



# **New Mexico Mortgage Finance Authority**

## **Request for Proposal Consolidated Plan Consulting Services (2025 – 2029)**

June 2023

## Contents

Request for Proposals .....	3
Part I: Background & General Information .....	3
Introduction .....	3
Purpose .....	3
Proposal Submission .....	3
Proposal Tenure .....	4
RFP Revisions and Supplements .....	4
Incurred Expenses .....	4
Cancellation of Requests for Proposals or Rejection of Proposals .....	4
Evaluation of Proposals, Selection and Negotiation .....	4
Award Notice .....	5
Proposal Confidentiality .....	5
Irregularities in Proposals .....	5
Responsibility of Offerors .....	5
Protest .....	6
Part II: Services to be Performed .....	7
Part III: Minimum Qualifications .....	10
Part IV: Compensation .....	10
Part V: Evaluation Criteria .....	11
Part VI: Proposal Format .....	11
Part VII: Principle Contract Terms and Condtions .....	13
Part VIII: Contract Terms and Conditions .....	13
Exhibit A .....	19

**New Mexico Mortgage Finance Authority  
Request for Proposals  
To Provide Consolidated Plan (2025-2029) Consulting Services**

**Part I: Background & General Information**

**Introduction**

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

**Purpose**

The purpose of this Request for Proposals (RFP) is to solicit proposals, in accordance with the New Mexico Mortgage Finance Authority Procurement Policy, from qualified firms which by reason of their skill, knowledge, and experience are able to furnish MFA with professional services as a Consolidated Plan Consultant (Offerors) with respect to MFA’s submittal of the State of New Mexico Consolidated Plan 2025 – 2029 (creating, preparing and composing). In accordance with HUD requirements for the Emergency Solutions Grant (ESG), the Housing Trust Fund (HTF), the HOME Investment Partnership Program (HOME), Housing Opportunities for People living with AIDS/HIV (HOPWA) and the Community Development Block Grant which is administered by Department of Finance and Administration (DFA) all updates for goals and reporting are completed via the Consolidated Plan. MFA submits CDBG data on behalf of DFA for purposes of the Consolidated Plan.

Additionally, as a part of the five (5) year Consolidated Plan, MFA certifies annually that it will Affirmatively Further Fair Housing (AFFH) goals through creation of an Equity Plan. This shall include an analysis of seven (7) fair housing goals, identify issues, create priorities for fair housing, establish goals, and incorporate goals into planning.

**Questions and Answers**

Questions pertaining to this RFP and application must be submitted via MFA’s website at <https://housingnm.org/rfps/rfps-rfqs>. Then under “Current RFP’s,” select “Consolidated Plan Consulting Services RFP.” On the RFP page, select the “Services FAQs” link. Questions will be checked daily. The FAQ will open the day after the RFP issues June 19, 2023, and will close on July 19, 2023. 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 July 19, 2023, at 5:00 p.m., Mountain Time. Proposals which are not received by this time will not be accepted.

Send to Sherry Stephens, via email at [sstephens@housingnm.org](mailto:sstephens@housingnm.org) with a subject line of "Proposal to Furnish Consolidated Plan Consulting Services." This is the preferred method and 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. The Consolidated Plan and all its components (strategic plan, assessments, annual action plan, AFFH equity plan) are due in IDIS ninety (90) days before the start of the program year and no later than April 2, 2025.

### **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 referenced above.

### **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. MFA may reject any or all proposals which is/are not responsive.

### **Offeror's Rights to Withdraw Proposal**

Offerors will be allowed to withdraw proposals by submitting a written withdrawal request addressed to:

Sherry Stephens, Program Manager, Compliance and Initiatives [sstephens@housingnm.org](mailto:sstephens@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 Services to be Performed, Part III Minimum Qualifications and Requirements, 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.

MFA may provide Offerors whose proposals are reasonably likely, in MFA's discretion, to be selected, an opportunity to discuss and revise their proposals prior to award, for the purpose of obtaining final and best offers. Proposals shall be evaluated on the criteria listed in Part V Evaluation Criteria, below.

The MFA Board of Directors shall select the Offeror(s) whose proposal(s) is/are deemed to be most advantageous to MFA to enter into contract negotiations with MFA. If a final contract cannot be

negotiated, then MFA will enter into negotiations with the other Offeror(s). The agreed-upon draft final contract will then be referred to the Contracted Services Committee of the MFA 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 MFA the opportunity to interview designated personnel of the Offeror as identified in their submitted proposal. 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 by email to the contact person identified in Offeror's letter of transmittal, 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 / 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.

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/her financial resources,

facilities, personnel, reputation and experience are adequate to make satisfactory delivery of the services described in this RFP. The unreasonable failure of an Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a Responsible Offeror.

### **Protest**

Any Offeror who is aggrieved in connection with this RFP or the award of a Contract pursuant to this RFP may protest to MFA. The protest must be written and addressed to:

Sherry Stephens, Program Manager, Compliance and Initiatives  
New Mexico Mortgage Finance Authority  
344 Fourth Street S.W.  
Albuquerque, New Mexico 87102

Or:

[ssstephens@housingnm.org](mailto:ssstephens@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's Board of Directors or staff members regarding any proposal under consideration, except when specifically permitted to present testimony to the committee of the Board of Directors, until the protest period has expired, which if there is a protest shall not expire until final determination by the Board of Directors. A proposal will be deemed ineligible if the Offeror or any person or entity acting on behalf of Offeror attempts to influence members of the Board of Directors or staff during any portion of the RFP review process, which remains in effect until the expiration of the protest period, or does not follow the prescribed proposal and protest process.

### **Confidential Data**

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 the 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: Services to be Performed**

As requested by MFA, professional Consolidated Plan Consulting services 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:

1. The Offeror will lead all phases and preparation of the Consolidated Plan, Community Needs Assessment, Housing Market Analysis, Strategic Plan, Annual Action Plan, and AFFH Equity Plan in full accordance with all aspects of HUD guidance to include graphs, tables, pictures, and charts.
2. All Offerors must prepare, organize, compose, and submit Consolidated Plan, Needs Assessment, Market Analysis, Strategic Plan, Annual Action Plan, AFFH Equity Plan to include conferring with and advising the Compliance and Initiatives staff on the development and implementation of an inclusive plan for consultation with public and private agencies, health and social services, business and civic leaders, and fair housing agencies in New Mexico.
3. All Offerors must revise and advise the Compliance and Initiatives Team on the development and implementation of a comprehensive Citizen Participation Plan that includes the following:
  - a. publication of materials
  - b. public hearings in under-served communities
  - c. citizen comment procedures
  - d. process for substantial amendments
  - e. technical assistance provision
  - f. complaint proceduresMFA is particularly interested in innovative, cost-effective methods of meaningful public input, and has the capability of hosting video or hybrid conferencing.
4. All Offerors must consult with the Compliance and Initiatives Team in conducting a comprehensive New Mexico housing market analysis that addresses the following:
  - a. housing availability
  - b. housing affordability
  - c. housing adequacy
  - d. housing accessibility
  - e. barriers to affordable housing
  - f. broadband needs
  - g. hazard mitigation
  - h. special need facilities and services

- i. include plan into strategic planning and programs to be administered

Consultant may utilize and update existing MFA data and resources including projections such as the Statewide Housing Strategy and the most recent Statewide Housing Needs Assessment for this analysis and assessment.

5. All Offerors must advise the Compliance and Initiatives Team on the development of a statistical, analytical assessment of New Mexico's community housing and homeless needs and impediments to housing. Include projected and estimated housing needs for program years 2025 - 2029. The housing needs assessment should address the following:
  - a. income categories of housing ranging from extremely low-income to middle-income
  - b. both tenure types (i.e., owners and renters)
  - c. homelessness and homeless needs
  - d. special needs housing (e.g., elderly, persons with alcohol or drug addiction, mental illness, public housing residents, persons with HIV/AIDS)
  - e. lead-based paint hazards
  - f. public housing and/or non-housing community development needs

Consultant may utilize and update existing MFA data and resources including projections such as the Statewide Housing Strategy and the most recent Statewide Housing Needs Assessment for this analysis and assessment.

6. All Offerors must advise the Compliance and Initiatives Team on the design of appropriate, effective collaboration strategies with Public and Regional Housing Agencies in New Mexico.
  - a. national trends for more efficient resource allocation
  - b. strategies for capacity building in rural areas, specifically (models or best practices)
  - c. assessment of potential program expansion
7. All Offerors must advise the Compliance and Initiatives Team on the development of an Affirmatively Furthering Fair Housing (AFFH) Equity Plan, identify Impediments to Fair Housing Choice consistent with guidance issued by HUD once the final rule is published. This activity should meet new HUD guidance and should include:
  - a. an assessment of the laws, regulations, policies and procedures affecting fair housing
  - b. analyze core areas of inquiry
  - c. identify fair housing issues
  - d. prioritize fair housing issues
  - e. utilize AFFH mapping tool
  - f. establish fair housing goals (encompass access to community assets, affordable housing, homeownership and economic opportunity)
  - g. recommendations and planning to overcome impediments along with measurable results
  - h. incorporate planning and process for yearly evaluation

Consultant should be familiar with secondary data sources such as the AFFH Data and Mapping Tool, Comprehensive Housing Affordability Strategy (CHAS) and other secondary data sources for this assessment.



8. All Offerors must advise the Compliance and Initiatives Team on the development and implementation of a non-housing community development strategy for New Mexico. This activity should include a comprehensive inventory of existing state assets and collection and analysis of data related to:
  - a. total population, population groups
  - b. labor force size, other labor statistics
  - c. employment/unemployment levels
  - d. earnings, total income, per capita income, household income
  - e. education levels
  - f. transportation (problems solutions beyond single jurisdiction)
9. All Offerors must consult with Compliance and Initiatives Team based on the data analysis, inter-agency consultation, and citizen participation process to develop a five-year strategic plan that addresses the following legislated components:
  - a. affordable housing
  - b. homelessness or at risk of
  - c. special needs housing
  - d. non-housing community development
  - e. barriers to affordable housing
  - f. anti-poverty strategy
  - g. coordination of the Consolidated Plan with other organizations
  - h. public housing initiatives
10. All Offerors must review data analysis, inter-agency consultation input and feedback from the citizen participation process, to develop a new five-year Consolidated Plan and advise and work with MFA and DFA to develop the 2025 Action Plan. The resulting 2025-2029 Consolidated Plan should provide a direct link between identified community goals/objectives and priority needs. The 2025 annual action plan should include a clear direction and implementation of said framework.
11. All Offerors must attend public hearings, help analyze public comments, and attend meetings with MFA Board of Directors, DFA staff, and HUD as necessary or requested by MFA.

The complete consolidated plan regulation is available at 24 CFR Part 91 and is posted on HUD's website at <https://www.hudexchange.info/programs/consolidated-plan/> along with guidelines and other information regarding HUD's Consolidated Planning Process. The Consolidated Plan will be submitted to HUD utilizing the eCon Planning Suite Consolidated Plan template in IDIS, as well as a traditional written form as an attachment.

Selected Offerors must also meet the following requirements:

1. Offeror shall provide a written statement disclosing: (1) any political contribution or gift valued in excess of \$250.00 (singularly or in the aggregate) made by Offeror to any elected official of the State of New Mexico in the last three years, (2) any current or proposed business transaction between Offeror and any MFA member, officer, or employee, and (3) any other conflict or potential conflict which may give rise to a claim of conflict of interest.

2. Offeror shall provide a written statement disclosing any pending investigation, litigation, recent settlements or regulatory sanctions in performing professional services during the past five years involving Offeror's firm or employees or individuals or organizations involved in any third-party agreements or joint venture agreements. Describe any circumstances under which Offeror's firm or any of Offeror's members or employees have been disciplined by any professional licensing, regulatory or ethics entity. Indicate whether Offeror's firm has been involved in any capacity in litigation, investigations or regulatory proceedings involving HUD, the State of New Mexico or any agency thereof.
3. A written certification that Offeror has read and shall at all times conduct itself in a manner consistent with MFA's Code of Conduct 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 MFA's website for review at <http://www.housingnm.org/rfp>. Upon request by MFA, Offeror shall disclose information MFA may reasonably request relating to conflict or potential conflicts of interest.
4. Offeror shall provide a written certification that Offeror is an Equal Opportunity Employer and complies fully with all government regulations regarding nondiscriminatory employment practices.
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](http://www.sam.gov); and has not been debarred by MFA.

### **Part III: Minimum Qualifications and Requirements**

Only those Offerors who meet the following minimum criteria are eligible to submit a proposal pursuant to this RFP but are not limited to, the following:

1. Offerors related subcontractors and employees must have at least a bachelor's degree in community planning and development, economics, statistics, or other related field;
2. Offerors, consultant and/or subcontractors must have experience within the last five years in collecting and analyzing regional data regarding housing stock, the housing market, economic conditions, infrastructure needs, homeless needs and facilities, or community development needs;
3. Offerors, consultant and/or subcontractors must have produced similar planning reports within the last five years;
4. Offerors consultant and/or subcontractors must have experience complying with HUD rules, regulations and affordable housing funding sources;

### **Part IV: Compensation**

Fee basis should be an all-inclusive, fixed fee based on completion of service. Offeror must also state in their submission how long the Offeror can hold the all-inclusive fixed-fee for service 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, fixed fee for service. Billing on the project should occur on a frequency to be negotiated with successful Offeror(s) and will be based on proposed fixed fee for service.

**Part V: Evaluation Criteria**

MFA shall award the contract for Consolidated Plan Consultant services to the Offeror whose proposal is most advantageous to MFA. Proposals that meet the Minimum Qualifications and Requirements shall be evaluated primarily on experience and responsiveness to MFA along with technical capabilities. 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.

<b>Criteria</b>	<b>Maximum Points</b>
1. Experience and Capability: Offeror’s skill, knowledge and experience with a. HUD Formula Funds CDBG, ESG, HOME, HOPWA, HTF, requirements b. Development of HUD planning reports (CON plan, Action plan) c. Homeless programs	45
2. Responsiveness to MFA and Technical Capabilities: Offeror’s ability to deliver Consolidated Plan Consultant services and Offeror’s availability for timely consultation and discussion as evidenced by: a. Primary personnel assigned (name, resume, supporting staff) b. Detailed work plan and schedule demonstrating how the offeror will carry out the project, including plan for data gathering, analysis, stakeholder engagement and public input c. Availability to meet completion deadlines	35
3. Client References	5
4. Offeror’s proposed all-inclusive fixed fee and rate schedule	10
5. Interviews, if held	5
<b>Maximum Points</b>	<b>100</b>

**Part VI: 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 describing how long the Offeror can hold the fixed fee rate schedule with the minimum being three (3) years from date of proposal.
- 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](http://www.sam.gov); and has not been debarred by MFA.

3. Experience and Capability

- A. A detailed description of Offeror's skill, knowledge and experience with HUD Formula Funds CDBG, ESG, HOME, HOPWA, HTF, requirements
- B. Development of HUD planning reports (CON plan, Action plan)
- C. Homeless programs
- D. Description of housing finance authority clients, state agencies, municipalities, or local governments represented by which Offeror has performed services currently or in the last five (5) to (10) ten years.

#### 4. Responsiveness to MFA 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 MFA. Include Primary personnel that will be assigned to the Contract and include their name and resume.
- B. A detailed description of Offeror's technical capabilities to provide responsive and professional services to MFA 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, ability to meet deadlines, etc.).
- C. Detailed work plan and schedule demonstrating how the offeror will carry out the project, including plan for data gathering, analysis, stakeholder engagement and public input

#### 5. Fees

- A. Services performed under this RFP will be provided on a provision of all inclusive fixed fee based on service provided.
- B. Proposed billing frequency.
- C. Information regarding Offeror's ability to provide detailed billings summarized by subject matter and sample itemized bill.
- D. Whether Offeror's proposed fees are the best offered by Offeror to any client for a comparable scope of consultation.
- E. All Offerors are responsible for determining fees or costs associated with doing business in New Mexico and those costs must be included as part of the proposal.

#### 6. References

- A. Offeror shall provide at least three references for Offeror's work for financial institutions, governmental entities, and/or mortgage servicers.
- B. Offeror shall provide at least one of the three references for whom Offeror has provided Consolidated Plan Consulting Services.

- C. Offeror shall provide the form attached hereto as **Exhibit A** to all individuals or organizations submitting references on behalf of Offeror. Each reference shall return **Exhibit A** form directly to MFA rather than through the Offeror. The form must be received by MFA by July 19, 2023, to receive points under the Evaluation Criteria.
7. Please provide any other relevant information which will assist MFA in evaluating Offeror's ability to provide Consolidated Plan Consulting services to MFA.

#### **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 MFA 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 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 the 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 two 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 \$1,000,000 per occurrence and \$1,000,000 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.

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 \$1,000,000 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. If, in the judgment of MFA, the Offeror, for any cause, fails or omits to carry out the Work in an acceptable manner MFA 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 MFA. In the event of a for-cause termination, MFA shall terminate this Agreement by delivering to 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 MFA all materials developed under this Agreement. MFA shall then have the right to retain the services of other consulting professionals to complete Successful Offeror's Work under this Agreement, and shall have no obligation to seek bids that replacement consulting 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 MFA for the difference between the contract amount and the cost to complete Successful Offeror's Work.

Termination for convenience of MFA. On fifteen (15) business day's written notice to Successful Offeror, MFA 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, MFA 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 MFA all 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 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 the 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 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 Wurzburger – Strategic Planning Consultant

Member Howie Morales – Lieutenant Governor, State of New Mexico

Member Raul Torres – Attorney General, State of New Mexico

Member Laura Montoya – Treasurer, State of New Mexico

Member Patricia Sullivan – PhD, Associate Dean, New Mexico State University College of Engineering

**Management**

Isidoro Hernandez, Executive Director/CEO

Donna Maestas-De Vries, Chief Housing Officer

Jeff Payne, Chief Lending Officer

Lizzy Ratnaraj, Chief Financial Officer

**EXHIBIT A**

**Consolidated Plan Consulting 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 facsimile or e-mail at:

Name: Sherry Stephens, Program Manager, Compliance and Initiatives  
Address: 344 4<sup>th</sup> St. SW  
Albuquerque, NM 87102  
Telephone: 505-767-2250  
Fax: (505) 243-3289  
E-mail: sstephens@housingnm.org

No later than **July 19, 2023, 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: