



*Housing New Mexico*

**New Mexico  
Mortgage Finance Authority**

HOME Tenant Based Rental Assistance

***Request for Proposals  
Program Year 2009-2010***

February 2009

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## **Part I: Background & General Information**

### **A. Introduction**

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

### **B. Background**

The MFA has been designated as the administering agency for all Federal and State homeless programs. MFA receives funding through the HOME Investment Partnerships Program ("HOME Program"), authorized under the National Affordable Housing Act, including funding for the Tenant Based Rental Assistance ("TBRA") Program. The primary objective for the TBRA Program is to allow individuals or families to transition out of homelessness as directed in detail in the HOME Program Regulations, 24 CFR Part 92.

The **estimated** funding available performed under the 2009 HOME Investments Partnerships Program Request for Proposals ("RFP") for TBRA is \$400,000 with an additional 10% for administrative fees. The actual funds available may vary. If other funds become available to MFA during the program year for activities similar to the work performed under the HOME Program for TBRA, this additional funding may, at the option of MFA, be offered to the successful Offerors (defined below) hereunder without new RFPs. Additional proposals will not be solicited unless Offerors selected under this RFP are incapable of, unqualified for, inappropriate for or unwilling to accept additional funding. MFA retains sole discretion to make the judgment as to the need for additional RFPs. Satisfactory performance under PY 2008 and prior years' HOME Program for TBRA contracts will be a prerequisite for consideration for additional funding.

### **C. Purpose**

The purpose of this RFP is to solicit proposals in accordance with the New Mexico Mortgage Finance Authority Procurement Policy from qualified Offerors capable of providing tenant-based rental assistance within PY 2009.

### **D. Contact Information**

Offerors may direct questions regarding this RFP by e-mail only to [faqtbrarfp@housingnm.org](mailto:faqtbrarfp@housingnm.org). MFA will post answers to questions on its website – [www.housingnm.org](http://www.housingnm.org). A concerted effort will be made to post all answers within 48 business hours from receipt of questions. Questions submitted 48 or fewer business hours prior to the due date will not be answered.

### **E. Proposal Tenure**

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

## **F. 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 the MFA website.

## **G. Incurred Expenses**

The 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.

## **H. Cancellation of Requests for Proposals or Rejection of Proposals**

The MFA may cancel this RFP at any time for any reason and may reject all proposals or any which are not responsive.

## **I. Evaluation of Proposals**

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. **Proposals that are complete upon submission will receive a bonus of 5 points in the scoring criteria.** Should any proposal be missing a threshold requirement in this RFP, it will be deemed incomplete, but subject to correction during the Deficiency Correction Period. MFA shall communicate proposal deficiencies to each Offeror's designated contact person within five (5) business days of the RFP Proposal Submission date, and shall document all communication efforts. Offeror's contact person shall immediately acknowledge in writing that Offeror has received MFA's communication of the deficiency.

MFA will provide a Deficiency Correction Period, if needed, within five business (5) days after the Threshold Review. The Deficiency Correction Period is only to correct Threshold items. Please refer to Part V, Section A, Deficiency Correction Items, for full description of deficiency definitions. If the Deficiency Correction Period is used, MFA will provide notice to Applicants having shortcomings in their threshold information via e-mail and U.S. mail and Applicants will have five (5) business days after the date of the e-mail delivery notice to submit additional information regarding threshold. All threshold items must be submitted no later than 5:00 PM MT on the fifth business day, following notification on deficiencies requirements. The response due date will be noted on the deficiency notice. Furthermore, the Deficiency Correction Period may not be used by the Applicant to alter the original structure of the Application. If the information requested is not provided within the timeframe provided, or is submitted but remains deficient, the Application will be rejected without any further review if determined to provide insufficient information for a complete review.

Proposals will thereafter be evaluated by an Internal Review Committee of MFA staff using the criteria listed in Part III below. An MFA Board Committee will also review the recommendations and proposals and final selection will be made by the full MFA Board of Directors.

## **J. Award Negotiation**

The MFA shall award the contract to the Offerors whose proposal(s) are deemed to be the most advantageous to the MFA, based on the Evaluation Criteria.

## **K. Award Notice**

MFA shall provide written notice of the award to all Offerors within ten (10) calendar days of the date of the award. Awards shall be contingent upon successful negotiations of a final contract between MFA and the Offerors whose proposal is accepted by MFA.

## **L. Contract Term**

The successful Offerors will enter into a contract with the MFA for services to be performed. The term of the contract is scheduled to begin on **July 1, 2009** and end on **June 30, 2010**.

## **M. Proposal Confidentiality**

Except in response to inquiries from the MFA Internal Review Committee or the Contact Person as part of the evaluation process, until the award is made and notice given to all Offerors, no employee, agent, or representative of an Offeror shall make available or discuss its proposal with any officer, member, employee, agent, or representative of the MFA other than the Contact Person.

A proposal will be deemed ineligible if the Offeror or any person or entity acting on behalf of Offeror attempts to influence members of the Board of Directors or staff during any portion of the RFP review process, or does not follow the prescribed Application and Protest process.

Until the award is made and notice given to all Offerors, the MFA will not disclose the contents of any proposal or discuss the contents of any proposal with an Offeror or potential Offeror.

## **N. Responsibility of Offerors**

A Responsible Offeror is defined for the purposes of this RFP as one who submits a proposal that conforms in all material respects to the requirements of this RFP, and who has furnished upon request 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. Upon MFA's determination that an Offeror fails to meet the definition provided above of a Responsible Offeror, that Offeror's proposal will no longer be eligible for consideration for an award pursuant to this RFP.

## **O. Protest**

Any Offeror who is aggrieved in connection with this RFP or the award of a contract pursuant to this RFP may protest to the MFA. The protest must be written and addressed to:

Shannon Tilseth, Administrative Assistant  
New Mexico Mortgage Finance Authority  
344 4<sup>th</sup> Street, SW  
Albuquerque, NM 87102

The protest must be delivered to the MFA within fifteen (15) calendar days after the notice of award. Upon the timely filing of a protest, the Administrative Assistant 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 seven (7) calendar days of notice of protest. The protest process shall be such that the protest will be reviewed by the Contracted Services Committee of MFA's Board of Directors, and that committee shall make a recommendation to the full Board of Directors regarding the disposition of the protest.

The Board of Directors shall make a final determination regarding the disposition of the protest. Offerors or their representatives shall not communicate with MFA Board of Directors or staff members regarding any proposal under consideration, except when specifically permitted to present testimony to the committee of the Board of Directors.

## **Part II: Minimum Qualifications**

### **A. General Requirements**

To be considered for funding under this RFP, Offerors must meet eligibility and program requirements and minimum threshold criteria, following the Deficiency Correction Period.

### **B. Offeror Eligibility**

All units of local government, including tribal governments, are eligible to apply for funding to serve homeless persons and precariously housed persons in their community.

Nonprofit organizations are eligible to apply if they meet the following requirements:

- The primary mission of the nonprofit organization must be to provide housing and/or services to the homeless and/or affordable housing;
- The nonprofit organization must demonstrate support from the unit of local government it intends to serve; and
- The nonprofit organization must have received its 501(c)(3) IRS determination letter prior to submitting an application.

### **C. Limited Geographic Areas**

The Tenant-Based Rental Assistance program is not available within the city limits of Albuquerque and Las Cruces.

### **D. Eligible Activities**

The HOME Program for TBRA includes the following eligible activities:

- a. One-time cash assistance to tenants for security deposits.
- b. One-time cash assistance to tenants for utility deposits when granted *in conjunction* with security deposits and/or rental assistance.
- c. Up to 11 months' rental assistance to allow low-income tenants to secure permanent housing.

Successful Offerors will choose the type(s) of assistance to be provided from the above section, including identifying the rental assistance time period to be used, and make the same assistance available to all beneficiaries.

### **E. Beneficiary Eligibility**

For an individual or family to be eligible to receive HOME Program Tenant-Based Rental Assistance, they must meet the following eligibility requirements:

- a. Tenant Based Rental Assistance may only be provided to very low-income individuals or families; the maximum income for the assisted household may be no more than 50% of the Area Median Income ("AMI") at the time of application for assistance, and

- b. Households must either meet the definition of homelessness or be precariously housed as follows:
  - Persons living on the street, in emergency shelters, or in transitional housing programs for the homeless;
  - Persons with a legal eviction notice, or other similar legal circumstances in which they are to lose their housing imminently; and
  - Individuals inappropriately living in an institution or other facility may be considered homeless if no other housing placement is available or appropriate; and
- c. Households must include in the application for assistance a reasonable plan for housing stability, and
- d. Households must contribute a minimum rent payment. The rent payment will be **the greater of** :
  - 30% of monthly adjusted gross income, or
  - 10% of monthly gross income, or
  - Minimum contribution of \$1.00

## **F. Program Requirements**

The general program requirements for the HOME TBRA Program include the following:

1. Priority will be given to Offerors who serve two or more geographic locations.
2. TBRA funds may not be used to replace lost federal funding.
3. TBRA funds may not be used except as allowed by the Federal HOME Program Regulation 24 CFR Part 92.
4. Income Verification - Offerors will be required to verify and certify the income of eligible beneficiaries through source documentation in accordance with HUD's Part 5 definition of income, or other definitions as directed by the MFA.
5. Documentation of Homelessness - Offerors will be required to verify and certify the status of eligible beneficiaries as meeting the definition of homelessness in Section E above.
6. Housing Quality Standards - Any building in which housing is provided for eligible beneficiaries must meet the HQS for structure, access, space and security, interior air quality, water supply, sanitary facilities, thermal environment, illumination and electricity, food preparation and refuse disposal and fire safety, more fully described in the *24 CFR 982.401*
7. Rent Standard - The rent standard will be the current fair market rent as published annually by HUD, or the HUD-approved local housing authority payment standard
8. Lead-Based Paint - Offerors must adhere to the requirements of *24 CFR Part 35* as it pertains to the notification, identification and control of hazards associated with lead-based paint in units assisted with HOME TBRA funds.
9. Utility Allowances - Utility allowance schedules must be obtained from the local public housing authority on an annual basis for each county the Offeror serves in order to determine the portion of the TBRA subsidy for utilities.
10. Maximum Subsidy - Offerors must adhere to the requirements of *24 CFR Part 92.209 (h) (1)* as it pertains to the maximum amount of subsidy.

## **G. Minimum Award and Funding Limits**

The minimum award for Tenant-Based Rental Assistance is estimated to be \$10,000. MFA will not award an amount larger than what has been requested.

## **H. Reporting and Recordkeeping**

1. Records on program activities must be maintained for a minimum of five years after contract expiration.
2. Recipients must develop and implement procedures to ensure the confidentiality of records pertaining to any individual or family.

## **I. Other Federal Requirements**

Offerors must comply with all HOME Program Regulations, which includes, but are not limited to:

1. Fair Housing and Equal Opportunity;
2. Affirmative Marketing;
3. Section 3 of the Housing and Urban Development Act of 1968;
4. Section 504 of the Rehabilitation Act of 1973;
5. Priority to Minority Owned Business Enterprises/Women Owned Business Enterprises (MBE/WBE);
6. Financial Management Standards;
7. Nondiscrimination and equal opportunity;
8. Conflicts of interest;
9. Drug-free workplace; and
10. Lobbying and disclosure of information.
11. Confidentiality for all Board members and employees

**Offerors will comply with all applicable federal, state and local codes, statutes, laws and regulations.**

## **J. Minimum Threshold Criteria**

In addition to the general requirements listed above, Offeror(s) **must meet** each of the following minimum threshold criteria in order to be considered for funding for TBRA.

- Submit proof of 501(c)(3) or proof of Status as a Government Agency
- Submit proof of current registration as charitable organization with the New Mexico Attorney General's Office, covering the fiscal year ending in 2007 or 2008 - or proof of exemption therefrom
- If not a unit of local government, Offer must submit a Letter of Support from the unit of local government. A Letter of Support means a letter supporting the Offeror's application, dated no more than 90 days prior to the application date, signed by a local government official authorized to sign such a letter of the city, town, village or tribe in which the program activity will take place. For activities that will take place in unincorporated areas, the county is the unit of local government. The letter must specifically endorse the project/activity proposed in the application.
- Submit the most current copy of the Agency's financial audit, being an independent audit of the most recently available of the fiscal years ending in 2008 or 2007, including all correspondence referred to within the audit, and the Agency's management response.
- Have no outstanding material findings in the independent financial audit as determined by MFA.

- Have no significant outstanding findings or other documented outstanding issues with MFA, as determined by MFA staff. Agencies must submit the most recent MFA monitoring letter.
- At least one representative from Offeror must attend mandatory MFA TBRA RFP training, and provide proof of attendance by enclosing a copy(ies) of the Certificate(s) provided at the training. In lieu of a certificate, Offer must provide a letter from MFA documenting that the absence was excused. Training will be held on Wednesday, February 25, 2009.
- Submit intake and approval procedures for TBRA, identifying which staff will be responsible for the following items, including but not limited to: accepting applications, checking applications, income verification, rent calculation, verifying unit eligibility, communication with landlords, HQS inspection, checking lease eligibility, and requesting payments. Submit no more than 1 page.
- For prior recipients of HOME TBRA funds, 5% of funds from the 2008 contract must have been expended prior to the application due date.
- Submit completed application and signed Offeror's Certification.
- Submit 1 original and 3 copies of the application packet; the financial audit should only be submitted once.

**In addition to meeting all of the above requirements, new agencies or agencies applying for TBRA funds which did not receive funds in 2008-2009 must also meet the following minimum threshold requirements:**

- Submit resumes to demonstrate the administrative and financial management capacity necessary to accept and account for the use of public funds.
- Provide your agency's mission statement and executive summary.

## **Part III: Evaluation Criteria**

MFA will award funds to Offerors whose proposal(s) are determined to have met the minimum threshold above. The award amount is based on the proposal's rank in scoring against the following criteria, and MFA's determination of non-duplicative services for a given area of service:

<b>EVALUATION CRITERIA FOR TBRA</b>	<b>POINTS</b>										
<p><u>Program Size</u>            Number of households proposed to be served times the average number of assistance payments.            (avg # months + 1 if providing deposits) × # households</p> <table data-bbox="954 699 1365 867"> <tr> <td>From 100 to 324</td> <td>10</td> </tr> <tr> <td>From 325 to 549</td> <td>20</td> </tr> <tr> <td>From 550 to 774</td> <td>30</td> </tr> <tr> <td>From 775 to 999</td> <td>40</td> </tr> <tr> <td>From 1000 and up</td> <td>50</td> </tr> </table> <p><i>Example:</i>            3 months + 1 for deposits =&gt; 4            4 × 80 households = 320</p>	From 100 to 324	10	From 325 to 549	20	From 550 to 774	30	From 775 to 999	40	From 1000 and up	50	
From 100 to 324	10										
From 325 to 549	20										
From 550 to 774	30										
From 775 to 999	40										
From 1000 and up	50										
<p><u>Expenditure Benchmarks</u>            % expended by application due date, March 13, 2009  <i>February is month 8 of 15 = 53% goal</i></p> <table data-bbox="1027 940 1365 1003"> <tr> <td>From 33% to 52%</td> <td>5</td> </tr> <tr> <td>From 53% and up</td> <td>10</td> </tr> </table>	From 33% to 52%	5	From 53% and up	10							
From 33% to 52%	5										
From 53% and up	10										
<p><u>Coordination of Services</u>            Two or more formally executed, current Memorandums of Understanding (MOU's) with units of local government and/or non-profit agencies, demonstrating coordination of services as they pertain to TBRA applications, placement of TBRA households into housing, or graduation of TBRA households into permanent affordable housing.</p>	10										
<p><u>Geographic Areas</u>            Number of counties to be served, directly or via MOU.</p> <table data-bbox="1125 1289 1365 1388"> <tr> <td>2 counties</td> <td>10</td> </tr> <tr> <td>3 counties</td> <td>20</td> </tr> <tr> <td>4 counties</td> <td>30</td> </tr> </table>	2 counties	10	3 counties	20	4 counties	30					
2 counties	10										
3 counties	20										
4 counties	30										
<p><u>Leveraging</u>            At least \$100,000 of other compatible housing assistance resources, including: Supportive Housing Program (SHP) leasing, Shelter Plus Care (S+C) leasing, Housing for Persons with AIDS (HOPWA) Tenant Based Rental Assistance (TBRA), Section 8/Housing Choice Voucher, Public Housing, Linkages Housing Vouchers, or other housing program following the Section 8 rent calculation formula.</p>	10										
<p><u>Bonus</u>            Submission of a complete application, not requiring deficiency correction.</p>	5										

## **Part IV: Additional Conditions of this RFP**

### **A. Subcontractors**

Use of subcontractors must be clearly explained in the proposal and the method of selection must be noted. The Offeror will be wholly responsible for the entire performance whether or not subcontractors are used. MFA must approve in writing any subcontractors.

### **B. No Obligation**

Selection of an Offeror's proposal pursuant to this RFP will not guarantee the successful Offeror the award of a written contract, the provisions of which will require further negotiation and agreement. Furthermore, this RFP in no manner obligates the MFA to make any award or to disburse any funds to any Offeror until a valid written contract is fully executed and all conditions of disbursement have been met.

### **C. Monitoring and Compliance**

The MFA has the responsibility to monitor and ensure compliance with all applicable laws and regulations. This may be accomplished through on-site visits to projects or contractor or sub-contractor offices.

### **D. Governing Law**

The laws of the State of New Mexico will govern this procurement and all contracts with Offerors that may result.

### **E. Sufficient Appropriation**

Any contract awarded as a result of this application process may be terminated or modified if anticipated appropriations or authorizations are not received by MFA. Such termination or modification will be effected by written notice to the successful Offeror.

### **F. Contract Negotiations**

Contract negotiations will be conducted following the notification of award. Terms of the contract will be commensurate with the proposed scope of work and the amount offered. MFA reserves the right to impose additional program compliance requirements upon the successful Offeror, both in the contract and as a precondition for execution of the contract, as MFA in its discretion determines necessary. As part of the contract negotiations, Offerors will be required to submit a revised scope of work and intake procedures to be approved by MFA. In the event that mutually agreeable terms cannot be reached within a reasonable amount of time, MFA reserves the right to undertake contract negotiations with the next most qualified Offeror without a new procurement process.

## **Part V: Proposal Format and Instructions to Offeror**

### **A. Application Requirements**

Applications are to be submitted on the forms attached to this RFP. Applications may also be downloaded from the MFA website: [www.housingnm.org](http://www.housingnm.org). Any additional schedules to be included in the application must be referenced in the appropriate location of the application. All applications must be self-contained.

#### **Deficiency Correction Items**

Items eligible for correction or submission during the Deficiency Correction Period are only those documents required under Minimum Threshold. Additional information may not be submitted to revise the application's score.

### **B. Proposal Submission**

The **original and three copies** of a proposal must be received by MFA no later than **Friday, March 13, 2009 at 5:00 pm, Mountain Daylight Time**. Proposals shall be in sealed envelopes marked "Proposal to Furnish TBRA Services" to the attention of:

Shannon Tilseth, Administrative Assistant  
New Mexico Mortgage Finance Authority  
344 4th Street, SW  
Albuquerque, NM 87102

Applications may be delivered by mail, other shipping service, or by hand. Facsimile or electronic transmissions will not be accepted.

### **C. Code of Conduct**

No Board member or employee of the MFA shall have any direct financial interest in any contract with the Offeror nor shall any contract exist between Offeror and its affiliate with Board or staff that would give rise to any claim of conflict of interest. Any violation of this provision will render the contract void, unless it is approved by the Board of Directors after full disclosure.

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 this contract. Offeror shall at all times conduct itself in a manner consistent with the MFA Code of Conduct. A copy of the MFA Code of Conduct is enclosed for your reference. Upon request by the MFA, Offeror shall disclose information relating to conflicts or potential conflicts of interest.

## **D. Definitions**

**Application** means the completed forms, schedules, attachments, and any additional documentation requested in this TBRA RFP including financial statements or audits and letter of support from the local unit of government.

**Independent Financial Audit** means current organizational or Single Audit Act audit, being from the most recent available of the fiscal years ending in 2008 or 2007, including all correspondence referred to within the audit and the management response.

**Evaluation Committee** is the committee comprised of MFA employees that evaluate the applications on the basis of the evaluation criteria. This committee makes award recommendations, which are reviewed for consistency by the Policy Committee, Contract Services Committee and then approved by the Board of Directors of MFA.

**Legal Entity** means that the Offeror must be a recognized unit of local government; or if a non-profit corporation, it must have received its articles of incorporation and 501(c) 3 tax status by the time of the submission of the application.

**Letter of Support** from unit of local government means a letter supporting the Offeror's application, dated no more than 90 days prior to the application date, signed by a local government official authorized to sign such a letter. The letter must specifically endorse the project/activity proposed in the application.

**Offeror** means a unit of local government, including tribal governments, or non-profit organization, proposing services under this RFP.

**Scoring Criteria** means the criteria that will be used to award points to eligible applications that have met all the minimum requirements.

**Threshold Criteria** mean the minimum requirements that must be met by an Offeror before consideration for funding.

**Total Funds Requested** means the sum of all costs to be paid for utilizing Tenant Based Rental Assistance funds.

**Unit of Local Government** means the village, town or city if a project is located within an incorporated area; or the county if an activity will take place in unincorporated areas; or the tribal government if located on Native American Trust Lands.

## **Part VI: MFA Code of Conduct Reference**

### **SECTION 1 - GENERAL POLICIES**

#### **1.1 Policies & Procedures Manual - Purpose**

- A.** With respect to Board Members, Management and Employees<sup>1</sup> and conduct of business, the policies & procedures shall be set forth in this manual, adopted by the Board and consistent with the MFA's approved Bylaws. The Board shall approve the manual at least annually, and any changes shall have Board approval, specific to the section affected. All Board Members shall be provided with a current, complete Policies & Procedures Manual.
- B.** In the event that Board action is inconsistent with the policies set forth in this manual, the manual will prevail until the affected policy has been amended and approved by the Board.

#### **1.2 Code of Conduct**

- A. Preamble.** The MFA, an instrumentality of the state government, exists to serve the citizens of the state of New Mexico. In order to maintain the respect, trust and confidence of the public, all Members, Management and Employees must use the powers and resources of their office only to advance the public interest and not to obtain personal benefits or pursue private interests incompatible with the public interest. Members, Management and Employees shall conduct themselves in a manner that justifies the confidence placed in them by the public, at all times maintaining their integrity and discharging ethically their responsibilities in the course of their association with the MFA.
- B. Purpose.** The purpose of this Code of Conduct is to provide general guidelines and a minimum standard of conduct for Members, Management and Employees of the MFA and to implement the conflict of interest provisions of the MFA Act (Section 58-18-25 N.M. Stat. Ann. 1978).
- C. Definitions.** For purpose of this Code of Conduct, the following words and phrases shall have the following meanings:

**"Business"** means a corporation, partnership, limited partnership, limited liability company, proprietorship, trust, firm, organization or other entity.

**"Confidential Information"** means information a Member, Management or Employee has obtained or may obtain by virtue of his/her status as a Member, Management or Employee and which is not available to the public.

**"Disclosure Statement"** means the disclosure statement required by Section D. of this Code of Conduct.

**"Employee"** means any person employed by the MFA.

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<sup>1</sup> Member, Management and Employee are defined in Section C. of MFA's Code of Conduct. These terms are used throughout this manual.

**"Employment"** means rendering services for compensation as an employee.

**"Family Member"** means with respect to each Member, Management and Employee, the Member's, Management's or Employee's spouse, children, mother, father, brothers, sisters, grandparents, mother-in-law, father-in-law, sister-in-law, brother-in law, uncle, aunt, first cousin, or anyone residing in a Member's, Management's or Employee's household.

**"Financial Interest(s)"** means an interest in a Business as an owner, partner, shareholder, investor, trustee, beneficiary, lender, officer, director, member, employee or consultant.

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

**"Management"** means the Executive Director, Deputy Director of Programs, Deputy Director of Finance and Administration, and Director of Human Resources employed by the MFA.

**"Official Act"** means an official decision, resolution, determination, recommendation, approval, disapproval or other action that involves the exercise of discretionary authority.

**"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 therefore.

#### **D. Disclosure.**

- 1. Annual Disclosure.** On or before January 1 of each year, each MFA Member, Management and Employee shall complete and deliver to the MFA a disclosure statement disclosing to the best of his/her knowledge, his/her and his/her Family Members' Financial Interest(s) in any Business engaged or, proposing to engage in any Transaction with the MFA. The disclosure statement shall be in the form of attached Exhibit A ("Disclosure Statement") and shall contain at least the following information:
  - a)** the name of the Business engaging or proposing to engage in a Transaction with the MFA;
  - b)** the nature of the Member's, Management's, or Employee's Financial Interest or Family Member's Financial Interest in the Business;
  - c)** if the Financial Interest in the Business is equity interest, the percentage owned and the approximate value of the Financial Interest; and
  - d)** if the Transaction is with a Business in which an Employee or Employee's Family Member has a Financial Interest, the approximate value of the Transaction.

Each new Member, Management and Employee shall complete and deliver to the MFA a Disclosure Statement within thirty (30) days of assuming duties as a Member or commencing Employment with the MFA.

2. **Updated Disclosures.** Each Member, Management and Employee shall update his/her Disclosure Statement within forty-five (45) days of the date that, to the best of his/her knowledge:
  - a) he/she or any Family Member acquires a Financial Interest in any Business engaging, or proposing to engage in a Transaction with the MFA;
  - b) he/she learns that a Family Member of such Member, Management or Employee, has a Financial Interest in a Business which, is engaging or proposing to engage in a Transaction with MFA; or
  - c) he/she learns that a Business in which such Member, Management or Employee (or Family Member) has a Financial Interest, is engaging or, proposing to engage in a Transaction with the MFA.
  
3. **Special Disclosures.** In addition to the disclosures required pursuant to paragraph D.1 and D.2 above, each Member, Management and Employee shall disclose, prior to any Official Act by the Board on such Transaction, his/her and any Family Members' Financial Interest in any Business proposing to engage in a Transaction with the MFA **and** any proposed Bond or Loan Transaction with MFA. Such disclosure shall be set forth in the minutes of the meeting of Members at which such Transaction is considered.
  
- E. **Gifts.** No Member, Management or Employee may, directly or indirectly, solicit or accept any money or other thing of value that is conditioned upon or given in exchange for performing or promising to perform an Official Act, which may influence the manner in which he/she performs an Official Act or which may create the appearance that it influenced him/her in the performance of an Official Act.
  
- F. **Conflict of Interest Transactions.**
  1. **Prohibited Transactions - Members, Management and Employees.**
    - a) **Official Act.** No Member, Management or Employee shall take any Official Act which may directly or indirectly benefit his/her or a Family Member's financial position or personal interests.
    - b) **Confidential Information.** No Member, Management or Employee shall utilize Confidential Information to benefit his/her or a Family Member's financial position. Members, Management and Employees shall safeguard all information that is of a confidential or proprietary nature, and shall not disclose such information, except as otherwise authorized. The Confidentiality Agreement in the form of Exhibit B shall be signed and kept on file.
    - c) **Members Transactions.** No Business in which a Member, Management or Employee (or Family Member thereof) has a Financial Interest shall engage in a Transaction with the MFA unless the Member, Management or Employee has disclosed his/her or his/her Family Member's Financial Interest in the Business to the MFA in the manner provided in Section D prior to engaging in the Transaction **and**, with respect to all Transactions of Members and Management, and Employees' Transactions in excess of \$10,000, the Transaction is approved by a disinterested majority of all the MFA Members. Transactions of Employees of \$10,000 or less may be approved by the Executive Director provided a Special Disclosure in the manner provided in Subsection D.3 above is made to the Board and is recorded in the minutes of the meeting in which it is made.
  
  2. **Transactions Involving Third Parties.** The MFA shall not enter into any Transaction with a Member or Management for a period of one (1) year after the

Member or Management ceases to be a Member or Management of the MFA, except with prior approval of a disinterested majority of all the MFA Members.

3. **Other Employment.** Members, Management and Employees shall not engage in or accept employment or render services for other persons when that employment or service is incompatible with or may affect the discharge of their official duties or when that employment may tend to impair their independence of judgment or action in the performance of their official duties. The Executive Director must approve all outside employment by an Employee prior to his/her accepting outside employment. The Board must approve all outside employment by the Executive Director prior to his/her accepting outside employment.
  4. **Exceptions.** Nothing in this Code of Conduct shall be deemed or construed to limit the right of any Member, Management or Employee of the MFA to:
    - a) acquire or purchase any interest in bonds or notes of the MFA;
    - b) have a Financial Interest in, or do business with, any banking institution in which MFA funds are or are to be deposited or which is or is to be acting as trustee or paying agent under any trust indenture to which the MFA is a party; or
    - c) accept a contract of Employment with the MFA.
- G. Political Activities.** A Member, Management or Employee shall not, through his or her position at the MFA:
1. directly or indirectly coerce, command, advise, solicit or attempt to coerce, command, advise or solicit anyone to pay, lend or contribute money or other thing(s) of value to a party, committee, organization, agency or person for political purposes; or
  2. use MFA funds, resources or time for any political candidate or purpose.
- H. Sanctions and Penalties.** Violation of any part of this Code of Conduct may subject the violator to disciplinary action up to and including termination of employment, and to such other penalties as may be provided by law.
- I. Effective Date.** This Code of Conduct is effective September 19, 2007.

## **Part VII: List of MFA Board Members and Staff**

### **Board Members**

Chair Diane D. Denish – Lieutenant Governor, State of New Mexico

Vice Chair Michael Sivage – STH Investments, Inc.

Treasurer Jimmy Daskalos – Atlas Resources, Inc.

Member Gary King – Attorney General, State of New Mexico

Member Justin Harper – President and CEO, Citizens Bank of Las Cruces

Member Michael Loftin – Homewise, Inc.

Member James Lewis – Treasurer, State of New Mexico

### **Management**

Jay Czar, Executive Director

Joseph Montoya, Deputy Director of Programs

Jan Garcia, Human Resource Director

### **Staff**

Al Radicioni	Francina Pacheco	Natalie Zamora
Andrew Estocin	Gina Martinez	Pat Rogers
Angel Candelaria	Graciela Meneses	Patrick Ortiz
Anita Racicot	Irene Moreno	Patty Balderrama
Blanca Vasquez	Isidoro Hernandez	Rebecca Sanchez
Bonnie Brower	Jacqueline Boudreaux	Richard Chavez
Carol Salazar	Jeanne Southward	Roderick Stokes
Catherine Hummel	Jeannette Marquez	Rose Baca-Quesada
Christina Gerwin	Judy Amador	Sandra Marez
Cynthia Marquez	Karen Dunning	Shannon Tilseth
Dana Gohr	Kathleen Keeler	Stacy Huggins
Dan Foster	Kathy Griego	Stacy Vernon
Daniel Gaillour	Laura Thompson	Suzette Chavez
Daniel Puccetti	Laurie Linden	Teresa Chiarolanza
Debbie Davis	Leann Holt	Teri Baca
Desarey Maldonado	Linda Bridge	Theresa Garcia
Doris Clark	Lionel Holguin	Travis Doyle
Doug Flint	Lisa Romero	Yvonne Segovia
Erik Nore	Loretta Martinez	
Erin Quinn	Marjorie Martin	
Eunice Mondragon	Mercy Castillo	