



Request for Proposal (RFP)

Housing Development Legal Services

September 17, 2026

Housing New Mexico | New Mexico Mortgage Finance Authority (MFA)
7425 Jefferson St. NE, Albuquerque, NM 87109 | housingnm.org | 505-843-6880

**New Mexico Mortgage Finance Authority
Request for Proposals
To Provide Housing Development Legal Services**

Part I: Background & General Information

Introduction

The New Mexico Mortgage Finance Authority (“Housing New Mexico”) is a governmental instrumentality, separate and apart from the state, created by the Mortgage Finance Authority Act, NMSA 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

This Request for Proposals (RFP), issued in accordance with the New Mexico Mortgage Finance Authority Procurement Policy, invites qualified law firms with the necessary skills, knowledge, and experience (“Offerors”) to submit proposals for professional legal services to Housing New Mexico.

Questions and Answers

Questions pertaining to this RFP and application must be submitted via the Housing New Mexico website at <https://housingnm.org/funding-opportunities/rfps-rfq>. Then under “Current RFP’s,” select “Housing Development Legal Services RFP.” On the Housing Development Legal Services RFP page, select the “Housing Development Legal Services FAQs” link. Questions will be checked daily. The FAQ will open the day after the RFP issues, on September 18, 2026, and will close on October 21, 2026. To submit 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 will make every attempt to answer questions within two (2) business days.

Proposal Submission

Proposal submissions must be received no later than October 23, 2026, at 4:00 p.m., Mountain Time. Proposals which are not received by this time will not be accepted.

Utilize one of the following methods for proposal submission:

Via E-mail: Send to gmaestas@housingnm.org with a subject line of “Proposal to Furnish Housing Development Legal Services.” This is the preferred method and hard copies are not required.

Via USPS, FedEx, UPS, or other courier delivery: Deliver the original and six (6) copies of the proposal to Housing New Mexico’s office located at 7425 Jefferson St NE., Albuquerque, New Mexico 87109. Proposals shall be in sealed envelopes marked “Proposal to Furnish Housing Development Legal Services.”

Proposal Tenure

All proposals shall include a statement that the proposal shall be valid until contract award, but no more than ninety (90) calendar days from the proposal due date.

RFP Revisions and Supplements

If it becomes necessary to revise any part of this RFP or if additional information is necessary to clarify any provision of this RFP, the revision or additional information will be posted on the Housing New Mexico web site.

Incurred Expenses

Housing New Mexico 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 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 addressed to Housing New Mexico, 7425 Jefferson St NE., Albuquerque, New Mexico 87109 ATTN: George Maestas

Evaluation of Proposals, Selection and Negotiation

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

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

Interview

If selected as a finalist, Offerors agree to provide Housing New Mexico 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 Housing New Mexico's sole discretion.

Award Notice

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

Proposal Confidentiality

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

Housing New Mexico 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

Housing New Mexico 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 Housing New Mexico. The protest must be written and addressed to:

George Maestas, Director of Housing Development
New Mexico Mortgage Finance Authority
7425 Jefferson St NE.,
Albuquerque, New Mexico 87109
Or:
gmaestas@housingnm.org

The protest must be submitted to Housing New Mexico 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 Housing New Mexico'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 Housing New Mexico 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 Housing New Mexico's Board of Directors, all proposals will be open to the public for inspection pursuant to Housing New Mexico's Request to Inspect Documents Policy. Confidential information shall only include such information as is excepted under Section 14-2-1 NMSA 1978.

If Housing New Mexico 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. Housing New Mexico will provide the Offeror with a written notice of determination which details which information Housing New Mexico 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:

- ◆ The firms of all Offerors 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
- ◆ All Offerors must provide a firm bio and at least 5 references from current or past clients for whom Offeror has provided legal services
- ◆ All Offerors must have at least five years' experience in New Mexico real estate law; land use law, and in representing lenders in commercial real estate transactions in New Mexico. Offerors must also have substantial expertise in federal and state tax laws impacting real estate development transactions; and the rules, regulations and guidelines of both

governmental and private mortgage insurers and secondary mortgage market conduits affecting the mortgage banking business. Additionally, Offerors must have experience with federal housing development programs, including HUD and USDA Rural Development insured mortgage lending programs; the Low Income Housing Tax Credit (LIHTC) Program; the HOME Investment Partnerships (HOME) Program; and the federal laws, rules and regulations applicable to acquisition and development financing, and construction and permanent financing of multi-family and single family housing projects on Native American trust lands.

- ◆ All Offerors must have substantial expertise in the federal and state laws governing multi-family mortgage foreclosure, bankruptcy and mortgage lending; and experience with foreclosure proceedings on multi-family loans to include, but not limited to, HUD 542(c), LIHTC, and HOME.
- ◆ 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, is listed as an excluded party (ies) on the System for Award Management's list of excluded parties accessed at www.sam.gov, or is otherwise restricted from participating in Housing & Urban Development (HUD) programs.

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 Housing New Mexico member, officer, or employee, and (3) any other conflict or potential conflict which may give rise to a claim of conflict of interest.
2. Offeror shall provide a written statement disclosing any pending investigation, litigation, recent settlements or regulatory sanctions in performing professional services during the past five years involving Offeror's firm or employees or individuals or organizations involved in any third-party agreements or joint venture agreements. Describe any circumstances under which Offeror's firm or any of Offeror's members or employees have been disciplined by any professional licensing, regulatory or ethics entity. Indicate whether Offeror's firm has been involved in any capacity in litigation, investigations or regulatory proceedings involving HUD, the State of New Mexico or any agency thereof.
3. A Written certification that Offeror has read and shall at all times conduct itself in a manner consistent with Housing New Mexico's Code of Conduct and Anti-Harassment Policy. A copy of NEW MEXICO MORTGAGE FINANCE AUTHORITY THIRD-PARTY CODE OF CONDUCT and Housing New Mexico's Anti-Harassment Policy is posted on the Housing New Mexico website for review at <https://housingnm.org/funding-opportunities/rfps-rfqs>. Upon request by Housing New Mexico, Offeror shall disclose information Housing New Mexico 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 Housing New Mexico.

Part III: Services to be Performed

As requested by Housing New Mexico, professional Housing Development legal services are required to be provided and to be incorporated into the contract to be awarded pursuant to this RFP include, but are not limited to, the following:

2. Provide legal assistance with respect to Housing New Mexico programs, including federal programs administered by Housing New Mexico; prepare and review Housing New Mexico program documents and assist Housing New Mexico in evaluating and developing options and alternatives for financing Housing New Mexico programs; cooperate with and assist General Counsel.
3. Prepare or assist with the preparation of legal and other documents, to include single family and multi-family real estate transaction documents that are required to be prepared and adopted by Housing New Mexico to administer Housing New Mexico programs, as well as programs designated to Housing New Mexico by the State.
4. Provide legal services regarding Housing New Mexico loan and tax credit programs, to include multi-family and single-family program loans, to facilitate recovery of Housing New Mexico's interest as it relates to foreclosures and bankruptcies, and provide services for all other legal matters related to Housing New Mexico development programs according to the federal Low Income Housing Tax Credit (LIHTC) program, HUD 542(c) Risk Sharing program, HUD HOME Investment Partnerships (HOME) program, HUD (National) Housing Trust Fund program, the New Mexico Housing Trust and all other regulating agency guidelines.
5. Provide legal services for multi-family mortgage foreclosures, leverage financed loans, cross-claims on subordinate mortgages, and bankruptcy processing for Chapter 7, Chapter 11 and Chapter 13 cases.
6. Represent Housing New Mexico in matters affecting Housing New Mexico's multi-family loan portfolio, including litigation involving financial institutions, mortgage finance companies, and brokerage houses, as required by Housing New Mexico.

Part IV: Compensation

Fee basis should be an all-inclusive, hourly fee, which should include staff time and "out-of-pocket expenses." Offeror must provide an hourly fee breakdown for each staff position it would propose to use and/or make available to Housing New Mexico for use as needed. Offeror must also state in their submission how long the Offeror can hold the all-inclusive hourly fee rates with the minimum amount of time being three (3) years from the date of proposal and should address how increases will be negotiated. If selected, contracts with Offerors must reflect the all-inclusive, hourly fee rates proposed.

Billing on the project shall occur on a frequency to be negotiated with successful Offeror(s) and will be based on hours spent on the project and associated costs.

Part V: Evaluation Criteria

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

Criteria	Point Range	Maximum Points
1. Experience and Capability: Offeror's skill, knowledge and experience with- a. New Mexico real estate, land use law, representation of lenders in commercial real estate transactions in New Mexico; the mortgage banking industry; federal and state tax laws impacting real estate development transactions; and the rules, regulations and guidelines of both governmental and private mortgage insurers and secondary mortgage market conduits affecting the mortgage banking business. b. Insured mortgage lending programs, the Low Income Housing Tax Credit (LIHTC) Program, and the HUD National Housing Trust Fund, and the HOME Investment Partnerships Program; and the New Mexico Housing Trust Fund; and federal laws applicable to acquisition and development financing, and construction and permanent financing of multi-family and single-family housing projects on Native American trust lands. c. State and Federal laws related to multi-family foreclosure, bankruptcy and mortgage lending; foreclosure proceedings on Low Income Housing Tax Credits and multi-family development loans, including HUD 542(c), HOME, National Housing Trust Fund and New Mexico Housing Trust Fund.	0-15 0-15 0-15	45
2. Responsiveness to Housing New Mexico and Technical Capabilities: Offeror's ability to deliver Housing Development legal services and Offeror's availability for consultation and discussion, as evidenced by: 3. the designation of a lead attorney, preferably at partner level in the firm, assigned to Housing New Mexico matters on a high-priority basis, who will act as the main contact for Housing New Mexico staff for all communications, including billing, and who will coordinate all aspects of the contractual representation, including direction of the	0-15 0-10	25

activities of all other attorneys assigned by the firm to represent Housing New Mexico; 4. Offeror's technical support capabilities and availability to be reached by telephone and email during business hours, off hours, weekends, and holidays.		
3. Fees: Hourly basis-- hourly rates and other fees and costs	0-20	20
4. References	0-5	5
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
Maximum Points	100	

Part VI: Proposal Format and Instructions to Offeror

Proposals submitted to Housing New Mexico 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.
 - a. A signature of the Offeror or any partner, officer or employee who certifies that he or she has the authority to bind the Offeror.
 1. Date of proposal.
 - A. A statement that the Offeror, if awarded the contract, will comply with the contract terms and conditions set forth in this RFP.
 2. A statement describing how long the Offeror can hold the hourly rates with the minimum being three (3) years from date of proposal.
 8. A statement that the Offeror's proposal is valid for ninety (90) days after the deadline for submission of proposals.
- A. 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 Housing New Mexico 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. Offeror shall sign and abide by the NEW MEXICO MORTGAGE FINANCE AUTHORITY THIRD-PARTY CODE OF CONDUCT (EXHIBIT B).
- 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 Housing New Mexico.

3. Experience and Capability

- A. A detailed description of Offeror's technical capabilities to provide responsive and professional services to Housing New Mexico if the contract were awarded to Offeror (e.g., ability to prepare and respond to documents in a timely manner, expertise of administrative support staff, etc.).
- B. A description of financial institutions, clients, state agencies, municipalities, local governments, mortgage lenders, real estate enterprises, etc. represented by or for which Offeror has represented currently or in the last ten years.
- C. 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 in retaining other counsel to represent Housing New Mexico. 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
- D. 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.

4. Responsiveness to Housing New Mexico and Technical Capabilities

- A. Offeror's proposal for delivering services, including organization of responsibilities, work plan, approach, and the availability of personnel for consultation, discussion and coordination with staff, and for travel both within and outside New Mexico, as necessary, to serve the needs of Housing New Mexico.
- B. 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 matters.

5. Fees

- A. Services performed under this RFP for Housing Development legal services will be provided on an hourly basis. A specific fee schedule for Housing Development legal services must be included in this proposal. Please include the following information:
 - (i) A list of all Offeror's employees including attorneys, paralegals and support staff who are to work on Housing New Mexico matters and their specific hourly rates, and if the rate varies by the type of service, the hourly rate for different types of service; include a breakdown of the allocation of time between the named lead attorney and any associate or staff (so Housing New Mexico can score fee structure based on actual anticipated costs);
 - (ii) Offeror's minimum billing unit;
 - (iii) Information regarding Offeror's ability to provide detailed monthly billings summarized by subject matter and a sample itemized bill;
 - (iv) Whether Offeror's proposed rates are the best offered by the firm to any client.
 - (v) 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.
 - (vi) Information regarding Offeror's ability to provide detailed status of active assignments, projects, etc. and a sample report.

6. References

- A. Offeror shall provide at least five references for Offeror's work for financial institutions, governmental entities, and/or mortgage lenders.
- B. Housing New Mexico shall provide the form attached hereto as **Exhibit A** to all references.
- C. Offerors listed in the most recent edition of the Martindale-Hubbell Law Directory with a rating of AV or BV, are to provide the rating.

7. New Mexico Resident Business

1. Evidence that the Offeror is licensed to do business in Mexico.
2. Representation that the majority of Offeror's employees who would perform the services to be performed reside in New Mexico.

8. In preparing Offeror's proposed fee structure, please take note of the following:

- A. Housing New Mexico invites the attention of Offeror to Housing New Mexico'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. Housing New Mexico requires quality professional services at a reasonable cost and the performance of only those services necessary. In evaluating bids, Housing New Mexico 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 in accordance with Housing New Mexico expense reimbursement policies set forth in its Policies and Procedures Manual.
- C. Offeror must absorb the cost of familiarizing itself with Housing New Mexico programs, policies and procedures, rules, regulations and past bond issues. Program documents and any other relevant information shall be made available for Offeror's review at Housing New Mexico's office in Albuquerque. Housing New Mexico will not pay for such work. Indicate how much time Offeror expects to devote to familiarizing itself with Housing New Mexico programs, policies and procedures, rules, regulations and provide a timetable for doing so.
- D. Offeror must give Housing New Mexico at least a three (3) year commitment on the rate schedule offered. The contract may be extended for two, one (1) year periods at the option of the Housing New Mexico Board.
- E. Offeror is required to submit itemized billing statements on a monthly basis.

9. Please provide any other relevant information which will assist Housing New Mexico in evaluating Offeror's ability to provide Housing Development legal services to Housing New Mexico.

Part VII: Principal Contract Terms and Conditions

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

Hold Harmless and Indemnification. Offeror shall indemnify, defend, and hold harmless Housing New Mexico and the State of New Mexico, its officers, directors, agents, employees, successors and permitted assigns (each, a "Housing New Mexico 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 Housing New Mexico 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 Housing New Mexico Indemnitees from and against any and all claims that any of the Services or deliverables or Housing New Mexico's receipt or use thereof infringes any intellectual property right of a third party.

Permitted Subcontractors. Offeror shall obtain Housing New Mexico's written approval, which approval shall be given in Housing New Mexico'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 Housing New Mexico (each such approved subcontractor or other third party, a "Permitted Subcontractor"). Housing New Mexico'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 Housing New Mexico 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 Housing New Mexico shall approve. During the Term and for a period of two years thereafter, upon Housing New Mexico's written request, Offeror shall allow Housing New Mexico or Housing New Mexico's representative to inspect and make copies of such records and interview Offeror personnel in connection with the provision of the Services. Housing New Mexico shall have the right to audit bills submitted to Housing New Mexico under this Agreement both before and after payment. Payment under this Agreement shall not foreclose the right of Housing New Mexico 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 Housing New Mexico and Offeror.

Insurance. Offeror shall procure and maintain at its expense until final payment by Housing New Mexico 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 Housing New Mexico a certificate or certificates, providing for not less than thirty (30) days' notice to Housing New Mexico of non-renewal or cancellation, in form satisfactory to Housing New Mexico 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, Housing New Mexico 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 Housing New Mexico.

- 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 Housing New Mexico.

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 Housing New Mexico annually in the format prescribed Housing New Mexico and is due to Housing New Mexico each year at a time to be determined by Housing New Mexico in its sole discretion.

Termination. If, in the judgment of Housing New Mexico, the Offeror, for any cause, fails or omits to carry out the Work in an acceptable manner Housing New Mexico may give notice in writing of such failure or omission and of a reasonable time within which to cure the deficiency. The Successful Offeror shall take corrective measures within such time. The Successful Offeror's failure to comply with such notice and to cure the deficiency as provided in the notice shall subject this Agreement to immediate termination by Housing New Mexico. In the event of a for-cause termination, Housing New Mexico shall terminate this Agreement by delivering to Successful Offeror a written notice of termination. The effective date of termination shall be the date stated in the notice or, if no date is stated, then the date of delivery of the notice.

Upon such termination, Successful Offeror shall deliver to Housing New Mexico all materials developed under this Agreement. Housing New Mexico shall then have the right to retain the services of other professionals to complete Successful Offeror's Work under this Agreement and shall have no obligation to seek bids for the replacement professional(s). The cost of completing Successful Offeror's Work under this Agreement shall be paid for by applying the balance of the contract amount remaining on this Agreement at the time of termination. If the cost to complete the Work under this Agreement is less than the remaining contract amount, the remaining contract amount shall be paid to Successful Offeror. If the cost of completing the Work under this Agreement exceeds the contract amount, then Successful Offeror shall pay Housing New Mexico for the difference between the contract amount and the cost to complete Successful Offeror's Work.

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

All Offerors must be in good standing with Housing New Mexico and all other state and federal affordable housing agencies. For example, debarment from HUD, Housing New Mexico or other federal housing programs, bankruptcy, criminal indictments or convictions, poor performance on prior Housing New Mexico 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 Housing New Mexico will be that of an independent contractor, and the Offeror will not be deemed an agent, employee or servant of Housing New Mexico. The compensation agreed upon by Housing New Mexico and the Offeror will not be subject to withholding from taxes, F.I.C.A.,

or otherwise, and nothing in this Agreement burdens Housing New Mexico 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 Housing New Mexico to its officers or employees. Housing New Mexico will not provide the Offeror office space, clerical help, office supplies or the like except as mutually agreed to by Housing New Mexico 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 Housing New Mexico. If approved, any assignee will be subject to all terms, conditions and provision of this Agreement.

Intellectual Property Rights; Ownership. Housing New Mexico 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 Housing New Mexico. 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 Housing New Mexico, 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 Housing New Mexico, 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 Housing New Mexico 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 Housing New Mexico under which Offeror shall agree Offeror will not, during the term of this Agreement, or thereafter, without the written consent of Housing New Mexico, disclose to anyone, or use for Offeror's own account, any confidential information concerning the businesses or affairs of Housing New Mexico. Offeror will retain all such knowledge and information respecting such confidential information in trust for the sole benefit of Housing New Mexico. Upon termination of this Agreement, Offeror will deliver to Housing New Mexico 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. Housing New Mexico, 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 Housing New Mexico for all costs and expenses, including reasonable attorney fees incurred by Housing New Mexico 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 Housing New Mexico.

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

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

New Mexico Mortgage Finance Authority

Board Members

Chair Angel Reyes – President, Centinel Bank in Taos

Vice Chair – Derek Valdo – Chief Executive Officer, AMERIND Risk

Treasurer Rebecca Wurzbarger – Strategic Planning Consultant

Member Howie Morales – Lieutenant Governor, State of New Mexico

Member Hector Balderas – Attorney General, State of New Mexico

Member Laura Montoya – Treasurer, State of New Mexico

Member Randy Traynor – Traynor Associates, LLC

Management

Isidoro Hernandez, Executive Director and Chief Executive Officer

Donna Maestas-De Vries, Chief Housing Officer

Jeff Payne, Chief Lending Officer

Jessica Franco, Chief Financial Officer

George Maestas, Director of Housing Development

Jacobo Martinez, Assistant Director of Housing Development

EXHIBIT A

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The New Mexico Mortgage Finance Authority, as part of the RFP process, requires Offerors to submit at least five references from financial institutions, governmental entities, and/or mortgage servicers and at least one reference for whom housing development legal services has been provided as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility. Housing New Mexico will send the following reference form to each business reference listed in Offeror's proposal.

HOUSING DEVELOPMENT LEGAL SERVICES RFP
ORGANIZATIONAL REFERENCE QUESTIONNAIRE FOR:

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

Name: George Maestas
Address: 7425 Jefferson St NE.,
Albuquerque, New Mexico 87109
Telephone: (505) 532-1849
E-mail: gmaestas@housingnm.org

No later than **5:00 p.m. Mountain Time**, and must **NOT** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the individual first named above.

Company providing reference:	
Contact name and title/position:	
Contact telephone number:	
Contact e-mail address:	
Description of services provided:	
Dates services provided (starting and ending):	

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

_____ (3=Excellent 2=Satisfactory 1=Unsatisfactory 0=Unacceptable)

COMMENTS:

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

_____ (3=Excellent 2=Satisfactory 1=Unsatisfactory 0=Unacceptable)

COMMENTS:

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

_____ (3=Excellent 2=Satisfactory 1=Unsatisfactory 0=Unacceptable)

COMMENTS:

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

_____ (3=Excellent 2=Satisfactory 1=Unsatisfactory 0=Unacceptable)

COMMENTS:

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

COMMENTS:

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

COMMENTS:

7. Would you recommend this Offeror's services?

COMMENTS:

EXHIBIT B

NEW MEXICO MORTGAGE FINANCE AUTHORITY THIRD-PARTY CODE OF CONDUCT

- A. Preamble.** The New Mexico Mortgage Finance Authority ("Housing New Mexico"), 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 Housing New Mexico's commitment to conduct its business in an ethical and legal manner, Housing New Mexico requires that all Third Parties doing business with Housing New Mexico 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 Housing New Mexico.
- C. Definitions.** For the purpose of this Third-Party Code of Conduct, the following words and phrases shall have the following meanings:

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

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

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

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 Housing New Mexico. Third Parties must disclose any potential conflicts to Housing New Mexico 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 Housing New Mexico'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 Housing New Mexico Employee, Housing New Mexico Management or Housing New Mexico Member in an attempt to improperly influence Housing New Mexico business decisions.

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

- D. Anti-Discrimination and Anti-Harassment Policy.** Housing New Mexico 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 Housing New Mexico. Housing New Mexico 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.

Housing New Mexico 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.

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

- E. Confidential Information and Intellectual Property.** Third Parties doing business with Housing New Mexico must protect any confidential or proprietary information that belongs either to Housing New Mexico or any other third-party with whom Housing New Mexico does business, if such other third-party has provided Housing New Mexico 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 Housing New Mexico's customers, and personally identifiable or private information about any Housing New Mexico Employee, Housing New Mexico Member, Housing New Mexico Management, third-party, or customer, such as identity, medical, employment, or financial information.

To the extent necessary for a Third-Party to share Housing New Mexico's confidential or proprietary information with a sub-contractor, Housing New Mexico 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 Housing New Mexico when the contractual relationship between Housing New Mexico and the Third-Party has terminated, unless otherwise specified by contract. The obligation to protect Housing New Mexico's confidential and proprietary information continues even after any business relationship between Housing New Mexico and the Third-Party ends.

Housing New Mexico may require that Third Parties sign a separate confidentiality and non-disclosure agreement.

- F. Onsite Visitor Requirements.** While on Housing New Mexico's premises, Third Parties must comply with all Housing New Mexico 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 Housing New Mexico Employee.
 - Promptly reporting known security violations and property loss or damage.
 - Complying with all Housing New Mexico facility requirements, including maintaining a substance-free and violence-free workplace.
 - Any public health and safety policies in effect, including wearing a face mask.
- G. 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 Housing New Mexico's policies and procedures to the extent applicable to the Third-Party and must not violate any terms and conditions established by contract with Housing New Mexico.
- H. Business Integrity.** Any and all forms of illegal or inappropriate activity by a Third-Party doing business with Housing New Mexico, 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 Housing New Mexico.

OFFEROR ACKNOWLEDGMENT

DATE