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# New Mexico Mortgage Finance Authority

# Request for Proposal

**For Graphic Design and Creative Services**

November 2022

# TABLE OF CONTENTS

### Part I: Background & General Information 3

### Introduction3

### Purpose 3

### Questions and Answers 3

### Proposal Submission 3

### Proposal Tenure 3

### RFP Revisions and Supplements 3

### Incurred Expenses 4

### Cancellation of Requests for Proposal or Rejection of Proposals 4

### Evaluation of Proposals, Award Notice and Negotiation 4

### Award Notice 4

### Proposal Confidentiality 4

### Irregularities in Proposals 4

### Responsibility of Offerors 5

### Protest 5

### Confidential Data…………………………………………………………………………………………………………………5

### Timeline for Offeror Selection 6

### 

### Part II: Minimum Qualifications and Requirements 6

### Part III: Services to be Performed 7

### Part IV: Evaluation Criteria 7

### Part V: Proposal Format and Instructions to Offeror 8

### Part VI: Principal Contract Terms and Conditions 10

### Exhibit A: Organization Reference Questionnaire 14

### Exhibit B: Third-Party Code of Conduct 18

# New Mexico Mortgage Finance Authority

# Request for Proposals

**To Provide Graphic Design and Creative Services**

### **Part I: Background & General Information**

## Introduction

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

## Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals, in accordance with the New Mexico Mortgage Finance Authority Procurement Policy, from qualified graphic design firms which by reason of their skill, knowledge, and experience are able to furnish graphic design and creative services to MFA in order to promote its name and its affordable housing programs (“Offerors”).

**Questions and Answers**

Questions pertaining to this RFP and application must be submitted via the MFA website at [www.housingnm.org/rfp.](http://www.housingnm.org/rfp) Or, go to [www.housingnm.org](http://www.housingnm.org), click on the “RFPs” tab at the bottom of the page  and select the “Graphic Design Services RFP” link. On the Graphic Design Services RFP page, select the “Graphic Design Services FAQs” link.  Questions will be checked on a daily basis. The FAQ will open the day after the RFP issues and will close at 4 p.m., Mountain Time on Friday, December 9, 2022.  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 words and/or numbers 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

One hard copy and one electronic copy of a proposal must be received by MFA at our office located at 344 Fourth Street SW, Albuquerque, NM 87102 and pdahlgren@housingnm.org no later than December 19, 2022 at 4 p.m., Mountain Time. Proposals shall be in sealed envelopes marked “Response to Graphic Design and Creative 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 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 and may reject all proposals (or any proposal) which are/is not responsive.

## Evaluation of Proposals, Selection 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, below, with final selection to 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 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.

# 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 negotiation 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 for a presentation and interview. 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, including any period immediately following release of the RFP.

Until the award is made, notice given to all Offerors, and a contract is executed between MFA and Offeror, MFA will not disclose the contents of any proposal or discuss the contents of any proposal with an Offeror or potential Offeror, so as to make the contents of any offer available to competing or potential Offerors.

# 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 its 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 Performance Agreement pursuant to this RFP may protest to the MFA. The protest must be written and addressed to:

Paul Dahlgren, Director of Communications and Marketing

New Mexico Mortgage Finance Authority

344 Fourth St. SW

Albuquerque, NM 87102

The protest must be delivered to MFA within five (5) calendar 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) calendar days of notice of protest. The protest process shall be:

* The protest will be reviewed by the applicable 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.

MFA will issue a notice of determination relating to the protest within a reasonable period of time after submission of the protest. The determination by MFA shall be final.

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

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

**Timeline for Offeror Selection**

MFA will make every effort to adhere to the following anticipated schedule for recommended Offeror selection:

|  |  |  |
| --- | --- | --- |
| **DATE** | **ACTIVITY** | **RESPONSIBILITY** |
| November 16, 2022 | RFP goes to Board of Directors for approval | MFA |
| November 17, 2022 | Issuance of RFP | MFA |
| December 9, 2022 | RFP FAQ closes – deadline to submit questions | Offerors |
| December 19, 2022 | Submission of Proposals Due | Offerors |
| January 17, 2023 | Award Recommendation to Board of Directors | MFA |
| January 18, 2023 | Notification of Awards | MFA |
| January 25, 2023 | Protest Deadline | Offerors |

### **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 demonstrate expertise in the design, creation and execution of printed or electronic materials that integrate a core brand concept/theme and design elements in a consistent, cohesive way across a variety of mediums including print, web and advertising for, but not limited to, the housing/financial services industry.
2. All Offerors must have expertise in maintaining and evolving multi-level branding systems within an existing brand concept.
3. All Offerors must have experience planning, designing and optimizing large, multi-page websites that provide a common, accessible structure across multiple departments and programs using a robust, easy-to-use content management system, preferably Expression Engine.
4. All Offerors must demonstrate expertise in developing event branding for large-scale events such as: a design system for collateral, event website, promotional materials, signage, etc.
5. All Offerors must have experience in the design and production of documents with 25+ pages.
6. All Offerors must be proficient in Adobe Illustrator, InDesign, Photoshop, Expression Engine, Mail Chimp and Hubspot, preparing final art files for printers, fabricators, web developers, etc., and have the capacity to manage and provide quality control to projects from start to finish.
7. All creative concepting, design, artwork production and project management must be performed by in-house staff directly employed by the Offeror (not a sub-contractor) unless MFA has received prior written notice and has given its approval.

Selected Offerors must also meet the following requirements:

1. 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.
2. 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.
3. A Written certification that Offeror has read and shall at all times conduct itself in a manner consistent with MFA’s Code of Conduct, MFAs THIRD-PARTY CODE OF CONDUCT and MFA’s Anti-Harassment Policy. A copy of MFA’s NEW MEXICO MORTGAGE FINANCE AUTHORITY THIRD-PARTY CODE OF CONDUCTand 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.
4. Offeror shall provide a written certification that Offeror is an Equal Opportunity Employer and complies fully with all government regulations regarding nondiscriminatory employment practices.

**Part III: Services to be Performed**

Offerors may respond to this RFP to provide graphic design and creative services for MFA and its programs.

As requested by MFA, professional graphic design and creative services REQUIRED to be provided under, and to be incorporated into, the contract to be awarded pursuant to this RFP include, but are not limited to, the following:

1. Work within the existing brand concept and style guides to create and produce new print and electronic materials that include but are not limited to brochures, e-blasts, print ads, digital ads, annual reports, newsletters, holiday cards, posters, trade show materials and training documents.
2. Make ongoing updates to existing print and electronic materials within two business days. On occasion, make updates to existing print or electronic materials and/or provide working/layered files for modification of projects that have short turnaround times or need more immediate updates.
3. Design and produce print ads and digital ads within existing brand parameters within four business days.
4. Work the Director of Communications and Marketing to update and website design and system that unifies the content in an accessible way within the existing brand concept; manage the development and build-out of the website.
5. Provide the following for one large event each year while maintaining the integrity of the existing brand: event concept, theme, name and tagline; event website design and development; inclusive branding system that includes but is not limited to print and electronic event collateral; directional and promotional on-site signage; stage design and production; agendas and nametags; and giveaways.
6. Design and produce large documents that include but are not limited to: event programs that includes 100+ speaker bios, 50+ session descriptions and 40+ vendor ads in multiple sizes; housing services directory with more than 600 entries and 100 agency descriptions.
7. Produce graphics, photographs and illustrations that convey the existing brand concept.
8. Create and produce interior and exterior building signage.

### **Part IV: Evaluation Criteria**

MFA shall award the contract for graphic design and creative services to the Offeror whose proposal is most advantageous to MFA. Proposals 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.

**Additional Preference Criterion:  New Mexico Resident Business**

A New Mexico Resident Business, for the purposes of MFA’s Procurement Policies, is defined as one in which the majority of the Offeror’s employees who would perform the services to be performed pursuant to the relevant procurement reside in New Mexico.  If an Offeror is seeking preference points as a New Mexico Resident Business, the Offeror’s proposal must include: (1) evidence that the Offeror is licensed to do business in New Mexico; and, (2) a representation that the majority of the Offeror’s employees who would perform the services to be performed reside in New Mexico.

|  |  |  |
| --- | --- | --- |
| **Criteria** | **Point**  **Range** | **Maximum**  **Points** |
| 1. Key Personnel and Availability of Personnel | 0-15 | 15 |
| 2. Experience and Work Samples | 0-30 | 30 |
| 3. Technical Capabilities | 0-20 | 20 |
| 4. Responsiveness | 0-15 | 15 |
| 5. Fees:   1. Hourly Rates 2. Other fees and costs | 0-15 | 15 |
| 6. New Mexico Resident Business | 0 or 5 | 5 |
| **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:
   1. Name, address and telephone number of Offeror and name of contact person.
   2. A signature of the Offeror or any partner, officer or employee who certifies that he or she has the authority to bind the Offeror.
   3. Date of proposal.
   4. A statement that the Offeror, if awarded the contract, will comply with the contract terms and conditions set forth in this RFP.
   5. 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:
3. 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.
4. 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.
5. Offeror shall sign and abide by the NEW MEXICO MORTGAGE FINANCE AUTHORITY THIRD-PARTY CODE OF CONDUCT(EXHIBIT B).
6. A written certification that Offeror is an Equal Opportunity Employer and complies fully with all government regulations regarding nondiscriminatory employment practices.
7. **Insurance** Proof of professional liability insurance of at least $1,000,000.
8. **Key Personnel and Availability of Personnel**
   1. Names and professional bios for each of the business owner(s), key personnel including lead creative and design staff, and support staff to be assigned to the account. Bios must show, at a minimum, the person’s name, education, position, office location (city, state), total years of experience, core competencies and types of experience relevant to the performance of the contract.
   2. Describe the Offeror’s policy regarding access to owners and key personnel for all aspects of work from new project development to routine collateral maintenance.
9. **Experience and Work Samples**
   1. Demonstrate the Offeror’s experience in designing and producing a variety of branding and marketing materials by providing the following:
      1. At least five examples of print materials created in-house, preferably for a housing-related industry, that include, but are not limited to, training materials, brochures, advertisements and/or annual reports. Either printed samples or images are acceptable.
      2. At least three examples of electronic materials you have created in-house, preferably for a housing-related industry, that include, but are not limited to, e-newsletters, digital marketing, e-invites.
   2. Demonstrate the Offeror’s experience with design and branding by providing at least three examples of printed or electronic documents, preferably at least one related to the housing/financial services industry, which demonstrates a cohesive and consistent visual theme and design through all aspects of a brand.
   3. Provide a narrative description and examples of a large event for which the Offeror provided graphic design and creative services.
   4. Provide a list of New Mexico businesses for which the Offeror currently works or performs services as well as those businesses for which the Offeror has worked or performed services in the last ten years.
10. **Technical Capabilities** 
    1. Demonstrate experience in planning, designing and producing a large website by providing at least one URL for a large website the Offeror has designed. Describe the process used to organize, plan and execute the project.
    2. Provide a narrative description of the work flow and QC process the Offeror uses to produce a 50+ page document through several rounds of design and text edits.
11. **Responsiveness**
    1. Describe how the Offeror’s will deliver graphic design and creative services in a way that will serve the on-going needs of MFA in a timely manner:
       1. Organization of work plan, approach to individual projects, and the availability of personnel for consultation and discussion.
       2. Typical turnaround times for the following: routine collateral updates; edits to a larger project; proposals for new marketing materials.
       3. How available are key personnel via phone? Email? To attend a meeting?
12. **Fees** 
    1. Services performed under this RFP for graphic design and creative services will be provided on an hourly basis. Hourly rates for all graphic design and creative services must be included in this proposal. Please detail if the services are provided as one blended rate for all services or provide a detailed rate schedule identifying the rates for the different services offered within the scope of the contract. (i.e. different costs for working with a senior copywriter/principal vs. a junior copywriter/designer.)
    2. The Offeror must also provide a rate schedule for expenses that fall outside of hourly billing rates such as per-page copying charges, proofreading, providing proofs and mock-ups, original photography, multiple text or design edits, overnight mail expenses and a description of any other charges that would be billed to the MFA under the contract. A statement as to when such additional charges would be imposed must also be provided. Please use table format as illustrated to list out these prices.

|  |  |
| --- | --- |
| Service | Price |
|  |  |
| Photocopies |  |
| Telephone Charges |  |
| Original Photography |  |
| Stock Art |  |
| Proofs and Mock-ups |  |
| Mailing and Express Delivery |  |
| Proofreading |  |
| Copy Writing |  |
| Multiple Edits |  |
| Other |  |

* 1. Demonstrate the Offeror’s ability to provide detailed monthly billings summarized by project and provide a sample itemized bill.
  2. Offeror must absorb the cost of familiarizing itself with MFA’s mission, programs and public image as well as the existing branding system including color pallet, fonts and design style. 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 the items outlined above and provide a timetable for doing so.
  3. Lodging and other travel related expenses shall be reimbursed by MFA in accordance with MFA expense reimbursement policies set forth in its Policies and Procedures Manual.

1. **References**
   1. Offeror shall provide references for Offeror’s work with or for current or previous clients
   2. Offeror shall provide at least three references for whom Offeror has performed design, creative and/or branding services.
   3. MFA shall provide the form attached hereto as **Exhibit A** to all references and seek feedback regarding their experience working with Offeror.
2. **New Mexico Resident Business**
3. Evidence that the Offeror is licensed to do business in Mexico.
4. Representation that the majority of Offeror’s employees who would perform the services to be performed reside in New Mexico.
5. **Affirmative Actions** MFA requires that Offeror be an Equal Opportunity Employer. Please state that Offeror complies fully with all government regulations regarding nondiscriminatory employment practices.

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

Awards shall be contingent upon successful negotiation of a final contract between MFA and the Offeror whose proposal is accepted by MFA. This RFP in no manner obligates MFA to disburse any funds to any Offeror until a valid written contract is fully executed and all conditions of disbursement have been met.

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 Graphic Design and Creative Services Contract shall begin the date the MFA Board of Directors approves the award and end One year following the approval date. At the option of the Board, the contract may be extended for two, one-year periods under the same terms and conditions. There will be a transition period when open projects and files will be transferred at the beginning and the end of the contract term.

**Ownership of Files**

Any digital design or production files designed for MFA, as part of this contract, will be fully owned and retained by MFA. Upon request, MFA will have access to layered or working files for all design files created. Upon completion of the contract term, all files must be transferred to MFA via an online file transfer services such as Dropbox or a physical hard drive of all files.

**Hold Harmless and Indemnity Agreement**

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

**Assignment/Change in Key Contractor Personnel**

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

**Code of Conduct**

No MFA 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 the MFA Board of Directors after full disclosure.

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 the MFA Code of Conduct and MFA’s Anti-Harassment Policy. A copy of the MFA Code of Conduct and MFA’s Anti-Harassment Policy is posted on the MFA web site for review at http:\\www.housingnm.org/rfp. Upon request by MFA, Offeror shall disclose information MFA may reasonably request relating to conflict or potential conflicts of interest.

**Termination**

This agreement 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, the MFA Board may negotiate and award the remaining term(s) of the contract using the proposals submitted in this RFP.

**Status of Contractor**

The Contractor and its agents and employees are independent contractors performing services for 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 as a result of this RFP.

**Amendment**

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

**Scope of Agreement**

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

**Applicable Law**

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

**New Mexico Mortgage Finance Authority**

|  |  |  |
| --- | --- | --- |
| **Board Members** |  | |
|  | | |
| Chair Angel Reyes – President, Centinel Bank in Taos  Vice Chair – Derek Valdo – Chief Executive Officer, AMERIND Risk | | |
| Treasurer Rebecca Wurzburger – Strategic Planning Consultant | | |
| Member Howie Morales – Lieutenant Governor, State of New Mexico | | |
| Member Hector Balderas – Attorney General, State of New Mexico | | |
| Member Tim Eichenberg – Treasurer, State of New Mexico | | |
| Member Patricia Sullivan – PhD, Associate Dean, New Mexico State University College of Engineering | | |
|  | | |
| **Management** | |  |
| Isidoro Hernandez, Executive Director/CEO | |  |
| Donna Maestas-De Vries, Chief Housing Officer  Jeff Payne, Chief Lending Officer  Lizzy Ratnaraj, Chief Financial 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 past or current clients for whom the Offeror has performed design, creative and/or branding services. 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. MFA will send the following reference form to each business reference listed in Offeror’s proposal.

**GRAPHIC DESIGN AND CREATIVE SERVICES RFP**

**ORGANIZATIONAL REFERENCE QUESTIONNAIRE FOR:**

**­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_RGANIZATION REFERENCE QUESTIONNAIRE FOR:  
ed proposal. Business references provided may be contacted for validation of content**

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: \_Paul Dahlgren\_\_\_\_\_\_\_\_\_\_

Address: 344 4th St. SW

Albuquerque, NM 87102

Telephone: \_505-767-2248

Fax: (505) 243-3289

E-mail: pdahlgren@housingnm.org

No later than December 9, 2022 at **5:00 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:

1. How would you rate how the work was planned and executed?

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

COMMENTS:

1. How would you rate the knowledge and technical expertise demonstrated?

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

COMMENTS:

1. How would you rate the value added to your organization through the Offeror’s recommendations?

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

1. Would you recommend this Offeror’s services?

COMMENTS:

**EXHIBIT B**

**NEW MEXICO MORTGAGE FINANCE AUTHORITY**

**THIRD-PARTY CODE OF CONDUCT**

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

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

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

**"MFA Management"** means the Executive Director/Chief Executive Officer, Chief Housing Officer, Chief Financial Officer, Chief Lending Officer and Director of Human Resources employed by MFA.

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

1. **Conflicts of Interest.** Third Parties should avoid engaging in any activity that would conflict, interfere, or even create the appearance of a conflict with their business with MFA. Third Parties must disclose any potential conflicts to MFA in writing as soon as practicable upon discovery or recognition. Examples of potential conflicts include, but are not limited to:

* Engaging in a conflict-of-interest transaction prohibited by Section F of MFA’s Code of Conduct, which can be found at: (website reference to be added)
* Providing gifts and entertainment to any MFA Employee, MFA Management or MFA Member in an attempt to improperly influence MFA business decisions.

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

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

1. **Anti-Discrimination and Anti-Harassment Policy.** MFA is committed to maintaining an employment environment in which all individuals are treated with respect and dignity and expects the same from Third Parties doing business with MFA. MFA expects that Third Parties will maintain a workplace where employment-related decisions are based on performance, ability, or other legitimate, non-discriminatory bases and are never based on race, color, national origin, ancestry, citizenship status, religion, sex, sexual orientation, gender identity, age, physical or mental disability, serious medical condition, marital status, status with regard to public assistance, veteran status, or any other legally-protected status.

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

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

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

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

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

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

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

1. **Onsite Visitor Requirements.** While on MFA’s premises, Third Parties must comply with all MFA rules and procedures, including security measures and requests. These may include but are not limited to:

* Registering with reception.
* Accessing only authorized areas unless accompanied by an MFA Employee.
* Promptly reporting known security violations and property loss or damage.
* Complying with all MFA facility requirements, including maintaining a substance-free and violence-free workplace.
* Any public health and safety policies in effect, including wearing a face mask.

1. **Compliance with Laws, Regulations, Policies and Procedures and Contracts.**  All Third Parties must comply with all applicable state and federal laws, codes, and regulations and MFA’s policies and procedures to the extent applicable to the Third-Party and must not violate any terms and conditions established by contract with MFA.
2. **Business Integrity.** Any and all forms of illegal or inappropriateactivity by a Third-Party doing business with MFA, including, but not limited to, corruption, misrepresentation, extortion, embezzlement, or bribery, are strictly prohibited and may result in termination of any or all agreements with MFA.

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OFFEROR ACKNOWLEDGMENT

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