



NEW MEXICO MORTGAGE FINANCE AUTHORITY

REQUEST FOR PROPOSALS FOR
FORECLOSURE PREVENTION HOUSING COUNSELING AND LEGAL
SERVICES

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**New Mexico Mortgage Finance Authority
Request for Proposals
To Provide Foreclosure Prevention Housing Counseling and/or Legal Services
As Part of the New Mexico Homeowner Assistance Fund Programs**

Part I: Background & General Information

Introduction

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

MFA will administer Homeowner Assistance Funds allocated by the U.S. Department of the Treasury under the American Rescue Plan Act of 2021 (“ARPA”) passed by Congress on March 10, 2021 and signed into law on March 11, 2021, which provides economic assistance for American workers, families, small businesses, and industries and continues many of the programs started by the CARES Act 2020 and the Consolidated Appropriations Act 2021 by adding new phases, new allocations, and new guidance to address issues related to the continuation of the COVID-19 pandemic. The Homeowner Assistance Fund (HAF) was established to mitigate financial hardships associated with the coronavirus pandemic by providing funds for the purpose of preventing homeowner mortgage delinquencies, defaults, foreclosures, loss of utilities or home energy services, and displacements of homeowners experiencing financial hardship after January 21, 2020.

Under this program, MFA seeks to provide homeowners who are facing a financial hardship with free of charge access to housing counselors and legal service providers who will work with homeowners to resolve delinquency and achieve sustainable housing costs. The New Mexico Homeowner Assistance Fund programs will be in effect until all funding is expended or until the end of the award period on September 30, 2025.

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 non-profit agencies who can provide HUD approved housing counseling and/or legal services and/or agencies approved by a Tribal government, who by reason of their skill, knowledge, and experience are able to furnish services which benefit New Mexico homeowners at risk of foreclosure or housing displacement.

Questions and Answers

Questions pertaining to this RFP and application must be submitted via the MFA website at <https://housingnm.org/rfps/rfps-rfgs>. Then under “Current RFP’s,” select “Foreclosure Prevention Housing Counseling and Legal Services RFP.” On the Foreclosure Prevention Housing Counseling and Legal Services RFP page, select the “FAQs” link. Questions will be checked daily. The FAQ will open the day after the RFP issues (on or about August 4, 2022) and will close on November 11, 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 two (2) words in the CAPTCHA box and click on “Send my question”. MFA will make every attempt to answer questions within two (2) business days.

Proposal Submission

Proposal submissions must be received no later than **November 18, 2022 at 5:00 p.m., Mountain Time**. Proposals which are not received by this time will not be accepted.

Proposals should be submitted via email to rpowell@housingnm.org with a subject line of "Proposal to Furnish Foreclosure Prevention Housing Counseling and/or Legal Services." Hard copies are not required.

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/is not responsive.

Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals by submitting a written withdrawal request via email to

Robyn Powell, Research and Development Manager
New Mexico Mortgage Finance Authority
rpowell@housingnm.org

Evaluation of Proposals, Selection and Negotiation

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

MFA may provide Offerors whose proposals are reasonably likely, in MFA's discretion, to be selected, an opportunity to discuss and revise their proposals prior to award, for the purpose of obtaining final and best offers.

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. The Internal Review Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Internal Review Committee to ask questions and seek clarifications. All requests for interviews and oral presentations shall be made in MFA's sole discretion.

Award Notice

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

Proposal Confidentiality

Offerors or their representatives shall not communicate with MFA's Board of Directors or staff members regarding any proposal under consideration or that will be submitted for consideration, except in response to an inquiry initiated by the Internal Review Committee, or a request from the Board of Directors, or its Contracted Services Committee for a presentation and interview. A proposal will be deemed ineligible if the Offeror or any person or entity acting on behalf of the Offeror attempts to influence members of the Board of Directors or staff during any portion of the RFP review process, including any period immediately following release of the RFP.

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

Irregularities in Proposals

MFA may waive technical irregularities in the form of proposal of any Offeror selected for award which do not alter the price, quality or quantity of the services offered. Note especially that the date and time of proposal submission as indicated herein under "Part I Background and General Information, Proposal Submission" cannot be waived under any circumstances.

Responsibility of Offerors

If an Offeror who otherwise would have been awarded a contract is found not to be a Responsible Offeror, a determination that the Offeror is not a Responsible Offeror, setting forth the basis of the finding, shall be prepared and the Offeror shall be disqualified from receiving the award. A Responsible Offeror means an Offeror who submits a proposal that conforms in all material respects to the requirements of this RFP and who has furnished, when required, information and data to prove that his financial resources, facilities, personnel, reputation and experience are adequate to make satisfactory delivery of the services described in this RFP. The unreasonable failure of an Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a Responsible Offeror.

Protest

Any Offeror who is aggrieved in connection with this RFP or the award of a Contract pursuant to this RFP may protest to MFA. The protest must be submitted via email to

Robyn Powell, Research and Development Manager
New Mexico Mortgage Finance Authority
rpowell@housingnm.org

The protest must be submitted to MFA within five (5) business days after the notice of award. Upon the timely filing of a protest, the Contact Person shall give notice of the protest to all Offerors who appear to have a substantial and reasonable prospect of being affected by the outcome of the protest. The Offerors receiving notice may file responses to the protest within five (5) business days of notice of protest. The protest process shall be:

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

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

Confidential Data

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

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

Part II: Minimum Qualifications and Requirements

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

1. HUD-approved housing counseling agencies with HUD-certified housing counselors on staff are eligible to apply to provide housing counseling services. HAF-funded housing counseling services must be delivered by HUD-certified housing counselors or counselors that are actively working towards HUD counselor certification. Applicants will be required to identify all counselors and their HUD counselor certification status. Housing counseling and education may also be provided by an agency approved by a tribal government.
2. Non-profit legal services providers with demonstrated experience assisting homeowners facing foreclosure are also eligible to apply. Legal services providers must be able to show that they possess the capacity and experience to:
 - Provide loss mitigation assistance to homeowners facing foreclosure,
 - Represent homeowners during foreclosure proceedings,
 - Coordinate with housing counseling agencies and other legal services organizations to assist homeowners resolve their delinquency and exit foreclosure, and
 - Improve housing stability for low- and moderate-income households.
3. All Offerors for housing counseling must submit a concisely detailed foreclosure prevention housing counseling work plan that explains: the needs and problems of the target population¹; how the agency will address one or more of these needs and problems through available program resources; the type of housing counseling services offered; fee structure; the geographic service area to be served; and the anticipated results and outcomes to be achieved.
4. All Offerors for housing counseling must demonstrate that they maintain an accurate record of counselors and their HUD certification and obtain, track and report electronic client level data by services performed and on outcomes by programs or funds to eliminate client duplicate billing.
5. All Offerors must be familiar with federal funding requirements and procedures, specifically the American Rescue Plan Act Homeowner Assistance Fund. HAF award funds are generally subject to the requirements set forth in the Uniform Administrative Guidance Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (“Uniform Guidance”).
6. All Offerors must provide and maintain adequate staff and all necessary workspace, equipment, supplies, and hardware to provide housing counseling and/or legal services.
7. All Offerors must have the ability to collect and report information related to services provided in accordance with Treasury and/or HUD requirements.

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.

¹ Targeted populations are defined by the [U.S. Department of the Treasury Homeowner Assistance Fund Guidance](#).

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 Third-Party Code of Conduct and MFA's Anti-Harassment Policy. A copy of MFA's Third-Party Code of Conduct and MFA's Anti-Harassment Policy is posted on the MFA website for review at <https://housingnm.org/rfps/rfps-rfqs>. 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.
5. Offeror shall provide a written certification that Offeror is eligible to participate in any and all federal or state funded housing programs; is not currently facing disciplinary action by any federal, state or local entity; is not suspended, debarred or excluded from participation in any federal or state funded housing program; and is not listed as an excluded party (ies) on the System for Award Management's list of excluded parties accessed at www.sam.gov; and has not been debarred by MFA.
6. Offeror shall provide its authorization to do business in New Mexico and include a copy of relevant documentation evidencing authorization, or, in the event the Offeror is not currently authorized to do business in New Mexico, the Offeror should include the method and timeline for gaining authorization.
7. Offeror must identify and fully explain all third-party agreements, joint venture arrangements, and/or relationships that will result in the provision of any services in whole or in part by outside parties, third-party contractors, affiliates, or subcontractors. Offerors must provide documentation regarding the qualification and experience of all third-party firms, as well as for each staff member proposed to be involved in performing the services described herein. In addition, Offeror must clearly delineate the duties and obligations being assumed by which parties in carrying out the Services to be Performed. In identifying any such parties, Offeror must include each party's full legal name, state of organization (in the case of an entity), and all contact information (e.g. address, phone, email address, primary point of contact, etc.).
8. MFA may deem any proposal as failing to meet these requirements to be unresponsive, resulting in elimination of the proposal from consideration.

Part III: Services to be Performed

MFA may award multiple contracts for housing counseling and/or legal services under this RFP to maximize services to be performed as described herein. As requested by MFA, professional foreclosure prevention housing counseling or legal services required to be provided and to be incorporated into the contract(s) to be awarded pursuant to this RFP include without limitation the following:

1. Provide professional services related to foreclosure prevention including without limitation, meaningful foreclosure prevention counseling, legal representation, housing counseling services, assistance and education

to homeowners for accessing loss mitigation information, successfully completing loss mitigation applications, related forms, and providing related documentation to servicers.

2. Provide HAF program information to homeowners and assistance to HAF applicants to successfully complete a HAF application. Educate homeowners on the benefits of HAF in conjunction with loss mitigation.
3. Partner with MFA, financial institutions, servicers, and mortgage groups to identify and reach targeted homeowners facing foreclosure.
4. Represent eligible homeowners free of charge in foreclosure proceedings to include negotiating legal agreements, drafting legal documents and/or reviewing agreements related to any foreclosure process or proceedings.
5. Perform appropriate trainings to increase general knowledge and awareness of foreclosure prevention programs, financial literacy, and/or homeownership preservation strategies.
6. Conduct outreach and marketing to inform New Mexico homeowners of available housing counseling and/or legal services.
7. Coordinate with the MFA HAF Program regarding HAF grant management including without limitation 1.) providing applicant data and documentation via MFA system of record, 2.) qualifying housing counseling and legal services beneficiaries according to HAF eligibility requirements, 3.) following up with applicants referred through the HAF program for housing counseling and/legal services, and 4.) providing necessary data to complete all required reporting including Article VII, the State, MFA, Treasury, or the New Mexico State Auditor.

Part IV: Program Design and Management

Offerors should provide detailed responses regarding their Program Design and Management and include them with Part VII, subpart 4 of their proposal, addressing without limitation the following:

1. Describe any challenges your organization has experienced in implementing its foreclosure prevention program since the COVID-19 pandemic began in March 2020. Discuss plans or procedures put in place to address these challenges.
2. Describe how your organization has prepared or is preparing for an increased demand in housing counseling and/or foreclosure prevention services. Include a description of your organization's capacity for each year the grant is active (through 2025), including number of households that could be served. Describe how your organization plans to or is providing in-person or virtual services and in what situations your organization will provide in-person versus virtual services.
3. Describe your organization's methods for providing state-wide or regional services, marketing, outreach, training, and education. Include methods for providing services to households with limited or no access to internet service or virtual tools, low- and moderate-income households, households where English is not the primary language, and/or overcoming other barriers to access.

4. Describe your organization's staffing structure and strategy for recruiting, orienting, training, retaining, and compensating any newly hired staff under the HAF program. Explain how and by when your organization will accomplish this. Also describe anticipated caseload size and managerial oversight.
5. Describe the systems your organization has in place to ensure efficient and effective delivery of foreclosure prevention services that adhere to program and grant requirements. Include a description of how your organization will ensure that homeowners are:
 - i. educated about HAF mortgage assistance, and
 - ii. receive assistance with applying for HAF mortgage assistance, or
 - iii. receive foreclosure prevention counseling or legal services if they are not eligible for HAF mortgage assistance.
6. Describe your organization's service delivery model for foreclosure prevention services. Provide complete responses to questions 6a – 6f:
 - a. Describe your organization's intake and triage procedures, including expected response time to a client's request to initiate services.
 - b. Describe your organization's staff roles relative to foreclosure prevention services (e.g., intake, counseling, follow-up, brief advice, consultation, representation in court proceedings etc.). For each staff role, provide the number of full-time equivalents (FTEs) that will be dedicated to foreclosure prevention services based on HAF grant funds.
 - c. Describe your organization's data collection and reporting procedures. Detail any experience your organization has with reporting to federal programs in the past 24 months.
 - d. Describe your organization's methods of communicating with lenders and/or servicers during the process of assisting foreclosure clients.
 - e. Describe the outcomes your foreclosure prevention clients achieved prior to or during the COVID-19 health crisis, including but not limited to, mortgage refinance, loan modification, forbearance, emergency financial assistance, etc. Where possible, provide specific percentages for each outcome you describe.
7. Describe the client management system (CMS) your organization will use to report HAF results to MFA. Include a description of services provided under each level of a tiered structure, including outcomes where HAF funding was not utilized to achieve resolution.
8. Describe your organization's capacity to track and report client-level data (e.g., client demographics, service outputs, and outcomes achieved) for the HAF program.

9. Describe how your organization stores and disposes of personally identifiable information (PII). Include details for both paper and electronic files and documents.
10. If your organization is a Housing Counseling Agency, complete the chart below.

Counselor's First and Last Name	HUD Certification Status	HUD Certified Counselors Only HUD-Certification Exam Pass Date	Non HUD-certified Counselors Only Trainings Attended/Plan to Attend in 2021-2022	Non HUD-certified Counselors Only Future HUD Exam Date
<i>Please use one row per counselor.</i>	<i>Enter Certified or Non-Certified</i>	<i>Enter the date each certified counselor passed the HUD certification exam.</i>	<i>For each Non-Certified Counselor, provide details about training the counselor has/will attend to help achieve certification.</i>	<i>For each Non-Certified Counselor, provide the date the counselor will take the HUD Certification exam.</i>

11. Describe any partnerships your organization has established that are designed to help homeowners facing foreclosure, especially low-income and socially disadvantaged populations, and people for whom English is not their primary language.²
12. Describe your organization's strategy for identifying and marketing foreclosure prevention services to homeowners, especially low-income and minority populations, and socially disadvantaged individuals.
13. If your organization proposes to provide foreclosure prevention services in a specific geographic area(s), please adequately describe:
- The needs associated with each service area; and
 - How your organization will address those needs and deliver the proposed services to meet the goals as stated in this application.
14. If your organization receives HAF funding, what percentage of total foreclosure prevention services does it anticipate providing to individuals at or below 150% area median income and at risk of displacement due to foreclosure, and/or socially disadvantaged individuals?
15. If your organization receives HAF funding, what percentage of total foreclosure prevention services does it anticipate providing to minority populations at risk of displacement due to foreclosure?

² Only list partnerships that will be in effect throughout the HAF performance period. Examples may include, without limitation, partnerships with homeowner assistance programs and funding providers; partnerships with financial institutions, and mortgage servicers; and partnerships with emergency food or shelter providers, and other social services providers.

16. Describe your fee structure including amounts the Offeror intends to charge for completing the Services to be Performed, your organization’s ability to cover all or a specific geographic region of the state, and ability to limit services based on geographic need.

Part V: Fees

Describe your fee proposal detailing the structure and describing the manner in which fees will be charged and invoiced to MFA in accordance with the Uniform Guidance, amounts allocated to administrative costs such as marketing and outreach, and amounts allocated to staffing costs to provide housing counseling and/or legal services to eligible households.

Selected Offerors will be categorized as a subrecipient of a HAF award made to the State of New Mexico. The HAF award funds are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 and fee proposals should account for reimbursement of direct and indirect costs.

Proposals should include performance metrics and how the performance metrics are related to the proposed fees (e.g., average dollar amount per household assisted). The fee structure should encompass the entire program term through September 30, 2025.

MFA may ask for additional information from an Offeror as needed to evaluate their fee structure. MFA may ask Offerors to revise or amend their fee structure as needed to evaluate their offer.

Part VI: Evaluation Criteria

MFA shall award the contract(s) for Foreclosure Prevention Housing Counseling and/or Legal Services to the Offeror (s) whose proposal is/are the most advantageous to MFA. MFA may award multiple contracts for housing counseling and/or legal services under this RFP to maximize services to be performed as described herein and in seeking to provide statewide services. Proposals may be awarded additional points for operating in areas or regions of the state where there is a lack of service providers.

Proposals that meet the Minimum Qualifications and Requirements shall be evaluated primarily on experience, program design and management, and fees. Proposals shall be scored on a scale of 1 to 100 based on the criteria listed below. Please note that a serious deficiency in any one criterion may be grounds for rejection regardless of overall score.

Criteria	Point Range	Maximum Points
1. Experience and Capability: Offeror’s skill, knowledge and experience with <ul style="list-style-type: none"> a. providing housing counseling services and/or providing legal assistance and representation to New Mexico homeowners b. providing support in similar government programs c. adhering to federal program guidelines 	0-35	35

2. Program Design and Management: Offeror's ability to deliver responsive services and Offeror's availability as evidenced by: a. demonstrated outcomes of HUD-certified housing counseling and/or legal services b. designation of knowledgeable staff to coordinate all aspects of foreclosure prevention and loss mitigation c. innovative strategy to target and assist underserved populations and at-risk low-income families facing foreclosure d. align with MFA's mission on affordable housing and the stated goals of the HAF programs	0-35	35
3. Fees: a. Offerors proposed fees and fee structure to provide the Services to be Performed described in this RFP. Fees are limited to 5% of the total grant amount allocated to the State of New Mexico under the American Rescue Plan Act Homeowner Assistance Fund.	0-15	15
4. Geographic coverage a. ability to provide statewide housing counseling/legal services and/or provide services in areas of the state that are typically underserved (i.e. rural and tribal areas, counties of persistent poverty)	0-10	10
5. References	0-5	5
Maximum Points	100	100

Part VII: Proposal Format and Instructions to Offeror

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

1. Letter of Transmittal – to include at least the following:
 - a. Name, address and telephone number of Offeror and name of contact person.
 - b. A signature of the Offeror or any partner, officer or employee who certifies that he or she has the authority to bind the Offeror.
 - c. Date of proposal.
 - d. A statement that the Offeror, if awarded the contract, will comply with the contract terms and conditions set forth in this RFP.
 - e. A statement that Offeror shall hold proposed rate during the entire term of the contract.
 - f. A statement that the Offeror's proposal is valid for ninety (90) days after the deadline for submission of proposals.

2. Disclosure and Certifications – Offeror shall provide:
 - a. A written statement disclosing: (1) any political contribution or gift valued in excess of \$250.00 (singularly or in the aggregate) made by Offeror to any elected official of the State of New Mexico in the

last three years, (2) any current or proposed business transaction between Offeror and any MFA member, officer, or employee, and (3) any other conflict or potential conflict which may give rise to a claim of conflict of interest.

- b. A written statement disclosing any pending investigation, litigation, recent settlements or regulatory sanctions in performing professional services during the past five years involving Offeror's firm or employees or individuals or organizations involved in any third-party agreements or joint venture agreements. Describe any circumstances under which Offeror's firm or any of Offeror's members or employees have been disciplined by any professional licensing, regulatory or ethics entity. Indicate whether Offeror's firm has been involved in any capacity in litigation, investigations or regulatory proceedings involving HUD, the State of New Mexico or any agency thereof.
 - c. A Written certification that Offeror has read and shall at all times conduct itself in a manner consistent with MFA's Third-Party Code of Conduct and MFA's Anti-Harassment Policy.
 - d. A written certification that Offeror is an Equal Opportunity Employer and complies fully with all government regulations regarding nondiscriminatory employment practices.
 - e. A written certification that Offeror is eligible to participate in any and all federal- or state funded housing programs; is not currently facing disciplinary action by any federal, state or local entity; is not suspended, debarred or excluded from participation in any federal or state funded housing program; and is not listed as an excluded party (ies) on the System for Award Management's list of excluded parties accessed at www.sam.gov; and has not been debarred by MFA.
4. Proposals must contain a response to all sections required under Part III Services to be Performed and Part IV Program Design and Management and should be organized in the same manner as the individual information requested in the relevant sections.

Offerors are not required to provide both housing counseling and legal services and should indicate in responses which services they propose to provide and in which geographic regions of the state. Exhibits containing additional information may be attached to provide a more detailed response to a question, but only if clearly identifiable as a response to a specific question.

5. Proposals must include a detailed fee proposal describing the manner in which fees will be charged and invoiced to MFA as described in Section V above, amounts allocated to administrative costs such as marketing and outreach, and amounts allocated to staffing costs to provide housing counseling and/or legal services to eligible households.
6. References
- a. Offeror shall provide at least one reference for Offeror's work for financial institutions, governmental entities, and/or mortgage servicers.
 - b. Offeror shall provide at least two references for whom Offeror has provided Foreclosure Prevention Housing Counseling and/or Legal Services.
 - c. Offeror shall provide at least three and no more than five reference contacts on the Reference Contact Form attached hereto as **Exhibit A**. MFA will communicate with references independently to obtain appropriate feedback.

7. Please provide any other relevant information which will assist MFA in evaluating Offeror's ability to provide Foreclosure Prevention Housing Counseling and/or Legal Services to MFA.

Part VIII: Principal Contract Terms and Conditions

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

Appropriations. MFA's performance and liability under this Agreement is contingent upon sufficient authority and appropriations being granted to the Grantor by Treasury, the United States Congress and the New Mexico Legislature.

Anti-Lobbying: To the best of the Contractor's knowledge and belief, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraphs (1) and (2) of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Uniform Administrative Requirements: As applicable, Contractor shall comply with applicable uniform administrative requirements, as described in 2 CFR 200.

ARP Act Compliance: Except to the extent Treasury waives any Federal requirement or regulation, Contractor shall abide by all applicable Federal and State laws, regulations and rules, policies, guidelines, and requirements with respect to the use of HAF funds, including but not limited to the following:

1. The ARP Act.
2. The Treasury Guidance.
3. Any laws or regulations cited in the Treasury Guidance.

Equal Employment. Contractor certifies it is an Equal Opportunity Employer and complies fully with all government regulations regarding nondiscriminatory employment practices.

Hold Harmless and Indemnification. Offeror shall indemnify, defend, and hold harmless MFA and the State of New Mexico, its officers, directors, agents, employees, successors and permitted assigns (each, a "MFA Indemnitee") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including attorneys' fees, that are incurred by a MFA Indemnitee (collectively, "Losses") arising out of or related to any third party claim alleging (i) breach or non-fulfillment of any provision of this Agreement by Offeror or Offeror's personnel; (ii) any negligent or more culpable act or omission of Offeror or Offeror personnel, including any reckless or willful misconduct, in connection with the performance of Offeror's obligations under this Agreement; (iii) any bodily injury, death of any person, or damage to real or tangible, personal property resulting from willful, fraudulent, or negligent acts or omissions of Offeror or Offeror personnel, or (iv) any failure by Offeror or its personnel to comply with any applicable federal, state or local laws, regulations, or codes in the performance of its obligations under this Agreement. Offeror shall further defend, indemnify, and hold harmless MFA Indemnitees from and against any and all claims that any of the Services or deliverables or MFA's receipt or use thereof infringes any intellectual property right of a third party.

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

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

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

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

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

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

Termination for Cause. In accordance with 2 CFR 200.339 and 200.340, MFA shall have the right to suspend or terminate this Agreement, in whole or in part, if Contractor fails to comply with the conditions of the Federal award.

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

Termination for convenience of MFA. MFA, by written notice, may terminate this contract, in whole or in part, when it is in MFA's interest. If this contract is terminated, MFA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

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

Independent Offeror. The nature of the Offeror's and its staff's relationship to MFA will be that of an independent contractor, and the Offeror will not be deemed an agent, employee or servant of MFA. The compensation agreed upon by MFA and the Offeror will not be subject to withholding from taxes, F.I.C.A., or otherwise, and nothing in this Agreement burdens MFA with the duties of an employer concerning the Offeror and its staff under any state worker's compensation laws, state or federal occupational health and safety laws, or any other state or federal laws. The Offeror and its staff will not participate in any of the fringe benefits generally made available by MFA to its officers or employees. MFA will not provide the Offeror office space, clerical help, office supplies or the like except as mutually agreed to by MFA and the Offeror. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

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

otherwise excluded from or ineligible to participate in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."

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

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

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

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

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

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

New Mexico Mortgage Finance Authority

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Lizzie Ratnaraj, Chief Financial Officer

Donna Maestas-De Vries, Chief Housing Officer

Jeff Payne, Chief Lending Officer

**EXHIBIT A
REFERENCE CONTACT FORM**

The New Mexico Mortgage Finance Authority, as part of the RFP process, requires Offerors to submit at least one reference from financial institutions, governmental entities, and/or mortgage servicers and at least two references for whom Foreclosure Prevention Housing Counseling and/or Legal Services have been provided as required within this document. The purpose of these references is to document Offeror’s experience relevant to the scope of work to establish Offeror’s responsibility.

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):	

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):	

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):	