

**New Mexico Mortgage Finance Authority  
Request for Proposals  
To Provide Underwriter Services for Single Family Housing Programs**

**Part I: Background & General Information**

**Introduction**

The New Mexico Mortgage Finance Authority (“MFA”) is a governmental instrumentality, separate and apart from the state, created by the Mortgage Finance Authority Act, NMSA Sections 58-18-1 to 27 for the purpose of financing affordable housing for low- and moderate-income New Mexico residents.

**Purpose**

The purpose of this Request for Proposals (RFP) is to solicit proposals, in accordance with the New Mexico Mortgage Finance Authority Procurement Policy, from qualified investment banking and broker/dealer firms by reason of their skill, knowledge, and experience are able to furnish Single Family Housing Underwriter services to MFA (“Offerors”). The intent of this Underwriter selection process is to select two underwriting firms, one as Senior Underwriter and the other as Co-Manager to serve the MFA for up to three years, with an option of two, one-year renewals, exercised at the discretion of MFA’s Policy Committee.

The Offerors selected as Senior Underwriter and Co-Manager will participate in MFA bond issues pursuant to a Professional Services Agreement (herein referred to as the “Contract”) to be negotiated by MFA with the Senior Underwriter and Co-Manager. From time to time there may be bond offerings and/or fees for services that will include only one underwriting firm. The MFA reserves the right to choose which underwriting firm may be appropriate to provide such services in each instance based on the best interests of the MFA.

**Questions and Answers**

Questions pertaining to this RFP and application must be submitted via the MFA website at <https://housingnm.org/rfps/rfps-rfqs>. Then under “RFP’s &RFQs,” select “Single Family Housing Bond Underwriter Services RFP.” On the Single Family Housing Bond Underwriter Services RFP page, select the “Single Family Housing Bond Underwriter Services FAQs” link. Questions will be checked on a daily basis. The FAQ will open the day after the RFP issues (August 19<sup>th</sup>, 2021) and will close on September 24<sup>th</sup>, 2021. 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, type in the two (2) words in the CAPTCHA box and click on “Send my question”. MFA will make every attempt to answer questions within two (2) business days.

**Proposal Submission**

Proposal submissions must be received no later than September 24<sup>th</sup>, 2021 at 4:00 p.m., Mountain Time. Proposals which are not received by this time will not be accepted.

Method for proposal submission:

Via E-mail: Send to [chall@housingnm.org](mailto:chall@housingnm.org) with a subject line of "Proposal to Furnish Single Family Housing Underwriter Services."

### **Proposal Tenure**

All proposals shall include a statement that the proposal shall be valid until contract award, but no more than ninety (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 posted on the MFA web site.

### **Incurred Expenses**

MFA shall 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 Offerors.

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

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

### **Offeror's Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals by submitting a written withdrawal request via email to [chall@housingnm.org](mailto:chall@housingnm.org).

### **Evaluation of Proposals, Selection and Negotiation**

Proposals will be evaluated by an Internal Review Committee made up of MFA staff using the criteria listed in Part II Minimum Qualifications and Requirements, Part III Services to be Performed, and Part IV Compensation, below, pursuant to the Evaluation Criteria and scoring shown in Part V, Evaluation Criteria. Final selection shall be made by the full Board of Directors.

MFA may provide Offerors whose proposals are reasonably likely, in MFA's discretion, to be selected, an opportunity to discuss and revise their proposals prior to award, for the purpose of obtaining final and best offers. Proposals shall be evaluated on the criteria listed in Part IV Evaluation Criteria, below.

The MFA 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. If a final contract cannot be negotiated, then MFA will enter into negotiations with the other Offeror(s). The agreed-upon draft final contract will then be referred to the Contracted Services Committee of the MFA Board of Directors for its review and recommendation, with final approval to be made by the full Board of Directors.

### **Interview**

If selected as a finalist, Offerors agree to provide MFA the opportunity to interview proposed staff members identified by the Internal Review Committee. The Internal Review Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Internal Review Committee to ask questions and seek clarifications. All requests for interviews and oral presentations shall be made in MFA's sole discretion.

### **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 between MFA and the Offeror(s) whose proposal(s) is/are accepted by MFA.

### **Proposal Confidentiality**

Offerors or 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, except in response to an inquiry initiated by the Internal Review Committee, or a request from the Board of Directors, or its Contracted Services Committee / Finance Committee for a presentation and interview. 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, including any period immediately following release of the RFP.

MFA will not disclose, discuss or otherwise make available the contents of any proposal to competing or potential Offerors prior to the expiration of the protest period, which in the event a protest is presented, shall not occur until after final determination by the Board of Directors.

### **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 especially that the date and time of proposal submission as indicated herein under "Part I Background and General Information, Proposal Submission" cannot be waived under any circumstances.

### **Responsibility of Offerors**

If an Offeror who 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. 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 his 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.

### **Protest**

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

Cooper Hall, Finance Manager  
New Mexico Mortgage Finance Authority  
344 Fourth Street S.W.  
Albuquerque, New Mexico 87102

Or:

chall@housingnm.org

The protest must be submitted to MFA within five (5) business days after the notice of award. Upon the timely filing of a protest, the Contact Person 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) business days of notice of protest. The protest process shall be:

- ◆ The protest will be reviewed by the Contracted Services Committee of MFA's Board of Directors, and that committee shall make a recommendation to the full Board of Directors regarding the disposition of the protest.
- ◆ The Board of Directors shall make a final determination regarding the disposition of the protest, which determination shall not be subject to appeal.

Offerors or their representatives shall not communicate with MFA Board of Directors or staff members regarding any proposal under consideration, except when specifically permitted to present testimony to the committee of the Board of Directors, until the protest period has expired, which if there is a protest shall not expire until final determination by the Board of Directors. A proposal will be deemed ineligible if the Offeror or any person or entity acting on behalf of Offeror attempts to influence members of the Board of Directors or staff during any portion of the RFP review process, which remains in effect until the expiration of the protest period, or does not follow the prescribed proposal and protest process.

### **Confidential Data**

Offerors may request, in writing, nondisclosure of confidential information which Offeror includes in its proposal. Such confidential information shall accompany the proposal but shall be readily separable from the proposal so as to facilitate public inspection of the non-confidential portions of the proposal. After the expiration of the protest period, which shall include final determination of any protest by MFA's Board of Directors, all proposals will be open to the public for inspection pursuant to MFA's Request to Inspect Documents Policy. Confidential information shall only include such information as is excepted under Section 14-2-1 NMSA 1978.

If MFA receives a request for inspection of its records which would require the disclosure of information identified by Offeror as confidential information, it will examine Offeror's request for confidentiality and make a written determination that specifies which portions of the proposal, including any information identified by Offeror as confidential information, shall be disclosed. MFA will provide the Offeror with a written notice of determination which details which information MFA intends to disclose and the date it shall disclose such information.

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

Only those Offerors who meet the following minimum criteria are eligible to submit a proposal pursuant to this RFP:

1. All Offerors must have at least ten years' experience in public finance in the housing industry with single family bond transactions. The Offeror for Senior Underwriter must also have substantial book running senior manager experience in housing bond financing since January 2016.
2. All Offerors must have at least three years' documented experience with at least one state housing agency that utilizes a master (open) indenture and one that utilizes a stand-alone indenture for single family transactions.
3. All Offerors must have significant financial strength and a willingness to put its capital at risk in difficult market conditions.
4. All Offerors must have demonstrated housing bond marketing capabilities.
5. All Offerors must be in compliance with all MSRB rules and meet all of the qualifications listed in The Bond Buyer's Municipal Marketplace.

Selected Offerors must also meet the following requirements:

4. Offeror shall provide a written 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.
5. Offeror shall provide a written statement disclosing any pending investigation, litigation, recent settlements or regulatory sanctions in performing professional services during the past five years involving Offeror's firm or employees or individuals or organizations involved in any third-party agreements or joint venture agreements. Describe any circumstances under which Offeror's firm or any of Offeror's members or employees have been disciplined by any professional licensing, regulatory or ethics entity. Indicate whether Offeror's firm has been involved in any capacity in litigation, investigations or regulatory proceedings involving HUD, the State of New Mexico or any agency thereof.
6. A Written certification that Offeror has read and 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 the MFA website for review at <http://www.housingnm.org/rfp>. Upon request by MFA, Offeror shall disclose information MFA may reasonably request relating to conflict or potential conflicts of interest.
7. Offeror shall provide a written certification that Offeror is an Equal Opportunity Employer and complies fully with all government regulations regarding nondiscriminatory employment practices.
8. Offeror shall provide a 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 (ies) on the System for Award Management's list of excluded parties accessed at [www.sam.gov](http://www.sam.gov); and has not been debarred by MFA.

### **Part III: Services to be Performed**

As requested by MFA, professional Underwriter services required to be provided and to be incorporated into the contract to be awarded pursuant to this RFP include, but are not limited to, the following:

**Senior Underwriter:** The Senior Underwriter will be primarily responsible for the following scope of services relating to the issuance of bonds.

1. Develop models for the analysis of financing alternatives in conjunction with MFA's Financing Team including the sizing and timing of each long term bond issue.
2. Provide recommendations regarding the structure of each issue of bonds to best achieve MFA's objectives for that transaction. This will include ideas regarding the marketing of taxable bonds, ideas for economic refunding issues, planned amortization class bonds, super-sinker maturities, pass-through structures and other concepts that will enable MFA to maximize the funds available for loans to homebuyers at the lowest reasonable mortgage rates.
3. Assist in development of documents including MFA's Preliminary and Final Official Statements, the Indenture and all program documents in conjunction with Bond Counsel and Underwriter's Counsel; and
4. Assist MFA and its Financing Team in the preparation of information regarding financing plans and issuance of bonds for rating agencies and/or investors; and
5. Provide analysis of market conditions relating to the issuance of the bonds. This information should include insights on investor demand, actual quotations for spread components and prevailing rates; and
6. Work with MFA and its Financial Advisor to develop a marketing plan, which shall include identifying appropriate institutional and retail investors, developing a sales memoranda to raise investor awareness, conducting informational meetings for investors and organizing a syndicate of investment banking firms as needed to provide efficient distribution of the bonds; and
7. Develop and maintain a New Mexico retail selling group; and
8. Be responsible for initiating the Agreement among Underwriters in conformance with the Contract; and
9. Work with MFA's Financing Team to establish bond pricing to achieve the lowest cost possible while ensuring market acceptance for future financing. Provide MFA with a consensus scale, preliminary and final pricing wires and offering scales to be reviewed and approved prior to publication; and
10. Provide a comprehensive and detailed Analysis of Distribution to document the level of participation and performance of each member of the underwriting team in selling and distribution MFA's bonds; and
11. Be responsible for the purchase of the Bonds as identified in the Contract. Provide information on orders and allotments to MFA's Financing Team as directed by the MFA; and
12. As requested, assist MFA and its Financial Advisor in the development and implementation of the bond proceeds reinvestment strategy; and
13. Assist in the closing of any securities issuance; and
14. Assist in presentations to rating agencies and potential credit or liquidity providers, MFA's Board of Directors, Legislative Oversight Committee and other public presentations as requested by MFA; and

15. Provide other underwriting services as requested by MFA.

**Co-Manager:** The Co-Manager will be primarily responsible for the following scope of services relating to the issuance of bonds:

1. Assist the Senior Underwriter to market the financing, which shall include identifying appropriate institutional and retail investors, developing sales memoranda to raise investor awareness and conducting informational meetings for investors; and
2. Assist the Senior Underwriter to price the bonds to achieve the lowest cost financing possible, while ensuring market acceptance for future financings; and
3. Be responsible for purchase of the Bonds as identified in the Contract.

**Part IV: Compensation**

Compensation of all firms, including Senior Manager and Co-Manager will be determined by the fee arrangements negotiated with the Senior Manager. Please indicate your willingness to agree to this arrangement.

**Part V: Evaluation Criteria**

MFA shall award the contract for Underwriter services for Single Family Housing Programs to the Offeror whose proposal is most advantageous to MFA. Proposals that meet the Minimum Qualifications and Requirements shall be evaluated primarily on experience and fees. Proposals shall be scored on a scale of 1 to 100 based on the criteria listed below. Please note that a serious deficiency in any one criterion may be grounds for rejection regardless of overall score.

Criteria	Point Range	Maximum Points
1. Experience and Capability: Offeror’s skill, knowledge and experience as outlined in Part VI, Section 3 of this RFP.		
a. The Offeror	0-5	5
b. Qualifications of Personnel	0-20	20
c. Financial Strength and Willingness to Put Capital at Risk	0-20	20
d. Offeror’s Underwriting Experience	0-20	20

2. Responsiveness to MFA and Technical Capabilities:  Offeror's ability to deliver Underwriting services and Offeror's availability As outlined in part VI, section 4 of this RFP.	0-20	20
3. Proposed Fees:	0-10	10
4. References	0-5	5
6. Interviews (if held)	0-5	5
<b>Maximum Points</b>	0-105	105

**Part VI: 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 – to include at least the following:
  - A. Name, address and telephone number of Offeror and name of 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.
  - E. A statement that the information submitted in and with the proposal is true and accurate;
  - F. A statement describing how long the Offeror can hold the proposed fees.
  - G. A statement that the Offeror's proposal is valid for ninety (90) days after the deadline for submission of proposals.
  
2. Disclosure and Certifications – Offeror shall provide:
  - A. A written 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.



- B. A written statement disclosing any pending investigation, litigation, recent settlements or regulatory sanctions in performing professional services during the past five years involving Offeror’s firm or employees or individuals or organizations involved in any third-party agreements or joint venture agreements. Describe any circumstances under which Offeror’s firm or any of Offeror’s members or employees have been disciplined by any professional licensing, regulatory or ethics entity. Indicate whether Offeror’s firm has been involved in any capacity in litigation, investigations or regulatory proceedings involving HUD, the State of New Mexico or any agency thereof.
- C. A Written certification that Offeror has read and shall at all times conduct itself in a manner consistent with MFA’s Code of Conduct and MFA’s Anti-Harassment Policy.
- D. A written certification that Offeror is an Equal Opportunity Employer and complies fully with all government regulations regarding nondiscriminatory employment practices.
- E. A 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 (ies) on the System for Award Management’s list of excluded parties accessed at [www.sam.gov](http://www.sam.gov); and has not been debarred by MFA.

3. Experience and Capability

A. **The Offeror:**

- i. Number of years firm has been involved in public finance for housing bonds;
- ii. Number of professionals assigned full-time to single family tax-exempt housing finance. Describe the Offeror’s public finance and trading departments, including the information requested in the following table.

	2021	2020
Number of professionals in Public Finance Department		
Number of professionals assigned full time to single family tax-exempt housing		
Number of institutional sales personnel assigned exclusively to marketing tax-exempt bonds		
Number of retail brokers who place housing bonds		

- iii. A description of your firm’s involvement in the housing industry, including any organizations with which your firm may be affiliated.
- iv. Describe any pending changes to your firm’s ownership or capital structure.
- v. Describe any situations that arose in which the Offeror was not able to fulfill the requirements of its Contract with a housing bond issuer.

**B. Qualifications of Personnel:**

- i. Provide the names, resumes and locations of the senior contact and other key personnel, including the Senior Underwriter (Head of the Syndicate Desk), to be assigned to the account for both single family bond issues. Resumes describing the qualifications of personnel to be utilized in the performance of this Contract must show, at a minimum, the person's name, location, education, position, proposed responsibilities, other housing clients to which person is assigned and in what capacity and total years of experience working with housing clients. Any changes made to the proposed team must be approved by the MFA in advance.
- ii. Describe any changes, including additions and departures in your housing group staff including the Offeror's trading department in the last two years and the impact on serving clients. In addition, please describe plans for any upcoming anticipated changes, such as retirements in your housing group staff and/or trading department.
- iii. Provide information about the availability of staff, including a description of how your firm will execute Part III: Services to be Performed. Also include your plan to fulfill Part III: Services to be Performed if the Senior Underwriter is not available at the time MFA needs to issue bonds.

**C. Financial Strength and Willingness to Put Capital at Risk:**

- i. Please include a copy of your firm's most recent audited financial statements. Audited financial statements may be included as an Exhibit. Please complete the following summary table:

	2021	2020	2019
Firm's net capital			
Firm's excess net capital			
Net capital allocated to Public Finance			
Excess net capital allocated to Public Finance			

- ii. Describe your firm's willingness to put its capital at risk in difficult market conditions for single family housing finance transactions. Please provide specific examples since January 2010 (including MFA transactions if you have been an underwriter for MFA). Offeror must demonstrate financial stability and financial ability to undertake MFA's underwriting services.

**D. Offeror's Underwriting Experience:**

- i. Provide the following summary data with respect to single family housing revenue bonds, respectively, (both tax exempt and taxable) for which your firm served as Senior Manager or Co-Manager, for each of the periods indicated in the table, below. Include a detailed

list of bond issues as an Exhibit. Indicate next to each issue the par amount, and your role either as senior manager or co-manager. Include a summary chart here as follows:

Year	Senior Manager		Co-Manager	
	# Issues	\$ Amount	# Issues	\$ Amount
2016				
2017				
2018				
2019				
2020				
2021				

- ii. Include your experience underwriting housing bonds in New Mexico, and placing housing bonds with New Mexico retail investors, since January 2015 to present. Attach detail of individual transactions.

4. Responsiveness to MFA and Technical Capabilities:

- A. Offeror’s proposal for delivering services, including organization of responsibilities, work plan, approach, and the availability of personnel for consultation, discussion and coordination with staff, and for travel both within and outside New Mexico, as necessary, to serve the needs of MFA.
- B. In addition, firms seeking consideration as Senior Manager should provide:
  - i. Strategies for Funding Single Family Mortgage Loan Programs with bond financing and other financing (such as MBS Sales, Special Products). Based on prevailing interest rates and market conditions, recommend strategies (i.e. bond finance sizing, structure, marketing or pricing, forward delivery or MBS sales, special products) designed to enable MFA to (a) offer a mix of regular low interest rate loans and higher rate down payment assistance loans with the most affordable interest rate and terms, (b) minimize total transaction costs (including negative arbitrage costs and cost of issuance for bond and/or special product financing), (c) maximize the total amount of lendable proceeds for first time homebuyers and (d) maximize the Net Present Value economic benefit to MFA of each transaction. Identify any element of your recommended strategy which you firm views as being “proprietary” or other effectively available to MFA primarily from your firm.
- C. Marketing:
  - i. Tax-Exempt Bonds - Describe, with specific examples, your firm’s particular strengths within the industry in selling tax-exempt single family housing bonds, including serials, terms, super-sinkers, pass through bond structures and other classes of bonds. Describe

with specific examples, your firm’s particular strengths in selling housing bonds to New Mexico investors. Describe your firm’s distribution system.

- ii. Taxable Bonds - Describe your firm’s particular capabilities for marketing taxable single family bonds. Describe the approaches you have taken and, with examples, illustrate what distinguishes your firm from others in selling such bonds.
- iii. Given the challenges of the financial markets, discuss how your firm will provide the lowest cost of capital to MFA, including procedures for establishing bond sale yields and takedowns for MFA debt relative to other housing issues.
- iv. Describe procedures that would be established to ensure good communication during the pricing of a transaction to all members of the underwriting team, including the selling group, to ensure efficient and equitable access to all bonds.

5. Fees: MFA understands the Takedown and risk components of underwriter discount are “market-driven” costs and may fluctuate depending upon market conditions. Based upon market conditions as of August 11, 2021, provide the following information:

A. Single Family Bond Issue: Please complete the following table, assuming a 30-year, \$40 million fixed-rate tax-exempt traditional structure with par serial bond maturities out to 12 years, par term bonds maturities of 15, 20, 26 and 32 years and premium PAC bonds maturing in approximately 32 years with an average life of five to six years issued under MFA’s 2005 Master Indenture (assuming a “Aaa” bond rating). For each of the par term bonds, indicate the extent to which the Takedowns could be reduced by offering those bonds only to institutional investors (it is assumed the premium PAC bonds would be offered only to institutional investors). In addition provide an estimate of the Takedown (in dollars per thousand) your firm would recommend for a pass through \$40 million single family bond issue. Compensation is paid only upon the successful closing of an issuance.

Underwriter Compensation (in dollars per thousand):

Takedown	\$ _____
Expenses:	_____
Underwriter Counsel*	_____
MSRB, DTC, CUSIP, etc.	_____
Federal Funds/Syndicate Wires	_____
Other (explain)*	_____
 Total per Bond	 _____

\*Indicate the law firm that you would use as Underwriter’s Counsel

\*\*Other (Explain): \_\_\_\_\_

Note that the final fee schedule shall be subject to negotiation. MFA expects Underwriter’s expenses and costs of issuance to be kept at an absolute minimum.

Please provide a statement indicating that the Offeror, if selected, would comply with MFA's Business Travel and Meal Expense Policies and Procedures, which can be reviewed at <http://www.housingnm.org/rfp>. MFA also reserves the right to request supporting documentation from the Offeror prior to paying any expenses.

6. References:

- A. Offeror shall provide names of at least three references from state housing finance agencies who have worked with the same primary personnel proposed, and for which the Offeror underwrites as Senior Underwriter and provide three references for which the Offeror underwrites as Co-Manager for single family transactions.
- B. The Offeror shall provide the form attached hereto as **Exhibit A** to all references.

7. Additional Information:

- C. Compensation of all firms, including Senior Manager and Co-Manager will be determined by the fee arrangements negotiated with the Senior Manager. Please indicate your willingness to agree to this arrangement.
- D. Describe the safeguards the organization has in place to prevent unauthorized disclosure, misuse, alteration, destruction or other compromise of information. Include a description of the following processes:
  - i. Data security management and related employee training;
  - ii. Information systems, including network and software design, as well as information processing, storage, transmission and disposal; and
  - iii. Detecting, preventing and responding to attacks, intrusions, or other systems failures.
- E. Please provide any other relevant information which will assist MFA in evaluating Offeror's ability to provide underwriter services to MFA.

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

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

**Contract Term**

The term of the Underwriting Services Contract shall begin the date the MFA Board of Directors approves the award and end November 30, 2024. At the option of the Policy Committee, the contract may be extended for two, one-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 Indemnification.** Offeror shall indemnify, defend, and hold harmless MFA and the State of New Mexico, its officers, directors, agents, employees, successors and permitted assigns (each, a "MFA Indemnitee") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including attorneys' fees, that are incurred by a MFA Indemnitee (collectively,

“Losses”) arising out of or related to any third party claim alleging (i) breach or non-fulfillment of any provision of this Agreement by Offeror or Offeror’s personnel; (ii) any negligent or more culpable act or omission of Offeror or Offeror personnel, including any reckless or willful misconduct, in connection with the performance of Offeror’s obligations under this Agreement; (iii) any bodily injury, death of any person, or damage to real or tangible, personal property resulting from willful, fraudulent, or negligent acts or omissions of Offeror or Offeror personnel, or (iv) any failure by Offeror or its personnel to comply with any applicable federal, state or local laws, regulations, or codes in the performance of its obligations under this Agreement. Offeror shall further defend, indemnify, and hold harmless the MFA Indemnitees from and against any and all claims that any of the Services or deliverables or MFA’s receipt or use thereof infringes any intellectual property right of a third party.

Permitted Subcontractors. Offeror shall obtain MFA’s written approval, which approval shall be given in MFA’s sole discretion, prior to entering into any agreements with or otherwise engaging any person, including all subcontractors, other than Offeror’s employees, to provide any Services to MFA (each such approved subcontractor or other third party, a “Permitted Subcontractor”). MFA’s approval shall not relieve Offeror of its obligations under the Agreement, for any reason, including but not limited to Permitted Subcontractor’s bankruptcy, insolvency, or other inability to perform the services required under any subcontract, an Offeror shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Offeror’s own employees. Nothing contained in this Agreement shall create any contractual relationship between MFA and any Permitted Subcontractor or supplier. Offeror shall require each such Permitted Subcontractor to be bound in writing by the confidentiality and intellectual property assignment provisions of this Agreement.

Records. Maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Offeror in providing the Services in such form as MFA shall approve. During the Term and for a period of two years thereafter, upon MFA’s written request, Offeror shall allow MFA or MFA’s representative to inspect and make copies of such records and interview Offeror personnel in connection with the provision of the Services. MFA shall have the right to audit bills submitted to MFA under this Agreement both before and after payment. Payment under this Agreement shall not foreclose the right of MFA to recover excessive and/or illegal payments.

Payment. Payment shall be made to Offeror at the times, and in the amounts, that shall be set forth in a Service Agreement between MFA and Offeror.

Insurance. Offeror shall procure and maintain at its expense until final payment by MFA for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the state of New Mexico, covering all operations under this Agreement, whether performed by the Offeror or its agents. Before commencing the Services, and on the renewal of all coverages, the Offeror shall furnish to MFA a certificate or certificates, providing for not less than thirty (30) days’ notice to MFA of non-renewal or cancellation, in form satisfactory to MFA showing that it has complied with this Sub-Section. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than workers’ compensation, MFA shall be named an additional insured. Kinds and amounts of insurance required are as follows:

- i. Commercial General Liability insuring the activities of Offeror under this Agreement with limits no less than \$750,000 per occurrence and \$750,000 in the aggregate, and with a claim/aggregate deductible in an amount reasonable for a firm of Offeror’s size and financial condition, in a form acceptable to MFA.
- ii. Professional Liability covering all liabilities and risks inherent in Offeror’s performance of the services required under this Agreement, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and with a

claim/aggregate deductible in an amount reasonable for a firm of Offeror's size and financial condition, in a form acceptable to MFA.

Equal Opportunity Data. The Offeror will maintain data relative to "Equal Opportunity" as related to Minority Business Enterprises ("MBE") and Women Business Enterprises ("WBE"). At a minimum, such data shall include the number and dollar value of MBE/WBE contracts and subcontracts awarded. This data is required to be reported to MFA annually in the format prescribed MFA and is due to MFA each year at a time to be determined by MFA in its sole discretion.

Termination. If, in the judgment of MFA, the Offeror, for any cause, fails or omits to carry out the Work in an acceptable manner MFA may give notice in writing of such failure or omission and of a reasonable time within which to cure the deficiency. The Successful Offeror shall take corrective measures within such time. The Successful Offeror's failure to comply with such notice and to cure the deficiency as provided in the notice shall subject this Agreement to immediate termination by MFA. In the event of a for-cause termination, MFA shall terminate this Agreement by delivering to Architect a written notice of termination. The effective date of termination shall be the date stated in the notice or, if no date is stated, then the date of delivery of the notice. Upon such termination, Successful Offeror shall deliver to MFA all design plans, construction estimates, drawings, documents, survey books, and all other materials developed under this Agreement. MFA shall then have the right to retain the services of other design professionals to complete Successful Offeror's Work under this Agreement, and shall have no obligation to seek bids for that replacement design professional(s). The cost of completing Successful Offeror's Work under this Agreement shall be paid for by applying the balance of the contract amount remaining on this Agreement at the time of termination. If the cost to complete the Work under this Agreement is less than the remaining contract amount, the remaining contract amount shall be paid to Successful Offeror. If the cost of completing the Work under this Agreement exceeds the contract amount, then Successful Offeror shall pay MFA for the difference between the contract amount and the cost to complete Successful Offeror's Work.

Termination for convenience of MFA. On fifteen (15) business day's written notice to Successful Offeror, MFA may terminate this Agreement in whole or in part for its own convenience in the absence of termination for cause or any default of Successful Offeror. In the event of a termination for convenience, MFA shall terminate this Agreement by delivering to Successful Offeror notice of termination without cause specifying the extent to which performance of Work under this Agreement is terminated and the date upon which such termination becomes effective. Within ten (10) calendar days of the effective date of termination, Successful Offeror shall deliver to MFA all design plans, construction estimates, drawings, documents, survey books and any or all other materials developed under this Agreement. Upon delivery of such notice, Successful Offeror shall have the right to receive payment for services satisfactorily performed to termination date, including reimbursement then due.

All Offerors must be in good standing with MFA and all other state and federal affordable housing agencies. For example, debarment from HUD, MFA or other federal housing programs, bankruptcy, criminal indictments or convictions, poor performance on prior MFA or federally-financed Projects on the part of any Offeror may result in termination of this Agreement.

Independent Offeror. The nature of the Offeror's and its staff's relationship to MFA will be that of an independent contractor, and the Offeror will not be deemed an agent, employee or servant of MFA. The compensation agreed upon by MFA and the Offeror will not be subject to withholding from taxes, F.I.C.A., or otherwise, and nothing in this Agreement burdens MFA with the duties of an employer concerning the Offeror and its staff under any state worker's compensation laws, state or federal occupational health and safety laws, or any other state or federal laws. The Offeror and its staff will not participate in any of the fringe benefits generally made available by MFA to its officers or employees. MFA will not provide the Offeror office space, clerical help, office supplies or the like except as mutually agreed to by MFA and the Offeror. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or

other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

Awards to Other Offerors. The Offeror shall not assign or transfer any rights, duties, obligations or interest in or to the proceeds of this Agreement without the prior written approval of MFA. If approved, any assignee will be subject to all terms, conditions and provision of this Agreement. No such approval by MFA of any assignment shall obligate MFA for payment of amounts in excess of the Program Funds. In accordance with 2 CFR 200.213, Offeror shall not make any awards or permit any award (subcontract or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible to participate in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."

Intellectual Property Rights; Ownership. MFA is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the deliverables provided pursuant to the provision of the Services, including all Intellectual Property Rights therein. Offeror agrees, and will cause its Offeror personnel to agree, that with respect to any deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such deliverables are hereby deemed a "work made for hire" for MFA. To the extent that any of the Deliverables do not constitute a "work made for hire", Offeror hereby irrevocably assigns, and shall cause the Offeror personnel to irrevocably assign to MFA, in each case without additional consideration, all right, title, and interest throughout the world in and to the deliverables, including all Intellectual Property Rights therein. The Offeror shall cause the Offeror personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such Offeror personnel may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the deliverables. Upon the request of MFA, Offeror shall, and shall cause the Offeror personnel to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist MFA to prosecute, register, perfect, or record its rights in or to any deliverables.

Confidential Information. Simultaneous herewith, Offeror shall enter into a Non-Disclosure Agreement with MFA under which Offeror shall agree Offeror will not, during the term of this Agreement, or thereafter, without the written consent of MFA, disclose to anyone, or use for Offeror's own account, any confidential information concerning the businesses or affairs of MFA. Offeror will retain all such knowledge and information respecting such confidential information in trust for the sole benefit of MFA. Upon termination of this Agreement, Offeror will deliver to MFA all writings relating to or containing confidential information or destroyed with destruction certified by the receiving Party.

Remedies. Offeror recognizes that irreparable injury would be caused by any breach of any of the provisions of this Agreement by Offeror. MFA, in addition to all other rights and remedies at law or equity as may exist in its favor, will have the right to enforce the specific performance of the provisions of this Agreement and to apply for injunctive relief against any act that would violate any such provisions. Offeror shall reimburse MFA for all costs and expenses, including reasonable attorney fees incurred by MFA by reason of Offeror's breach of this Agreement. Nothing herein shall be read to limit Offeror's remedies in the event of a breach of this Agreement by the MFA.

Licenses/Compliance with Laws and Regulations. Before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services.

Compliance with MFA Rules, Regulations and Policies. Comply with, and ensure that all Offeror personnel comply with, all rules, regulations, and policies of MFA that are communicated to Offeror in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures.



Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of New Mexico. Any legal suit, action, or proceeding arising out of, or related to, this Agreement or the Services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of New Mexico in each case located in the city of Albuquerque and County of Bernalillo, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

## **New Mexico Mortgage Finance Authority**

### **Board Members**

Chair Angel Reyes – President, Centinel Bank in Taos  
Vice Chair – Derel Valdo – Chief Executive Officer, AMERIND Risk  
Treasurer Rebecca Wurzbarger – Strategic Planning Consultant  
Member Howie Morales – Lieutenant Governor, State of New Mexico  
Member Hector Balderas – Attorney General, State of New Mexico  
Member Tim Eichenberg – Treasurer, State of New Mexico  
Member Rosalyn Nguyen Chafey – Attorney

### **Management**

Isidoro Hernandez, Executive Director/  
Chief Executive Officer and Secretary  
Stephanie Yara, Chief Financial Officer  
Donna Maestas-De Vries, Chief Housing Officer  
Jeff Payne, Chief Lending Officer

## **EXHIBIT A**

### **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 whom Single Family Housing Underwriter has 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. The Offeror will send the following reference form to each business reference listed in Offeror's proposal.

**SINGLE FAMILY HOUSING UNDERWRITER SERVICES RFP**

**ORGANIZATIONAL REFERENCE QUESTIONNAIRE FOR:**

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

Name: Cooper Hall  
Address: 344 4<sup>th</sup> St. SW  
Albuquerque, NM 87102  
Telephone: (505) 767-2284  
Fax: (505) 243-3289  
E-mail: chall@housingnm.org

No later than September 24th **4:00 p.m. Mountain Time**, and must **NOT** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the individual first named 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):	

1. How would you rate the timeliness of work conducted and information requested?

\_\_\_\_ (3=Excellent 2=Satisfactory 1=Unsatisfactory 0=Unacceptable)

COMMENTS:

2. How would you rate how the work was planned and 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 recommendations?

\_\_\_\_\_ (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: