



# **New Mexico Mortgage Finance Authority**

**Request For Proposals  
For Services Performed Under  
NM Energy\$mart (Weatherization Assistance Program)  
Program Year 2008-2009**

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# REQUEST FOR PROPOSALS

## Part I: Background & General Information

### **Introduction**

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

### **Background**

MFA administers The NM EnergySmart Program, a State and Federal energy conservation program under the auspices of United States DOE, 10 C.F.R. Part 440. et. Seq. MFA is the direct grantee for the U.S. Department of Energy's ("DOE") NM EnergySmart and will submit a grant application ("State Plan") for New Mexico to DOE for program year ("PY") 2008. Under the auspices of the DOE NM EnergySmart, the MFA plans to enter into weatherization service agreements with eligible respondents for the NM EnergySmart 2008 program year for all counties in New Mexico as a result of this Request for Proposals ("RFP").

The estimated funding available for 2008 includes \$1,714,483 in federal DOE funds, \$1,100,000 in State funds, 823,453 in Utility Funds and 1,402,056 in Low Income Home Energy Assistance Program ("LIHEAP") funds. In the grant application to DOE, MFA will list those Offerors recommended as 2008 NM EnergySmart service providers. Funding for future years will be based on available funding. The public will have the opportunity to comment on the Draft State Plan at a Public Hearing to be held March 17, 2008. Following DOE approval of the State Plan, contracts will be executed with the successful Offerors no later than July 1, 2008.

Offerors may not obligate funds, incur expenses, or otherwise implement program services prior to execution of a contract with MFA.

### **Purpose**

The purpose of this RFP is to solicit responses in accordance with the MFA's Procurement Policy from qualified organizations ("Offerors"), which are able to operate five program years, 2008 through 2012 of the DOE NM EnergySmart, based on a decision by the MFA Board of Directors. Offerors selected will have exclusive service responsibility for all areas they are awarded. Successful Offerors will have the management task of completely arranging for the accomplishment of the overall work program, which includes initial household identification, certification of household eligibility, and actual installation of energy conservation measures. The objective of the DOE NM EnergySmart is to reduce the amount of energy required for electric base load and home heating and cooling in order to minimize the energy expense for eligible low-income households.

### **Contact Person**

Offerors may direct questions regarding this RFP to:

Ms. Shannon Tilseth  
Administrative Assistant  
New Mexico Mortgage Finance Authority  
344 4th Street, SW

Albuquerque, NM 87102  
Phone: 505-843-6880; Fax: 505-242-2766  
E-mail: stilseth@housingnm.org

**Proposal Submission**

The original and four copies of a proposal must be received by the contact person at the above address no later than Friday, March 7, 2008 at **5:00 pm**, Mountain Time. Proposals shall be in sealed envelopes clearly indicating the Offeror's name and marked "Proposal to Furnish NM EnergySmart Services." **Late proposals will not be accepted.**

**Time Frames for Completion**

The following is the time frame for recommended Offeror selection:

<b><u>Date</u></b>	<b><u>Activity</u></b>
02/20/08	RFP Release Date
02/22/08	Mandatory Offeror RFP Training
03/07/08	Deadline for receipt of proposals by MFA
03/17/08	Public Hearing on Draft State Plan
04/23/08	MFA Board approval of selected Offerors
05/01/08	State Plan due to DOE
07/01/08	Contracts become effective upon approval by MFA.

**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.

**RFP Revisions and Supplements**

If it becomes necessary to revise any part of this RFP or if additional information is necessary to clarify any provision of this RFP, the revision or additional information will be provided to all Offerors who have requested the RFP.

**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.

**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 from any Offeror which is not responsive.

**Evaluation of Proposals, Award Notice and Negotiation**

Responses will be evaluated by an Internal Review Committee of MFA staff using the criteria listed in Parts II and III below, and by a Review Committee of the MFA Board of Directors, with final selection to be made by the full Board.

The MFA shall award the contract to the Offeror(s) whose proposal(s) are deemed to be most advantageous to the MFA. The MFA may provide Offerors whose proposals are reasonably likely, in MFA's discretion, to be selected, an opportunity to discuss and revise their proposals prior to award for the purpose of obtaining final and best offers. Proposals shall be evaluated on the criteria listed in Parts II and III below.

### **Award Notice**

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

### **Contract Term**

The successful Offeror(s) will enter into a contract with the MFA for services to be performed. The term of the contract will begin on July 1, 2008, as specified in the contract, and end on June 30, 2009. At the discretion of the Board, the contract may be extended for **four (4) one (1)** year periods on the same terms and conditions, contingent upon funding availability, Offeror's performance, Offeror's good standing in the NM EnergySmart and such other factors as MFA may determine, including the performance of the NM EnergySmart statewide. The renewal option is in the sole discretion of the MFA. This RFP and the proposal submitted by the successful Offeror(s) shall define the terms by which the successful Offeror(s) shall perform the services contemplated by the RFP.

The minimum standards and criteria that will be used to determine renewal of contracts will include a yearly update on the status of an Offerors program in the form of a performance evaluation to include the following:

- Status as to whether or not their production schedule was met timely
- Status as to whether or not funding was expended and billed timely
- A yearly current financial audit with no unresolved findings
- No major outstanding findings from MFA monitoring

In the event an Offeror is deemed not qualified to administer the Program, MFA will issue an RFP for the area that is being served by the non-qualified agency.

### **Proposal Confidentiality**

Except in response to inquiries from the 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 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.

### **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.

### **Responsibility of Offerors**

If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror, a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared and the Offeror shall be disqualified from 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. Offerors intending to subcontract any portion of the program operation must utilize an RFP approved by MFA. 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.

### **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 the Contact Person. The protest must be delivered to the MFA within ten (10) calendar days after the notice of award. Upon the timely filing of a protest, the Contact Person shall give notice of the protest to all Offerors who appear to have a substantial and reasonable prospect of being affected by the outcome of the protest. The Offerors receiving notice may file responses to the protest within seven (7) calendar days of notice of protest. The evaluation committee of the Board of Directors shall review the protest and responses to the protest and shall make a recommendation to the Board of Directors regarding the disposition of the protest. The Board of Directors shall make a final determination regarding the disposition of the protest.

### **Public Hearings**

On 03/17/08, MFA will hold a public hearing on the draft of the 2008 NM EnergySmart State Plan. At that hearing, public comments will be taken on the draft State Plan as presented. In accordance with 10 C.F.R. 440.15(a) (2), upon approval by the MFA Board of the successful Offerors, the State Plan will be filed with DOE.

## **Part II: Minimum Qualifications and Requirements**

All Offerors must meet the threshold requirements below to be considered for funds. **NOTE:** For ease of evaluating responses to this RFP, please submit your response utilizing the order and letter provided below.

### **Threshold Requirements:**

- Agency Identification form ("Attachment 1") Note: Official submission signature must be on this form as unsigned proposals will not be accepted.
- Offeror Certification form ("Attachment 2")
- Certification showing proof of attendance at the Mandatory RFP training.
- A non-profit Offeror must show proof of its non-profit status by way of a current effective Internal Revenue Service ("IRS") ruling providing tax-exempt status under § 501(c)(3) of the IRS Code. A Community Action Agency ("CAA") must provide current designation as a CAA; a public

housing agency you must show proof of agency code number from HUD and verification of good standing with the local HUD field office.

- Current proof of registration with the New Mexico Attorney General's office as a charitable organization.
- List of Board of Directors with information on length of term, frequency of Board meetings, and attendance figures for previous 12 months.
- Offerors must certify that they do not have any outstanding findings for any MFA-administered housing programs.
- Offerors must certify they have not been debarred or suspended from doing business with the federal government.
- A copy of Offerors' most current independent financial audit must be dated no earlier than 2006.
- Agency's Financial Statement as of December 31, 2007.
- Budgets (Format is attached as Attachment 3).
- Bid for Proposed Per Unit Average by Region (Format is attached as Attachment 5).
- A minimum score of 50 must be met in order to pass threshold requirements.

**Program Narrative:**

- **Capacity**
  - Complete Attachment 5 indicating the Regions you are bidding on and the per unit average you are proposing.
  - Provide a job description for the position of your Executive Director and Fiscal Officer.
  - If you are a current NM Energy\$mart provider, attach a resume for the Program Director and the Weatherization Coordinator. Provide the percentage of time each of these employees will dedicate to the NM Energy\$mart Program.
  - If you are not currently providing NM Energy\$mart services, provide a detailed description of the positions of Program Director and Weatherization Coordinator. If you do not currently have staff for these positions provide the means in which you will acquire qualified employees to work in the program. Provide the percentage of time the employees will be working directly on the program.
  - If contractors will be used for any purpose, provide on a separate 8 ½ by 11 sheet of paper, a list of contractors available for sub-contract work and any other work to be done in the region you are applying for.
  - Provide a proposed NM Energy\$mart program flowchart of staff working directly on the program.
- **Performance**

- Outreach includes costs that are not administrative in nature but are used for outreach, targeting and needs assessments to serve eligible households. Provide a description of:
  - A. How potential NM Energy\$mart clients will be identified;
  - B. How each county of the service area will be served;
  - C. How the priority groups under NM Energy\$mart -- the elderly, disabled and households with very young children and households with high energy burdens - will be served;
  - D. How the program will serve renters equitably;
  - E. How the program priorities will be set;
  - F. How applications will be taken;
  - G. The location of outreach offices in your service area (as applicable); and
  - H. How the Offeror will work through other entities in the counties to be served for outreach.
  
- For agencies currently providing NM Energy\$mart services, provide on a separate 8 ½ by 11 sheet of paper a comparison of the production schedule provided in each of your NM Energy\$mart contracts with the dates, broken down by **MONTH** of the actual production produced by month for the dates of January 1, 2007 thru December 31, 2007.
  
- For a new agency responding to this RFP demonstrate your capacity to perform weatherization services in a timely manner by providing proven results from a federally funded program that requires unit production.
  
- If you are currently a NM Energy\$mart service provider, on a separate 8 ½ by 11 sheet of paper provide your agencies labor versus material ratio for the period of January 1, 2007 thru December 31, 2007. Specifically, provide your agency's per unit average with per unit average details. (ie: how you determine overhead versus material in a home)
  
- For current NM Energy\$mart service providers, on separate 8 ½ by 11 sheet of paper provide the following information by County.
  1. A comparison of agency's contractual obligation for units required with the actual production that was done in each **COUNTY**.
  2. Contractual per unit average with agency's actual per unit average.
  
- For any agency responding to this RFP, provide the following information on a separate 8 ½ by 11 sheet of paper.
  1. **Disclosure:** Please provide a statement disclosing:
    - a. Any political contribution or gift valued in excess of \$2,500.00 (singularly or in the aggregate) made by Offeror or on Offeror's behalf to any elected official of the State of New Mexico in the last three (3) years; and
    - b. Any current or proposed business transaction between Offeror and any MFA member, officer, employee or their employer or other potential conflict which may give rise to a claim of conflict of interest. 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.
  2. **Litigation:** Please describe any material, current or pending litigation, administrative proceedings or investigations that could impact the reputation or financial viability of your firm.
  3. **Equal Opportunity Employer:** The MFA requires that Offeror be an EOE. Please state that Offeror complies fully with all government regulations regarding nondiscriminatory employment practices.
  4. **Availability:** Please verify your availability and disclose any other work commitments that would be undertaken concurrently with this work.

### **Part III: Evaluation Criteria**

The criteria shown below are the basis for awarding funds. Contracts will be awarded to Offerors achieving the threshold and who demonstrate the ability to provide the best weatherization service as determined by the MFA scoring criteria. A minimum score of 50 must be met in order to qualify for funding.

#### **FOR NEW AGENCIES PROPOSING TO PROVIDE WEATHERIZATION SERVICES**

<p>Provide a detailed description of your construction/development experience</p> <ul style="list-style-type: none"> <li>• More than 7</li> <li>• 5 to 7 years</li> <li>• 3 to 5 years</li> <li>• 1 to 3 years</li> </ul>	<p>Maximum Points = 35 35 Points 30 Points 20 Points 10 Points</p>
<p>Provide a detailed description of your ability to Manage Federal Grants</p> <ul style="list-style-type: none"> <li>• More than 7</li> <li>• 5 to 7 years</li> <li>• 3 to 5 years</li> <li>• 1 to 3 years</li> </ul>	<p>Maximum Points = 23 23 15 10 5</p>
<p>With regards to capacity. Provide the percentage of time the Program Director and Weatherization Coordinator will be dedicated to NM EnergySmart activities.</p> <p>Program Director Dedicated 100% Dedicated 75% Dedicated 50%</p> <p>Weatherization Coordinator Dedicated 100% Dedicated 75% Dedicated 50%</p>	<p>Maximum Points = 12</p> <p>6 points 3 points 1 points</p> <p>6 points 3 points 1 points</p>
<p>Proposed Per Unit Average Per Region</p> <p>Provide proposed per unit average for each region you are applying for using Schedule A and Attachment 5. Please note that after Offerors have been selected the option for re-establishing regions can be discussed in order to provide the most efficient service throughout the State.</p> <p><u>Formula to be used for points:</u> \$2,200 lowest bid (lowest bid for a region receives 30 points) \$2,300 next bid for same region</p> <p>(e.g. <math>\\$2,200/\\$2,300 = 96\% * 30 \text{ points} = 29\%</math> or 29 points for higher bid)</p>	<p>Maximum Points = 30</p>

#### **FOR AGENCIES ALREADY PROVIDING WEATHERIZATION SERVICES**

<p>A comparison of the production schedule provided in each contract with actual production produced by month</p> <ul style="list-style-type: none"> <li>• 100% on schedule</li> <li>• 99 to 80% on schedule</li> <li>• 79 to 60% on schedule</li> </ul>	<p>Maximum Points = 23</p> <p>23 points 20 points 15 points</p>
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<ul style="list-style-type: none"> <li>• 59 to 40% on schedule</li> <li>• Less than 40% on schedule</li> </ul>	10 points 5 points
A comparison of your goal vs. your actual production in specific counties <ul style="list-style-type: none"> <li>• 90 to 100% of county contractual obligation met</li> <li>• 60 to 89% of county contractual obligation met</li> <li>• 20 to 59% of county contractual obligation met</li> <li>• Less than 20% of county contractual obligation met</li> </ul>	Maximum Points = 20 20 points 15 points 10 points 5 points
Provide materials vs. labor ratio for the period of January 1, 2007 thru December 31, 2007 <ul style="list-style-type: none"> <li>• Over 25%</li> <li>• 21 to 25%</li> <li>• 15% to 20%</li> </ul>	Maximum Points = 15 15 points 10 points 5 points
With regards to capacity. Provide the percentage of time the Program Director and Weatherization Coordinator will be dedicated to NM EnergySmart activities. <u>Program Director</u> Dedicated 100% Dedicated 75% Dedicated 50%  <u>Weatherization Coordinator</u> Dedicated 100% Dedicated 75% Dedicated 50%	Maximum Points = 12  6 points 3 points 1 points  6 points 3 points 1 points
Proposed Per Unit Average Per Region  Provide proposed per unit average for each region you are applying for using Schedule A and Attachment 5. Please note that after Offerors have been selected the option for re-establishing regions can be discussed in order to provide the most efficient service throughout the State.  <u>Formula to be used for points:</u> \$2,200 lowest bid (lowest bid for a region receives 30 points) \$2,300 next bid for same region  (e.g. $\$2,200/\$2,300 = 96\% * 30 \text{ points} = 29\%$ or 29 points for higher bid)	Maximum Points = 30

#### **Part IV: Services to Be Performed**

The following major tasks must be accomplished by successful 2008 DOE NM EnergySmart Offerors.

- Create an appropriate program team, including any subcontract arrangements, for installation of program measures in beneficiary households' homes.
- Execute subcontract arrangements for labor only if you do not have in-house staff for the installation of weatherization materials and labor and materials for heating modifications as needed to accomplish the program objectives.
- Establish operating procedures, information systems, accounting system, inventory control, work schedules and other necessary means for organizing the program.

- Adequately publicize and place priority to program availability to the low-income target population so that potential beneficiaries are reasonably informed of the program. Include, in particular, low-income persons who are elderly, disabled or children, within designated geographic service areas.
- Receive applications, certify income eligibility and determine recipient priority. Determine the weatherization labor, program support, materials and health and safety measures needed to complete repairs on each home by conducting unit assessments utilizing diagnostic equipment (i.e., blower door and indoor air quality testing in conjunction with the National Energy Audit Tool ("NEAT"), or Manufactured Home Energy Audit ("MHEA").
- Insure that every weatherized home receives all allowable measures as determined by NEAT/MHEA, in order of priority, keeping the costs within the per unit average.
- Arrange for efficient and effective management for in-house crew or subcontractors to perform weatherization work.
- Perform a "Final Inspection" on each home
- Perform required recordkeeping as shall be required by DOE regulations 10 CFR Part 440 et seq. and other funding agencies. Participate in audits and the examination of Offeror's books and records as may be required by MFA, any State or Federal government agency and any third party verification firm as required under the Public Regulatory Commission under this program.
- Submit invoices and programmatic reports to MFA by the 25<sup>th</sup> day of each month.
- Limit expenditures for operating purposes to no more than the authorized percentage of the funds granted under this program.
- Undertake leveraging activities to secure additional funding from non-federal sources.

The above listing of major program tasks is not exhaustive and is meant to provide potential Offerors with some indication of the scope of program responsibilities. It is important to note that there is a social services element to the low-income weatherization program as well as the weatherization 'hardware' element.

**Service Area Funding Levels – See Attachment 4 (Schedule A)**

The Service Areas are designated into 7 regions covering the 33 Counties within New Mexico. Regions will not be split up therefore, an offeror must apply for an entire region/regions. Allocation amounts for PY 2008-2009 are estimated as: \$1,945,485 in DOE Funds; \$823,453 in Utility Funds; \$750,000 in State Funds and \$1,350,000 in LIHEAP Funds. Funds will be allocated to successful Offerors based upon the relative need for a weatherization project for low-income persons in the area(s) they serve.

**Region 1**

San Juan  
McKinley  
Cibola

**Region 2**

Rio Arriba  
Taos  
Colfax  
Los Alamos  
Santa Fe  
Mora  
San Miguel

**Region 3**

Sandoval  
Bernalillo  
Valencia  
Torrance

**Region 4**

Union  
Harding  
Quay  
Curry  
Guadalupe  
DeBaca  
Roosevelt

**Region 5**

**Region 6**

**Region 7**

Catron	Lincoln	Socorro
Grant	Chavez	Sierra
Hidalgo	Otero	Dona Ana
Luna	Eddy	
	Lea	

**Time of Performance**

The 2008 program year will commence on July 01, 2008, based on official approval by DOE of the New Mexico NM Energy\$mart State Plan and approval of contracts by the MFA with the successful Offerors. All funds awarded under this RFP must be expended within twelve (12) months of the contract effective date, or by June 30, 2009.

**Additional Funding**

If other funds become available to MFA during the program year for low-income weatherization purposes similar to the work performed under NM Energy\$mart, such additional funding may, at the option of MFA, be offered to successful Offeror(s) hereunder without new RFPs. MFA retains sole discretion to determine the need for additional RFPs. Satisfactory performance under any prior DOE NM Energy\$mart contracts and/or other MFA program contracts will be a prerequisite for consideration for additional funding.

**Certification of Compliance with Equal Employment Law**

Successful Offerors will be required to comply with applicable State and Federal laws, regulations and executive orders relating to equal employment opportunity and affirmative action.

**Cost and Other Contractual Considerations**

The contract between MFA and successful Offeror(s) shall be for a fixed amount. Payments made by MFA shall be made on a reimbursement basis. It may be possible for a successful Offeror to receive an advance.

**Part V: Program Structure**

**Geographic Distribution**

NM Energy\$mart is a statewide Program.

**Service Areas**

Awards will be based in part on the Offeror's demonstrated capacity and cost effectiveness to serve the areas they propose.

**Bid Process**

- A. Each Offeror may bid on any of the 7 Regions they wish to serve.
- B. Each Offeror will be asked to propose a per unit average for each of the Regions they propose to serve. Unit averages may vary from one region to another.
- C. Per unit averages will be evaluated based upon what is considered by reviewers to provide the best services to a specific Region and to the state as a whole.
- D. Per unit averages will be negotiated by the MFA and Offeror if the original bid for per unit averages exceed the statewide average.
- E. In the case of multiple bids for the same Regions, subject to the threshold and other scoring criteria and requirements in this RFP, the lowest bid may be used to decide the winner, but overall bid elements (capacity, experience, number of counties proposed, proximity to base of

operation, etc.) will influence all decisions made by the MFA, with efficiency and effectiveness of serving the State as the MFA's goal.

- F. In the event no bids are received for a region, that region will be included in a contract for an adjacent county or counties.
- G. Please note that after Offerors have been selected the option for re-establishing regions can be discussed in order to provide the most efficient service throughout the State.

### **State Per Unit Averages**

- A. Per unit averages will be established for each region by the MFA, based upon DOE guidelines.
- B. MFA established per unit averages will vary according to population density, climatic region, agency's proximity to county, etc.
- C. Each Offeror's proposed per unit averages will be compared to those established by the MFA and all allocations and awards combined must not exceed the State per unit average as established by DOE.

### **Budgets**

Based on the award amounts, as funding sources become available each agency will submit budgets for the total **NM Energy\$mart** funding (combined DOE, State funds), LIHEAP and Utility funds.

### **Contracts**

Each **NM Energy\$mart** Subgrantee (successful Offeror) will receive separate contracts for each funding source. (i.e. **NM Energy\$mart** (DOE and State combined), LIHEAP, Special Needs and Utility funds).

### **Invoicing**

Each **NM Energy\$mart** Subgrantee will submit one invoice by the 25<sup>th</sup> of each month for each of the funding sources.

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

### **Submission Procedures**

- 1. Proposals will not be opened publicly but will be opened in the presence of more than one MFA employee.
- 2. Offerors are to comply with all relevant Federal and State laws and regulations regarding this proposal.
- 3. Discussions may be conducted with Offerors to provide clarification, but proposals may be selected without such discussions.

### **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 the MFA may reasonably request relating to conflicts or potential conflicts of interest.

### **Confidential Data**

Offerors may request nondisclosure of confidential data in writing. Such data shall be clearly marked "Confidential", 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 a trade secret under the Uniform Trade Secrets Act, Section 57-3A-1 et seq. NMSA 1978.

If a citizen of this state requests disclosure of data for which an Offeror has made a written request for confidentiality, the MFA shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

### **Cancellation of RFP**

The RFP may be canceled and any and all proposals may be rejected and financial assistance may be terminated when it is in the best interest of the State of New Mexico and/or MFA in their sole discretion. If financial assistance is terminated the successful Offeror will be notified of the reasons for the termination and will be afforded an opportunity to be heard.

If MFA determines that a successful Offeror has failed to undertake weatherization activities in accordance with 10 CFR Part 440 et seq. and/or has failed to comply with the provisions of the Energy Conservation in Existing Buildings Act of 1976, as amended, 42 U.S.C. § 6851 et seq., MFA may decide to replace the Offeror and the action shall be treated as a finding under 10 CFR Part 440.30(i). Any new or additional successful Offerors shall be selected at a hearing in accordance with 10 CFR Part 440.14(a) using the criteria set forth herein.

### **No Obligation**

Awards shall be contingent upon successful negotiations of a final contract between MFA and the Offeror whose proposal is accepted by MFA. 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.

### **Sufficient Appropriation**

Any contract awarded to a successful Offeror 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. The MFA's decision as to whether sufficient appropriations are available shall be accepted by the successful Offeror and shall be final.

In no case will an Offeror receive an award with an insufficient funding allocation (of counties and units) than will justify the administration of such award for the entire 12 month contract term, as determined by the MFA.

**ATTACHMENT 1**

**AGENCY IDENTIFICATION**

**Legal Name of Offeror:** \_\_\_\_\_  
(Agency or Organization)

**Mailing Address:** \_\_\_\_\_

**Physical Address:** \_\_\_\_\_

**Business Telephone:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Federal Employer Identification No.:** \_\_\_\_\_

**Check One:**

Community Action Agency

Public Entity

Non-Profit

\_\_\_\_\_  
Official Signature

\_\_\_\_\_  
Date

**ATTACHMENT 2**

**OFFEROR CERTIFICATION**

\_\_\_\_\_ (“Offeror”) is submitting a proposal to the New Mexico Mortgage Finance Authority (“MFA”) to be a Subgrantee under the U.S. Department of Energy (“DOE”) Weatherization Assistance Program for the program year 2008-2009. Offeror certifies that:

It will abide by all applicable Federal and State of New Mexico laws and all applicable statutory, regulatory and judicially created rules and guidelines.

It warrants that it has not made any political contribution or gift valued in excess of \$2,500 (singularly or in the aggregate) made by Offeror or on Offeror’s behalf to any elected official of the State of New Mexico in the last three (3) years; and

It warrants that it has no current or proposed business transaction with any MFA member, officer, employee or their employer or other potential conflict which may give rise to a claim of conflict of interest. It warrants 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.

It warrants that it is an Equal Opportunity Employer, and it complies fully with all government regulations regarding nondiscriminatory employment practices.

It understands that MFA will monitor its performance and compliance.

It understands and represents that any contract it enters into with MFA will be binding in all respects.

If a non-profit, it warrants that it is registered with New Mexico Attorney General’s office as a charitable organization. (Proof of Registration is required).

The proposal shall be valid until contract award but no more than 90 calendar days from the proposal due date.

I HEREBY CERTIFY THAT ALL INFORMATION PROVIDED IN THE PROPOSAL IS TRUE AND CORRECT, AND THAT I HAVE THE AUTHORITY TO BIND THE RESPONDENT TO THE ASSURANCES, AS WITNESSED BY MY SIGNATURE BELOW.

**By:** \_\_\_\_\_

Signature

**Date:** \_\_\_\_\_

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

**ATTACHMENT 3 BUDGET FORM**

**2008-2009 NM ENERGY\$MART LINE ITEM BUDGET REPORT**

Agency Name and Address:							
Category	ADMIN - FIN AUDIT - LIAB. INS.	PROGRAM OPS.	LEVERAGE	H & S	T & TA	SPECIAL NEEDS	TOTAL
LINE ITEM							
<b>Part 1 - EMPLOYEE COMPENSATION</b>							
1. Employee Compensation							0.00
<b>Part 2 - EMPLOYEE BENEFITS</b>							
2. Employee Benefits							0.00
<b>Part 3 - TRAVEL</b>							
3. Travel							0.00
<b>Part 4 - VEHICLE EXPENSES</b>							
4. Vehicle Expenses							0.00
<b>Part 5 - MAINTENANCE, REPAIRS &amp; PROPERTY INSURANCE</b>							
5. Maint., Repairs, & Prop. Ins.							0.00
<b>Part 6 - SUPPLIES</b>							
6. Supplies							0.00
<b>Part 7 - WEATHERIZATION MATERIALS</b>							
7. WAP Materials							0.00
<b>Part 8 - CONTRACT LABOR</b>							
8. Contract Labor							0.00
<b>Part 9 - AUDIT</b>							
9. Audit							0.00
<b>Part 10 - LIABILITY INSURANCE</b>							
10. Liability Insurance							0.00
<b>Part 11 - OTHER OPERATING COSTS</b>							
11. Other Operating Costs							0.00
<b>Part 12 - CAPITAL OUTLAY (OVER \$500 UNDER \$5,000)</b>							
12. Capital Outlay							0.00
<b>GRAND TOTAL</b>							
GRAND TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Signature of Authorized Person \_\_\_\_\_

\_\_\_\_\_ Title

\_\_\_\_\_ Date

## **2008-2009 WAP Budget Worksheet - BUDGET EXPLANATION**

### **BUDGET CATEGORIES:**

ADMIN – FIN AUDIT – LIAB INS. Any expenditure allowable by OMB cost principles in carrying out this program may be charged as Administrative Costs. Examples include costs attributable to office or “administration” of WAP, i.e., processing payroll, processing vendor invoices, ordering supplies, telephone, salaries and benefits for secretaries, fiscal personnel, and other administration staff, etc. This category also includes the full costs of the WAP annual fiscal audit (only if audit funds were awarded to the subgrantee); and the full cost of the liability insurance for the weatherization projects general liability, personal injury, property damage, and Pollution Occurrence Insurance coverage.

PROGRAM OPERATIONS. Costs related to weatherization of a home or multi-family unit. Items included in Program Operations are: materials, contractors, transportation of materials and crew, purchase and maintenance of tools and equipment, storage costs, and labor and benefits for on-site supervisory personnel, crew leaders and crew members, inspectors, quality control persons, warehouse personnel, and inventory clerks.

LEVERAGE. Costs related to securing other funding sources, or for partnering with other agencies, i.e., with rehabilitation agencies. This could include a portion of administration costs for administering State and utility program funds as well.

HEALTH & SAFETY. Costs incurred for labor and materials used on a home to mitigate energy-related health and safety hazards, the elimination of which is necessary before, or because of, installation of weatherization materials. This is a small percentage of the overall budget.

TRAINING & TECHNICAL ASSISTANCE. A percentage of costs attributable to training provided to agency employees, whether by agency staff or by others outside the agency, as well as providing information concerning conservation practices to occupants of weatherized homes.

SPECIAL NEEDS. Costs attributable to addressing issues outside of those allowed by the DOE, such as replacement of furnaces or hot water heaters.

## BUDGET LINE ITEMS

Part 1 – Employee Compensation. This line incorporates **all** compensation paid to the employees working on WAP, including Administrative Personnel, WAP Coordinator, On-Site Supervisor, Crew Members and Other WAP Personnel.

Part 2 – Employee Benefits. This line incorporates **all** benefits paid to the employees working on WAP, including benefits for group insurance, retirement, payroll taxes and employee insurance.

Part 3 – Travel. This line incorporates **ONLY** travel related costs, including costs to travel in state and costs to travel out of state that are paid for WAP.

Part 4 – Vehicle Expenses. Expenses in this line item are for vehicle gas and oil, vehicle maintenance, vehicle repair and vehicle insurance. No other costs should be included.

Part 5 – Maintenance, Repairs and Property Insurance. This line incorporates **all** furniture, fixtures and equipment, building and equipment maintenance and supplies, and property insurance costs.

Part 6 – Supplies. This line includes office and field supplies, small tools under \$500, uniforms, and educational supplies.

Part 7 – WAP Materials. This line item is for the cost of materials used to weatherize a home allocated between Program Operations, Leverage, Health and Safety and Special Needs.

Part 8 – Contract Labor. Costs for contractors, allocated between Program Operations, Leverage, Health and Safety and Special Needs.

Part 9 – Audit. Costs for the agency's WAP annual fiscal audit. Costs are only allowed if funds have been awarded for audit purposes.

Part 10 – Liability insurance. Costs for your liability insurance for the weatherization projects general liability, personal injury, property damage, and Pollution Occurrence Insurance coverage.

Part 11 – Other Operating Costs. This line item includes printing & photo supplies, postage, bond premiums, utilities, rent of building/storage, rent of equipment, telecommunications, subscriptions & dues, registration & training fees, and advertising.

Part 12 – Capital Outlay. This budget line is for costs of equipment between \$500 and \$5,000 **ONLY** and require MFA's prior permission to expend. Vehicle purchases are made using MFA's capital outlay budget.

## ATTACHMENT 4 – SCHEDULE A - FUNDING AND UNIT ALLOCATION

The attached NM Energy\$mart allocation is based on estimated funding of \$4,036,949.14 to weatherize an estimated 1,339 homes on a per unit average of \$2,885.

2008-2009 TOTAL (DOE/STATE/LIHEAP/PNM) ALLOCATIONS - Schedule A									
SERVICE AREA	ADMIN.	FIN. AUDIT	PROG. OPER.	LIAB. INS.	T & TA	LEVRG.	H&S	TOTAL	UNITS
<b>Region I</b>									
CIBOLA COUNTY			\$59,629.00				\$2,200	\$61,829.00	22
ACOMA PUEBLO			\$27,650.00				\$1,200	\$28,850.00	10
LAGUNA PUEBLO			\$38,790.00				\$1,600	\$40,390.00	14
ZUNI PUEBLO			\$66,440.00				\$2,800	\$69,240.00	24
MCKINLEY COUNTY			\$199,523.00				\$7,800	\$207,323.00	73
SAN JUAN COUNTY			\$233,483.00				\$8,400	\$241,883.00	88
<hr/>									
SUBTOTAL REGION I	\$36,373.05	\$0.00	\$625,515.00	\$7,500.00	\$11,000.00	\$4,005.38	\$24,000.00	\$708,393.44	231
<b>Region II</b>									
COLFAX COUNTY			\$19,395.00				\$800	\$20,195.00	7
LOS ALAMOS COUNTY			\$13,825.00				\$600	\$14,425.00	5
MORA COUNTY			\$13,625.00				\$800	\$14,425.00	5
RIO ARRIBA COUNTY			\$88,173.00				\$3,600	\$91,773.00	32
JICARILLA APACHE			\$33,220.00				\$1,400	\$34,620.00	12
SAN JUAN PUEBLO			\$60,870.00				\$2,600	\$63,470.00	22
SAN MIGUEL COUNTY			\$72,010.00				\$3,000	\$75,010.00	26
SANTA FE COUNTY			\$243,569.00				\$6,800	\$250,369.00	95
NAMBE PUEBLO			\$19,395.00				\$800	\$20,195.00	7
POJOAQUE PUEBLO			\$24,965.00				\$1,000	\$25,965.00	9
SAN ILDEFONSO PUEBLO			\$13,825.00				\$600	\$14,425.00	5
SANTA CLARA PUEBLO			\$107,915.00				\$4,600	\$112,515.00	39
TESUQUE PUEBLO			\$5,570.00				\$200	\$5,770.00	2
TAOS COUNTY			\$88,723.00				\$3,200	\$91,923.00	33
PICURIS PUEBLO			\$24,965.00				\$1,000	\$25,965.00	9
TAOS PUEBLO			\$60,870.00				\$2,600	\$63,470.00	22
<hr/>									
SUBTOTAL REGION II	\$51,755.63	\$0.00	\$890,915.00	\$7,500.00	\$11,000.00	\$5,588.07	\$33,600.00	\$1,000,358.70	330
<b>Region III</b>									
BERNALILLO COUNTY			\$872,495.00				\$22,200	\$894,695.00	339
SANDOVAL COUNTY			\$136,377.00				\$3,400	\$139,777.00	53
COCHITI PUEBLO			\$13,825.00				\$600	\$14,425.00	5
JEMEZ PUEBLO			\$13,825.00				\$600	\$14,425.00	5
SAN FELIPE PUEBLO			\$19,395.00				\$800	\$20,195.00	7
SANDIA PUEBLO			\$33,220.00				\$1,400	\$34,620.00	12
SANTA ANA PUEBLO			\$5,570.00				\$200	\$5,770.00	2
SANTO DOMINGO PUEBLO			\$19,395.00				\$800	\$20,195.00	7
ZIA PUEBLO			\$5,570.00				\$200	\$5,770.00	2
TORRANCE COUNTY			\$19,395.00				\$800	\$20,195.00	7
VALENCIA COUNTY			\$101,857.00				\$3,000	\$104,857.00	39
ISLETA PUEBLO			\$5,570.00				\$200	\$5,770.00	2
<hr/>									
TOTAL REGION III	\$71,562.80	\$0.00	\$1,246,494.00	\$7,500.00	\$11,000.00	\$5,707.37	\$34,200	\$1,376,464.17	480
<b>Region IV</b>									
CURRY COUNTY			\$65,432.00				\$2,000	\$67,432.00	25
DEBACA COUNTY			\$5,570.00				\$200	\$5,770.00	2
GUADALUPE COUNTY			\$5,570.00				\$200	\$5,770.00	2
HARDING COUNTY			\$2,685.00				\$200	\$2,885.00	1
QUAY COUNTY			\$16,163.00				\$600	\$16,763.00	6
ROOSEVELT COUNTY			\$26,756.00				\$1,000	\$27,756.00	10
UNION COUNTY			\$7,908.00				\$200	\$8,108.00	3
<hr/>									
TOTAL REGION IV	\$7,524.67	\$0.00	\$130,084.00	\$7,500.00	\$11,000.00	\$739.98	\$4,400	\$161,248.65	49
<b>Region V</b>									
CATRON COUNTY			\$5,570.00				\$200	\$5,770.00	2
GRANT COUNTY			\$53,097.00				\$1,800	\$54,897.00	20
LUNA COUNTY			\$38,243.00				\$1,600	\$39,843.00	14
HIDALGO COUNTY			\$7,908.00				\$200	\$8,108.00	3
<hr/>									
TOTAL REGION V	\$6,070.37	\$0.00	\$104,818.00	\$7,500.00	\$11,000.00	\$625.74	\$3,800	\$133,814.11	39

**ATTACHMENT 4 – SCHEDULE A  
FUNDING AND UNIT ALLOCATION – (cont.)**

2008-2009 TOTAL (DOE/STATE/LIHEAP/PNM) ALLOCATIONS - Schedule A									
SERVICE AREA	ADMIN.	FIN. AUDIT	PROG. OPER.	LIAB. INS.	T & TA	LEVRG.	H&S	TOTAL	UNITS
<b>Region VI</b>									
CHAVES COUNTY			\$94,715.00				\$3,000	\$97,715.00	36
EDDY COUNTY			\$62,517.00				\$1,800	\$64,317.00	24
LEA COUNTY			\$54,059.00				\$2,000	\$56,059.00	20
LINCOLN COUNTY			\$33,220.00				\$1,400	\$34,620.00	12
OTERO COUNTY			\$76,342.00				\$2,400	\$78,742.00	29
MESCALERO APACHE			\$5,570.00				\$200	\$5,770.00	2
<b>TOTAL REGION VI</b>	\$18,854.62	\$0.00	\$326,423.00	\$7,500.00	\$11,000.00	\$1,799.15	\$10,800	\$376,376.77	123
<b>Region VII</b>									
DONA ANA COUNTY			\$183,194.00				\$7,200	\$190,394.00	67
SIERRA COUNTY			\$26,409.00				\$800	\$27,209.00	10
SOCORRO COUNTY			\$27,650.00				\$1,200	\$28,850.00	10
<b>TOTAL REGION VII</b>	\$13,805.99	\$0.00	\$237,253.00	\$7,500.00	\$11,000.00	\$1,534.31	\$9,200	\$280,293.30	87
<b>TOTAL REGION IVII</b>	\$205,947.14	\$0.00	\$3,561,502.00	\$52,500.00	\$77,000.00	\$20,000.00	\$120,000.00	\$4,036,949.14	1,339

**ATTACHMENT 5 – Proposed Per Unit Average Per Region**

Proposed Per Unit Average per Region	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7
<p>Provide proposed per unit average for each region you are applying for. Schedule A is provided as Attachment 4 for your review of the estimated amount of money available and the proposed number of units in each region based on \$2,885 per unit average. Please note that after Offerors have been selected the option for re-establishing regions can be discussed in order to provide the most efficient service throughout the State.</p>							

**MFA CODE OF CONDUCT**  
**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.
- 

<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.

**"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.

**"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.

## NEW MEXICO MORTGAGE FINANCE AUTHORITY ROSTER

### **Board Members**

Chair, Diane D. Denish – Lieutenant Governor, State of New Mexico  
Vice Chair, Michael Sivage –Chief Executive Officer, Sivage Community Development  
Standing Position, James B. Lewis – State Treasurer, State of New Mexico  
Member Gary King – Attorney General, State of New Mexico  
Member Michael Loftin – Executive Director, Homewise, Inc.  
Member Jimmy Daskalos – President and CEO – Atlas Resources Inc.  
Member Justin Harper – President and CEO, Citizens Bank of Las Cruces

### **Management**

Jay Czar, Executive Director  
Joseph Montoya, Deputy Director  
Linda Thomas, Deputy Director of Finance and Administration  
Jan Garcia, Director of Human Resources

### **Staff**

Al Radicioni	Erin Quinn	Linda Bridge	Teresa Chiarolanza
Andrew Estocin	Eunice Mondragon	Lionel Holguin	Teri Baca
Angel Candelaria	Francina Pacheco	Lisa Roach	Theresa Garcia
Anita Racicot	Gina Martinez	Lisa Romero	Travis Doyle
Blanca Vasquez	Graciela Meneses	Loretta Martinez	Yvonne Segovia
Carol Salazar	Holly Swihart	Marjorie Martin	
Christina Gerwin	Irene Moreno	Mercy Castillo	
Corrina Burns	Izzy Hernandez	Michelle Den Bleyker	
Cynthia Marquez	Jeanne Southward	Natalie Zamora	
Dan Puccetti	Jeannette Marquez	Pat Rogers	
Dan Foster	Judy Amador	Patrick Ortiz	
Dana Gohr	Judy Vega	Rebecca Sanchez	
Daniel Gaillour	Karen Dunning	Richard Chavez	
Debbie Davis	Kathleen Keeler	Roderick Stokes	
Desarey Maldonado	Kathy Griego	Rose Baca Quesada	
Doris Clark	Laura Thompson	Sandra Marez	
Doug Flint	Laurie Linden	Shannon Tilseth	
Erik Nore	LaVerne Gonzales	Stacy Huggins	

## **RFP CHECKLIST**

- \_\_\_ Agency Identification form ("Attachment 1") Note: Official submission signature must be on this form as unsigned proposals will not be accepted.
- \_\_\_ Offeror Certification form ("Attachment 2")
- \_\_\_ Certification showing proof of attendance at the RFP training.
- \_\_\_ You must show proof of your non-profit status by way of your current effective Internal Revenue Service ("IRS") ruling providing tax-exempt status under § 501(c)(3) of the IRS Code Each Offeror. You must provide proof of being a Community Action Agency ("CAA") in the form of your current designation as a CAA or if you are a public housing agency you must show proof of your agency code number from HUD and verification that you are in good standing with the local HUD field office.
- \_\_\_ Current proof of registration with the New Mexico Attorney General's office as a charitable organization.
- \_\_\_ List of Board of Directors with information on length of term, frequency of Board meetings, and attendance figures for previous 12 months
- \_\_\_ Offerors must certify that they do not have any significant outstanding findings for any MFA-administered housing programs
- \_\_\_ Offerors must certify they have not been debarred or suspended from doing business with the federal government
- \_\_\_ A copy of Offerors' most current independent financial audit must be dated no earlier than 2006.
- \_\_\_ Agency's Financial Statement as of December 31, 2007
- \_\_\_ Budgets (Format is attached as Attachment 3)

### **Program Narrative as described in RFP:**

#### **• Capacity**

- \_\_\_ Complete Attachment 5 indicating the Regions you are bidding on and the per unit average you are proposing.
- \_\_\_ Provide a job description for the position of your Executive Director and Fiscal Officer.
- \_\_\_ If you are a current NM Energy\$mart provider, attach a resume for the Program Director and the Weatherization Coordinator. Provide the percentage of time each of these employees will dedicate to the NM Energy\$mart Program.
- \_\_\_ If you are not currently providing NM Energy\$mart services, provide a detailed description of the positions of Program Director and Weatherization Coordinator. If you do not currently have staff for these positions provide the means in which you will acquire qualified employees to work in the program. Provide the percentage of time the employees will be working directly on the program.

- \_\_\_\_\_ If contractors will be used for any purpose, provide on a separate 8 ½ by 11 sheet of paper, a list of contractors available for sub-contract work and any other work to be done in the region you are applying for.
- \_\_\_\_\_ Provide a proposed NM EnergySmart program flowchart of staff working directly on the program.

• **Performance**

Provide the following explanation on how you will accomplish appropriate outreach.

- \_\_\_\_\_ How potential NM EnergySmart clients will be identified;
  - \_\_\_\_\_ How each county of the service area will be served;
  - \_\_\_\_\_ How the priority groups under NM EnergySmart -- the elderly, disabled and households with very young children and households with high energy burdens - will be served;
  - \_\_\_\_\_ How the program will serve renters equitably;
  - \_\_\_\_\_ How the program priorities will be set;
  - \_\_\_\_\_ How applications will be taken;
  - \_\_\_\_\_ The location of outreach offices in your service area (as applicable); and
  - \_\_\_\_\_ How the Offeror will work through other entities in the counties to be served for outreach.
- \_\_\_\_\_ For agencies currently providing services, provide on a separate 8 ½ by 11 sheet of paper a comparison of the production schedule provided in each of your NM EnergySmart contracts with the dates, broken down by month, of the actual production produced by month for the dates of January 1, 2007 thru December 31, 2007.
  - \_\_\_\_\_ For a new agency responding to this RFP demonstrate your capacity to perform weatherization services in a timely manner by providing proven results from a federally funded program that requires unit production.
  - \_\_\_\_\_ If you are currently or have previously provided weatherization services, on a separate 8 ½ by 11 sheet of paper provide the agencies labor versus material ratio for the period of January 1, 2007 thru December 31, 2007. Specifically, provide your agency's per unit average with per unit average details. (ie: how you determine overhead versus material in a home)
  - \_\_\_\_\_ If you are currently or have previously provided weatherization services, on a separate 8 ½ by 11 sheet of paper provide the following information by County.
    - A comparison of what your contractual obligation was for units required with the actual production that was done in each county
    - Your contractual per unit average with your actual per unit average
  - \_\_\_\_\_ For any agency responding to this RFP, provide the following information on a separate 8 ½ by 11 sheet of paper.
    - Disclosure Statement as described in RFP
    - Litigation Disclosure as described in RFP
    - Compliance with Equal Opportunity Employer as described in RFP
    - Availability for work commitments as described in RFP