

**NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT
DISTRICT (NCNMEDD)**

REQUEST FOR PROPOSALS (RFP)

Workforce Integrated Network (WIN) Transitional Housing



RFP# 2024-10

Released April 12, 2024

Due April 22, 2024

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The North Central New Mexico Economic Development District (NCNMEDD) seeks competitive proposals to fund the acquisition and/or renovation of transitional housing in Santa Fe, Espanola, Taos, Las Vegas and/or Raton, NM, for its Workforce Integrated Network (WIN) program. WIN is funded by a Good Jobs Challenge grant from the U.S. Economic Development Administration. More information on WIN can be found here: <https://www.nnm-win.com>. WIN creates pathways for un- and under employed Latino, Indigenous, and formerly incarcerated individuals, as well as individuals recovering from substance use disorder for jobs construction/skilled trades and healthcare industry sectors. Housing acquired and/or renovated as a result of this RFP will support these individuals as they transition into employment.

B. BACKGROUND INFORMATION

The acquisition and/or renovation of transitional housing through this RFP is funded by an American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) grant, issued by the New Mexico Mortgage Finance Authority (MFA). Requirements of the CSLFRF grant, including a Land Use Restriction Agreement (LURA) for affordable housing, will apply to the successful Offeror. For all requirements, see APPENDIX F.

NCNMEDD is a council of governments and a local public body within the State of New Mexico, serving the seven-county region of Santa Fe, Los Alamos, Rio Arriba, Taos, Mora, Colfax, and San Miguel. The WIN program serves the same seven counties.

C. SCOPE OF PROCUREMENT

The North Central New Mexico Economic Development District (NCNMEDD) seeks competitive proposals to fund the acquisition and/or renovation of transitional housing for its Workforce Integrated Network (WIN) program. Properties will be scored on the following criteria as further described in Section IV: Specifications: Readiness; Occupancy, Building Code Compliance, Zoning and Parking, Condition of Property, Supportive Services, Rental Term, Property Maintenance and Management. Additionally, properties must be located in are near the municipalities of Santa Fe, Espanola, Taos, Las Vegas and/or Raton, NM.

D. PROCURMENT MANAGER

1. NCNMEDD has assigned a Procurement Manager who is responsible for the conduct of this procurement:

Name:	Bernadette Segobia-Abeyta
	Procurement Manager

Address:	NCNMEDD, 644 Don Gaspar, Santa Fe NM, 87505
Telephone:	505-609-9439
Email:	bernadettes@ncnmedd.com (assigned contact)

2. All deliveries of responses via express carrier must be addressed as follows (except for electronic submissions):

Name:	Bernadette Segobia-Abeyta
Reference RFP:	RFP # 2024-10: WIN Transitional Housing
Address:	NCNMEDD, 644 Don Gaspar, Santa Fe NM 87505

3. 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 NCNMEDD employees or Evaluation Committee members do not have the authority to respond on behalf of the NCNMEDD. Requests, inquiries, or clarifications must be submitted in writing to the Procurement Manager.
4. **Protests of the solicitation or award must be delivered by mail to the Protest Manager identified in Section II.B.11.** As A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, 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. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

E. DEFINITION OF TERMINOLOGY

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

“**Agency**” means the North Central New Mexico Economic Development District.

“**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.

“**Award**” means the final execution of the contract document and/or a letter of Award.

“**Business Hours**” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“**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 NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“Contract” means any agreement for the procurement of items of tangible personal property, services or construction.

“Contractor” means any business having a contract with a state agency or local public body.

“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.

“Desirable” the terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor.

“Due Diligence” means to investigate a property before making an offer to purchase it. This investigation includes a review of the property’s legal status, physical condition, zoning, environmental issues, value, and other factors.

“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 digital form may be submitted using a USB flash drive.

“Evaluation Committee” means a body appointed to perform the evaluation of Offerors’ proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“Finalist” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“Hourly Rate” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

“IT” means Information Technology.

“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 will result in the rejection of the Offeror’s proposal.

“Minor Technical Irregularities” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“Multiple Source Award” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“Procurement Manager” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“Procuring Agency” means all State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law to entertain procurements.

“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.

“Redacted” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

“Request for Proposals (RFP)” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that its 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.

“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.

“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 Agency 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 Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

“State (the State)” means the State of New Mexico.

“State Agency” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

“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.).

“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.

“Written” means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Agency	April 12, 2024
2. Acknowledgement of Receipt	Potential Offerors	April 16, 2024
3. Deadline to Submit Questions	Potential Offerors	April 18, 2024
4. Response to Written Questions	Procurement Manager	April 19, 2024
<i>5. Submission of Proposal</i>	<i>Potential Offerors</i>	<i>April 22, 2024</i>
6. Proposal Evaluation	Evaluation Committee	April 23, 2024
7. Selection of Finalists	Evaluation Committee	April 24, 2024
8. Due Diligence	Agency/Finalist Offerors	As needed
9. Award	Agency/ Finalist Offerors	April 25, 2024 <i>Date may be extended if due diligence is needed.</i>
10. Protest Deadline	Agency	May 10, 2024 <i>or 14 days after Award if Award date is extended.</i>

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of NCNMEDD on **April 12, 2024**.

2. Acknowledgement of Receipt

Potential Offerors may hand deliver, e-mail, or send by registered or certified mail the Acknowledgement of Receipt of Request for Proposals Form (APPENDIX A) that accompanies this document, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated, and returned to the Procurement Manager by 5:00pm Mountain Daylight Time (MDT) on **April 16, 2024**.

The procurement distribution list will be used for the distribution of written responses to questions.

3. Deadline to Submit Written Questions

Potential Offerors may email written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00pm MDT on **April 18, 2024**, as indicated in Section II.A, Sequence of Events. All written questions must be addressed to 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.

4. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in Section II.B.2 before the deadline.

5. Submission of Proposal

ALL PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 5:00PM MOUNTAIN DAYLIGHT TIME ON **APRIL 22, 2024. PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I.D.1 (except for electronic submissions). Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to **RFP# 2024-10: WIN Transitional Housing**. Proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, 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 then. Award is made pursuant to this Request for Proposals. Awarded in this context means the final required Agency signature on the contract(s) or letter of award resulting from the procurement has been obtained.

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, 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.

7. Selection of Finalists

The Evaluation Committee will select the finalist or finalists and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A., Sequence of Events or as soon as possible.

8. Award

Because the Scope of Work consists of property acquisition and/or renovation, final Award of funding is contingent upon:

- a) Any Due Diligence required by NCNMEDD in its sole discretion.
- b) NCNMEDD's approval of 1) a purchase agreement for property acquisition and/or 2) contract for renovations. NCNMEDD shall review these documents for compliance with this RFP and the CSLFRF grant, such approval not to be unreasonably withheld.
- c) Acceptance of NCNMEDD's additional terms and conditions of the funding which pertain to a specific property.
- d) Offeror's acceptance of APPENDIX F: Land Use Restriction Agreement, in its current form or as amended.

If all items required above are provided by Offeror in Offeror's proposal, NCNMEDD may make an Award per the schedule in Section II.A. Otherwise, the Award may be withheld or extended until Due Diligence is complete, and agreements/contracts are in place.

Award letters shall be reserved for the Offeror/s whose proposals are most advantageous to the Agency taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate approval.

9. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **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 award and will end at 5:00 pm Mountain Daylight Time on **May 10, 2024**. 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:

Monica Abeita, Protest Manager at NCNMEDD

644 Don Gaspar
Santa Fe, NM 87505
monicaa@ncnmedd.com

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors are encouraged to indicate their acceptance of the Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, located in APPENDIX E. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

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. 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 Agency personnel will not merge, collate, or assemble proposal materials.**

4. 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 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, 1.4.1.5 & 1.4.1.36 NMAC.

5. Proposal Offer Firm

Responses to this RFP, including costs, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

6. Disclosure of Proposal Contents

- a. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of

- a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.
- b. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
 - c. Confidential data is restricted to:
 - i. confidential financial information concerning the Offeror's organization; and
 - ii. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 - iii. PLEASE NOTE: Cost **shall not be designated** as proprietary or confidential information.

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

7. No Obligation

This RFP in no manner obligates the Agency to purchase from Offeror until a valid written Award is made and approved by appropriate authorities.

8. Termination

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

9. Sufficient Appropriation

Any award 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 Offeror. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Offeror as final.

10. Legal Review

The Agency 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 Procurement Manager.

11. 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.

12. Basis for Proposal

Only information supplied, in writing, by the Agency through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

13. Contract Terms and Conditions

Contract/s between the Agency, Offeror and MFA will follow the format specified by the Agency. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract/s.

14. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract on APPENDIX F. Please see Section II.C.15 for requirements.

15. 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 Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

16. 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 NMSA 1978, § 13-1-83 and 13-1-85.

17. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. 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.

18. Change in Contractor Representatives

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

19. Notice of Penalties

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

20. Agency Rights

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

21. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the Agency written approval prior to the release of any information that pertains to this procurement and/or 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.

22. Ownership of Proposals

All documents submitted in response to the RFP shall become property of NCNMEDD.

23. 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 NCNMEDD.

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 procuring Agency's written permission.

24. 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.4, Response to Written Questions).

25. 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 Agency, the Offeror acknowledges that the version maintained by the Agency shall govern.

26. Campaign Contribution Disclosure Form

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

27. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

- ii. Identify the submitting business entity.
- iii. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
- iv. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
- v. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
- vi. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
- vii. Identify the following with a check mark and signature where required:
 - i. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II.C.1;
 - ii. **Explicitly** indicate acceptance of Section V of this RFP; and
 - iii. Acknowledge receipt of any and all amendments to this RFP.
 - iv. Be signed by the person authorized to obligate the company.

28. Disclosure Regarding Responsibility

- a. Any prospective Offeror 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 Offeror, or any principal of the Offeror's company:
 - i. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 - ii. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - 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;

- Violation of Federal or state antitrust statutes related to the submission of offers; or
 - 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.
- iii. 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;
- iv. 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.
- 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.
 - 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.
 - 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 Offeror shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, the Offeror learns that the Offeror'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 Offeror's responsibility and ability to perform under this Agreement. Failure of the Offeror 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 Offeror 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 Offeror 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 Offeror must provide immediate written notice to the Agency. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Agency may terminate the involved contract for cause. Still further the Agency may suspend or debar the Offeror from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Agency.

29. Preferences

New Mexico, Veterans and Native American Preferences shall not apply because the funding for this RFP will be paid from federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

Hard Copy Responses: Offeror may submit one hard copy proposal. Hard copies must be typewritten on standard 8 ½ x 11-inch paper.

Or

Electronic Responses: Offeror may submit a proposal via email provided that all proposal contents are included in a single .pdf attachment.

Proposals must be received no later than Deadline, 5:00 pm MST, April 22, 2024.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11-inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

D. PROPOSAL CONTENT AND ORGANIZATION

All proposals must contain the following items in order shown below:

ITEM	OPTIONAL OR REQUIRED	DIRECTIONS
Cover Letter	Optional	Provide a letter on company letterhead summarizing the proposal and stating Offeror's interest in the Scope of Work.
APPENDIX A: Acknowledgement of Receipt	Optional	Fill out, sign and date APPENDIX A to be placed on the procurement distribution list and to receive notifications regarding RFP #2024-10.
APPENDIX B: Transmittal Form	Required	Fill out, sign and date APPENDIX B
APPENDIX C: Technical Specifications	Required	Fill out, sign and date APPENDIX C and attach Supporting Documentation, if available.
APPENDIX D: Cost Response Form	Required	Fill out, sign and date APPENDIX D and attach Supporting Documentation, if available.
APPENDIX E: Campaign Contribution Form	Required	Sign and date APPENDIX E
APPENDIX F: Sample Land Use Restriction Agreement	Optional	Indicate alternate terms and conditions requested, if any.

IV. SPECIFICATIONS

Offerors should respond as instructed to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. SCOPE OF WORK

NCNMEDD seeks to fund the acquisition and/or renovation of transitional housing for its Workforce Integrated Network (WIN) program. WIN is funded by a Good Jobs Challenge grant from the U.S. Economic Development Administration. WIN creates pathways for un- and under employed Latino, Indigenous, and formerly incarcerated individuals, as well as individuals recovering from substance use disorder for jobs construction/skilled trades and healthcare industry sectors. Housing acquired and/or renovated as a result of this RFP will support these individuals as they transition into employment.

The acquisition and renovation of transitional housing through this RFP is funded by an American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) grant, issued by MFA. Requirements of the CSLFRF grant, including a Land Use Restriction Agreement (LURA) for up to 20 years, will apply to the successful Offeror. See APPENDIX F.

B. TECHNICAL SPECIFICATIONS

The following criteria will be used to score any property or properties to be acquired or renovated through this RFP. Offerors shall address each criterion in more detail by filling out APPENDIX C for each property.

1. **Readiness:** Properties must have clear title, no liens, and no environmental issues which would complicate or delay property acquisition and/or renovation. The property must be available for purchase by July 2024 or earlier.
2. **Location:** Properties must be located in or close to the municipalities of Santa Fe, Espanola, Taos, Las Vegas, and/or Raton, New Mexico. Properties should be close to public transit and/or within a walking distance of one mile to services.
3. **Occupancy:** Properties should be configured to serve at least five individuals. Therefore, properties should consist of at least five independent dwelling units complete with one bathroom and one kitchen or kitchenette per unit, OR five bedrooms with one or more shared living areas and two or more shared bathrooms, configured for independent living situations to the degree possible. At its discretion, NCNMEDD may consider properties that will house less than five individuals; however, the total cost per dwelling unit or per bedroom with shared facilities should not exceed \$100,000.00.
4. **Building Code Compliance:** Properties must be in compliance or be able to easily come into compliance with all applicable building code requirements.

5. **Zoning and Parking:** Properties must be zoned and usable for the use described in this RFP and have sufficient parking for such use.
6. **Condition of Property:** Properties should be in good condition and not require extensive/costly repair.
7. **Supportive Services:** Supportive services should be provided by Offeror or a specified partner.
8. **Rental Terms:** Offeror must offer affordable rents for a minimum term of nine months during the term of the Land Use Restriction Agreement. Offeror must commit to provide housing on those terms to WIN program participants referred by NCNMEDD.
9. **Property Maintenance and Management:** Offeror should provide or contract for professional property maintenance and management.
10. **Price:** Total acquisition and renovation cost of the property should not exceed \$100,000.00 per dwelling unit or per bedroom with shared facilities. Note: It is NCNMEDD's intention to allocate no more than a total of \$500,000.00 per Location. However, NCNMEDD reserves the right to reallocate the funds among Locations and/or in different amounts if it cannot allocate up to \$500,000.00 per Location.
11. **Supporting Documents:** The Offeror must provide the Procuring Agency with the following items in its proposal response or prior to Award:
 - A. **Home Inspection:** A professional assessment of the property's condition, identifying any structural or safety issues.
 - B. **Property Disclosure Form:** Property disclosure form from the seller, which outlines any known issues or defects with the property. This can include past repairs, renovations, or environmental hazards.
 - C. **Title Search:** An investigation to ensure there are no outstanding liens or ownership disputes associated with the property.
 - D. **Appraisal:** An evaluation of the property's value to determine if the asking price is reasonable.
 - E. **Utility Bills and Maintenance Records:** Records of past utility bills and maintenance activities to assess operating, utility and upkeep costs.
 - F. **HOA Documents:** Information about the homeowners association's rules, fees, and restrictions if the property is part of an HOA.

G. **Insurance Claims History:** Details of past insurance claims to identify any recurring issues or risks.

H. **Zoning and Land Use Restrictions:** Information about the property's zoning classification and any limitations on its use imposed by local regulations.

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company.

2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form, APPENDIX B, and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made.

3. Cost

Offerors must complete the Cost Response Form in APPENDIX D.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Table 1: Evaluation Point Summary

Factors – correspond to section IV. B and C	Points Available
Technical Specifications (APPENDIX C)	
1. Readiness	Pass/Fail
2. a. Physical Location	Pass/Fail
b. Proximity to Transit and/or Services	10
3. Occupancy	20
4. Building Code Compliance	Pass/Fail
5. Zoning and Parking	Pass/Fail
6. Condition of Property	20
7. Rents and Tenancy	Pass/Fail
8. Supportive Services	15
9. Property Maintenance & Management	15
Business Specifications	
1. Letter of Transmittal (APPENDIX E)	Pass/Fail
2. Signed Campaign Contribution Disclosure Form (APPENDIX B)	Pass/Fail
3. Cost Response Form (APPENDIX D)	20
TOTAL	100 points

B. EVALUATION FACTORS

1. Technical Specifications

Points will be awarded based on the thoroughness and clarity of the response to questions in APPENDIX C.

2. Letter of Transmittal

Pass/Fail only. No points assigned.

3. Signed Campaign Contribution Disclosure Form

Pass/Fail only. No points assigned.

4. Cost

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{----- This Offeror's Bid}} = X \text{ Available Award Points}$$

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II.B.6.
3. The Evaluation Committee may use other sources to perform the evaluation as specified in Section II.C.16.
4. Responsive proposals will be evaluated on the factors in Sections IV and V, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous, taking into consideration the evaluation factors in Section IV, will be recommended for award (as specified in Section II.B.8). 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: OPTIONAL ACKNOWLEDGEMENT OF RECEIPT FORM

REQUEST FOR PROPOSAL RFP # 2024-10: WIN Transitional Housing

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX F.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **April 16, 2024**. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED
BY: _____

TITLE: _____ PHONE NO.: _____

EMAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP
CODE: _____

SIGNATURE: _____ DATE: _____

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

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Bernadette Segobia-Abeyta, Procurement Manager
NCNMEDD
644 Don Gaspar
Santa Fe, NM 87505
bernadettes@ncnmedd.com

APPENDIX B: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

REQUEST FOR PROPOSAL RFP # 2024-10: WIN Transitional Housing

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

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

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

The following definitions apply:

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

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

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public
Official: _____

Date(s) Contribution(s)
Made: _____

Amount(s) of
Contribution(s): _____

Nature of Contribution(s): _____

Purpose of
Contribution(s): _____

*Attach extra pages if necessary

Signature

Date

Title (position)

—OR—

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

Signature

Date

Title (position)

APPENDIX C: TECHNICAL SPECIFICATIONS

Fill out one Appendix C for each property.

1. Readiness

Criteria: *Properties must have clear title, no liens, no environmental issues which would complicate or delay its acquisition and/or renovation, and must be available for closing by July 1, 2024 or earlier.*

Answer Yes/No to the following statements:

Feature	Yes	No	Comments
Clear title			
No liens			
No environmental issues			
Available for purchase by July 2024			

2. Location

Criteria: *Properties must be located in or close to the municipalities of Santa Fe, Espanola, Taos, Las Vegas or Raton, NM. Properties should be close to public transit and/or within a walking distance of one mile to services.*

Please provide the following:

- A. Address of the property proposed for acquisition and/or renovation.

- B. Address of closest bus stop or comparable public transit location.

- C. List of services that are available within a one-mile radius of the property. This includes medical offices, grocery stores, pharmacies, etc.

- D. If the property does not meet B or C, what is the Offeror’s plan to provide transportation services at or near the property location?

3. Occupancy

Criteria: *Properties should be configured to serve at least five individuals. Therefore, properties should consist of at least five independent dwelling units complete with one bathroom and one kitchen or kitchenette per unit, OR five bedrooms with one or more shared living areas and two or more shared bathrooms, configured for independent living situations to the degree possible.*

At its discretion, NCNMEDD may consider properties that will house less than five individuals; however, the total cost per dwelling unit or per bedroom with shared facilities should not exceed \$100,000.00.

Please attach the following Supporting Documentation:

- A. Floor plan showing rooms and dimensions

- B. If modifications are needed to create five bedrooms and one or more living areas and/or two or more bathrooms, provide proposed floor plan/s showing the intended layout/s, with rooms and dimensions labeled.

Note: Cost estimate/s of the required modifications must be included in APPENDIX D: Cost Response Form.

4. Building Code Compliance

Criteria: Properties must be in compliance or be easily able to come into compliance with all applicable building code requirements.

Please respond to the following questions:

- A. Does the building have a certificate of occupancy? YES ___ NO ___
- B. Does the building meet all applicable building code requirements?
- If no, what would it take to make the compliant?
- C. Is the building currently ADA accessible or does it have any accessibility features such as ramps, wide doorways, etc? Please describe.

5. Zoning and Parking

Criteria: Properties must be zoned and usable for the use described in this RFP and have sufficient parking for such use.

Please respond to the following questions:

- A. In what jurisdiction is the property or property located? (This would be a municipality or a county)
- B. What is the current zoning of the property?
- C. Please describe any special permits or zone changes required to use the property as outlined in the RFP.
- D. How many off-street parking spaces are provided on the property?
- E. Is there on-street public parking adjacent to the property? Please describe.

6. Condition of Property

Criteria: Properties should be in good condition and should not require extensive and/or costly repair.

Please provide the following:

A. Type of Construction (Examples: Frame/Stucco, Brick, Adobe, etc.)

B. Year Building Constructed

C. Year Building Renovated

D. Age and condition of the following:

Feature	Age	Condition
Roof		
Electrical Systems		
Mechanical Systems		
Plumbing Systems		
Other, specify:		

E. Does the building have any of the following? Please describe:

Feature	Yes	No	Description/Details (Optional)
Structural Deficiencies			
System Deficiencies/Issues (electrical, mechanical, plumbing)			
Leaks			
Water Damage			
Fire Damage			
Other, specify:			

Please disclose any needed improvements (including those referred to above) and their approximate cost: Note: Cost estimates for each item must be included in APPENDIX D: Cost Response Form.

Feature	Improvement Needed

7. Supportive Services

Criteria: Supportive services should be provided by Offeror or a specified partner.

Please provide the following:

- A. Describe any services that will be provided at the property or properties, such as a live-in property manager, case management, etc.

- B. Who will provide the services?

8. Rental Terms

Criteria: Offeror must offer affordable rents for a minimum term of nine months during the term of the Land Use Restriction Agreement and must commit to provide housing on those terms to WIN program participants referred by NCNMEDD.

Please provide the following:

- A. If available, provide a sample lease agreement used by the Offeror for other properties.

- B. What monthly rent will you charge at the proposed property?

- C. What lease term will you use?

- D. Are utilities and other costs (Internet, parking, etc.) included or are they additional?

- E. What are the total estimated monthly utility and other costs?

- F. Statement of Concurrence: Offeror commits to provide housing to WIN program participants referred by NCNMEDD on a first priority basis through September 30, 2025, or the end of WIN grant or WIN program, if extended, whichever comes later.
YES___ NO___

9. Property Maintenance and Management

Criteria: Offeror should provide or contract for professional property maintenance and management.

Please answer the following questions:

- A. Who will provide ongoing property maintenance and management for the property?

- B. What expertise/experience does the entity have with property maintenance and management?

10. Supporting Documents

If available, please attach the following Supporting Documents. If these items are not available at the time of response to the RFP, they will be required during Due Diligence.

- A. **Home Inspection:** A professional assessment of the property's condition, identifying any structural or safety issues.
- B. **Property Disclosure Form:** Property disclosure form from the seller, which outlines any known issues or defects with the property. This can include past repairs, renovations, or environmental hazards.
- C. **Title Search:** An investigation to ensure there are no outstanding liens or ownership disputes associated with the property.
- D. **Appraisal:** An evaluation of the property's value to determine if the asking price is reasonable.
- E. **Utility Bills and Maintenance Records:** Records of past utility bills and maintenance activities to assess operations, utility and upkeep costs.
- F. **HOA Documents:** Information about the homeowners association's rules, fees, and restrictions if the property is part of an HOA.
- G. **Insurance Claims History:** Details of past insurance claims to identify any recurring issues or risks.
- H. **Zoning and Land Use Restrictions:** Information about the property's zoning classification and any limitations on its use imposed by local regulations.

11. Additional Property Information (Optional)

To the best of my knowledge, the information provided in APPENDIX C is true and correct:

_____, 2024
Authorized Signature and Date

APPENDIX D: COST RESPONSE FORM

Fill out one Appendix D for each property.

RFP # 2024-10: WIN Transitional Housing

Criteria: Total acquisition and renovation cost of the property should not exceed \$100,000.00 per dwelling unit or per bedroom with shared facilities.

Note: It is NCNMEDD's intention to allocate no more than a total of \$500,000.00 per Location. However, NCNMEDD reserves the right to reallocate the funds to other Locations and/or in different amounts if it cannot allocate up to \$500,000 per location.

Section 1: Acquisition Cost

Acquisition Cost: _____
Square Footage: _____
Cost per Square Foot: _____

Supporting Documentation: If available, attach a summary or detailed appraisal of the property.

Section 2: Renovation/Modification Costs

Renovation/Modification Item	Cost Estimate

Supporting Documentation: If available, please attach any supporting quotes or cost estimates.

Section 3: Other

Please note any variables or other pertinent information related to cost.

_____, 2024
Authorized Signature and Date

APPENDIX E: LETTER OF TRANSMITTAL FORM

RFP # 2024-10: WIN Transitional Housing

**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.)

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. Describe any relationship with any entity, 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.

_____, 2024
Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

APPENDIX F: SAMPLE LAND USE RESTRICTION AGREEMENT

Please note below any alternate terms and conditions or proposed changes to terms and conditions in the box below, or on the Sample Land Use Restriction itself:

List alternate terms and conditions here...

This Land Use Restriction Agreement (“LURA”) is made and entered into effective as of [Click here to enter a date.](#), by and between the New Mexico Mortgage Finance Authority, a public body politic and corporate, separate and apart from but constituting a governmental instrumentality of the state of New Mexico as trustee of the New Mexico Housing Trust Fund (“Grantor”) and [Click here to enter text.](#), a New Mexico [Choose an item.](#) (“Owner”).

Owner has obtained a Grant of funds from Grantor (“Grant”) for the [Choose an item.](#) of affordable housing as defined by the Affordable Housing Act, Sections 6-27-1 et seq. NMSA 1978, on the Property described below. Grantor requires Owner to agree to restrict the use of such Property pursuant to the terms hereof as a condition of making the Grant. Therefore, in consideration of the Grant from Grantor to Owner, Owner hereby agrees that the real estate located in the County of [Choose an item.](#), which is commonly known as [Click here to enter text.](#) and more specifically described on **Exhibit A – Legal Description** attached hereto (“Property”), is subject to the following restrictions:

1. The “Affordability Period” means the period beginning on the date of this Agreement and ending [Click here to enter text.](#) ([Click here to enter text.](#)) years later. The Affordability Period will survive repayment of the Grant.

2. The Property and the improvements located thereon must be used during the Affordability Period for a [Click here to enter text.](#) -unit apartment project in the municipality of [Click here to enter text.](#), county of [Choose an item.](#), New Mexico (“Project”). The Project will contain [Click here to enter text.](#) affordable rental units that will be leased or rented to income-eligible individuals or households. The Project units will be leased as follows: [Click here to enter text.](#) units will be leased or rented to income-eligible individuals or households with incomes at

or below [Choose an item.](#) percent of the area median income (AMI) and [Click here to enter text.](#) units will be leased or rented to income-eligible individuals or households with incomes at or below [Choose an item.](#) percent of AMI. The Project will also include [Click here to enter text.](#) units that are not rent- or income-restricted and will be leased or rented to individuals at market rate, and [Choose an item.](#) manager units. The income-eligible percentages are calculated as the product of (i) the gross median income for the area in which such individuals or households reside or the U.S. Median Income and (ii) the household-size adjustment factor for such individual or household, as determined by the U.S. Department of Housing and Urban Development (HUD) under the Section 8 program, or as based on the governing program requirements.

3. Owner agrees that, during the Affordability Period, the above-mentioned affordable income-restricted units will be “rent-restricted,” which, when applied to any unit, means that the maximum rent for such unit will not exceed 30 percent of the maximum income allowable for individuals or households occupying such unit in order to establish that unit’s designation as an income-restricted unit. If individuals or households occupying such units pay for their own utilities, the maximum tenant-paid rent will equal the amount reduced by the amount of the local utility costs approved by Grantor. If a unit receives federal or state project-based rental subsidy or the household receives a tenant-based rental subsidy and the household pays as a contribution toward rent not more than 30 percent of the household’s adjusted income, then the maximum rent (i.e. tenant contribution plus rental subsidy) is the rent allowable under the federal or state rental subsidy program.

4. Owner agrees that the first priority use of the above-mentioned affordable income-restricted units will be the purpose for which the MFA funds were granted: To provide housing for at-risk individuals participating in the North Central New Mexico Economic Development District’s (NCNMEDD’s) Workforce Integrated Network (WIN) program through September 30, 2025, or the end of the grant period or the end of the WIN program, whichever comes later.

5. Owner will give Grantor specific answers in writing to questions upon which information is desired from time to time relative to use, operation and condition of the Property. At Grantor’s request, Owner will provide Grantor annually with evidence satisfactory to Grantor of compliance with the restrictions, covenants and representations contained in this LURA.

6. Grantor will have the right to inspect the Property from time to time through the end of the Affordability Period.

7. Except as permitted by the Grant Agreement dated the same date as this LURA and executed in connection with the Grant, Owner will not transfer, assign or dispose of the Property or any interest in Owner without written approval by Grantor.

8. If Grantor becomes aware that Owner has defaulted in the performance of any of its obligations under this LURA, or under any of the other Grant Documents (an “Event of Default”), Grantor will give written notice thereof to Owner, directing Owner to remedy the Event of Default within a reasonable specified period of time (not to exceed thirty (30) days after the date of the notice unless Owner has made a diligent effort to cure the default within

such period of time and is continuing such effort to the reasonable satisfaction of Grantor). After the period specified in the notice provided for in the preceding sentence, or if the Event of Default has not been fully remedied by Owner to the satisfaction of Grantor, Grantor may (i) institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such Event of Default; (ii) compel specific performance hereunder; (iii) recover monetary damages, together with the cost and expenses of any proceedings for the collection thereof caused by such Event of Default, including reasonable attorneys' fees; (iv) take any other action available to remedy the Event of Default; or (v) pursue any combination of these remedies or any other remedies available to Grantor in the Grant Documents. No delay in enforcing the provisions hereof as to any Event of Default will impair, damage or waive the right of any party entitled to enforce the same or to obtain relief against or recover for the continuation or repetition of such Event of Default or any similar Event of Default thereof at any later time or times. No person other than Grantor will be entitled to enforce this LURA. Grantor will deliver to Owner a release of this LURA only after the Affordability Period has passed.

9. This LURA will inure to the benefit of, and will be binding upon, the respective successors and assigns who hold title to the Property.

10. This LURA and its restrictions, covenants and representations will not terminate if, during the Affordability Period, the Property or any improvements located thereon is damaged or destroyed by fire, condemnation or other casualty and the insurance or condemnation proceeds received as a result of such fire, condemnation or other casualty are used for any purpose other than repayment of the Grant. For the duration of the Affordability Period, in the event of an involuntary non-compliance caused by seizure, requisition, foreclosure or transfer of title by deed in lieu of foreclosure, this LURA and its restrictions, covenants and representations will be binding upon any successor in title to Owner as a covenant running with the land.

11. This LURA will not be amended, revised or terminated before the end of the Affordability Period except by an instrument in writing duly executed by Grantor and Owner or their respective successors or assigns and duly recorded.

12. This LURA will be governed by the laws of the state of New Mexico. OWNER AND Grantor WAIVE THEIR RIGHT, TO THE FULLEST EXTENT PERMITTED BY LAW, TO A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS LURA OR ANY OF THE OTHER GRANT DOCUMENTS. All actions or proceedings with respect to the Grant Documents may be instituted in any state court sitting in Bernalillo County, New Mexico or in the county in which the real Property is located, at the discretion of Grantor, provided that any actions or proceedings with respect to the lien of this LURA will be instituted in the county in which the real Property is located. By execution and delivery of this LURA, Owner irrevocably and unconditionally submits to the jurisdiction of such court and irrevocably and unconditionally waives: (i) any objection that Owner may now or hereafter have to the laying of venue in such court; and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum. This provision is not intended to, nor will it be construed to, waive any rights of Grantor existing under Section 58-18-23 NMSA 1978, as and if amended.

13. If any provision of this LURA is held by a court of competent jurisdiction to be unenforceable, and if the essential purposes of this LURA are not frustrated by amending or severing the unenforceable provision, then it is the intention of the parties that the provision will be deemed amended to the extent required to render the provision valid and enforceable or, if such amendment is not possible, that the provision in question will be deleted and that the remainder of the LURA remain in force.

14. This LURA may be simultaneously executed in multiple counterparts; all of which will constitute one and the same instrument, and each of which will be deemed to be an original.

[SIGNATURE(S) APPEAR ON THE NEXT PAGE(S)]

Grantor:
NEW MEXICO MORTGAGE FINANCE AUTHORITY

By: _____
Robyn Powell
Its: Director of Policy and Planning

OWNER:

[Click here to enter text.](#)

By: [Click here to enter text.](#)
a New Mexico [Choose an item.](#)
Its: [Click here to enter text.](#)

By: _____
[Click here to enter text.](#)
Its: [Click here to enter text.](#)

[ACKNOWLEDGMENT(S) APPEAR ON THE NEXT PAGE(S)]

ACKNOWLEDGMENTS

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was duly acknowledged before me on _____,
20__, by Robyn Powell, as Director of Policy and Planning of the New Mexico Mortgage
Finance Authority.

Notary Public

My commission expires: _____

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was duly acknowledged before me on
_____, 20__ by _____ as
_____ of [Click here to enter text.](#) of [Click here to enter text.](#), a New
Mexico [Choose an item.](#)

Notary Public

My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION

That certain real Property located in **Choose an item** County, New Mexico and more particularly described as follows: