

**The City of Santa Fe  
AND  
Office of Affordable Housing**

**REQUEST FOR PROPOSALS (RFP)**

**Affordable Housing Trust Fund (AHTF)**



**RFP#**  
**21/25/P**

**RFP Release Date:** January 27 2021

**Proposal Due Date:** February 24, 2021

**ELECTRONIC-ONLY PROPOSAL SUBMISSION**

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# I. INTRODUCTION

## A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of eligible uses of the **AFFORDABLE HOUSING TRUST FUND**.

## B. BACKGROUND INFORMATION

The primary purpose of the Affordable Housing Trust Fund, as codified in SFCC 26-3, is to increase and preserve the supply of affordable housing in Santa Fe available to low- and moderate-income residents. The New Mexico Affordable Housing Act (the “Act”) determines eligible uses for the fund; eligibility criteria for applicants; and application requirements in order for the disbursement of these funds to be compliant with the State of NM’s Anti-Donation Clause. The New Mexico Mortgage Finance Authority (MFA) is responsible for ensuring compliance with the Act through the Affordable Housing Act Rules (the “Rules”).

A total allocation of funds from the AHTF of at least four hundred thousand dollars (\$400,000) is available for Fiscal Year 2021-2022. AHTF funds are allocated in conjunction with the City of Santa Fe’s Community Development Block Grant (CDBG) funding cycle. This allows applicants to leverage funding sources and coordinate programming as well as helping the City to maximize the efficiency in decision making. To recycle 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 AHTF-eligible uses to leverage housing affordability in Santa Fe.

## C. SCOPE OF PROCUREMENT

The objective of this procurement is to solicit proposals for Affordable Housing Projects. Specifically, the Community Development Commission (CDC) recognized that during the pandemic and its economic aftermath, many lower income households would be vulnerable to losing their housing. In addition, many more are already experiencing homelessness or living in precarious housing situations. For that reason, the CDC identified the prevention of homelessness and ending it, as well as addressing housing instability as the top priority for deploying Affordable Housing Trust Funds for the 21-22 program year.

The Applicant must demonstrate that it meets the criteria outlined in the Act as a “Qualifying Grantee,” determined by responsiveness to the Application and required submittals within this RFP. The Applicant will describe the type and/or amount of assistance proposed to benefit Persons of Low or Moderate Incomes, consistent with the provisions of the Act. The application must clearly evidence the need for the subsidy and/or how Affordable Housing Trust Funds (AHTF) reduces the housing costs to persons of low or moderate income, and that there is or will be a direct benefit to the community and/or to the purported beneficiaries of the project. Further, the Applicant must describe the steps proposed to achieve the project goals. This description will be used as the basis for the project scope of work. 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, as per the proposed budget provided in the Application. Nothing contained herein shall prevent or preclude an Applicant from matching or using local, private, or federal funds in connection with a grant of Affordable Housing Funds under the Act.

The resulting contract will be a single award, resulting in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

## D. PROCUREMENT MANAGER

Office of Affordable Housing has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Alexandra Ladd, Procurement Manager  
Telephone: (505) 303-9868  
Email: agladd@santafenm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Protests submitted or delivered to the Procurement Manager will NOT be considered properly submitted.

## E. PROPOSAL SUBMISSION

*Submissions of all proposals must be accomplished via email to: purchasing@santafenm.gov.*

## F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. **“Affordable Housing Act”** is the enabling legislation that exempts affordable housing from the anti-donation clause of the New Mexico state Constitution.
2. **Authorized Purchaser** means an individual authorized by a Participating Entity to place orders against this contract.
3. **“Award”** means the final execution of the contract document.

4. “**Business Hours**” means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
5. “**Central Purchasing Office**” means the office responsible for the control of procurement of items of tangible personable property, services or construction.
6. “**Chief Procurement Officer**” means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personable property, services or construction.
7. “**City**” means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.
8. “**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
9. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. The following items may not be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is not confidential financial information or that qualifies under the Uniform Trade Secrets Act.
10. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
11. “**Contractor**” means any business having a contract with the City of Santa Fe.
12. “**Department**” means the Requesting Department sponsoring this Procurement.
13. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
14. “**Desirable**” – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
15. “**Electronic Submission**” means a successful submittal of Offeror’s proposal.
16. “**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The electronic version/copy can only be emailed.
17. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.

18. "**Evaluation Committee Report**" means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee's recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
19. "**Final Award**" means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
20. "**IT**" means Information Technology.
21. "**Mandatory**" – the terms "must," "shall" "will," "is required," or "are required," identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror's proposal.
22. "**Minor Irregularities**" means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
23. "**Offeror**" is any person, corporation, or partnership who chooses to submit a proposal.
24. "**Procurement Manager**" means any person or designee authorized by the Requesting Department to facilitate the procurement and or administer the contract(s).
25. "**Project**" means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
26. "**Qualifying Grantee**" means an individual who is approved to receive assistance pursuant to the Affordable Housing Act, or a governmental housing agency, regional housing authority, tribal housing agency, corporation, limited liability company, partnership, joint venture, syndicate, association or nonprofit that is organized under state, local or tribal laws.
27. **Redacted**" means a version/copy of the Offeror's proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
28. "**Request for Proposals (RFP)**" means all documents, including those attached or incorporated by reference, used for soliciting proposals.
29. "**Requesting Department**" means the City Department responsible for overseeing the work or delivery of tangible personal property by a contractor.
30. "**Responsible Offeror**" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

31. "**Responsive Offer**" or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
32. "**Sealed**" means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The City of Santa Fe reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the City's Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.
33. "**Staff**" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.
34. "**State (the State)**" means the State of New Mexico.
35. "**Statement of Concurrence**" means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. "We concur," "Understands and Complies," "Comply," "Will Comply if Applicable," etc.)
36. "**Unredacted**" means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
37. "**Written**" means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

## **G. PROCUREMENT LIBRARY**

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

[https://www.santafenm.gov/bids\\_rfps](https://www.santafenm.gov/bids_rfps)

### **Other relevant links:**

Offerors may find useful background info about the Affordable Housing Trust Fund (AHTF) on the City's website: [https://www.santafenm.gov/cdbgfunding\\_opportunities](https://www.santafenm.gov/cdbgfunding_opportunities);

The City Code (SFCC 25-3) also describes eligible uses of funds:

[https://library.municode.com/nm/santa\\_fe/codes/code\\_of\\_ordinances?nodeId=CHXXVIHO\\_26-3AFHOTRFU](https://library.municode.com/nm/santa_fe/codes/code_of_ordinances?nodeId=CHXXVIHO_26-3AFHOTRFU);

And additional information about the New Mexico Affordable Housing Act can be found on the NM Mortgage Finance Authority's website:

[www.housingnm.org/assets/content/Developer/pubAffordableHousingAct.pdf](http://www.housingnm.org/assets/content/Developer/pubAffordableHousingAct.pdf) and the Rules for the Act:  
[AHA Rules Amended Dec2015.pdf \(housingnm.org\)](http://www.housingnm.org/AHA_Rules_Amended_Dec2015.pdf)

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

### A. SEQUENCE OF EVENTS

The City's Central Purchasing Office and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Central Purchasing Office	January 27, 2021
2. Acknowledgement of Receipt Form	Potential Offerors	February 10, 2021
3. Pre-Proposal Conference (AHTF Training)	Office of Affordable Housing	February 5, 2021
4. Deadline to submit Written Questions	Potential Offerors	February 12, 2021
5. Response to Written Questions	Procurement Manager	February 17, 2021
<b>6. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>February 24, 2021</b>
7. Proposal Evaluation	City staff*; Community Development Commission (CDC)	February 24 – March 3
8. Oral Presentation of Projects	Potential Offerors	March 3, 2021
9. Recommendation of Awards	CDC	March 3, 2021
10. Finalize DRAFT Contractual Agreements	Requesting Department/City Attorney's Office	March 17, 2021
11. Governing Body Committee Approvals	-Finance -Quality of Life	-April 19, 2021 -April 21, 2021
12. Governing Body Approval	Requesting Dept	-April 28, 2021
13. Protest Deadline	Central Purchasing Office	+15 days

\*Reviews for completeness

## **B. EXPLANATION OF EVENTS**

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

### **1. Issue RFP**

This RFP is being issued on behalf of The City Office of Affordable Housing on the date indicated in Section II.A, Sequence of Events.

### **2. Acknowledgement of Receipt Form**

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Central Purchasing Office at [Purchasing@santafenm.gov](mailto:Purchasing@santafenm.gov), to have their organization placed on the procurement Distribution List. The form must be returned to the Central Purchasing Office by 3:00 pm MST/ MDT on the date indicated in Section II.A, Sequence of Events.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

### **3. Pre-Proposal Conference/AHTF Training**

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 10:30am MST/MDT via Zoom Meeting. Meeting information will be provided upon receipt of Acknowledgement of Receipt Form. **Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Office and the Procurement Manager** (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference/AHTF Training will be considered **unofficial** until they are posted in writing or the recorded Zoom meeting is made available. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the AHTF training.

**Attendance at the AHTF Training is a prerequisite for submission of a proposal.**

### **4. Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Central Purchasing Office and the Procurement Manager as to the intent or clarity of this RFP until 5:00PM MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Central Purchasing Office and the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

## **5. Response to Written Questions**

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to:

[https://www.santafenm.gov/bids\\_rfps](https://www.santafenm.gov/bids_rfps)

## **6. Submission of Proposal**

At this time, only electronic proposal submission is allowed. Do not submit hard copies until further notice.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING OFFICE VIA EMAIL AT [Purchasing@santafenm.gov](mailto:Purchasing@santafenm.gov) NO LATER THAN **3:00 PM MST/MDT** ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

*Proposals must be submitted electronically through email until further notice. Refer to Section III.B.1 for instructions.* Proposals submitted by facsimile will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required City of Santa Fe signatures on the contract(s) resulting from the procurement has been obtained.

## **7. Proposal Evaluation**

The City's Community Development Commission will fulfill its role as the Evaluation Committee to hear Offeror presentations and evaluate proposals. This process will take place as indicated in Section II.A, Sequence of Events. During this time, the Central Purchasing Office or/and the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

## **8. Oral Presentations**

Offerors who submit responsive proposals are required to conduct an oral presentation of their Application via electronic means, as per schedule Section II.A., Sequence of Events. **The Department will provide Offerors with applicable details related to the schedule of presentations.**

## **9. Recommendation of Award**

Immediately following oral presentations, the Community Development Committee will employ an Evaluation Criteria Checklist to determine eligibility and responsiveness **as described in Section V to**

prioritize applications for uses of funds and funding amounts. Note that several applications may be funded through this RFP based on responsiveness to demonstrated community need.

## **10. Finalize DRAFT Contractual Agreements**

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter.

## **11. Governing Body Committee Recommendation and Governing Body Approval of Awards**

The award is subject to appropriate Department and Governing Body approval as per Section II.A., Sequence of Events, or as soon as possible thereafter.

## **12. Protest Deadline**

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Fran Dunaway  
Chief Procurement Officer  
City of Santa Fe  
[fadunaway@santafenm.gov](mailto:fadunaway@santafenm.gov)

**PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.**

## C. GENERAL REQUIREMENTS

### 1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

### 2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

### 3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the Department which may derive from this RFP. The Department entering into a contractual agreement with a vendor will make payments to only the prime contractor.

### 4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from The Department awarding any resultant contract, before any subcontractor is used during the term of this agreement.

### 5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **The Department or the Central Purchasing Office personnel will not merge, collate, or assemble proposal materials.**

### 6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Central Purchasing Office and the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

### 7. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by The City. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***

1. confidential financial information concerning the Offeror's organization; and
  2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

**IMPORTANT:** The price of products offered or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the City Attorney and the Chief Procurement Officer shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

## **8. No Obligation**

This RFP in no manner obligates The City or any of its Departments to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

## **9. Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Department determines such action to be in the best interest of the City of Santa Fe.

## **10. Sufficient Appropriation**

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Department's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

## **11. Legal Review**

The Department requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Central Purchasing Office and the Procurement Manager.

## **12. Governing Law**

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

## **13. Basis for Proposal**

Only information supplied in writing by the Central Purchasing Office and the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals. negotiated with The City. See Section II.C.15 for requirements.

## **14. Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between The City and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

## **15. Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

## **16. Right to Waive Minor Irregularities**

The Evaluation Committee, upon approval from the Chief Procurement Officer, reserves the right to waive minor irregularities, as defined in Section I.F.22. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

## **17. Change in Contractor Representatives**

The City reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of The City, adequately meeting the needs of The City.

## **18. Notice of Penalties**

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

## **19. Department Rights**

The Department in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

## **20. Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from The City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or City contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

## **21. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of The City. If the RFP is cancelled, all responses received shall be destroyed by the Central Purchasing Office unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

## **22. Confidentiality**

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP 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.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without The City's written permission.

## **23. Electronic mail address required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

## **24. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Central Purchasing Office, the Offeror acknowledges that the version maintained by the Central Purchasing Office shall govern.

Please refer to: [https://www.santafenm.gov/bids\\_rfps](https://www.santafenm.gov/bids_rfps)

## **25. Campaign Contribution Disclosure Form**

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX C, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor, City Officials or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

## **26. Letter of Transmittal**

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX B), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only required if the responses differs from the individual identified in A*);
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as City, County, State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions

Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

**Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.**

## **27. Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
  - 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  - 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  - 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  - 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
    - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the Chief Procurement Officer or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in

termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Chief Procurement Officer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Chief Procurement Officer may terminate the involved contract for cause. Still further the Chief Procurement Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer

## **28. Local Preferences**

The City recognizes the value of revenue derived from local businesses and shall procure goods and/or services locally when possible, pursuant to Ordinance and this Manual, except for purchases using City, state and federal grant funds. Applicable City, state and federal law and regulations govern procurements using City, state or federal funds.

### **1. Local Preference Qualification**

To qualify for a local preference, a vendor must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978 §13-1-22.

- a. The City shall award additional 10% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 6% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.
- b. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 10% of the total possible points to a local resident business.

The City shall award an additional 6% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 10%.

**2. *Solicitations above One Million Dollars (\$1,000,000)***

- a. The City shall deem a bid or proposal submitted by a resident business to be 15% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.
- b. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid actually submitted, if and only at least 50% of the subcontracted services go to subcontractors who are resident businesses.

**The Local Preferences shall not apply if the expenditures for this RFP includes federal funds.**

### **III. RESPONSE FORMAT AND ORGANIZATION**

#### **A. NUMBER OF RESPONSES**

Offerors may submit more than one proposal in response to this RFP to reflect individual projects.

#### **B. NUMBER OF COPIES**

##### **1. ELECTRONIC SUBMISSION ONLY Responses**

**Proposals in response to this RFP must be submitted through City of Santa Fe's Purchasing email ONLY,**

the Offeror need only submit one single electronic copy of each portion of its proposal (Technical and

**Cost) as outlined below. EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.**

Separate the proposals as described below into separate electronic files for submission.

The ELECTRONIC **proposal** submission must be fully submitted to: [purchasing@santafenm.gov](mailto:purchasing@santafenm.gov) by the submission deadline in Section II.B.6.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

#### **C. PROPOSAL FORMAT**

All proposals must be submitted as follows:

##### **1. Proposal Content and Organization**

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

- A. Acknowledgement of Receipt Form
- B. Signed Letter of Transmittal
- C. Signed Campaign Contribution Disclosure Form
- D. Local Preferences (if applicable)
- E. Non-Collusion Affidavit
- F. Conflict of Interest
- G. Application for Funds + Required Attachments
  - a. Project Budget or Development ProForma
  - b. Match/Leveraging Worksheet
  - c. Copy of site plan or plat if project is approved by City (not applicable to non-construction projects)
  - d. Work samples, illustrations of past projects, other documentation of community projects/partnerships (optional)
- H. Organizational Requirements as described in IV.C
- I. City Local Preference Documentation as described in II.C.28.

**A table of contents is required.**

## **IV. SPECIFICATIONS**

### **A. DETAILED SCOPE OF WORK**

Through the Application, the Affordable Housing Project proposed by the Applicant and for which the Applicant is applying for funds or a grant under the NM Affordable Housing Act will be described. This will include the type and/or amount of assistance which the Applicant proposes to provide to Persons of Low or Moderate Income (earning less than 120% of the area median income – AMI). The application must clearly evidence the need for the subsidy and/or how 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.

Further, the Application must describe the steps proposed by the Applicant to achieve the project goals. This description will be used as the basis for the project scope of work. 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, as per the proposed budget. 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.

### **B. ELIGIBLE ACTIVITIES, APPLICANTS AND USES OF FUNDS**

The NM Affordable Housing Act allows the City of Santa Fe to donate, provide, or pay for the costs of the following:

- Land upon which affordable housing will be constructed;
- An existing building that will be renovated, converted, or demolished and reconstructed as Affordable Housing;
- The costs of acquisition, development, construction, financing, and operating or owning affordable housing; or
- The costs of financing or infrastructure necessary to support Affordable Housing.

Supportive services, administrative costs and other programming related expenses are not eligible uses for AHTF funds. All recipients of assistance from AHTF-funded activities must be income-qualified as earning no more than 120% of the area median income (AMI) as determined through a HUD-approved income certification process.

#### **1. 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 applicants must have proven financial capacity and organizational experience to carry out the activities described in the proposal submitted to receive an AHTF allocation.

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 described in the Submittal Requirements. 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 this document are met.

A “Qualifying Grantee,” is defined by the MFA Housing Act Rules as:

- An individual who is qualified to receive assistance pursuant to the Act and is approved by the City of Santa Fe; and
- A governmental housing agency, regional housing authority, tribal housing agency, corporation, limited liability company, partnership, joint venture, syndicate, association or a nonprofit organization that:
  - a. Is organized under State, local, or tribal laws and can provide proof of such organization;
  - b. Has 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.
  - c. Has among its purposes significant activities related to providing housing or services to persons of low-to-moderate income; and
  - d. 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.
  - e. If a non-profit organization, has no part of its net earnings inuring to the benefit of any member, founder, contributor, or individual; and
  - f. Is approved by the City of Santa Fe as a “Qualified Grantee” as a result of meeting the requirements described in this RFP.

## **2. Affordability Period Defined**

In order to ensure that funds are reserved for the benefit of low- and moderate-income persons seeking housing assistance and/or in need of affordable housing, the City of Santa Fe mandates minimum affordability periods. The length of affordability is relative to the amount of funds allocated to the project. 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.

### **3. REQUIREMENTS FOR 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 In General Information) 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.

## C. ORGANIZATIONAL REQUIREMENTS

Offeror must provide:

A. Documentation that it 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);

B. For non-profit organizations, proof of 501(c) (3) tax status and list of current board members;

C. Fiscal Policies and Procedures

D. Most recent independent financial audit and financial certifications, as applicable:

1) Evidence 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;

2) 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;

E. Organizational chart, including job titles and qualifications for the Applicant's employees who will be contributing toward or working on the AHTF-funded project as proposed, 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;

F. For Multi-family Housing Project applications, additional requirements include the following:

1) A verified certificate that 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;

2) Except as shown on such certificate, a statement that:

- (a) 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;
- (b) 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;
- (c) 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
- (d) 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.*

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

4) 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.

G. If the Applicant is a Mortgage Lender, additional requirements include the following:

- 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.

## D. ADDITIONAL SPECIFICATIONS

### 1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX B. The form **must** be completed and must be signed by the person authorized to obligate the company. Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX E, and to return a signed, unaltered form will result in Offeror's disqualification.

### 2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

### 3. Oral Presentation

Applicants will be required to present their applications to the Community Development Commission on **February 24, 2021**. The order of the presentations is random and City staff will schedule a 15 minute time slot for each approved application to be presented to the Commission. After the presentations are made, the Commission will deliberate and approve allocation amounts based on the evaluation criteria presented in this RFP.

### 4. 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.

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

The City's Community Development Commission is designated to make the initial funding recommendation of Affordable Housing Trust Funds (AHTF). 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 projects.

CRITERIA	Weighted Value	Evaluation Points (1-5)	Total Points	Max. Score
<b>A. Funding Feasibility</b> <ul style="list-style-type: none"><li>• Budget Narrative</li><li>• Leverage amounts from other sources</li><li>• Operating budget shows evidence of sufficient revenue to administer the proposed program</li><li>• Secured matching resources</li></ul>	<b>20%</b>			<b>100</b>
<b>B. Need/Benefit &amp; Project Feasibility</b> <ul style="list-style-type: none"><li>• The proposal is responsive to current and future market demand</li><li>• Income mix, if applicable</li><li>• Site control, if applicable</li><li>• Realistic time frame for completion of proposed project/program activities</li><li>• Proposed use of funds addresses underlying/systemic challenges in the community</li></ul>	<b>50%</b>			<b>250</b>
<b>C. Demonstrated Capability – Organizational Management</b> <ul style="list-style-type: none"><li>• Staff capacity and expertise</li><li>• Organizational experience</li><li>• Expertise in type(s) of housing or service(s) proposed</li><li>• Demonstrated financial soundness</li></ul>	<b>30%</b>			<b>150</b>
<b>TOTAL:</b>		<b>100%</b>		<b>500</b>

Table 1: Evaluation Point Summary

**EVALUATION POINTS:**

**1 -- Lowest**

**5 -- Highest**

Compliance with NM Affordable Housing Act (Check one) and Leveraging Requirements	Pass		Fail	
<ul style="list-style-type: none"><li>• The proposal effectively meets affordability requirements, serving households earning no more than 120%AMI.</li><li>• The Offeror demonstrates appropriate affordability controls to secure long term affordability through the use of funds.</li></ul>				
Project achieves leveraging requirement: \$3 match for every \$1 AHTF				
<b>Note that in order to be considered for AHTF funding, application must “pass” on all criteria</b>				

## **B. EVALUATION PROCESS**

1. All Offeror proposals will be reviewed by staff for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Central Purchasing Office or/and the Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.9). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

## **APPENDIX A**

### **ACKNOWLEDGEMENT OF RECEIPT FORM**

## **APPENDIX A**

### **REQUEST FOR PROPOSAL**

Affordable Housing Trust Fund (AHTF)  
21/25/P

### **ACKNOWLEDGEMENT OF RECEIPT FORM**

This Acknowledgement of Receipt Form should be signed and submitted no later than February 5, 2021, 5PM. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX H.

The name and address below will be used for all correspondence related to the Request for Proposal.

ORGANIZATION: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

**Submit Acknowledgement of Receipt Form to:**

To: Central Purchasing  
E-mail: Purchasing@santafenm.gov  
Subject Line: AHTF RFP 21/25/P

## **APPENDIX B**

### **LETTER OF TRANSMITTAL FORM**

## APPENDIX B

### Letter of Transmittal Form

**ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)**

**RFP#: AHTF RFP 21/25/P**

**1. Identify the following information for the submitting organization:**

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

**2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:**

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

\* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

**3. Use of subcontractors (Select one):**

- No subcontractors will be used in the performance of any resultant contract, OR  
 The following subcontractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

**4. Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)**

(Attach extra sheets, as needed)

**By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:**

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

\_\_\_\_\_, 20\_\_\_\_\_  
Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

## **APPENDIX C**

### **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

## APPENDIX C

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"**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.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

**Name(s) of Applicable Public Official(s) if any:** \_\_\_\_\_

Mayor Alan M Webber  
Councilor Signe Lindell, Pro-tem  
Councilor Renee Villarreal  
Councilor Michael Garcia  
Councilor Carol Romero-Wirth  
Councilor Roman Tiger Abeyta  
Councilor Christopher Rivera  
Councilor Joanne Vigil Coppler  
Councilor Jaime Cassutt-Sanchez

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

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Purpose of Contribution(s) \_\_\_\_\_

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(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

## Title (Position)

**APPENDIX D**

**NON-COLLUSION AFFIDAVIT**

## **NON-COLLUSION AFFIDAVIT**

***Complete, Sign and Return with your proposal.***

I hereby affirm that: I am the \_\_\_\_\_ (insert title) and the duly authorized representative of \_\_\_\_\_ (insert organization's name) whose address is \_\_\_\_\_. And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
2. Such proposal is genuine and is not a collusive or sham proposal.
3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX E**

**CONFLICT OF INTEREST**

## **CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS**

***Complete, sign and return with your proposal.***

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

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

The Executive Director or Project Lead shall complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Executive Director or Project Lead and known key personnel needs to describe the conflict.

The Executive Director or Project Lead agrees that, if after award, an organizational conflict of interest is discovered, the Executive Director or Project Lead makes an immediate and full written disclosure to the City that includes a description of the action that the organization has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Executive Director or Project Lead was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, \_\_\_\_\_ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the AHTF-funded project. For the duration of this firm's involvement in the AHTF contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the AHTF contract.

I certify that this firm will keep all AHTF contract information confidential and secure. This organization will not copy, give or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the AHTF contract. I

understand that if this firm leaves this AHTF contract before it ends, this firm must still keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the AHTF contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the AHTF contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name:

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Authorized Representative/Title:

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Phone Number:

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Fax Number:

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E-mail Address:

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Signature:

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Date:

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The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

**APPENDIX F**

**APPLICATION FOR FUNDS**

## **APPLICATION FOR AFFORDABLE HOUSING TRUST FUND (AHTF)**

### **Applicant Information**

Applicant Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_

City of SF Business Reg #: \_\_\_\_\_

State of NM CRS#: \_\_\_\_\_

Project Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Amount of Allocation Requested:** \$ \_\_\_\_\_

### **Type of Applicant (check one):**

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."

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Project Name: \_\_\_\_\_

Project Address (if applicable): \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

## **Project Priority**

Select one of the categories your project applies to:

- Rental Assistance** - Provide supported rental vouchers to cover housing costs including rent, rental arrears, utilities, utility arrears, deposits, etc. to renters earning less than 60%AMI;
- Emergency Shelters, including permanent supported housing units reserved for formerly homeless renters or other special needs** - Construction, rehabilitation and preservation of shelter/permanent supported rental facilities, including infrastructure improvements;
- Provision of Rental Units to Low-Income (up to 60% 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;
- Down payment Assistance** - 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;
- Provision of Homeownership Units** - Acquisition, conversion, preservation and new construction of homeownership housing;
- Homeowner Rehabilitation Programs, Energy Efficiency Upgrades, Foreclosure Prevention, Accessibility Retrofits** – Repair, rehabilitation and preservation of affordable housing that accommodates the needs of current homeowners, improves quality of life, lowers long term housing/energy costs, prevents foreclosure, and supports wealth building through homeownership.

## **Project Description**

**Please provide a narrative of your project, demonstrating how it meets the City's priority of preventing homelessness, ending homelessness and stabilizing the housing situations of those who are at risk of losing their housing.** Specifically identify who will be served, how the services will address systemic challenges in the community, which housing needs are addressed, anticipated outcomes, etc. (As needed, continue on a separate sheet.)

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## **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.

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**Leveraging/Matching Requirement.** 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 no more than \$1 of the match.

Briefly describe and/or summarize leveraging ratio:

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**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.

Briefly describe budgetary considerations and cost calculations:

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## **2. Need/Benefit & Project Feasibility**

Demonstrate that the proposed project/program and effectively meets identified current and future housing needs, using data-based analysis. Provide narrative and evidence that connects the proposed project with adopted City priority(s).

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**What is the timeline for the project?** Applicant must describe proposed timeline for expending funds, either in terms of steps required to deploy funds or schedules for capital project completion.

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**Sustainability.** The challenges of climate change and urban resiliency are addressed in the City of Santa Fe 25 Year Sustainability Plan, which lists main areas of focus for the City of Santa Fe over the course of the next 25 years. Provide narrative below describing how the proposed project will contribute toward the provision of more sustainable and resilient neighborhood development (use additional sheets as necessary):

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## **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.** If proposed project is recommended for funding, proof of site control must be provided before funds are disbursed. Site control is or will be in the form of:

Deed     Option     Lease (Term \_\_\_\_\_ Years)     Purchase Contract

Other (explain): \_\_\_\_\_

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

## **Site Description/Land Use Status**

Area of Site: \_\_\_\_\_ acres or \_\_\_\_\_ square feet

Is site zoned appropriately for your development?     Yes     No

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

What zoning category is required? \_\_\_\_\_

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, please 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**

As per the NM Affordable Housing Act, the City's Affordable Housing Trust Fund ordinance limits financial assistance to households earning no more than 120% of HUD's Area Median Income (AMI) for Santa Fe, (see table below).

AMI*	Family Size							
	1	2	3	4	5	6	7	8
<b>30%</b>	54,750	60,800	65,700	70,550	75,400	80,300	85,250	60,800
<b>50%</b>	21,720	26,200	30,680	35,160	39,640	44,120	42,600	48,650
<b>60%</b>	51,350	57,000	61,600	66,150	70,700	75,300	47,950	54,700
<b>65%</b>	55,600	61,750	66,750	71,650	76,550	81,600	51,950	59,300
<b>80%</b>	68,450	76,000	82,150	88,200	94,250	100,400	63,900	72,960
<b>100%</b>	85,550	95,000	102,700	110,250	117,800	125,500	79,900	91,200
<b>120%</b>	102,650	114,000	123,250	132,300	141,350	150,600	95,900	109,450

\*2021 AMI data is not available at this time.

Fill out table, indicating which AMI percentiles will be served by the proposed project and how many beneficiaries per tier are expected to receive assistance. (Note: if project is funded, this proposed number will be used to draft the scope of work in the professional services agreement with the City.)

AMI	Proposed #s to be Served
100% - 120%	
80% - 100%	
65% - 80%	
50% – 65%	
30% - 50%	
Less than 30%AMI	

What is the proposed affordability period for the project, based on the minimum terms provided below?

- |   |                                   |
|---|-----------------------------------|
| <input type="checkbox"/> Up to \$14,999       | <input type="checkbox"/> 5 years  |
| <input type="checkbox"/> \$15,000 to \$40,000 | <input type="checkbox"/> 10 years |
| <input type="checkbox"/> \$40,001-\$100,000   | <input type="checkbox"/> 15 years |
| <input type="checkbox"/> Over \$100,000       | <input type="checkbox"/> 20 years |

Other (please explain): \_\_\_\_\_

How will the affordability period be enforced and monitored over time for compliance?

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If funds are granted directly to income-certified beneficiaries for the purposes of preventing homelessness or stabilizing housing situations, please describe the longer term means of securing the equity or steps taken to ensure that a housing situation is stabilized:

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#### **4. Demonstrated Capability/Organizational Capacity/Partnerships**

Describe the expertise of your organization and past projects to provide the type of housing or programs proposed for funding. Use attached page if necessary:

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Describe your staffing and attach resumes of key personnel (use additional pages as needed):

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Describe community partnerships and collaborations that will be achieved as direct result of this project and how they will strengthen community networking ties and expand and deepen access to the housing/services offered through the project.

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## **REQUIRED ATTACHMENTS to APPLICATION**

In addition to the submittal requirements described in the body of the RFP, the following attachments may apply to your application:

- Project Budget or Development ProForma (required)
- Leverage Calculations (required, see Exhibit 1)
- Copy of site plan or plat if project is currently approved by City (not applicable to non-construction projects)
- Work samples, illustrations of past projects, other documentation of community projects and partnerships (optional)

## SAMPLE MATCHING AND LEVERAGING

### Sample Calculation #1

Funding Sources	Cost per beneficiary	Project Budget for 10 homebuyers	Source of funds
First Mortgage	\$175,000	\$1,750,000	Leverage
Sub-recipient's Amortizing Second Mortgage	\$40,000	\$400,000	Org. Match
Buyer's Cash Contribution	\$6,500	\$65,000	Leverage
Down Payment Assistance Loan	\$10,000	\$100,000	AHTF
<b>Total Home Purchase Financing</b>	<b>\$231,500</b>	<b>\$2,315,000</b>	

AHTF Grant Request	\$100,000	Ratio
Total Leverage (1 <sup>st</sup> mortgage + buyer's contribution)	\$1,815,000	\$18 to \$1
Total Sub-recipient Match	\$400,000	\$4 to \$1

### Sample Calculation #2

Per unit/renter (avg.)	Project Budget for 10 units/renters	Source of fund
Renter's cash contribution (1/3 income) = \$150/mo.	\$150 X 10 = \$1,500 X 12mo = \$18,000	Leverage
\$550/mo. (rental assistance)	\$550 X 10 = \$5,500 X 12mo = \$66,000	AHTF
Support Services (funded from another source) = 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 = \$2,550	Total Project Cost = \$480,000	

AHTF Grant Request	\$66,000	Ratio
Total Leverage (renter's contribution + support services)	\$258,000	\$3.90 to \$1
Total Sub-recipient Match	\$156,000	\$2.36 to \$1

## **APPENDIX G**

### **DRAFT CONTRACT**

**The Agreement included in this Appendix C represents the contract the City intends to use to make an award. The City of Santa Fe reserves the right to modify the Agreement prior to, or during, the award process, as necessary.**

**APPENDIX H**

**LIVING WAGE ORDINANCE**



# 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, 2020 ALL WORKERS WITHIN THE  
CITY OF SANTA FE  
SHALL BE PAID A LIVING WAGE OF

**\$12.10  
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 Medic-aid 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.