New Mexico Mortgage Finance Authority
Request for Proposals
To Provide Housing Development and
Multi-Family Mortgage Servicing Legal Services
For the New Mexico Mortgage Finance Authority

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, N.M. Stat. Ann. Sections 58-18-1, et seq. (1978) 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 law firms which by reason of their skill, knowledge, and experience are able to furnish professional legal services to the MFA in connection with MFA’s affordable housing development programs, and with its multi-family mortgage servicing portfolio ("Offerors").

Questions and Answers
Questions pertaining to this RFP and application must be submitted via the MFA website at http://www.housingnm.org/rfp. Then under “Current RFP’s,” select “Housing Development Legal Services RFP.” On the Housing Development Legal Services RFP page, select the “Housing Development Legal Services FAQs” link. Questions will be checked on a daily basis. The FAQ will open the day after the RFP issues and will close on May 5, 2015. 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
The original and six copies of a proposal must be received by the MFA at our office located at 344 Fourth Street S.W., Albuquerque, NM 87102 no later than Thursday, May 7, 2015 at 4:00 p.m., Mountain Time. Proposals shall be in sealed envelopes marked “Proposal to Furnish Housing Development and Multi-Family Mortgage Servicing Legal Services.”

Proposal Tenure
All proposals shall include a statement that the proposal shall be valid until contract award, but no more than 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 provided on the MFA web site.

Incurred Expenses

The 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

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

Evaluation of Proposals, Selection and Negotiation

Proposals will be evaluated by an Internal Review Committee of MFA staff using the criteria listed in Parts II Minimum Qualifications and Requirements and III Services to be Performed, below, with final selection to be made by the full Board of Directors.

The 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 IV Evaluation Criteria, below.

The MFA Board of Directors shall select the Offeror(s) whose proposal(s) is/are deemed to be most advantageous to the MFA to enter into contract negotiations with the MFA. If a final contract cannot be negotiated, then MFA will enter into negotiations with the other Offeror(s). The final contract will then be referred to the Contracted Services Committee of the MFA Board of Directors for recommendation, with final approval to be determined by the full Board of Directors.

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 for a presentation and interview. 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, including any period immediately following release of the RFP.

Until the award is made and notice given to all Offerors, the MFA will not disclose the contents of any proposal or discuss the contents of any proposal with an Offeror or potential Offeror, so as to make the contents of any offer available to competing or potential Offerors.

**Irregularities in Proposals**

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

**Responsibility of Offerors**

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

**Protest**

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

Marjorie A. Martin  
MFA Attorney  
New Mexico Mortgage Finance Authority  
344 4th Street SW  
Albuquerque, NM 87102

The protest must be delivered to the MFA within (15) calendar 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 seven (7) calendar days of notice of protest. A committee of the Board of Directors shall review the protest and responses to the protest and shall make a recommendation to the Board of Directors regarding the disposition of the protest. The Board of Directors shall make a final determination regarding the disposition of the protest. Offerors or their representatives shall not communicate with the MFA Board of Directors or staff members regarding any proposal under consideration, except when specifically permitted to present testimony to the committee of the Board of Directors. A proposal will be deemed ineligible if the Offeror or any person or entity taking action on behalf of the Offeror attempts to
influence members of the Board of Directors or staff during any portion of the RFP review process, or does not follow the prescribed proposal and Protest process.

**Part II: Minimum Qualifications and Requirements**

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

1. All Offerors must be listed in the most recent edition of the Martindale-Hubbell Law Directory with a rating of AV or BV, they must be licensed in New Mexico, and they must be available for travel both within and outside New Mexico.

2. All Offerors must have at least five years’ experience in New Mexico real estate law, including bond-financed transactions and rendering Issuer’s opinions required for bond financing; land use law, and in representing lenders in commercial real estate transactions in New Mexico. Offerors must also have substantial expertise in the federal and state laws, rules, and regulations governing the issuance and sale of multi-family mortgage revenue bonds and the mortgage banking industry; federal and state tax laws impacting real estate development transactions; and the rules, regulations and guidelines of both governmental and private mortgage insurers and secondary mortgage market conduits affecting the mortgage banking business. Additionally, Offerors must have experience with federal housing development programs, including HUD and USDA Rural Development insured mortgage lending programs, the Low Income Housing Tax Credit (LIHTC) Program, and the HOME Investment Partnerships (HOME) Program.

3. All Offerors must have substantial expertise in the federal and state laws governing multi-family mortgage foreclosure, bankruptcy and mortgage lending; and experience with foreclosure proceedings on multi-family loans to include, but not limited to, HUD 542(c), LIHTC, and HOME.

4. Offerors must maintain professional liability insurance as outlined in Part VI of this RFP. Award will not be made to any Offeror who is debarred, suspended or subject to a Limited Denial of Participation or otherwise restricted from participating in Housing & Urban Development (HUD) programs.

**Part III: Services to be Performed**

Offerors may respond to this RFP to provide Housing Development and Multi-family Mortgage Servicing Legal Services to MFA.

As requested by MFA, professional legal services REQUIRED to be provided under and to be incorporated into the contract to be awarded pursuant to this RFP include, but are not limited to, the following:

1. Provide legal assistance with respect to MFA programs, including federal programs administered by the MFA, prepare and review MFA program documents and assist the MFA in evaluating and developing options and alternatives for financing MFA programs, including issuing additional multi-family bonds and refunding or redeeming outstanding multi-family bonds, cooperate with and assist in-house counsel;
2. Prepare or assist with the preparation of legal and other documents, to include single family and multi-family real estate transaction documents that are required to be prepared and adopted by the MFA to administer MFA programs, as well as programs designated to the MFA by the State;

3. Provide legal services on MFA loans to include multi-family, and HUD HOME program loans to facilitate recovery of MFA’s interest as it relates to foreclosures and bankruptcies, and provide services for all other legal matters related to MFA loans according to HUD 542 (c) and HOME, LIHTC, Conventional, MFA and all other regulating agency guidelines.

4. Provide legal services for multi-family first mortgage foreclosures, leverage financed loans, cross-claims on second mortgages, and bankruptcy processing for Chapter 7 and Chapter 13 cases.

5. Represent the MFA in matters affecting the MFA’s multi-family loan portfolio, and other multi-family loan servicing litigation involving financial institutions, mortgage finance companies, brokerage houses, and multi-family foreclosure litigation as required by MFA.

6. Advise the MFA and Bond Counsel to the MFA, and render opinions on legal requirements and issues applicable to previously issued and proposed new issues of bonds, and concerning other matters affecting the implementation and administration of MFA programs;

7. Assist the MFA and its Underwriters (including Underwriters’ Counsel) and Trustee’s Counsel in connection with the MFA’s bond funded programs; and,

8. Attend MFA bond closings, both in Albuquerque and out of town, upon request.

Part IV: Evaluation Criteria

The MFA shall award the contract for Housing Development and Multi-family Mortgage Servicing Legal Services to the Offeror whose proposal is most advantageous to the MFA. Proposals shall be evaluated primarily on experience and fees. Proposals shall be scored on a scale from 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.
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<th>Criteria</th>
<th>Point Range</th>
<th>Maximum Points</th>
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<tr>
<td>1. Experience and Capability: Offeror’s skill, knowledge and experience with-- a. New Mexico real estate, land use law, representation of lenders in commercial real estate transactions in New Mexico; laws and regulations governing bond-financed real estate transactions and the issuance and sale of multi-family mortgage revenue bonds; the mortgage banking industry; federal and state tax laws impacting real estate development transactions; and the rules, regulations and guidelines of both governmental and private mortgage insurers and secondary mortgage market conduits affecting the mortgage banking business. b. Insured mortgage lending programs, the Low Income Housing Tax Credit (LIHTC) Program, and the HOME Investment Partnerships Program. c. State and Federal laws related to multi-family foreclosure, bankruptcy and mortgage lending; foreclosure proceedings on multi-family loans, including HUD 542(c), LIHTC, and HOME.</td>
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<td>2. Responsiveness to MFA and Technical Capabilities: Offeror’s ability to deliver responsive, quality legal services and Offeror’s availability for consultation and discussion with the MFA or any of its representatives, as evidenced by: a. the designation of a lead attorney, preferably at partner level in the firm, assigned to MFA matters on a high priority basis, who will act as the main contact for MFA staff for all communications, including billing, and who will coordinate all aspects of the contractual representation, including direction of the activities of all other attorneys assigned by the firm to represent MFA; b. Offeror’s technical support capabilities and availability to be reached by telephone and email during business hours, off hours, weekends, and holidays.</td>
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<td>3. Fees: Hourly basis-- hourly rates and other fees and costs.</td>
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<td><strong>Maximum Points</strong></td>
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Part V: Proposal Format and Instructions to Offeror

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

1. Letter of Transmittal

   Include at least the following information:
   
   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; and
   E. A statement that the Offeror’s proposal is valid for ninety (90) days after the deadline for submission of proposals.

2. A statement from Offeror that Offeror is listed in the most recent edition of The Martindale-Hubbell Law Directory and possesses a rating of AV or BV; that the Offeror’s firm is based in the State of New Mexico; and that the Offeror is licensed to practice in New Mexico.

3. Evidence submitted by Offeror that Offeror retains professional liability insurance which fulfills the requirements set forth in Part VI Professional Liability Insurance of this RFP. Possession of such coverage shall not limit Offeror’s potential liability.

4. A description of New Mexico state agencies, municipalities, financial institutions, mortgage companies or real estate firms represented by Offeror currently or in the last ten years.

5. Three references for Offeror’s work as counsel for a state agency and/or municipality, financial institution, mortgage lender or real estate enterprise.

6. Names and resumes of the lead attorney and other key personnel including other attorneys, legal assistants and support staff to be assigned to the account. Resumes describing the qualifications of personnel to be utilized in the performance of this contract must show, at a minimum, the person’s name, education, position, and total years and types of experience relevant to the performance of the contract.

7. A detailed description of Offeror’s knowledge and experience with respect to the issuance and sale of multi-family mortgage revenue bonds, the mortgage banking industry, federal and state tax laws as well as rules, regulations and guidelines of both governmental and private mortgage insurers and secondary mortgage market conduits affecting the mortgage banking business. Offeror must also provide a detailed description of Offeror’s experience with federal housing development finance programs, including HUD and USDA Rural Development insured mortgage lending programs, the Low Income Housing Tax Credit (LIHTC) Program, and the HOME Investment Partnerships (HOME) Program. Additionally, Offeror must provide a detailed description of Offeror’s expertise in the federal and state laws governing multi-family mortgage foreclosure, bankruptcy and mortgage lending; and experience with foreclosure proceedings on multi-family loans.
8. For the last ten years, a list and description including the current disposition or status, of any litigation against Offeror or any formal or informal action taken by any bar association, state or federal securities commission, disciplinary board, or other attorney regulatory body against Offeror. Include a statement warranting that the Offeror is not restricted from participation in Housing & Urban Development programs.

9. A detailed description of Offeror’s policy regarding the resolution of conflicts of interest which arise out of Offeror’s representation of clients with adverse or potentially adverse interests and Offeror's mechanism to insure that such conflicts do not arise and that if such conflicts do arise, how the Offeror intends to assist the MFA in retaining other counsel to represent the MFA. Please include examples of the implementation of this policy and information regarding whether Offeror has a computerized management information system in place to track possible conflicts of interest.

10. A statement disclosing: (1) any political contribution or gift valued in excess of $2,500.00 (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.

11. A detailed description of Offeror’s technical capabilities to provide responsive and professional services to the MFA if the contract were awarded to Offeror (e.g., ability to prepare voluminous documents in a timely manner, expertise of administrative support staff, etc.)

12. Offeror’s proposal for delivering services, including organization of responsibilities, work plan, approach, and the availability of personnel for consultation, discussion, and coordination with in-house counsel, and for travel both within and outside the state of New Mexico, as necessary to serve the needs of the MFA.

13. The location of Offeror’s main office and the locations of any of Offeror’s branch offices. A description and location of the office of professionals who would handle MFA matters.

14. Services under this RFP will be provided on an hourly basis. A specific fee schedule for professional legal services must be included in this proposal. Please include the following information:

   A. A list of all Offeror’s employees including attorneys, paralegals and support staff who are to work on MFA matters and their specific hourly rates, and if the rate varies by the type of service, the hourly rate for different types of service;

   B. Offeror’s minimum billing unit;

   C. Information regarding Offeror’s ability to provide detailed monthly billings summarized by subject matter and a sample itemized bill;

   D. Whether Offeror’s proposed rates are the best offered by the firm to any client;
E. A flat rate fee schedule that could be charged for: 1) Review of documents in relation to each mortgage revenue bond issue to verify compliance with state laws and MFA policies, and for issuance of a Legal Counsel Multi-Family Mortgage Bond Issuer’s Opinion; 2) Participation in multifamily real estate loan closings, including drafting and negotiation of loan documents; review of title reports, surveys, environmental reports, and other real estate documents; preparation of closing instructions; advice on applicable program regulations; and preparation and dissemination of closing binder;

F. A rate schedule for standard expenses such as per page copying charges, facsimile transmissions, overnight mail expenses, and word processing charges; and a description of all other charges that would be billed to the MFA under the contract, such as mileage and travel expenses incurred in accordance with MFA Travel Guidelines and Procedures; and a statement as to when such miscellaneous charges would be imposed; and,

G. A narrative description of the steps routinely taken to insure that legal representation is provided on a cost-effective basis. Discuss such matters as Offeror’s policy with respect to billing for such items as intra-office consultation, research, travel, and unsuccessful attempts to reach people by telephone.

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

A. The MFA invites the attention of Offeror to the MFA’s serious concern about the rising cost of legal services. The control and management of legal costs is the mutual concern of the Offeror and the MFA. The MFA requires quality professional services at a reasonable cost and the performance of only those services necessary. In evaluating bids, the MFA will consider the methods used by the Offeror to avoid services which do not materially contribute to the overall success of the engagement.

B. Lodging and other travel-related expenses shall be reimbursed by the MFA in accordance with MFA expense reimbursement policies and procedures, as set forth in its Policies and Procedures Manual.

C. Offeror must absorb the cost of familiarizing itself with the MFA programs, policies and procedures, rules, regulations and past bond issues. Bond and program documents and any other relevant information shall be made available for Offeror’s review at the MFA’s office in Albuquerque. Offeror should expect to devote a considerable amount of time to having its attorneys and paralegals become familiar with MFA programs, policies and procedures, rules, regulations and past bond issues. The MFA will not pay for such work. Indicate how much time Offeror expects to devote to familiarizing itself with MFA programs, policies and procedures, rules, regulations and past bond issues and provide a timetable for doing so.

D. Offeror must give the MFA at least a three (3) year commitment on the rate schedule offered.

E. Offeror is required to submit itemized billing statements on a monthly basis.

16. The MFA requires that Offeror be an Equal Opportunity Employer. Please state that Offeror complies fully with all government regulations regarding nondiscriminatory employment practices.
17. Please provide any other relevant information which will assist the MFA in evaluating Offeror’s ability to provide housing development and multi-family mortgage servicing legal services to the MFA.

Part VI: Principal Contract Terms and Conditions

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

Contract Term

The term of the Housing Development and Multi-family Mortgage Servicing Legal Services Contract shall begin upon the expiration of the current Housing Development and Multifamily Mortgage Servicing Legal Services contract term, or on August 1, 2015, and shall end on the first anniversary thereafter. At the option of the Board, the contract may be extended for four (4) one(1) year periods 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 Indemnity Agreement

Contractor shall hold harmless and indemnify the MFA, its members, officers, employees, and agents from and against any and all claims, liabilities, obligations, losses and the like, asserted by any third parties arising from or attributable to Contractor’s performance of the services required under the contract. This indemnity and hold harmless agreement shall include reimbursement of all attorney fees, costs and expenses incurred by the MFA, members, employees, or agents in defending any such action.

Assignment/ Change in Key Contractor Personnel

Contractor shall not assign or transfer any interest in the contract or assign any claims for money due or to become due under the contract (except as security for a bank loan in its ordinary course of its business) without the prior written approval of the MFA. Any change to key Contractor personnel, including lead and other attorneys assigned to the contract, shall require prior written notice to and approval by MFA, and amendment to the contract to reflect the change in assigned Contractor personnel.

Subcontractors

Contractor shall not employ a subcontractor (or substantially change the contemplated division of responsibilities with a previously approved subcontractor) without the prior written approval of the MFA. Any and all fees or costs incurred by a subcontractor shall be paid by Contractor and shall not be reimbursed by the MFA. Contractor shall assume full and complete responsibility and liability for subcontractor’s performance of any services which Contractor has delegated to a subcontractor.

Records and Audit

Contractor shall maintain detailed time records which indicate the detail of services rendered, which shall be subject to inspection by the MFA. The MFA shall have the right to audit bills submitted to MFA under the
Single Family Mortgage Servicing Contract both before and after payment. Payment under the contract shall not foreclose the right of the MFA to recover excessive and/or illegal payments.

**Budget and Billing**

Prior to commencing any matter requiring substantial work, Contractor shall prepare and deliver to the MFA a detailed budget of all fees and costs that Contractor anticipates will be necessary to perform the services required for that transaction. A detailed statement of services and an invoice for services provided must be presented before any payment under the contract shall be made. The MFA will pay Contractor fees or costs which exceed those indicated in the budget only if such costs are reasonable and result from circumstances which Contractor could not have anticipated at the time Contractor prepared the budget.

**Professional Liability Insurance**

Each Contractor shall maintain professional liability insurance covering all liabilities and risks inherent in Contractor’s performance of the services required under the contract. Each Contractor’s insurance policy must provide per claim and aggregate limits of at least two million dollars ($2,000,000.00), must provide for a per claim/aggregate deductible in an amount reasonable for a firm of Contractor’s size and financial condition, and must be in a form acceptable to the MFA. Each Contractor must provide the MFA with an acceptable certificate of insurance in force at the time of the inception of the contract and at each anniversary date, extension or renewal of the contract, which provides for not less than thirty (30) days’ notice to the MFA of non-renewal or cancellation. Contractor shall immediately notify the MFA in the event of any cancellations, modifications or changes in the amounts of coverage provided under such professional liability coverage. Failure to have, maintain and continue professional liability coverage in the amount and form specified shall be cause for immediate termination of the contract and shall not require the notice provided for in Part VI Termination of this RFP.

**Confidentiality**

The relationship between Contractor and the MFA shall be that of attorney-client. Any information developed or acquired by or furnished by Contractor in the performance of the contract shall be kept confidential and shall not be made available to any individual or organization not involved in a given transaction without the prior written approval of the MFA.

**Confidential Data**

Offerors may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal to facilitate public inspection of non-confidential portions of the proposal. After award, all proposals and documents pertaining to the proposals will be open to the public. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as trade secrets under the Uniform Trade Secrets Act, Section 57-3A1 et seq. NMSA 1978.

If a citizen of this state requests disclosure of data for which a request for confidentiality is made, the MFA shall examine the request for confidentiality and make a written determination that specifies which portions of
the proposal should be disclosed and will provide the Offeror with written notice of that determination. Unless the Offeror protests within ten (10) calendar days of the notice, the proposal will be so disclosed.

**Code of Conduct**

No Board member or employee of the MFA shall have any direct financial interest in any contract with the Offeror, nor shall any contract exist between Offeror or its affiliate with any MFA 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 MFA and the Offeror for which MFA determines that a conflict of interest exists as herein described, unless that contract is approved by the Board of Directors after full disclosure.

Offeror shall provide a statement disclosing any political contribution or gift valued in excess of $2,500 (singularly or in the aggregate) made by Offeror or on Offeror’s behalf to any elected official of the State of New Mexico currently serving or who has served on the MFA Board of Directors in the last three (3) years.

Offeror 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 any contract entered into with MFA pursuant to this RFP. Offeror shall at all times conduct itself in a manner consistent with the MFA Code of Conduct and MFA’s Anti-Harassment Policy. A copy of the MFA Code of Conduct and MFA’s Anti-Harassment Policy is posted on the MFA web site for review at http://www.housingnm.org/rfp. Upon request by the MFA, Offeror shall disclose information the MFA may reasonably request relating to conflict or potential conflicts of interest.

**Equal Opportunity Compliance**

Contractor agrees to abide by all federal and state laws, rules and regulations and executive orders pertaining to equal employment opportunity. Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subject to discrimination under, any program or activity performed under the contracts.

**Termination**

This agreement may be terminated without cause by the MFA upon thirty (30) days written notice. Such termination shall not nullify any obligations already incurred for performance or failure to perform before the date of termination. Upon termination, the MFA Board may negotiate and award the remaining term(s) of the contract using the proposals submitted in this RFP.

**Status of Contractor**

The Contractor and its agents and employees are independent contractors performing services for the MFA and are not employees of the MFA. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding or other benefits afforded to employees of the MFA as a result of this RFP.
**Amendment**

The agreement shall not be altered, changed or amended except by an instrument in writing and executed by both parties. No amendment shall be effective or binding until approved by the MFA.

**Scope of Agreement**

The agreement incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of the agreement and all such covenants, agreements and understandings have been merged into the written agreement. No prior understanding or agreement, verbal or otherwise, of the parties or the agents, shall be valid or otherwise enforceable unless embodied in the agreement.

**Applicable Law**

The agreement shall be governed by the laws of the State of New Mexico.
New Mexico Mortgage Finance Authority

Board Members
Chair, Dennis Burt – Burt & Company CPAs
Vice Chair Angel Reyes – President, Centinel Bank in Taos
Treasurer Steven Smith – President, R.O.G. Enterprises
Member John A. Sanchez – Lieutenant Governor, State of New Mexico
Member Hector Balderas – Attorney General
Member Tim Eichenberg – Treasurer, State of New Mexico
Member Randy McMillan - President, NAI First Valley Realty, Inc.,

Management
Jay Czar, Executive Director
Joseph R. Montoya, Deputy Director of Programs
Gina Hickman, Deputy Director of Finance & Administration

Staff Roster

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<td>AFShin Seysan</td>
<td>Izzy Hernandez</td>
<td>Rose Baca-Quesada</td>
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<td>Al Radicioni</td>
<td>Jacqueline Boudreaux</td>
<td>Sandra Marez</td>
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<td>Angel Candelaria</td>
<td>Jeannette Marquez</td>
<td>Sarah Marinelli</td>
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<td>Anita Racinot</td>
<td>Judy Amador</td>
<td>Shannon Tilseth</td>
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<td>Barbara Tashkandy</td>
<td>Karen Anderson</td>
<td>Stacy Huggins</td>
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<td>Blanca Vasquez</td>
<td>Kathleen Keeler</td>
<td>Stacy Vernon</td>
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<td>Carmela Arellano</td>
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<td>Carol Salazar</td>
<td>Laura Thompson</td>
<td>Teresa Chiarolanza</td>
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<td>Christina Gerwin</td>
<td>Laurie LindenDill</td>
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<td>Cynthia Marquez</td>
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<td>Dan Foster</td>
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