



# NEW MEXICO MORTGAGE FINANCE AUTHORITY REQUEST FOR PROPOSAL

Pilot Recovery Housing Program (RHP)  
FY2020/FY2021



Welcome and thank you for your interest in responding to MFA's Pilot Recovery Housing Program (RHP) Request for Proposal (RFP). MFA is committed to choosing the most qualified Offerors and this information will provide the best opportunity to do so.

**Part I – General information**

The general information in the RFP provides background information about MFA, general proposal requirements and RFP standards.

**Part II – Program-Specific Criteria**

Part II of the RFP requires responses from the Offeror. It is designed to provide program-specific criteria such as program background; purpose of the RFP; mandatory RFP training; Q & A information; performance agreement terms; timelines; minimum qualifications and requirements; evaluation criteria; program standards and compliance with federal requirements and RHP Forms and certifications if applicable.

NOTE: Offerors are prohibited from approaching members of the MFA Board or MFA Employees regarding this RFP. Attempts by Offerors to contact any of the listed party's may result in the rejection of their proposal.

In an effort to provide clarification or answers to questions in this RFP, an FAQ link will be available on MFA's website after the mandatory 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 New Mexico Mortgage Finance Authority (MFA) is a governmental instrumentality, separate and apart from the state, created by the Mortgage Finance Authority Act, NMSA 1978, § 58-18-1 et seq. (the “MFA Act”) and pursuant to the Affordable Housing Act, NMSA 1978, §6-27-1 et seq. (the “Act”), 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 and minority businesses, women-owned business enterprises and/or labor surplus area firms (collectively Disadvantaged Business Enterprises [DBE]) shall have every opportunity to participate in submitting proposals and providing services. DBE businesses are encouraged to submit proposals. MFA will not discriminate against any business on grounds of race, color, religion, gender, national origin, age, or disability. It is MFA’s policy that suppliers of goods or services adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire and promote regardless of race, color, religion, gender, national origin, age, or disability.

#### 1.2 PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals, in accordance with MFA’s Procurement Policy, from qualified applicants, which by reason of their skill, knowledge, and experience are able to furnish services for MFA in connection with the program for which they are applying (“Offerors”).

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 C.F.R. 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 5 p.m. Mountain Time on the deadline of the proposal outlined in **Part II Section 9, Timeline** of the RFP. Proposals shall be sent by email to [tgarcia@housingnm.org](mailto:tgarcia@housingnm.org) with a subject line of “Proposal to Offer Services – Pilot Recovery Housing Program.”

Proposals received after the proposed due date outlined in **Part II Section 9, Timeline** will not be considered for funding.

#### 2.2 PROPOSAL TENURE

All proposals shall include a statement that the proposal shall be valid until performance agreement award, but no more than ninety (90) calendar days from the proposal due date.

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## 2.3 PROPOSAL FORMAT

Electronic proposals should be submitted as a **single** PDF file sized to be printable on standard 8 ½ x 11 paper **with tabs/bookmarks** identifying each Minimum Qualifications and Requirements item and evaluation criteria item within the PDF.

- ◆ Proposals (RFP) and forms may be downloaded from MFA’s website: <https://housingnm.org/rfps/rfps-rfqs>
- ◆ Offeror(s) must submit **one copy** of its most recent agency financial audit FY2020 or a letter from MFA indicating that we have already received and approved your audit.
- ◆ Offeror(s) must submit **one electronic copy** of the proposal form and all required schedules and attachments.

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## 2.4 IRREGULARITIES IN PROPOSALS

Proposals must include the program-specific forms attached to this proposal package and all schedules and attachments pertaining thereto. **No substitutions will be accepted**

MFA may waive technical irregularities in the form of proposal of any Offeror selected for award, which do not alter the price, quality or quantity of the services offered. Note that the required date and time of proposal submission as indicated herein, in **Part II Section 9, Timeline**, cannot be waived under any circumstances.

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## 2.5 EVALUATION OF PROPOSALS

Proposals that meet the Minimum Qualifications and Requirements eligibility criteria outlined in **Part II, Section 10**, will be evaluated by an internal review committee of MFA staff using the scoring criteria as described in **Part II Section 11, Evaluation Criteria**. The review committee will present award recommendations to MFA management and MFA’s Board as required under MFA’s Delegations of Authority. Final selection will be made by MFA’s Board of Directors at the regularly scheduled monthly meeting.

MFA does not guarantee and is not obligated to make an award. Awards will be based on availability of funds, Offeror’s demonstrated need, Offeror’s score on the scoring criteria and for any of the other reasons set forth herein.

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## 2.6 DEFICIENCY CORRECTION PERIOD

Upon receipt of all timely submitted proposals, MFA staff members will review all proposals to verify that all are complete in accordance with the requirements of this RFP. Should any proposal be missing an item required under **Part II Section 10, Minimum Qualifications and Requirements**, it will be deemed incomplete. MFA will notify Offerors at the outset of the deficiency correction period if any information is required for Offeror to correct a deficiency related to an item required under **Part II Section 10, Minimum Qualifications and Requirements**. 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 only missing or incomplete items required in the **Minimum Qualifications and Requirements** section of this proposal.

MFA shall communicate proposal deficiencies to each Offeror’s designated contact person via email pursuant to the timeline outlined in **Part II, Section 9, Timeline** of this RFP. Applicants must correct all

deficiencies within the deficiency correction period outlined in **Part II, Section 9, Timeline** of this RFP. **All items must be submitted no later than 5 p.m. Mountain Time on the due date.** If the information requested is not provided within the timeframe provided or is submitted, but remains deficient, the proposal will be rejected without any further review.

Upon expiration of the deficiency correction period, MFA will not accept Offeror's submission of any items still missing from the proposal.

### 3. RFP Standards

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#### 3.1 PROTEST

Any Offeror who is aggrieved in connection with this RFP or the notification of preliminary selection under this RFP may protest to MFA. A protest must be based on an allegation of the failure of MFA to adhere to the evaluation process as designated in the RFP. The protest must be written and addressed to MFA's contact person shown below:

Theresa Laredo-Garcia, Program Development Manager  
New Mexico Mortgage Finance Authority  
344 Fourth Street, SW  
Albuquerque, NM 87102

The protest must be delivered to MFA within five business days after the preliminary notice of award. Upon the timely filing of a protest, MFA's contact person shall give notice of the protest to all Offerors who appear to have a substantial and reasonable prospect of being affected by the outcome of the protest. The Offerors receiving notice may file responses to the protest within five business 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. No appeal of the determination of the protest shall be allowed. Offerors or their representatives shall not communicate with MFA's Board of Directors or any MFA staff member 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 MFA staff during any portion of the RFP review process or does not follow the prescribed proposal and protest process.

#### 3.2 RFP REVISIONS

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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 mandatory RFP Training at the email Offeror uses to sign up for the training.

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### 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.

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### 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 responsive 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 failure of an Offeror to promptly supply information in connection with an inquiry concerning responsibility is grounds for a determination that the Offeror is not a Responsible Offeror.

Successful Offeror(s) will be required to enter into a performance agreement in substantially the form found at <https://housingnm.org/resources/rhp>, provided however, that MFA reserves the right to make any changes it deems necessary, in its sole discretion, to the form of performance agreement found at the above referenced link.

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### 3.5 CANCELAN 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.

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### 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 performance agreement between MFA and the Offeror whose proposal is accepted by MFA.

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### 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. After 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.

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### 3.8 CODE OF CONDUCT

No Board member or employee or management of MFA shall have any direct or indirect interest in any contract with the Offeror nor shall any contract exist between Offeror or its affiliate and any MFA Board member or employee that might give rise to a claim of conflict of interest. Any violation of this provision



will render void any contract between MFA and the Offeror for which MFA determines that a conflict of interest exists as herein described, unless that contract is approved by a disinterested majority of all the Board of Directors of MFA after full disclosure, in accordance with MFA's Conflict of Interest Policy.

Offeror shall provide a statement disclosing any political contribution or gift valued in excess of \$250 (singularly or in the aggregate) made by Offeror or on Offeror's behalf to any elected official of the state of New Mexico currently serving or who has served on MFA's Board of Directors in the last three years.

Offeror shall warrant that it has no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the performance agreement entered into with MFA pursuant to this RFP. Offeror shall at all times conduct itself in a manner consistent with MFA's Third-Party Code of Conduct. A copy of MFA's Third-Party Code of Conduct is posted on MFA's website for review at [https://housingnm.org/uploads/documents/Third\\_Party\\_Code\\_of\\_Conduct.pdf](https://housingnm.org/uploads/documents/Third_Party_Code_of_Conduct.pdf). Upon request by MFA, Offeror shall disclose information MFA may reasonably request relating to conflicts or potential conflicts of interest.

After award, all proposals and documents pertaining to the proposals will be open to the public for inspection and copying pursuant to MFA's Request to Inspect Documents policy.

If MFA receives a request for inspection of its records which would require the disclosure of information identified by Offeror as confidential information, MFA will examine the Offerors' request for confidentiality and make a written determination that specifies which portions of the proposal, including any information identified by Offeror as confidential information shall be disclosed. MFA will provide the Offeror with a written notice of determination which details which information MFA intends to disclose and the date it shall disclose such information.

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## PART II: PROGRAM-SPECIFIC CRITERIA

### 4. Program Background

The Federal Register Notice No. FR-6225-N-01 and updated Program Notice FR-6265-N-01 describe the program rules, waivers, and alternative requirements that apply to activities authorized under Section 8071 of the SUPPORT for Patients and Communities Act, (“SUPPORT Act”) entitled Pilot Program to Help Individuals in Recovery from a Substance Use Disorder (SUD) become stably housed, herein referred to as the Recovery Housing Program, or RHP. The pilot program authorizes assistance to grantees (states and the District of Columbia) to provide stable, temporary housing to individuals in recovery from a substance use disorder. The assistance is limited, per individual, to a period of not more than **two** years or until the individual secures permanent housing, whichever is earlier. The pilot program would support individuals in recovery onto a path to self-sufficiency. By providing stable housing to support recovery, RHP aims to support efforts for independent living. More specifically, RHP would provide the funds to develop housing or maintain housing for individuals. To maximize and leverage these resources, grantees should coordinate RHP funded projects with other Federal and non-federal assistance related to substance abuse, homelessness and at-risk of homelessness, employment, and other wraparound services.

- Individual in Recovery: A person that is in the process of change to improve their health and wellness, live a self-directed life, and strive to reach their full potential.
- Substance Use Disorder: As defined by Substance Abuse and Mental Health Services Administration (SAMHSA) - the recurrent use of alcohol and/or drugs causing clinically significant impairment, including health problems, disability, and failure to meet major responsibilities at work, school, or home.
- Recovery Residence: A recovery residence may be a single-family home or apartment that provides a safe, healthy, and substance-free living environment for persons recovering from a substance use disorder. Recovery residences generally provide peer support and a connection to services that promote long-term recovery.

The Department of Finance and Administration – Local Government Division (DFA-LGD) provides authorization to the New Mexico Mortgage Finance Authority (MFA) to administer RHP to include the development of an action plan that meets all RHP requirements and policies and procedures for implementation, oversight, and reporting of RHP activities to ensure compliance with program requirements.

The RHP Action Plan will guide the use of a maximum of \$940,000 of the FY2020 and \$902,621 of the FY2021 RHP funding received by the State of New Mexico through the U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) Program for the period July 1, 2021, through September 1, 2027

A more complete description of RHP requirements may be found at the HUD Exchange website at <https://www.hudexchange.info/programs/rhp/>.

## 5. Purpose of RFP

This Request for Proposal (RFP) is issued pursuant to MFA's Procurement Policy to solicit proposals from qualified Offerors capable of providing Recovery Housing Services to eligible individuals. Selected Offerors will be eligible to receive funding for FY2020 and FY2021 in accordance with HUD's Notice of Waivers and Alternative Requirements for the Pilot Recovery Housing Program and all applicable federal guidelines.

The method of distribution for RHP funds will be through MFA's RFP process which is a competitive process available to eligible Offerors.

RHP funding for FY2020 and FY2021	
Year	Total RHP Award
2020	\$340,000*
2021	\$902,621

\*Second Round funding availability adjusted by first round award

MFA may use up to five (5) percent of the total awards for administrative costs. The remaining funds will be distributed to eligible awardees for *Acquisition of Real Property*.

Offerors may not obligate funds, incur expenses, or otherwise implement program services prior to execution of a performance agreement 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

Optional Training for all potential Offerors will be provided by video in the following link: <https://housingnm.org/resources/rhp-action-plan>

Questions pertaining to the RFP will only be answered through the process outlined in **Part II Section 7, RFP Q&A**.

## 7. RFP Q & A

Questions pertaining to this RFP and Offeror proposals must be submitted via MFA's website at <https://housingnm.org/rfps/rfps-rfq> for Recovery Housing Program (RHP). Select the RHP-RFP and type in your question(s) and submit. Questions will be checked daily, and responses will be posted as indicated in **Part II Section 9**. The FAQ will open immediately following the RFP training and will close four days prior to the RFP due date (see **Part II Section 9, Timeline** for further details). To submit your questions, scroll down to the "Frequently Asked Questions (FAQ)" section, enter your name, email address, and type your question in the "Question" box. Type the word in the CAPTCHA box and click on "Submit." Answers to all questions will be posted on the three dates listed in **Part II Section 9, Timeline**.

## 8. Performance Term Agreement

The successful Offeror will enter into a performance agreement with MFA for services to be performed. The term of the performance agreement begins on the date the agreement is signed to June 30, 2027.

Funds must be expended according to expenditure deadlines of the RHP. Dates are based on availability of funds for release from each funding source. Only expenses incurred on or after the effective date of the performance agreement are allowable.

In the event an awardee of this RFP is deemed not qualified to administer the program due to contractual non-compliance, MFA may negotiate with another program awardee without issuing another RFP or issue an RFP for the specific area that is being served by the non-qualified agency. MFA may also issue an RFP during the performance agreement term for any new areas to be served based on the availability of additional funds.

The performance agreement(s) between MFA and successful Offeror(s) shall be for award amounts. All payments by MFA shall be made on an actual reimbursement basis.

## 9. Timeline for RFP

Activity	Date
Request for Proposal (RFP) Release Date	<b>April 21, 2022</b>
RFP FAQ's Answered	April 25, 2022
RFP FAQ's Answered	April 27, 2022
RFP FAQ's Answered/FAQ Submission Closes	April 29, 2022
RFP Proposals due to MFA	<b>May 4, 2022</b>
MFA to notify Offerors of Deficiency Items	May 6, 2022
Deadline for Corrections to Deficiency Items	May 11, 2022
Preliminary Award Letters to Agencies	<b>May 25, 2022</b>
Protest Period Begins	May 26, 2022
Protest Period Ends	May 31, 2022
Award Recommendations to MFA Board	<b>June 15, 2022</b>
Final Notification of Awards (Upon Board Approval)	June 16, 2022
Performance Agreements sent to Service Providers	June 30, 2022,

The RHP timeline may be subject to change. Should revisions or additional information be necessary to clarify timelines of this RFP, a notice of revisions as applicable, will be provided to all Offerors via MFA's website and via email to each person who attended the mandatory RFP Training at the email Offeror used to sign up for the training.

## 10. Minimum Qualification and Requirements

Offeror must meet the basic eligibility criteria specified here in **Part II Section 10, Minimum Qualifications and Requirements** in order to be considered for funding.

1. Offeror must upload a single PDF of its proposal including all required schedules and attachments as outlined in **Part I Section 2.3, Proposal Format**.
2. Offeror must be **one** of the following entities:
  - a. A nonprofit organization with 501(c)(3) status, (provide proof), with a primary

mission of providing recovery housing services to individuals who are impacted by substance use disorder.

- b. A unit of general-purpose local government; or
  - c. A tribal government.
3. If Offeror is a nonprofit organization Offeror must submit proof of current registration as a charitable organization with the New Mexico Attorney General's Office or proof of exemption therefrom. Registration/verification may be obtained at <https://secure.nmag.gov/coros/>. Verification should be in the form of the first page of the "NM Charitable Organization Registration Statement.
  4. Offeror must be in "good standing" as of the date this RFP was 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 <https://sam.gov/content/status-tracker> and [https://www5.hud.gov/ecpcis/main/ECPCIS\\_List.jsp](https://www5.hud.gov/ecpcis/main/ECPCIS_List.jsp) documenting search for Offeror's name **and** executive director's name, as proof of compliance. The search must be dated within 30 days of the proposal date.
  5. Offeror must provide one copy of an independent Certified Public Accountant (CPA)'s auditor's 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. 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 and/or management response to concerns noted in the management letter.
    - If any findings, no submission of management response to findings.
  6. Local public bodies (housing authorities, local governments) must conduct annual independent financial audits by a certified auditor that has been approved by the New Mexico State Auditor's Office and is on the State Auditor's list.
  7. Offeror must provide information and data to prove that the Offeror's financial resources, are adequate to make satisfactory delivery of the services described in this RFP.
  8. Offeror must provide proof of insurance coverage, through a Commercial General Liability

Insurance policy, as outlined in **Part I Section 3.4, Responsibility of Offerors**.

9. **Offeror's Certification** must be signed by an authorized official (form provided, **Part II Section 15, RFP Forms**) and submitted with application.
10. **Offeror's Reputation Certification** must be submitted in which Offerors must describe any material, current or pending litigation, administrative proceedings or investigations that could impact the reputation or financial viability of the Offeror (form provided, **Part II Section 15, RFP Forms**).
11. **New Mexico Mortgage Authority's Third-Party Code of Conduct** must be signed by an authorized official (form provided, **Part II Section 15, RFP Forms**) and submitted with application.
12. Offeror must list all funding sources, to include the amounts received from each entity, for the last two years.
13. Offeror must provide the most recent monitoring reports from all funding sources verifying that Offeror is in good standing with all funders.
14. Offeror must provide an Executive Summary with application (not to exceed 2 pages).
15. Offeror must provide their agency's Mission Statement with application (not to exceed 1 page).

## 11. Evaluation Criteria

MFA will award a performance agreement to the Offeror[s] whose proposals score the highest with respect to the evaluation criteria. **Proposals with an overall score below 60% will not be considered for funding.** Final award decisions will be made by MFA's Board of Directors.

### 11.1 SCORING CRITERIA

Category	Maximum Score
Project response to documented need/issue	15
Project response to units near service hub and underserved by Recovery Residences	10
Project provides safe, healthy, and sober living environment	10
Design of program that provides holistic, wrap around services	5
Project leverage of other resources	5
Low- moderate-income Individuals (LMI) benefit	10
Readiness to proceed and obligate and expend funds within 4 Months*	10
Community support for recovery housing	5
Coordination with state, local or regional service providers	5
Demonstrated data collection for outcomes	5
Project long term viability (reserves, cash flow coverage)	5
Project includes trained recovery housing staff (peer to peer)	5
Demonstrated capacity and experience to carry out the project	5
Project cost effectiveness and reasonability	5
<b>Total Points Possible</b>	<b>100</b>

\*Readiness to proceed and obligate funds within four months and close on the acquisition within six months unless specific permission is granted by FA which permission shall only be granted where a closing cannot occur due to matters outside of the control of the offeror.

<b><i>Project response to documented need/issue</i></b>	<b>Possible Points: 15</b>
<p>Provide documentation confirming understanding the health and social needs of persons with substance use disorders (SUD) and is aware of nationally recognized models and interventions that address those needs.</p> <p>The data or statistics to demonstrate knowledge of population profile (demographics, social and health needs) including program, organizational, city/county, treatment/health system, criminal justice, housing, poverty, overdose, SUD prevalence, homelessness. 5 points _____</p> <p>Program activities including processes, tools, events, technology, and actions that are an intentional part of the program implementation demonstrate the project success to meet the intended program goals or results. 5 points _____</p> <p>Project documentation confirms the project will fulfill a verifiable need in the community with measurable results of projected outcomes including the number of individuals served. 5 points _____</p>	<p>_____ <b>Total Points</b></p>
<b><i>Project response to units near service hub and underserved by Recovery Residences</i></b>	<b>Possible Points: 10</b>
<p>Provide map to confirm project location and service hubs proximity:</p> <p>Projects without other recovery residences within 50 miles 5 points _____</p> <p>Projects with access to transportation, health care services and community-based services available within 10 miles 5 points _____</p>	<p>_____ <b>Total Points</b></p>
<b><i>Project provides safe, healthy, and sober living environment</i></b>	<b>Possible Points: 10</b>
<p>Provide documentation to confirm house rules and house meeting requirements. Include current policies and procedures for recovery housing residents. Policies and procedures must outline any drug screening and/or background requirements. 5 points _____</p>	<p>_____ <b>Total Points</b></p>

<p>Provide staff job description, staff ratios, staff roles and staff availability. Include current policies and procedures for recovery housing staff. Policies and procedures must outline staff protocol for resident interaction and any drug screening and/or background requirements.</p> <p>5 points _____</p>	
<b>Design of program that provides holistic, wrap around services</b>	<b>Possible Points: 5</b>
<p>Provide listing of services to be provided by staff or that may be accessible through other programs or partnerships to the recovery housing residents.</p> <p>5 points _____</p>	_____ <b>Total Points</b>
<b>Project leverage of other resources</b>	<b>Possible Points: 5</b>
<p>Provide documentation confirming existing program resources or other awards received to leverage the project including but not limited to:</p> <ul style="list-style-type: none"> <li>• Coordination of housing services and/or vouchers</li> <li>• Contract with Medicaid for billing</li> <li>• Other internal programs</li> <li>• Other funding awards or grants</li> </ul> <p>Documentation or evidence of partnerships with providers for:</p> <ul style="list-style-type: none"> <li>• Coordination of care with health services</li> <li>• Coordination with employment services</li> <li>• Coordination with specialty care</li> </ul> <p>5 points _____</p>	_____ <b>Total Points</b>
<b>Low- moderate-income Individuals (LMI) benefit</b>	<b>Possible Points: 10</b>
<p>Provide policies and procedures to ensure LMI compliance</p> <p>5 points _____</p> <p>Provide references or information to confirm experience calculating household income and compliance with Area Median Income (AMI) Requirements</p> <p>5 points _____</p>	_____ <b>Total Points</b>
<b>Readiness to proceed and obligate and expend funds within 4 Months</b>	<b>Possible Points: 10</b>
<p>Project timeline demonstrates the purchase or real property will occur within 4 months from the date of the signed agreement and to close on the acquisition within six months unless specific permission is granted by MFA which permission shall only be granted where a closing cannot occur due to matters outside the control of offeror.</p> <p>10 points _____</p>	_____ <b>Total Points</b>
<b>Community support for recovery housing</b>	<b>Possible Points: 5</b>
<p>Letters of support are provided by key stakeholders</p> <p>1 point _____</p>	_____ <b>Total Points</b>



Evidence of community outreach letters/communications 1 point _____	
Evidence of community/stakeholder meetings 1 point _____	
Partnerships with community groups addressing this population 1 point _____	
Other Community support for Recovery Housing 1 point _____	
<b>Coordination with state, local or regional service providers</b>	<b>Possible Points: 5</b>
Existing contracts and/or Memorandum of Understanding (MOU) with local and regional entities 5 points _____	_____ <b>Total Points</b>
<b>Demonstrated data collection for outcomes</b>	<b>Possible Points: 5</b>
Provide data to support the projected outcomes of the project. 5 points _____	_____ <b>Total Points</b>
<b>Project long term viability (reserves, cash flow coverage)</b>	<b>Possible Points: 5</b>
Evidence or proforma the project costs will be substantially fulfilled by all sources of project funding to projects needs for long term viability. Documentation should include forecasts of costs and expenses incurred of the life of the project through the affordability period. 5 points _____	_____ <b>Total Points</b>
<b>Project includes trained recovery housing staff (peer to peer)</b>	<b>Possible Points: 5</b>
Provide resumes of management and recovery housing staff 5 points _____	_____ <b>Total Points</b>
<b>Demonstrated capacity and experience to carry out the project</b>	<b>Possible Points: 5</b>
<u>Years of experience: 3 points possible</u> Years in experience in recovery housing: 0-2 years 1 point _____ Years in experience in recovery housing: 3-5 years 2 points _____ Years in experience in recovery housing: 6+ years 3 points _____  <u>Established partnerships: 2 point possible</u> The organization is connected to persons who can refer to the program 1 point _____ The organization is connected to other programs in the	_____ <b>Total Points</b>

continuum of care 1 point _____	
<b>Project cost effectiveness and reasonability</b>	<b>Possible Points: 5</b>
Provide appraisal and proposed real property acquisition cost. 5 points _____	_____ <b>Total Points</b>

## 12. Program Standards

### Beneficiary Eligibility

Offeror must ensure and certify that it is complying with each of the following criteria:

- (1) RHP funds will be used solely for to provide individuals in recovery from a substance use disorder stable, temporary housing for a period of not more than 2 years or until the individual secures permanent housing, whichever is earlier.
- (2) RHP funds will provide maximum feasible priority to low – and moderate- income individuals and families
- (3) Agencies awarded RHP funds for the Acquisition of Real Property will be required to place a Land Use Restriction Agreement (LURA) on each project and/or property purchased with RHP funds for a period of 30 years.

### Eligible Activities

Eligible activities under this RFP are limited to:

- Acquisition of Real Property

Under this RFP, the service provider is responsible for the entire process; from the project acquisition to ensuring the project is placed in service for Recovery Housing.

### Compliance with RHP

Service Provider is responsible for processing compliance as outlined in MFA's Recovery Housing Program Policies and Procedure Manual.

## 13. Compliance with Other Federal Requirements

Offerors must comply with all applicable federal, state, and local codes, statutes, laws, and regulations which include, but are not limited to:

- CDBG Regulations (24 CFR 570.501(b))
- Regulations of the U.S. Department of Housing and Urban Development found at (24 CFR Part 570)
- Office of Management and Budget (2 CFR 200)
- 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.)
- Americans 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 11525, 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 (Uniform Physical Condition Standards) (24 CFR Part 5.703)(24 CFR 92.251)
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended by 42 USC 4601 and the regulations at 49 CFR Part 24, Subpart C
- Debarment & Suspension (Executive Order 12549, 51 Fed. Reg. 6370)
- Affirmative Outreach (24 CFR 576.407)
- Participation in HUD programs by Faith-Based Organization (24 CFR 5.109)

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.

## **14. Mortgage Finance Authority Board Members/Management**

### **Board Members**

Chair, Angel Reyes - President, Centinel Bank, Taos  
 Vice Chair, Derek Valdo - Chief Executive Officer, AMERIND Risk  
 Ex Officio Member, Howie Morales - Lieutenant Governor  
 Ex Officio Member, Hector Balderas - Attorney General  
 Ex Officio Member, Tim Eichenberg – State Treasurer  
 Member, Rebecca Wurzbarger – W2 Construction Management LLC  
 Member, Patricia A Sullivan – PhD, Associate Dean, Outreach, and Recruitment

### **Management**

Executive Director/ Chief Executive Officer, Isidoro Hernandez  
 Chief Housing Officer, Donna Maestas-De Vries

Chief Financial Officer, Lizzy Ratnaraj

Chief Lending Officer, Jeff Payne

## 15. RFP Forms

As outlined in **PART I Section 2.3, Proposal Format**, the following program-specific forms must be included with the proposal. **No substitutions will be accepted.**

- RHP Submission Checklist
- Offeror's Certification
- Board of Directors
- Offeror's Reputation Certification
- New Mexico Mortgage Finance Authority Third-Party Code of Conduct

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

<https://housingnm.org/resources/rhp-action-plan>

## RECOVERY HOUSING PROGRAM SUBMISSION CHECKLIST

AGENCY: \_\_\_\_\_

### MINIMUM QUALIFICATIONS AND REQUIREMENTS

Initial	Item Required
	Completed proposal application (Form provided)
	Electronic Proposal – submitted as a <b>single</b> PDF file sized to be printable on standard 8 ½ x 11 paper <b>with tabs/bookmarks</b> identifying each Minimum Qualification and Requirements item and evaluation criteria item within the PDF
	Proof of 501(c)(3) status, by letter of support, or proof of status as a government agency
	Proof of current registration as a charitable organization with the NM 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 <a href="http://www.sam.gov">www.sam.gov</a> within 30 days of the application date.
	One copy of the agency's most recent fiscal agency financial audit FY2020 or a letter from MFA indicating that we have already received and approved your audit.
	Offeror's Certification signed by authorized official (Form provided)
	Offeror's Reputation Certification in which Offeror must describe any material, current or pending litigation, administrative proceedings or investigations that could impact the reputation or financial viability of the agency. (Form provided)
	Complete list of current funding sources, with amounts from each entity, for last two years
	Most recent monitoring letters from all funders' showing Offeror is in good standing
	Evidence of coordination with other targeted recovery housing services (MOU, letter of agreement, etc.)
	Executive Summary (not to exceed 2 pages)
	Offeror's Mission Statement (not to exceed 1 page)
	Up-to-date resumes of the Executive Director, Finance Director, and Program Manager to demonstrate the administrative and financial management capacity necessary to accept and account for the use of public funds
	Description of Offeror's organizational and management structure (less than two pages)
	Offeror's Organization Chart
	Board-approved <i>Fiscal Policies and Procedures Manual</i> showing internal control for financial Management
	Offeror bylaws, including policy showing the board's responsibility for financial oversight
	Offeror's Board structure (Form provided)

(By initialing this list, Offeror certifies that all items listed above are enclosed, as defined in this RFP.)

## OFFEROR'S CERTIFICATION

\_\_\_\_\_ ("Offeror") is submitting a proposal to the Mortgage Finance Authority ("MFA") to be considered for funding from the Recovery 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 will abide by HUD's Section 3 Economic Opportunity Compliance Policy, which can be found at <https://www.hud.gov/section3#:~:text=The%20Section%203%20program%20requires,and%20to%20businesses%20that%20provide>.

It understands that MFA will monitor its performance and compliance.

It is in good standing with all its funding sources.

It complies with MFA's Third-Party Code of Conduct, Equal Employment Law, and all government regulations regarding nondiscriminatory employment practices.

It understands and represents that any performance agreement 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, if applicable.

This proposal shall be valid until performance agreement award or ninety (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 \_\_\_\_\_

## BOARD OF DIRECTORS

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.)



**OFFEROR'S REPUTATION CERTIFICATION**

Offeror \_\_\_\_\_

Describe any current or pending litigation, allegations, administrative proceedings, or investigations by any party, including any regulatory agency or funding entity, which could potentially impact the reputation or financial viability of the Offeror. *(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 OFFEROR.

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

Signature\_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## NEW MEXICO 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/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 practical 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/Third\\_Party\\_Code\\_of\\_Conduct.pdf](https://housingnm.org/uploads/documents/Third_Party_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 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

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By: NAME

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Date

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Signature