

**New Mexico Mortgage Finance Authority
Request for Proposals
To Provide Construction Services (Updated 8/15/2023)**

Part I: Background & General Information

See update to [Sequence of Selection Process Events](#) on page four of this RFP

Introduction

The New Mexico Mortgage Finance Authority (“MFA” and/or “Owner”) 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 general contractors by reason of their skill, knowledge, and experience that are able to furnish construction services to MFA (“Offerors”) to renovate MFA’s new headquarters located at 7425 Jefferson St. NE, 87109.

Project Description

This project is an interior renovation of the 2-story, ±44,978 square feet REDW Building at 7425 Jefferson Street NE. There is no change of occupancy associated with this project. The renovation is considered a Level 3 Alteration based on the International Existing Building Code. Currently, a majority of the building is unoccupied, except as noted below.

The renovated building will house new private offices, new open office areas, new conference rooms, a new Board Room on the second floor and new support spaces. New metal stud partitions, ceilings, finishes, painting, wallcovering, casework, doors, manual and automatic blinds, plumbing fixtures, power distribution, interior lighting, and modifications to the existing HVAC systems, fire suppression system and fire alarm will be required to complete the renovation. Currently there are two areas that are considered ‘shell’ spaces. These areas are to be improved, with new partitions, ceilings, finishes, HVAC equipment, lighting and power distribution. No work to the building envelope or site is anticipated.

All flooring, with the exception of the porcelain tile in the lobby and the restrooms, and those areas designed as ‘No Work,’ is to be removed and replaced with new carpet tile and luxury vinyl tile with wall base.

The majority of the interior doors will remain in place. It is the intent to relocate existing doors and frames to new locations. Door hardware may require modifications for the Owner’s new access control system.

The majority of the suspended acoustical ceilings throughout the building will remain ‘as-is’ with modifications needed to accommodate the new layout. New gyp. board ‘beams’ and decorative wood ceilings will be installed in the new conference rooms and Board Room.

The majority of the existing lighting is to be removed and replaced ‘in kind’ with LED fixtures throughout. New decorative and specialty lights will be installed in the lobby, new conference rooms and Board Room.

The restrooms will remain 'as-is' with the exception of new solid surface countertops, sinks, trim, and new vanity lighting. There is no change to the flooring, ceilings, toilet partitions or other plumbing fixtures.

All new and existing gyp. board walls and ceilings, with the exception of those areas designed as 'No Work,' are to be repainted.

The current lobby stair and second floor railing system are to remain 'as-is' and are to be protected during construction.

Installation of the phone, data, IT, and audio and visual systems.

Reconfiguration of the current modular office furniture and removal of the modular wall systems will be the responsibility of the Owner. The Offeror will be required to coordinate with the Owner's vendor to maintain the construction schedule.

Concurrently, the Owner is soliciting bids from separate contractors for a reroof of the building. The Offeror will be required to coordinate new roof penetrations with the Owner's vendor to maintain the construction schedule.

Finally, a separate tenant currently occupies ±8,000sf on the west side of the second floor. This tenant, also, has use of the building lobby, the restrooms and a breakroom on the second floor outside their space. During construction, the Offeror must ensure these spaces remain operational for the tenant's employees and guests at all times. Electrical, mechanical, and plumbing systems in these areas shall remain in working order throughout construction. The Offeror must provide a schedule for work in these areas as the Owner will coordinate appropriately with the tenant. The schedule for work in these areas will be determined with the Owner and tenant. Other than these areas, the Offeror will have full access to the building during construction.

RFP and Construction Documents Made Available to Potential Offerors

Proposal Documents (RFP, construction drawings, & specifications) may be obtained from the Design Professional of Record as follows:

Design Professional of Record: Mullen Heller Architecture, P.C.
Douglas Heller, AIA

Address: 1718 Central Avenue SW, Suite D
Albuquerque, NM 87104

Telephone: (505)268-4144

Email: doug@mullenheller.com

A drop box link containing an electronic Bid Form, Construction Drawings and a Project Manual will be provided to each Offeror.

Questions and Answers

Questions pertaining to this RFP and application, including those regarding the selection process and those regarding technical construction issues, must be submitted to the Design Professional of Record's offices via email (doug@mullenheller.com). All questions must be submitted prior to the deadline listed in the "Sequence of Selection

Process Events" chart below. The design professional will respond to all questions submitted by addenda by the release of last addendum date listed in the "Sequence of Selection Process Events" chart below.

Proposal Submission

The original and three (3) copies of a proposal must be received by MFA at its office, located at 344 Fourth Street S.W., Albuquerque, NM 87102, by no later than **Thursday, August 10, 2023, at 2:00 p.m., Mountain Time**. Proposals shall be in sealed envelopes marked "Response to RFP to Provide Construction Services."

Bid Proposals are to be submitted on the forms provided with the Bid Proposal documents (Bid Form, Construction Drawings, and Project Manual) (see "Part V: Proposal Format and Instructions to Offeror"). Fill in all required blanks legibly, in ink or by typewriter. Any alteration must be initialed by the individual signing the Bid Proposal. Sums shall be expressed in both words and figures. In the event of a discrepancy between the two, the words will govern. Bid Proposals shall be signed with the name and title/position of the person or persons authorized to bind the Offeror to a contract.

Bid Proposals in which acceptance is in some manner restricted or conditioned by the Offeror will be reviewed by the Owner. If the limitations imposed are not in the best interest of Owner or are prejudicial to other Offerors, the Bid Proposal will be rejected.

Bid Proposals received after the time and date established will not be accepted and shall be returned unopened.

Mandatory Pre-Bid Conference

Attendance at a Pre-Bid Conference is mandatory. The pre-proposal meeting will be conducted at MFA' new headquarters at 7425 Jefferson Steet NE (on the southwest corner of Jefferson and Masthead), 87109 on **Thursday, July, 24, 2023 at 9:00 AM local time**. Please check in with reception at the front desk and you will be directed to the meeting. All prime/general contractors who intend to submit a proposal for this project must attend this meeting. A tour of the project site will be conducted following the Pre-Bid Conference. This meeting provides potential Offerors an opportunity to request clarification about the procurement process and discuss the intent and the specifics of the project with MFA and the design professional.

Sequence of Selection Process Events

	Event	Responsible Party	Date	Location
1	RFP and Construction Documents Made Available to Potential Offerors	Contract Design professional	07-20-2023	By Email from Design Professional of Record
2	Advertisement of RFP	MFA Procurement	07-20-2023	Albuquerque Journal, MFA website
3	Mandatory Pre-proposal Conference	MFA & Design Professional	07-24-2023 9:00 AM	MFA New Headquarters 7425 Jefferson St. NE, 87109
4	Submission of Written Questions	Potential Offerors	08-04-2023 before 12:00 PM deadline	Send to Design Professional's office

5.	Release of Last Addendum Prior to Submission of Proposals	MFA and Design Professional	08-08-2023 5:00 PM deadline	Issued to All Potential Offerors
6.	Submission of Price Proposals and Qualifications	Offerors	08-10-2023 2:00 PM deadline	MFA Offices 344 4th Street SW, 87102
7.	Notice of Award	MFA Board of Directors	09-20-2023	MFA Board Meeting
8.	Deadline for Protest	Unsuccessful Offerors	five (5) business days after the notice of award	MFA Offices 344 4th Street SW, Albuquerque

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 and may reject all proposals (or any proposal) which are/**are** not responsive. MFA reserves the right, in its sole discretion, to accept or reject any or all proposals and maintains no obligation to select any proposal.

Evaluation of Proposals, Selection and Negotiation

Proposals will be evaluated **by** an Internal Review Committee of MFA staff and the Design Professionals, and a final recommendation shall be made by the Property Committee of MFA staff and design professional to MFA's Board of Directors.

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).

Interview

If selected as a finalist, Offerors agree to provide MFA the opportunity to interview proposed staff members identified by the Internal Review Committee and/or Property Committee. The Internal Review Committee and/or Property

Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Internal Review Committee and/or Property 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 and/or Property Committee, or a request from the Board of Directors, or its Property 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" 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 MFA. The protest must be written and addressed to:

Jeff Payne, Chief Lending Officer
New Mexico Mortgage Finance Authority
344 Fourth Street S.W.

Albuquerque, New Mexico 87102

Or:

jpayne@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 Property 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 members of MFA's 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/Public Inspection

After award, and 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 and copying pursuant to MFA's Request to Inspect Documents Policy. Offerors must redact confidential and personal identifier information from documents if the information is not specifically required by MFA. Offeror agrees to indemnify MFA from any claims arising from or related to MFA's disclosure or nondisclosure of materials submitted to MFA related to the proposal.

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. **Any proposal submitted by an Offeror that does not meet these minimum qualifications and requirements shall be rejected:**

1. An Offeror must, at a minimum, hold a current State of New Mexico general contractor license designation of GB-98 and be licensed to do business in the State of New Mexico.
2. Ability to work around existing tenant and to comply with their security and professional requirements.

Offeror shall be willing and able to enter into a standard AIA contract with MFA. MFA shall be under no obligation to accept any material changes to the standard terms of the AIA contract. Materiality shall be determined in MFA's sole discretion.

4. Offeror shall provide evidence of its ability and willingness to provide MFA certificates of insurance acceptable to MFA prior to the commencement of any Work evidencing compliance with the insurance requirements in the AIA Document A101 Exhibit A, including but not limited to:
 - i. Commercial General Liability;
 - ii. Automobile Liability;
 - iii. Workers' Compensation;
 - iv. Employers' Liability;
 - v. All Risks; and
 - vi. Other insurance that may be identified by MFA
5. Offeror shall provide evidence of its ability and willingness to provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
 - i. Payment Bond in an amount equal to 100% of the contract between MFA and Offeror
 - ii. Performance Bond in an amount equal to 100% of the contract between MFA and Offeror

Selected Offerors must also meet the following requirements:

3. 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.
4. 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.
5. Offeror shall provide written certification, on the form attached as **Exhibit A**, that Offeror has read and shall at all times conduct itself in a manner consistent with MFA's Third-Party Code of Conduct. Upon request by MFA, Offeror shall disclose information MFA may reasonably request relating to conflict or potential conflicts of interest.
6. 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

As requested by MFA, Construction Services required to be provided and to be incorporated into the contract to be awarded pursuant to this RFP include, the services detailed in the Project Description found in Part I of this RFP and as further detailed in the Bid Form, Construction Drawings, and Project Manual.

Part IV: Evaluation Criteria

MFA shall award the contract for Construction Services to the Offeror whose proposal is most advantageous to MFA. Proposals that meet the Minimum Qualifications and Requirements shall be evaluated **based on the below criteria**.

Proposals shall be scored on a scale of 1 to 100 (or 150 if interviews are held) 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. Evidence of Offeror’s Ability to Perform the Work: a. profiles of the technical competence and experience of: i. Offeror’s principal(s); ii. Proposed Project manager and superintendent; and iii. any Subcontractor(s) identified in the response	0-5 0-3 0-2	10
2. Examples of Past Performance in terms of cost control, quality of work, and compliance with performance schedules.	0-30	30
3. Base Bid Proposal not including NMGRT.	0-35	35
4. Project Schedule and capability to provide services in a timely manner	0-20	20
5. New Mexico Resident Business: Offeror is licensed to do business in New Mexico and the majority of Offeror’s employees who would perform the services to be performed in New Mexico reside in New Mexico	0-5	5
6. Interviews, if held	0-50	50
Maximum Points		100, or 150 if interviews are held

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 – 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’s proposal is valid for ninety (90) days after the deadline for submission of proposals.
 - E. A narrative description and documents necessary to evidence Offeror’s ability to perform the work including profiles of the technical competence and experience of: (i) Offeror’s principal(s); and (ii) any subcontractor(s) identified in the response.

- F. A narrative description of past performance in terms of cost control, quality of work, and compliance with performance schedules. Please include five examples of past projects that demonstrate your capabilities noted above and your ability to work in a building with multiple tenants.
- G. A narrative description of the number of projects currently being managed by Offeror and a detailed narrative of Offeror's capacity to prioritize and manage this Project in accordance with the Project Schedule presented by Offeror.
- H. A statement that is willing and able to enter into a standard AIA contract with MFA and acknowledging that MFA shall be under no obligation to accept any material changes to the standard terms of the AIA contract which materiality shall be determined in MFA's sole discretion.
- I. A statement that Offeror is willing and able to provide the insurances listed in Part II: Minimum Qualifications and Requirements.
- J. A statement that Offeror is willing and able to provide the surety bonds listed in Part II: Minimum Qualifications and Requirements.

2. Price Proposal – Detailed requirements

- A. Price Proposals shall be presented in the form of a total Base Proposal under a Lump Sum Contract.
- B. A proposal must be submitted on all proposal items, allowances and alternates; segregated proposals will not be accepted. The proposal, bearing original signatures, must be typed or hand-written in ink on the Price Proposal Form.
- C. The Proposal price shall not include state gross receipts or local options taxes. Taxes will be included in the contracted amount at prevailing rates as a separate item to be paid by MFA.
- D. Before submitting a proposal, each Offeror shall carefully examine the RFP; shall visit the site of the work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the proposal the cost of all items required by the RFP. If the Offeror observes that portions of the Construction Services to be performed are at variance with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the contractor shall promptly notify the Design Professional of Record specified in the RFP and the necessary changes shall be accomplished by addendum.
- E. Permits, Plan Checking Fees, Other Charges - Offerors shall include as part of the Price Proposal all costs incurred for permits relating to this scope of work, as charged by the City of Albuquerque (or any other applicable entity or agency with jurisdiction over the project) for checking Contract Documents prior to obtaining a building permit. Additionally, the Owner will not pay for business licenses, professional affiliations and similar costs of doing business which are the Offeror's obligation to secure and maintain. The cost of all bonding will be paid by the Offeror and will not be paid by the Owner. These costs are to be included in Offeror's Price Proposal.

3. Project Schedule

- A. A proposal shall include a detailed Project Schedule which, at a minimum, shall address:
- i. Date Offeror is able to begin work on the Project;
 - ii. Scheduling for each scope of work listed in the Project Description in Part I and in the Construction Documents; and
 - iii. Offeror should anticipate that work to be performed in the area of the building occupied by Tenant will need to be performed asynchronously after the tenant vacates the building premises which is currently anticipated to occur January 1, 2024, but which may be extended at the option of tenant for a period of six (6) months ending June 30, 2024.

4. Disclosure, Certifications and Licenses – 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, on the form attached as **Exhibit A**, that Offeror has read and shall at all times conduct itself in a manner consistent with MFA’s Third-Party Code of Conduct.
- D. 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; and has not been debarred by MFA.
- E. Copies of licensing documentation showing that the Offeror is currently licensed by the State of New Mexico to perform general building construction services.
- F. A written certification that Offeror is an Equal Opportunity Employer and complies fully with all government regulations regarding nondiscriminatory employment practices.
- G. A statement indicating if Offeror has been free of any Labor Code violations during the entirety of the past 5 years (including repeated or willful violations of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of Public Works projects.)

5. References

- A. Offeror shall provide three to five references for references from customers to whom Offeror has provided services substantially similar in cost and scope to the Construction Services requested hereunder on the form attached hereto as **Exhibit B**.

6. New Mexico Resident Business

- A. Evidence that the Offeror is licensed to do business in New Mexico.
- B. Representation that the majority of Offeror’s employees who would perform the services to be performed reside in New Mexico.

7. Other Documents Noted in Bid Form, Construction Drawings, and Project Manual

Part VI: Principal Contract Terms and Conditions

The Owner will enter into a standard AIA contract with the successful Offeror.

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 Wurzbarger – Strategic Planning Consultant
Member Raul Torrez – Attorney General, State of New Mexico
Member Howie Morales – Lieutenant Governor, State of New Mexico
Member Laura M. Montoya – Treasurer, State of New Mexico
Member Patricia Sullivan, 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

NEW MEXICO MORTGAGE FINANCE AUTHORITY THIRD-PARTY CODE OF CONDUCT

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

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

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

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

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

- D. Conflicts of Interest. Third Parties should avoid engaging in any activity that would conflict, interfere, or even create the appearance of a conflict with their business with MFA. Third Parties must disclose any potential conflicts to MFA in writing as soon as practicable upon discovery or recognition.

Examples of potential conflicts include, but are not limited to:

- Engaging in a conflict-of-interest transaction prohibited by Section F of MFA’s Code of Conduct, which can be found at:
https://housingnm.org/uploads/documents/Section_F_of_MFA_Code_of_Conduct.pdf
- Providing gifts and entertainment to any MFA Employee, MFA Management or MFA Member in an attempt to improperly influence MFA business decisions.

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

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

- E. **Anti-Discrimination and Anti-Harassment Policy.** MFA is committed to maintaining an employment environment in which all individuals are treated with respect and dignity and expects the same from Third Parties doing business with MFA. MFA expects that Third Parties will maintain a workplace where employment-related decisions are based on performance, ability, or other legitimate, non-discriminatory bases and are never based on race, color, national origin, ancestry, citizenship status, religion, sex, sexual orientation, gender identity, age, physical or mental disability, serious medical condition, marital status, status with regard to public assistance, veteran status, or any other legally protected status. MFA also maintains and expects Third Parties to maintain a workplace that is free of unlawful harassment. This includes harassment based upon any of the above legally protected status (such as age, sex, religion, national origin, etc.) and which creates an intimidating, hostile, or offensive working environment. This also includes sexual harassment which is defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidated, hostile, or offensive working environment. MFA will also not tolerate any form of unlawful discrimination or harassment of an MFA Employee by any Third-Party including by its employees, owners, managers, members, directors, agents, or representatives
- F. **Confidential Information and Intellectual Property.** Third Parties doing business with MFA must protect any confidential or proprietary information that belongs either to MFA or any other third-party with whom MFA does business, if such other third-party has provided MFA with confidential or proprietary information. Confidential or proprietary information includes, but is not limited to, any non-public financial information, business processes and systems, intellectual property, personally identifiable information of MFA's customers, and personally identifiable or private information about any MFA Employee, MFA Member, MFA Management, third-party, or customer, such as identity, medical, employment, or financial information. To the extent necessary for a Third-Party to share MFA's confidential or proprietary information with a sub-contractor, MFA expects the Third-Party to implement adequate controls at a level no less than those set forth in this Third-Party Code of Conduct with such sub-contractor. Third Parties must not infringe upon the intellectual property rights of other companies or organizations. Third Parties must return all confidential and proprietary information in their possession to MFA when the contractual relationship between MFA and the Third-Party has terminated, unless otherwise specified by contract. The obligation to protect MFA's confidential and proprietary information continues even after any business relationship between MFA and the Third-Party ends. MFA may require that Third Parties sign a separate confidentiality and non-disclosure agreement.
- G. **Onsite Visitor Requirements.** While on MFA's premises, Third Parties must comply with all MFA rules and procedures, including security measures and requests. These may include but are not limited to:
- Registering with reception.
 - Accessing only authorized areas unless accompanied by an MFA Employee.
 - Promptly reporting known security violations and property loss or damage.
 - Complying with all MFA facility requirements, including maintaining a substance-free and violence-free workplace.

- Any public health and safety policies in effect, including wearing a face mask.
- H. Compliance with Laws, Regulations, Policies and Procedures and Contracts. All Third Parties must comply with all applicable state and federal laws, codes, and regulations and MFA's policies and procedures to the extent applicable to the Third-Party and must not violate any terms and conditions established by contract with MFA.
- I. Business Integrity. Any and all forms of illegal or inappropriate activity by a Third-Party doing business with MFA, including, but not limited to, corruption, misrepresentation, extortion, embezzlement, or bribery, are strictly prohibited and may result in termination of any or all agreements with MFA.

OFFEROR ACKNOWLEDGMENT

By: NAME

Date

Signature

EXHIBIT B

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The New Mexico Mortgage Finance Authority, as part of the RFP process, requires Offerors to submit three-five references from customers to whom Offeror has provided services substantially similar in cost and scope to the Construction Services requested hereunder. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility. Offeror shall send the following reference form to each business reference listed in Offeror's proposal.

**CONSTRUCTION SERVICES RFP
ORGANIZATIONAL REFERENCE**

OFFEROR

Reference No. 1	Name: Company: Address: Telephone: Email:
Reference No. 2	Name: Company: Address: Telephone: Email:
Reference No. 3	Name: Company: Address: Telephone: Email:
Reference No. 4	Name: Company: Address: Telephone: Email:
Reference No. 5	Name: Company: Address: Telephone: Email: