque covers ONLY the Albuquerque city limits; outlying areas in Bernalillo County are included in Region 1.)

Region 3 – Catron, Cibola, De Baca, Guadalupe, Lincoln, Quay, Socorro, Torrance, Valencia

Region 4 – Chaves, Curry, Dona Ana, Eddy, Grant, Hidalgo, Lea, Luna, Otero, Roosevelt, Sierra

12 EVALUATION CRITERIA

MFA will select the Offerors whose proposals score the highest with respect to the evaluation criteria and that are most advantageous to MFA. Proposals will be evaluated on Offeror's documentation of meeting the minimum qualifications and requirements outlined in this RFP. In addition, proposals will be scored on a scale of one to 100 based on the criteria listed below. A serious deficiency in any one criterion may be grounds for rejection regardless of overall score. Final award decisions will be made by MFA's Board of Directors.

12.1 SCORING CRITERIA

Criteria	Maximum Score
Organizational Capacity	25
Housing Experience	25
Fiscal Accountability	25
Areas to be Served	25

12.1.1 Organization Capacity - 25 Possible Points

Experience of management personnel

- Outline the experience of Offeror's management staff with federal grant-funded programs.
- Provide an organizational chart and resume for each of the key positions.
- Provide a list of agency's Board of Directors

Executive Director experience

Up to 2 years **(1 point)**

2 to 5 years **(2 points)**

More than 5 years **(5 points)**

Fiscal Manager experience

Up to 2 years **(1 point)**

2 to 5 years **(2 points)**

More than 5 years **(5 points)**

Program Manager experience

Up to 2 years **(1 point)**

2 to 5 years **(2 points)**

More than 5 years **(5 points)**

Organization and Management (provide a description of the organization and management structure of your agency in less than 2 pages.

- Approved Board Resolution in support of proposal **(2 points)**
- Organizational Chart **(2 points)**

2 points each for a possible total of **6 points** will be awarded for staff certifications in the following:

- Housing Quality Standards
- Lead-Based Paint Visual Assessment
- Income Calculations

12.1.2 Housing Experience - 25 Possible Points

Housing experience with the HIV/AIDS population

Up to 2 years **(2 points)**

2 to 5 years **(5 points)**

More than 5 years **(10 points)**

Rental Assistance experience

Up to 2 years **(2 point)**

2 to 5 years **(5 points)**

More than 5 years **(10 points)**

Housing experience with federal funds

Up to 2 years **(1 point)**

2 to 5 years **(2 points)**

More than 5 years **(5 points)**

12.1.3 Fiscal Accountability - 25 Possible Points

External Audit

A **maximum of 15 points** will be awarded based on the results of Offeror's independent audit or audited financial statements for their most recently completed fiscal year, ending no earlier than 2021.

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

No Current Year Findings **(15 points)**

Previous Year's Findings that have been cleared **(10 points)**

Unresolved Findings **(0 points)**

Financial Management

A **maximum of 10 points** will be awarded based on the following documents:

Provide agency's methodology for allocation of shared costs **(5 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 **(5 points)**

12.1.4 Areas to be Served - 25 Possible Points

Describe history of rental assistance (including HOPWA) in the proposed service area(s)
(10 points)

- * Region 1
- * Region 2 – City of Albuquerque
- * Region 3
- * Region 4

Outreach Plan

Describe plan for generating applications for the Program, covering entire service area.
(15 points)

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Scope of Work

The following major tasks must be accomplished by the successful Offerors:

1. Establish procedures, information systems and other necessary means for organizing the program;
2. Market program availability and perform outreach to the target population so that potential beneficiaries are reasonably informed of the program; this will include outreach to all counties in the service area to which the Offeror is awarded.
3. Receive applications, certify eligibility and determine participants' needs in accordance with HOPWA regulations and guidance (24 CFR 574.100);
4. Provide rental assistance and homeless prevention to eligible clients through one of the following formats, in accordance with HOPWA regulations and guidance:
 - a. Short-Term Rent, Mortgage and Utility (STRMU) assistance
 - b. Tenant-Based Rental Assistance (TBRA);
 - c. Permanent Housing Placement (PHP) assistance
5. Perform record keeping as required by agencies managing federal funds (2 CFR 200 Part D);
6. Submit all reports as required by MFA including, but not limited to, contract documentation, monthly invoices, monthly demographic reports, documentation obtained from HMIS data entry and annual financial audit.

Beneficiary Eligibility

Individuals meeting the following criteria are eligible for program activities as indicated here:

1. A person with acquired immunodeficiency syndrome or related diseases who is a low-income individual, as defined in section 853(3) of the AIDS Housing Opportunity Act (42 US Sec. 12902), is eligible for all program activities.
2. An individual or family is low-income if the total household income does not exceed 80 percent of the area median income (AMI) as determined by the Secretary of Housing and Urban Development;
3. The eligible person's family is also eligible for the program activities except for health services. "Family" refers to a household composed of two or more related persons. This also includes one or more eligible persons living with another person or persons who are determined to be important to their care or well-being, and the surviving member or members of any family described in this definition who are living in the housing assisted under the HOPWA program with the person with HIV or AIDS at the time of his/her death;
4. Any person with documented AIDS or related diseases living in proximity to a HOPWA service provider is eligible to participate in that service provider's outreach and educational activities regarding AIDS or related diseases.

Eligible Activities

1. Short-Term Rent, Mortgage & Utility assistance (STRMU) payments to prevent the homelessness of a tenant or mortgagor of a dwelling, as further described by the regulations;
2. Tenant-Based Rental Assistance (TBRA), including assistance for shared housing arrangements, as further described by the regulations;

3. Permanent Housing Placement (PHP) assistance for security deposits, first month's rent and as further described in the regulations;
4. Administrative expenses to the extent allowed (7%) as described in the regulations; "Administrative costs are those costs or functions that support operations in general, such as bookkeeping and the compilation and reporting of data" (HOPWA Grantee Oversight Resource Guide, Chapter 9: Financial Management and Documentation).

Reporting and Recordkeeping

Successful Offeror must document and report to MFA on a monthly basis statistical and demographic information on individuals assisted with HOPWA grant funds. This information will be provided by the Offeror in order to comply with federal regulations found in 24 CFR 574. Records on program activity must be maintained for a minimum of four years from the end of the contract term.

14 COMPLIANCE WITH OTHER FEDERAL REQUIREMENTS

Offeror 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)
- ◆ 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)
- ◆ 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.

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HOPWA Request for Proposals FORMS Program Years 2023-2025

As outlined in section 2.3 Proposal Format

Proposals and forms may be downloaded from MFA's website:

<https://housingnm.org/rfps/rfps-rfq>

Proposals must include the program-specific forms attached to this proposal package and all schedules and attachments pertaining thereto, including the following:

- Application
- Submission Checklist
- Offeror's Certification
- Staff Experience
- Outreach Plan

**APPLICATION
2023-2025 NEW MEXICO HOPWA PROGRAM**

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

Entity Type: For-Profit Non-Profit Public Unit of Government Tribal

1. Organization		2. Application Date	
3. Federal Tax ID		UEI #	
4. Address			
5. Contact Person		6. Title	
7. Phone:		8. Fax	
9. Email:			
10. Website:			

11. Organization's Total Operating Budget for Fiscal Year 2022:

13. Region(s) applied for:	(Applicant may check one or more areas)
Region 1	
Region 2 - City of Albuquerque	
Region 3	
Region 4	

Printed Name

Signature

Title

Date

SUBMISSION CHECKLIST

Agency Name _____

By initialing this list, Offeror is certifying that the following items have been submitted as defined in this RFP. **Items should be provided in the order listed.**

MINIMUM QUALIFICATIONS AND REQUIREMENTS

Allowable Deficiency Correction Items

Initial	Item Required
	Offeror Application (form provided)
	Proof of 501(c) (3) or proof of status as a government agency
	Proof of current registration as a charitable organization with the New Mexico Attorney General's Office
	Offeror must be in "good standing" as of the date this RFP is issued. In order to be in good standing, Offeror must not have "suspended," "debarred" or HUD's Limited Denial of Participation status conferred upon it by MFA and/or other funding sources. Offeror must provide a print screen from sam.gov within 30 days of the application date
	Agency's 2022 financial audit
	Proof of Insurance Coverage – Certificate of Liability
	Offeror's Certification signed by authorized official. (Form Provided)
	Executive Summary (not to exceed 2 pages)
	Agency Mission Statement (not to exceed 1 page)

Other Requested Information

Initial	Item Required
	Resumes of the Executive Director and Financial Manager to demonstrate the administrative and financial management capacity necessary to accept and account for the use of public funds
	Agency's Board of Directors structure (Form Provided)
	Description of the Organization and Management Structure of the agency (not to exceed two pages)
	Approved Board Resolution in support of proposal
	Organization Chart
	Certifications for Housing Quality Standards (HQS) Inspections, Lead-Based Paint Visual Assessment and Income Calculations, where applicable
	History of housing experience with HIV/AIDS population
	History of rental assistance experience
	Agency's Cost Allocation Plan or methodology for allocating indirect and/or shared costs
	Policy for Offeror's system of internal control for fiscal management, documented in the Fiscal Policies and Procedures Manual, approved by the agency's Board of Directors
	Bylaws that include fiscal oversight by Board of Directors
	Agency's history of rental assistance in the proposed service areas (counties)
	Agency's office/intake locations in proposed service areas (counties)
	List of partners and potential partners, including current MOUs, where applicable
	List of counties to be served (Form Provided)
	Outreach Plan (Form Provided)

OFFEROR'S CERTIFICATION

_____ (“Offeror”) is submitting a proposal to Mortgage Finance Authority (“MFA”) to be a subgrantee under the HOPWA 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 is currently registered with the N.M. Attorney General’s Registry of Charitable Organizations, if applicable.

This proposal shall be valid until contract award date 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

STAFF EXPERIENCE

Agency Name _____

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: _____

Accountant/Fiscal Officer: _____

Program Manager: _____

Case Manager: _____

OUTREACH PLAN

Please describe agency's planned efforts to market the HOPWA program in the proposed service areas, including outreach to agencies, local and/or state government offices, and the community. Include types of outreach, timeline, counties and successful past agency outreach (1-2 pages).

MORTGAGE FINANCE AUTHORITY 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, Deputy Director of Programs, Deputy Director of Finance and Administration, 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: https://housingnm.org/uploads/documents/Section_F_of_MFA_Code_of_Conduct.pdf
 - 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's 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.

Mortgage Finance Authority – Board of Directors and Management

Board Members

Chair Angel Reyes – President, Centinel Bank in Taos

Vice Chair Derek Valdo – Chief Executive Officer, AMERIND Risk

Treasurer Rebecca Wurzburger – Strategic Planning Consultant

Member Howie Morales – Lieutenant Governor, State of New Mexico

Member Raul Torrez – Attorney General, State of New Mexico

Member Laura Montoya – Treasurer, State of New Mexico

Member Patricia Sullivan, Ph.D. – Associate Dean, New Mexico State University, College of Engineering

Management

Isidoro Hernandez, Executive Director/CEO

Donna Maestas-De Vries, Chief Housing Officer

Jeff Payne, Chief Lending Officer

Lizzy Ratnaraj, Chief Financial Officer