

Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Rudy N. Garcia
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Hank Hughes
Commissioner, District 5

Gregory S. Shaffer
County Manager

December 19, 2022

ADDENDUM #1
RFP# 2023-0063-PW/KE
SOFTWARE FOR HOUSING

Dear Proponents,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested Offerors to adhere to any changes or revisions to the RFP as identified in this Addendum No. 1. This documentation shall become permanent and made part of the departmental files.

ATTACHMENTS: Sign in Sheet from Pre-Proposal Meeting

1. Do you have a time frame for the initial setup and deliverables?

ANSWER: If possible by mid-March

2. Has market research analysis been conducted resulting in a rough order of magnitude (ROM) range for this service?

ANSWER: No

3. Can you share the anticipated budget or range for this project.

ANSWER: \$45,000-50,000 (looking for a web based software package)

4. Would you consider having another open session to further solidify this Scope of Work?

ANSWER: Yes

5. Would you consider extending the deadline for proposals?

ANSWER: Yes, however not more than 2 weeks.

6. Can Santa Fe County please provide a detailed list of requirements or a more comprehensive description of the features and functionality for the new system, delineating between what's in scope for this solicitation and what is out of scope now but may be procured in future phases (e.g., OCR support, additional features)?

ANSWER: The document storage and scanning piece will be phase two and may be procured at a later date.

7. Can Santa Fe County please provide a description of each user group and an approximate number of users per group?

ANSWER: 6 at the Housing Authority and 4 at the Main office for a total of 10.

8. Can Santa Fe County please provide a list or architecture diagram(s) of current systems with which the new system will need to integrate?

ANSWER: Yes, this would be provided to winning vendor and will have to consult with IT.

9. Will data migration be in scope for this effort?

ANSWER: Yes

10. Could you please provide the breakdown of units, per program, managed by Santa Fe County, including any that are managed by the County for other entities?

ANSWER: The main program is developments which has many parts and can include up to over 200 units in one development. Currently working with 18 developers. There are 4 loans to underwrite, approve and document. In addition, 3 release in process to document and send for review and approval. We have several large projects in the works as well. Sample Flow charts are attached.

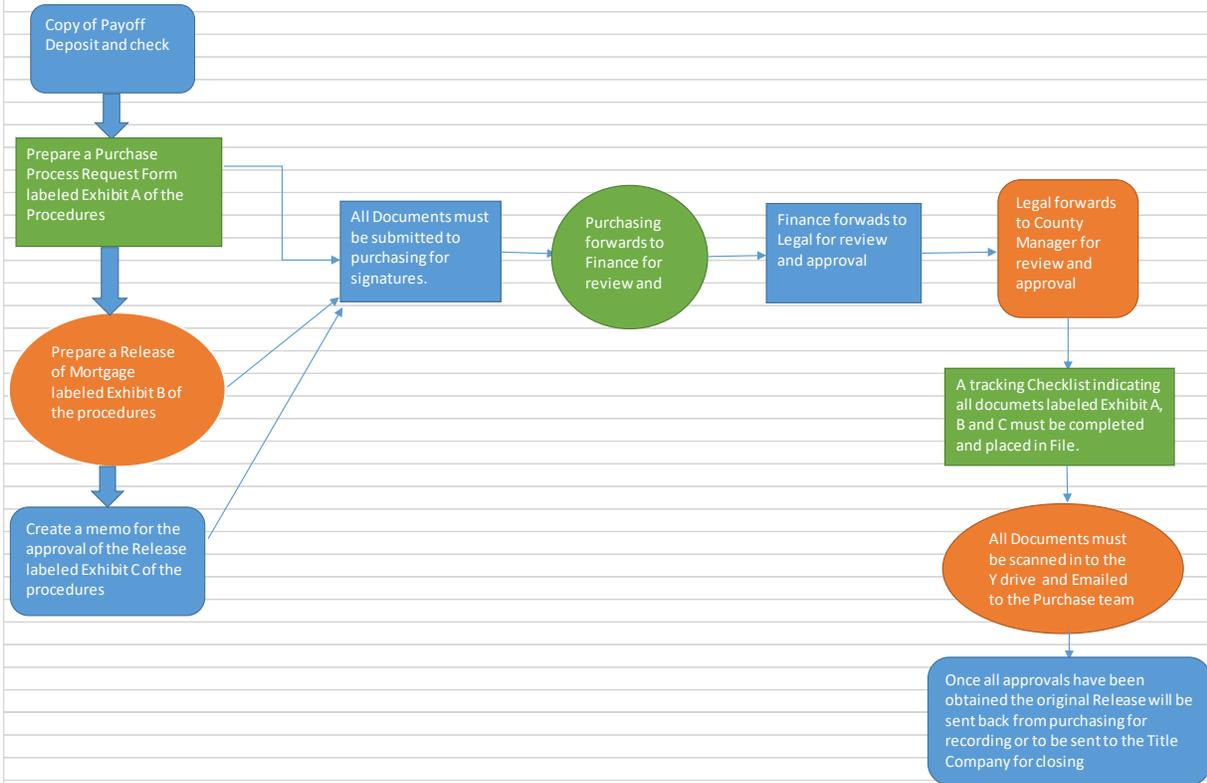
Please add this Addendum #1 to the original proposal documents and refer to proposal documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect.

Offerors are reminded that any questions or need for clarification must be addressed to Karen K. Emery, Senior Procurement Specialist at kkemery@santafecountynm.gov.

Pre-Proposal Conference
RFP No. 2023-0063-CDD/KE
SOFTWARE PACKAGE FOR
AFFORDABLE HOUSING
Wednesday, December 7, 2022 at 11:00 AM MST
Via WebEx

NAME	ORGANIZATION	PHONE #	EMAIL
Karen Emery	SFC Purchasing	505-9926759	kkemery@santafecountynm.gov
Denise Benavidez	SFC Affordable Housing	505-986-6264	debenavidez@santafecountynm.gov
Joseph Montoya	SFC Community Dev.	505-992-3058	jrmontoya@santafecountynm.gov
Joseph J. Barela	SFC Housing Director	505-992-3051	jjbarela@santafecountynm.gov
Paul Olafson	SFC Deputy Director of Community Dev.	505-992-9866	POlafson@santafecountynm.gov
Estrella Martinez	Administrator	505-995-9516	efmartinez@santafecountynm.gov
Katie Jensen	Emphasys Computer	231-838-9144	kjensen@emphasys-software.com
Utkarsh Bhatnagar	Cloud Syn Apps Inc.	647-881-9733	Utkarsh.bhatnagar@cloudsynapps.com
Rick Chavez	NTX Group INC	505-835-4805	Rick.chavez@mtxb2b.com
Gauray Gautam	Online 24 X 7 Inc.	682-350-9767	sales@online24x7.net
Kara Shuler	Slalom, LLC	970-261-1495	Kara.shuler@slalom.com

RELEASE OF MORTGAGE PROCESS FLOWCHART



****Note, you must followup to make sure you receive the signed and recorded Release of Mortgage from the Title Company after Closing or if no closing is scheduled, you must record the release at the County Clerks Office. The Original must be returned to Purchasing for safkeeping and a copy must be placed in file.**



INCLUSIONARY ZONING PROCEDURES



What is an Inclusionary Zoning Program?

Inclusionary Housing programs are local policies that tap the economic gains from rising real estate values to create affordable housing for lower income families. An inclusionary housing program might require developers to sell or rent 10 to 30 percent of new residential units to lower income residents

Many, but not all, programs partially offset the cost of providing affordable units by offering developers one or more incentives such as tax abatements, parking reductions, or the right to build at higher densities. Most programs recognize that it's not always feasible to include affordable on site units within market rate projects. In some cases, developers can choose among alternatives, such as payment of an in lieu fee or provision of affordable off site units in another project.

Inclusionary Zoning Procedures

When a Developer/Applicant, meaning a property owner who submits a development request to the County for approval of a Project that is subject to the Affordable Housing Ordinance or, if the context requires, any person or entity that has succeeded to or assumed, in whole or in part, an Applicant's Affordable Housing Requirements with respect to a Project must sign an Affordable Housing Plan (**Exhibit A**) and an Affordable Housing Agreement (**Exhibit B**) and must adhere to the Agreement requirements below.

Required Affordable Housing Units and Lots; Maximum Target Housing Price; Contract Price.

The Affordable Units shall be sold to Eligible Buyers, who shall pay no more than the Maximum Target Housing Prices in accordance with the Regulations. The Maximum Target Housing Prices represent the maximum amount to be paid by the Eligible Buyer after applying the amount subject to the County Affordability Mortgage or Lien (**Exhibit C**) (collectively, "Affordability Lien"). However, the contract sales prices, as set forth in the HUD-1 settlement statement, for all Affordable Units shall be set at ninety-five percent (95%) of the unit's appraised market value. The Affordable Units required under this Agreement shall meet minimum structural requirements, minimum bedrooms and bathrooms, minimum heated floor area, energy efficiency requirements and other requirements set forth in the Regulations, unless otherwise stated here.

Integration of Affordable Units in the Project.

Affordable Units shall be integrated and reasonably dispersed throughout the development as provided herein and designed and built in conformance with the Regulations and the Affordable Housing Agreement. Architectural and landscaping features of the Affordable Units and market rate units shall be similar in appearance.

Final Plat; Recordation Requirements.

The Affordable Housing Agreement shall be filed in the property records of the County Clerk before recordation of the final plat. Recordation of the Final Plat prior to recordation of this Agreement shall constitute a breach of this Agreement, and such recordation shall be null and void and of no effect.

Marketing Plan

Applicant agrees to market the Affordable Units through print advertising, broadcast media, internet advertising, notice to the County, and notice to affordable housing agencies whose mission it is to promote affordable housing and first-time homebuyers.

Certification Process for Eligible or Entry Market Buyers.

The Applicant and the County, or its designee, shall follow the **process** provided in this Section for certifying the eligibility of Eligible or Entry Market Buyers.

The prospective **Eligible or Entry Market Buyer** shall provide a **Certification Package** to the County or its designee containing the following: (May come from the Mortgage Company)

- A copy of the current pay stubs or other proof of current year earnings and/or income for the prospective buyer(s) and all persons 19 years old or older who will occupy the Affordable Unit.
- A complete copy of the two most recent federal and state income tax returns and W-2s for the prospective buyer(s) and all persons 19 years old or older who will occupy the Affordable Unit.
- A copy of a credit report for the prospective buyer(s) and all persons 19-years old or older who will occupy the Affordable Unit issued within the last thirty (30) days by either, Trans Union, Experian, or Equifax.
- A copy of the most recent month's account statement of all financial accounts in which the prospective buyer(s) or anyone 19-years old or older who will occupy the Affordable Unit have or had an ownership interest, including but not limited to, checking accounts, savings accounts, certificates of deposit, money market accounts, brokerage accounts, IRA accounts, deferred compensation accounts, and 401(k) accounts.
- A financial statement listing all of the assets and liabilities of the prospective buyer(s) and anyone 19-years old or older who will occupy the Affordable Unit.

- Sworn statements from the prospective buyer(s) and anyone 19 years old or older who will occupy the Affordable Unit that verifies that the information provided in accordance with this Section is true, correct and complete, and that the unit to be purchased will be used as the primary residence of the prospective buyer(s). The sworn statement from the prospective buyer(s) shall also indicate the names and birth dates of everyone who is expected to occupy the Affordable Unit. Homebuyer Education Certification from a qualified organization that provides income verifications, homebuyer education training for home purchase and financial counseling.
- Such other relevant information as may be requested on forms developed by the Affordable Housing Administrator.
- Upon receipt of the complete Certification Package and a fee of Two Hundred Dollars (\$200.00) payable to the County or its designee, the County or its designee shall issue a receipt to the Applicant signifying the receipt of a complete Certification Package. If the fee is not submitted, the Certification Package will not be reviewed and a receipt for a complete Certification Package will not be issued. Certification Packages are to be submitted to the Santa Fe County Affordable Housing Administrator or designee.
- Within fifteen (15) business days of the delivery of a complete Certification Package and the \$200 processing fee, the County or its designee shall determine the eligibility of the prospective buyer(s) and inform the Applicant and prospective purchaser(s) in writing of their decision; provided, however, that the County or its designee may request additional information from the prospective buyer(s) or any 19-year old or older who will occupy the affordable unit, in which case a determination will be made within fifteen (15) business days of their receipt of the additional information. If the prospective purchaser(s) are found to be an Eligible Buyer or Entry Market Buyer, a "Certificate of Eligibility" shall be issued to the Eligible Buyer or Entry Market Buyer (with a copy to the Applicant from whom the Eligible Buyer or Entry Market Buyer desire to purchase an Affordable Unit). The Affordable Housing Administrator may request additional information from the Eligible/Entry Market Buyer and/or the County's designee for verification or audit purposes, including, but not limited to, additional credit reports, or other supporting financial and employment documentation.
- Prospective buyer(s) shall be denied a Certificate of Eligibility and be forever barred from reapplying for certification should the Affordable Housing Administrator determine that: they transferred assets to a third party or otherwise hid assets in order to qualify as an Eligible Buyer or Entry Market Buyer; they submitted a materially incomplete, inaccurate, or misleading Certification Package; or otherwise engaged in fraudulent, dishonest, or misleading conduct to qualify as an Eligible Buyer or Entry Market Buyer.

Closing of Qualified Transactions

Qualified Transactions shall be closed in accordance with the procedures set forth, Notice of Closing; Appraisal. The Applicant shall give the County at least ten (10) days' advance written notice of the scheduled closing date for a Qualified Transaction. The notice shall include:

- The name of the Eligible Buyer (s) as well as a copy of their Certification of Eligibility;
- The date and time of the scheduled closing;
- The name and location of the title company closing the transaction and the name and telephone number of the closing agent(s);
- An appraisal of the Affordable Unit being sold, which appraisal shall (i) be prepared by a properly licensed, certified real estate appraiser; (ii) be paid for by the Applicant, unless such appraisal is required by the mortgage lender, in which case shall be paid for by the lender or the Eligible Buyer; and (iii) has been prepared within the previous six (6) months.
- **Affordability Lien.** The Program's goals of having Affordable Units owner-occupied by Eligible Buyers and maintaining long term affordability shall be achieved through the execution at closing of an Affordability Lien. As provided in Section 13.9 of the SLDC, the Affordability Lien "shall create a mortgage or lien in favor of the County in the amount of the difference between the Maximum Target Housing Price and ninety-five percent of the unrestricted fair market value of the Affordable Unit at the time of initial sale, as determined by an appraisal approved by the County." As provided in Section 13.9 of the SLDC, the Affordability Lien shall also include a right of first refusal in accordance with the SLDC and Regulations. At least two (2) business days prior to the date of the scheduled closing on an Affordable Unit, the County shall deliver to the title company (with a copy to the Applicant and the Eligible Buyer), the Affordability Lien along with written instructions to the closing agent concerning the execution, recording, and returning of the Affordability Lien. Any cost associated with the recording and returning of the Affordability Lien shall be borne by the Applicant.
- **Settlement Statement.** The Applicant shall cause the title company to transmit, within ten (10) days of the closing of a Qualified Transaction, a copy to the County of the Settlement Statement (HUD-1) for the Qualified Transaction, signed by the seller and purchaser.
- **Certificate of Compliance.** Upon receipt and review by the County of the closing statement from the title company or the Applicant, the County shall issue to the Applicant a Certificate of Compliance for the Qualified Transaction.

Affordability Mortgage or Liens.

Each Affordable Unit shall be subject to an Affordability Mortgage or Lien securing the County's right to (i) the difference-between the Maximum Target Home price and 95% of the unrestricted fair market value of the Affordable Unit at the time of initial sale to the Eligible Buyer or Entry Market Buyer, as determined by an appraiser approved by the County and the

Maximum Target Home Price plus third party deferred subsidy specific to "Housing Development Subsidy referred as" Gap Financing", excluding any and all down payment assistance programs, secured by the seller. (ii) the County's Appreciation Share. For purposes of determining Appreciation, the initial market value shall be 95% of the unrestricted fair market value of the Affordable Unit at the time of the initial sale. The Affordability Mortgage or Lien shall be:

Duly executed and recorded in the Office of the County Clerk simultaneously with all other closing documents, such as the deed, purchase money mortgages, etc. 4.3.1.6. Sworn statements from the prospective buyer(s) and anyone 19 years old or older who will occupy the Affordable Unit that verifies that the information provided in accordance with this Section is true, correct and complete, and that the unit to be purchased will be used as the primary residence of the prospective buyer(s). The sworn statement from the prospective buyer(s) shall also indicate the names and birth dates of everyone who is expected to occupy the Affordable Unit.

Homebuyer Education Certification from a qualified organization that provides income verifications, homebuyer education training for home purchase and financial counseling.

Upon receipt of the complete Certification Package and a fee of Two Hundred Dollars (\$200.00) payable to the County or its designee, the County or its designee shall issue a receipt to the Applicant signifying the receipt of a complete Certification Package. If the fee is not submitted, the Certification Package will not be reviewed and a receipt for a complete Certification Package will not be issued. Certification Packages are to be submitted to the Santa Fe County Affordable Housing Administrator or designee.

Within fifteen (15) business days of the delivery of a complete Certification Package and the \$200 processing fee, the County or its designee shall determine the eligibility of the prospective buyer(s) and inform the Applicant and prospective purchaser(s) in writing of their decision; provided, however, that the County or its designee may request additional information from the prospective buyer(s) or any 19-year old or older who will occupy the affordable unit, in which case a determination will be made within fifteen (15) business days of their receipt of the additional information. If the prospective purchaser(s) are found to be an Eligible Buyer or Entry Market Buyer, a "Certificate of Eligibility" shall be issued to the Eligible Buyer or Entry Market Buyer (with a copy to the Applicant from whom the Eligible Buyer or Entry Market Buyer desire to purchase an Affordable Unit). The Affordable Housing Administrator may request additional information from the Eligible/Entry Market Buyer and/or the County's designee for verification or audit purposes, including, but not limited to, additional credit reports, or other supporting financial and employment documentation.

Exhibit “A”

VISTA DE SANGRES SUBDIVISION AFFORDABLE HOUSING PLAN

This Affordable Housing Plan (the “Plan”) is submitted pursuant to the requirements of the Santa Fe County Affordable Housing Regulations in Chapter 13 of the Santa Fe County Sustainable Land Development Code (the “SLDC”) by El Llano Co., Inc. (the “Developer”).

Section 1. The Development. Vista de Sangres (the “Project”) is a residential development with a total of 22 lots. The Project is located within Santa Fe County, and is subject to the Affordable Housing Regulations and Chapter 13 of the SLDC.

Section 2. Number and Percentage of Affordable Lots. Pursuant to the SLDC, the Developer is required to provide eight percent (8%) affordable lots. Of the total lots proposed in the Vista De Sangres Subdivision Conceptual Plan, one (1) lot must be developed with an affordable home. Pursuant to Section 13.2.1.4 of the SLDC, the fractional remainder of 0.76 shall require an additional affordable lot; therefore, two (2) lots will be marketed and sold as lots for affordable homes. One (1) home shall be for an income range 2 buyer and one (1) home shall be for an income range 3 buyer. The project will be completed in two (2) phases with Phase 1 consisting of nine (9) total residential lots with one (1) affordable housing lot and Phase 2 consisting of thirteen (13) total lots with one (1) affordable housing lot. However, pursuant to Section 13.2.1.2, the Developer may elect to sell one (1) affordable lot to a buyer in income range 1 in Phase 1, which, in accordance with the bonus provisions of that section, shall count as two (2) affordable housing lots in income range 1, satisfying the affordable housing requirements for both Phase 1 and Phase 2.

Section 3. Sale of Lots. The Developer intends to sell the lots within the Project to a qualified homebuilder (“Homebuilder”). The Developer will notify the Homebuilder of the affordable housing requirements for the Project at the time the lots are sold. Any lot designated for affordable housing will be sold subject to the long-term affordability lien. See Exhibit A. The form of lien shall be executed and recorded along with the deed conveying the affordable lot(s). Such lien shall be filed and recorded on the subsequent sales of the affordable homes(s) except in the following circumstances:

- a. Market Rate Transactions as described in Section 13.9.2.1.a; and
- b. Lien Held by Non-Profit Housing Organization as described in Section 13.9.2.1.b.

Section 4. Integration into Total Development. The affordable lot(s) will be integrated into the overall design and layout of the Project in accordance with this Plan. Affordable lot(s) will not be grouped or segregated from the remainder of the Project.

Section 5. Location of Houses and Lot Sizes. The affordable homes will be located on fee simple lots throughout the Project. Lot sizes in each zone are relatively uniform, and the affordable homes will be sited on lots that are approximately equal in size to the market-rate homes.

Section 6. Phasing Schedule. The overall Project is expected to be completed in two (2) phases. The affordable lot(s) will be constructed, marketed and offered for sale according to the Project phasing schedule, with affordable lot(s) dispersed throughout the Project as described above.

Exhibit “B”

**SANTA FE COUNTY AFFORDABLE HOUSING AGREEMENT
VISTA DE SANGRES SUBDIVISION**

This Affordable Housing Agreement (the “Agreement”) for the Vista De Sangres Subdivision (the “Project”), effective as of the last signature date below, is entered into by and between El Llano Co., Inc. (the “Applicant”), a New Mexico corporation located at 1302 N. Riverside Drive, Espanola, New Mexico 87532, and Santa Fe County (“County”), a political subdivision of the State located at 100 Catron Street, Santa Fe, New Mexico 87501.

RECITALS

WHEREAS, the Applicant has requested re-approval of a 22 lot subdivision on 12.83 acres located on North Calle Del Oro, Santa Fe, NM 87507; and
WHEREAS, the Project is to be completed in two phases, with the first phase containing nine lots and eight homes which will comprise Phase 1; and
WHEREAS, under the County Affordable Housing Program (“Program”), as set forth in Chapter 13 of the Sustainable Land Development Code (“SLDC”), County Ordinance No. 2016-09, and the County Affordable Housing Regulations (“Regulations”), County Resolution No. 2010-189, the Applicant must provide Affordable Housing Units (“Affordable Units”) within the Project and/or comply with the Program through alternative means pursuant to Section 13.7 of the SLDC; and
WHEREAS, Applicant submitted an Affordable Housing Plan, attached hereto as Exhibit A, which was approved by the Land Use Administrator (“Administrator”); and
WHEREAS, the Project is classified as a Major Project; and
WHEREAS, under the Program, eight percent (8%) of the dwelling units within the Project must be Affordable Units; and
WHEREAS, Applicant desires to comply with the Program requirements by entering into and performing this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the County and Applicant hereby agree as follows:

1. Definitions. All capitalized terms herein have the same meanings given them in the SLDC and the Regulations. In the event of a conflict between any provision of the SLDC and a provision of the Regulations, the SLDC shall control.
2. Controlling Affordable Housing Ordinance and Regulations. The SLDC and the Regulations shall apply to this Project and shall govern the Applicant’s performance of all

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obligations under this Agreement, unless otherwise stated herein. The applicable affordable housing percentage for the Project is eight percent (8%).

3. Required Affordable Housing Units and Lots; Maximum Target Housing Price; Contract Price. **Sample First page of Agreement only**

Exhibit “C”

Santa Fe County

102 Grant Avenue

Santa Fe, NM 87504-0276

Loan No. DP-2017-9-01

(\$56,884.00)

AFFORDABILITY LIEN

And

RIGHT OF FIRST REFUSAL

**6 Avenida Vista Esquisita
Santa Fe, New Mexico 87508**

S (“Buyer”), an unmarried person, grants to **Santa Fe County** (“County”) this Affordability Lien and Right of First Refusal this ___ **of September 2017**, in accordance with the following terms and conditions:

RECITALS

A. Under the County Affordable Housing Program, as set out in Chapter 13 of the County Sustainable Land Development Code (County Ordinance No. 2016-9) and the Affordable Housing Regulations (County Resolution No. 2010-189), the County requires certain subdivisions to include a percentage of Affordable Housing in which the effective sales price does not exceed a Maximum Target Housing Price. (Capitalized terms not otherwise defined in this Affordability Lien shall have the meaning provided in the Affordable Housing Regulations.)

B. Affordable Housing can only be sold in the first instance to Eligible Buyers or Entry Market Buyers.

C. An important purpose of the County Affordable Housing Program is to assure long-term affordability.

D. To help assure long-term affordability, Eligible Buyers and Entry Market Buyers must grant the County an Affordability Mortgage or Lien “in the amount of the difference between the Maximum Target Housing Price and ninety-five percent of the unrestricted fair market value of the Affordable Unit at the time of the initial sale”

E. Ninety-five percent of appraised fair market value of the property located at the address above (“Property”), and as further described on Exhibit A hereto, is Two Hundred and Thirteen Thousand Seven Hundred Fifty Dollars (\$213,750.00) and the Maximum Target Housing Price is One Hundred Fifty-Three Thousand Seven Hundred Fifty Dollars (\$153,750.00); therefore, the required amount of the Affordability Lien is **Fifty-Six Thousand Eight Hundred Eighty-Four Dollars and no/100s (\$56,884.00)**.

Sample first page of Agreement only