

NEW MEXICO MORTGAGE FINANCE AUTHORITY

REQUEST FOR PROPOSAL

MFA Architectural Review and Construction Inspection Services

Program Year 2020/2021



June 1, 2020



Welcome and thank you for your interest in responding to MFA's Architectural Review and Construction Inspection Services Request for Proposals (RFP). MFA is committed to choosing the best qualified Offerors and this information will provide the best opportunity to do so.

Part I – General Information

The general information part of the RFP provides background information about MFA, general proposal requirements and RFP standards. It is provided to the Offeror for informational purposes only.

Part II – Program-Specific Criteria

Part II of the RFP requires responses from the Offeror. It is designed to provide program specific criteria such as program background, purpose of the RFP, RFP training, Q & A information, performance agreement terms, timelines, minimum qualifications, geographic area to which the RFP would apply, evaluation criteria, program standards and compliance with federal requirements.

In an effort to provide clarification or answers to this RFP, an FAQ link will be available on MFA's website after the RFP training. Please refer to the timeline noted in Part II for the training date.

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PART I: GENERAL INFORMATION

1 BACKGROUND INFORMATION

1.1 INTRODUCTION

New Mexico Mortgage Finance Authority (MFA) is a governmental instrumentality, separate and apart from the state, created by the Mortgage Finance Authority Act, N.M. Stat. Ann. Sections 58-18-1, et seq. (1978) for the purpose of financing affordable housing for low- and moderate-income New Mexico residents. MFA will endeavor to ensure, in every way possible, that small, women-owned business enterprises and/or labor surplus area firms (collectively Disadvantaged Business Enterprises [DBE]) shall have every opportunity to participate in submitting proposals and providing services. DBE businesses are encouraged to submit proposals. MFA will not discriminate against any business on grounds of race, color, religion, gender, national origin, age or disability. It is MFA's policy that suppliers of goods or services adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire and promote regardless of race, color, religion, gender, national origin, age or disability.

1.2 PURPOSE

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

2 GENERAL PROPOSAL REQUIREMENTS

2.1 PROPOSAL SUBMISSION

All Offeror proposals must be received for review and evaluation to MFA by 4 p.m. Mountain Time on the deadline of the proposal as outlined in Part II Section 8, Timeline of the RFP. Proposals shall be submitted electronically, by uploading to MFA's secure File Transfer Site: <https://mfa.internal.housingnm.org/FileTransferHD>.

Proposals received after the proposed due date outlined in the timeline will not be considered for funding.

2.2 PROPOSAL TENURE

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

2.3 PROPOSAL FORMAT

Proposals should be uploaded as a single, bookmarked PDF to MFA's file sharing site: <https://mfa.internal.housingnm.org/FileTransferHD/>.

In order to utilize the site, Offerors must register for an account and be approved by MFA. In the request, Offerors must select “Architectural Review and Construction Inspection Services RFP” as the “Project”.

Uploaded documents cannot be deleted by the user, if there are duplicate documents, MFA will utilize the most recent upload as the proposal.

2.4 IRREGULARITIES IN PROPOSALS

MFA may waive technical irregularities in the form of proposal of any Offeror selected for award, which do not alter the price, quality or quantity of the services offered. **Note especially that the date and time of proposal submission as indicated herein, in Part II Section 8, Timeline, cannot be waived under any circumstances.**

2.5 EVALUATION OF PROPOSALS

Responses will be evaluated by an internal review committee consisting of MFA staff using the scoring criteria as described in Part II Section 12, Evaluation Criteria. The review committee will present award recommendations to MFA management and MFA’s Board of Directors. 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, and Offeror’s score on the scoring criteria and/or for any of the other reasons set forth herein.

MFA is exempt from New Mexico’s Procurement Code, NMSA 1978, Section 13-1-1 et seq. MFA will, however, follow the procurement process set forth in the Code subject to MFA’s Policies and Procedures Manual, Section 3, Procurement Policies, and this RFP.

2.6 DEFICIENCY CORRECTION PERIOD

Upon receipt of all timely submitted proposals, MFA staff members will review all proposals to verify that all are complete in accordance with the requirements of this RFP. Should any proposal be missing a threshold requirement in the RFP, it will be deemed incomplete. MFA will notify Offerors if any corrections are needed during the deficiency period. The deficiency correction period may not be used to increase the Offeror’s score. Items eligible for correction or submission during the deficiency correction period include missing or incomplete items required in the Minimum Qualifications and Requirements section of this proposal.

MFA shall communicate proposal deficiencies to each Offeror’s designated contact person within seven calendar days of the RFP proposal submission date via e-mail. Applicants shall have five business days after the date of the e-mail delivery notice to submit the required information. All items must be submitted no later than 4 p.m. Mountain Time on the due date. The response due date will be noted on the deficiency notice. If the information requested is not provided within the timeframe provided or is submitted, but remains deficient, the proposal will be rejected without any further review.

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

3 RFP STANDARDS

3.1 PROTEST

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

Housing Development Department
Tax Credit Program Officer
New Mexico Mortgage Finance Authority
344 Fourth Street, SW
Albuquerque, NM 87102

3.2 RFP REVISIONS AND SUPPLEMENTS

Should revisions or additional information be necessary to clarify any provision of this RFP, the revision or additional information will be provided to all offerors via MFA's website.

3.3 INCURRED EXPENSES

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

3.4 RESPONSIBILITY OF OFFERORS

Per NMSA 1978, Section 13-1-82. A "Responsible bidder" is a "bidder who submits a responsive bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction or items of tangible personal property described in the invitation for bids."

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.

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 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 seven years after the expiration date or termination date of the agreement, whichever is later.

Cost Reimbursements/Budget. Payment under cost reimbursable contract provisions shall be made upon MFA's receipt from the 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.

Liability Insurance Coverage Requirements. The Offeror shall, at a minimum, purchase and maintain statutory limits of Worker's Compensation, Public Liability and Automobile Liability Insurance at the time of contract award. The Offeror shall maintain general liability insurance and excess general liability insurance, in coverage amounts that meet or exceed the following minimum limits:

\$750,000 Per Occurrence
\$750,000 Policy Aggregate
\$750,000 Personal/Bodily Injury

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. MFA shall be included as a loss payee and as an additional named insured on all applicable liability policies. The Offeror shall furnish MFA with certificates of insurance with the contract documents and prior to the commencement of work

Privacy and Confidentiality. The Offeror shall exert all reasonable effort to advise MFA at the time of delivery of data furnished under this Agreement, of all invasions of the right of privacy contained therein, and of all portions of such data copied from work not composed or produced in the performance of this Agreement and not licensed under this Agreement. Offeror shall indemnify and hold MFA harmless from and against any loss, cost, liability, or expense arising out of the violation or alleged violation of any patent, copyright, trade secret or other property right of any third party.

Equal Opportunity Data. The Offeror will maintain data relative to "Equal Opportunity" as related to Minority Business Enterprises ("MBE") and Women Business Enterprises ("WBE"). At a minimum, such data shall include the number and dollar value of MBE/WBE contracts and subcontracts awarded. This data is required to be reported to MFA annually in the format prescribed MFA and is due to MFA each year at a time to be determined by MFA in its sole discretion.

Termination for Cause. If, in the judgment of MFA, the Offeror, for any cause, fails or omits to carry out the Work in an acceptable manner MFA may give notice in writing of such failure or omission and of a reasonable time within which to cure the deficiency. The Successful Offeror shall take corrective measures within such time. The Successful Offeror's failure to comply with such notice and to cure the deficiency as provided in the notice shall subject this Agreement to immediate termination by MFA. In the event of a for-cause termination, MFA shall terminate this Agreement by delivering to Architect a written notice of termination. The effective date of termination shall be the date stated in the notice or, if no date is stated, then the date of delivery of the notice. Upon such termination, Successful Offeror shall deliver to MFA all design plans, construction estimates, drawings, documents, survey books, and all other materials developed under this Agreement. MFA shall then have the right to

retain the services of other design professionals to complete Successful Offeror's Work under this Agreement, and shall have no obligation to seek bids for that replacement design professional(s). The cost of completing Successful Offeror's Work under this Agreement shall be paid for by applying the balance of the contract amount remaining on this Agreement at the time of termination. If the cost to complete the Work under this Agreement is less than the remaining contract amount, the remaining contract amount shall be paid to Successful Offeror. If the cost of completing the Work under this Agreement exceeds the contract amount, then Successful Offeror shall pay MFA for the difference between the contract amount and the cost to complete Successful Offeror's Work.

Termination for convenience of MFA. On fifteen (15) business day's written notice to Successful Offeror, MFA may terminate this Agreement in whole or in part for its own convenience in the absence of termination for cause or any default of Successful Offeror. In the event of a termination for convenience, MFA shall terminate this Agreement by delivering to Successful Offeror notice of termination without cause specifying the extent to which performance of Work under this Agreement is terminated and the date upon which such termination becomes effective. Within ten (10) calendar days of the effective date of termination, Successful Offeror shall deliver to MFA all design plans, construction estimates, drawings, documents, survey books and any or all other materials developed under this Agreement. Upon delivery of such notice, Successful Offeror shall have the right to receive payment for services satisfactorily performed to termination date, including reimbursement then due.

All Offerors must be in good standing with MFA and all other state and federal affordable housing agencies. For example, debarment from HUD, MFA or other federal housing programs, bankruptcy, criminal indictments or convictions, poor performance on prior MFA or federally-financed Projects on the part of any Offeror may result in termination of this Agreement.

Independent Offeror. The Offeror, its agents and employees are independent contractors performing professional services for MFA and are not employees of MFA, or the state of New Mexico. The Offeror, its agents and employees, shall not accrue leave, retirement, insurance, bonding or any other benefits afforded to employees of MFA or the state of New Mexico.

Awards to Other Offerors. The Offeror shall not assign or transfer any rights, duties, obligations or interest in or to the proceeds of this Agreement without the prior written approval of MFA. If approved, any assignee will be subject to all terms, conditions and provision of this Agreement. No such approval by MFA of any assignment shall obligate MFA for payment of amounts in excess of the Program Funds. In accordance with 2 CFR 200.213, Offeror shall not make any awards or permit any award (subcontract or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible to participate in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."

Amendment. The Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

Scope of Agreement. The Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal, or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

Offeror Shall Not Bind MFA. Offeror shall not purport to bind MFA, its officers or employees nor the state of New Mexico to any obligation not expressly authorized herein unless MFA has expressly given Offeror MFA permission to do so in writing.

The Agreement shall be governed by the laws of the state of New Mexico and by applicable Federal law. The Offeror consents to the jurisdiction of the Courts of the state of New Mexico. If any term or provision of this Agreement shall be found to be illegal or unenforceable then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed to have no effect.

3.5 CANCELLATION OF RFP OR REJECTION OF PROPOSALS

This RFP may be canceled or any and all proposals may be rejected in whole or in part when it is in the best interest of MFA. In addition, MFA may reject any or all proposals which are not responsive. Offeror may also cancel or withdraw their proposal at any time during the proposal process.

3.6 AWARD NOTICE

MFA shall provide written notice of the award to all Offerors within 10 business days of the date of the award. The award shall be contingent upon successful negotiations of a final contract between MFA and the Offeror whose proposal is accepted by MFA.

3.7 PROPOSAL CONFIDENTIALITY

Until the award(s) are made and notice given to all Offerors, MFA will not disclose the contents of any proposal or discuss the contents of any proposal with an Offeror or potential Offeror, so as to make the contents of any offer available to competing or potential Offerors.

3.8 CODE OF CONDUCT

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

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

Offeror shall warrant that it has no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract entered into with MFA pursuant to this RFP. Offeror shall at all times conduct itself in a manner consistent with MFA's Code of Conduct and MFA's Anti-Harassment Policy. A copy of MFA's Code of Conduct and MFA's Anti-Harassment Policy is posted on MFA's website for review at <http://www.housingnm.org/rfp>. Upon request by MFA, Offeror shall disclose information MFA may reasonably request relating to conflicts or potential conflicts of interest.

3.9 CONFIDENTIAL DATA

Offerors may request, in writing, nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal to facilitate public inspection of non-confidential portions of the proposal. After award, all proposals and documents pertaining to the proposals will be open to the public. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as trade secrets under the Uniform Trade Secrets Act, §57-3A-1 *et seq.* NMSA 1978.

If a citizen of this state requests disclosure of data for which a request for confidentiality is made, MFA shall examine the request for confidentiality and make a written determination that specifies which portions of the proposal should

be disclosed and will provide the Offeror with written notice of that determination. Unless the Offeror protests within 10 calendar days of the notice, the proposal will be so disclosed.

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PART II: PROGRAM-SPECIFIC CRITERIA

4 PROGRAM BACKGROUND

The Low Income Housing Tax Credit (LIHTC) program was created in the Tax Reform Act of 1986 as an incentive for individuals and corporations to invest in the construction or rehabilitation of low-income housing. LIHTC provides the investor with a dollar-for-dollar reduction in personal or corporate federal income tax liability for a 10-year period for projects meeting the program's requirements.

In January 1997, MFA was designated by Governor Gary Johnson as the Housing Credit Agency (HCA) responsible for administering the LIHTC program in the state of New Mexico and allocating tax credits to eligible New Mexico projects. MFA awards tax credits to projects meeting its Project Selection Criteria and other requirements and monitors existing projects for compliance with the Internal Revenue Service (IRS) Code (IRC) Section 42.

MFA's Housing Development Department administers the allocation of tax credits. Overall responsibility extends to publishing the Qualified Allocation Plan; setting the allocation schedule; reviewing and ranking applications; recommending projects for MFA Board approval; processing carryover allocations; final allocation of tax credits by issuance of IRS Form 8609; annual notification to the IRS of program performance through submission of IRS Form 8610; and providing public information concerning the program.

MFA also provides gap financing for LIHTC and non-LIHTC projects, offering construction and permanent financing for all phases of multifamily and single family affordable housing project developments, including land and building acquisition, infrastructure development, rehabilitation and new construction. These financing sources include federal funds, including the National Housing Trust Fund (NHTF) and the HOME Investment Partnership (HOME) programs.

5 PURPOSE OF RFP

The purpose of this Request for Proposals (RFP) is to invite the submittal of qualification statements, in accordance with MFA Procurement Policy, from highly qualified, capable persons or firms, who by reason of their skill, knowledge, and experience are able to furnish MFA with architectural review and construction inspection services (Offeror) for LIHTC and non-LIHTC, MFA-financed projects, and who desire to be placed on our list of approved providers. The Minimum Qualifications and Requirements for this RFP are outlined in Part II of this RFP, below. Qualification statements must address all elements outlined in the Minimum Qualifications and Requirements of this RFQ.

6 RFP Q&A

Questions pertaining to this RFP must be submitted via the MFA website at <http://www.housingnm.org/rfp>. Under "Current RFPs" select "RFP to Provide Architectural Review and Construction Inspection Services." On the RFP-specific page, select the "Architectural Review and Construction Inspection Services FAQs" link. Questions will be



reviewed on a daily basis. The FAQ will open the day after the RFP is issued and will close on June 24, 2020. To submit your questions, scroll down to the “Ask a question” section, enter your name, e-mail address, and type your question in the “Question” box, type in the two words in the CAPTCHA box, and click on “Send my question.” MFA will make every attempt to answer questions within two business days.

7 CONTRACT TERM

Once an Offeror has been approved, MFA will issue an award letter. The contract will be effective from the day the contract is executed by both parties and will be effective for a two-year period of time. Contracts may be extended once, for up to a total period of 4 years.

8 TIMELINE

Activity	Date
MFA Published RFP	6/1/2020
RFP FAQ's on Website	6/1/2020
Deadline for Receipt of Proposals	7/1/2020
Deficiency Correction Period Begins	7/2/2020
Deficiency Correction Period Ends	7/9/2020
Preliminary Award Notice Sent to Offeror	7/16/2020
Protest Period Begins	7/16/2020
Protest Period Ends	7/21/2020
Present Award Recommendations to MFA Board	8/19/2020
Final Notification of Awards Upon Board Approval	8/19/2020
Contracts to Offerors	8/26/2020

9 MINIMUM QUALIFICATIONS AND REQUIREMENTS

Offerors must meet the basic eligibility criteria specified in the “Minimum Qualifications and Requirements” section of this RFP. In addition responses to the RFP must meet the requirements enumerated below. Waivers to “Proposal Requirements” may be approved by MFA’s Policy Committee. These criteria must be met by all Offerors to be considered for funding. Only those Offerors who meet the following minimum qualifications are eligible to submit a proposal pursuant to this RFQ:

1. Offeror must demonstrate that it has significant, current experience/knowledge in/of the development, design, renovation and construction of medium-to-large scale multifamily rental and/or single family development projects, preferably in New Mexico. Experience with federal housing subsidy programs is preferred. A minimum of three years’ experience with this work.
2. Offeror must be licensed/registered/certified in the state of New Mexico and in good standing pursuant to the relevant licensing laws.

A. Selected Offerors must also meet the following requirements:



1. Offeror or Offeror's family may not have any financial interest in any proposed project or development team¹ or undertaken prior work for a development team of a proposed project that is the subject of an engagement pursuant to this RFQ. Nevertheless, Offeror may still be included on the approved MFA list for architectural review and construction inspection services even if the Offeror has a conflict, but MFA will not engage the Offeror for the project for which the Offeror has the conflict.
2. 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.
3. 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.
4. Offeror shall at all times conduct itself in a manner consistent with MFA's Code of Conduct and MFA's Anti-Harassment Policy. A copy of MFA's Code of Conduct and MFA's Anti-Harassment Policy is posted on the MFA website for review at <http://www.housingnm.org/rfp>. Upon request by MFA, Offeror shall disclose information MFA may reasonably request relating to conflict or potential conflicts of interest.
5. Offeror shall provide written certification that Offeror is eligible to participate in any and all federal or state funded housing programs; is not currently facing disciplinary action by any federal, state or local entity; is not suspended, debarred or excluded from participation in any federal or state funded housing program; and is not listed as an excluded party(ies) on the System for Award Management's list of excluded parties accessed at www.sam.gov.
6. Offeror shall be Equal Opportunity Employer and comply fully with all government regulations regarding nondiscriminatory employment practices.

10 COMPENSATION

Fee basis should be an all-inclusive, hourly fee, which should include staff time and "out-of-pocket expenses." Offeror must provide an hourly fee breakdown for each staff position it would propose to use and/or make available to MFA for use as needed. Offeror must also state in their submission how long the Offeror can hold the all-inclusive hourly fee rates with the minimum amount of time being two years from the date of proposal and should address

¹ "Development Team" includes any person or entity with any ownership or proposed ownership interest in the project, and the proposed builder or subcontractor, management agent, architect, lender, proposed equity investor or other proposed vendor or Offeror with respect to the project.



how increases will be negotiated. If selected, contracts with Offerors must reflect the all-inclusive, hourly fee rates proposed.

Billing on the project should occur on a frequency to be negotiated with successful Offeror(s) and will be based on hours spent on the project and associated costs.

11 SERVICES TO BE PERFORMED

Services to be provided under this RFP could include, but are not limited to, architectural review and construction inspection services as described below. While the below scope of work summarizes all the work that could be done with MFA, the specific scope of work for each engagement will be memorialized in an engagement letter. Each engagement's scope of work will vary due to project financing sources and stage of development process. Offerors may submit proposals to perform the entire scope of work, Scope Item II.A alone, or Scope Item II.B alone.

A. Review of Financing Applications Against Design Standards

Time is of the essence for any work performed under this Scope Item II.A, and Offeror must agree to complete any work with respect to this section within three weeks from date of engagement. The MFA receives approximately 15 to 20 initial financing applications at the beginning of each competitive LIHTC round and various other applications throughout the rest of the year.

1. **MFA Design Standards**

Review preliminary plans and specifications within initial financing applications against the then-current MFA Mandatory Design Standards for Multifamily Housing or Single Family Housing. The Design Standards are updated annually and the 2020 Design Standards can be found at <http://housingnm.org/assets/content/16.2020.DesignStandards.pdf>, and http://www.housingnm.org/assets/content/Developer/pubMFA_SF_DesignStandards_rev.Nov2010.pdf, (together, the "Mandatory Design Standards").

2. **Capital Needs Assessment**

Review of Capital Needs Assessment submitted within initial financing applications, if applicable, to determine if all recommended improvements are incorporated into the design, and, if requested, attendance at the pre-award site visit to evaluate Capital Needs Assessment against physical property.

3. **National Housing Trust Fund (NHTF) and HOME Property Standards**

As applicable, review preliminary plans and specifications within NHTF and/or HOME initial financing applications against the NHTF property standards described in 24 CFR 93.301 and/or the HOME property standards described in 24 CFR 92.251.

4. **State of New Mexico Housing Trust Fund (NMHTF) Rehabilitation Standards**

As applicable, review preliminary plans and specifications within NMHTF initial financing applications for rehabilitation projects against the NMHTF Rehabilitation Standards, which can be found at



[http://www.housingnm.org/assets/content/Attachment A - New Mexico NHTF Rehab Standards.pdf](http://www.housingnm.org/assets/content/Attachment_A_-_New_Mexico_NHTF_Rehab_Standards.pdf).

5. Written Opinion on Standards

- a. Submit a written opinion to MFA as to whether the project conforms to the applicable standards and any variances from these standards, including if the project:
 - i. Meets all applicable state and local codes, ordinances, and zoning requirements;
 - ii. Meets the accessibility requirements of Section 504 of the Rehabilitation Act of 1973, Titles II and III of the Americans with Disabilities Act, the Fair Housing Act, or any other applicable standards; and
 - iii. Complies with MFA's Mandatory Design Standards, the NMHTF Rehabilitation Standards (if applicable), and NHTF and HOME Property Standards (if applicable).
- b. Submit a written recommendation as to approval or disapproval of overall design and/or specific design elements.

B. Architectural Plan Review and Construction Inspection for Awarded Projects

1. Pre-Construction Activity

- a. Review the following project documentation:
 - i. Preliminary plans submitted in initial funding application and approved by MFA compared to construction documentation to determine if the two sets are substantively the same;
 - ii. Construction documentation (including but not limited to construction documents (plans and specifications), contracts, permits, construction schedule, etc.) to determine if it is adequate, complete, and acceptable;
 - iii. As needed, review of Phase I Environmental Assessment report, if any, and, if applicable, U.S. Department of Housing and Urban Development (HUD) Environmental Assessment approval to determine if all environmental recommendations, if any, are incorporated into the plans and specifications and construction documentation; and
 - iv. As needed, review of geotechnical reports, if any, to determine if all engineering recommendations are incorporated into the plans and specifications;
 - v. As needed, review of Capital Needs Assessments submitted subsequent to initial application, if any, to determine if all recommendations within the Capital Needs Assessment are incorporated into the plans and specifications.
- b. Submit a written opinion to MFA as to whether the project conforms to the following standards (if applicable) and any variances to these standards:



- i. Substantively similar to the preliminary design approved by MFA as part of the initial financing application;
 - ii. Meets all applicable state and local codes, ordinances, and zoning requirements;
 - iii. Meets the accessibility requirements of Section 504 of the Rehabilitation Act of 1973, Titles II and III of the Americans with Disabilities Act, the Fair Housing Act, or any other applicable standards;
 - iv. Complies with MFA's Mandatory Design Standards, the State of New Mexico NHTF Rehabilitation Standards, and NHTF and HOME Property Standards; and
 - v. Incorporates recommendations from HUD Environmental Assessment and geotechnical reports.
- c. Submit a written recommendation as to approval or disapproval of overall design and/or specific design elements.

2. **Construction Period Activity**

Due to the complexity of the funding sources it provides, MFA's role may be as a traditional lender, a governmental agency, or both. As such, the Offeror could conduct one or both of Scope Items II.B.2.a and II.B.2.b (inspections may be combined in certain circumstances):

- a. Conduct three project inspections during project construction for MFA in its role as a governmental agency, including:
 - i. Review construction progress compared to approved construction documentation to determine if it is adequate, complete, and acceptable.
 - ii. Submit a written opinion to MFA as to whether the project conforms to the following standards (if applicable) and any variances to these standards:
 - a. Substantively similar to the approved construction documentation approved by MFA;
 - b. Meets all applicable state and local codes, ordinances, and zoning requirements;
 - c. Meets the accessibility requirements of Section 504 of the Rehabilitation Act of 1973 if applicable, Titles II and III of the Americans with Disabilities Act, the Fair Housing Act, or any other applicable standards;
 - d. Complies with MFA's Mandatory Design Standards, the NMHTF Rehabilitation Standards, and NHTF and HOME Property Standards; and
 - e. Incorporates recommendations from HUD Environmental Assessment and geotechnical reports.



- iii. Submit a written recommendation as to approval or disapproval of overall design and/or specific design elements.
- b. Conduct standard verifications of contractor's monthly application for payment for MFA in its role as lender, including:
 - i. Conduct monthly inspections throughout construction prior to each construction loan draw. Timing of on-site inspections shall coincide with onsite project meetings between the construction project manager, architect and owner. Construction inspections shall be conducted in order to:
 - a. Review draw requests;
 - b. Determine percent of work completed by line item;
 - c. Determine "value in place";
 - d. Review change orders;
 - e. Inspect stored materials; and
 - f. Review adequacy and completeness of invoices and lien waivers.
- c. Submit a written report to MFA to address each of the items above within ten (10) calendar days of the date of the onsite field inspection. Written reports shall include a recommendation as to approval or disapproval of each payment request and release of funds, complete with photographs.

3. **Completion Activity**

- a. Inspect assigned project upon completion of construction.
- b. Review certificates of occupancy, project architect's certification and all other completion documentation.
- c. Submit final report within fifteen (15) calendar days of the completion inspection, which must specifically state that the project as built:
 - i. Conforms to the original plans and specifications (with any changes approved by MFA);
 - ii. Meets all applicable state and local codes, ordinances, and zoning requirements;
 - iii. Meets the accessibility requirements of Section 504 of the Rehabilitation Act of 1973, Titles II and III of the Americans with Disabilities Act, the Fair Housing Act, or any other applicable standards; and
 - iv. Complies with MFA's Mandatory Design Standards, the NMHTF Rehabilitation Standards (if applicable), and NHTF and HOME Property Standards (if applicable).

12 EVALUATION CRITERIA

Responses must meet the following minimum requirements in order to qualify for further consideration:

1. The response must be complete and legible and must be submitted by the application deadline.
2. Offeror must provide evidence of being licensed/registered/certified in the state of New Mexico and in good standing pursuant to the relevant licensing laws as described in Part III.A.2 of this RFP.
3. Offeror must demonstrate at least three years of experience providing a comparable scope of services contained herein (and as further described in Part III.A.1 of this RFP).

MFA shall select Offerors to be on the list of approved providers that are most advantageous to MFA. Proposals shall be evaluated primarily on experience and fees. Proposals shall be scored on a scale of one to 100 based on the criteria listed below. A minimum score of 70 is required. Please note, however, that a serious deficiency in any one criterion may be grounds for rejection regardless of overall score.

Offeror(s) meeting the minimum threshold requirements and achieving the minimum required Evaluation Criteria score will be placed on MFA's list of approved providers for architectural review and construction services. MFA may select one or more Offerors. Being selected to be placed on MFA's list of approved providers does not guarantee an award of an assignment. MFA may, for cause, remove a selected Offeror from its approved list.

12.1 SCORING CRITERIA

	Point Range	Maximum Points
<p>1. Experience and Capability:</p> <p>Evaluation of the professional qualifications, background and experience of the Offeror, including:</p> <ul style="list-style-type: none"> • Expertise and experience in the development, design, renovation, and construction of multifamily rental and/or single family development projects; and • Expertise and experience in development projects financed with MFA funding, federal funding or LIHTCs. 	<p>0-50</p> <p>0-30</p> <p>0-20</p>	<p>50</p>
<p>2. Work Plan:</p> <p>Evaluation of Offeror's work plan to provide the services.</p>	<p>0-20</p>	<p>20</p>



3. Hourly Fees: The Offeror(s) with the lowest average hourly fees will be awarded 20 points. All other Offeror(s) will receive a lower amount of points proportionate to the difference in the average fees.	0-20	20
4. Capacity: Demonstrated ability and capacity to provide the services and meet timing requirements.	0-10	10
Maximum Points (Minimum of 70 points required)		100

13 OFFEROR SUBMISSION INSTRUCTIONS AND FORMAT

Submissions must, at a minimum, contain the following information and shall be organized as follows:

- A. Letter of Transmittal – to include at least the following information:
 - 1. Name, address and telephone number of Offeror and name of contact person;
 - 2. A signature of the Offeror or any partner, officer or employee who certifies that he or she has the authority to bind the Offeror;
 - 3. Date of submission;
 - 4. A statement that the Offeror, if selected to be on the list of approved providers, will comply with the terms and conditions set forth in this RFQ and in any engagement letter;
 - 5. A statement describing how long the Offeror can hold the all-inclusive hourly fee rates, with the minimum being two years from date of proposal, and how future increases will be negotiated;
 - 6. The location of Offeror’s main office and the locations of any of Offeror’s branch offices; and
 - 7. Statement as to whether the Offeror is proposing to perform the entire scope of work, Scope Item II.A alone, or Scope Item II.B alone.

- B. Disclosures and Certifications
 - 1. Offeror shall provide a statement disclosing: (1) any political contribution or gift valued in excess of \$250.00 (singularly or in the aggregate) made by Offeror to any elected official of the state of New Mexico currently serving or who has served on MFA’s Board Directors in the last three years; (2) any current or proposed business transactions between Offeror and any MFA member, officer or employee; (3) any affordable housing project or development team that Offeror or Offeror’s family has a financial interest or has undertaken prior work; and (5) any other conflict or potential



conflict which may give rise to a claim of conflict of interest, in particular pursuant to Part III.B of this RFQ.

2. Offeror shall provide a statement disclosing any pending investigation, litigation, recent settlements or regulatory sanctions in performing professional services during the past five years involving Offeror's firm or employees or individuals or organizations involved in any third-party agreements or joint venture agreements. Describe any circumstances under which Offeror's firm or any of Offeror's members or employees have been disciplined by any professional licensing, regulatory or ethics entity. Indicate whether Offeror's firm has been involved in any capacity in litigation, investigations or regulatory proceedings involving HUD, the State of New Mexico or any agency thereof.
 3. Offeror shall provide MFA with written certification that Offeror is eligible to participate in any and all federal- or state-funded housing programs; is not currently facing disciplinary action by any federal, state or local entity; is not suspended, debarred or excluded from participation in any federal- or state-funded housing program; is not listed as an excluded party on the System for Award Management's list of excluded parties accessed at www.sam.gov; and has not been debarred by MFA.
 4. Offeror shall provide MFA with written certification that Offeror has read and shall at all times conduct itself in a manner consistent with MFA's Code of Conduct and MFA's Anti-Harassment Policy.
 5. Offer shall provide MFA with a written statement that Offeror is an Equal Opportunity Employer and complies fully with all government regulations regarding nondiscriminatory employment practices.
- C. Experience and Capability
1. Statement describing experience and technical capability and capacity to provide responsive and professional services to MFA and to address Evaluation Criterion 1 as described in Part V.B of the RFQ.
 2. A description of New Mexico clients for which Offeror has worked or performed services, currently or in the last 10 years.
 3. Names and resumes of the key personnel including support staff to be assigned to MFA engagements.
 4. Names of at least three references of persons who have worked with the same key personnel proposed.
 5. Proof that Offeror is licensed/registered/certified in the state of New Mexico and in good standing pursuant to the relevant licensing laws.
- D. Work Plan and Capacity
1. Offeror's proposal for delivering services, including organization of responsibilities, approach, and the availability of personnel for consultation and discussion, as necessary to serve the needs of MFA. Please include steps and time frames to complete all of the tasks described in Part II of the RFQ.



2. Detailed discussion of Offeror’s staffing and other elements of its capacity to complete the scope of services specified in Part II of this RFQ.

E. Compensation

Fee basis should be an all-inclusive, hourly fee, which should include staff time and “out-of-pocket expenses.” Offeror must provide an hourly fee breakdown for each staff position it would propose to use and/or make available to MFA for use as needed. Offeror must also state how long the Offeror can hold the all-inclusive hourly fee rates with the minimum amount of time being two years. If selected, engagement letters with Offerors must reflect the all-inclusive, hourly fee rates proposed. Please include a statement as to whether the Offeror’s proposed rates are the best offered by the firm to any client.

F. Other

1. Offeror must provide proof of professional liability insurance (E&O) or comparable protection with the limit of \$1,000,000 per occurrence.
2. Please provide any other relevant information which will assist MFA in evaluating Offeror’s ability to provide the services as described herein to MFA.

