

New Mexico Mortgage Finance Authority Request for Proposals Mortgage Servicing Legal Services

Part I: Background & General Information

Introduction

The New Mexico Mortgage Finance Authority (“MFA”) is a governmental instrumentality, separate and apart from the State of New Mexico, 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.

Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals, in accordance with New Mexico Mortgage Finance Authority Procurement Policy, from qualified law firms, which by reason of their skill, knowledge, and experience are able to furnish legal services to MFA in connection, generally, with protecting and pursuing MFA’s rights and remedies arising from certain defaulted single family mortgages (each an “Offeror” and together the “Offerors”).

Questions and Answers

Questions pertaining to this RFP and application must be submitted via MFA’s website at www.housingnm.org/rfp. Then under “Current RFPs,” select “Mortgage Servicing Legal Services RFP.” On the legal Services RFP page, select the “Mortgage Servicing Legal Services FAQs” link. To submit your questions, scroll down to the “Ask a question” section, enter you name, email address, and type your question in the “Question” box. Then type in the two (2) words in the CAPTCHA box, and click on “Send my question”. MFA will make good faith efforts to check for questions posted to the Mortgage Servicing Legal Services FAQ page on a daily basis. MFA will make good faith efforts to answer questions within two (2) business days. And answers will be posted to the Mortgage Servicing Legal Services FAQ page described above.

The FAQ will open the day after the RFP is issued and will close on October 3, 2018. Answers to questions posted on the Mortgage Servicing Legal Services FAQ page will be deemed part of this RFP. It is the sole responsibility of each Offeror to check the Mortgage Servicing Legal Services FAQ page referenced above for questions posted by potential Offerors and answers to those questions.

Proposal Submission

The original and six (6) copies of each proposal must be received by MFA at our office located at 344 Fourth Street S.W., Albuquerque, NM 87102 no later than Wednesday, October 10, 2018 at 4:00 p.m., Mountain Time (the “Proposal Due Date”). Proposals shall be in sealed envelopes marked “Response to Mortgage Servicing Legal Services RFP.”

Proposal Tenure

All proposals shall include a statement that the proposal shall be valid until contract award, but no more than 90 calendar days from the Proposal Due Date.

RFP Revisions and Supplements

If it becomes necessary to revise any part of this RFP, or if additional information is necessary to clarify any provision of this RFP, the revision or additional information will be provided on MFA's web site and can be accessed at the following web address: www.housingnm.org/rfp. It is the sole responsibility of each Offeror to check MFA's web page referenced above for revisions or clarifications to this RFP.

Incurred Expenses

Under no circumstance, including the cancellation of this RFP for any or no reason, shall MFA be responsible for any expenses incurred by any Offeror in responding or preparing its proposal for submission to MFA in conjunction with this RFP. All costs, expenses, and liabilities of any kind or nature whatsoever 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 each respective Offerors.

Cancellation of Requests for Proposals or Rejection of Proposals

MFA may cancel this RFP at any time for any or no reason and may reject any proposal that MFA determines in its sole discretion is not responsive to this RFP.

Evaluation of Proposals, Award Notice and Negotiation

Proposals will be evaluated by an Internal Review Committee of MFA staff using the criteria listed in Parts II "Minimum Qualifications and Requirements" and III "Services to be Performed," of this RFP, with final selection to be made the Board of Directors.

MFA may provide Offerors whose proposals are reasonably likely, in MFA's sole discretion, to be selected pursuant to this RFP, an opportunity to discuss and revise their proposals prior to award. The purpose of this opportunity afforded to Offerors is for MFA to obtain the final and best offers. MFA is not required to provide this opportunity to all Offerors even if it provides this opportunity to one or more Offerors. Proposals shall be evaluated on the criteria listed in Part IV "Evaluation Criteria," below.

MFA's Board of Directors shall select the Offeror(s) whose proposal(s) is/are deemed to be most advantageous to MFA to enter into contract negotiations with MFA for the services sought in this RFP. If a final contract cannot be negotiated, then MFA will enter into negotiations with other Offeror(s) as MFA may determine in its sole discretion. The final contract will then be referred to the Contracted Services Committee of the MFA Board of Directors for recommendation, with final approval to be determined by the full Board of Directors. MFA hopes to receive proposals from multiple qualified Offerors so that MFA may contract with more than one Offeror for the provision of the services sought in this RFP.

Award Notice

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

Prohibited Activities

Offerors and their representatives shall not communicate with MFA's Board of Directors or staff members regarding any proposal under consideration, or that will be submitted for consideration, under this RFP except in response to an inquiry initiated by the Internal Review Committee, or a request from MFA's Board of Directors for a presentation and interview. An Offeror's proposal shall be deemed ineligible, in MFA's sole discretion, if that Offeror, or any person or entity acting on behalf of that Offeror, attempts to influence members of MFA's Board of Directors or staff regarding any proposal submitted in response to this RFP at any time, including during MFA's consideration and evaluation of any protest as provided for in this RFP.

Proposal Confidentiality and Confidential Data

Until the award is made and notice given to all Offerors, MFA will not disclose the contents of any proposal or discuss the contents of any proposal with any Offeror or potential Offeror or in response to a public records request, so as to make the contents of any offer available to competing or potential Offerors.

Offerors may request in writing that MFA maintain as confidential certain data and information submitted by an Offeror in response to the RFP. Any such confidential data shall be marked "CONFIDENTIAL": in a conspicuous manner on each such page of any proposal containing confidential information, and any such data marked "CONFIDENTIAL" shall be readily separable from the proposal so as to facilitate public inspection of the non-confidential portions of the proposal. After award, all proposals and documents pertaining to the proposals will be open to the public except for those documents marked "CONFIDENTIAL." Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as trade secrets under the Uniform Trade Secrets Act, Section 57-3A1 et seq. NMSA 1978.

If a person makes a public records request for data or documents that have been marked "CONFIDENTIAL" by an Offeror, MFA shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed and what portions are not subject to the public records request. MFA will provide the Offeror with written notice of that determination and shall provide a reasonable opportunity for the Offeror to respond. MFA maintains sole authority to determine whether data or documents marked "CONFIDENTIAL" are or are not subject to any public records request.

Irregularities in Proposals

MFA may waive technical irregularities in the form of proposal of any Offeror selected for award that do not alter the price, quality or quantity of the services offered.

Responsibility of Offerors

It is each Offeror's sole and independent responsibility to demonstrate in its proposal that it is a "Responsible Offeror." A "Responsible Offeror" is 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 Offeror's financial resources, facilities, personnel, reputation and experience are adequate to make satisfactory delivery of the services described in this RFP. The unreasonable 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. If an Offeror that otherwise would have been awarded a contract is found not to be a Responsible Offeror, a determination that the Offeror is not a Responsible Offeror, setting forth the basis of the finding, shall be prepared and the Offeror shall be disqualified from receiving the award.

Protest

Any Offeror who is aggrieved in connection with this RFP or the award of this RFP may protest to MFA. The protest must be written and addressed to

MFA
Attn: Senior Director of Mortgage Operations
344 Fourth St. SW
Albuquerque, NM 87102

The protest must be delivered to MFA within five (5) calendar days after the date of award to all Offerors. Upon the timely filing of a protest, MFA 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 (5) calendar days of the date of the notice of protest.

Part II: Minimum Qualifications and Requirements

All Offerors must meet the following minimum criteria:

1. All Offerors must list the attorneys who will provide legal services for MFA, and every attorney must be licensed and in good standing in the State of New Mexico.
2. All Offerors must have at least five years' experience in the following substantive areas of law as applied in New Mexico: banking laws and regulations (including federal and New Mexico law relating to mortgage servicing), single-family foreclosures, bankruptcy, real estate, mortgages, and contract law.
3. Offerors must maintain and provide evidence of professional liability insurance as outlined in Part VI of the RFP.
4. Offeror shall not be debarred, suspended or subject to a Limited Denial of Participation or otherwise restricted from participation in Housing & Urban Development (HUD) programs or MFA programs.
5. Offeror must meet Fannie Mae Minimum Requirements for default related legal services.

Part III: Services to be Performed

As requested by MFA in this RFP, professional legal services REQUIRED to be provided under single family mortgage servicing (and to be incorporated into the contract to be awarded pursuant to this RFP) include, but are not limited to, the following:

1. At MFA's request, provide "end-to-end" default-related legal services to MFA in connection with MFA's single-family mortgage loans, including MFA's first and second and/or subordinate mortgage loan products funded with federal, state or other resources. These services may include representing MFA and protecting MFA's interests in foreclosure proceedings, bankruptcy proceedings, title policy claims, evictions, loss mitigation efforts, forbearance agreements, assignments, REO-related services, and related judicial and other proceedings.
2. At MFA's request provide services for all other legal matters related to MFA's servicing of its single-family loans in accordance with HUD, VA, FHA, Conventional, MFA, and all other regulating agency guidelines, including document review and preparation.
3. At MFA's request, represent MFA in other legal matters that may affect MFA's servicing of its single-family loans, including but not limited to loan servicing litigation involving financial institutions, mortgage finance companies and brokerage houses, and other single family foreclosure litigation as required by MFA.

Part IV: Evaluation Criteria

MFA shall award the contract for single family mortgage servicing to the Offeror whose proposal is most advantageous to MFA. Proposals shall be scored on a scale of 1 to 100 based on the criteria listed below. A significant deficiency in any one criterion may be grounds for rejection regardless of overall score.

Criteria	Point Range	Maximum Points
1. Experience and Capability: Offeror's skill, knowledge and experience with: a. banking law, New Mexico real estate law, and contract law; b. state and federal laws relating to Single Family foreclosures and bankruptcies and mortgage lending, including but not limited to HUD and other federal housing laws;	0-30 0-15	45
2. Responsiveness to MFA and Technical Capabilities: Offeror's ability to deliver responsive, quality legal services and Offeror's availability for consultation and discussion with MFA staff or any of its representatives. a. Number of attorneys assigned to MFA matters on a priority basis; b. Offeror's technical support capabilities, office hours, and the hours in which attorneys can be reached by telephone.	0-5 0-5	10
3. References: Organizational references regarding timeliness, communication, knowledge, expertise, value of services, level of satisfaction and overall recommendation of Offeror.	0-5	5
4. Fees: Fixed Fees for specific services (Exhibit A), hourly rates, billing structure and other fees and costs. a. Hourly basis – hourly rates OR Fixed fee based on specific services (Exhibit A); AND b. Other fees and costs.	0-35 0-5	40
Maximum Points		100

Part V: Proposal Format and Instructions to Offeror

Proposals submitted to MFA must, at a minimum, contain the following information and shall be organized as follows:

1. Letter of Transmittal

Include at least the following information:

- A. Name, address and telephone number of Offeror and contact person;
- B. A signature of the Offeror or any partner, officer or employee who certifies that he or she has the authority to bind the Offeror;
- C. Date of proposal;
- D. A statement that the Offeror, if awarded the contract, will comply with the contract terms and conditions set forth in this RFP; and
- E. A statement that the Offeror's proposal is valid for ninety (90) days after the deadline for submission of proposals.

2. A statement from Offeror's primary attorney to provide legal services to MFA is licensed in the State of New Mexico.
3. Evidence submitted by Offeror that Offeror retains professional liability insurance which fulfills the requirements set forth in Part VI Professional Liability Insurance of this RFP. Possession of such coverage shall not limit Offeror's potential liability.
4. Names and resumes of the lead attorney and other key personnel including other attorneys, legal assistants and support staff to be assigned to the contract. Resumes describing the qualifications of personnel to be utilized in the performance of this contract must show, at a minimum, the person's name, education, position, and total years and types of experience relevant to the performance of the contract.
5. A detailed description of Offeror's knowledge and experience with respect to the single family mortgage banking industry, federal and state tax and real estate laws as well as rules, regulations and guidelines of both single family governmental and private mortgage insurers. Offeror must also provide a detailed description of Offeror's ability to provide legal services to MFA as set forth in Part III "Services to be Performed" above, including single family loan servicing and related matters.
6. The names and contact information for at least three (3) references for Offeror's work as counsel for a financial institution, mortgage lender or real estate enterprise. The form attached hereto as Exhibit B must be completed and submitted by each reference no later than the Proposal Due Date defined above.
7. For the last ten years, a list and description including the current disposition or status, of any litigation against Offeror or any formal or informal action taken by any bar association, state or federal securities commission, disciplinary board, or other attorney regulatory body against Offeror.
8. A detailed description of Offeror's policy regarding the resolution of conflicts of interest which arise out of Offeror's representation of clients with adverse or potentially adverse interests and Offeror's mechanism to insure that such conflicts do not arise and that if such conflicts do arise, how the Offeror intends to assist MFA in retaining counsel to represent MFA. Please include examples of the implementation of this policy and information regarding whether Offeror has a computerized management information system in place to track possible conflicts of interest.
9. A statement disclosing: (1) any political contribution or gift valued in excess of \$250.00 (singularly or in the aggregate) made by Offeror to any elected official of the State of New Mexico in the last three years, (2) any current or proposed business transaction between Offeror and any MFA member, officer, or employee, and (3) any other conflict or potential conflict which may give rise to a claim of conflict of interest.
10. A detailed description of Offeror's technical capabilities to provide responsive and professional services to MFA if the contract were awarded to Offeror (e.g., ability to prepare and respond to documents in a timely manner, expertise of administrative support staff, etc.).

11. Offeror's proposal for delivering services, including organization of responsibilities, work plan, approach, and the availability of personnel for consultation and discussion, as necessary to serve the needs of MFA.
12. A description of New Mexico financial institutions, mortgage companies or real estate firms represented by Offeror currently or in the last ten years.
13. The location of Offeror's main office and the locations of any of Offeror's branch offices.
14. A detailed description of the manner in which the Offeror is proposing to be paid for the services performed under this RFP for single family mortgage services, i.e., whether those will be provided on a fixed fee basis (based on service provided), at an hourly rate, or some other basis. A specific fee schedule for professional legal services must be included in this proposal. Please include the following information:
 - A. A list of all Offeror's employees including attorneys, paralegals and support staff who are to work on MFA matters and their specific hourly rates, and if the rate varies by the type of service, the hourly rate for different types of service
 - B. Offeror's minimum billing unit
 - C. Information regarding Offeror's ability to provide detailed monthly billings summarized by subject matter and a sample itemized bill
 - D. Whether Offeror's proposed rates are the best offered by the firm to any client
 - E. A rate schedule for those matters that would be charged on a flat rate fee basis, and a detailed breakdown of the service provided
 - F. A rate schedule for standard expenses such as per page copying charges, facsimile transmissions, overnight mail expenses and word processing charges, and a description of all other charges that would be billed to MFA under the contract, such as mileage and travel expenses, and a statement as to when such miscellaneous charges would be imposed
 - G. A narrative description of the steps routinely taken to ensure that legal representation is provided on a cost-effective basis. Discuss such matters as Offeror's policy with respect to billing for such items as intra-office consultation, research, travel, and unsuccessful attempts to reach people by telephone.
 - H. All Offerors are responsible for determining fees or costs associated with doing business in New Mexico and those costs must be included as part of the proposal.
15. In preparing Offeror's proposed fee structure, please take note of the following:
 - A. MFA invites the attention of Offeror to MFA's serious concern about the rising cost of legal services. The control and management of legal costs is the mutual concern of the Offeror and MFA. MFA requires quality professional services at a reasonable cost and the performance of only those services necessary. In evaluating proposals, MFA will consider

the methods used by the Offeror to avoid services which do not materially contribute to the overall success of the engagement.

- B. Lodging and other travel related expenses shall be reimbursed by MFA in accordance with MFA's expense reimbursement policies set forth in its Policies and Procedures Manual.
 - C. Offeror must absorb the cost of familiarizing itself with MFA programs, policies and procedures, rules, regulations and past bond issues. Program documents and any other relevant information shall be made available for Offeror's review at MFA's office in Albuquerque. MFA will not pay for such work. Indicate how much time Offeror expects to devote to familiarizing itself with MFA programs, policies and procedures, rules, regulations and provide a timetable for doing so.
 - D. Offeror must give MFA at least a three (3) year commitment on the rate schedule offered. The contract may be extended for two, one (1) year periods at the option of MFA's Board.
 - E. Offeror is required to submit itemized billing statements on a monthly basis.
16. MFA requires that Offeror be an Equal Opportunity Employer. Please state that Offeror complies fully with all government regulations regarding nondiscriminatory employment practices and please certify that Offeror will comply with all New Mexico laws regarding equal opportunity and non-discrimination.
17. Offeror shall provide MFA with written certification that Offeror is eligible to participate in any and all federal or state funded housing programs; is not currently facing disciplinary action by any federal, state or local entity; is not suspended, debarred or excluded from participation in any federal or state funded housing program; and is not listed as an excluded party on the System for award Management's list of excluded parties accessed at www.sam.gov.
18. Please provide any other relevant information which will assist MFA in evaluating Offeror's ability to provide mortgage servicing legal services to MFA.

Part VI: Principal Contract Terms and Conditions

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

Contract Term

The term of any contract awarded under this RFP shall begin the date MFA's Board of Directors approves the award and end on the third anniversary date thereafter. At the option of the Board, the contract may be extended for two one (1)-year periods under the same terms and conditions. There will be a transition period for matters in process at the beginning and the end of the contract term.

Hold Harmless and Indemnity Agreement

Contractor shall hold harmless, defend, and indemnify MFA, its members, officers, employees, and agents from and against any and all claims, liabilities, obligations, damages, costs, fees, expenses, losses

and the like, (including reasonable attorneys' fees as they are incurred) asserted by any third parties arising from or attributable to Contractor's performance of the services required under the contract. This indemnity and hold harmless agreement shall include reimbursement of all attorneys' fees, costs and expenses incurred by MFA, members, employees, or agents in defending any such action, as those fees and costs are incurred.

Assignment/ Change in Key Contractor Personnel

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

Subcontractors

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

Records and Audit

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

Budget and Billing

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

Professional Liability Insurance

Each Contractor shall maintain professional liability insurance covering all liabilities and risks inherent in Contractor's performance of the services required under the contract. Each Contractor's insurance policy must provide per claim and aggregate limits of at least two million dollars (\$2,000,000.00), must provide for a per claim/aggregate deductible in an amount reasonable for a firm of Contractor's size and financial condition, and must be in a form acceptable to MFA. Each Contractor must provide MFA with an acceptable certificate of insurance in force at the time of the inception of the contract and at each anniversary date, extension or renewal of the contract, which provides for not less than thirty (30) days'

notice to MFA of non-renewal or cancellation. Contractor shall immediately notify MFA in the event of any cancellations, modifications or changes in the amounts of coverage provided under such professional liability coverage. Failure to have, maintain and continue professional liability coverage in the amount and form specified shall be cause for immediate termination of the contract and shall not require the notice provided for in Part VI Principal Contract Terms and Conditions, Termination of this RFP.

Confidential Attorney-Client Relationship

The relationship between Contractor and MFA shall be that of attorney-client and Offeror shall be subject to the New Mexico Rules of Professional Conduct for lawyers as promulgated by the New Mexico Supreme Court. Any information developed or acquired by or furnished by Contractor in the performance of the contract shall be kept confidential and shall not be made available to any individual or organization not involved in a given transaction without the prior written approval of MFA.

Code of Conduct

Offerors must agree to be bound by MFA's Code of Conduct, which provides that no Board member or employee of MFA shall have any direct financial interest in any contract with the Offeror, nor shall any contract exist between Offeror or its affiliate with any MFA Board member or employee that might give rise to a claim of conflict of interest. Any violation of this provision will render void any contract between MFA and the Offeror for which MFA determines that a conflict of interest exists as herein described, unless that contract is approved by MFA's Board of Directors after full disclosure.

Offeror shall provide a statement disclosing any political contribution or gift valued in excess of \$250 (singularly or in the aggregate) made by Offeror or on Offeror's behalf to any elected official of the State of New Mexico currently serving or who has served on MFA's Board of Directors in the last three (3) years.

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

Equal Opportunity Compliance

Contractor agrees to abide by all federal and state laws of New Mexico, rules and regulations and executive orders pertaining to equal employment opportunity. Contractor agrees to assure that no person shall, on the grounds of race, color, age, religion, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental disability or handicap, or serious medical condition be excluded from employment with or participation in, be denied the benefits of, or be otherwise subject to discrimination under, any service performed by Offeror for MFA pursuant to this RFP.

Termination

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

Status of Contractor

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

Amendment

Any contract entered into by Contractor and MFA pursuant to this RFP shall not be altered, changed or amended except by an instrument in writing and executed by both parties. No amendment shall be effective or binding until approved by MFA.

Scope of Agreement

Any contract entered into by Contractor and MFA pursuant to this RFP shall incorporate all the agreements, covenants and understandings between the parties concerning the subject matter of the agreement and all such covenants, agreements and understandings have been merged into that written agreement. No prior understanding or agreement, verbal or otherwise, of the parties or the agents, shall be valid or otherwise enforceable unless embodied in that agreement.

Applicable Law

This RFP and any contract entered into by Contractor and MFA pursuant to this RFP shall be governed by the laws of the State of New Mexico. By submitting a proposal in response to this RFP, Offeror expressly consents to the jurisdiction of the courts of the State of New Mexico for any disputes arising from or related to this RFP or any contract entered into by Contractor and MFA pursuant to this RFP.

New Mexico Mortgage Finance Authority

Board Members

Chair, Dennis Burt – Burt & Company CPAs

Vice Chair Angel Reyes – President, Centinel Bank in Taos

Treasurer Steven Smith – President, R.O.G. Enterprises

Member John A. Sanchez – Lieutenant Governor, State of New Mexico

Member Hector Balderas – Attorney General

Member Tim Eichenberg – Treasurer, State of New Mexico

Member Randy McMillan – President, NAI First Valley Realty,
Inc.,

Management

Jay Czar, Executive Director

Gina Hickman, Deputy Director of Finance & Administration

Izzy Hernandez, Deputy Director of Programs

Jeff Payne, Senior Director of Mortgage Operations

EXHIBIT A

Following are the types and number of actions most often supported by legal services in the prior year.

Foreclosures

Foreclosure-MFA 1st Mtg - 2
Foreclosure-MFA 1st/2ndMtg – 1
Answer/Monitor - 87
Disclaimer - 72
Title policy claim - 0
Forbearance agreement - 0
Eviction action - 0

Bankruptcies

Monitor Bankruptcy - 46
Proof of Claim - 7
Motion for relief from Stay - 0
Proof of Claim Preparation -7
Plan objection - 0

Miscellaneous

Deed in Lieu of foreclosure - 1

EXHIBIT B

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The New Mexico Mortgage Finance Authority, as part of the RFP process, requires Offerors to submit at least three references from financial institutions, governmental entities, and/or mortgage servicers and at least one reference for which services sought in this RFP have been provided as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

Offeror is required to send the following reference form to each business reference provided by Offeror. The business reference, in turn, is requested to submit the Reference Form directly to: Jeff Payne, Senior Director of Mortgage Operations, MFA 344 4th Street SW, Albuquerque, NM 87102 or jpayne@housingnm.org by **October 10, 2018 at 4:00 p.m.** for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

MORTGAGE SERVICING LEGAL SERVICES RFP

ORGANIZATIONAL REFERENCE QUESTIONNAIRE FOR:

_____ (“Offeror”)

This form is being submitted to your company for completion as a business reference for the company named above, which is referred to herein as the Offeror. This form is to be returned to the New Mexico Mortgage Finance Authority via facsimile or e-mail at:

Name: Jeff Payne
 Address: 344 4th St. SW
 Albuquerque, NM 87102
 Telephone: (505) 767-2270
 Fax: (505) 243-3289
 E-mail: jpayne@housingnm.org

The completed form must be returned to MFA no later than **October 10, 2018 4:00 p.m.**, and must **NOT** be returned to the Offeror requesting the reference.

For questions or concerns regarding this form, please contact Jeff Payne at the number listed above.

Company providing reference:	
Contact name and title/position:	
Contact telephone number:	
Contact e-mail address:	
Description of services provided:	
Dates services provided (starting and ending):	
Total Revenues:	\$
Total Assets:	\$

1. How would you rate the timeliness of the legal work conducted and the communication provided?
 _____ (3=Excellent 2=Satisfactory 1=Unsatisfactory 0=Unacceptable)
 COMMENTS:

2. How would you rate how the work was executed?
 _____ (3=Excellent 2=Satisfactory 1=Unsatisfactory 0=Unacceptable)
 COMMENTS:

3. How would you rate the knowledge and technical expertise demonstrated?
 _____ (3=Excellent 2=Satisfactory 1=Unsatisfactory 0=Unacceptable)
 COMMENTS:

4. How would you rate the value added to your organization through the Offeror's services?
____ (3=Excellent 2=Satisfactory 1=Unsatisfactory 0=Unacceptable)

COMMENTS:

5. With which aspect(s) of this Offeror's services are you most satisfied?

COMMENTS:

6. With which aspect(s) of this Offeror's services are you least satisfied?

COMMENTS:

7. Would you recommend this Offeror's services?

COMMENTS: