

NEW MEXICO MORTGAGE FINANCE AUTHORITY

Home Rehabilitation and Repair Programs

Request for Qualifications

General Contractors and Trade Contractors



**New Mexico Mortgage Finance Authority (MFA)
Home Rehabilitation and Repair**

**Request for Qualifications for
General Contractors and Trade Contractors**

PART I: GENERAL INFORMATION

Introduction

The New Mexico Mortgage Finance Authority (“MFA”) is a governmental instrumentality, separate and apart from the state, created by the Mortgage Finance Authority Act, N.M. Stat. Ann. Sections 58-18-1 1978 *et seq.* (1978) for the purpose of financing affordable housing for low- and moderate-income New Mexico residents.

MFA is New Mexico’s leader in affordable housing. We provide innovative products, education and services to strengthen families and communities. It is our vision that all New Mexicans will have quality affordable housing opportunities.

Purpose

The purpose of this Request for Qualifications (RFQ) is to invite the submittal of qualification statements, in accordance with MFA Procurement Policy, from highly qualified, capable persons or companies, who by reason of their skill, knowledge, trade and experience are able to provide quality single-family home rehabilitation and repairs, and who desire to be placed on MFA’s list of Approved Providers. For purposes of this RFQ, the term "Offerors" is synonymous with the term "Approved Providers". A successful Offeror status will change to that of an Approved Provider. The Minimum Qualifications and Requirements for this RFQ are outlined in Part III of this RFQ, below. Supporting qualification documentation must address all elements outlined in the Minimum Qualifications and Requirements of this RFQ.

Background

MFA's HOME Rehabilitation Program provides home repairs to bring a home up to code, address health and safety measures, or to provide accessibility modifications to homeowners who lack the resources to do so. Services can include but are not limited to:

- ✓ Hazard reduction measures such as the installation of ramps or rails in bathrooms for elderly or disabled individuals who are at risk of falling;
- ✓ Accessibility modifications for individuals with disabilities that include the installation of handrails and ramps or widening doors;
- ✓ Repair or replacement of major housing systems such as furnaces, ducting or water heaters;
- ✓ General and essential property improvements that are non-luxury in nature including roof replacement and mobile home replacement;
- ✓ Measures needed to bring a home up to State or local code or into compliance with HOME Rehab standards;
- ✓ Energy-saving measures that help improve the efficiency of the heating and cooling of the home and reduce utility bills.

The Home Improvement Program will service eight (8) counties in Northern New Mexico, which consist of Guadalupe, Quay, Harding, Union, Rio Arriba, San Juan, McKinley, and Los Alamos. However, in emergency situations, Offerors, may be given the opportunity to work in other parts of New Mexico.

This program is funded with HUD's Federal HOME Investment Partnership funding which is regulated by Federal Regulation (24 CFR Part 92) and New Mexico Housing Trust Funds.

Questions and Answers

Questions pertaining to this RFQ must be submitted to the HIP Program Manager via email at rehab@housingnm.org with "RFQ Contractors" in the subject line of the email. MFA will make every effort to answer questions within two business days.

Proposal Submission

There will be no end date, as the acceptance period will remain open. Please submit one (1) electronic PDF copy via email to:

HIP Program Manager
rehab@housingnm.org

RFQ Revisions and Supplements

If it becomes necessary to revise any part of this RFQ or if additional information is necessary to clarify any provision of this RFQ, the revision or additional information will be provided on the MFA website, <https://housingnm.org/rfps/rfps-rfqs>

Incurred Expenses

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

Cancellation of Requests for Qualifications or Rejection of Proposals

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

Evaluation of Submission

Submissions will be evaluated by MFA staff using the criteria listed in Part IV: Evaluation Criteria. This RFQ is non-competitive and will only be evaluated to meet the minimum requirements to be placed on a list of Approved Providers to provide home rehabilitation and repairs as needed for individual projects.

Responsibility of Offerors

If an Offeror who otherwise would have been awarded a contract is found not to be a Responsible Offeror, a determination that the Offeror is not a Responsible Offeror, setting forth the basis of the finding, shall be prepared and the Offeror shall be disqualified from being placed on a list of Approved

Providers. A Responsible Offeror means an Offeror who submits a proposal that conforms in all material respects to the requirements of this RFQ and who has furnished, when required, information and data to prove their personnel, reputation, and experience are adequate to make satisfactory delivery of the services described in this RFQ. 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.

PART II: SERVICES TO BE PERFORMED

Upon successful evaluation of all submitted proposals by Offerors under this RFQ, services to be provided by the Offeror under this RFQ may include, but are not limited to:

Project Proposals:

The Offeror may submit bids for individual projects via the scope of work outlined by the HIP Project Manager. The bidding process for each unique and individual project will be competitive and bidding opportunities will be presented to multiple qualified contractors. After the period to bid on a project closes, per the HOME Investment Partnership Program federal regulations, each homeowner will review all submitted proposals and select the contractor of their choosing.

Planning:

For each individual rehabilitation and repair project, Offeror must develop a project plan based on the agreed upon scope of work to ensure it is completed on time and within budget.

Hiring, Training and Managing Personnel:

The Offeror must manage, hire and if necessary, train employees and subcontractors. The Offeror must provide support and guidance and supervision to onsite employees and subcontractors. Additionally, the Offeror must ensure the subcontractors meet New Mexico and MFA licensing requirements.

Applying for Permits:

The Offeror must apply for the necessary licenses and building permits for each individual awarded project. The Offeror must communicate with the HIP Project Manager on any delays with permitting that may affect the completion date of the project.

Managing Materials and Personnel:

The Offeror must purchase all materials for each individual awarded project to be reimbursed at a later date defined in the Three-Party Agreement. The Offeror is also responsible for the purchase and maintenance of equipment required for each individual project and for keeping materials and equipment in good condition.

Inspecting and Project Monitoring:

The Offeror must inspect the property prior to the project start date and before signing off and agreeing to the project scope of work. The Offeror must continue to monitor the project progress throughout the construction period until completion. During inspections, the Offeror must ensure the work quality of employees and subcontractors are in compliance with program and state specific standards and codes. Additionally, the Offeror must ensure that each individual project scope of work is being completed in a timely manner and within the required 180 days allotted. The Offeror must log construction progress and regularly update the HIP Project Manager and homeowner of all progress and delays for each individual awarded project.

Advising on Changes:

The Offeror must advise the HIP Project Manager and homeowner on project change orders, to include the reasons for the change order including any deviation, addition, or deletion made to the original job specification even if there is no cost change. Change orders must be in writing and approved by the Homeowner and MFA.

Financial Responsibilities:

The Offeror must keep accurate financial records for each awarded project including, but not limited to, keeping, and tracking receipts for materials and equipment, as well as employee time sheets and subcontractor invoicing. Supporting documentation (receipts, invoices, etc.) will be required for all invoices submitted by the Offeror.

While the above summarizes work that could be done with MFA, the specific work for each project will be memorialized in a Three-Party Agreement between MFA, the homeowner, and the contractor which will include an agreed upon scope of work for each unique and individual project.

Local, State and Federal Requirements:

The Offeror must adhere to MFA’s written rehabilitation standards along with all applicable local/state codes and federal requirements, including but not limited to the safe handling and removal of Lead Based Paint (LBP) and Asbestos. Additionally, when LBP removal is required, the Offeror must have the appropriate LBP practices certification.

PART III: MINIMUM QUALIFICATIONS AND REQUIREMENTS

This RFQ is a non-competitive process and is only to serve as a means to generate a list of approved contractors that can be utilized for the Home Rehabilitation and Repair programs. Responses must be complete and legible and meet the minimum criteria outlined below in order to qualify for further consideration.

Submissions shall be reviewed for completion based on the below criteria and further defined in Part IV. Please note that serious deficiency in any one criterion may be grounds for rejection of the submission.

Only those Offerors who meet the following minimum qualifications are eligible pursuant to this RFQ and may be placed on the list of Approved Providers/Contractors:

Criteria	
1. A Completed Application, including Signed Conflict of Interest and Third-Party Code of Conduct Statements	The Offeror must complete and sign the Application (Exhibit A) as well as “Conflict of Interest” (Exhibit B) and “Third-Party Code of Conduct” (Exhibit C)
2. NM Contractors License	The Offeror must provide and maintain evidence of a current construction contractors license in the state of New Mexico and be in good standing pursuant to the relevant licensing laws.
3. Insurance Bonds	The Offeror must provide evidence of being bonded with general liability, workers compensation and auto insurance.
4. Form W-9	The Offeror must provide a current copy of an executed W-9 for the business.

5. Additional Requirements

- a) The Offeror must have capital or access to a line of credit for the upfront costs associated with the initial project costs.
- b) The Offeror must identify the counties in which they can provide services: Guadalupe, Quay, Harding, Union, Rio Arriba, San Juan, McKinley, Los Alamos, or "Statewide".

6. References: Minimum of three (3) professional references.

PART IV: OFFEROR SUBMISSION INSTRUCTIONS AND FORMAT

At a minimum, submissions must contain the following information and shall be organized as follows:

1. A fully completed and signed Application (**Exhibit A**)
2. Disclosures and Certifications
 - a) A signed Conflict of Interest statement (**Exhibit B**)
 - b) A signed MFA Anti-Harassment Policy – Third-Party Code of Conduct (**Exhibit C**)
3. New Mexico Contractors License
 - a) Evidence that the Offeror is licensed to do business in New Mexico
4. Insurance Bonds
 - a) Evidence that the Offeror is properly insured with commercial general liability insurance policy.
 - b) Evidence that the Offeror is properly insured with Workers Compensation and Auto Insurance.
5. Completed Form W-9
 - a) <https://www.irs.gov/pub/irs-pdf/fw9.pdf>
6. References
 - a) Please provide MFA with the names of at least three references who you have worked with during the past seven (7) years. Or, provide three letter of reference that includes contact the referrers information.

PART VI. BIDDING PROPOSALS/COMPENSATION

The Offeror may have an opportunity to place a competitive bid on projects for the counties in which the offeror expressed interest in working. Each individual project proposal must be all inclusive and must include the total hard costs, staff compensation, reasonable travel expenses and other "out-of-pocket expenses." Offeror must provide a breakdown for each line item as specified under each bidding opportunity. Each individual homeowner will be given the opportunity to review all proposals and select the contractor of their choice. If awarded a project, written agreements with the Offeror must reflect the all-inclusive costs proposed. For each project, contractors may be selected based on availability and other relevant factors.

Reimbursement will occur on a frequency outlined in written agreements with successful Offeror(s), memorialized in the Three-Party Agreement and may be staggered in phases to ensure successful

completion of each service as specified in the RFQ. Contractors may invoice weekly if needed. Complete and accurate invoices that include all supporting documentation that are submitted on or before 5:00pm on Mondays will be processed for payment by Friday. Additionally, contractors may elect to receive payments via ACH direct deposit in which additional paperwork and banking information will be required.

New Mexico Mortgage Finance Authority Management

Isidoro Hernandez, Executive Director/CEO

Arundhati Bose, Chief Financial Officer

Donna Maestas-De Vries, Chief Housing Officer

Jeff Payne, Chief Lending Officer

Kellie Tillerson, Director of Community Development

Exhibit A
Application

**Request for Qualification for
General Contractors and Trade Contractors for
Home Rehabilitation and Repair Programs**

Offeror must complete and submit the Application form with all required documents included in the *Offeror Application Checklist*. MFA staff will evaluate the application using the Minimum Qualifications and Requirements. Upon approval, the approved Contractor will be given the opportunity to bid on individual projects via the scope of work outlined by MFA's Project Manager. The bidding process for each unique and individual project will be competitive and bidding opportunities will be presented to multiple qualified contractors. After the period to bid on a project closes, per the HOME Investment Partnership Program federal regulations, each homeowner will review all submitted proposals and select the contractor of their choosing.

MFA staff may contact Offerors for clarification of the information provided in the application process.

Business Name _____

Location of Offeror' Main Office: _____

Federal Tax ID _____

Address _____

City _____ State _____ Zip _____

Contact Person _____ Title _____

Email _____ Phone _____ Fax _____

Business Type:

- General Contractor
- Electrical Contractor
- Plumbing Contractor
- Heating Contractor
- Roofing Contractor
- Other: _____

Which counties are you available to work in:

- Guadalupe
- Quay
- Harding
- Union
- Rio Arriba
- San Juan
- McKinley
- Los Alamos
- Statewide

I hereby attest that I/we have the ability to pay initial project costs, to be reimbursed no more than weekly. The below signature certifies that all information is true and correct and the individual signing has the authority to sign on behalf of the company.

Offeror's Signature: _____ Date: _____

Printed Name: _____ Title: _____

CONSTRUCTION AND REHABILITATION EXPERIENCE

Please provide the Names and years of experience for individuals that will be managing the Home Rehabilitation and Repair Projects.

Name	Years of Experience	Capacity/Role

Provide a minimum of 3 references for work you have performed in a client’s home. Please note that we will contact the references below. In lieu of providing contact information, you may also include signed letters of reference instead.

Clients Name	Clients Phone Number or Email Address	Year Construction/ Rehab was completed

List Construction &/or Rehabilitation Projects

Please provide a list of projects that Offeror has completed in the last 3 years.

Project Location/Description	Date Completed

Exhibit B
Conflict of Interest

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

- b. 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 (3) years.

- c. Offeror shall at all times conduct itself in a manner consistent with MFA's Third-Party Code of Conduct and MFA's Anti-Harassment Policy. A copy of MFA's Third-Party Code of Conduct and MFA's Anti-Harassment Policy is posted on the MFA website for review at <http://www.housingnm.org/rfp>. Upon request by MFA, Offeror shall disclose information relating to conflict or potential conflicts of interest.

- d. Offeror shall be an Equal Opportunity Employer and comply fully with all government regulations regarding nondiscriminatory employment practices.

By signing the below, I certify that I am in compliance with the above statements.

Applicant Signature: _____

Application Date: _____

Exhibit C
MFA Anti-Harassment
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/CEO, 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:
<https://housingnm.org/rfps/rfps-rfq>
 - 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.

By signing the below, I am certifying that I am in compliance with the above statement.

Offeror Signature: _____

Application Date: _____

Offeror Application Checklist

Required documents need to be submitted with the Application. Failure to provide all required documentation affects eligibility.

✓	Required Documents
	Signed Application (Exhibit A)
	Signed Conflict of Interest (Exhibit B)
	Signed Third-Party Code of Conduct (Exhibit C)
	NM Contractors License The Offeror must provide and maintain evidence of a current construction contractors license in the state of New Mexico and be in good standing pursuant to the relevant licensing laws.
	Insurance Bonds The Offeror must be bonded with general liability, workers compensation and auto insurance and provide evidence of said insurance.
	Form W-9 https://www.irs.gov/pub/irs-pdf/fw9.pdf The Offeror must provide a current copy of an executed W-9 for the business.