

Housing NM | MFA
Request for Proposals for
Consultant for Governmental Services

Part I: Background & General Information

Introduction

The New Mexico Mortgage Finance Authority – which rebranded to Housing New Mexico last month – was created in 1975 by the New Mexico State Legislature to provide quality affordable housing opportunities for all New Mexico residents. 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.

The MFA has a full-time staff which administers its numerous programs, including the following state-funded programs:

- Regional Housing Authorities Act oversight;
- Affordable Housing Act oversight;
- New Mexico Housing Trust Fund oversight;
- Weatherization Assistance Program; and
- Homeless programs.

Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals, in accordance with the MFA Procurement Policy, from qualified offerors who, by reason of their skill, knowledge, and experience can provide MFA with governmental services, advice and representation on a continual basis throughout the year (“Offerors”).

MFA expects to enter into one or more contract(s) with the successful Offeror(s), which contract(s) may be for one or two years and shall allow MFA the option to renew for one or two years. Successful Offerors may not obligate funds, incur expenses, or otherwise implement services prior to the execution of a contract with MFA.

Questions and Answers

Questions pertaining to this RFP and application must be submitted via email to sgonzales@housingnm.org. The email subject should read “Consultant for Governmental Services RFP”. Questions can be submitted from September 19, 2024 through October 24, 2024. MFA will make every attempt to answer questions within two (2) business days.

Proposal Submission

Proposal submissions must be received no later than October 25, 2025 at 5:00 p.m., Mountain Time. Proposals which are not received by this time will not be accepted.

Proposals may only be submitted via email and must be emailed to sgonzales@housingnm.org with a subject line of “Proposal to Provide Governmental 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 MFA web site.

Incurred Expenses

MFA shall not be responsible for any expenses incurred by an Offeror in responding to this RFP. All costs incurred by Offerors in the preparation, transmittal or presentation of any proposal or material submitted in response to this RFP will be borne solely by the Offerors.

Cancellation of Requests for Proposals or Rejection of Proposals

MFA may cancel this RFP at any time for any reason and may reject all proposals (or any proposal) which are/is not responsive.

Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals by submitting a written withdrawal request addressed to sgonzales@housingnm.org.

Evaluation of Proposals, Selection and Negotiation

Proposals will be evaluated by an Internal Review Committee made up of MFA staff using the criteria listed in Part II Minimum Qualifications and Requirements, Part III Services to be Performed, and Part IV Compensation, below, pursuant to the Evaluation Criteria and scoring shown in Part V, Evaluation Criteria. The evaluation will include interviews of Offerors that meet the Minimum Qualifications and Requirements as described in Part II. MFA's Policy Committee shall review and approve the recommendation of the Internal Review Committee. Final selection of Offeror(s) shall be made by the MFA 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).

Award Notice

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

Proposal Confidentiality

Offerors or their representatives shall not communicate with MFA's Board of Directors or staff members regarding any proposal under consideration or that will be submitted for consideration, except in response to an inquiry initiated by the Internal Review Committee, or a request from the Board of Directors, or its Contracted Services Committee / 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 its 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 submitted via email to:

Stephanie Gonzales, Research and Development Manager
sgonzales@housingnm.org

Protests received after the deadline will not be considered. The protest must be delivered to MFA via e-mail within five (5) business days after the preliminary notice of award. Upon the timely filing of a protest, MFA shall give notice of the protest to all Applicants who appear to have a substantial and reasonable prospect of being affected by the outcome of the protest. The Applicants receiving notice may file responses to the protest within five (5) business days of notice of protest. The protest and responses to the protest shall be reviewed by the MFA Policy Committee.

No appeal of the determination shall be allowed. Applicants or their representatives shall not communicate with members of MFA's Board of Directors, or any MFA staff member regarding any application under

consideration, except when specifically permitted to present testimony to the MFA Policy Committee. An application will be deemed ineligible if the Applicant or any person or entity acting on behalf of the Applicant attempts to influence members of the MFA Board of Directors or MFA staff during any portion of the RFP review process or does not follow the prescribed application and protest process.

Application Confidentiality

MFA will not disclose the contents of any application or discuss the contents of any application with an Applicant or potential Applicant. The contents of any offer will not be disclosed to competing or potential Applicants. After awards have been made, and notice given to Applicant(s), all applications shall be made available and open to the public for review pursuant to the MFA Inspection of Public Records policy and procedure..

Part II: Minimum Qualifications and Requirements

Selected Offerors must 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 related to its performance of professional services during the past five years and involving Offeror's firm or employees, or individuals or organizations involved with Offeror through any third-party 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, U.S. Department of the Treasury, the State of New Mexico or any agency thereof.
3. A Written certification that Offeror has read and shall at all times conduct itself in a manner consistent with MFA's Third Party Code of Conduct (https://housingnm.org/uploads/documents/Third_Party_Code_of_Conduct.pdf).
4. Offeror shall provide a written certification that Offeror is an Equal Opportunity Employer and complies fully with all government regulations regarding nondiscriminatory employment practices.
5. Offeror shall provide a written certification that Offeror is eligible to participate in any and all federal- or state funded housing programs; is not currently facing disciplinary action by any federal, state or local entity; is not suspended, debarred or excluded from participation in any federal or state funded housing program; and is not listed as an excluded party (ies) on the System for Award Management's list of excluded parties accessed at www.sam.gov; and has not been debarred by MFA.
6. All Offerors must be in compliance with the provisions of the New Mexico Lobbyist Regulation Act, §2-11-1 NMSA 1978 et seq.

Part III: Services to be Performed

As requested by MFA, Governmental Services REQUIRED to be provided and which shall be incorporated into the contract to be awarded pursuant to this RFP include, but are not limited to, the following:

1. Provide advice and counsel in formulating and assisting in drafting MFA's legislative priorities prior to the beginning of each legislative session and during the interim.
2. Assist MFA staff in scheduling advocacy and education meetings and events with key legislators throughout the year.
3. Represent MFA and advocate its legislative goals at the New Mexico state legislature and with the executive branch during regular legislative sessions, special sessions, at interim legislative committee meetings and hearings as necessary, and throughout the year as requested by MFA staff.
4. Provide to designated MFA staff member(s), including designated MFA Governmental Services contract administrator, timely analyses of proposed legislation that may impact or otherwise affect MFA, its business operations or housing programs, and monitor such legislation and represent MFA's interests as appropriate.
5. Monitor and attend relevant legislative sessions and committee meetings (including interim committee meetings) and provide timely reports to MFA on bill status and other legislative matters impacting MFA activities.
6. Arrange meetings for MFA staff with individual legislators as requested by MFA.
7. Attend MFA Legislative Oversight Committee meetings and meet with MFA members, officers, staff and General Counsel as requested by MFA.
8. Monitor regulatory agencies' activities affecting MFA interests and provide timely reports to MFA staff, as requested by MFA.
9. Arrange meetings for MFA staff with regulatory agency commissioners or other key staff, as requested by MFA.

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 two (2) 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 Governmental Services to the Offeror(s) whose proposal is most advantageous to MFA. 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. <u>Legislative and Regulatory Experience and Capability</u> . Offeror's experience as a legislative and regulatory advocate in the State of New Mexico, including Offeror's demonstrated familiarity with the New Mexico legislative and regulatory processes, ability to work with elected officials and ability to generate legislative and regulatory results, as well as other broad based support for legislation. Additionally, Offeror's experience as a legislative advocate in New Mexico for non-profit social purpose agencies.	0-35	35
2. <u>Responsiveness to MFA</u> . Offeror's ability to deliver timely, quality lobbying services during legislative sessions and throughout the year, and Offeror's availability for consultation and discussion at MFA's discretion.	0-20	20

3. <u>Knowledge of MFA as well as Affordable Housing Issues and Funding Sources.</u> Offeror's experience with or understanding of the housing and/or mortgage lending industry in New Mexico and the issues surrounding affordability, including programs and funding sources available. Additionally, Offeror's knowledge of MFA and the MFA Act, § 58-18-1 NMSA 1978 et seq.	0-10	10
4. <u>References.</u>	0-5	5
5. <u>Interview.</u>	0-10	10
6. <u>Fee Structure.</u> Offeror's proposed all-inclusive, fixed-fee and rate schedule of standard expenses	0-20	20
Maximum Points		100

Part VI: Proposal Format and Instructions to Offeror

Proposals are limited to **10 single-sided pages**. 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. The location of Offeror's main office and the locations of any of Offeror's branch offices.
 - C. 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 proposed cost with the minimum being two (2) years from initial agreement execution.
 - 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 related to Offeror's performance of professional services during the past five years and

involving Offeror's firm or employees, or individuals or organizations involved with Offeror through any third-party 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, U.S. Department of the Treasury, 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 ([https://housingnm.org/uploads/documents/Third Party Code of Conduct.pdf](https://housingnm.org/uploads/documents/Third_Party_Code_of_Conduct.pdf)).
- D. A written certification that Offeror is an Equal Opportunity Employer and complies fully with all government regulations regarding nondiscriminatory employment practices.
- E. A written certification that Offeror is eligible to participate in any and all federal- or state funded housing programs; is not currently facing disciplinary action by any federal, state or local entity; is not suspended, debarred or excluded from participation in any federal or state funded housing program; and is not listed as an excluded party (ies) on the System for Award Management's list of excluded parties accessed at www.sam.gov; and has not been debarred by MFA.
- F. A statement certifying that:
 - i. All expenditure statements ("Statements") required to be filed with the Secretary of State pursuant to the term of the Lobbyist Regulation Act for the last three years have been filed;
 - ii. Copies of all accounts, bills, receipts, books, papers and documents ("Records") necessary to substantiate the financial statements required to be made under the Lobbyist Regulations Act are being maintained as required; and
 - iii. Offeror, upon request by MFA, will make available to MFA and permit MFA to examine and make copies of such Statements and Records in the course of considering Offeror's proposal pursuant to this RFP and during the course of Offeror's contract with MFA if Offeror is the successful Bidder.
- G. If Offeror is a non-profit organization, Offeror will provide MFA with proof that Offeror has registered with the New Mexico Attorney General's Registry of Charitable Organizations. If Offeror is a Successful Offeror, Offeror shall keep such registry current for so long as the term of any contract entered into between Offeror and MFA as a result of this RFP.

3. Legislative and Regulatory Experience and Capability

- A. **Lobbying Experience.** A detailed description of Offeror's qualifications and experience as a lobbyist in the State of New Mexico, including the number of years Offeror has been involved in New Mexico legislative activities.
- B. **Legislative or Regulatory Initiatives.** A list of legislative or regulatory initiatives in which Offeror played a significant role in bringing to fruition (i.e., legislation passed, appropriations approved), describing Offeror's role with regard to each initiative.
- C. **Support Services.** A description of Offeror's technical capabilities and administrative support.

- D. Public Entity Clients. A list of state or local housing agencies, other governmental entities or non-profit social purpose agencies for which Offeror has registered and worked as a lobbyist.
- E. A list of other clients for whom Offeror has registered and worked as a lobbyist in New Mexico within the last ten (10) years.
- F. The names and resumes of the lead contact and other key personnel to be assigned to the account. Resumes describing the qualifications of personnel to be utilized in the performance of Offeror's services for MFA must show, at a minimum, the person's name, education, position, and total years and types of experience relevant to the performance of the services.

4. Responsiveness to MFA

- A. Offeror's proposal for delivering services, including organization of responsibilities, work plan, approach, and the availability of personnel for consultation and discussion, as necessary to serve the needs of MFA.
- 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, etc.).
- C. Future Clients. A list of any clients for whom Offeror expects to lobby in the 2025 New Mexico legislative session or for whom Offeror has filed a registration statement pursuant to the Lobbyist Regulation Act, and a statement of the time expected to be committed to each client.

5. Knowledge of MFA as well as Affordable Housing Issues and Funding Sources

- A. Affordable Housing. A statement describing Offeror's knowledge of affordable housing issues in New Mexico and funding sources available to address those issues.
- B. A statement describing Offeror's knowledge of MFA's enabling legislation, business operations and loan programs.
- C. A description of the Offeror's involvement in the housing and/or mortgage lending industry, including any organizations with which the Offeror may be affiliated with.

6. References

- A. Offeror shall provide at least three references for Offeror's work. Please provide the name of the individual providing reference, company, address, telephone number and email.
- B. MFA shall provide the form attached hereto as **Exhibit A** to all references. Each reference shall send the form directly to MFA rather than through the Offeror.

7. Fee Structure

- A. Provision of all-inclusive, fixed fee based on completion of service
- B. Proposed billing frequency

- C. Information regarding Offeror's ability to provide detailed monthly billings summarized by subject matter and a sample itemized bill
- D. A list of all of Offeror's employees, including support staff, who are to work on the MFA account
- E. Whether Offeror's proposed fees are the best offered by Offeror to any client for a comparable scope of consultation

*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.

- 8. Please provide any other relevant information which will assist MFA in evaluating Offeror's ability to provide Governmental 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(s) (herein "Contractor") shall include, but may not be limited to, terms substantially similar to the following:

Contract Term. The term of the Governmental Services Contract shall begin the date the MFA Board of Directors approves the award and end on the first or second anniversary date thereafter, at MFA's discretion. At MFA's option, the contract may be extended for two one year periods (or one two year period) under the same terms and conditions. There will be a transition period for matters in process at the beginning and the end of the contract term.

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 five years thereafter, upon MFA's written request, Offeror shall allow MFA or MFA's representative to inspect and make copies of such records and interview Offeror personnel in connection with the provision of the Services. MFA shall have the right to audit bills submitted to MFA under this Agreement both before and after payment. Payment under this Agreement shall not foreclose the right of MFA to recover excessive and/or illegal payments.

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

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

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

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

Third-Party Code of Conduct. At all times during the term of this Agreement, while in the performance of the Services, and at all other times when in contact with MFA staff, Contractor and its personnel, shall behave in a manner consistent with the MFA Third-Party Code of Conduct. A copy of the MFA's Third-Party Code of Conduct is posted on the MFA web site for review at https://housingnm.org/uploads/documents/Third_Party_Code_of_Conduct.pdf.

Termination for Cause. MFA, by written notice to the Contractor, shall have the right to suspend or terminate this Agreement if, at any time, in the judgment of MFA, the Contractor materially fails to comply with any term of this Agreement.

Termination for Convenience of MFA. On thirty (30) calendar day's written notice to Offeror, MFA may terminate this Agreement in whole or in part for its own convenience. In the event of a termination for convenience, MFA shall terminate

this Agreement by delivering to Offeror notice of termination without cause specifying the extent to which performance of services 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, Offeror shall deliver to MFA all materials developed under this Agreement. Upon delivery of such notice, Offeror shall have the right to receive payment for services satisfactorily performed to termination date, including reimbursement then due.

Good Standing. 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.

Assignment. Offeror shall not assign or transfer any obligation or interest in this Agreement, or assign any claims for money due or to become due under this Agreement, without prior written approval of MFA. No assignment shall relieve Offeror of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

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.

Attorneys' Fees and Costs. In the event either party brings an action or proceeding for the declaration of the rights of the parties under this Agreement, for injunctive relief, for an alleged breach or default hereof, or any other legal action arising out of this Agreement, or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant hereto, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

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

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Management

Isidoro Hernandez, Executive Director

Arundhati Bose, Chief Financial Officer

Donna Maestas-De Vries, Chief Housing Officer

Jeff Payne, Chief Lending Officer

EXHIBIT A

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The New Mexico Mortgage Finance Authority, as part of the RFP process, requires Offerors to submit at least three references for Offeror's work for clients providing advice and counsel with respect to legislative and regulatory matters. 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. MFA will send the following reference form to each business reference listed in Offeror's proposal.

Governmental 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: Stephanie Gonzales
E-mail: sgonzales@housingnm.org

No later than **October 25, 2024 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: