CITY OF SANTA FE

"REQUEST FOR PROPOSALS"

AFFORDABLE HOUSING TRUST FUND (AHTF)

RFP #'19/24/P

PROPOSAL DUE:

February 4, 2019
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

Local Preference……..4

Special Conditions……....7

Scope of Services Required……....9

Submittal Requirements……10

Final Evaluation for Written Proposals and Interviews…….25

Attachments:

1. Sample Matching and Leveraging
2. 2018 AMI Table
3. Sample Professional Services Agreement
4. Non-Disclosure and Conflict of Interest Statement
5. Campaign Contribution Disclosure Statement
6. Minimum Wage Ordinance

January 11, 2018

Dear AHTF Applicant:

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

All agencies requesting AHTF funding for Fiscal Year 2019-2020 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 11, 2019. 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 '19/24/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, February 4, 2019.** Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

Affordable Housing Trust Fund 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 of all proposals in part or in whole. Proposal packets are available by contacting: Jessica Chavez , City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H" Santa Fe, New Mexico, 87505, (505) 955-5701.

Shirley Rodriguez

Shirley Rodriguez, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: January 8, 2019
To be published on: January 11, 2019, January 18, 2019

Received by the Albuquerque Journal Newspaper on: January 8, 2019
To be published on: January 11, 2019, January 18, 2018

PROPOSAL SCHEDULE

RFP # '19/24/P

1.	Advertisement	January 11, 2019 January 18, 2019
2.	Issuance of RFP'S:	January 11, 2018
3.	Mandatory Technical Assistance Training: 1:30 to 3:00 p.m. 500 Market Station, Suite 200 Santa Fe, NM 87501	January 22, 2019
4.	Receipt of proposals:	February 4, 2019, at 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, 2019
6.	Interviews: Presentation to Community Development Commission and Grant Award Meeting:	February 20, 2019
7.	Request to Publish for Public Hearing at City Council:	March 13, 2019
8.	Recommendation of award to Finance Committee:	April 1, 2019
9.	Recommendation of award to City Council and Public Hearing:	April 24, 2019

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 electronic file and two copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, February 4, 2019.

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: ‘19/24/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 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. The City may extend the purchase of goods under the RFP at the option of the City for a period of four (4) years from the date of the executed purchase order, subject to the agreement of the offeror.

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. CITY LOCAL PREFERENCE

A state of New Mexico Taxation and Revenue Department Resident Business Certification of eligibility must be attached. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Resident Business Certificate, the preference will not be applied.

The City shall apply the following definitions and preferences:

1) "resident business" means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to Section 13-1-22, and which shows that the resident business resides within the Santa Fe municipal limits.

2) When the city makes a purchase using a formal bid process, the public body shall deem a bid submitted by a resident business to be 3% percent lower than the bid actually submitted. In addition, if the bid includes subcontractors who are also resident businesses, the public body shall deem a bid submitted by a resident business with resident business subcontractors to be 6% lower than the bid actually submitted. If a non-resident business hires all resident business subcontractors, the public body shall deem the bid to be 3% percent lower than the bid actually submitted.

3) When the city makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the city shall award an additional:

    (a) three percent or the total weight of all the factors used in evaluating the proposals to a resident business; and

    (b) three percent or the total weight of all the factors used in evaluating the used in evaluating the proposals to a business with all resident business subcontractors.

4) When the city makes a purchase using a formal request for proposals process, and the contract is awarded based on a point-based system, the city shall award additional points equivalent to:

(1) three percent of the total possible points to a resident business: and

(2) three percent of the total possible points to a business with all resident business subcontractors.

5) The maximum available local preference shall be 6%.

6) Competitive sealed proposals valued in excess of one million dollars ($1,000,000.00)

(1) If the bid or proposal includes to subcontractors who are also resident business, the public body shall deem a bid or proposal submitted by a resident business to be six percent (6%) lower than the bid actually submitted, if and only if at least fifty percent (50%) of the subcontracted services go to subcontractors who are resident businesses.

(2) If a non-resident business hires resident business subcontractors, the public body shall deem the bid or proposal to be three percent (3%) lower than the bid actually submitted, if and only at least fifty percent (50%) of the subcontracted services go to subcontractors who are resident businesses."

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
'19/24/P
GENERAL INFORMATION on Affordable Housing Trust Fund

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 2019 to June 30, 2020.** 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 ($475,000) is available for Fiscal Year 2019-2020. Of this amount, at least 50% ($237,500) 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 described on the following pages. All uses of funds must be consistent with the NM Affordable Housing Act.

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.

SUBMITTAL REQUIREMENTS
'19/24/P

In accordance with the New Mexico Affordable Housing Act, individual Applicants and all other Applicants wishing to apply for a Housing Assistance Grant or Affordable Housing Trust Funds are also required to submit to the City of Santa the following, as applicable:

A. One original Application, together with all required attachments as detailed in this RFP packet;

B. 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;

C. For non-profit organizations, proof of 501(c) (3) tax status;

D. A proposed budget for the Affordable Housing Project for which the Applicant is applying for Affordable Housing Funds or for a Housing Assistance Grant;

E. Most recent independent financial audit;

F. 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;

G. 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.

H. 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;

I. 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);

J. 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;

K. 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;

L. 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:

(1) A verified certificate that, among other things:

a. 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;

b. 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.

(2) The experience of the Applicant in developing financing and managing Multiple-Family Housing Projects.

(3) 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.

M. If the **Applicant is a Mortgage Lender**, the City of Santa Fe shall consider, among other things:

(1) The financial condition of the Applicant;

(2) The terms and conditions of any loans to be made;

(3) The aggregate principal balances of any loans to be made;

(4) 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

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

N. 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 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 **Tuesday, January 22, 2019, 1:30-3:00 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 2019-2020 Program Year:

All agencies requesting City funding for Fiscal Year 2019-2020 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 **Monday, February 4, 2019 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 make a presentation to the Community Development Commission (CDC) on Wednesday February 20, 2019. 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.

AHTF GRANT APPLICATION CHECKLIST:

_____One original Application, together with all required attachments as detailed on page 25 in this RFP packet;

_____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;

_____For non-profit organizations, proof of 501(c) (3) tax status;

_____A proposed budget for the Affordable Housing Project for which the Applicant is applying for Affordable Housing Funds or for a Housing Assistance Grant;

_____Most recent independent financial audit;

_____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;

_____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.

_____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;

_____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);

_____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;

_____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;

_____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:

(1) _____A verified certificate that, among other things:

c. 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;

d. Except as shown on such certificates, states that:

v. 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;

vi. 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;

vii. 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

viii. 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.

(4) _____The experience of the Applicant in developing financing and managing Multiple-Family Housing Projects.

(5) _____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.

2019-2020 AHTF APPLICATION

General Information

Applicant Name(s): _____

Address: _____

_____

Federal Tax ID #:_____

City Business Reg. #:_____

CRS#: _____

City/State/Zip Code:_____

Telephone: _____

Project Contact: _____

Email Address: _____

Amount of Allocation 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;

☐ **Down payment 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** - Aacquisition, 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, how the services will address the improvement of systemic root challenges in the community, 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 to include contributions toward the Sustainable Santa Fe 2040 Carbon Neutral Plan. Please fill out Project Sustainability worksheet, exhibit and 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? _____

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)

4. Demonstrated Capability - Organizational Capacity – Partnerships and Collaborations

Describe the expertise of your organization and past projects to provide the type of housing or programs proposed for funding. Include community partnerships and collaborations that will be achieved in order to strengthen community networking ties, 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 2018 and 2017.
- Current Statement of Assets & Liability

EVALUATION CRITERIA
&
WEIGHTED VALUES

EVALUATION COMMITTEE MEMBERS

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, strategic action plan for improving systemic root challenges within the community, 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;

- Proven Capacity
  - Staff
  - Organizational experience
  - Expertise in type(s) of housing or service(s) proposed
  - Sound financial management

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.

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 • 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: • 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 • Strategically improves systemic root challenges in the community	**40%**			**200**
Affordability • The proposal meets the Affordability Requirements serving households earning no more than 120% AMI.	**20%**			**100**
Demonstrated Capability – Organizational Management • 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

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

2018 Area Median Income (AMI) by Household Size
Santa Fe, New Mexico

# in Household	UP TO 30%	50%AMI	65%AMI	80%AMI	100%AMI	120%AMI
	Very Low	Low/Moderate			Moderate	
1	<$14,549	$24,300	$31,550	$38,850	$48,550	$58,250
2	<$16,649	$27,750	$36,100	$44,400	$55,500	$66,600
3	<$18,749	$31,200	$40,600	$49,950	$62,450	$74,900
4	<$20,799	$34,650	$45,050	$55,450	$69,300	$83,150
5	<$22,449	$37,450	$48,700	$59,900	$74,900	$89,900

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.

REQUEST FOR PROPOSAL

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work

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. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars ($_____) per hour, such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement**

being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **DATE** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150

NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B Termination Management. Immediately upon receipt by either the City or the

Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately 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. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. 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.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of

new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance. 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.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit.

Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property

damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.

b. Property damage or combined single limit coverage: $1,000,000.

c. Automobile liability (including non-owned automobile coverage): $1,000,000.

d. Umbrella: $1,000,000

C. Contractor shall maintain the above insurance for the term of this Agreement and name

the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the

Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

24. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

25. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: [insert name, address and email].

To the Contractor: [insert name, address and email].

26. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
CITY MAYOR/MANAGER

DATE:_____

CONTRACTOR:

_____
NAME AND TITLE

DATE:_____

CRS#_____

Registration # _____

ATTEST:

_____
YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

RFP
CITY ATTORNEY

APPROVED:

_____
FINANCE DIRECTOR

_____
Business Unit Line Item

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

REQUEST FOR PROPOSAL # '

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:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Person**" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"**Prospective contractor**" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

_____

Amount(s) of Contribution(s) _____

_____

Nature of Contribution(s) _____

_____

Purpose of Contribution(s) _____

_____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____
Signature Date

_____

City of Santa Fe Living Wage Ordinance

PURSUANT TO THE CITY OF SANTA FE
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987
EFFECTIVE MARCH 1, 2018 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

$11.40
PER HOUR

Santa Fe's Living Wage

- The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
- The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).
- All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

Who is Required to Pay the Living Wage?

- The City to all full-time permanent workers employed by the City;
- Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
- Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars ($25,000) for the duration of the City grant or subsidy;
- Businesses required to have a business license or registration from the City; and
- Nonprofit organizations, except for those whose primary source of funds is from Medicaid waivers.
- For workers who customarily receive more than one hundred dollars ($100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living 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.

More Information, including the Living Wage Ordinance, is available at
http://www.santafenm.gov
(Click on Hot Topics/Living Wage)