

# NEW MEXICO MORTGAGE FINANCE AUTHORITY

## Request for Proposals

### Consolidated Plan Consultant



*Expanding the view of affordable housing.*

June 7, 2018



**New Mexico Mortgage Finance Authority (MFA)  
Request for Proposals  
For Consolidated Plan Consultant**

**Part I: Background & General Information**

**Introduction**

The New Mexico Mortgage Finance Authority (MFA) is a governmental instrumentality, separate and apart from the state, created by the Mortgage Finance Authority Act, N.M. Stat. Ann. Sections 58-18-1 1978 *et seq.* (1978) for the purpose of financing affordable housing for low- and moderate-income New Mexico residents.

**Purpose**

The purpose of this Request for Proposals (RFP) is to solicit proposals, in accordance with the New Mexico Mortgage Finance Authority Procurement Policy, from qualified firms which by reason of their skill, knowledge, and experience are able to furnish MFA with professional services as Consolidated Plan Consultant (Consultant) to the MFA with respect to MFA's submittal of the State of New Mexico Consolidated Plan 2020 – 2024.

Additionally, as a part of the Consolidated Plan, MFA and the Department of Finance and Administration (DFA) certify annually that they will affirmatively further fair housing, which means they will conduct an Analysis of Impediments (AI) to Fair Housing Choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

**Questions and Answers**

Questions pertaining to this RFP may only be submitted via the MFA website at <http://www.housingnm.org/rfp> . The questions will be checked on a daily basis. The FAQ will open the day the RFP is issued and will close two (2) business days before the RFP due date. Refer to "Time Frames for Completion" below for dates. To submit your questions, scroll down to the "Ask a question" section, enter your name, e-mail address, and type your question in the "Question" box, type in the two words in the CAPTCHA box and click on "Send my question." MFA will make every attempt to answer questions within two business days. The questions and answers will be posted to the MFA website.

**Proposal Submission**

The original and six copies of a proposal must be received by MFA's Contact Person no later than Monday, July 9, 2018, at 4:30 pm, Mountain Standard Time. Proposals will be in sealed envelopes marked "Proposal to Furnish Consolidated Plan Consultant Services." Submit proposals to:

New Mexico Mortgage Finance Authority  
Debbie Davis, Reporting Specialist  
344 4th Street, SW  
Albuquerque, NM 87102

Applications may be delivered by mail, other shipping service, or by hand. Facsimile or electronic transmissions will not be accepted.

### **Proposal Tenure**

All submissions shall include a statement that the proposal shall be valid until contract award, but no more than 60 calendar days from the proposal due date.

### **Protest**

Any Consultant who is aggrieved in connection with this RFP or the notification of preliminary selection to this RFP may protest. A protest must be based on an allegation of a failure to adhere to the evaluation process as designated in the RFP, including evaluation of proposals. The protest must be written and addressed to:

New Mexico Mortgage Finance Authority  
Debbie Davis, Reporting Specialist  
344 Fourth Street, SW  
Albuquerque, NM 87102

The protest must be delivered to MFA within five calendar days after the preliminary notice of award. Upon the timely filing of a protest, MFA shall give notice of the protest to all Consultants who appear to have a substantial and reasonable prospect of being affected by the outcome of the protest. The Consultants receiving notice may file responses to the protest within seven calendar days of notice of protest. The protest process shall consist of review of all documentation and any testimony provided in support of the protest by MFA's Policy Committee and DFA's Deputy Director of the Local Government Division, which shall thereafter make a final determination regarding the disposition of the protest.

Consultants or their representatives shall not communicate with MFA or DFA staff members regarding any protest under consideration, except if specifically requested to provide additional information or present testimony regarding the protest. A proposal will be deemed ineligible if the Consultant or any person or entity acting on behalf of the Consultant attempts to influence MFA or DFA during any portion of the protest process or does not follow the prescribed protest process.

### **RFP Revisions and Supplements**

If it becomes necessary to revise any part of this RFP or if additional information is necessary to clarify any provision of this RFP, the revision or additional information will be provided on the MFA website.

### **Incurred Expenses**

MFA shall not be responsible for any expenses incurred by a Consultant in responding to this RFP. All costs incurred by Consultants in the preparation, transmittal or presentation of any proposal or material submitted in response to this RFP will be borne solely by the Consultants.

### **Cancellation of Requests for Proposals or Rejection of Proposals**

MFA may cancel this RFP at any time, for any reason and may reject all proposals (or any proposal) which are/is not responsive.

## **Evaluation of Proposals, Award Notice and Negotiation**

Proposals will be evaluated by an Internal Review Committee of MFA and DFA staff using the criteria listed in Part V: Evaluation Criteria, below.

MFA may provide Consultant(s) whose proposals are reasonably likely, in MFA's discretion, to be selected, an opportunity to discuss and revise their proposals prior to award, for the purpose of obtaining final and best offers.

The Internal Review Committee shall select the Consultant(s) whose proposal(s) is/are deemed to be most advantageous to MFA and DFA.

### **Award Notice**

MFA shall provide written notice of the award to all Consultants within 10 calendar days of the date of the award. The award shall be contingent upon successful negotiations of a final contract between MFA and the Consultant whose proposal is accepted by MFA.

### **Proposal Confidentiality**

Consultants or their representatives shall not communicate with MFA or DFA staff members regarding any proposal under consideration or that will be submitted for consideration, except in response to an inquiry initiated by the Internal Review Committee or a request from MFA for a presentation and interview. A proposal will be deemed ineligible if the Consultant or any person or entity acting on behalf of Consultant attempts to influence members of MFA or DFA during any portion of the RFP review process, including any period immediately following release of the RFP.

Until the award is made and notice given to all Consultants, MFA will not disclose the contents of any proposal or discuss the contents of any proposal with a Consultant or potential Consultant, so as to make the contents of any offer available to competing or potential Consultants.

### **Irregularities in Proposals**

MFA may waive technical irregularities in the form of proposal of any Consultant selected for award which do not alter the price, quality or quantity of the services offered. Note that the date and time of proposal submission as indicated herein under Part I: Background and General Information, Proposal Submission cannot be waived under any circumstances.

### **Responsibility of Consultants**

If a Consultant who otherwise would have been awarded a contract is found not to be a Responsible Consultant, a determination that the Consultant is not a Responsible Consultant, setting forth the basis of the finding, shall be prepared and the Consultant shall be disqualified from receiving the award. A Responsible Consultant means a Consultant who submits a proposal that conforms in all material respects to the requirements of this RFP and who has furnished, when required, information and data to prove that his or her financial resources, facilities, personnel, reputation and experience are adequate to make satisfactory delivery of the services described in this RFP. The unreasonable failure of a Consultant to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Consultant is not a Responsible Consultant.

## **Part II: Services to Be Performed**

Professional services required to be provided under and to be incorporated into the contract to be awarded pursuant to this RFP include, but are not limited to, the following. The complete consolidated plan regulation is available at 24 CFR Part 91 and is posted on the HUD website at <https://www.hudexchange.info/programs/consolidated-plan/> along with guidelines and other information regarding HUD's Consolidated Planning Process. The Consolidated Plan will be submitted to HUD utilizing the eCon Planning Suite Consolidated Plan template in IDIS, as well as a traditional written form.

1. Advise the NM Planning Team on the development and implementation of an inclusive plan for consultation with public and private agencies in New Mexico.
2. Advise the NM Planning Team on the development and implementation of a comprehensive Citizen Participation Plan that includes the following:
  - a. publication of materials
  - b. public hearings
  - c. citizen comment procedures
  - d. process for substantial amendments
  - e. technical assistance provision
  - f. complaint procedures

MFA is particularly interested in innovative, cost effective methods of meaningful public input, and has the capability of hosting video conferencing at MFA.

3. In consultation with the NM Planning Team, conduct a comprehensive New Mexico housing market analysis that addresses the following:
  - a. housing availability
  - b. housing affordability
  - c. housing adequacy
  - d. housing accessibility
4. In consultation with the NM Planning Team, develop a statistical, analytical assessment of New Mexico's housing and homeless needs and impediments to housing such that the NM Planning Team may project estimated housing needs for the years 2020 - 2024. The housing needs assessment should address the following:
  - a. income categories of housing ranging from extremely low-income to middle-income
  - b. both tenure types (i.e., owners and renters)
  - c. homelessness and homeless needs
  - d. special needs housing (e.g., elderly, persons with alcohol or drug addiction, mental illness, public housing residents, persons with HIV/AIDS)
  - e. lead-based paint hazards
5. Advise the NM Planning Team on the design of appropriate, effective collaboration strategies with Public and Regional Housing Agencies in New Mexico.
  - a. national trends for more efficient resource allocation
  - b. strategies for capacity building in rural areas, specifically (models)
  - c. assessment of potential program expansion

6. In consultation with the NM Planning Team, develop a plan on Impediments to Fair Housing Choice consistent with guidance issued by HUD. This activity should include:
  - a. an assessment of the laws, regulations, policies and procedures affecting fair housing
  - b. how the above affect the location, availability, and accessibility of housing
  - c. how conditions, public and private, affect fair housing choice
7. Advise the NM Planning Team on the development and implementation of a non-housing community development strategy for New Mexico. This activity should include a comprehensive inventory of existing state assets and collection and analysis of data related to:
  - a. total population, population groups
  - b. labor force size, other labor statistics
  - c. employment/unemployment levels
  - d. earnings, total income, per capita income, household income
  - e. education levels
8. In consultation with the NM Planning Team and based on the data analysis, inter-agency consultation, and citizen participation process, develop a five-year strategic plan that addresses the following legislated components:
  - a. affordable housing
  - b. homelessness
  - c. special needs housing
  - d. non-housing community development
  - e. barriers to affordable housing
  - f. anti-poverty strategy
  - g. coordination of the Consolidated Plan with other organizations
  - h. public housing initiatives
9. Based on the data analysis, inter-agency consultation, citizen participation process, and newly developed five-year Consolidated Plan, advise and work with the MFA and State of DFA to develop the 2020 Action Plan.
10. Attend public hearings, analyze public comment, attend meetings with MFA Board of Directors, LGD staff, the CDBG Community Development Council (CDC) and HUD as necessary or requested by MFA.

MFA's Reporting Specialist will lead the preparation of the Consolidated Plan. Additional contacts have been or will be assigned from each of the other NM Planning Team agencies.

### **Part III: Minimum Qualifications and Requirements**

The MFA and DFA are seeking a Consolidated Plan Consultant who has put together a team that can effectively and independently represent the Agencies with a wide range of constituencies. In addition, only those Consultants who meet the following minimum criteria are eligible to submit a proposal pursuant to this RFP.

1. Consultant(s) and related subcontractors must have at least a bachelor's degree in community planning and development, economics, statistics, or other related field;

2. Consultant and/or subcontractors must have experience within the last five years in collecting and analyzing regional data regarding housing stock, the housing market, economic conditions, infrastructure needs, homeless needs and facilities, or community development needs;
3. Consultant and/or subcontractors must have produced similar planning reports within the last five years.
4. Consultant and/or subcontractors must have experience complying with HUD rules and regulations.

**Part IV. Compensation**

The cost shall be based on the hours of work provided and “out-of-pocket expenses.” Billing on the project should occur on a frequency to be negotiated with successful Consultant(s) and will be based on hours spent on the project and associated costs.

**Part V: Evaluation Criteria**

The MFA will award the contract to the Consultant whose proposal is most advantageous to the MFA. Proposals will be evaluated primarily on experience and fees. Proposals will be scored on a scale from 1 to 150 based on the criteria listed below. Please note that a serious deficiency in any one criterion may be grounds for rejection regardless of overall score; to this end, MFA encourages those prospective Consultants who may not have experience in all areas to submit joint proposals with other interested parties who complement their range of expertise.

<b>Factor</b>	<b>Point Range</b>	<b>Maximum Points</b>
1. Firm’s recent experience as consultants for: <ul style="list-style-type: none"> <li>a. State or local HOME participating jurisdictions</li> <li>b. CDBG Grantees</li> <li>c. Homeless programs</li> <li>d. Development of similar planning reports</li> </ul>	10 10 10 10	40
2. Client references	0-15	15
3. Organization size and structure of firm <ul style="list-style-type: none"> <li>Permanent staff (if Consultant assigns portion to sub-contractor, 10 points maximum)</li> <li>Experience of sub-contractors (if applicable)</li> </ul>	0-15 0-5	15
4. Qualifications of staff to be assigned: position and number of years in firm and type of experience will be considered <ul style="list-style-type: none"> <li>2 – 5 cumulative years’ experience</li> <li>6 – 10 cumulative years’ experience</li> <li>11 or more cumulative years’ experience</li> </ul>	5 10 15	15
5. Responsiveness of written proposals to the purpose and scope of services <ul style="list-style-type: none"> <li>a. Availability and projected project completion dates</li> <li>b. Plan for gathering public input</li> </ul>	0-15 0-10	25
6. Fees (include hourly rates, billing structure, and all anticipated reimbursable expenses)	0-40	40
<b>Maximum Points</b>		<b>150</b>

## **Part VI: Proposal Format and Instructions to Consultant**

1. Letter of Transmittal, including at least the following information:
  - a. name, address and telephone number of Consultant;
  - b. signature of the Consultant or of any partner, officer or employee who certifies that he or she has the authority to bind the Consultant;
  - c. date of proposal;
  - d. statement that the Consultants proposal is valid for ninety (90) days after the deadline for submission of proposals; and
  - e. statement that the Consultant, if awarded the contract, will comply with the terms and conditions set forth in this RFP.
2. Names and resumes of the key personnel including support staff to be assigned to this project. Resumes describing the qualifications of personnel to be utilized in the performance of this contract must show, at a minimum, the person's name, education, position, and total years and types of experience relevant to the performance of the contract.
3. References: Please provide the names and telephone numbers of at least three client references from parties that have worked with the same primary personnel proposed.
4. Consultant's proposal for delivering services, including organization of responsibilities, work plan, approach, and the availability of personnel for consultation and discussion as necessary to serve the needs of the MFA.
5. Describe any similar strategic planning documents you have prepared within the past five years, including the type of research conducted and the methodology employed. Please attach executive summaries (i.e., no more than two pages) of each of the project(s) you describe.
6. Describe relevant knowledge and experience related to the preparation, submittal, and requirements of HUD Consolidated Plans and Analysis of Impediments to Fair Housing documents.
7. Describe relevant knowledge and applicable experience related to the following HUD programs: ESG, HOPWA, HOME, CDBG and HTF.
8. Describe any project management and federal or other governmental experience you have had within the past five years.
9. Costs: A specific fee schedule for professional services and expenses must be included in this proposal.
10. Disclosure: Please provide a statement disclosing:
  - a. any political contribution or gift valued in excess of \$2,500.00 (singularly or in the aggregate) made by Consultant on Consultant's behalf to any elected official of the State of New Mexico in the last three years; and
  - b. any current or proposed business transaction between Consultant and any MFA member, officer, employee or their employer or other potential conflict which may give rise to a claim of conflict of interest. Consultant shall warrant that it has no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract.



11. Litigation: Please describe any material, current or pending litigation, administrative proceedings or investigations that could impact the reputation or financial viability of your firm.
12. The MFA requires that Consultant be an Equal Opportunity Employer. Please state that Consultant complies fully with all government regulations regarding non-discriminatory employment practices.
13. Availability: Please verify your availability and disclose any other work commitments that would be undertaken concurrently with this work.

## **Part VII: Principal Contract Terms and Conditions**

In addition to the terms respecting the services to be performed and compensation described above, the contract between the MFA and the successful Consultant (herein "Contractor") shall include, but may not be limited to, terms substantially similar to the following:

### **Contract Term**

Upon successful negotiations of a final contract between MFA and the Consultant whose proposal is accepted, the Consultant will enter into a contract with the MFA for services to be performed. The term of the contract will begin upon signature by both parties and will end on November 15, 2019 or approval of the Consolidated Plan by HUD, whichever is later. This RFP and the proposal submitted by the Consultant whose proposal is accepted, including the fee proposal, will define the terms by which that Consultant will perform the services contemplated by the RFP.

### **Hold Harmless and Indemnity Agreement**

Contractor shall hold harmless and indemnify the MFA and DFA, its members, officers, employees, and agents from and against any and all claims, liabilities, obligations, losses and the like, asserted by any third parties arising from or attributable to Contractor's performance of the services required under the contract. This indemnity and hold harmless agreement shall include reimbursement of all attorney fees, costs and expenses incurred by the MFA, members, employees, or agents in defending any such action.

### **Assignment/ Change in Key Contractor Personnel**

Contractor shall not assign or transfer any interest in the contract or assign any claims for money due or to become due under the contract (except as security for a bank loan in its ordinary course of its business) without the prior written approval of the MFA. Any change to key Contractor personnel shall require prior written notice to and approval by MFA, and amendment to the contract to reflect the change in assigned Contractor personnel.

### **Subcontractors**

Contractor shall not employ a subcontractor (or substantially change the contemplated division of responsibilities with a previously approved subcontractor) without the prior written approval of the MFA. Any and all fees or costs incurred by a subcontractor shall be paid by Contractor and shall not be reimbursed by the MFA. Contractor shall assume full and complete responsibility and liability for subcontractor's performance of any services which Contractor has delegated to a subcontractor.

## **Records and Audit**

Contractor shall maintain detailed time records which indicate the detail of services rendered, which shall be subject to inspection by the MFA. The MFA shall have the right to audit bills submitted to MFA under this Contract both before and after payment. Payment under the contract shall not foreclose the right of the MFA to recover excessive and/or illegal payments.

## **Budget and Billing**

Prior to commencing any matter requiring substantial work, Contractor shall prepare and deliver to the MFA a detailed budget of all fees and costs that Contractor anticipates will be necessary to perform the services required for that transaction. A detailed statement of services and an invoice for services provided must be presented before any payment under the contract shall be made. The MFA will pay Contractor fees or costs which exceed those indicated in the budget only if such costs are reasonable and result from circumstances which Contractor could not have anticipated at the time Contractor prepared the budget.

## **Confidential Data**

Consultants may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal to facilitate public inspection of non-confidential portions of the proposal. After award, all proposals and documents pertaining to the proposals will be open to the public. Confidential data is normally restricted to confidential financial information concerning the Consultant's organization and data that qualifies as trade secrets under the Uniform Trade Secrets Act, Section 57-3A1 et seq. NMSA 1978.

If a citizen of this state requests disclosure of data for which a request for confidentiality is made, the MFA shall examine the request for confidentiality and make a written determination that specifies which portions of the proposal should be disclosed and will provide the Consultant with written notice of that determination. Unless the Consultant protests within ten (10) calendar days of the notice, the proposal will be so disclosed.

## **Code of Conduct**

No Board member or employee of the MFA shall have any direct financial interest in any contract with the Consultant nor shall any contract exist between Consultant and its affiliate with Board or staff that would give rise to any claim of conflict of interest. Any violation of this provision will render void any contract between MFA and the Consultant whose proposal was accepted, unless it is approved by the Board of Directors after full disclosure. Consultant shall warrant that it has no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract.

Consultant shall provide a statement disclosing any political contribution or gift valued in excess of \$2,500.00 (singularly or in the aggregate) made by Consultant or on Consultant's behalf to any elected official of the State of New Mexico currently serving or who has served on the MFA Board of Directors in the last three (3) years.

Consultant shall warrant that it has no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under any contract entered into with MFA pursuant to this RFP. Consultant shall at all times conduct itself in a manner consistent with the MFA Code of Conduct and MFA's Anti-Harassment Policy. A copy of the MFA Code of Conduct and MFA's Anti-Harassment Policy is posted on the MFA web site for review at <http://www.housingnm.org/rfp>. Upon request by the MFA,

Consultant shall disclose information the MFA may reasonably request relating to conflict or potential conflicts of interest.

### **Equal Opportunity Compliance**

Contractor agrees to abide by all federal and state laws, rules and regulations and executive orders pertaining to equal employment opportunity. Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subject to discrimination under, any program or activity performed under the contracts.

### **Termination**

This agreement may be terminated without cause by the MFA upon thirty (30) days written notice. Such termination shall not nullify any obligations already incurred for performance or failure to perform before the date of termination. Upon termination, the MFA Board may negotiate and award the remaining term(s) of the contract using the proposals submitted in this RFP.

### **Status of Contractor**

The Contractor and its agents and employees are independent contractors performing services for the MFA and are not employees of the MFA. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding or other benefits afforded to employees of the MFA as a result of this RFP.

### **Amendment**

The agreement shall not be altered, changed or amended except by an instrument in writing and executed by both parties. No amendment shall be effective or binding until approved by the MFA.

### **Scope of Agreement**

The agreement incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of the agreement and all such covenants, agreements and understandings have been merged into the written agreement. No prior understanding or agreement, verbal or otherwise, of the parties or the agents, shall be valid or otherwise enforceable unless embodied in the agreement.

### **Applicable Law**

The agreement shall be governed by the laws of the State of New Mexico.