

**New Mexico Mortgage Finance Authority (Housing New Mexico | MFA)  
Proposals**

**Request for**

**To Provide General Counsel Legal Services**

**Part I: Background & General Information**

**Introduction**

The New Mexico Mortgage Finance Authority (Housing New Mexico | MFA) is a governmental instrumentality, separate and apart from the state, created by the Mortgage Finance Authority Act, NMSA 1978, Sections 58-18-1 to -27 (1975, as amended) 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 Housing New Mexico | MFA Procurement Policy, from qualified law firms which by reason of their skill, knowledge, and experience are able to furnish professional legal services as General Counsel to Housing New Mexico | MFA ("Offerors"). The services solicited under this RFP are restricted solely to the legal services commonly provided by corporate counsel, and will not include any real estate, multi-family mortgage bond, or multi-family mortgage servicing legal services.

**Questions and Answers**

Questions pertaining to this RFP and application must be submitted via the Housing New Mexico | MFA website at <https://housingnm.org/funding-opportunities/rfps-rfqs>. Then "General Counsel Legal Services RFP." On the General Counsel Legal Services RFP page, select the "General Counsel Legal Services RFP FAQs" link. Questions will be checked on a daily basis. The FAQ will open the day after the RFP issues (May 21, 2025) and will close on June 27, 2025. 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". Housing New Mexico | MFA will make every attempt to answer questions within two (2) business days.

**Proposal Submission**

Proposal submissions must be received no later than **June 23, 2025, at 5:00 p.m., Mountain Time**

All proposals must be submitted via email to [rpowell@housingnm.org](mailto:rpowell@housingnm.org) with a subject line of "Proposal to Furnish General Counsel Legal Services"

**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 posted on the Housing New Mexico | MFA web site.

**Incurred Expenses**

Housing New Mexico | 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**

Housing New Mexico | 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 made up of Housing New Mexico | MFA staff using the criteria listed in Part II - Minimum Qualifications and Requirements and Part - III Services to be Performed, below, with final selection to be made by the full Board of Directors.

Housing New Mexico | MFA may provide Offerors whose proposals are reasonably likely, in Housing New Mexico | 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 Housing New Mexico | MFA Board of Directors shall select the Offeror(s) whose proposal(s) is/are deemed to be most advantageous to Housing New Mexico | MFA to enter into contract negotiations with Housing New Mexico | MFA. If a final contract cannot be negotiated, then Housing New Mexico | 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 Housing New Mexico | MFA Board of Directors for its review and recommendation, with final approval to be made by the full Board of Directors.

**Award Notice**

Housing New Mexico | 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 Housing New Mexico | MFA and the Offeror(s) whose proposal(s) is/are accepted by Housing New Mexico | MFA.

**Proposal Confidentiality**

Offerors or their representatives shall not communicate with Housing New Mexico | 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 the Offeror attempts to influence members of the Board of Directors or staff during any portion of the Housing New Mexico | MFA review process, including any period immediately following release of Housing New Mexico | MFA.

Until the award is made and notice given to all Offerors, Housing New Mexico | 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**

Housing New Mexico | 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 Housing New Mexico | MFA. The protest must be delivered to Housing New Mexico | MFA via e-mail to [rpowell@housingnm.org](mailto:rpowell@housingnm.org) within five business days after the preliminary notice of award. Protests received after the deadline will not be considered. Upon the timely filing of a protest, Housing New Mexico | MFA shall give notice of the protest to all Offerors who appear to have a substantial and reasonable prospect of being affected by the outcome of the protest. The Offerors receiving notice may file responses to the protest within five business days of notice of protest. The protest and responses to the protest shall be reviewed by the Housing New Mexico | MFA Policy Committee, the Policy Committee shall make a final determination. The protest is then heard by the applicable Board Committee. The Board Committee’s recommendation is then taken to the full Board for approval. Housing New Mexico | 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 Housing New Mexico | MFA shall be final.

No appeal of the determination shall be allowed. Offerors or their representatives shall not communicate with members of Housing New Mexico | MFA’s Board of Directors, or any Housing New Mexico | MFA staff member regarding any application under consideration, except when specifically permitted to present testimony to the Board. An application will be deemed ineligible if the Offeror or any person or entity acting on behalf of the Offeror attempts to influence members of the Housing New Mexico | MFA Board of Directors or Housing New Mexico | MFA staff during any portion of the RFP review process or does not follow the prescribed application and protest process.

### **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 be listed in the most recent edition of the Martindale-Hubbell Law Directory with a rating of AV or BV, their firms must be based or have a substantially-staffed office in the State of New Mexico, they must be licensed in New Mexico, and they must be available for travel both within and outside New Mexico
2. All Offerors must have at least ten (10) years of experience in corporate law, including federal and state laws, rules, and regulations governing non-profit corporations; employment law; and government and commercial contracting. Offerors must also have substantial expertise in New Mexico laws and rules governing municipal and state agencies and instrumentalities.
3. All Offerors must maintain professional liability insurance as outlined in Part VI of this RFP. Award will not be made to any Offeror who is debarred, suspended or subject to a Limited Denial of Participation or otherwise restricted from participating in Housing & Urban Development (HUD) programs, Freddie Mac or Fannie Mae programs, or any other federally regulated entity.

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

As requested by Housing New Mexico | MFA, professional legal 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. Provide advice and counsel to Housing New Mexico | MFA regarding internal operations of Housing New Mexico | MFA, the administration of Housing New Mexico | MFA programs, and the implementation of Housing New Mexico | MFA processes and procedures.
2. Attend Housing New Mexico | MFA Board of Directors' meetings, preparatory agenda review meetings prior to Board of Directors meetings and, when required, committee meetings of the Board of Directors, legislative hearings, Executive branch meetings, Housing New Mexico | MFA staff meetings, both in Albuquerque and out of town.
3. Render legal opinions, upon request, concerning issues pertinent to Housing New Mexico | MFA internal operations, programs, commercial transactions, and interagency relations.
4. Advise Housing New Mexico | MFA in personnel matters and provide representation in litigation involving matters affecting Housing New Mexico | MFA operations.
5. Represent Housing New Mexico | MFA, upon request, in negotiations concerning Housing New Mexico | MFA operations, programs, processes, and procedures.
6. Provide General Counsel Single-Family Mortgage Bond Issuer's Opinion, upon request.
7. Advise Housing New Mexico | MFA regarding applicable federal state law including but not limited to the New Mexico Open Meetings Act, Procurement Code, Governmental Conduct Act, Public Records Act, Inspection of Public Records Act and Joint Powers Agreements Act.

**Part IV: Evaluation Criteria**

Housing New Mexico | MFA shall award the contract for General Counsel Legal Services to the Offeror whose proposal is most advantageous to Housing New Mexico | 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.

Criteria	Point Range	Maximum Points
<p>1. Experience and Capability:</p> <p>Offeror's skill, knowledge and experience with:</p> <p>a. Corporate law, including federal and state laws, rules, and regulations governing non-profit corporations; and general contract law matters, including federal and state government contracts, state interagency agreements, and commercial contracts;</p> <p>b. New Mexico laws and regulations governing municipal and state agencies and instrumentalities;</p> <p>c. Employment law</p>	<p>0-25</p> <p>0-20</p> <p>0-10</p>	<p>55</p>
<p>2. Responsiveness to Housing New Mexico   MFA and Technical Capabilities:</p> <p>Offeror's ability to deliver responsive, quality legal services and Offeror's availability for consultation and discussion with Housing New Mexico   MFA or any of its representatives, as evidenced by:</p> <p>a. the designation of a lead attorney, preferably at partner level in the firm, assigned to Housing New Mexico   MFA matters on a high priority basis, who will act as the main contact for Housing New Mexico   MFA's Board of Directors and staff for all communications, including billing, and who will coordinate all aspects of the contractual representation, including direction of the activities of all other attorneys assigned by the firm to represent Housing New Mexico   MFA;</p> <p>b. Offeror's technical support capabilities and availability to be reached by telephone and email during business hours, off hours, weekends, and holidays.</p>	<p>0-20</p>	<p>20</p>

3. Fees: Hourly basis-- hourly rates and other fees and costs.	0-25	25
<b>Maximum Points</b>		100

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

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

#### **1. Letter of Transmittal**

Include at least the following information:

- a. Name, address and telephone number of Offeror and 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 Offeror's proposal is valid for ninety (90) days after the deadline for submission of proposals.
2. A statement from Offeror that Offeror is listed in the most recent edition of The Martindale-Hubbell Law Directory and possesses a rating of AV or BV; that the Offeror's firm is based or has a substantially-staffed office in the State of New Mexico; and that the Offeror is licensed to practice in New Mexico.
  3. Evidence submitted by Offeror that Offeror retains professional liability insurance which fulfills the requirements set forth in Part VI Professional Liability Insurance of this RFP. Possession of such coverage shall not limit Offeror's potential liability.
  4. A description of New Mexico state agencies, municipalities, financial institutions, for-profit companies, or non-profit organizations represented by Offeror currently or in the last ten years.
  5. Three references for Offeror's work as counsel for a state agency and/or municipality, for-profit company, or non-profit organization.
  6. Names and resumes of the lead attorney and other key personnel including other attorneys, legal assistants and support staff to be assigned to the account. Resumes describing the qualifications of personnel to be utilized in the performance of this contract must show, at a minimum, the person's name, education, position, and total years and types of experience relevant to the performance of the contract.

7. Offeror must provide a detailed description of Offeror's ability to provide legal services as general counsel to Housing New Mexico | MFA in matters involving: contract law; public law as it applies to municipal and state agencies and instrumentalities; employment law; and the federal and state laws governing non-profit corporations. Explain any experience you have had with the New Mexico Open Meetings Act, Procurement Code, Governmental Conduct Act, Public Records Act, Inspection of Public Records Act and Joint Powers Agreements Act. Detail your expertise in legal matters affecting municipal and state agencies and instrumentalities.
8. For the last ten years, a list and description including the current disposition or status, of any litigation against Offeror or any formal or informal action taken by any bar association, state or federal securities commission, disciplinary board, or other attorney regulatory body against Offeror. Include a statement warranting that the Offeror is not restricted from participation in Housing & Urban Development programs and is not restricted from doing business with regulated entities under the FHFA Suspended Counterparty Program.
9. A detailed description of Offeror's policy regarding the resolution of conflicts of interest which arise out of Offeror's representation of clients with adverse or potentially adverse interests and Offeror's mechanism to ensure that such conflicts do not arise and that if such conflicts do arise, how the Offeror intends to assist Housing New Mexico | MFA in retaining other counsel to represent Housing New Mexico | MFA. Please include examples of the implementation of this policy and information regarding whether Offeror has a computerized management information system in place to track possible conflicts of interest.
10. A statement disclosing: (1) any political contribution or gift valued in excess of \$250.00 (singularly or in the aggregate) made by Offeror to any elected official of the State of New Mexico in the last three years, (2) any current or proposed business transaction between Offeror and any Housing New Mexico | MFA member, officer, or employee, and (3) any other conflict or potential conflict which may give rise to a claim of conflict of interest.
11. A detailed description of Offeror's technical capabilities to provide responsive and professional services to Housing New Mexico | MFA if the contract were awarded to Offeror (e.g., ability to prepare and respond to voluminous documents in a timely manner, expertise of administrative support staff, etc.)
12. 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 the state of New Mexico, as necessary to serve the needs of Housing New Mexico | MFA.
13. The location of Offeror's main office and the locations of any of Offeror's branch offices. A description and location of the office of professionals who would handle Housing New Mexico | MFA matters.
14. Services performed under this RFP for General Counsel Legal Services will be provided on an hourly basis. A specific fee schedule for professional legal services must be included in this proposal. Please include the following information:

- a. A list of all Offeror's employees including attorneys, paralegals and support staff who are to work on Housing New Mexico | MFA matters and their specific hourly rates, and if the rate varies by the type of service, the hourly rate for different types of service;
  - b. Offeror's minimum billing unit;
  - c. Information regarding Offeror's ability to provide detailed monthly billings summarized by subject matter and a sample itemized bill;
  - d. Whether Offeror's proposed rates are the best offered by the firm to any client;
  - e. A flat rate fee schedule that could be charged for attendance at monthly Board of Director meetings;
  - f. A rate schedule for standard expenses such as per page copying charges, facsimile transmissions, overnight mail expenses, and word processing charges; and a description of all other charges that would be billed to Housing New Mexico | MFA under the contract, such as mileage and travel expenses incurred in accordance with Housing New Mexico | MFA Travel Guidelines and Procedures; and a statement as to when such miscellaneous charges would be imposed; and,
  - g. A narrative description of the steps routinely taken to ensure that legal representation is provided on a cost-effective basis. Discuss such matters as Offeror's policy with respect to billing for such items as intra-office consultation, research, travel, and unsuccessful attempts to reach people by telephone.
  - h. Information regarding Offeror's ability to provide detailed status of active assignments, projects, etc. and a sample report;
15. In preparing Offeror's proposed fee structure, please take note of the following:
- a. Housing New Mexico | MFA invites the attention of Offeror to Housing New Mexico | MFA's serious concern about the rising cost of legal services. The control and management of legal costs is the mutual concern of the Offeror and Housing New Mexico | MFA. Housing New Mexico | MFA requires quality professional services at a reasonable cost and the performance of only those services necessary. In evaluating bids, Housing New Mexico | MFA will consider the methods used by the Offeror to avoid services which do not materially contribute to the overall success of the engagement.
  - b. Lodging and other travel-related expenses shall be reimbursed by Housing New Mexico | MFA in accordance with Housing New Mexico | MFA expense reimbursement policies and procedures, as set forth in its Policies and Procedures Manual.



- c. Offeror must absorb the cost of familiarizing itself with Housing New Mexico | MFA programs, policies and procedures, rules, and regulations, policy and program documents and any other relevant information, which shall be made available for Offeror's review at Housing New Mexico | MFA's office in Albuquerque. Offeror should expect to devote a considerable amount of time to having its attorneys and paralegals become familiar with Housing New Mexico | MFA programs, policies and procedures, rules, and regulations. Housing New Mexico | MFA will not pay for such work. Indicate how much time Offeror expects to devote to familiarizing itself with Housing New Mexico | MFA programs, policies and procedures, rules, and regulations, and provide a timetable for doing so.
  - d. Offeror must give Housing New Mexico | MFA at least a three (3) year commitment on the rate schedule offered.
  - e. Offeror is required to submit itemized billing statements on a monthly basis.
16. Housing New Mexico | MFA requires that Offeror be an Equal Opportunity Employer. Please state that Offeror complies fully with all government regulations regarding nondiscriminatory employment practices.
  17. Please provide any other relevant information which will assist Housing New Mexico | MFA in evaluating Offeror's ability to provide legal services as General Counsel to Housing New Mexico | MFA.
  18. All Offerors should be prepared to provide a formal presentation to and participate in an interview with Housing New Mexico | MFA's Board of Directors at Housing New Mexico | MFA's office in Albuquerque, upon request.

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

In addition to the terms respecting the services to be performed and compensation described above, the contract between Housing New Mexico | 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 General Counsel Legal Services Contract shall begin on August 1, 2025 and shall end on July 31, 2028. At the option of the Board, the contract may be extended for two (2) additional one (1) year periods under the same terms and conditions. There will be a transition period, as needed, for matters in process at the beginning and the end of the contract term.

##### **Hold Harmless and Indemnity Agreement**

Contractor shall hold harmless and indemnify Housing New Mexico | 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 Housing New Mexico | MFA, 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 Housing New Mexico | MFA. Any change to key Contractor personnel, including lead and other attorneys assigned to the contract, shall require prior written notice to and approval by Housing New Mexico | 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 Housing New Mexico | MFA. Any and all fees or costs incurred by a subcontractor shall be paid by Contractor and shall not be reimbursed by Housing New Mexico | 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 indicating the date, time, and nature of services rendered, which shall be subject to inspection by Housing New Mexico | MFA. Housing New Mexico | MFA shall have the right to audit bills submitted to Housing New Mexico | MFA under the General Counsel Legal Services Contract both before and after payment. Payment under the contract shall not foreclose the right of Housing New Mexico | MFA to recover excessive and/or illegal payments.

### **Budget and Billing**

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

### **Professional Liability Insurance**

Each Contractor shall maintain professional liability insurance covering all liabilities and risks inherent in Contractor's performance of the services required under the contract. Each Contractor's insurance policy must provide per claim and aggregate limits of at least two million dollars (\$2,000,000.00), must provide for a per claim/aggregate deductible in an amount reasonable for a firm of Contractor's size and financial condition, and must be in a form acceptable to Housing New Mexico | MFA. Each Contractor must provide Housing New Mexico | MFA with an acceptable certificate of insurance in force at the time of the inception of the contract and at each anniversary date, extension or renewal of the contract, which provides for not less than thirty (30) days' notice to Housing New Mexico | MFA of non-renewal or cancellation. Contractor shall immediately notify Housing New Mexico | MFA in the event of any cancellations, modifications or changes in the amounts of coverage provided under such professional liability coverage. Failure to have, maintain and continue professional liability coverage in the amount and form specified shall be cause for immediate termination of the contract.

and shall not require the notice provided for in Part VI Principal Contract Terms and Conditions, Termination of this RFP.

### **Confidentiality**

The relationship between Contractor and Housing New Mexico | MFA shall be that of attorney-client. Any information developed or acquired by or furnished by Contractor in the performance of the contract shall be kept confidential and shall not be made available to any individual or organization not involved in a given transaction without the prior written approval of Housing New Mexico | MFA.

### **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 a citizen of this state requests disclosure of data for which a request for confidentiality is made, Housing New Mexico | 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.

### **Code of Conduct**

No Board member or employee of Housing New Mexico | 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 Housing New Mexico | 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 Housing New Mexico | MFA and the Offeror for which Housing New Mexico | MFA determines that a conflict of interest exists as herein described, unless that contract is approved by Housing New Mexico | MFA Board of Directors after full disclosure.

Offeror shall provide a statement disclosing any political contribution or gift valued in excess of \$250.00 (singularly or in the aggregate) made by Offeror or on Offeror's behalf to any elected official of the State of New Mexico currently serving or who has served on the Housing New Mexico | MFA Board of Directors in the last three (3) years.

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

**Equal Opportunity Compliance**

Contractor agrees to abide by all federal and state laws, rules and regulations and executive orders pertaining to equal employment opportunity. Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subject to discrimination under, any program or activity performed under the contracts.

**Termination**

This agreement may be terminated without cause by Housing New Mexico | 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 Housing New Mexico | MFA Board of Directors 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 Housing New Mexico | MFA and are not employees of Housing New Mexico | MFA. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding or other benefits afforded to employees of Housing New Mexico | 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 Housing New Mexico | 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.

## **Housing New Mexico | MFA**

### **Board Members**

Chair – Angel Reyes, Centinel Bank in Taos, CEO/President  
Vice Chair – Derek Valdo, AMERIND, Chief Executive Officer  
Treasurer – Rebecca Wurzbarger, Strategic Planning Consultant  
Member - Howie Morales, Lieutenant Governor, State of New Mexico  
Member – Raúl Torrez, Attorney General, State of New Mexico  
Member -Laura M. Montoya, Treasurer, State of New Mexico  
Member – Randy L. Traynor, Traynor Associates, LLC

### **Management**

Isidoro Hernandez, Executive Director/Chief Executive Officer  
Donna Maestas-De Vries, Chief Housing Officer  
Jeff Payne, Chief Lending Officer  
Arundhati Bose, Chief Financial Officer