

CITY OF SANTA FE

"REQUEST FOR PROPOSALS"

HOMEOWNERSHIP SUPPORT PROGRAMS

RFP #14/44/P

PROPOSAL DUE:

June 6, 2014

2:00 P.M.

**PURCHASING OFFICE
CITY OF SANTA FE
2651 SIRINGO ROAD
BUILDING "H" SANTA FE,
NEW MEXICO 87505**

TABLE OF CONTENTS

Advertisement for Proposals.....	1
Proposal Schedule.....	2
Information to Proponents.....	3
Special Conditions.....	8
Scope of Services Required.....	10
Submittal Requirements.....	15
Final Evaluation for Written Proposals and Interviews.....	16

Attachments:

1. Instructions Relating to Local Preference Certification Form
2. Local Preference Certification Form
3. Resident Veterans Preference Form
4. Sample Contract
5. Minimum Wage Ordinance

REQUEST FOR PROPOSALS

PROPOSAL NUMBER '14/44/P

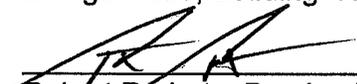
Proposals will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 2651 Siringo Road Building "H" Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, June 6, 2014.** Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

HOMEOWNERSHIP SUPPORT PROGRAMS

The proponent's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful proponent will be required to conform to the Equal Opportunity Employment regulations.

Proposals may be held for sixty (60) days subject to action by the City. The City reserves the right to reject any of all proposals in part or in whole. Proposal packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H" Santa Fe, New Mexico, 87505, (505) 955-5711.



Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 05/06/14
To be published on: 05/12/14

Received by the Albuquerque Journal Newspaper on: 05/06/14
To be published on: 05/12/14

PROPOSAL SCHEDULE

RFP # '14/44/P

- | | | |
|----|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Advertisement | May 12, 2014 |
| 2. | Issuance of RFP'S: | May 12, 2014 |
| 3. | Receipt of proposals: | June 6, 2014 at 2:00 p.m.
local prevailing time.
Purchasing Office 2651
Siringo Road Bldg., "H"
Santa Fe, New Mexico
87505 (505) 955-5711 |
| 4. | Evaluation of proposals: | June 11, 2014 |
| 5. | Interviews: | June 16, 2014 |
| 6. | Recommendation of award
to Finance Committee: | June 30, 2014 |
| 7. | Recommendation of award
to City Council: | July 9, 2014 |

DATES OF CONSIDERATION BY FINANCE COMMITTEE AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

INFORMATION FOR PROPONENTS

1. RECEIPT OF PROPOSALS

The City of Santa Fe (herein called "City"), invites firms to submit one original and three copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, June 6, 2014.

The packets shall be submitted and addressed to the Purchasing Office, at 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico 87505. No late proposals will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the envelope should clearly indicate the following information:

Proposal number: '14/44/P

Title of the proposal: Homeowner Support Programs

Name and address of the proponent:

Any proposal received after the time and date specified shall not be considered. No proposing firm may withdraw a proposal within 60 days after the actual date of the opening thereof.

2. PREPARATION OF PROPOSAL

Vendors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify your proposal. All information shall be given in ink or typewritten. Any corrections shall be initialed in ink by the person signing the proposal.

This request for proposal may be canceled or any and all proposals may be rejected in whole or in part, whenever the City of Santa Fe determines it is in the best interest of the city.

3. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal.

Every request for such interpretation should be in writing addressed to, Purchasing Officer, 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico, 87505 and to be given

consideration must be received at least (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be delivered to all prospective firms not later than three days prior to the date fixed for the receipt of the proposals. Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

4. LAWS AND REGULATIONS

The proposing firm's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the contract throughout. They will be deemed to be included in the contract the same as though herein written out in full.

5. METHOD OF AWARD

The proposal is to be awarded based on qualified proposals as per the enclosed rating system and at the discretion and consideration of the governing body of the City of Santa Fe. The selection committee may interview the top three rated proponents; however, contracts may be awarded without such interviews. At its discretion the city reserves the right to alter the membership or size of the selection committee. The City reserves the right to change the number of firms interviewed.

6. COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

7. RESIDENT, LOCAL OR VETERANS PREFERENCE

INTENT AND POLICY

The city recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP. Att'y Gen. No. 69-42). The city also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

With acknowledgment of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers and contractors that are within 5% of low bids received from out-of-state businesses, manufacturers and contractors (13-1-21 (A) -1-21 (F) and 13-4-2 (C) NMSA 1978).

To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

Thus it is recommended that in-state bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted.

For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico Taxation and Revenue Department.

All resident preferences shall be verified through the State Purchasing Office. Applications for resident preference not confirmed by the state Purchasing Office will be rejected. The certification must be under the bidder's business name submitting the bid.

NON-APPLICATION-COMPETING IN-STATE BIDDERS

If the lowest responsive bid and the next responsive bids within 5% of the lowest bid, are all from the state of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state bidder in this situation, the bidders must meet the definition criteria of Chapter 13-1-21 (A)(1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the bid submitted, the city Purchasing Director may seek additional information of proof to verify that the business is a valid New Mexico business. If it is determined by the city Purchasing Director that the information is not factual and the low responsive bid is actually an out-of-state bidder and not a New Mexico business, then the procedures in the previous section

may be applied.

If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-resident" bidder, the award will be based taking into consideration the resident preference of 5%.

APPLICATION FOR LOCAL PREFERENCE

For the purposes of this section, the terms resident business and resident manufacturer shall be defined as set out in Section 13-1-21 NMSA 1978; the term local as applied to a business or manufacturer shall mean:

Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.

The PREFERENCE FACTOR for resident and local preferences applied to bids shall be .95 for resident and .90 for local. The preference for proposals shall be 1.10 for local.

New Mexico Resident Veteran Business Preference: New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a "resident veteran business". Certification by the NM Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue and the sworn affidavit attached hereto as Appendix E.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 7%, 8%, or 10% of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

The local preference or resident business preference is not cumulative with the resident veteran business preference.

Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting score of that proposal receiving the preference is higher than or equal to the

highest score of all proposals received, the contract shall be recommended to that proponent receiving the preference. If no proposal are received from proponents in the first category, or if the proposal receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of proposals listed to determine if a proponent qualifies for award.

Qualifications for Local Preference. The Central Purchasing Office shall have available a form to be completed by all bidders/proponents who desire to apply for the local preference as a local business. The completed form with the information certified by the offeror must be submitted by the bidders/proponents with their bid or proposal to qualify for this preference.

Limitation. No offeror shall receive more than a 10% for local preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

Exception. The City Council at their discretion can approve waiving the Local Preference requirements for specific projects or on a case by case basis if it is the City's best interest to do so.

8. PROTESTS AND RESOLUTIONS PROCEDURES

Any proponent, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) days and requirements regarding protest and resolution of protests are available from the Purchasing Office upon request.

SPECIAL CONDITIONS

1. GENERAL

When the City's Purchasing Officer issues a purchase order document in response to the vendor's bid, a binding contract is created.

2. ASSIGNMENT

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor from its obligations and liabilities under this order.

3. VARIATION IN SCOPE OF WORK

No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent, as specified elsewhere in the contract documents.

4. DISCOUNTS

Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.

5. TAXES

The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.

6. INVOICING

(A) The vendor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

(B) Invoice must be submitted to ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.

7. METHOD OF PAYMENT

Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

8. DEFAULT

The City reserves the right to cancel all or any part of this order without cost to the City if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. NON-DISCRIMINATION

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

10. NON-COLLUSION

In signing this bid or proposal, the vendor certifies they have not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

SCOPE OF SERVICES
'14/44/P
HOMEOWNERSHIP SUPPORT PROGRAMS

MISSION STATEMENT

The mission of the Office of Affordable Housing is to create and support housing opportunities that maintain and enhance economic, social and cultural diversity in the City of Santa Fe. To that end, the Office of Affordable Housing works in partnership with city staff, non-profit groups and private sector developers to address community housing needs.

The City's success in carrying out its housing initiatives is due in large part to its philosophy of building the capacity of its non-profit partners. Through capacity building, technical assistance, and developing and implementing regulatory mechanisms, the City of Santa Fe has built a network of strong cooperation and assistance among various non-profit agencies. The City will carry out its initiatives by working in close collaboration with qualified non-profit organizations, public entities, and private corporations.

PROGRAM SUMMARY

The Office of Affordable Housing uses General Fund money to give administrative support to primary non-profit housing partners. As required in the Ordinance and Administrative Guidelines for the Santa Fe Homes Program, the City is to establish a process for selecting an agent(s) to provide homeownership training, financial counseling, income verification and services related to the administration of the SFHP and HOP. The purpose of the RFP is to solicit responses from agencies interested in being selected as an agent to provide these services.

These organizations must demonstrate ongoing capacity to use city funds to leverage additional funds and expand the efficacy and scope of their operations. Services provided include down-payment assistance; soft second mortgages; below rate first mortgages; principle loan reduction programs; emergency loan programs; construction, rehabilitation, planning and development of affordable housing projects; management of leased land; management of Housing Opportunity and Santa Fe Homes liens; income verification services, assistance to city staff with annual reporting and updates to the Consolidated Plan; and assistance with grant and loan packaging.

Respondents may select to be reimbursed based on a per service deliverable, a flat rate for all services, as long as a per unit of service cost is identified and/or a base cost to provide services with a per unit cost of services to be provided that is above the base, but does not exceed the total compensation available to pay for these services.

Maximum Compensation/Term of Contract

The total amount of compensation by the City to the proponent shall not exceed \$300,000, inclusive of New Mexico Gross Receipts Tax. Given that the Santa Fe

County affordable housing program also benefits from the services paid for by the City, please describe your approach to ensure the County participates in funding the services necessary to carry out the affordable housing programs.

The contracts will start in Fiscal Year 2014, and be renewed up to three years thereafter.

Selection

The City of Santa Fe reserves the right to select one or more vendors to provide these services.

HOMEOWNER SUPPORT PROGRAMS

1. HOMEBUYER ASSISTANCE FOR LOW TO MODERATE INCOME HOUSEHOLDS

Program Proposal

The proposal should demonstrate how funds will be used to assist income qualified homebuyers buy homes. Details must be submitted describing the per-unit cost from initial contact to final home purchase. Proposals will be evaluated on the basis of this per unit cost and the total number of households that would be assisted. Please identify any potential obstacles to meeting the expected goals, such as changes in market conditions and describe how your organization will adjust your services in response to those changes.

Activities Summary

Homebuyer assistance shall include at least the following activities:

- Counseling to prospective homebuyers from initial application for assistance through actual loan financing
- Education through counseling and training activities which focuses on assessing financial situations and setting goals; developing a workable budget; understanding credit scoring and ways to repair and/or improve credit; creating a debt-reduction plan; learning ways to save and evaluate spending in order to meet personal financial goals; understanding the home purchase transaction from becoming “buyer ready” to choosing a home and obtaining a mortgage
- Assistance on a one-on-one basis to help clients develop a financial action plan, to improve credit, to reduce debt, and accumulate wealth over a lifetime, including helping new homeowners protect the equity in their homes
- Marketing the classes to the general public through all available media outlets

Deliverables

 # of classes to be provided in fiscal year (minimum) and # of attendees
 # of “mortgage ready” prospective homebuyers to be provided in fiscal year
(minimum)
 # of income-qualified homebuyers placed in homes

of income-qualified homeowners assisted with refinancing, including Home Equity Conversion Mortgages (HECM)

 # of income-qualified homeowners assisted with home repair, energy-efficiency improvements and lending services

2. VERIFICATIONS AND CERTIFICATIONS – AFFORDABLE HOUSING

Program Proposal

The proposal should describe how the applicant proposes to support the Santa Fe Homes Program (SFHP) and the Housing Opportunity Program (HOP) on a cost per unit basis. Also included is how the applicant proposes to support homebuyers buying market rate homes that meet the definition of Low Priced Dwelling Unit (LPDU).

Activities Summary

Verifications and certifications shall include at least the following activities:

- Income verifications for the City’s Santa Fe Homes Program (SFHP) pursuant to Sections 26-1.20, 26-1.21, 26-2.3 SFCC
- Income verifications for the homes that are governed by the Housing Opportunity Program (HOP) that remains in full force and effect due to prior written and binding agreements
- Certificates of eligibility for waivers and benefits available for low-priced dwelling units
- Providing to the City of Santa Fe on a quarterly basis a “pipeline report” – a list of “mortgage ready” homebuyers who are income qualified, sorted by household size and income ranges that match the pricing schedules established for the SFHP/HOP requirements
- Documentation that states the policies of the SFHP/HOP program with regard to pricing of SFHP/HOP homes and buyer eligibility
- Establishment and maintenance of a fair and competitive process for allocating rights to purchase the homes (for SFHP/HOP developments for which the city expects immediate effective demand to outstrip the supply)
- Marketing materials/information to advise potential buyers of units that are currently available for sale and/or will be available in the future

Deliverables

 # of income qualified homebuyers matched with homes built to comply with the Santa Fe Homes Program and Housing Opportunity Program

 # of low priced dwelling units that will benefit from waivers, reimbursements or reductions

 # of income qualified homebuyers who purchase market rate housing that qualifies as a LPDU

3. SANTA FE HOMES PROGRAM (SFHP)/HOUSING OPPORTUNITY PROGRAM (HOP)/LOW PRICED DWELLING UNIT (LPDU) LIEN ASSISTANCE AND MANAGEMENT

Program Proposal

The proposal should identify on a cost per unit basis the program for assisting prospective SFHP/HOP buyers that assume an obligation to repay to the City of Santa Fe upon resale the difference between the original discounted SFHP/HOP home prices and the original market value of the home and the City's portion of any appreciated value if there is a shared appreciation agreement in place. Additionally, for homes built as a result of the applicant's real estate development program, the proposal will outline how liens (including deeds of trust and program agreements) for these homes and held by the applicant will be prepared, serviced, and subordinated and how data is managed.

Activities Summary

The preparation of the deeds of trust and program agreements for the Santa Fe Homes Program/Housing Opportunity Program shall include at least the following activities:

- Completion of SFHP/HOP/LPDU income certification form (upon receipt of appraisal) reviewed and approved by the City, which will be attached to the purchase agreement and ultimately to the closing documents (includes specific SFHP/HOP/LPDU price, market value of home, lien amount, percentage of AMI, family size, other sources of financing in addition to lien)
- Counseling to all SFHP/HOP/LPDU buyers with regard to the terms and conditions of the SFHP/HOP/LPDU deed of trust and program agreement
- Support and assistance to the City of Santa Fe regarding information and technical assistance regarding the SFHP/HOP/LPDU deed of trust and program agreement to the SFHP/HOP/LPDU developers, attorneys, title companies, lenders, and realtors that are involved in a SFHP/HOP/LPDU home transaction
- Quarterly report that tracks data for homes built by applicant for which affordability liens are held directly by applicant, including value and terms of liens, income levels of homebuyers, subordination history of liens, and the use of payoffs, including recycling of liens to another qualified homebuyer

Deliverables

 # of SFHP/HOP deeds of trust and program agreements recorded against affordable units

 # of deeds of trust and program agreements recorded against affordable units built by applicant

4. ADDITIONAL SERVICE OPPORTUNITIES

Program Proposal

The City is always interested in looking at new program opportunities that support our efforts in affordable housing. Please outline an approach, the appropriate deliverables, and a cost per unit basis, to work with the City on projects such as:

- Educating the community about the affordable housing programs that are available, as well as promoting the accomplishments by the City and its affordable housing partners. Please also propose a schedule (calendar) that presents your timeline on how to roll out this new outreach effort
- Homeownership support services including: foreclosure prevention counseling, emergency home repairs, energy-efficiency improvements and other initiatives to support the long-term sustainability of low- and moderate-income homeowners
- Other services the applicant would like considered

SUBMITTAL REQUIREMENTS
'14/44/P
HOMEOWNERSHIP SUPPORT PROGRAMS

The Evaluation Committee will review all proposals submitted to the City of Santa Fe, and make funding recommendation for award of contract to the Finance Committee and City Council for approval. The proposal evaluation criteria are presented on page 24.

The text of the proposal should be typed in the format provided within this packet. Additional materials such as support letters are not necessary, but if a proponent wishes to include supplemental materials, they may be included in an appendix to the proposal.

Funding is intended to pay for direct services rather than administrative costs. Funding is intended to benefit the residents of the City of Santa Fe only.

1. INTRODUCTION

Description in brief narrative fashion the history and purpose of the firm seeking funding. Describe first the parent or umbrella organization, if applicable, and any relation to subcontractors or participating firms or agencies. A complete and whole description should be contained within two pages. Also, please indicate whether you have implemented new components or made substantial changes to the program currently funded by the City of Santa Fe. Identify in this section what program priorities your program will target.

2. SCOPE OF SERVICES STATEMENT

Address each criterion listed on pages 18 – 22 in the order that they appear. This statement will serve as the basis for the contract between the proponent and the City should your firm be granted funding.

3. PROJECT SCHEDULE

Provide a detailed schedule for proposed meeting dates and define key steps for achieving project goals.

4. STAFF COMPOSITION/ORGANIZATION STRUCTURE

Attach a copy of your agency's current functional organizational chart. This chart should include reporting relationships and should list all staff positions. Include resumes of staff assigned to this project.

**EVALUATION CRITERIA
&
WEIGHTED VALUES**

EVALUATION COMMITTEE MEMBERS

The evaluation committee shall be composed of the Purchasing Director, or Representative, Housing Special Projects Manager, Representative, Housing & Community Development Director, Representative and one member of the Community Development Commission or Representative.

At its discretion, the City reserves the right to alter the membership and size of the committee.

Scores of the evaluation committee members will be totaled to determine the top rated firms.

If interviews are conducted for the top three rated firms, those scores totaled from the evaluation committee members from the interview evaluations will determine the final top rated firm, unless other tangible extenuating circumstances are documented.

Unless noted elsewhere in this RFP, the same evaluation form will be used to separate the interview scores.

CRITERIA	Weighted Value	Evaluation Points (1-5)	Total Points	Max. Score
Homebuyer Assistance for Low to Moderate Income Households	30			150
Verifications and Certifications – Affordable Housing	20			100
Affordability Lien Management	20			100
Other Initiatives (including Public Outreach)	10			50
Cost	20			100
TOTAL:	100%			500

INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM

1. **All information must be provided.** A 10% local preference may be available for this procurement. To qualify for this preference, an offeror **must** complete and submit **the local preference certification form with its offer**. If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. **The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.**
2. **Local Preference precedence over State Preference:** The Local Preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined that the local preference applies to one or more offerors in any solicitation, the State Resident Preference will not be applied to any offers.
3. **Principal Office and location must be stated:** To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. **DO NOT** use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.
4. **Subcontractors do not qualify:** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subcontractor may not qualify on behalf of a prime contractor.
5. **Definition:** The following definition applies to this preference.

A local business is an entity with its Principal office and place of business located in Santa Fe County.

A Principal office is defined as: The main or home office of the business as identified in tax returns, business licenses and other official business documents. A Principal office is the primary location where the business conducts its daily operations, for the general public, if applicable. A temporary location or movable property, or one that is established to oversee a City of Santa Fe project does not qualify as a Principal office.

Additional Documentation: If requested a business will be required to provide, within 3 working days of the request, documentation to substantiate the information provided on the form. Any business that must be registered under state law must be able to show that it is a business entity in good standing if so requested.

LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: _____

Business Name: _____

Principal Office: _____
Street Address City State Zip Code

City of Santa Fe Business License # _____ (Attach Copy to this Form)

Date Principal Office was established: _____ (Established date must be six months before date of Publication of this RFP or RFB).

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this Form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City of Santa Fe, will provide within 3 working days of receipt of notice, the necessary documents to substantiate the information provided on this Form.

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ Date: _____

Subscribed and sworn before me by _____ this _____, day of _____

My commission expires _____
Notary Public

SEAL

YOU MUST RETURN THIS FORM WITH YOUR OFFER.

RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

The representation made by checking the above boxes constitutes a material representation by the business. If the statements are proven to be incorrect, this may result in denial of an award or un-award of the procurement.

SIGNED AND SEALED THIS _____ DAY OF _____, 2012.

NOTARY PUBLIC

My Commission Expires:

REQUEST FOR PROPOSALS
CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and _____ (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Homebuyer assistance for low- and moderate-income households.

This includes:

- 1) Comprehensive counseling services to prospective homebuyers from initial application for assistance through loan financings;
- 2) Offering homebuyer education and training that focuses on assessing financial situations and setting goals; developing workable budgets, understanding credit scoring and ways to repair and/or improve credit; creating a debt-reduction plan; and learning ways to save and evaluate spending in order to meet personal financial goals; obtaining a mortgage, understanding the home purchase transaction and post-purchase insights;
- 3) Assisting clients with developing a financial action plan, improving credit, reducing debt, and understanding strategies for accumulating lifetime

wealth through homeownership, including helping homeowners protect the equity in their homes and/or increase the long-term affordability of their housing situations;

- 4) Marketing these services through all available media outlets.

B. Provide income verification, certification and other marketing services to support the Santa Fe Homes Program (SFHP)/ and Low-Priced Dwelling Units (LPDU), pursuant to Sections 26-1.20, 26-1.21, 26-2.3 SFCC; and for homes governed by the Housing Opportunity Program (HOP) agreements that remain in full force and effect. This includes the following:

- 1) Certifying incomes for SFHP/HOP/LPDU homes and upon request by City;

- 2) Producing a quarterly "pipeline report" that lists "mortgage ready" homebuyers who are income qualified, sorted by household size and income ranges that match the pricing schedules established for the SFHP/HOP requirements;

- 3) Providing documentation that states the policies of the SFHP/HOP program with regard to pricing of SFHP/HOP homes and buyer eligibility;

- 4) Establishing and maintaining a fair and competitive process for allocating rights to purchase homes in SFHP/HOP developments for which the city expects immediate effective demand to outstrip the supply;

- 5) Distributing marketing materials and/or information to potential buyers about units that are currently available for sale and/or will be available in the future.

C. Provide assistance with liens required under the Santa Fe Homes Program (SFHP)/Low-Priced Dwelling Units (LPDU), pursuant to Sections 26-1.20, 26-

1.21, 26-2.3 SFCC; and for homes governed by the Housing Opportunity Program (HOP) agreements that remain in full force and effect. This includes the following:

1) Completing SFHP/HOP/LPDU income certification form (upon receipt of appraisal) reviewed and approved by the City, which will be attached to the purchase agreement and ultimately to the closing documents (includes specific SFHP/HOP/LPDU price, market value of home, lien amount, percentage of AMI, family size, other sources of financing in addition to lien);

2) Providing one-on-one counseling services to all SFHP/HOP/LPDU buyers with regard to the terms and conditions of the SFHP/HOP/LPDU deed of trust and program agreement;

3) Assisting the City of Santa Fe with provision of information and technical assistance regarding the SFHP/HOP/LPDU deed of trust and program agreement to the SFHP/HOP/LPDU developers, attorneys, title companies, lenders, and realtors that are involved in a SFHP/HOP/LPDU home transaction;

4) Submitting a quarterly report that tracks data for homes built by applicant for which affordability liens are held directly by applicant, including value and terms of liens, income levels of homebuyers, subordination history of liens, and the use of payoffs, including recycling of liens to another qualified homebuyer.

D. Propose additional service opportunities to support the City's efforts to provide affordable housing, including community-wide education and outreach about available affordable housing opportunities.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel,

experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed _____ dollars (\$_____), plus or inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of _____ dollars (\$_____) per hour. CHOICE

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on _____ unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement,

insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the

services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout

the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the

Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed

hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Housing and Community Dev'l Dept
PO Box 909
Santa Fe, NM 87504-0909

Contractor:

Living Wage Ordinance

Ordinance Number §28-1-28-1.12DSFCC 1987

Purpose:

The City of Santa Fe Living Wage Ordinance was adopted to establish minimum hourly wages.

Who it affects:

- All profit and nonprofit businesses required to have a business license or business registration with the City of Santa Fe.

Compliance:

- Affected businesses are required to pay employees an hourly wage of \$10.66 effective March 1, 2014.
- Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the Consumer Price Index for the Western Region for Urban Wage Earners and Clerical Workers.
- For workers who customarily receive more than \$100 per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited toward satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.
- The value of health care benefits and child care shall be considered as an element of wages.
- Nonprofit organizations whose primary source of funds is from Medicaid waivers are *exempt*.

Prohibitions against retaliation and circumvention:

- It shall be unlawful for any business, employer or employer's agent or representative to take any action against an individual in retaliation for exercising or communicating rights under this ordinance. This includes retaliation against individuals who mistakenly but in good faith allege noncompliance with the ordinance.
- Taking adverse action against an individual within 60 days of the individual's assertion of or communication of information regarding rights raises a reputable presumption of retaliation for assertion of rights.
- It shall be unlawful for any business or employer to intentionally circumvent the requirements of this ordinance by contracting portions of its operations or leasing portions of its property.

Enforcement and Remedies:

- Administrative Enforcement—The city manager, or his/her designee, is authorized, as appropriate and as resources permit, to enforce this ordinance.
- Criminal Penalty—A person violating this ordinance shall be guilty of a misdemeanor and, upon conviction, for each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this ordinance shall be guilty of a separate offense for each day or portion thereof and for each worker or person to whom any such violation occurred.
- Other Remedies—The city, any individual aggrieved by a violation of this ordinance, or any entity the members of which have been aggrieved by a violation of this ordinance, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this ordinance and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

Nonexclusive Remedies and Penalties—The remedies provided in this section are not exclusive, and nothing in this ordinance shall preclude any person from seeking any other remedies, penalties, or relief provided by law.

Posting and Publication:

- Any business subject to the provisions of this ordinance shall as a condition to obtaining and holding a City of Santa Fe business license or registration, post and display in a prominent location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this ordinance and post the text of this notice. Failure to comply with this section shall be construed a violation of this ordinance and, in addition, shall be considered grounds for suspensions, revocation, or termination of the business license or registration.

For more information, please contact: Constituent Services at 505-955-6949 Email: constituentservices@santafenm.gov