

City of Santa Fe

Office of Affordable Housing

**Request for Proposals:
AFFORDABLE HOUSING TRUST FUND (AHTF)**

RFP # '18/21/P

**PROPOSALS DUE:
February 2, 2018
2:00 p.m.**

**PURCHASING OFFICE
(Closed from 12:00 noon – 1:00 p.m.)
CITY OF SANTA FE
2651 SIRINGO ROAD, BUILDING H
SANTA FE, NEW MEXICO 87505**

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Attachments:

1. Sample Matching and Leveraging
2. 2017 AMI Table
3. Non-Disclosure and Conflict of Interest Statement
4. Instructions Relating to Local Preference Certification Form
5. Local Preference Certification Form
6. Resident Veteran's Preference Certification Form
7. Sample Professional Services Agreement

January 5, 2018

Dear AHTF Applicant:

The City of Santa Fe and the Office of Affordable Housing appreciates your services to provide affordable housing to the low to moderate-income residents of our city. We look forward to receiving your proposal.

All agencies requesting AHTF funding for Fiscal Year 2018-2019 must be certain to review and comply with all requirements of the RFP packet. Any requirements not complied with could delay or disqualify your agency from funding consideration. **Submit an original and one copy of all submittal requirements, and eight (8) copies of your application without the submittal requirements.**

You may pick up a copy of this RFP at the Purchasing Office located at 2651 Siringo Road, Building H, anytime beginning January 5, 2018. The Purchasing Office is closed from 12:00 noon to 1:00 p.m. If you have any questions or need assistance with the RFP packet, please contact Purchasing Division at sarodriguez@santafenm.gov.

Thank you,

City of Santa Fe Office of Affordable Housing

REQUEST FOR PROPOSALS

PROPOSAL NUMBER #'18/21/P

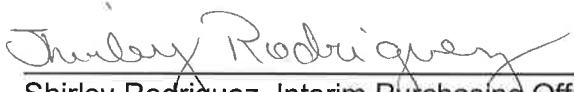
Proposals will be received by the City of Santa Fe and will be delivered to the City of Santa Fe Purchasing Office, 2651 Siringo Road, Building H, Santa Fe, New Mexico **until 2:00 p.m. local prevailing time, February 2, 2018**. Any proposal received after this deadline will not be considered. This proposal is for the purpose of procurement of services for the following:

AFFORDABLE HOUSING TRUST FUND (AHTF) FUNDING

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 or 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.


Shirley Rodriguez, Interim Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 01/03/18
To be published on: 01/05/18 and 01/12/18

Received by the Albuquerque Journal Newspaper on: 01/03/18
To be published on: 01/05/18 and 01/12/18

PROPOSAL SCHEDULE

RFP # '18/21/P

- | | | |
|-----|---|---|
| 1. | Advertisement: | January 5, 2018
January 12, 2018 |
| 2. | Issuance of RFP'S: | January 5, 2018 |
| 3. | Mandatory Technical Assistance Training:
2:00 to 4:00 p.m.
500 Market Station, Suite 200 | January 18, 2018 |
| 4. | Receipt of proposals: | February 2, 2018
2:00 p.m. local prevailing time;
Purchasing Office 2651
Siringo Road Bldg., "H"
Santa Fe, New Mexico 87505
(505) 955-5711 |
| 5. | Staff evaluation of proposals: | February 5 – February 8, 2018 |
| 6. | CDC interviews/Grant award Meeting: | February 13, 2018 |
| 7. | Recommendation of Approval of
Professional Services Agreements-
Community Development Commission. | March 21, 2018 |
| 8. | Recommendation of award
at Finance Committee: | April 16, 2018 |
| 9. | Recommendation of award
to City Council: | April 25, 2018 |
| 10. | Beginning of Fiscal Year 2018-2019 | July 1, 2018 |

**DATES FOR CONSIDERATION BY THE CITY COMMITTEES 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 USB or CD, one original and one copy with submittal requirements and seven copies of the proposal. Proposals will be received by the Purchasing Office until **2:00 p.m.** local prevailing time, on **February 2, 2018.**

The packets shall be submitted and addressed to the Purchasing Office, at 2651 Siringo Road, Building 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 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: '18/21/P

Title of the Proposal: **AFFORDABLE HOUSING TRUST FUND (AHTF)**

Name and address of the proponent:

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

2. **PREPARATION OF PROPOSALS**

Proponents 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 interpretations should be in writing addressed to Shirley

Rodriguez, Purchasing Officer, 2651 Siringo Road, Bldg. "H", Santa Fe, New Mexico, 87505 and to be given consideration must be received at least five (5) days prior to the date fixed for the receiving of proposals.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the RFP, which if issued, will be mailed by certified mail with return receipt requested to all prospective applicants not later than three days prior to the date fixed for the receipt of the proposals. Failure of any proposing applicant to receive any such addenda or interpretation shall not relieve such applicant from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

4. LAWS AND REGULATIONS

The proposing organization'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

Awards are based on qualified proposals as per the highest priority needs of the AHTF weighted criteria and at the discretion and consideration of the governing body of the City of Santa Fe. The selection committee will interview all proponents. The selection committee is the Community Development Commission, the advisory committee to the Governing Body on AHTF projects. The City reserves the right to change the number of proponents 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 available for review on the City's website, www.santafenm.gov. 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 AND LOCAL 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, manufacturers and contractors from outside the State of New Mexico. The

underlying 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.

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, offer or, or contractor who is aggrieved in connection with 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 Purchasing Director issues a purchase order document in response to the vendor's proposal, a binding contract is created.

2. ASSIGNMENT

Neither the purchase 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 or services will be accepted, unless means were provided or specified within the contract documents. Increases or decreases in the scope of work can be made upon request by the city or unless such variation has been caused by documented conditions beyond the contractor's control, and then only to the extent of any, specified elsewhere in this document.

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 or services 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 contractor's default. The contractor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the contractor 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 contractor 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 contractor agrees to comply with the Presidents Executive Order No. 11246 as amended.

10. NON-COLLUSION

In signing this bid or proposal, the contractor 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.

11. REPORTING REQUIREMENTS

Four (4) Quarterly Reports and one (1) Final Project Report assessing fiscal and programmatic goals and objectives as stated in the Scope of Services section of the contract will be required for submittal to the Office of Affordable Housing.

GENERAL INFORMATION on AHTF

The primary purpose of the fund is to increase and preserve the supply of affordable housing for low to moderate income residents and local employees. To maximize the limited resources available to support local affordable housing efforts, funds repaid from revenue generating activities (repayment of liens, etc.), including principal and interest, will be reallocated to the AHTF and used to support future affordable housing programs and projects in the City of Santa Fe or properties which will be annexed into the City within 6 months of application.

The AHTF is allocated in conjunction with the City's Community Development Block Grant (CDBG) funding cycle. Funds are disbursed in alignment with the City's fiscal year: **July 1 2018 to June 30, 2019**. This allows applicants to leverage funding sources and coordinate programming as well as helping the City to maximize the efficiency in decision making.

A total allocation up to four hundred thousand dollars (\$400,000) is available for Fiscal Year 2018-2019. Of this amount, at least 50% (\$200,000) must be allocated to projects that support homeownership per the AHTF Ordinance and Administrative procedures. The remainder will be allocated to projects that address the priorities on the following pages.

Eligible Applicants

Funding is available to developers and sponsors of affordable housing, including partnerships, corporations, limited liability companies, joint ventures, public/private partnerships and non-profit organizations that are organized under state, local, or tribal laws and can provide proof of such organization. Eligible applicant must have proven financial capacity and organizational experience to carry out the activities described in the proposal submitted to receive an AHTF allocation.

More specifically in accordance with the MFA Affordable Housing Act Rules, the following individuals or entities ("Applicants") are eligible under the Act to apply for Affordable Housing Funds or a Housing Assistance Grant to provide housing or related services to persons of low-to-moderate income in Santa Fe:

- A. All individuals who are qualified to receive assistance pursuant to the Act and these Rules.
- B All regional housing authorities, tribal governments, tribal housing agencies, and any governmental housing agencies;
- C. All for-profit organizations, including any corporation, limited liability company, partnership, joint venture, syndicate, or association; or,
- D. Nonprofit organizations are eligible to apply if the following requirements are met:
- (1) A primary mission of the nonprofit organization must be to provide housing or housing-related services to persons of low-to-moderate income;
 - (2) The non-profit organization must have received its 501(c) (3) designation prior to submitting an application.
 - (3) The non-profit organization must have no part of its net earnings inuring to the benefit of any member, founder, contributor, or individual;
- E. For any non-individual applicant to be eligible, it must also:
- (1) Be organized under state, local, or tribal laws and can provide proof of such organization;
 - (2) Have a functioning accounting system that is operated in accordance with generally accepted accounting principles or has designated an entity that will maintain such an accounting system consistent with generally accepted accounting principles.
 - (3) Have among its purposes significant activities related to providing housing or services to persons of low-to-moderate income; and
 - (4) Evidence or certification that the applicant has no significant outstanding or unresolved monitoring findings from the City of Santa Fe, the MFA, or its most recent independent financial audit, or if it has any such findings, it has a certified letter from the City of Santa Fe, the MFA, or auditor stating that the findings are in the process of being resolved.

Applications

In accordance with the MFA Affordable Housing Act, individual Applicants and all other Applicants wishing to apply for a Housing Assistance Grant or Affordable Housing

Funds to participate in any Affordable Housing Program are also required to submit to the City of Santa the following, as applicable:

- (1) One original Application, together with all required attachments as detailed on page 25 in this RFP packet;
- (2) A proposal describing the scope of the Affordable Housing Project proposed by the Applicant and for which the Applicant is applying for funds or a grant under the Act, and which describes the type and/or amount of assistance which the Applicant proposes to provide to Persons of Low or Moderate Income;
- (3) For non-profit organizations, proof of 501(c) (3) tax status;
- (4) A proposed budget for the Affordable Housing Project for which the Applicant is applying for Affordable Housing Funds or for a Housing Assistance Grant;
- (5) Current independent financial audit;
- (6) Evidence (or a certification as may be allowed by the City of Santa Fe that the Applicant has a functioning accounting system that is operated in accordance with generally accepted accounting principles, or has a designated entity that will maintain such an accounting system consistent with generally accepted accounting principles;
- (7) Evidence or certification that the Applicant has no significant outstanding or unresolved monitoring findings from the City of Santa Fe, the MFA, or its most recent independent financial audit; or if it has any significant outstanding or unresolved monitoring findings from the City of Santa Fe, the MFA, or its most recent independent financial audit, it has a certified letter from the City of Santa Fe, the MFA, or the auditor stating that the findings are in the process of being resolved
- (8) Organizational chart, including job titles and qualifications for the Applicant's employees or as otherwise may be required by the City of Santa Fe and/or the MFA in its discretion. Job descriptions may be submitted as appropriate;
- (9) Documentation that the Applicant is duly organized in accordance with State or local law and is in good standing with any state authorities such as the Public Regulation Commission (e.g. Articles, Bylaws, and Certificate of Good Standing for a Corporation; Articles, Operating Agreement, and

Certificate of Good Standing for a Limited Liability Company; partnership agreement and certificate of limited partnership for a partnership);

- (10) The application must clearly evidence the need for the subsidy, that the value of the housing assistance grant reduces the housing costs to persons of low or moderate income, and that there is or will be a direct benefit from the project proposed by the Applicant to the community and/or to the purported beneficiaries of the project, consistent with the provisions of the Act;
- (11) Evidence or certification that the Applicant has no significant outstanding or unresolved monitoring findings from the City of Santa Fe, the MFA or as shown in its most recent independent financial audit; or if it has any significant outstanding or unresolved monitoring findings, it has a certified letter from the City of Santa Fe, the MFA, or the auditor stating that the findings are in the process of being resolved.
- (12) The City of Santa Fe will require that the Applicant provide proof of matching funds, leveraged funds, and/or in-kind donations to the AHTF proposal in connection with the Application for funds under the Act. Nothing contained herein shall prevent or preclude an Applicant from matching or using local, private, or federal funds in connection with a specific Housing Assistance Grant or a grant of Affordable Housing Funds under the Act;
- (13) Documentation that the Applicant is duly organized in accordance with State or local law and is in good standing with any state authorities such as the Public Regulation Commission (e.g. Articles, Bylaws, and Certificate of Good Standing for a Corporation; Articles, Operating Agreement and Certificate of Good Standing for a Limited Liability Company; partnership agreement and certificate of limited partnership for a partnership).
- (14) For Applicants who are submitting Applications in connection with a **Multi-Family Housing Project**, the following additional information shall also be required to be submitted by the Applicant to the Governmental Entity (City of Santa Fe) and/or the MFA:
 - (a) A verified certificate that, among other things:
 - (i) Identifies every Multi-Family Housing Program, including every assisted or insured project of HUD, RHS, FHA and any other state or local government housing finance agency in which such Applicant has been or is a principal;

(ii) Except as shown on such certificates, states that:

- (I) No mortgage on a project listed on such certificate has ever been in default, assigned to the United States Government or foreclosed, nor has any mortgage relief by the mortgagee been given;
- (II) There has not been a suspension or termination of payments under any HUD assistance contract in which the Applicant has had a legal or beneficial interest;
- (III) Such applicant has not been suspended, debarred or otherwise restricted by any department or agency of the federal government or any state government from doing business with such department or agency because of misconduct or alleged misconduct; and
- (IV) The Applicant has not defaulted on an obligation covered by a surety or performance bond.

Note: If such Applicant cannot certify to each of the above, such Applicant shall submit a signed statement to explain the facts and circumstances which such Applicant believes will explain the lack of certification. The Governmental Entity and/or the MFA may then determine if such Applicant is or is not qualified.

- (b) The experience of the Applicant in developing financing and managing Multiple-Family Housing Projects.
- (c) Whether the Applicant has been found by the United States Equal Employment Opportunity Commission or the New Mexico Human Rights Commission to be in noncompliance with any applicable civil rights laws.

(15) If the **Applicant is a Mortgage Lender**, the City of Santa Fe shall consider, among other things:

- (a) The financial condition of the Applicant;
- (b) The terms and conditions of any loans to be made;
- (c) The aggregate principal balances of any loans to be made;
- (d) The City of Santa Fe's assessment of the ability of the Applicant or its designated servicer to act as originator and servicer of Mortgage Loans for any Multi-family Housing Programs or other programs to be financed; and

- (e) Previous participation by the Applicant in the MFA's programs and JUD, FHA, or RHS programs.

(24) All Applications shall contain a verification signed by the Applicant before a notary public that the information provided, upon penalty of perjury, is true and correct to the best of the Applicant's information, knowledge, and behalf.

Certification

The MFA Affordable Housing Act Rules require the City of Santa Fe to certify to MFA that the applicant is a qualifying grantee, prior to approving an award, based on the Applicant Eligibility and Application requirements listed in the sections above. Specifically the City will certify that it has completed its review of the Application; determined that the application is complete; determined that the requirements listed in Applicant Eligibility and Application sections of this document are met; and determined that the Applicant is a Qualifying Grantee. Qualifying Grantee is defined by the MFA Housing Act Rules as:

A. An individual who is qualified to receive assistance pursuant to the Act and is approved by the City of Santa Fe; and

B. A governmental housing agency, regional housing authority, tribal housing agency, corporation, limited liability company, partnership, joint venture, syndicate, association or a nonprofit organization that:

- (1) Is organized under State, local, or tribal laws and can provide proof of such organization;

- (2) If a non-profit organization, has no part of its net earnings inuring to the benefit of any member, founder, contributor, or individual; and

- (3) Is approved by the City of Santa Fe.

Affordability Period Defined

If the fair market value of any Housing Assistance Grant or the total amount of Affordable Housing Funds which have been awarded, loaned, donated, or otherwise conveyed to the Qualifying Grantee is from \$1 to \$14,999, then the Affordability Period shall be not less than five (5) years. If the fair market value of any Housing Assistance Grant or the total amount of Affordable Housing Funds is from \$15,000 up to and including \$40,000, then the Affordability Period shall be not less than ten (10) years. If the fair market value of any Housing Assistance Grant or the total amount of Affordable Housing Funds is from \$40,000 up to and including \$100,000, then the Affordability Period shall be not less than fifteen (15) years. If the fair market value

of any Housing Assistance Grant or the total amount of Affordable Housing Funds is greater than \$100,000, then the Affordability Period shall be not less than twenty (20) years. The City of Santa Fe, in its discretion, may increase the Affordability Period in any contract, note, mortgage, loan agreement, land use restriction agreement, restrictive covenant agreements and/or any other agreement which the City of Santa Fe may enter into with any Qualifying Grantee or beneficiary of the Affordable Housing Funds or of the Housing Assistance Grant. Notwithstanding the foregoing, in the MFA and/or any other similar conveyances where an Affordability Period is not practical, shall not be subject to the Affordability Period requirements of this Section; but nevertheless, any such conveyances may be subject to recapture on some pro-rated basis as determined by the City of Santa Fe.

Additional Requirements

Upon acceptance, the following additional requirements shall apply to any Applicant, who is a Qualifying Grantee:

A. Contractual Requirements. The Qualifying Grantee shall enter into one or more contracts with the City of Santa Fe, which contract(s) shall be consistent with the Act and subject to the review of the MFA, in its discretion, and which contract(s) shall include remedies and default provisions in the event of the unsatisfactory performance by the Qualifying Grantee;

B. Security Provisions; Collateral Requirements. In accordance with the Act and these Rules, the City of Santa Fe shall require the Qualifying Grantee to execute documents, which will provide adequate security against the loss of public funds or property in the event the Qualifying Grantee abandons or fails to complete the Affordable Housing Project, and which shall further provide, as may be permitted by law, for the recovery of any attorneys' fees and costs which the Governmental Entity and/or the MFA may incur in enforcing the provisions of these Rules, the Act and/or any agreement entered into by the City of Santa Fe and the Qualifying Grantee, and which documents may include, but are not limited to the following: note, mortgage, loan agreement, land use restriction agreement, restrictive covenant agreements and/or any other agreement which the City of Santa Fe may require in order to allow for any funds which the Qualifying Grantee may receive under a Housing Assistance Grant to be adequately secured and to allow the City of Santa Fe to ensure that such funds shall be utilized by the Qualifying Grantee in accordance with the Act and these Rules;

C. Performance Schedule and Criteria. The Qualifying Grantee shall be required to abide by a reasonable performance schedule and performance criteria which the City of Santa Fe in its discretion, may establish;

D. Examination of Books and Records. The Qualifying Grantee shall submit to and the City of Santa Fe shall cause to be made such examinations of the books and records of each Qualifying Grantee as the City of Santa Fe deems necessary or appropriate to determine the Qualifying Grantee's compliance with the terms of the Act, these Rules and any contracts between the Qualifying Grantee and the City of Santa Fe. The City of Santa Fe may require each Qualifying Grantee to pay the costs of any such examination;

E. Cost Reimbursement Contracts:

(1) Cost Reimbursements. Payment to a Qualifying Grantee under cost reimbursable contract provisions shall be made upon the City of Santa Fe's receipt from the Qualifying Grantee of certified and documented invoices for actual expenditures allowable under the terms of any agreement between the Qualifying Grantee and the City of Santa Fe.

(2) Cost Reimbursements for Units of Service. Payment under any unit cost contract provisions shall be made upon the City of Santa Fe's receipt from the Qualifying Grantee of a certified and documented invoice showing the number of units of service provided during the billing period.

(3) Rate at which Costs Incurred. Under unit cost or cost reimbursable contracts, it is anticipated that costs will be incurred by the Qualifying Grantee at an approximate level rate during the term of any agreement between the Qualifying Grantee and the City of Santa Fe. If the City of Santa Fe determines that the Qualifying Grantee is underspending or overspending, then the City of Santa Fe may reduce the budget and/or exercise such other budgetary fiscal controls it deems appropriate.

(4) Invoices. Qualifying Grantees shall not submit invoices more than once a month, unless written approval is obtained in advance from the City of Santa Fe. Failure to submit invoices within twenty (20) days of the close of the month for which payment is sought may result in the non-availability of funds for reimbursement.

(5) No Dual Application of Costs. The Qualifying Grantee shall certify that any direct or indirect costs claimed by the Qualifying Grantee will not be allocable to or included as a cost of any other program, project, contract, or activity operated by the Qualifying Grantee and which has not been approved by the City of Santa Fe in advance in writing.

(6) Prohibition of Substitution of Funds. Any Affordable Housing Funds or other amounts received by Qualifying Grantee may not be used by Qualifying

Grantee to replace other amounts made available or designated by State or local governments through appropriations for use for the purposes of the Act.

(7) Cost Allocation. If required by the City of Santa Fe, the Qualifying Grantee shall clearly identify and distribute all costs incurred pertaining to the Affordable Housing Project by a methodology and cost allocation plan at times and in a manner prescribed by, or acceptable to the Governmental Entity and/or the MFA.

F. Additional Information. Qualifying Grantees shall provide the City of Santa Fe with any and all information which the City of Santa Fe reasonably may require in order for it to confirm that the Qualifying Grantees continue to satisfy the requirements of the Act and these Rules throughout the term of any contract and/or any Affordability Period (defined below) or otherwise as may be required by the City of Santa Fe in its discretion. At a minimum, on an annual basis, the City of Santa Fe shall certify to the MFA in writing that the Qualifying Grantee is still in compliance with the Act and these Rules.

RFP Technical Assistance Training:

RFP training is mandatory and will be conducted on **Thursday, January 18, 2018, 2:00 – 4:00 p.m.** Applicants will be required to sign in. All questions following the training will be directed to the Purchasing Division and all attendees will be notified of the questions asked via email.

How To Apply for AHTF Funding in the 2018-2019 Program Year:

All agencies requesting City funding for Fiscal Year 2018-2019 must be certain to review and comply with all requirements of the RFP packet as described on page 2 of this document. Any requirements not complied with could delay or disqualify your agency from funding consideration. **Submit an original and one copy with all submittal requirements and eight (8) copies of your proposal without the submittal requirements by Friday, February 2, 2018 by 2:00 p.m.** They may be mailed or hand delivered to:

City of Santa Fe Purchasing Office
2651 Siringo Road Bldg., "H"
Santa Fe, New Mexico
87505
(505) 955-5711

Applicants will have the opportunity to answer questions of the Community Development Commission (CDC) on Wednesday February 14, 2018. The order of the

presentations is random and the staff planner will schedule each approved applicant an allotted 15 minute time slot to present each application. The presentations will take place at the City of Santa Fe Market Street Office, Roundhouse Room, 500 Market Street, Suite 200. At this meeting, the CDC will decide and approve the projects and allocation amounts.

2018-2019 AHTF APPLICATION

General Information

Applicant Name(s): _____

Address: _____

Federal Tax ID #: _____

City Business Lic#: _____

NM CRS#: _____

City/State/Zip Code: _____

Telephone: _____

Project Contact: _____

Email Address: _____

Amount Requested: \$ _____

Type of Applicant:

☐ Partnership ☐ Corporation ☐ Non-Profit* ☐ Other

* Non-profit must provide proof of non-profit status. This proof includes submittal of current registration as charitable organization with the NM Attorney General's Office, covering the most recent Fiscal Year, or proof of exemption. Information can be obtained online at <https://secure.nmag.gov/coros/>. Verification should be in the form of the first page of the "NM Charitable Organization Statement."

Project Name: _____

Project Address (if applicable): _____

City/State/Zip Code: _____

Priority Project

Select one of the categories your project falls under:

☐ **Rental Vouchers** - Provide supported rental vouchers (includes access to counseling, health services, case management, and other services) to renters earning less than 50%AMI;

☐ **Emergency Shelters including permanent supported shelter housing** - Development, construction, and preservation of shelter/permanent supported rental facilities, including infrastructure improvements;

☐ **Provision of Rental Units and Support Services for Low Income (up to 50% AMI) and Extremely Low Income Renters (less than 30% AMI)** - Acquisition, conversion, preservation and new construction of tiered income multi-family rental properties; including infrastructure or one-time emergency rental assistance;

☐ **Downpayment Assistance/Increase of Ownership Opportunities** - Down payment assistance in the form of soft-second mortgage that “buys down” principal amount of loan to lower monthly payment; Acquisition, conversion, preservation and new construction of homeownership housing;

☐ **Homeowner Rehabilitation Programs, Energy Efficiency Upgrades, Accessibility Retrofits** - Acquisition, conversion, and preservation of affordable housing that accommodates needs of current householders.

Project Description:

Please provide a narrative of your project. Specifically who will be served, anticipated outcomes, etc. (If needed continue on a separate sheet)

1. Funding:

How will the AHTF allocation be used for this project? What additional funding sources are secured or will be secured upon receipt of allocation? The City of Santa Fe requires financing from other sources to be committed prior to the release of funds from the AHTF.

Leveraging/Matching Requirement:

\$3 to \$1 Leveraging: for every \$1 allocated through the AHTF, at least \$3 from other sources will be expected (leveraged funds can include long term mortgages, other sources of grants, owner equity, proceeds from Low Income Housing Tax Credits, or the current value of land); organizational resources should be used to provide \$1 of match (See Exhibit A for example) Briefly Describe:

Project Budget and/or Development Pro-Forma: demonstrate use of leveraged and matching funds as well as evidence that operating budget is sufficient to administer the proposed program/project (please attach documents as well as give brief overview below):

2. Need/Benefit & Project Feasibility:

Demonstrate, using data-based analysis, that there is a clear connection between the proposed project/program and adopted Priority(s), and evidence that the proposed project/program meets current and future market demands. Provide narrative below (use additional sheets as necessary):

What is the timeline for the project?

Site Information (if applicable)

If your proposed project include acquisition, conversion, preservation and new construction of homeownership or rental housing, please provide the following information.

Site control is or will be in the form of*: ☐ Deed ☐ Option

☐ Lease (Term ____ Years) ☐ Purchase Contract ☐ Other (explain)

* If project is recommended for funding, proof of site control must be provided before funds are disbursed.

Expiration Date of Contract, Option, or Lease _____ (month/year)

Site Description:

Area of Site: _____ acres or _____ square feet

Is site zoned for your development? ☐ Yes ☐ No Zoning _____

If no, is site currently in the process of re-zoning?

☐ Yes ☐ No Re-Zoning_____

When is zoning issue to be resolved? _____ (month/year)

Has the City approved the site plan and/or plat? ☐ Yes ☐ No

If yes, provide a copy of the site plan/plat.

Are there any other development reviews and approvals required? ☐ Yes ☐ No

If yes, explain:

List any required reports or studies underway or completed such as soils report, environmental assessment, traffic study)

Has the City issued the building permit? ☐ Yes ☐ No

Are all utilities presently available to the site? ☐ Yes ☐ No

If no, which utilities need to be brought to the site? _____

Who has responsibility of bringing utilities to site? _____

Describe briefly how the project will meet the City of Santa Fe's green code, what the anticipated HERS will be for newly constructed/renovated dwellings and/or how other green building criteria will be met. If relevant, describe how the project is consistent with other priorities such as access to opportunity and employment areas, transportation routes, walkability, redevelopment and infill.

3. Affordability:

Outline the affordability time period for this project based on the following: (i.e. loans to \$14,999 – 5 years, \$15,000 to \$40,000 – 10 years, 40,001-\$100,000 – 15 years and over \$100,000 – 20 years). Describe any efforts to deepen affordability so that the project can serve a wider diversity of income earners.

4. Demonstrated Capability/Organizational Capacity/Partnerships & Collaboration

Describe the expertise of your organization and past projects to provide the type of housing or programs proposed for funding. Also, include any partnerships and/or collaboration with other organizations that will expand and deepen access to the housing/services offered through the project:

Describe your staffing and attach resumes of key personnel:_____

Demonstrate Financial Soundness. Please submit the following documentation:

- Audited Financial Statements for 2016 and 2015.
- Current Statement of Assets & Liability

SUBMITTAL REQUIREMENTS

Please attach one (1) unbound copy of the following items in the following order:

____ Audited Financial Statements for 2016 and 2015

____ Current statement of Assets & Liability

____ Project budget

- ____ Leverage calculations
- ____ List of current board members
- ____ Fiscal Policies and Procedures
- ____ Letter of compliance demonstrating cleared findings; or progress towards clearing findings

AHTF PROPOSAL EVALUATION CRITERIA

Applications will be scored according the following criteria:

- Degree of leveraging of other sources against those allocated from the AHTF;
- Operating budget that shows evidence of sufficient revenue to administer the proposed program and loans. All proposed new construction or rehabilitation projects must provide sources and uses statement to show committed and proposed funding. In addition, if rental housing is proposed, provide a five year operating budget;
- Demonstration of clear connection between the proposed project, community housing priorities and that the proposed project meets current and future market demand;
- Program/Project Feasibility
 - Site control
 - Secured matching resources
 - Realistic time frame for completion of funded project/program activities; and
- Proven Capacity
 - Staff
 - Organizational experience
 - Expertise in type(s) of housing or service(s) proposed
 - Sound financial management.

Scores of the evaluation committee members will be totaled to rate the applicants. Applications shall be scored according to the following criteria and minimum standards:

CRITERIA	Weighted Value	Evaluation Points (1-5)	Total Points	Max. Score
Funding <ul style="list-style-type: none"> • Leverage amounts from other sources • Operating budget shows evidence of sufficient revenue to administer the proposed program • Secured matching resources 	20%			100
Need/Benefit & Project Feasibility Data driven analysis that shows: <ul style="list-style-type: none"> • The proposal is responsive to current and future market demand • Income mix, if applicable • Site control • Realistic time frame for completion of funded project/program activities 	40%			200
Affordability <ul style="list-style-type: none"> • The proposal meets the Affordability Requirements serving households of up to 120% AMI. 	20%			100
Demonstrated Capability – Organizational Management <ul style="list-style-type: none"> • Staff • Organizational Experience • Expertise in type(s) of housing or service(s) proposed • Demonstrated Financial Soundness 	20%			100
TOTAL:	100%			500

EVALUATION POINTS:

1 -- Lowest

5 – Highest

CITY OF SANTA FE (CSF)
NON-DISCLOSURE AND CONFLICT OF INTEREST STATEMENT

REQUEST FOR PROPOSAL # '18/21/P

EVALUATOR NAME: _____

CSF policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of CSF contracts and Purchase Orders.

I, _____, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by commitments contained herein.

I am acting at the request of CSF as a participant in the evaluation of *offers/ proposals* received in response to the *Request for Offers! Request for Proposals*, entitled and/ or numbered. I am acting of my own accord and not acting under duress. I am not currently employed by, nor am I receiving any compensation from, nor have I been the recipient of any present or future economic opportunity, employment, gift, loan, gratuity, special discount, trip, favor, or service in connection with any *offer/proposal* or involved *Offeror/Proposer* in return for favorable consideration. I have no preconceived position on the relative merits of any of the *offers/proposals* nor have I established a personal preference or position on the worth or standing of any *Offeror/Proposer* participating in this action. CSF policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of CSF contracts, including, but not limited to contracts for professional services, agreements with consultants and Purchase Orders.

I hereby certify that to the best of my knowledge and belief, no conflict of interest exists that may diminish my capacity to perform an impartial, technically sound, objective review of this proposal(s) or otherwise result in a biased opinion or unfair competitive advantage. I agree not to disclose or otherwise divulge any information pertaining to the contents, status, or ranking of any *offer/proposal* to anyone other than the team leader or other evaluation team members. I understand the terms and "disclose or otherwise divulge" to include, but are not limited to, reproduction of any part or any portion of any *offer/proposal*, or removal of same from designated areas without prior authorization from the evaluation team leader. I agree to perform any and all evaluations of said *offers/proposals* in an unbiased manner, to the best of my ability, and with the best interest of CSF paramount in all decisions.

I agree to return to CSF Purchasing Department all copies of proposals, as well as any abstracts, upon completion of the evaluation.

SIGNATURE AND DATE

SAMPLE MATCHING AND LEVERAGING FOR HOME PUCHASE AND RENTAL UNITS

Sample Calculation: Sub-recipient Matching and Leveraging: Home Purchase

Funding Sources		Project Budget for 10 homebuyers	
First Mortgage	\$175,000	\$1,750,000	Leverage
Sub-recipient's Amortizing Second Mortgage	\$40,000	\$400,000	Sub-recipient Match
Buyer's Cash Contribution	\$6,500	\$65,000	Leverage
Down Payment Assistance Loan	\$10,000	\$100,000	AHTF
Total Home Purchase Financing	\$231,500	\$2,315,000	

AHTF Grant Request	\$100,000	Ratio
Total Leverage	\$1,815,000	\$18 to \$1
Total Sub-recipient Match	\$400,000	\$4 to \$1

Sample Calculation: Sub-recipient Matching and Leveraging: Rental Units

Sources of Funds		
Per unit/renter (avg.)	Project Budget for 10 units/renters	
\$150/mo.	\$150 X 10 = \$1,500 X 12mo = \$18,000	Leverage
\$550/mo. (rental voucher)	\$550 X 10 = \$5,500 X 12mo = \$66,000	AHTF
100 hrs. counseling & case mgt.* (@20/hr) = \$2,000/mo	\$2,000 X 10 = \$20,000 X 12mo = \$240,000	Leverage
40 hrs staff time (@20/hr) = \$800 10% of facility used for this program = \$5,000/mo facility cost (\$500/mo)= \$1,300	\$1,300 X 10 = \$13,000 X 12 = \$156,000	Match
Total cost per renter = \$2,500	Total Project Cost = \$216,000	

AHTF Grant Request	\$66,000	Ratio
Total Leverage	\$258,000	\$3.90 to \$1
Total Sub-recipient Match	\$156,000	\$2.36 to \$1

AMI TABLE

Santa Fe, New Mexico:

2017 Area Median Income (AMI) by Household Size

# in Household	Extremely Low Income Limit	Very Low Income Limit	Low Income Limit	Low-Moderate Income Limit
	<30% AMI	50%AMI	80%AMI	120%AMI
1	\$ 14,450	\$ 21,800	\$ 34,850	\$ 52,260
2	\$ 16,500	\$ 24,900	\$ 39,800	\$ 59,700
3	\$ 18,550	\$ 28,000	\$ 44,800	\$ 67,200
4	\$ 20,600	\$ 31,100	\$ 49,750	\$ 74,640
5	\$ 22,250	\$ 33,600	\$ 53,750	\$ 80,640

As stated in the adopted City of Santa Fe Administrative Procedures: Low income is defined as households whose income does not exceed 80% of the AMI and Moderate income is defined as households whose income falls within 81% to 120% of AMI. Per HUD's definition, Extremely Low Income is households whose income is less than 30% AMI.

Note: *the Area Median Income (AMI) used to determine eligibility is the one in effect at the time services are provided. AMI data is updated annually by HUD and it is the applicant's responsibility to ensure that the up-to-date information is used.*

CITY OF SANTA FE (CSF)
NON-DISCLOSURE AND CONFLICT OF INTEREST STATEMENT

REQUEST FOR PROPOSAL # '18/21/P

EVALUATOR NAME: _____

CSF policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of CSF contracts and Purchase Orders.

I, _____, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by commitments contained herein.

I am acting at the request of CSF as a participant in the evaluation of *offers/ proposals* received in response to the *Request for Offers! Request for Proposals*, entitled and/ or numbered. I am acting of my own accord and not acting under duress. I am not currently employed by, nor am I receiving any compensation from, nor have I been the recipient of any present or future economic opportunity, employment, gift, loan, gratuity, special discount, trip, favor, or service in connection with any *offer/proposal* or involved *Offeror/Proposer* in return for favorable consideration. I have no preconceived position on the relative merits of any of the *offers/proposals* nor have I established a personal preference or position on the worth or standing of any *Offeror/Proposer* participating in this action. CSF policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of CSF contracts, including, but not limited to contracts for professional services, agreements with consultants and Purchase Orders.

I hereby certify that to the best of my knowledge and belief, no conflict of interest exists that may diminish my capacity to perform an impartial, technically sound, objective review of this proposal(s) or otherwise result in a biased opinion or unfair competitive advantage. I agree not to disclose or otherwise divulge any information pertaining to the contents, status, or ranking of any *offer/proposal* to anyone other than the team leader or other evaluation team members. I understand the terms and "disclose or otherwise divulge" to include, but are not limited to, reproduction of any part or any portion of any *offer/proposal*, or removal of same from designated areas without prior authorization from the evaluation team leader. I agree to perform any and all evaluations of said *offers/proposals* in an unbiased manner, to the best of my ability, and with the best interest of CSF paramount in all decisions.

I agree to return to CSF Purchasing Department all copies of proposals, as well as any abstracts, upon completion of the evaluation.

SIGNATURE AND DATE:

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 which 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 YOU 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 ONLY

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 utilize Affordable Housing Trust Funds (AHTF) to provide one of the following services for the City:

- A. Provide supported rental vouchers, including access to counseling, health services, case management, and other services, to renters earning less than 50 percent of Area Median Income (AMI); or
- B. Provide for the development, construction, and preservation of shelter or permanent supported rental facilities, including infrastructure improvements; or
- C. The provision of rental units and support services for Low Income renters of up to 50 percent AMI, and Extremely Low Income Renters of up to 30 percent AMI that may include acquisition, conversion, preservation and new construction of tiered income multi-family rental properties; including infrastructure or one-time emergency rental assistance; or
- D. Down payment assistance in the form of soft-second mortgage that "buys down" the principal amount of the loan to lower the monthly payment for new homebuyer households below 120 percent AMI; or

E. Acquisition, conversion, preservation and new construction of homeownership housing; or

F. Homeowner rehabilitation programs, energy efficiency upgrades, accessibility retrofits that may include acquisition, conversion, and preservation of affordable housing that accommodates the needs of current homeowners.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the 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/inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of _____ dollars (\$____) per hour.

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 and 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 _____, 20____, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon _____ 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, 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, then 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:

Contractor:

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

DATE: _____


ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

CONTRACTOR:

APPROVED AS TO FORM:

By: _____
(Name & Title)



KELLEY BRENNAN, CITY ATTORNEY

CRS # _____
City of Santa Fe Business
Registration # _____

APPROVED:

ADAM K. JOHNSON, FINANCE DIRECTOR

BUSINESS UNIT/LINE ITEM