



# **New Mexico Mortgage Finance Authority**

## **Request for Proposals New Mexico EnergySmart Tribal Territory Program Years 2023 - 2027**

August 2023

344 Fourth St. SW, Albuquerque, NM 87102  
Tel 505-843-6880 Toll Free 1-800-444-6880 Fax 505-243-3289  
<http://www.housingnm.org>



Thank you for your interest in responding to New Mexico Mortgage Finance Authority's (MFA) NM EnergySmart Program Request for Proposal (RFP). MFA is committed to choosing the best qualified Offerors and this information will provide the best opportunity to do so.

**Part I – General information**

The general information part of the RFP provides background information about MFA, general proposal requirements and RFP standards.

**Part II – Program-Specific Criteria**

Part II of the RFP requires responses from the Offeror. It is designed to provide specific criteria such as program background; purpose of the RFP; RFP training; Questions and Answer information; performance agreement terms; timelines; minimum qualifications; geographic area to which the RFP would apply; evaluation criteria; program standards, compliance with federal requirements, and RFP forms.

In an effort to provide clarification or answers to questions to this RFP, a Frequently Asked Questions link will be available on MFA's website after the tentative RFP training on September 7, 2023. Please refer to the timeline noted in Part II for the training date.

# TABLE OF CONTENTS

## PART I: GENERAL INFORMATION

1	Background Information .....	1
1.1	Introduction .....	1
1.2	Purpose .....	1
2	General Proposal Requirements .....	1
2.1	Proposal Submission .....	1
2.2	Proposal Tenure .....	2
2.3	Proposal Format.....	2
2.4	Irregularities in Proposals .....	2
2.5	Evaluation of Proposals.....	2
2.6	Deficiency Correction Period .....	2
3	RFP Standards .....	3
3.1	Protest.....	3
3.2	RFP Revisions and Supplements.....	3
3.3	Incurred Expenses .....	3
3.4	Responsibility of Offerors.....	4
3.5	Cancellation of RFP or Rejection of Proposals .....	5
3.6	Award Notice.....	5
3.7	Proposal Confidentiality.....	5
3.8	Code of Conduct.....	5
3.9	Confidential Data .....	5
4	Program Background .....	6
5	Purpose of RFP.....	6
6	RFP Training .....	7
7	RFP Q&A.....	7

8	Performance Agreement Term .....	7
9	Timeline .....	8
10	Minimum Qualifications and Requirement .....	8
11	Geographic area to which this RFP applies.....	10
12	Evaluation Criteria .....	11
13	Program Standards .....	15
14	Compliance with Other Federal Requirements .....	16
15	RFP Forms .....	18
	Exhibit A1 - NM EnergySmart Tribal Territory Map.....	29
	Exhibit A2 – NM EnergySmart Tribal Territories.....	30
	Exhibit B1 – Third-Party Code of Conduct .....	31
	Exhibit C1 – MFA Board of Directors and Management.....	33

# PART I: GENERAL INFORMATION

## 1 BACKGROUND INFORMATION

### 1.1 INTRODUCTION

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, et seq. (1978) for the purpose of financing affordable housing for low- and moderate-income New Mexico residents. MFA will endeavor to ensure, in every way possible, that small, women-owned business enterprises and/or labor surplus area firms (collectively Disadvantaged Business Enterprises [DBE]) shall have every opportunity to participate in submitting proposals and providing services. DBE businesses are encouraged to submit proposals. MFA will not discriminate against any business on grounds of race, color, religion, gender, national origin, age, or disability. It is MFA’s policy that suppliers of goods or services adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire and promote regardless of race, color, religion, gender, national origin, age, or disability.

### 1.2 PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals, in accordance with MFA’s Procurement Policy, from qualified applicants, which by reason of their skill, knowledge, and experience are able to furnish services for MFA in connection with the program for which they are applying (“Offerors”).

Pursuant to MFA’s Procurement Policy, all procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in Uniform Guidance, 2 CFR Part 200.317 through 200.326 as well as Part 200.327 which addresses contract provisions.

## 2 GENERAL PROPOSAL REQUIREMENTS

### 2.1 PROPOSAL SUBMISSION

All Offeror proposals must be received for review and evaluation by MFA by 4 p.m. Mountain Time on the deadline of the proposal outlined in **Part II Section 9, Timeline of the RFP**. Proposals will only be accepted by email and shall include “Proposal to Offer Services/NM Energy\$mart Program” in the subject line.

Submit proposals to the MFA Program Coordinator for the Community Development Department at:

[marmijo@housingnm.org](mailto:marmijo@housingnm.org)

Proposals received after the due date outlined in the timeline will not be considered for funding.

## 2.2 PROPOSAL TENURE

All proposals shall include a statement that the proposal shall be valid until performance agreement award, but no more than 90 calendar days from the proposal due date.

## 2.3 PROPOSAL FORMAT

This Request for Proposals and forms may be downloaded from MFA's website: <https://housingnm.org/rfps/rfps-rfgs>.

- ◆ Offeror(s) must submit the agency's most recent financial audit, FY2021 or FY2022, or a letter from MFA indicating that we have already received and approved Offeror's most recent audit.
- ◆ Offeror(s) must submit the proposal itself along with all required schedules and attachments.
- ◆ Proposals must include all program-specific forms attached to this proposal package and all schedules and attachments pertaining thereto.

## 2.4 IRREGULARITIES IN PROPOSALS

MFA may waive technical irregularities in the form of proposal of any Offeror 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, in Part II Section 9, Timeline, cannot be waived under any circumstances.

## 2.5 EVALUATION OF PROPOSALS

Responses will be evaluated by an internal review committee of MFA staff using the scoring criteria as described in **Part II Section 12, Evaluation Criteria**. A member of the review committee will present award recommendations to MFA management and MFA's Board of Directors. Final selection(s) will be made by MFA's Board of Directors at the regularly scheduled monthly meeting.

MFA does not guarantee and is not obligated to make an award. Awards will be based on availability of funds, Offeror's demonstrated need, and Offeror's score on the scoring criteria and/or for any of the other reasons set forth herein or in MFA's Policies and Procedures. Offerors whose proposals are the most advantageous to MFA, in its sole discretion, taking into consideration the evaluation criteria set forth in the RFP will be selected.

## 2.6 DEFICIENCY CORRECTION PERIOD

Upon receipt of all timely submitted proposals, MFA staff members will review all proposals to verify that they are complete in accordance with the requirements of this RFP. Should any proposal be missing a threshold requirement in the RFP, it will be deemed incomplete. MFA will notify Offerors if any corrections are needed during the deficiency period. The deficiency correction period may not be used to increase the Offeror's score. Items eligible for correction or submission during the deficiency correction period include missing or incomplete items required in **Part II, Section 10, Minimum Qualifications and Requirements**.

MFA shall communicate proposal deficiencies to each Offeror's designated contact person via email pursuant to the timeline outlined in **Part II, Section 9, Timeline** of this RFP. Applicants must correct all deficiencies within the

deficiency correction period outlined in **Part II, Section 9, Timeline** of this RFP. **All items must be submitted no later than 4 p.m. Mountain Time on the due date.** The response due date will be noted on the deficiency notice. If the information requested is not provided within the timeframe provided or is submitted, but remains deficient, the proposal will be rejected without any further review.

Upon expiration of the deficiency correction period, MFA will not accept Offeror's submission of any items still missing from the proposal.

### 3 RFP STANDARDS

#### 3.1 PROTEST

Any Offeror who is aggrieved in connection with this RFP or the notification of preliminary selection to this RFP may protest to MFA. A protest must be based on an allegation of a failure to adhere to the evaluation process as designated in the RFP, including MFA's evaluation of proposals. The protest must be submitted by email to:

MFA Program Coordinator for the Community Development Department at:

[marmijo@housingnm.org](mailto:marmijo@housingnm.org)

The protest must be delivered to MFA within five business days after notification of award. Upon the timely filing of a protest, the Program Coordinator shall give notice of the protest to all Offerors who appear to have a substantial and reasonable prospect of being affected by the outcome of the protest. The Offerors receiving notice may file responses to the protest within five business days of notice of protest. The protest process shall consist of the review of all documentation and any testimony provided in support of the protest by the Contracted Services/Credit Committee of MFA's Board of Directors, which shall thereafter make a recommendation to the full Board of Directors regarding the disposition of the protest.

MFA's Board of Directors shall make a final determination regarding the disposition of the protest. Offerors or their representatives shall not communicate with MFA's Board of Directors or staff members regarding any proposal under consideration, except when specifically permitted to present testimony to the Board of Directors. A proposal will be deemed ineligible if the Offeror or any person or entity acting on behalf of the Offeror attempts to influence members of the Board of Directors or staff during any portion of the RFP review process or does not follow the prescribed proposal and protest process. MFA Board of Directors and Management are listed in **Exhibit C1 in Section 15 Forms**.

#### 3.2 RFP REVISIONS AND SUPPLEMENTS

Should revisions or additional information be necessary to clarify any provision of this RFP, a notice of revisions or request for additional information, as applicable, will be provided to all Offerors via MFA's website and via email to each person who attends the RFP Training at the email address that Offeror uses to sign up for the training.

#### 3.3 INCURRED EXPENSES

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

### 3.4 RESPONSIBILITY OF OFFERORS

If an Offeror, who otherwise would have been awarded a contract, is found not to be a responsible Offeror, a determination setting forth the basis of the finding, shall be prepared and the Offeror shall be disqualified from receiving the award. A responsible Offeror means an Offeror 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 the Offeror's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in this RFP. The failure of an Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror.

In addition to the terms of the services to be performed, the contract between MFA and the successful Offeror(s) (herein "Service Provider) shall include, but may not be limited to, terms substantially similar to the following.

Indemnity. Service Provider accepts full responsibility and liability for the Scope of Work and for the proper obligation and expenditure of Program Funds under this Agreement and shall defend, hold harmless and indemnify MFA and its funders against any and all claims or liabilities, including attorneys' fees and costs of litigation, arising out of Service Provider's performance of or failure to perform the Scope of Work or arising out of any Project developed under the Scope of Work or for which Program Funds have been expended.

Subcontracting Prohibited. The Service Provider shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of MFA. If approved by MFA, the Service Provider shall be solely responsible for the performance of any subcontractor under such subcontract(s). Use of a subcontractor shall not relieve Service Provider of any obligation under this Agreement for any reason, including but not limited to a subcontractor's bankruptcy, insolvency, or other inability to perform the services required under any subcontract.

Required Records. The Service Provider will maintain adequate financial accounting, program and project records for no less than five years after the expiration date or termination date of the agreement, whichever is later.

Cost Reimbursements/Budget. Payment under cost reimbursable contract provisions shall be made upon MFA's receipt from the Service Provider of certified and documented invoices for actual expenditures allowable under the terms of this Agreement. Reimbursements will be made in accordance with the Budget.

Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage will be required with the limits below:

\$1,000,000	Per Occurrence
\$2,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations (if applicable)
\$1,000,000	Personal and Advertising Injury
\$50,000	Damage to Rented Premises (if applicable)
\$5,000	Medical Payments
\$1,000,000	Builder's Risk Insurance (Applicable Construction Practices)
25% of Grant	Fidelity Bond or Employee Dishonesty Insurance

Said policy or policies of insurance must include coverage for all operations performed for MFA by the Service Provider and contractual liability coverage shall specifically insure and hold harmless provisions of this Agreement.



Termination. In the event of a Service Provider's uncured breach, MFA may terminate the entire Agreement or any part of the Agreement.

Termination for Convenience. In accordance with 2 CFR 200.326 and 2 CFR Part 200, Appendix II, Required Contract Clauses, MFA may terminate this Agreement for convenience, upon ninety (90) days written notice to Service Provider. In the event of termination for convenience, Service Provider shall be reimbursed for all costs incurred up to the effective date of the termination, provided that such costs are eligible costs hereunder.

### 3.5 CANCELLATION OF RFP OR REJECTION OF PROPOSALS

This RFP may be canceled and any or all proposals may be rejected when it is in the best interest of the state of New Mexico and/or MFA. In addition, MFA may reject any or all proposals which are not responsive. Offeror may also cancel their proposal at any time during the proposal process.

### 3.6 AWARD NOTICE

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

### 3.7 PROPOSAL CONFIDENTIALITY

Until awards are determined, and notice is given to all Offerors, MFA will not disclose the contents of any proposal or discuss the contents of any proposal with an Offeror or potential Offeror, to ensure the information does not become available to competing or potential Offerors. After awards are determined, all proposals will be open to the public for inspection and copying pursuant to MFA's Request to Inspect Documents policy. Offeror must redact all confidential and personal identifier information from proposal if not specifically required by MFA.

### 3.8 CODE OF CONDUCT

Offeror shall at all times conduct itself in a manner consistent with the Third-Party Code of Conduct. The Third-Party Code of Conduct is attached for review as **Exhibit B1 in Section 15 Forms**. Upon reasonable request by MFA, Offeror shall disclose information relating to conflicts or potential conflicts of interest.

### 3.9 CONFIDENTIAL DATA

Offerors 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 Offeror's organization and data that qualifies as a trade secret under the Uniform Trade Secrets Act, §57-3A-1 *et seq.* NMSA 1978.

If a citizen of this state requests disclosure of data for which a request for confidentiality is made, MFA shall examine the request for confidentiality and make a written determination that specifies which portions of the proposal it has determined should be disclosed and will provide the Offeror with written notice of that determination and the date it shall disclose such information.



# PART II: PROGRAM-SPECIFIC CRITERIA

## 4 PROGRAM BACKGROUND

MFA operates the NM EnergySmart Program (NME\$ Program), a Weatherization Assistance Program (WAP) funded by the U.S. Department of Energy (DOE) and other funding sources through which service providers weatherize homes for income-eligible homeowners, renters and multifamily development owners. The mission of the WAP program is to reduce energy costs for low-income families, particularly for the elderly, people with disabilities and young children, by improving the energy efficiency of their homes while ensuring their health and safety. The Program uses the most advanced technologies and testing protocols available in the housing industry. In addition to the comfort, health benefits and energy savings for the household, the energy conservation resulting from the efforts of state and local agencies helps our country reduce its dependence on foreign oil and our carbon footprint.

## 5 PURPOSE OF RFP

The purpose of this RFP is pursuant to MFA’s Procurement Policy to solicit proposals from qualified Offerors capable of providing program services from 2023-2027 in accordance with 10 CFR 440, the NM EnergySmart Standards, the NM EnergySmart Administrative Handbook and all applicable Generally Accepted Accounting Principles (GAAP). The cited references are available at <https://housingnm.org/rfps/rfps-rfq>.

MFA is the direct grantee for the U.S. Department of Energy (DOE) Weatherization Assistance Program (WAP) and has submitted a grant application (State Plan) for New Mexico to the DOE for program year (PY) 2023-2024 WAP funding which can be located for review at <https://housingnm.org/home-repair-and-energy-efficiency/energysmart-weatherization-assistance/learn-more/state-plans>.

Funding will be made through a competitive process to eligible Offerors. Under the DOE WAP, MFA’s RFP process is intended to procure weatherization service providers. MFA will enter into a weatherization contract for the PY 2023-2024 with the successful Offerors. Offerors will serve a specific NM EnergySmart service territory as depicted on the service territory maps in **Exhibits A1 and A2 in Section 15 Forms**.

<b>2023-2027 RFP NM EnergySmart Tribal Territory Options</b>						
<b>Please select ONE of the following options.</b>						
<b>*Note the Grand Territory is the Pueblo and Navajo Nation Territories combined.</b>						
Geographical Area Option	2024-2025		2025-2026		2026-2027	
	Budget	Units	Budget	Units	Budget	Units
Pueblo Territory	\$826,060	60	\$826,060	60	\$826,060	60
Navajo Nation Territory	\$828,243	61	\$828,243	61	\$828,243	60
Grand Territory*	\$1,654,303	121	\$1,654,303	121	\$1,654,303	120

Estimated number of units vary based on funding sources specific to each territory.



Please refer to **Section 11** – “Geographic Area to which this RFP applies”, which also provides a table that details the approximate amount of funding for the Pueblo, Navajo Nation, or Grand Tribal Territory areas based on estimated funding available from federal, state, and utility funding.

Please refer to **Section 12** – “Evaluation Criteria”, which provides further detailed requirements.

Utility funding is based on the service territory that each utility company serves and therefore the allocations can vary for each territory in this RFP. Upon selection of successful Offeror(s), additional utility funding may be added to the total award in addition to the federal and state funding to be used as leverage funding.

It is important to note that all successful Offerors may receive funding for training as well as have access to vehicles and equipment necessary to perform weatherization services per the requirement set by the DOE within the 2023/2024 program year.

As funding becomes available to MFA during the contract period for activities similar to the work performed under the Program, additional funding may, at the option of MFA, be offered to the successful Offeror(s) without a new RFP. MFA retains sole discretion to make the judgment as to the need for additional RFPs. Satisfactory performance will be a prerequisite for consideration of additional funding.

Offerors may not obligate funds, incur expenses, or otherwise implement program services prior to the execution of a contract with MFA. Funding is anticipated to be available for future program years at similar levels but is subject to change. Funding is not guaranteed to any given Offeror in any given amount.

## 6 RFP TRAINING

All interested Offerors may attend a RFP training. The training is scheduled for September 7, 2023, from 10:00am to 12:00pm in MFA’s board room located at 344 Fourth Street SW, Albuquerque, NM 87102. A virtual option will be provided and the training will be recorded for Offerors that cannot attend in person. The date is posted on MFA’s website and is also located in **Section 9, Timeline** of this RFP. Pre-registration is required. To register, visit <http://housingnm.org/>. After the RFP training, questions will only be answered through MFA’s formal RFP Q & A process detailed in **Section 7** of this RFP.

## 7 RFP Q&A

Questions pertaining to this RFP and application must be submitted via MFA’s website at <https://housingnm.org/rfps/rfps-rfq>. Select the NM Energy\$mart RFP. Select “Services FAQs” link NM Energy\$mart RFP. The FAQ will open on September 8, 2023, and will close September 15, 2023. To submit your questions, scroll down to the “Ask a question” section, enter your name, email address, and type your question in the “Question” box, enter 2 words in the CAPTCHA box and click “Send my question”. MFA will make every attempt to answer questions within 2 business days.

## 8 PERFORMANCE AGREEMENT TERM

Successful Offerors will enter into a half-year contract with an option of three, one-year renewals with MFA for services to be performed. The half-year contract consists of training only and will be further explained in the RFP training mentioned in **Section 6, RFP Training**. All renewals will be subject to the amount and availability of funding. Therefore,



upon funding availability, there is a possibility that an agency can hold a contract from January 1, 2024, through June 30, 2027. The term of the first half-year contract is scheduled to begin on January 1, 2024, and end on June 30, 2024.

DOE Bipartisan Infrastructure Law (BIL) funding for the non-established Offerors will be awarded in program year 2023/2024 for training only and all other funding sources will be awarded effective July 1, 2024.

## 9 TIMELINE

Activity	Date
MFA to Publish RFP	8/16/2023
RFP Training	9/7/2023
RFP FAQs on Website	9/8/2023 through 9/15/2023
Deadline for receipt of RFP responses	9/15/2023
Deficiency Correction Period begins	9/18/2023
Deficiency Correction Period ends	9/20/2023
Preliminary Award Notice sent to offerors	9/25/2023
Protest Period begins	9/25/2023
Protest Period ends	9/29/2023
Present Award Recommendations to MFA Board of Directors	10/18/2023
Final Notification of Awards upon MFA Board Approval	10/18/2023
Final award letters will be sent to selected Offeror(s)	10/18/2023

## 10 MINIMUM QUALIFICATIONS AND REQUIREMENT

Offerors must meet the basic eligibility criteria specified in the “Minimum Qualifications and Requirements” section of this RFP. In addition, responses to the RFP must meet the criteria listed below. Criteria must be met by Offerors to be considered for funding. All MFA forms released with this application under **Section 15, RFP Forms** must be used. No substitutions will be accepted. Applications and forms may be obtained from MFA’s website at: <https://housingnm.org/rfps/rfps-rfq.s>.

The following criteria must be met by Offerors to be considered for selection to provide services for the NM Energy\$mart Program:

- Offeror must submit application form specifying the service territory for which they are applying. (Form is provided in Section 15, RFP Forms.)
- Offeror must submit proof of status as a non-profit agency, Community Action Agency (CAA), or other public entity (e.g., unit of local government).
- Offeror must submit proof of current registration as a charitable organization with the New Mexico Attorney General’s Office, covering the fiscal year ending in 2022 or proof of exemption therefrom. Information can be submitted online, and verification obtained via <https://secure.nmag.gov/coros/>. Verification should be in the form of the first page of the “NM Charitable Organization Registration Statement.”
- If Offeror has been a Service Provider of MFA and received funding from MFA in the past, they must be in “good standing” with MFA as of the date this RFP. To be in good standing, Offeror must have no unresolved findings from prior MFA monitoring’s.



- Offeror must not have a “suspended,” “debarred” or HUD “Limited Denial of Participation” status conferred upon it by MFA and/or other state or federal funding sources. Offeror must provide a print screen from <https://sam.gov/content/home> as proof of compliance within 30 days of the application date.
- Offeror must describe any material, current or pending litigation, administrative proceedings or investigations that could impact the reputation or financial viability of the firm. (Form is provided in Section 15, RFP Forms.)
- Offeror must certify that all information provided in the RFP response is true and correct and that the individual signing has the authority to bind the Offeror to the Assurances (Form provided in Section 15, RFP Forms.)
- Independent Audits (most current or 2022). Offerors not subject to the audit requirements of 2 CFR 200 must obtain independent yellow book audits prepared by a third-party CPA in accordance with Generally Accepted Government Auditing Standards (GAGAS) covering financial and compliance audits. Agencies must provide either an independent CPA’s auditor report (Audit) or audited financial statements conducted in accordance with Government Auditing Standards (GAS). The GAS Audit or audited financial statements must include the following:
  - ✓ An independent auditor’s report of financial statements;
  - ✓ An independent auditor’s report of internal controls over financial reporting and compliance;
  - ✓ Auditor’s management letter if appropriate and the Offeror’s response to any audit or audited financial statement findings.
- If Offeror received federal funding equal to or over the amount of \$750,000 in the fiscal year ending in 2022, a Single Audit is required pursuant to 2 CFR 200.500.250 Subpart F. The following types of audits or audited financial findings may disqualify Offeror from funding:
  - ✓ Repeat and unresolved audit findings, as determined by MFA;
  - ✓ If Offeror has received greater than \$750,000 in the fiscal year ending in 2022 and the single audit did not meet the requirements of the 2 CFR 200 Subpart F;
  - ✓ For Single Audit, no proof of federal audit clearinghouse submission (FORM SF-SAC);
  - ✓ If governmental entity, proof is not included of current audit submission to the Office of the New Mexico State Auditor;
  - ✓ If referenced in audit as a separate communication, no submission of management response letter and management response to concerns noted in the management letter;
  - ✓ If there is not a submission of management response to audit findings.
- For Offerors that did not receive funding from MFA in PY 2021/2022, an audit to the aforementioned standards or an independent CPA’s review of financial statements must be provided.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



Beginning January 1, 2024, the successful Offeror will be required to provide proof of insurance to include a commercial general liability insurance policy with combined limits of liability for bodily injury and property damage as listed in the table below. MFA must be listed as additional insured.

\$1,000,000	Per Occurrence
\$2,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations (if applicable)
\$1,000,000	Personal and Advertising Injury
\$50,000	Damage to Rented Premises (if applicable)
\$5,000	Medical Payments
\$1,000,000	Builder’s Risk Insurance (Applicable Construction Practices)
25% of Grant	Fidelity Bond or Employee Dishonesty Insurance

## 11 GEOGRAPHIC AREA TO WHICH THIS RFP APPLIES

### Geographic Areas

The NM Energy\$mart program is a state-wide program covering all 33 counties. Program funding for the 2023-2027 program years is estimated to be \$4,960,000 for the Tribal Territories.

The service territory options and maps applicable to this RFP are attached as **Exhibits A1 and A2 in Section 15, Forms**. Offerors may select only **ONE** option from the Pueblo, Navajo Nation, or Grand Tribal Territory listed in Section 5 of this RFP and in the RFP table below. Only one successful Offeror will be selected for each of the Pueblo and Navajo Nation service areas. If the successful Grand Territory offeror scores higher than the Pueblo and/or Navajo Nation offeror(s), then the Grand Territory Offeror will be selected due to the ability to cover both territories. Please note, within each territory, every tribe requires a specific number of completed units. This information will be provided and explained in further detail during the RFP Training that is scheduled for September 7, 2023.

<b>2023-2027 RFP NM Energy\$mart Tribal Territory Options</b>						
<i>Please select ONE of the following options.</i>						
<i>*Note the Grand Territory is the Pueblo and Navajo Nation Territories combined.</i>						
Geographical Area Option	2024-2025		2025-2026		2026-2027	
	Budget	Units	Budget	Units	Budget	Units
Pueblo Territory	\$826,060	60	\$826,060	60	\$826,060	60
Navajo Nation Territory	\$828,243	61	\$828,243	61	\$828,243	60
Grand Territory*	\$1,654,303	121	\$1,654,303	121	\$1,654,303	120

If an Offeror applies for the tribal territory but does not qualify, or if the tribal territory is not applied for, the tribal territory will continue to be serviced by the existing Northern Territory provider to ensure full state coverage and to meet the Department of Energy (DOE) requirements.

## 12 EVALUATION CRITERIA

Standard Criteria	Maximum Score
Submission of complete application	3
Tribal Territory Selection	5
Organization Capacity	20
Weatherization Program Management Experience	10
Financial Strength	20
Existing Weatherization Service Provider Compliant with 10 CFR 440.15	2
<b>Energy Efficiency/Construction</b>	
Energy Efficiency/Construction Experience	65
<b>NM Energy\$mart Program Implementation Plan</b>	
Implementation Plan	40
<b>Total Maximum Points</b>	
<b>165</b>	
<p>In the event of a tie, an MFA scoring panel will conduct a telephone and/or virtual interview with each Offeror to further discuss the Offeror's capacity to administer the weatherization program. The MFA scoring panel will then determine the successful Offeror.</p>	
<b>Tribal Territory Selection – 5 Possible Points</b>	
<p>Please note the Grand Territory is the Pueblo and Navajo Nation Territories combined. An offeror will obtain 5 possible points if selecting the Grand Territory.</p> <p>Grand Territory (5 points)</p>	
<b>Organization Capacity – 20 Possible Points</b>	
<p>Experience of management personnel – outline the experience of Offeror's management staff with federal grant-funded programs. Provide an organizational chart and the administrative and financial management capacity form provided in Section 15, RFP Forms. Provide resumes for each of the key positions listed below.</p> <p>Provide a list of Board of Directors (Form provided in Section 15, RFP Forms) (5 points)</p> <p><b>Executive Director experience</b>            Less than 2 years (1 point)            2 to 5 years (3 points)            5 or more years (5 points)</p> <p><b>Fiscal Manager experience</b>            Less than 2 years (1 point)            2 to 5 years (3 points)            5 or more years (5 points)</p>	

**Administrative staff responsible for reporting, invoicing, intake, and outreach**

- Less than 2 years with Offeror Agency (1 point)
- 2 to 5 years with Offeror Agency (3 points)
- 5 or more years with Offeror Agency (**5 points**)

**Weatherization Program Management Experience – 10 Possible Points**

Experience of Weatherization Program Management personnel – outline the experience of Offeror’s Weatherization management staff with federal grant-funded programs. Provide an organizational chart and the administrative and financial management capacity form provided in Section 15, RFP Forms. Provide resumes for each of the key positions listed below.

**Program/Construction Manager Weatherization experience**

- Less than 2 years (1 point)
- 2 to 5 years (3points)
- 5 or more years (**5 points**)

**OR**

**Program/Construction Manager Energy Efficiency experience**

- Less than 2 years (1 point)
- 2 to 5 years (2 points)
- 5 or more years (**3 points**)

**Field Operations Weatherization experience**

List staff, with years of experience in terms of project or program management in general construction:

- Less than 2 years (1 point)
- 2 to 5 years (3 points)
- 5 or more years (**5 points**)

**OR**

**Field Operations Energy Efficiency experience**

List staff, with years of experience in terms of project or program management in general construction:

- Less than 2 years (1 point)
- 2 to 5 years (2 points)
- 5 or more years (**3 points**)

**Financial Strength – 20 Possible Points**

External Audit – a maximum of 20 points will be awarded based on the results of Offeror’s independent audit or audited financial statements for their **most recent completed** fiscal year not ending earlier than 2021.

Audit materials must include management’s response to any findings and corrective action to clear the finding or provide details on the current status of a finding.

- 0 Current Findings (**5 points**)
- Previous Years Findings cleared (3 points)
- Unresolved Findings (0 points)



Financial Management (up to 15 points)

- Provide agency budget assumptions for the Offeror’s NM EnergySmart Program. Form provided in Section 15, RFP Forms. **(5 points)**
- Provide the policy for the Offeror’s system of internal controls for fiscal management as documented in a policies and procedures manual approved by the Offeror’s Board of Directors **(5 points)**
- Offeror’s by-laws requiring Board of Director’s fiscal oversight **(5 points)**

**Energy Efficiency/Construction Experience – 65 Possible Points**

Provide a summary of no more than two pages detailing the experience and performance in construction for energy efficiency upgrades and/or housing renovation activities. **(5 points)**

Provide an organizational chart and resumes of field staff that would be directly performing the work on the homes. In addition, complete the Field Experience and Capacity form provided in Section 15, RFP Forms.

25+ years of combined experience **(5 points)**

15 to 24 years of combined experience (4 points)

Less than 15 years of combined experience (3 points)

Provide a list of names and addresses of homes/projects that the Offeror has provided rehabilitation, energy efficiency upgrades, and/or new green construction services in single family or multifamily homes in the past three years.

Single Family

250 homes or more **(5 points)**

100 to 249 homes (4 points)

Less than 100 homes (3 points)

**OR**

Multifamily

10 projects or more **(5 points)**

5 to 9 projects (4 points)

Less than 5 projects (3 points)

More than 5 years of experience running DOE WAP in homes. **(5 points)**

2-5 years of experience running DOE WAP in homes. (4 points)

Less than 2 years of experience running DOE WAP in homes. (3 point)

**OR**

More than 5 years of experience running Energy Efficiency in homes. **(3 points)**

2-5 years of experience running Energy Efficiency in homes. (2 points)

Less than 2 years of experience running Energy Efficiency in homes. (1 point)

**Field Certifications (45 points)**

*Not all of the certifications listed below are required at the time of application for this RFP. If the Offeror currently has any of the certifications listed below, they will be eligible for the points for each certification listed.*

*The certifications noted with an asterisk (\*) will be required within 1 year of contract execution. Training will be paid for by DOE and provided by the NM EnergySmart Training Academy.*

#### Lead Based Paint Certifications

- \*Lead Inspector Certification **(2 points)**
- \*Lead Renovator Certification **(2 points)**
- Lead Abatement Supervisor Certification **(4 points)**

#### Building Performance Institute Certifications

- Building Analyst single family or multifamily **(1 point)**
- Envelope Professional **(1 point)**
- \*Crew Leader **(2 points)**
- \*Energy Auditor **(2 points)**
- Healthy Home Evaluator **(1 point)**
- AC and Heat Pump **(1 point)**
- Air Leakage Control Installer **(1 point)**
- Heating Professional **(1 point)**
- Infiltration and Duct Leakage **(1 point)**
- Manufactured Housing **(1 point)**
- \*Retrofit Installer Technician **(2 points)**
- \*Quality Control Inspector single or multifamily **(6 points)**

#### NM Licensing

- GB-02 Residential Contractor License **(3 points)**
- MHD-02 or MHD-03 Mobile Home Contractor License **(3 points)**
- EE-98- Electrical Contractor License **(3 points)**
- MM-98- Mechanical Residential or Commercial License **(4 points) OR**
  - MM-01- Plumbing License **(1 point)**
  - MM-02- Natural Gas Fitting License **(1 point)**
  - MM-03- Heat, Vent, and Air Conditioning License **(1 point)**
  - MM-04- Heat, Cooling, and Process Pipe License **(1 point)**

#### Additional Certifications

- Infrared Thermographer Certification **(1 point)**
- Asbestos related certifications **(1 point)**
- \*OSHA 30 **(2 points)**

### Implementation Plan – 40 Possible Points

Provide an executive summary of the agency detailing its mission and how this mission is applicable to a Single-Family Weatherization Program (up to 2 pages) **(5 points)**

Provide an overview of the Offeror's vision for the NM EnergySmart Single-Family program (up to 1 page) **(5 points)**

Provide a step-by-step Single Family program implementation plan that includes the items below (up to 4 pages)

- The Offeror's experience in administering low-income programs for Single Family homes. **(5 points)**

- Outreach/marketing plan for the NM EnergySmart Single Family Program. **(5 points)**
- The Offeror's capacity to administer an effective and timely Single Family weatherization program. This should detail the agency's implementation plan that includes a schedule of training and unit completions throughout the year. This includes proper staffing and the Offeror's ability to provide their ramping-up process. Provide detailed examples of the agency's process for client intake and management of Single-Family waitlists. **(10 points)**
- Quality assurance process/plan that thoroughly describes how Offeror will ensure the highest level of service for Single Family homes. **(5 points)**
- The Offeror's capacity to obtain a sister branch within their selected region. **(5 points)**

**(Note: Use of subcontractors must be clearly explained in the proposal and quality assurance monitoring must be detailed. The Offeror will be wholly responsible for the entire performance. DOE Standard Work Specifications are required whether or not the Offeror is using subcontractors.)**

### 13 PROGRAM STANDARDS

The DOE, WAP reduces heating and cooling costs for low-income families who fall under the DOE income guidelines of 200 percent of the poverty income level, particularly for the elderly, people with disabilities, and households with children, by improving the energy efficiency of their homes while ensuring their health and safety. Households receiving SSI or TANF automatically qualify for the NM EnergySmart Program. The NM EnergySmart Program weatherizes single family homes, mobile homes, and multifamily structures for income qualified households. The program is governed through federal code 10 CFR 440. Details of the rules and regulations can be accessed in the link below: <https://www.ecfr.gov/current/title-10/part-440>

The program is a unit-based program that requires agencies to weatherize a specific number of homes in their assigned territory. The number of homes is based on a formula that details how many homes must be weatherized in each specific county and tribal territory. Each home/unit must have an energy audit performed using the DOE approved National Energy Audit Tool (NEAT), and/or Mobile Home Energy Audit (MHEA).

For multifamily structures, an audit using the Targeted Retrofit Energy Auditing Tool (TREAT) software must be performed. A separate source of funding for training is provided by the DOE to ensure the accuracy of audits and the quality of work that is performed in the homes. Upon completion of the audit and weatherization on a home/unit, a certified final inspector is responsible for ensuring that the assessment and work done meet the DOE standards.

In addition to the technical aspect of the program, a service provider must have the capability of providing, at a minimum, the scope of work for the programmatic/administration activities listed below:

- Sound and solid fiscal resources
- Budget approved by MFA for program funds
- A production schedule of the units required to be weatherized
- Ability to provide outreach to target income group to be served
- Staff capable of completing applicant intake procedures
- Adequate field capacity to meet production goals



There are several program standards for the NM EnergySmart Program. All information can be obtained in the documents listed below:

- DOE Weatherization Federal Regulations: 10 CFR 440: <https://www.ecfr.gov/current/title-10/part-440>
- WAP Program Notices: <https://www.energy.gov/eere/wap/weatherization-program-notices-and-memorandums>
- New Mexico State Plan for DOE weatherization: <https://housingnm.org/home-repair-and-energy-efficiency/energymart-weatherization-assistance/learn-more/state-plans>
- MFA's Administrative Program Manual: MFA will provide upon request.

Technical standards and specifications for the program are found in the NM EnergySmart Technical Standards, and the Standard Work Specifications.

- NREL Standard Work Specifications (SWS): <https://sws.nrel.gov/>
- NM Energy Smart Technical Standards: MFA will provide upon request.

Offerors are expected to be familiar with the compliance codes below:

- IRC: <https://www.constructionbook.com/store/category/icc-codes>
- ASHRAE 62.2-2016: [https://www.techstreet.com/standards/ashrae-62-2-2016?product\\_id=1912839](https://www.techstreet.com/standards/ashrae-62-2-2016?product_id=1912839)
- ANSI Uniform Mechanical Code: <https://iapmmembership.org/store/2021-uniform-mechanical-code-soft-cover-w-tabs/1025/>
- BPI Technical Standards: [http://www.bpi.org/standards\\_approved.aspx](http://www.bpi.org/standards_approved.aspx)
- NFPA: <http://www.nfpa.org/>

Please note that the use of subcontractors must be clearly explained in the proposal and quality assurance monitoring must be noted. The Offeror will be fully responsible for the entire performance, which will be required to follow the NREL's Standard Work Specifications whether or not subcontractors are used.

## 14 COMPLIANCE WITH OTHER FEDERAL REQUIREMENTS

Offerors must comply with all applicable federal, state, and local codes, statutes, laws and regulations which include, but are not limited to the following and others that can be found at <https://www.energy.gov/management/articles/national-policy-assurances-be-incorporated-award-terms>:

- 10 CFR 440
- Standards for Financial and Program Management (2 CFR 200.300-200.309)
- Cost Principles (2 CFR 200 Subpart E)
- Financial Internal Controls (2 CFR 200.303)
- Protected Personally Identifiable Information (2 CFR 200, 200.1, and 200.338)
- Buy American Act, Pub. L. 117-58
- Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000d, et seq. and 24 CFR Part 1)
- Fair Housing Act (42 USC 3601 et seq.)
- Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12892 and 24 CFR Part 107)
- Age Discrimination Act of 1975, as amended (42 USC 6101 et. seq.)
- American with Disabilities Act (42 USC 12101 et seq.)



- Equal Employment Opportunity, Executive Order 11246, as amended (24 CFR 570.607)
- Fair Labor Standards Act of 1938, as amended (29 USC 201, et seq.)
- Contract Work Hours and Safety Standards Act, as amended (40 USC 3701 et seq.)
- Anti-Kickback Act of 1986 (41 USC 8701-8707)
- Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u)
- Minority/Women’s Business Enterprises, Executive Orders 11625, 12138 and 12432
- Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794)
- Lead-Based Paint Poisoning Act (42 USC §4822 and 24 CFR Part 35)
- Environmental Reviews (24 CFR Part 92.352)
- National Environmental Policy Act (NEPA) of 1968 (24 CFR Parts 50 and 58)
- Property Inspections (Housing Quality Standards) (24 CFR Part 982.401)
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended by 42 USC 4601 and the regulations at 49 CFR Part 24, Subpart C
- Debarment & Suspension (Executive Order 12549, 51 Fed. Reg. 6370)
- Affirmative Outreach (24 CFR 576.407)
- Participation in HUD programs by Faith-Based Organizations (24 CFR 5.109)

**Should any federal regulations be changed during and/or after the release of the RFP, MFA will update those regulations (citations) promptly. An addendum to those changes, if applicable, will be provided to the Offerors.**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

# NM Energy\$mart Request for Proposals FORMS Program Year 2023-2027

## As outlined in section 2.3 Proposal Format

- Proposals and forms may be obtained from MFA's website: <https://housingnm.org/rfps/rfps-rfq>
- Proposals must include the program-specific forms attached to this proposal package and all schedules and attachments pertaining thereto.
- MFA forms released with this proposal must be used when provided by MFA. No substitutions will be accepted.

### List of Forms:

- Submission Checklist
- Application/General Information
- Current Board Members
- Administrative and Financial Management Capacity
- Field Experience and Capacity
- Offeror Reputation Certification
- Offeror Certification
- Campaign Contribution Disclosure Form
- Agency Budget Assumptions
- Disclosure of Contributions by Prospective Offeror

### List of Exhibits:

- Exhibit A1 – **NM Energy\$mart Tribal Territory Map**
- Exhibit A2 – **NM Energy\$mart Tribal Territories**
- Exhibit B1 – **Third-Party Code of Conduct**
- Exhibit C1 – **MFA Board of Directors and Management**



## SUBMISSION CHECKLIST NM Energy\$mart PROGRAM PROPOSAL

**AGENCY:** \_\_\_\_\_

By initialing on this list, Offeror is certifying that you have enclosed the following items as defined in this RFP. Items should be attached in the order listed.

**\*\*\*Submit one application package with all items below\*\*\***

MINIMUM QUALIFICATIONS AND REQUIREMENTS - Please provide the following:  
*Forms provided in Part 2 – Program Specific Criteria, Section 15 “RFP Forms”*

### Allowable Deficiency Correction items

Initial	Item Required
	<b>Proposal submitted as outlined in Part 1- General Information, Section 2 “General Proposal Requirements”</b>
	<input type="checkbox"/> Application form Offeror must specify the territory for which they are applying
	<input type="checkbox"/> Provide proof of GB-02 license held in the name of the offeror for Single Family homes
	<input type="checkbox"/> Provide proof of MHD-02 or MHD-03 license for work on mobile homes (not applicable for Multi Family homes)
	<input type="checkbox"/> Provide proof of GB-98 held in the name of the offeror for Multi Family homes
	<input type="checkbox"/> Proof of status as a non-profit or other public entity (e.g., unit of local government)
	<input type="checkbox"/> Proof of current registration as a charitable organization with the New Mexico Attorney General’s office
	<input type="checkbox"/> Offeror must be in “good standing” with MFA as of the date this RFP. In order to be in good standards Offeror must have no unresolved findings from MFA monitoring’s
	<input type="checkbox"/> Proof that Offeror has not been “suspended,” “debarred” or HUD’s Limited Denial of Participation
	<input type="checkbox"/> Describe any material, current or pending litigation, administrative proceedings or investigations that could impact the reputation or financial viability of the firm.
	<input type="checkbox"/> Offeror Reputation Certification form
	<input type="checkbox"/> Offerors certification form
	<input type="checkbox"/> Copy of agency’s most current independent audit or audited financial statements
	<input type="checkbox"/> Proof of insurance coverage

### Other Requests for Information (Please provide the following)

Initial	Item Required
	<input type="checkbox"/> Board of Director list
	<input type="checkbox"/> Resumes of key staff
	<input type="checkbox"/> Organization chart of field staff, administrative staff, and financial staff
	<input type="checkbox"/> Copy of all field staff certifications
	<input type="checkbox"/> Agency Budget Assumption
	<input type="checkbox"/> Cost Allocation Plan
	<input type="checkbox"/> Internal Controls for Fiscal Management
	<input type="checkbox"/> By-laws (Fiscal Oversight)
	<input type="checkbox"/> Description of construction services experience (up to 2 pages)
	<input type="checkbox"/> Executive Summary/Mission Statement (up to 2 pages)
	<input type="checkbox"/> Company vision (up to 1 page)
	<input type="checkbox"/> Implementation plan for the NM Energy\$mart program (up to 4 pages)
	<input type="checkbox"/> Names and addresses of homes offeror has provided similar services as outlined in this RFP. This may include, but is not limited to home rehabilitation, energy efficiency upgrades or new green construction



## Application / General Information

### Date of Application:

Agency Name \_\_\_\_\_

#### Entity Type

- Nonprofit
- Local Unit of Government
- Tribal Government
- CAA

\* For Profit Agencies are NOT Eligible

Federal Tax ID Number \_\_\_\_\_ UEI Number \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Telephone Number \_\_\_\_\_ Ext. \_\_\_\_\_ Fax Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ NM Zip \_\_\_\_\_

<b>2023-2027 RFP NM EnergySmart Tribal Territory Options</b>			
<b><i>*Please select ONE of the following options. Note the Grand Territory is the Pueblo and Navajo Nation Territory combined.</i></b>			
<b>Geographical Area Option</b>	<b>Budget</b>	<b>Units</b>	<b>Selection</b>
Pueblo Territory	\$2,478,180	180	
Navajo Nation Territory	\$2,484,730	182	
Grand Territory	\$4,962,910	362	

\_\_\_\_\_  
Signature of Authorized Official on behalf of Offeror

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title





## Current Board Members

Name	
Home Address	
Employer	
Position on Board	
Area of Expertise/Qualification	
Years on Board	
Term Expire Date	
Name	
Home Address	
Employer	
Position on Board	
Area of Expertise/Qualification	
Years on Board	
Term Expire Date	
Name	
Home Address	
Employer	
Position on Board	
Area of Expertise/Qualification	
Years on Board	
Term Expire Date	
Name	
Home Address	
Employer	
Position on Board	
Area of Expertise/Qualification	
Years on Board	
Term Expire Date	
Name	
Home Address	
Employer	
Position on Board	
Area of Expertise/Qualification	
Years on Board	
Term Expire Date	



## Administrative and Financial Management Capacity

Program/Staff Name	Title	Years of Experience	Capacity/Role/Services Offered

## Field Experience and Capacity

Names and years of experience for individuals that will be doing the work on the homes	Years of Experience



## Offeror Reputation Certification

\_\_\_\_\_  
Offeror Name

Offeror must describe any material, current or pending litigation, administrative proceedings or investigations that could impact the reputation or financial viability of the firm.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

No \_\_\_\_\_ (There is no material, current or pending litigation, administrative proceedings or investigation that could impact the reputation or financial viability of the firm.)

Yes \_\_\_\_\_ (explain)

\_\_\_\_\_  
Signature of Authorized Official on behalf of Offeror

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title



## OFFEROR CERTIFICATION

("Offeror") is submitting a proposal to MFA to be a service provider under the NM EnergySmart Program.

Offeror certifies that:

It will abide by all applicable federal and state of New Mexico laws and all applicable statutory, regulatory, and judicially created rules and guidelines.

It understands that MFA will monitor its performance and compliance.

It is in good standing with all its funding sources.

It complies with Equal Employment Law and complies fully with all government regulations regarding nondiscriminatory employment practices.

It understands and represents that any contract it enters into with MFA will be binding in all respects.

It has a current registration with the New Mexico Attorney General's Registry of Charitable Organizations, if applicable.

This proposal shall be valid until contract award or 90 calendar days from the proposal due date, whichever is longer.

**I HEREBY CERTIFY THAT ALL INFORMATION PROVIDED IN THE PROPOSAL IS TRUE AND CORRECT, AND THAT I HAVE THE AUTHORITY TO BIND THE OFFEROR TO THE ASSURANCES, AS WITNESSED BY MY SIGNATURE BELOW.**

\_\_\_\_\_  
Signature of Authorized Official on behalf of Offeror

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

## Campaign Contribution Disclosure Form

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

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

This form must be included in the Request for Proposal and must be filed by any prospective contractor whether or not they, their family members, or their representatives has made any contribution subject to disclosure.

The following definitions apply:

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

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



"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business 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.

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

(Completed by State Agency or Local Public Body)

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

## Agency Budget Assumptions

Provide a list of sub-contractors you will use in your Program. Example: plumbing, insulation, windows, etc.

Agency	Contractor Type

Note: Training is provided from a different source of funding managed by MFA. The training funding pays for the costs of the courses, provided by the Santa Fe Community College, wages for staff in attendance and per diem. Therefore, training costs should not be included in the field staff proposed budget.

Provide an estimated cost breakdown of your 2024/2025 program year insurance costs. Estimate must be detailed in the categories below:

Insurance Costs	Existing Budget	Proposed NM Energy\$mart budget
Contractual Commercial General Liability Insurance		
Worker’s Compensation		
Pollution Control		
Auto Insurance		
Other Insurance Costs		



**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE OFFEROR**

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

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

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

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

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

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

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

--OR--

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

\_\_\_\_\_  
Signature

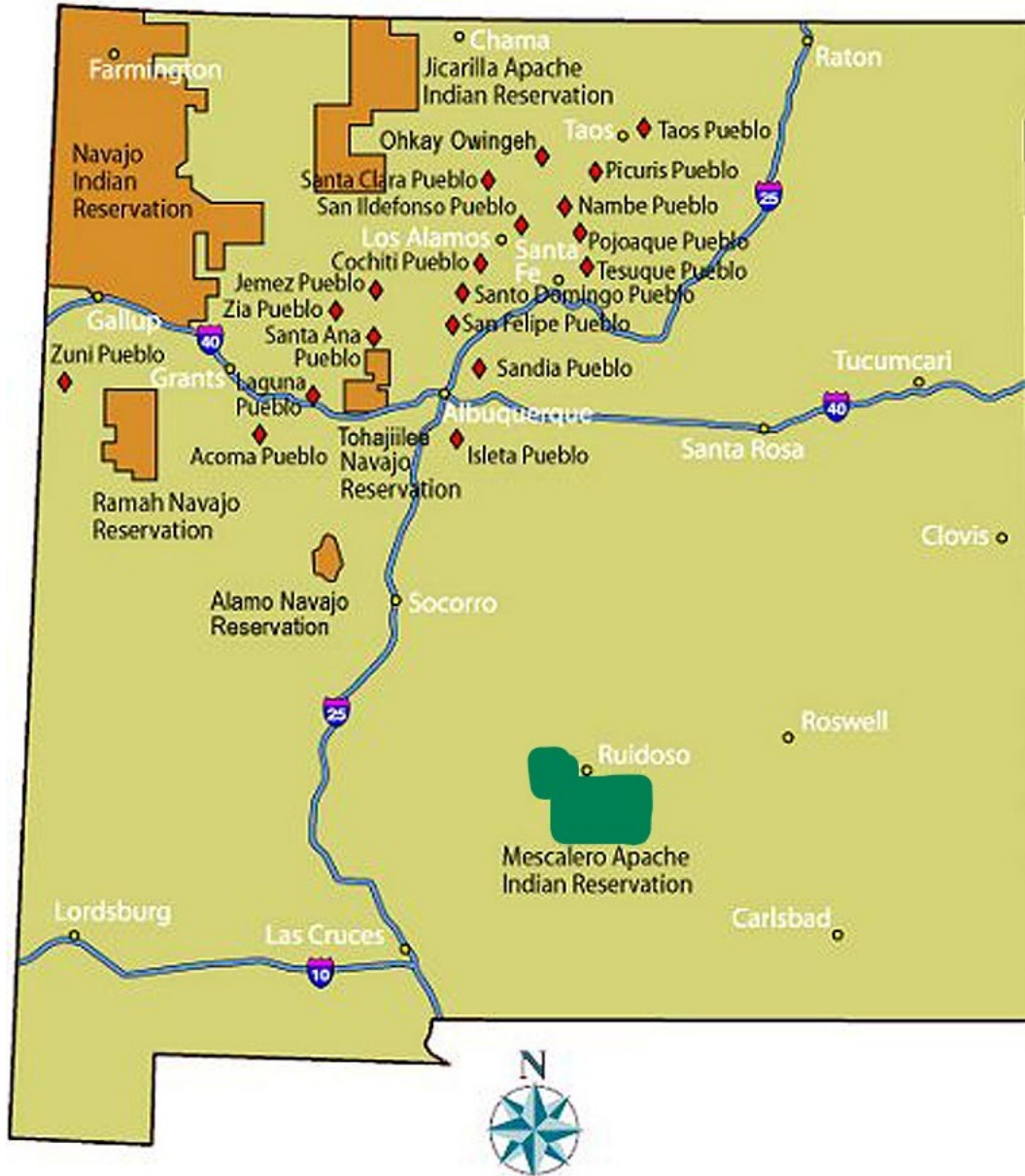
\_\_\_\_\_  
Date





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

\_\_\_\_\_  
Title



**EXHIBIT A1 - NM ENERGY\$MART TRIBAL TERRITORY MAP**



Territory	Location
Pueblo	
Navajo Nation	
Grand	 + 

\*Mescalero Reservation is excluded from the Tribal Territories.

## EXHIBIT A2 – NM ENERGY\$MART TRIBAL TERRITORIES

The Tribal Territories consist of the tribes listed below.

- Navajo Nation
- Santa Clara
- Ohkay Owingeh
- San Felipe
- Zuni
- Santa Ana
- Cochiti
- Jemez
- Acoma
- Taos
- Nambe
- Santo Domingo
- Zia
- Jicarilla Apache
- Isleta
- Sandia
- Laguna
- Picuris
- Pojoaque
- Tesuque
- San Ildefonso

\*Mescalero Reservation is excluded from the Tribal Territories.

## EXHIBIT B1 – THIRD-PARTY CODE OF CONDUCT

### NEW MEXICO MORTGAGE FINANCE AUTHORITY

#### THIRD-PARTY CODE OF CONDUCT

- A. **Preamble.** The New Mexico Mortgage Finance Authority (“MFA”), an instrumentality of the state government, exists to serve the citizens of the State of New Mexico. To maintain the respect, trust, and confidence of the public, and consistent with MFA’s commitment to conduct its business in an ethical and legal manner, MFA requires that all Third Parties doing business with MFA comply with this Third-Party Code of Conduct and otherwise uphold the highest standards of ethics and behavior.
- B. **Purpose.** The purpose of this Code of Conduct is to provide general guidelines and a minimum standard of conduct for Third Parties doing business with MFA.
- C. **Definitions.** For the purpose of this Third-Party Code of Conduct, the following words and phrases shall have the following meanings:

**"MFA Employee"** means any person employed directly by MFA and any person employed through a staffing agency or by contract and for whom MFA has the right to direct and control the work performed.

**"MFA Member"** means a Member, and with respect to an ex-officio Member, his or her proxy, of the Board of Directors of the MFA.

**"MFA Management"** means the Executive Director, Deputy Director of Programs, Deputy Director of Finance and Administration, and Director of Human Resources employed by the MFA.

**"Transaction"** means any transaction including, but not limited to any sale, purchase, or exchange of tangible or intangible property or services; any loan, loan commitment or loan guarantee; any sale, purchase, or exchange of mortgage loans, notes, or bonds; or any other business arrangement or contract therefor.

- D. **Conflicts of Interest.** Third Parties should avoid engaging in any activity that would conflict, interfere, or even create the appearance of a conflict with their business with MFA. Third Parties must disclose any potential conflicts to MFA in writing as soon as practicable upon discovery or recognition. Examples of potential conflicts include, but are not limited to:
- Engaging in a conflict-of-interest transaction prohibited by Section F of MFA’s Code of Conduct, which can be found at: [https://housingnm.org/uploads/documents/Section\\_F\\_of\\_MFA\\_Code\\_of\\_Conduct.pdf](https://housingnm.org/uploads/documents/Section_F_of_MFA_Code_of_Conduct.pdf)
  - Providing gifts and entertainment to any MFA Employee, MFA Management or MFA Member in an attempt to improperly influence MFA business decisions.

MFA shall not enter into any Transaction with a former MFA Member or former MFA Management for a period of one (1) year after such person ceases to be an MFA Member or MFA Management, except with prior approval of a disinterested majority of all current MFA Members.

To the extent applicable, Third-Party shall disclose conflicts of interest required pursuant to state or federal law, including but not limited to 2 CFR 200.112.

- E. **Anti-Discrimination and Anti-Harassment Policy.** MFA is committed to maintaining an employment environment in which all individuals are treated with respect and dignity and expects the same from Third Parties doing business with MFA. MFA expects that Third Parties will maintain a workplace where employment-related decisions are based on performance, ability, or other legitimate, non-discriminatory bases and are never based on race, color, national origin, ancestry, citizenship status,



religion, sex, sexual orientation, gender identity, age, physical or mental disability, serious medical condition, marital status, status with regard to public assistance, veteran status, or any other legally-protected status.

MFA also maintains and expects Third Parties to maintain a workplace that is free of unlawful harassment. This includes harassment based upon any of the above legally-protected status (such as age, sex, religion, national origin, etc.) and which creates an intimidating, hostile, or offensive working environment. This also includes sexual harassment which is defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidated, hostile, or offensive working environment.

MFA will also not tolerate any form of unlawful discrimination or harassment of an MFA Employee by any Third-Party including by its employees, owners, managers, members, directors, agents, or representatives.

- F. **Confidential Information and Intellectual Property.** Third Parties doing business with MFA must protect any confidential or proprietary information that belongs either to MFA or any other third-party with whom MFA does business, if such other third-party has provided MFA with confidential or proprietary information. Confidential or proprietary information includes, but is not limited to, any non-public financial information, business processes and systems, intellectual property, personally identifiable information of MFA's customers, and personally identifiable or private information about any MFA Employee, MFA Member, MFA Management, third-party, or customer, such as identity, medical, employment, or financial information.

To the extent necessary for a Third-Party to share MFA's confidential or proprietary information with a sub-contractor, MFA's expects the Third-Party to implement adequate controls at a level no less than those set forth in this Third-Party Code of Conduct with such sub-contractor.

Third Parties must not infringe upon the intellectual property rights of other companies or organizations.

Third Parties must return all confidential and proprietary information in their possession to MFA when the contractual relationship between MFA and the Third-Party has terminated, unless otherwise specified by contract. The obligation to protect MFA's confidential and proprietary information continues even after any business relationship between MFA and the Third-Party ends.

MFA may require that Third Parties sign a separate confidentiality and non-disclosure agreement.

- G. **Onsite Visitor Requirements.** While on MFA's premises, Third Parties must comply with all MFA rules and procedures, including security measures and requests. These may include but are not limited to:
- Registering with reception.
  - Accessing only authorized areas unless accompanied by an MFA Employee.
  - Promptly reporting known security violations and property loss or damage.
  - Complying with all MFA facility requirements, including maintaining a substance-free and violence-free workplace.
  - Any public health and safety policies in effect, including wearing a face mask.
- H. **Compliance with Laws, Regulations, Policies and Procedures and Contracts.** All Third Parties must comply with all applicable state and federal laws, codes, and regulations and MFA's policies and procedures to the extent applicable to the Third-Party and must not violate any terms and conditions established by contract with MFA.
- I. **Business Integrity.** Any and all forms of illegal or inappropriate activity by a Third-Party doing business with MFA, including, but not limited to, corruption, misrepresentation, extortion, embezzlement, or bribery, are strictly prohibited and may result in termination of any or all agreements with MFA.

## EXHIBIT C1 – MFA BOARD OF DIRECTORS AND MANAGEMENT

### **New Mexico Mortgage Finance Authority**

#### **Board Members**

Chair Angel Reyes – President, Centinel Bank in Taos

Vice Chair Derek Valdo – Chief Executive Officer, AMERIND Risk

Treasurer Rebecca Wurzburger – Strategic Planning Consultant

Member Howie Morales – Lieutenant Governor, State of New Mexico

Member Raul Torrez – Attorney General, State of New Mexico

Member Laura Montoya – Treasurer, State of New Mexico

Member Patricia Sullivan, Ph.D – Associate Dean, New Mexico State University of College of Engineering

#### **Management**

Isidoro Hernandez, Executive Director/CEO

Donna Maestas-De Vries, Chief Housing Officer

Jeff Payne, Chief Lending Officer

Vacant Position, Chief Financial Officer

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]