



New Mexico  
Mortgage Finance Authority

Homelessness Prevention and Rapid  
Re-Housing Program

Request for Proposals

May 2009

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## I. General Information

### A. Purpose

The purpose of this RFP and Application Package is to solicit proposals, in accordance with the MFA's Procurement Policy, from qualified governmental entities and non-profit organizations, Offerors, who are able to furnish services to MFA, and so that MFA can make awards for the use of funds available under the Homelessness Prevention and Rapid Re-Housing Program.

### B. 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.

### C. Background

The MFA has been designated as the administering agency for all Federal and State homeless programs. MFA receives and distributes funds with the purpose of providing resources for services and facilities to help persons living in New Mexico exit or prevent homelessness. The funding source is the Homelessness Prevention and Rapid Re-Housing Program, as authorized by the American Recovery and Reinvestment Act of 2009.

The **estimated** funding available is \$6,304,147 in program funds and \$135,573 in administrative funds. 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 Homelessness Prevention and Rapid Re-Housing Program, this additional funding may, at the option of MFA, be offered to the successful Offerors (defined below) hereunder without new RFPs. MFA retains sole discretion to make the judgment as to the need for additional RFPs.

### D. Program Objectives

The objectives of the Homelessness Prevention and Rapid Re-Housing Program are as follows:

- i. To provide homelessness prevention assistance to households who would otherwise become homeless, many due to the economic crisis;
- ii. To provide assistance to rapidly re-house persons who are homeless;
- iii. To make assistance available throughout New Mexico, to residents of all counties; and
- iv. To make assistance available to all populations in need of assistance.

To achieve the above objectives, successful Offerors will be required to collaborate with service providers in the community and local state offices with assistance relevant to beneficiaries.

### E. Contact Information

Offerors may direct questions regarding this RFP by e-mail only to [faqhprprfp@housingnm.org](mailto:faqhprprfp@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.

### 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 who have requested this RFP.

G. Incurred Expenses

The MFA shall 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 any or all proposals which are not responsive. In addition, Offeror may also cancel their proposal at any time during the RFP application process.

I. Evaluation of Proposals

Responses will be evaluated by an Internal Review Committee of MFA staff. Final selection will be made by the MFA Board of Directors.

J. 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. **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. Respondents are reminded that the Deficiency Correction Period is only to correct Threshold items. 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 evaluation criteria listed 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.

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. The award shall be contingent upon MFA receipt of a Homelessness Prevention and Rapid Re-Housing Program award from HUD, and successful negotiations of a final contract between MFA and the Offeror whose proposal is accepted by MFA.

L. Contract Term

The successful Offeror(s) will enter into an annual contract with the MFA for services to be performed. At the discretion of the Board, the contract is subject to annual consideration for renewal, for up to three years, contingent upon: funding availability, Offeror's performance, Offeror's good standing with MFA and other such factors as MFA may determine. The renewal option is in the sole discretion of the MFA.

In the event that during the Contract Term an Awardee of this RFP is deemed not qualified to administer the Program, the MFA may negotiate with another Homelessness Prevention and Rapid Re-Housing Provider without issuing another RFP, and/or may issue an RFP for the area that is being served by the non-qualified agency. The MFA may also issue an RFP during the contract term for any new areas to be served based on the availability of additional funds.

The contract term is scheduled to begin in September 2009 and to end by August 31, 2010. The potential three year term is estimated to be completed by August 31, 2012.

M. Proposal Confidentiality

Except in response to inquiries from the 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.

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

N. Responsibility of Offerors

If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror, a determination setting forth the basis of the finding shall be prepared and the Offeror shall be disqualified from receiving the award. A Responsible Offeror means an Offeror who submits a proposal that conforms in all material respects to the requirements of this RFP and who has furnished, when required, information and data to prove that the Offeror's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in this RFP. The unreasonable failure of an Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a Responsible Offeror.

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. 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.

## II. Eligibility

### A. General Requirements

To be considered for funding under this RFP, Offeror(s) must meet certain eligibility and program requirements, minimum threshold criteria, and minimum requirements for the specific budget activity.

### B. Offeror Eligibility

- i. All units of local government, excluding tribal governments, are eligible to apply for funding, provided that:
  - a) The unit of local government will provide services within the entire service area proposed; and
  - b) The unit of local government must have the support of the county government(s) for the area which it proposes to serve.
- ii. Nonprofit organizations are eligible to apply if they meet the following requirements:
  - a) The primary mission of the nonprofit organization must be to provide housing and/or services to persons experiencing homelessness, or to provide affordable housing; and
  - b) The nonprofit organization must have the support of the county government(s) for the area which it proposes to serve; and
  - c) The nonprofit organization must have received its 501(c)(3) IRS determination letter prior to submitting an application.
- iii. Public Housing Authorities are eligible to apply for funding, provided that:
  - a) The public housing authority must provide services within the entire area proposed; and
  - b) The public housing authority must have the support of the county government(s) for the area which it proposes to serve.

### C. Beneficiary Eligibility

- i. To receive any Homelessness Prevention and Rapid RE-Housing Program assistance, the household must be at or below the HUD 50% Area Median Income limit.
- ii. To receive Rapid Re-Housing assistance, individuals and families assisted must also meet the following **definition of homelessness**, as described in Section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302) as amended:
  - a) An individual who lacks a fixed, regular, and adequate nighttime residence; and
  - b) An individual who has a primary nighttime residence that is

1. a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing);
  2. an institution that provides a temporary residence for individuals intended to be institutionalized;
  3. or a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings.
- c) The term “homeless” or “homeless individual” does *not* include any individual imprisoned or otherwise detained pursuant to an Act of Congress or a State law.
- iii. To receive Homelessness Prevention assistance, individuals and families must qualify under a needs assessment demonstrating they:
- a) Would be homeless but for this assistance; and
  - b) Would be likely to maintain stable housing following the end of the assistance period.

#### D. Time of Service Provision

All services delivered with Homelessness Prevention and Rapid Re-Housing Program funds must be provided within the program term. The program term is expected to end no later than August 31, 2012.

#### E. Building Standards

- i. Any unit into which the household moves utilizing Homelessness Prevention and Rapid Re-Housing Program funds must meet the Supportive Housing Program’s (“SHP”) habitability standards 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 at *24 CFR 583.300 (b)*.
- ii. Any building in which housing is provided must meet the requirements of *24 CFR Part 35*, pertaining to the hazards associated with lead-based paint in housing provided with funds from the U.S. Department of Housing and Urban Development.

#### F. Beneficiary Assistance and Participation

- i. Recipients of funds under this RFP and Application Package (“Recipients”) must assure that eligible persons served are given assistance in obtaining:
  - a) Appropriate supportive services, including medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living.
  - b) Federal, state, local and private assistance available for such individuals, with an emphasis on assistance in obtaining transitional or permanent housing.
- ii. Recipients must ensure that assistance is provided to eligible beneficiaries in the following target populations:
  - a) Persons with a Behavioral Health Diagnosis
  - b) Persons fleeing Domestic Violence
  - c) Youth, including youth exiting foster care and the juvenile justice system
  - d) Persons with HIV/AIDS

#### G. Reporting and Recordkeeping

- i. Recipients of Homelessness Prevention and Rapid Re-Housing Program funds must input data on the statewide Homeless Management Information System (HMIS). Summary reports must be provided from HMIS on a monthly basis. This input will provide statistical information on services and individuals served.

- a) This information will include but may not be limited to detailed information on the number, gender, age, race, ethnicity, and special needs of beneficiaries, the services provided and facility information, placement of beneficiaries into housing, and expenses for the various eligible activities.
- ii. The Recipient must submit required information to the MFA in the format required by the MFA. The required format will be chosen by the MFA to be one or both of the following: Homeless Management Information System (HMIS), other electronic submissions and/or written reports.
- iii. Records on program activity must be maintained for a minimum of five (5) years after contract expiration.
- iv. Under this Application Package, recipients must develop and implement procedures to ensure the confidentiality of records pertaining to any individual that is provided family violence prevention or treatment services. Written client authorization must be obtained prior to release or data entry of any confidential information.

#### H. 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:

- i. Financial management standards,
- ii. Nondiscrimination and equal opportunity,
- iii. Lead-based paint,
- iv. Conflicts of interest,
- v. Drug-free workplace,
- vi. Lobbying and disclosure of information, and
- vii. 24 CFR Part 135 and Section 3 of the Housing and Urban Development Act of 1968, as amended, Women Owned Business/Minority Owned Business Outreach Procedures.

For further information on Other Federal Requirements, see the HUD Notice FR-3507-N-01.

#### I. Minimum Threshold Criteria

In addition to the general requirements listed above, Offerors must meet each of the following minimum threshold criteria, following deficiency correction, in order to be considered for funding.

##### i. Universal Minimum Criteria

- a) If a Nonprofit, Offeror must submit proof of 501(c)(3).
- b) If a Nonprofit, Offeror must 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.
- c) If a Public Housing Authority, Offeror must submit a letter from HUD documenting:
  - 1. Official name
  - 2. Status as a Public Housing Authority
  - 3. HUD PHA number
  - 4. Good standing with HUD
- d) Offeror must submit a Letter of Support from the county government(s) the Offeror proposes to serve. 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 government official authorized to sign such a letter of the county in which the program activity will take place. The letter must specifically endorse the project/activity proposed in the application.

- e) Offeror must submit the most current copy of the Agency's financial audit, being an audit of the most recent of the fiscal years ending in 2008 or 2007, including all correspondence referred to within the audit and the management response. If Offeror has received a 2009 Award Letter for TSS or TBRA from MFA, Offeror may submit Award Letter in lieu of resubmitting Financial Audit.
- f) Have no material outstanding independent financial audit findings as determined by MFA staff.
- g) Offeror must 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.
- h) Offeror must submit copy of agency mission statement to demonstrate that the agency can serve the general population and meets the eligibility criteria in II.B above.
- i) Executive summary
- j) Offeror must submit resumes of staff listed below to demonstrate the administrative and financial management capacity necessary to accept and account for the use of public funds, and the capacity to provide the services proposed:
  - 1. Executive Director
  - 2. Financial Manager
  - 3. Resumes of Program Staff
  - 4. Other Key Staff as applicable to support Offeror capacity

ii. Homelessness Prevention and Rapid Re-Housing Program Specific Minimum Criteria  
In addition to meeting all of the above criteria, agencies must also meet the following specific criteria.

- l) Offeror must have a minimum of two years experience (and has current and ongoing funding) with a voucher based rental assistance program, defined as Supportive Housing Program (SHP) leasing, Shelter Plus Care (S+C) leasing, Housing for Persons with AIDS (HOPWA) TBRA, HOME TBRA, Section 8/Housing Choice Voucher, Public Housing, Linkages Housing Vouchers, or other housing program following the Section 8 rent calculation formula.
- m) Offeror must provide documentation to demonstrate that the agency either currently participates in HMIS or has the capacity to participate in HMIS or a comparable database as defined by HUD. Offerors currently participating in HMIS should provide a copy of the agency's HMIS Interagency Data Sharing Agreement and a copy of at least one HMIS User Agreement.

### **III. General Program Information**

#### **A. Eligible Activities**

There are four eligible activities under the Homelessness Prevention and Rapid Re-Housing Program: Financial Assistance, Housing Stabilization and Relocation Services, Data Collection and Evaluation, and Administrative Costs. Successful Offerors will be expected to make available the full range of activities as indicated by the needs assessment of the beneficiary household. Successful Offerors will propose a program budget to include all activities upon receiving notice of an award. Complete details on the eligible uses of funds can be found in HUD Notice FR-5307-N-01, available at <http://www.hud.gov/recovery/homeless-prevention.cfm>; a summary follows:

- i. Financial Assistance
  - a) Rental assistance of up to 18 months, including shallow subsidies, declining subsidies, and subsidies deeper than Section 8 subsidies;
  - b) Up to 6 months of back rent, which counts against the 18 month maximum;
  - c) Security and utility deposits;
  - d) Up to 18 months of utility payments, including up to 6 months of back utility payments;
  - e) Moving cost assistance (not furnishings);
  - f) Motel and hotel vouchers for no more than 30 days, if no appropriate shelter is available and rental housing has been identified but is not ready to be moved into; and
  - g) Staff and other direct program costs needed in order to provide the above assistance.
  
- ii. Housing Stabilization and Relocation Services
  - a) Outreach and engagement;
  - b) Case management services, including counseling;
  - c) Service coordination;
  - d) Monitoring and evaluating program participant performance;
  - e) Developing housing and service plans;
  - f) Legal services to help people stay in their housing; and
  - g) Credit repair, including money management and resolving personal credit issues.
  
- iii. Data Collection and Evaluation
  - a) Operating HMIS for purposes of HPRP;
  - b) Analyzing data and patterns of use of HPRP;
  - c) Purchase of HMIS software or licenses for HPRP subgrantees;
  - d) Equipment; and
  - e) Developing new software.
  
- iv. Administrative Costs
  - a) Accounting and audits; and
  - b) Training for staff and case managers, if the training is directly related to learning about HPRP.
  
- v. Ineligible Activities
  - a) Mortgage costs;
  - b) Construction or rehabilitation;
  - c) Credit card bills or other consumer debt;
  - d) Car repair or transportation costs;
  - e) Travel costs;
  - f) Food;
  - g) Medical or dental costs or medicines;
  - h) Clothing and grooming;
  - i) Home furnishings;
  - j) Pet care;
  - k) Entertainment;
  - l) Work- or education-related materials;
  - m) Cash assistance;
  - n) Developing discharge planning programs in mainstream
  - o) Coordination with other Recovery Act resources

**B. Evaluation Criteria**

A single Offeror will be selected for each service area. A service area is at a minimum one county. Scoring will be based on: Housing Administration Capacity, Community Collaboration, and Geographic Areas Served, with preference to Offerors with higher housing capacity, experienced staff, greater community collaboration, collaboration with providers serving target populations, and serving a greater area. The MFA will select the Offerors with the highest scores.

**A minimum score of 51 points is required for an Offeror to be awarded funds.**

Specific criteria and points available are as follows:

i. Agency Housing Administration Capacity

Criteria	Points	
# Current Voucher Units	From 30 – 99 units	10
	From 100 – 199 units	15
	200 or more units	20
# of Combined years of experience of staff to provide Income Eligibility Certifications	From 5 to 10 years	5
	From 11 – 20 years	10
	21 or more years	15
# of Combined years of experience of staff to provide HQS Inspections	From 5 to 10 years	5
	From 11 – 20 years	10
	21 or more years	15

ii. Community Collaboration

	Points	
# of Collaborative Partners	From 1 to 4 partners	3
	From 5 to 7 partners	9
	8 or more partners	13
Target Populations served by Offeror and/or Collaborative Partner; Points to be awarded per category		
Persons with a Behavioral Health Diagnosis	3	
Persons fleeing Domestic Violence	3	
Youth, including Youth exiting Foster Care and the Juvenile Justice System	3	
Persons with HIV/AIDS	3	

iii. Geographic Areas Served

	Points
# of Counties Proposed	
3 counties	10
4 counties	15
5 counties	20
6 or more counties	25

iv. Bonus Points

	Points
Complete Application (not requiring Deficiency Correction)	5

C. Allocation of Funds

Funds will be allocated on a formula basis to each Offeror for the service area, by county. The estimated program funds available of \$6,304,147 will be allocated per county, to be utilized for financial assistance, housing relocation and stabilization services, and data collection and evaluation. The estimated administrative funds available of \$135,573 will be allocated per county using the same formula. The formula is as follows in Figures 1 & 2:

**Figure 1: Formula Allocation By County**

County	Reference	Level of Need			Housing Cost		Allocation
	Population Share <sup>1a</sup>	Poverty Share <sup>2a</sup>	Unemployment Share <sup>3a</sup>	Need Score <sup>4</sup>	Fair Market Rent (2 bedroom) <sup>5</sup>	Relative Fair Market Rent <sup>6</sup>	County Share of Funds
Dona Ana County	13.81%	17.18%	13.65%	15.42%	553	104.54%	13.59%
San Juan County	8.39%	8.32%	9.33%	8.83%	753	142.34%	10.60%
Santa Fe County	9.86%	7.85%	9.49%	8.67%	928	175.43%	12.82%
Bernalillo County Uninc. *	7.59%	6.02%	7.74%	6.88%	753	142.34%	8.26%
McKinley County	4.84%	6.86%	4.78%	5.82%	612	115.69%	5.68%
San Miguel County	1.96%	2.52%	7.31%	4.92%	607	114.74%	4.76%
Valencia County	4.95%	4.04%	5.13%	4.58%	753	142.34%	5.50%
Chaves County	4.32%	4.63%	3.78%	4.20%	514	97.16%	3.44%
Otero County	4.30%	4.63%	3.69%	4.16%	502	94.90%	3.33%
Luna County	1.86%	3.23%	4.96%	4.10%	502	94.90%	3.28%
Rio Arriba County	2.79%	3.20%	3.67%	3.43%	539	101.89%	2.95%
Sandoval County	8.38%	4.50%	2.15%	3.32%	557	105.29%	2.95%
Lea County	4.05%	3.89%	2.66%	3.27%	502	94.90%	2.62%
Eddy County	3.52%	3.01%	2.67%	2.84%	502	94.90%	2.27%
Curry County	3.00%	3.04%	2.19%	2.62%	502	94.90%	2.09%
Taos County	2.16%	2.06%	3.14%	2.60%	718	135.73%	2.98%
Cibola County	1.87%	2.32%	1.85%	2.08%	502	94.90%	1.67%
Grant County	2.04%	1.91%	1.99%	1.95%	529	100.00%	1.65%
Socorro County	1.25%	1.98%	1.09%	1.53%	502	94.90%	1.23%
Torrance County	1.11%	1.35%	1.26%	1.31%	753	142.34%	1.57%
Roosevelt County	1.29%	1.62%	0.96%	1.29%	502	94.90%	1.03%
Lincoln County	1.42%	1.07%	1.27%	1.17%	601	113.61%	1.12%
Sierra County	0.85%	1.07%	0.77%	0.92%	502	94.90%	0.74%
Colfax County	0.89%	0.82%	0.96%	0.89%	534	100.95%	0.76%
Quay County	0.61%	0.77%	0.64%	0.70%	502	94.90%	0.56%
Los Alamos County	1.24%	0.22%	0.98%	0.60%	955	180.53%	0.91%
Mora County	0.35%	0.42%	0.57%	0.50%	593	112.10%	0.47%
Hidalgo County	0.34%	0.43%	0.38%	0.41%	502	94.90%	0.32%
Guadalupe County	0.30%	0.37%	0.35%	0.36%	593	112.10%	0.34%
Catron County	0.23%	0.26%	0.27%	0.27%	502	94.90%	0.21%
Union County	0.26%	0.24%	0.18%	0.21%	502	94.90%	0.17%
De Baca County	0.13%	0.12%	0.11%	0.12%	502	94.90%	0.09%
Harding County	0.05%	0.04%	0.04%	0.04%	502	94.90%	0.03%
Total	100.00%	100.00%	100.00%	100.00%			100.00%

**Figure 2: Notes to Formula Allocation**

Area	Data Reference		
	Number of Persons <sup>1</sup>	Number of Persons Below the Poverty Level <sup>2</sup>	Number of Unemployed Persons out of Civilian Labor Force <sup>3</sup>
New Mexico	1,984,356	344,060	39,992
Bernalillo County	635,139	92,450	12,992
Bernalillo County Uninc. *	110,768	16,123	2,266
Nonentitlement Area	1,459,985	267,733	29,266

*	Population-based data for Bernalillo County Unincorporated is set at 17.44% of Bernalillo County data. Data Source: 2007 Population Estimates T1 for Bernalillo County and the City of Albuquerque, US Census Bureau, Population Estimates Program.
1	Data Source: 2008 Population Estimates GCT-T1, US Census Bureau, Population Estimates Program, GCT-T1: Population Estimates.
1a	County Share of Total Persons in the Nonentitlement Area
2	Data Source: 2007 Persons Below the Poverty Level, NM Counties. U.S. Census Bureau, Small Area Income and Poverty Estimates (SAIPE).
2a	County Share of Persons Below the Poverty Level in the Nonentitlement Area
3	Data Source: 2008 Civilian Labor Force, by County (Annual Averages). New Mexico Dept. of Workforce Solutions, Economic Research and Analysis Bureau and University of New Mexico Bureau of Business and Economic Research.
3a	County Share of Unemployed Persons in the Nonentitlement Area
4	Need Score = Weighted Average of Poverty Share and Unemployment Share
5	Data Source: 2009 HUD Fair Market Rent, All Counties, 2 Bedroom Units
6	Relative Fair Market Rent = $\text{County FMR} \div \text{Median FMR}$ Median FMR = \$529
7	Allocation of Funds = $\text{Need Score} \times \text{Available Funds} \times \text{Relative Unit Rent}$ Available Funds = \$6,304,147
8	County Administrative Funds = $\text{Share of Funds} \times \text{Administrative Funds}$ Administrative Funds = \$203,360

## Additional Conditions of this Request for Proposals

### D. 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 advance and in writing any subcontractors.

### E. No Obligation

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.

### F. 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.

### G. Governing Law

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

### H. 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.

## IV. Proposal Format and Instructions to Offeror

### A. Complete Application

- i. Applications and forms may be downloaded from the MFA website: [www.housingnm.org](http://www.housingnm.org)
- ii. Offeror(s) must submit one (1) copy of the agency financial audit, accompanied by one (1) original and three (3) copies of the application form and all required schedules and attachments, for a total of four (4) application packages.
- iii. Applications must include the "Homelessness Prevention and Rapid Re-Housing Program Application" form attached to this Application Package and all schedules and attachments pertaining thereto.
- iv. MFA forms released with this application (applications, budgets, certifications, schedules) must be used when provided by MFA. No substitutions will be accepted.
- v. All applications must be self-contained.

B. Submission Procedure

**All applications must be received by MFA no later than Friday, June 19, 2009, 5:00 PM, Mountain Time.** Proposals shall be in sealed envelopes marked "Proposal to Furnish Homelessness Prevention and Rapid Re-Housing". Proposals should be delivered to:

Proposal to Furnish Homelessness Prevention and Rapid Re-Housing  
New Mexico Mortgage Finance Authority  
344 4<sup>th</sup> St. 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 or 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. Contract Negotiations

Contract negotiations will be conducted following the notification of award. Contract negotiations may include service areas in addition to the ones proposed by the Offeror. 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(s) without a new procurement process.

## V. Definitions

**Application** means the completed forms, schedules, attachments, and any additional documentation requested in the Transitional and Supportive Services Application Package

**Beneficiary** means a person experiencing homelessness who is receiving assistance supported by TSS Program funds.

**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.

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

**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.

**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** means a letter supporting the Offeror's application, dated no more than 90 days prior to the application date, signed by a government official authorized to sign such a letter of the county in which the program activity will take place. The letter must specifically endorse the project/activity proposed in the application.

**Offeror** means a qualified governmental entity or non-profit organization, proposing to serve persons experiencing homelessness or at risk of homelessness under the Homelessness Prevention and Rapid Re-Housing Program.

**Successful Offeror** means a unit of local government, including tribal governments, or non-profit organizations that have passed minimum threshold and are eligible to be awarded funds under this RFP.

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

**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.

**Voucher Based Rental Assistance Program** means a housing program following the Section 8 rent calculation formula, such as Supportive Housing Program (SHP) leasing, Shelter Plus Care (S+C) leasing, Housing for Persons with AIDS (HOPWA) TBRA, HOME TBRA, Section 8/Housing Choice Voucher, Public Housing, or Linkages Housing Vouchers.

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

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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.

**"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.

## VII. List of Board Members and Staff

### A. 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

### B. Management

Jay Czar, Executive Director  
 Joseph Montoya, Deputy Director of Programs  
 Gina Hickman, Deputy Director of Finance  
 Jan Garcia, Human Resource Director

### C. Staff

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