Request for Qualifications (RFQ)

Administrative Eligibility and Homeowner Support Services

Home Improvement Program (HIP)

Released: August 24, 2026

Revised: October 15, 2026

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

7425 Jefferson St. NE, Albuquerque, NM 87109 | *housingnm.org* | 505-843-6880

EQUAL HOUSING OPPORTUNITY

REQUEST FOR QUALIFICATIONS (RFQ)

Administrative Eligibility and Homeowner Support Services Home Improvement Program (HIP)

PART I: GENERAL INFORMATION

Purpose and Objectives
New Mexico Mortgage Finance Authority (Housing New Mexico | MFA)("Housing New Mexico") is seeking Statements of Qualifications from qualified organizations to provide administrative support services for the Home Improvement Program (HIP). The purpose of this RFQ is to identify qualified organizations capable of assisting Housing New Mexico with homeowner outreach, application processing, eligibility determination, and other administrative activities as assigned that are necessary for the administration of HOME Homeowner Rehabilitation activities and other housing rehabilitation programs.

Housing New Mexico intends to establish a statewide network of qualified Administrative Contractors to provide eligibility and homeowner support services for the Home Improvement Program (HIP). One or more contracts may be awarded under this RFQ, and contractors may be assigned one or more geographic service areas throughout the State of New Mexico based on organizational qualifications, demonstrated capacity, local presence, program needs, and operational efficiency.

Assignment of a service area does not create an exclusive right to perform services within that area, and Housing New Mexico reserves the right to assign, modify, expand, combine, or reassign service areas as necessary to meet program objectives. All work shall be performed in accordance with applicable federal and state requirements, including 24 CFR Part 92.

Background
The New Mexico Mortgage Finance Authority (Housing New Mexico | MFA) is a governmental instrumentality, separate and apart from the state, created by the Mortgage Finance Authority Act, N.M. Stat. Ann. §§ 58-18-1 et seq. (1978). Housing New Mexico's mission is to finance affordable housing for low- and moderate-income New Mexico residents through innovative products, education, and services. Its vision is that all New Mexicans will have quality affordable housing opportunities.

Housing New Mexico is the Participating Jurisdiction (PJ) for HOME funds and through the Home Improvement Program Housing New Mexico provides critical home repairs, address health and safety concerns, and improve accessibility for low-income homeowners who lack the resources to do so independently. The program is subject to federal procurement and programmatic requirements. As the PJ and grantee, Housing New Mexico retains full responsibility for program implementation and seeks administrative support through this procurement to assist in program delivery throughout the state of New Mexico.

Through this RFQ, Housing New Mexico seeks to contract with qualified organizations capable of supporting the delivery of rehabilitation services by assisting homeowners through the application and eligibility process throughout the state of New Mexico. Selected organizations will be assigned designated service areas.

Geographic Service Areas

Housing New Mexico intends to establish statewide administrative coverage for the Home Improvement Program and may award one or more contracts for geographic service areas throughout the State of New

Mexico. Respondents may propose to serve one county, multiple counties, or other geographic or tribal regions for which they can demonstrate organizational capacity.

Respondents shall identify the counties or geographic areas in which they possess the organizational capacity to provide administrative services.

Housing New Mexico will consider, among other factors:

- Existing organizational presence
- Office location(s)
- Existing staff assigned to the area
- Experience serving the communities
- Existing relationships with local governments, tribal governments, nonprofits, and community partners
- Organizational workload and staffing capacity
- Program needs

Housing New Mexico reserves the right to assign, modify, expand, combine, or reassign service areas at any time.

No Respondent is guaranteed a particular service area.

Schedule of Events

Event	**Date**
RFQ Release Date	August 24, 2026
Questions	Accepted on an ongoing basis
SOQ Submission Period	Open – No Deadline
Evaluation/Selection	Ongoing
Award/Agreement	As needed

Questions and Answers
All questions regarding this RFQ must be submitted via email to the Home Improvement Program (HIP) Program Manager at bcoats@housingnm.org with "HIP Admin RFQ" in the subject line. Housing New Mexico will make every effort to respond within two business days.

Proposal Submission
Statements of Qualifications (SOQs) will be accepted on an ongoing basis beginning August 24, 2026. There is no deadline to submit an SOQ.

SOQs must be submitted via email to: bcoats@housingnm.org the HIP Program Manager

RFQ Revisions and Supplements
Any revisions or supplemental information related to this RFQ will be posted on the Housing New Mexico website: https://housingnm.org/rfps/rfps-rfqs

Incurred Expenses
Housing New Mexico is not responsible for any expenses incurred by Respondents in the preparation, submission, or presentation of proposals or related materials. All such expenses are the sole responsibility of the Respondent.

Cancellation or Rejection of Proposals
Housing New Mexico reserves the right to cancel this RFQ at any time or reject any or all proposals that do not meet the requirements or objectives of the procurement.

Evaluation of Submission
Submissions will be evaluated by Housing New Mexico's Community Development Department staff and leadership using the criteria described in PART IV - Evaluation Criteria. The HIP program manager will present recommendations to Housing New Mexico management and Housing New Mexico's Policy Committee as required under Housing New Mexico's Delegations of Authority. Final selections will be made by Housing New Mexico's Policy Committee at a regularly scheduled weekly meeting. This is a competitive procurement; only submissions meeting the minimum requirements will be considered for award.

Housing New Mexico does not guarantee and is not obligated to make a selection. Selections will be based upon available funding, respondent qualifications, evaluation scores, demonstrated organizational capacity, and Housing New Mexico program needs.

Deficiency Correction Period
Upon receipt of a Statement of Qualifications, Housing New Mexico will review the submission for completeness. If required documents or information are missing, Housing New Mexico may notify the Respondent and provide an opportunity to correct minor deficiencies. The Respondent shall submit the requested information within seven (7) calendar days of notification. Failure to provide the requested information within the allotted time may result in the Statement of Qualifications being determined non-responsive.

Deficiency corrections are limited to missing or incomplete required submission documents. Housing New Mexico may not permit revisions that materially alter or improve the Respondent's qualifications, technical approach, or other scored evaluation criteria after the initial submission.

Intent to Award Notice
Following evaluation and ranking of qualifications, Housing New Mexico will issue a Notice of Intent to Award to all respondents. This notice will identify the top-ranked respondent and will initiate the five (5) calendar day protest period. Only after the protest period has closed or any protest has been resolved will Housing New Mexico proceed to negotiate a contract.

Protest Procedure
Any Respondent who is aggrieved in connection with this RFQ or the notification of preliminary selection under this RFQ may protest to Housing New Mexico. A protest must be based on an allegation of the failure of Housing New Mexico to adhere to the evaluation process as designated in the RFQ. The protest must be e-mailed to Housing New Mexico's contact person shown below:

Community Development Department Program Coordinator
CDDprogramcoordinator@housingnm.org
505-532-1704

A Respondent may protest Housing New Mexico's preliminary Notice of Intent to select a Respondent by submitting a written protest to Housing New Mexico within five (5) business days after issuance of the preliminary Notice of Intent.

Upon timely receipt of a protest, the Program Manager shall provide notice of the protest to all Respondents who appear to have a substantial and reasonable prospect of being affected by the outcome of the protest. Respondents receiving notice may submit a written response to the protest within five (5) business days of receiving notice.

The protest shall be reviewed by the Policy Committee of Housing New Mexico, which may consider all relevant procurement documentation and any written statements or testimony submitted in support of or in response to the protest. The Policy Committee shall issue a final determination regarding the disposition of the protest within fourteen (14) calendar days of receipt of the protest, unless additional time is necessary due to the complexity of the matter.

The decision of the Policy Committee shall constitute Housing New Mexico's final administrative determination regarding the protest.

Respondents or their representatives shall not communicate with Housing New Mexico's Policy Committee or any Housing New Mexico staff member regarding any proposal under consideration, except when specifically permitted to present testimony to the Policy Committee. A proposal will be deemed ineligible if the Respondent or any person or entity acting on behalf of the Respondent attempts to influence members of the Policy Committee or Housing New Mexico staff during any portion of the RFQ review process or does not follow the prescribed proposal and protest process.

Responsibility of Respondent
A "Responsible Respondent" is one that submits a complete and compliant qualifications package and provides sufficient evidence of qualifications, experience, and capability. If a respondent fails to provide the required information or otherwise demonstrates an inability to perform, they may be disqualified from consideration.

If a respondent who was likely to be selected is later found to be unqualified or incapable of doing the work, a written explanation will be prepared, and that person or firm will no longer be considered.

Housing New Mexico will determine contractor responsibility in accordance with applicable federal procurement requirements, including 2 CFR Part 200.

Code of Conduct
No board member, employee or management of Housing New Mexico shall have any direct or indirect interest in any contract with the Respondent, nor shall any contract exist between Respondent or its affiliate and any Housing New Mexico Board member or employee that might give rise to a claim of conflict of interest. Any violation of this provision will render void any contract between Housing New Mexico and the Respondent for which Housing New Mexico determines that a conflict of interest exists as herein described, unless that contract is approved by a majority of all the Board of Directors of Housing New Mexico after full disclosure, in accordance with Housing New Mexico's Conflict of Interest Policy.

Respondent shall provide a statement disclosing any political contribution or gift valued in excess of $250 (singularly or in the aggregate) made by Respondent or on Respondent's behalf to any elected official of the state of New Mexico currently serving or who has served on Housing New Mexico's Board of Directors in the last three years.

Respondent shall warrant that it has no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the performance agreement entered into with Housing New Mexico pursuant to this RFQ. Respondent shall at all times conduct itself in a manner consistent with Housing New Mexico's Third-Party Code of Conduct. A copy of Housing New Mexico's Third-Party Code of Conduct is included as Exhibit A to this RFQ . Upon request by Housing New Mexico, Respondent shall disclose information Housing New Mexico may reasonably request relating to conflicts or potential conflicts of interest.

After selection, all submissions and supporting documents will be open to the public for inspection and copying pursuant to Housing New Mexico's Request to Inspect Documents policy.

PART II: SCOPE OF SERVICES TO BE PERFORMED

The selected contractor will assist Housing New Mexico with the following administrative services:

A. Existing Waitlists and Program Transition

When a Contractor is transitioning an existing housing rehabilitation program or waiting list to the Housing Improvement Program (HIP) Hybrid Model at the direction of Housing New Mexico, the Contractor shall cooperate with Housing New Mexico to facilitate the orderly transfer of eligible applicants and applicable waiting list information. Any transfer of applicant information shall be conducted in accordance with Housing New Mexico's direction, applicable program requirements, and all applicable privacy and data security requirements.

Housing New Mexico will determine which applicants and waiting list information are eligible for transfer and incorporation into the official HIP waiting list.

B. Application Intake and Waitlist Coordination

The Contractor shall provide homeowner intake and eligibility support services for applicants assigned by Housing New Mexico within the Contractor's designated service area(s).

Responsibilities shall include:

- Contact homeowners referred by Housing New Mexico from the official HIP waiting list maintained in Neighborly Software.
- Process applicants in the order established by Housing New Mexico based on the Program's waiting list preferences and chronological date of application, unless otherwise directed by Housing New Mexico.
- Initiate contact with homeowners to explain program requirements, obtain required authorizations, and request supporting documentation.
- Review submitted documentation for completeness and identify any missing or inconsistent information.

- Maintain regular communication with applicants regarding the status of their eligibility documentation.
- Notify Housing New Mexico if an applicant declines assistance, is unresponsive, or is otherwise unable to proceed so that the next eligible applicant may be assigned.
- Maintain accurate records of applicant communications and file activity in accordance with Housing New Mexico policies and procedures.
- Protect the confidentiality and security of all personally identifiable information (PII) and other sensitive applicant information received, accessed, or maintained in connection with the Program. The Contractor shall collect, access, use, transmit, store, and dispose of PII only as necessary to perform the services under this Agreement and in accordance with Housing New Mexico policies, applicable federal and state requirements, and any security or data-handling requirements established by Housing New Mexico.
- Promptly notify Housing New Mexico of any actual or suspected loss, unauthorized access, disclosure, use, or compromise of PII or other sensitive applicant information and cooperate with Housing New Mexico in responding to and mitigating the incident.
- Comply with Program eligibility requirements and processes established in the HOME Homeowner Rehabilitation Manual

C. Eligibility Documentation Collection, Verification, and File Preparation

The Contractor shall collect and verify required eligibility documentation and submit a complete eligibility file, together with a recommendation regarding applicant eligibility, to Housing New Mexico. Housing New Mexico retains sole responsibility for the final eligibility determination. Contractor responsibilities shall include:

- Collect and review all required supporting documentation.
- Complete third-party income verifications.
- Complete asset verifications.
- Obtain zero-income certifications when applicable.
- Collect and analyze Asset Divestiture Declarations, when applicable.
- Verify homeowner identity.
- Verify ownership.
- Verify principal residence.
- Verify citizenship or eligible immigration status.
- Complete SAVE verification, when applicable.
- Verify mortgages and property taxes are current.
- Complete the File Worksheet for income eligibility calculations
- Prepare the Income Certification form.

- Documentation supporting any applicable waiting list preference.
- Assemble a complete eligibility file.
- Submit the completed eligibility file to Housing New Mexico through the Neighborly Software or other approved secure electronic transmission methods as applicable, along with a recommendation regarding applicant eligibility.

D. Applicant Communication and Coordination

The Contractor shall:

- Serve as the primary local point of contact for assigned applicants during the eligibility process.
- Respond to applicant inquiries in a timely manner.
- Assist applicants in obtaining required documentation.
- Coordinate appointments as necessary.
- Inform applicants of documentation deficiencies and required corrective actions.
- Keep Housing New Mexico informed of issues that may affect project eligibility or timely processing.

E. Documentation and Reporting

- Maintain all records in accordance with applicable federal record retention requirements and Housing New Mexico policies.
- Maintain complete and accurate records supporting eligibility documentation and verification activities.
- Maintain detailed and accurate records of staff time on individual projects for billing to this contract for reimbursement.
- Maintain records of all funding sources utilized on all projects, when applicable.

F. Additional Funding Sources

Housing New Mexico may utilize additional funding sources to complete rehabilitation projects. Contractors shall comply with any additional administrative requirements applicable to the services they are contracted to perform, as communicated by Housing New Mexico.

G Fair Housing and Nondiscrimination

The Contractor shall perform all services in a manner that complies with applicable federal, state, and local fair housing and civil rights laws. The Contractor shall:

- Comply with the requirements of the Fair Housing Act (42 U.S.C. §§ 3601–3619), Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA), and all other applicable nondiscrimination requirements.
- Provide all applicants with equal access to program information, application assistance, and services without regard to race, color, religion, sex (including sexual orientation and gender identity), national origin, familial status, disability, or any other protected class under applicable law.

- Provide reasonable accommodations and meaningful access for persons with disabilities and individuals with limited English proficiency (LEP), as applicable.
- Conduct all applicant communications and program activities in a manner that affirmatively furthers fair housing and promotes equal opportunity.

PART III: MINIMUM QUALIFICATIONS

Respondents must demonstrate:

- Experience administering federally funded housing and or community development programs.
- Experience conducting household eligibility determination and calculating income for federally assisted housing or community development programs.
- Experience collecting, verifying, and maintaining applicant eligibility documentation.
- Experience managing applicant intake, waiting lists, or case management for federally assisted programs.
- Demonstrated ability to maintain confidential applicant information and comply with applicable federal and state requirements.
- Demonstrated organizational capacity, including adequate staffing, equipment, software, and financial resources necessary to perform the Scope of Services.
- Active registration in SAM.gov and not suspended or debarred from doing business with the federal government.
- Satisfactory record of past performance on comparable contracts, grants, or federally funded programs, if applicable.
- Demonstrated capacity to provide services within the proposed service area(s), including knowledge of local communities and the ability to effectively assist eligible homeowners.
- Demonstrated ability to provide timely customer service and maintain communication with applicants throughout the eligibility process.
- Demonstrated commitment to complying with federal fair housing, civil rights, and nondiscrimination requirements in the administration of federally funded housing programs.

PART IV: SUBMISSION REQUIREMENTS & EVALUATION CRITERIA

Statements of Qualifications must include:

- Appendix A: Agency Information Form — complete and include this form at the beginning of your SOQ.
- Cover Letter – to include general agency background and description of relevant experience.
- Narrative describing the Respondent's approach to completing the Scope of Services, including:
    - Applicant intake and customer service experience

    - Eligibility documentation and verification experience
    - Agency's quality control process for ensuring eligibility files are complete and accurate
    - Policies and procedures regarding records maintenance
    - Methods for safeguarding confidential information
    - Staffing plan and organizational capacity
    - Experience administering federally funded housing or community development programs
    - Experience serving the proposed service area(s)
    - Strategy for outreach and communication with applicants
- Respondents shall submit ***redacted*** applicant eligibility file OR individual work products demonstrating experience performing similar services. At a minimum, the sample should include, if applicable:
    - Third-party income verification(s).
    - Asset verification(s)
    - Income calculation worksheet or equivalent documentation demonstrating knowledge of both asset and income calculation
    - If~~s~~ available, verification(s) of ownership and principal residency.
- Key personnel name, roles, duration of employment at agency, and years of experience (Appendix A).
- Include resumes for key personnel responsible for performing the Scope of Services.
- Organizational Chart
- Respondent's Fair Housing, Equal Opportunity, or Nondiscrimination Policy. (If the Respondent does not have a written policy, the Respondent shall submit a signed statement describing how it complies with applicable fair housing and nondiscrimination requirements.)
- Evidence of Financial Capacity. Respondents shall submit documentation demonstrating the organization's ability to support personnel and operating costs associated with the Scope of Services until reimbursement is received. Documentation may include one or more of the following:
    - A signed statement from the organization's Chief Executive Officer, Executive Director, Finance Director, or Chief Financial Officer certifying that the organization has sufficient unrestricted financial resources or operating funds to support contract performance pending reimbursement;
    - A current operating budget demonstrating available organizational capacity;
    - A recent audited financial statement or financial audit;
    - A recent financial statement (e.g., balance sheet or statement of net position)
- Business license
- General Liability Insurance

- Workers' Compensation Insurance
- SAM.gov Active Registration – with UEI Number
- W-9

Evaluation Criteria
Proposals will be evaluated based on:

Criteria	Weight
Relevant Experience and Qualifications	35%
Technical and Regulatory Compliance Expertise	30%
Organizational and Staffing Capacity	20%
Local Presence & Service Area Capacity	15%

Service Area Assignments

Housing New Mexico intends to award one or more contracts under this RFQ. Following evaluation and selection, Housing New Mexico will assign one or more service areas to each awarded contractor based on the contractor's demonstrated qualifications, organizational capacity, requested service area(s), local presence, existing community relationships, and program needs. Assignment of a service area shall not constitute an exclusive right to provide services within that area, and Housing New Mexico reserves the right to modify service area assignments during the contract term as necessary to meet program objectives.

Housing New Mexico reserves the right to assign multiple contractors within the same geographic area when necessary to meet program needs.

Contract Term and Compensation

Housing New Mexico intends to award a cost-reimbursement contract for administrative services based on actual project delivery costs incurred in performing the Scope of Services. Reimbursement shall be limited to documented costs, in accordance with the executed contract and applicable billing requirements, up to a maximum of $2,000 per project file, subject to Housing New Mexico’s review and approval.

The initial contract term shall be twelve (12) months, with the option to renew or extend based on funding availability, contractor performance, and program needs.

Compliance and Terms

The selected contractor shall comply with all applicable federal, state, and Housing New Mexico program requirements, including, but not limited to:

- 2 CFR Part 200
- 24 CFR Part 92 – HOME Investment Partnerships Program
- The Fair Housing Act (42 U.S.C. §§ 3601–3619)
- Title VI of the Civil Rights Act of 1964
- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act (ADA), as applicable
- Housing New Mexico's HOME Homeowner Rehabilitation Manual and applicable program policies and procedures

Amendment No. 1 – Contract Term and Compensation

New Mexico Mortgage Finance Authority

Home Improvement Program (HIP) Hybrid RFQ for Administrative Eligibility & Homeowner Support Services

Original RFQ Release Date: August 24, 2026

Date Amendment No. 1 Issued: 10/15/2026

Purpose of Amendment

This amendment revises the CONTRACT TERM AND COMPENSATION section of the HIP Hybrid Request for Qualifications (RFQ) to clarify the fee-for-service reimbursement structure and establish a maximum reimbursement amount per case file.

Amendment to RFQ

Original Language:

Housing New Mexico intends to award a cost-reimbursement contract for administrative services based on actual time and materials in accordance with the executed contract and approved billing rates. Payment shall be made on a reimbursement basis for eligible costs incurred in the performance of the Scope of Services.

The initial contract term shall be twelve (12) months, with the option to renew or extend based on funding availability, contractor performance, and program needs.

The original CONTRACT TERM AND COMPENSATION section is hereby deleted and replaced in its entirety with the following:

NEW Contract Term and Compensation Language:

Housing New Mexico intends to award a cost-reimbursement contract for administrative services based on actual project delivery costs incurred in performing the Scope of Services. Reimbursement shall be limited to documented costs, in accordance with the executed contract and applicable billing requirements, up to a maximum of $2,000 per project file, subject to Housing New Mexico's review and approval.

The initial contract term shall be twelve (12) months, with the option to renew or extend based on funding availability, contractor performance, and program needs.

All other terms and conditions of the original RFQ remain unchanged.

End of Amendment No. 1

Appendix A: Agency Information Form

Request for Qualifications (RFQ)
Administrative Eligibility and Homeowner Support Services
Home Improvement Program (HIP)

Respondents must complete this Agency Application Form and include it as the first page of their Statement of Qualifications submission. Incomplete forms may result in disqualification under the minimum requirements.

AGENCY OVERVIEW

Field	Response
Legal Entity Name	
DBA/Program Name (if applicable)	
Organization Type (Nonprofit, Tribal, Government, etc.)	
Mailing Address	
Primary Contact Name and Title	
Primary Contact Phone	
Email Address	
Website	
Federal Tax ID	
Unique Entity ID (issued by SAM.gov)	
SAM Registration Expiration Date	
Year Organization Established	

PROPOSED SERVICE AREAS

Please identify the counties your organization proposes to serve.

County/ Service Area	Existing Office in Area? (Y/N)	Staff Assigned	Years serving community

OFFICE LOCATION

List all offices that will support this contract.

Office Address	County	# of Staff	Services Provided

KEY PERSONNEL ASSIGNED TO THIS CONTRACT

Name	Title/Role	Years Employed	Years of Relevant Experience

- ✓ **Attach resumes for all key personnel as required in Part IV.**

CERTIFICATIONS

The Respondent certifies that:

☐ The information contained in this Statement of Qualifications is true and correct.
☐ The Respondent is actively registered in SAM.gov and is not suspended or debarred from participation in federally funded programs.
☐ The Respondent has the organizational capacity and resources necessary to perform the Scope of Services described in this RFQ.

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT A

NEW MEXICO MORTGAGE FINANCE AUTHORITY THIRD-PARTY CODE OF CONDUCT

A. Preamble. The New Mexico Mortgage Finance Authority ("MFA"), an instrumentality of the state government, exists to serve the citizens of the State of New Mexico. To maintain the respect, trust, and confidence of the public, and consistent with MFA's commitment to conduct its business in an ethical and legal manner, MFA requires that all Third Parties doing business with MFA comply with this Third-Party Code of Conduct and otherwise uphold the highest standards of ethics and behavior.

B. Purpose. The purpose of this Code of Conduct is to provide general guidelines and a minimum standard of conduct for Third Parties doing business with MFA.

C. Definitions. For the purpose of this Third-Party Code of Conduct, the following words and phrases shall have the following meanings:

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

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

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

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

D. Conflicts of Interest. Third Parties should avoid engaging in any activity that would conflict, interfere, or even create the appearance of a conflict with their business with MFA. Third Parties must disclose any potential conflicts to MFA in writing as soon as practicable upon discovery or recognition. Examples of potential conflicts include, but are not limited to:

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

MFA shall not enter into any Transaction with a former MFA Member or former MFA Management for a period of one (1) year after such person ceases to be an MFA Member or

MFA Management, except with prior approval of a disinterested majority of all current MFA Members.

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

E. Anti-Discrimination and Anti-Harassment Policy. MFA is committed to maintaining an employment environment in which all individuals are treated with respect and dignity and expects the same from Third Parties doing business with MFA. MFA expects that Third Parties will maintain a workplace where employment-related decisions are based on performance, ability, or other legitimate, non-discriminatory bases and are never based on race, color, national origin, ancestry, citizenship status, religion, sex, sexual orientation, gender identity, age, physical or mental disability, serious medical condition, marital status, status with regard to public assistance, veteran status, or any other legally-protected status.

MFA also maintains and expects Third Parties to maintain a workplace that is free of unlawful harassment. This includes harassment based upon any of the above legally protected status (such as age, sex, religion, national origin, etc.) and which creates an intimidating, hostile, or offensive working environment. This also includes sexual harassment which is defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidated, hostile, or offensive working environment.

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

F. Confidential Information and Intellectual Property. Third Parties doing business with MFA must protect any confidential or proprietary information that belongs either to MFA or any other third party with whom MFA does business, if such other third party has provided MFA with confidential or proprietary information. Confidential or proprietary information includes, but is not limited to, any non-public financial information, business processes and systems, intellectual property, personally identifiable information of MFA's customers, and personally identifiable or private information about any MFA Employee, MFA Member, MFA Management, third party, or customer, such as identity, medical, employment, or financial information.

To the extent necessary for a Third Party to share MFA's confidential or proprietary information with a sub-contractor, MFA expects the Third Party to implement adequate controls at a level no less than those set forth in this Third-Party Code of Conduct with such sub-contractor. Third Parties must not infringe upon the intellectual property rights of other companies or organizations.

Third Parties must return all confidential and proprietary information in their possession to MFA when the contractual relationship between MFA and the Third Party has terminated, unless otherwise specified by contract. The obligation to protect MFA's confidential and proprietary information continues even after any business relationship between MFA and the Third-Party ends.

MFA may require that Third Parties sign a separate confidentiality and non-disclosure agreement.

G. Onsite Visitor Requirements. While on MFA's premises, Third Parties must comply with all MFA rules and procedures, including security measures and requests. These may include but are not limited to:

- Registering with reception.
- Accessing only authorized areas unless accompanied by an MFA Employee.
- Promptly reporting known security violations and property loss or damage.
- Complying with all MFA facility requirements, including maintaining a substance-free and violence-free workplace.
- Any public health and safety policies in effect, including wearing a face mask.

H. Compliance with Laws, Regulations, Policies and Procedures and Contracts. All Third Parties must comply with all applicable state and federal laws, codes, and regulations and MFA's policies and procedures to the extent applicable to the Third-Party and must not violate any terms and conditions established by contract with MFA.

I. Business Integrity. Any and all forms of illegal or inappropriate activity by a Third-Party doing business with MFA, including, but not limited to, corruption, misrepresentation, extortion, embezzlement, or bribery, are strictly prohibited and may result in termination of any or all agreements with MFA.

OFFEROR ACKNOWLEDGMENT

DATE