



NEW MEXICO
FINANCE AUTHORITY

REQUEST FOR QUOTATION

RFQ No. 2026-010

ENVIRONMENTAL REVIEW SERVICES

Date Issued: April 29, 2026

Submittal Deadline: May 29, 2026 @ 2:00 p.m. (MDT)

Email Submissions to: Michael Madrid CPO, CPPB
Procurement Manager
New Mexico Finance Authority
810 West San Mateo
Santa Fe, New Mexico 87505
Mmadrid@nmfa.net
Telephone: 505-819-7121

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Environmental Review Services

The New Mexico Finance Authority (“NMFA”) is requesting quotations to provide professional services to perform certain environmental review services relating to the NMFA’s federally funded Drinking Water State Revolving Loan Fund program. The NMFA encourages all interested parties to apply, including but not limited to women-owned firms, minority-owned firms, veteran-owned firms, small firms and firms based in New Mexico. In particular, the NMFA intends to honor the spirit outlined in the requirements of the Environmental Protection Agency’s Program for Utilization of Minority and Women’s Business Enterprises set out in Title 40, Chapter I, Subchapter B, Part 33 of the Code of Federal Regulations.

Background

The New Mexico Finance Authority (NMFA) is the state’s central public-sector financing institution, created in 1992 to expand access to cost-effective capital for local governments and state agencies. Established through statute, the NMFA was designed to help borrowers access low-cost, tax-exempt financing that would otherwise be unavailable or prohibitively expensive. NMFA is authorized to issue tax-exempt PPRF bonds, and a portion of the Governmental Gross Receipts Tax has been dedicated to the program to serve as a powerful credit enhancement, reinforcing the long-term stability of the flagship program.

Today, NMFA functions as New Mexico’s premier facilitator of public infrastructure and economic development financing. With an operating budget of \$29.8 million (including \$6.4 million in capital investments) and a staff of 80 skilled professionals, NMFA manages more than \$4 billion in total assets, including a loan portfolio exceeding \$2.31 billion across every county in the state. In addition to the PPRF, NMFA administers 28 other financing programs, serving both private and public clients.

The NMFA is undergoing a major digital transformation, maturing its business process and technological capabilities. Along with this advancement, the NMFA has recently undergone tremendous growth in the number of its programs, the breadth of its programs- which now includes a Venture Capital program and housing program as examples.

Services

The Environmental Consulting Services required to be provided to the NMFA under a contract awarded pursuant to this Request shall include, but is not limited to, the following:

I. Policy, Procedure and Federal Requirements.

Comply and show expertise with the National Environmental Policy Act (NEPA), and New Mexico State Environmental Review Process (SERP) requirements, as well as other Federal Environmental regulations.

II. Create Environmental Review Documents.

Review provided documentation to produce a Statement of Finding based on a Categorical Exclusion (CE) Checklist or an Environmental Assessment (EA) and a Finding of No Significant Impact (FONSI) from a provided Environmental Informational Document (EID).

III. Initial Review and approval or summary of required documentation.

Conduct an initial review of all materials submitted (CE, surveys, EID, etc.) and submit verification of receipt and preliminary approval level of environmental review within two (2) working days.

Produce a statement that the information is complete for either the SOF or the EA/FONSI, or a list of missing required documentation within five (5) working days and include such information as the adequacy of studies, needed revisions, missing information, or additional studies required.

IV. Previous or partially produced environmental documentation.

If a water system has already produced some or all the required environmental documents, assure that the documents meet the NMFA's SERP requirements and the requirements of other applicable statutes or regulations.

V. Production of Reports in accordance with SERP requirements and/or regulations/statutes.

Produce or assist in the production of reports and documents to assist entities with the finalization of CE checklist, EIDs, surveys, etc., when requested by the NMFA.

VI. Written Response.

When the environmental documentation from the initial review is deemed complete, the consultant will begin to create the Environmental Review Documents. A written response to the NMFA for the project, stating the results of the environmental review, is expected within seven (7) working days for a categorical exclusion's Statement of Finding, and within fourteen (14) working days for an environmental information document's Environmental Assessment (EA) and Finding of No Significant Impact (FONSI), as well as consultation letters. The documents are expected to be of high quality and ready to publish or mail to crosscutters.

VII. Reports.

Submit a report that summarizes all work completed by the contractor corresponding with the monthly billing cycle by the 10th day of the following month. Payment term is net 30 days.

VIII. Project Status Meetings.

On a quarterly basis, or upon request by NMFA staff, attend Project Status Meetings to discuss the status of on-going projects, address any concerns or issues related to pending environmental determinations, review upcoming projects, and schedule project specific deliverables.

IX. Board Meetings.

When requested, attend board meetings of the NMFA and/or any of its sub-committee meetings.

X. Other Services.

Provide other services that are consistent with and required by the foregoing.

XI. General Conditions:

The Finance Authority has designated a Procurement Manager responsible for the conduct of this procurement whose name, address, and telephone number are listed below (all deliveries should be sent to this address):

Michael Madrid, CPO, CPPB
Procurement Manager
New Mexico Finance Authority
810 West San Mateo
Santa Fe, New Mexico 87505
mmadrid@nmfa.net
Telephone: (505) 819-7121

XII. Conditions Governing the Procurement

This section of the RFQ contains the schedule for the procurement, describes the major procurement events, and specifies general requirements for the procurement.

Sequence of Events

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsibility	Date
1. Issuance of RFQ	Finance Authority	4/29/2026
2. Deadline to Submit Written Questions Emailed to: Mmadrid@nmfa.net	Offerors	5/08/2026 @ 2:00 p.m. (MDT)
3. Response to Written Questions/RFQ Amendments	Finance Authority	5/11/2026
4. Submission of Quotes Emailed to: Mmadrid@nmfa.net	Offerors	5/29/2026 @ 2:00 p.m. (MDT)

Explanation of Events

The following paragraphs describe the activities listed in the sequence of events shown in Section

1.0 Issuance of RFQ. This RFQ is being issued by the Finance Authority on the date outlined above. Potential offerors may be directly provided with a copy of the RFQ by the Procurement Manager or may obtain a copy by visiting the Finance Authority's website at nmfa.net.

At any time prior to the execution of a contract, an RFQ may be cancelled or any or all quotes may be rejected in whole or in part when it is determined by the Finance Authority in its sole discretion, to be in the best interests of the Finance Authority.

- 1.1 Deadline to Submit Written Questions. Potential offerors may submit written questions concerning this RFQ until the closure of business on the date outlined in the Sequence of Events above. All questions must be submitted in writing to the Procurement Manager.
- 1.2 Response to Written Questions/RFQ Amendments. The Finance Authority will make the questions and the Finance Authority's responses available on the date outlined in the Sequence of Events above.
- 1.3 Submission of Quote. The original quote must be received for review and evaluation by the Procurement Manager or his designee no later than 2:00 PM Mountain Daylight Time on the date outlined in the sequence of events above. Quotes received after this deadline will not be accepted. The date and time of receipt will be recorded on each quote. Quotes must be addressed and delivered to the Procurement Manager.

A public log will be kept of the names of all offeror organizations that submitted quotes. The contents of any quote shall not be disclosed prior to contract award or cancellation of the RFQ.

Upon submission of a quote, offerors agree to be bound by the form of contract in Appendix A subject to any objections made by the offeror(s). The Contract will be placed in final form for execution by the parties. If the selected offeror(s) do not agree to the final form of contract, the Finance Authority reserves the right to finalize a contract with one or more of the other offerors without undertaking a new procurement process, provided that the quotes of such other offerors are deemed advantageous to the Finance Authority.

XIII. Quotation

Please submit a quotation providing details on how you plan on accomplishing the above services, your experience in providing such services and fee quotation with either a fixed fee or hourly rate. You must also specifically include, or address the following:

- Background\Resume of your company highlighting your related experience. Background\Resume of everyone who may provide services under any resulting contract. Please also provide the names of key personnel who will be responsible for delivering the services described.
- Examples of prior related work, or summaries of prior engagements, including a list of three (3) references of work with other public entities.
- Evidence of appropriate professional liability insurance that will be in force through the duration of any contract that may result from this request. Such insurance must be in an amount reasonable for a firm of the offeror's size and financial condition, and shall cover the offeror, its employees, agents, representatives and subcontractors.
- A list and description of any legal action, administrative proceeding or disciplinary action or complaint, whether formal or informal, initiated or made in connection with the professional services of the offeror and each of its subcontractors in the prior five (5) years by any person or entity, including any state or federal securities regulatory commission, disciplinary board or commission or other regulatory body. The list and description shall include the status or final disposition of each such action.

- Statement disclosing any current or proposed business transaction between the offeror and any member, officer or employee of the NMFA; and any other conflict or potential conflict which may reasonably give rise to a claim of conflict of interest.
- Specific description of the offeror's quote for the delivery of the professional services contemplated by this RFQ. This quote may include a work plan, a discussion of the way the personnel will be made available to provide the services and such other information as the offeror reasonably believes necessary to explain its quote for meeting the needs of the NMFA. Additional information about your company may be included as part of your quotation.

XIV. Evaluation & Award

The following is a summary of items for which offerors can be awarded evaluation points. These weighted factors shall be used in the evaluation of the individual offeror responses.

FACTOR	POINTS
Experience, comprehensive and in-depth knowledge with the National Environmental Policy Act ("NEPA") and State Environmental Review Process ("SERP") requirements, and other Federal Environmental Regulations	40
Experience, comprehensive and in-depth knowledge in the production of reports in accordance with federal regulations/statutes	30
Experience, comprehensive and in-depth knowledge in the production of reports in accordance with SERP requirements	30
Experience, comprehensive and in-depth knowledge of partially produced environmental documentation	30
Experience, comprehensive and in-depth knowledge in the production of environmental information	30
Experience in creating an Action Plan for the applicant describing missing documentation and/or all the revisions needed and a suggested timeline for completion of the needed work	15
Fee Quote	15
Knowledge of the NMFA	10
TOTAL	200

Please note that the NMFA is requesting quotes from several providers of these types of services and there is no guarantee that your firm or any other firm will receive a contract award. The NMFA reserves the right in its sole discretion to cancel this Request and/or award a contract to one or more offerors that, in the sole discretion of the NMFA, are most advantageous to carrying out the needs of the NMFA.

Please note that a serious deficiency in any one criterion may be grounds for rejection and that the listing of cost as an evaluation factor does not require the NMFA to select the offeror who submits the lowest cost quote. The NMFA shall, in its sole discretion, have the right to obtain

from all sources, information concerning an offeror which is deemed pertinent to the request and to consider such information in the evaluation of the offeror's quotation.

Acceptance of Conditions Governing the Procurement. Offerors must indicate their acceptance of the conditions governing the procurement section of this RFQ.

Incurring Cost. Any cost incurred by the offeror in preparation, transmittal or presentation of any quote or material submitted in response to this RFQ shall be borne solely by the offeror.

Prime Contractor Responsibility. Any contract that may result from this RFQ shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Finance Authority. The Finance Authority will make contract payments only to the prime contractor.

Subcontractors. Use or potential use of subcontractors for services must be clearly explained in the offeror's quote, and subcontractors must be identified by name, to the extent known at the time of submission of the quote. In the event the name of a subcontractor is not known at the time of the quote, the offeror shall describe in detail the nature of the services that might be obtained from a subcontractor. The prime contractor shall be wholly responsible for the performance of all services, whether subcontractors are used.

Amended Quotes. An offeror may submit an amended quote before the deadline for receipt of quotes. Such amended quote must be a complete replacement for a previously submitted quote and must be clearly identified as such in the transmittal letter. The Finance Authority will not merge, collate or assemble quote materials.

Offeror's Rights to Withdraw Quote. An offeror will be allowed to withdraw a quote at any time prior to the deadline for receipt of quotes. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Manager.

Quote Offer Firm. Responses to this RFQ, including quote prices, will be considered firm and binding for ninety (90) calendar days after the due date for receipt of quotes.

Disclosure of Quote Contents. The quotes will be kept confidential until a contract is awarded by the Finance Authority or the Procurement is terminated. At that time, all quotes and documents pertaining to the quotes will be open to the public in accordance with applicable law.

The offeror hereby acknowledges that the Finance Authority is subject to state laws, including, without limitation, the Inspection of Public Records Act, Section 14-2-1 through 14-2-12 NMSA 1978, which provides generally that all records relating to a public business are open to public inspection and copying unless exempted under the Inspection of Public Records Act, and the Open Meetings Act, Section 10-15-1 through 10-15-4 NMSA 1978, which provides generally for open meetings for public deliberative bodies. Neither the offeror nor any related entity shall make any claim against the Finance Authority if it makes available to the public any document, report, or other information the Finance Authority received from the offeror or any related entity which was made public by the Finance Authority pursuant to the Inspection of Public Records Act or the Open Meetings Act, as permitted by law.

The Finance Authority acknowledges that an offeror may desire to protect proprietary or confidential information from disclosure under certain circumstances when reasonable. Proprietary or confidential data shall be readily separable from the quote to facilitate eventual public inspection of the non-confidential portion of the quote and an offeror must make

a written request to keep such information confidential at the time of submission of a quote.

Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform

Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered, or the cost of services proposed shall not be designated or treated as proprietary or confidential information.

If a request is received for disclosure of information for which an offeror has made a written request for confidentiality, the Finance Authority shall examine the offeror's request and decide that specifies which portions of the quote should be disclosed.

The Finance Authority may endeavor to contact the offeror before releasing any information, but in no event will the Finance Authority be under any obligation to either contact the offeror or refuse to disclose information permitted to be disclosed by New Mexico law. In addition, the offeror agrees to fully release, waive and hold the Finance Authority and its employees and officers harmless from any liability or costs associated with the release of any information.

No Obligation. This procurement does not obligate the Finance Authority to the eventual purchase of any professional services offered.

Termination. This RFQ may be canceled at any time, and all quotes may be rejected in whole or in part when the Finance Authority determines, in its sole discretion, such action to be in the best interest of the Finance Authority.

Sufficient Funding. Any contract awarded because of this RFQ process may be terminated if sufficient budget, funding or authorization do not exist. The Finance Authority's decision as to whether sufficient budget, funding or ad authorizations are available will be accepted by the contractor as final.

Governing Law. This procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico.

Basis for Quote. Only information supplied by the Finance Authority in writing through the Procurement Manager or in this RFQ should be used as the basis for the preparation of offeror quotes.

Contract Terms and Conditions. The contract between the Finance Authority and any contractor shall be in substantially the format and contain the terms and conditions included in the sample contract attached hereto as Appendix A. The term shall be four one year with an option to renew annually not to exceed four years in total. By submitting a response to this RFQ, the offeror accepts and agrees to be bound by the terms and conditions outlined in the sample contract and shall not negotiate such terms unless an offeror specifically objects to such terms and conditions in their response to the RFQ. Should an offeror object to any of the Finance Authority's terms and conditions, that offeror must propose specific alternative language that is acceptable to the Finance Authority. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Finance Authority and will result in disqualification of the offeror's quote.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. The Finance Authority reserves the right to negotiate with a successful offeror provision in addition to those contained in this RFQ.

Offeror Qualifications. The Evaluation Committee may make such investigations necessary to determine the ability of the offeror to adhere to the requirements specified within this RFQ. The Evaluation Committee will, in its sole discretion, reject the quote of any offeror who determines is not a responsible offeror or fails to submit a responsive offer.

Right to Waive Minor Irregularities. The Evaluation Committee also reserves the right to waive any mandatory requirement if all the otherwise responsive quotes failed to meet the same mandatory requirement and the failure to do so does not otherwise materially affect the procurement. This right is in the sole discretion of the Evaluation Committee.

Change in Contractor Representatives. The Finance Authority reserves the right to request a change in contractor representatives if the assigned representatives are not, in the opinion of the Finance Authority, meeting its needs adequately.

Finance Authority's Rights. The Finance Authority reserves the right to accept all or a portion of an offeror's quote.

Ownership of Quotes. One complete copy of all documents submitted in response to the RFQ shall be placed in the procurement file. Those documents will become the property of the Finance Authority. Other copies may be destroyed.

APPENDIX A
NEW MEXICO FINANCE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the New Mexico Finance Authority (“NMFA”) and **[INSERT- Contractor Name]** (“Contractor”), collectively referred to as the “Parties”.

The Parties agree as follows:

1. Scope of Work.

The Contractor, as requested by the NMFA, shall perform the following services:

[INSERT SOW DESCRIPTION]

2. Compensation.

a. Services: The NMFA shall pay to the Contractor as compensation for services rendered upon full and satisfactory completion, in the sole discretion of the NMFA, of the services, reports and deliverables outlined in the Scope of Work, plus applicable New Mexico Gross Receipts Tax, as follows:

[INSERT PAYMENT PROVISIONS]

b. Payment: Payment shall be made to Contractor monthly, after receipt and review of a detailed statement from the Contractor, for services rendered to the NMFA. If requested by the NMFA, a detailed estimate of all items for which the Contractor will request reimbursement will be provided to the NMFA in advance of actual expenditures. Contractor shall submit all invoices and billing-related correspondence to NMFA Accounts Payable ap@nmfa.net.

c. Gross Receipts Taxes and Expenses. The Contractor shall bill the NMFA for reimbursement of gross-receipts taxes levied on fees paid and disbursements reimbursed to Contractor under this Agreement including reimbursement of reasonable and necessary out-of-pocket expenses as approved by the NMFA. The Contractor shall not bill the NMFA for overhead expenses. The Contractor is responsible for paying to the New Mexico Taxation and Revenue

Department all gross receipts taxes levied on amounts paid under this Agreement.

d. Not to Exceed. The total compensation paid under this Agreement shall not exceed \$_____, annually including reimbursement of expenses and gross receipts taxes.

3. Term.

This Agreement is effective on **[INSERT MONTH DAY YEAR]** and shall continue in effect until **[INSERT MONTH DAY YEAR]**, unless it is terminated earlier pursuant to Paragraph 4 of this Agreement or at the time Contractor has received the maximum compensation permitted under this Agreement. Under no circumstances may the term of this Agreement exceed four years, including any extensions.

4. Termination.

a. Termination for Cause: In addition to the NMFA's legal and equitable rights and remedies, the NMFA may terminate this Agreement at any time: (i) for Contractor's negligence, misconduct or breach of a term or condition of this Agreement, including but not limited to, failing to meet the Standard of Care outlined in Paragraph 5 below; (ii) failure to perform the Scope of Work as provided herein for any reason; or (iii) if the NMFA determines that, as the result of any occurrence or change of circumstances involving Contractor, the continued association with Contractor as provided hereunder would have an adverse impact on the name, image, reputation, goodwill or proprietary rights of the NMFA.

b. Termination for No Cause: The NMFA may terminate this Agreement at any time for no cause, subject only to the NMFA's obligation to pay Contractor the unpaid compensation for services already performed as set forth in Paragraph 2 above.

5. Standard of Care.

Contractor hereby represents that it is an expert in providing the services contemplated by this Agreement. Therefore, over and above, and in addition to, any fiduciary or other obligations under applicable law, Contractor agrees that it shall always exercise at least the degree of care and

and competence as would a professional expert with superior skills in providing the services outlined in the Scope of Work.

6. Key Person

Following the effective date of this Agreement, the Key People (as defined below) shall be the principal individuals responsible for the performance of the Scope of Work. The Contractor shall not substitute any other professionals in lieu of any of the Key People for the performance of the Scope of Work without first receiving written consent of the NMFA. Should the Contractor release any of the Key People from the employment of the Contractor during the term of this Agreement or for any reason one of the Key People terminates his or her responsibilities for the Contractor or becomes unable to maintain his or her responsibilities for the Contractor under this Agreement, the NMFA shall (a) be notified by the Contractor seven (7) calendar days prior to such event and (b) be provided the right to terminate this Agreement. The Key People shall be:

[INSERT KEY PEOPLE]

7. Insurance.

The Contractor shall, at all times during the pendency of this agreement, maintain adequate liability insurance in the amounts proscribed by the NMFA namely, **[INSERT COVERAGE AMOUNTS]**

8. Status of Contractor.

The Contractor is an independent contractor performing professional services for the NMFA as described above, and nothing herein contained shall be deemed to create an agency relationship between Contractor and the NMFA and Contractor is not an employee of the NMFA. In no event shall Contractor be entitled to participate in, or be entitled to receive any benefits from,

the NMFA's employee benefit plan, nor shall Contractor be entitled to accrue leave, retirement, insurance, bonding authority, use of NMFA vehicles, or any other benefits, except as specifically

set forth in this Paragraph 8, accorded to employees of the NMFA as a result of this Agreement. The Contractor acknowledges that it is responsible for any and all reporting required to be made to any taxing authority for income tax purposes. The provisions of this Paragraph 8 shall survive the expiration or earlier termination of this Agreement.

9. Litigation/Regulatory Action.

As of the effective date of this Agreement, the Contractor is not aware of any regulatory or self-regulatory investigation or legal or arbitration proceeding against the Contractor or any notice of a regulator in respect of the Contractor that has not been disclosed to the NMFA and, if after the date hereof, the Contractor should become aware of any regulatory or self-regulatory investigation or notice (other than routine information requests that the Contractor reasonably believes are not targeted at the Contractor but is instead an industry-wide request) or any legal or arbitration proceeding filed against the Contractor, the Contractor shall inform the NMFA of such investigation or lawsuit promptly, and in any event within five (5) calendar days after learning of such investigation or lawsuit.

10. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the NMFA.

11. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior approval of the NMFA. All fees and expenses of any

approved subcontractor shall be billable by the subcontractor directly to the Contractor and paid by the Contractor to the subcontractor. The NMFA is not responsible for any subcontractor for any fees, expenses, or payment of any kind. The Contractor assumes full and complete responsibility and liability for each subcontractor's performance of services under the Agreement and such performance shall be judged in accordance with the Standard of Care set out in Paragraph 6 herein.

12. Products and Services/Copyright.

All materials developed or acquired by the Contractor under this Agreement are the property of the NMFA and shall be delivered to the NMFA no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor. Contractor shall acquire no right under this Agreement to use, and shall not use, the name "NMFA" or designs of the NMFA.

13. Records and Audits.

The Contractor shall maintain detailed records of all fees and expenses for three years from the expiration or termination of the Agreement. Those records shall be subject to inspections and audit by the NMFA and its authorized representatives. The NMFA shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the NMFA to recover excessive or illegal payments.

14. Release.

The Contractor shall, upon final payment of the amount due under this Agreement, release the NMFA, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the NMFA to any obligations not assumed herein by the NMFA, unless the Contractor has expressed written authorization to do so and then only within the strict limits of that authorization.

15. Confidentiality.

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without written approval of the NMFA.

Contractor shall wholly and fully indemnify the NMFA against any and all losses, damages, costs, expenses, legal fees and liability resulting or arising from the release of information in violation of this Paragraph 15 by Contractor, its officers, employees, subcontractors, affiliates or anyone under the control of Contractor.

16. Conflict of Interest.

The Contractor warrants that the Contractor currently has no interest and shall not acquire any interest, direct or indirect, that does or would conflict in any manner or degree with the performance of services required under this Agreement.

17. Amendment.

This Agreement shall not be altered, changed, or amended except by an instrument in writing that is executed by both Parties.

18. Merger.

This Agreement shall incorporate all the agreements, covenants, and understandings between the Parties hereto concerning the subject matter thereof, and all such covenants, agreements and understandings, oral or otherwise, of the parties shall not be valid or enforceable unless embodied in this Agreement.

19. Waiver.

No waiver of any breach of this Agreement or any of the terms or conditions thereof shall be held to be a waiver of any other or subsequent breach, nor shall any waiver be valid unless the same shall be in writing and signed by the party alleged to have granted the waiver.

20. Notices.

All notices, or other communications regarding the implementation of this Agreement shall be in writing and shall be deemed to have been given when delivered by registered or certified mail or overnight carrier. The NMFA may, in its sole discretion, call for a notice to be effective if sent by facsimile communication upon telephonic confirmation to the sender of receipt of the facsimile. Notices shall be addressed to:

NMFA: Name:	Mark Chaiken
Title:	General Counsel
Address:	New Mexico Finance Authority 207 Shelby Street Santa Fe, NM 87501
Contractor: Name:	[INSERT]
Title:	[INSERT]
Address:	[INSERT]

21. Scope of Agreement.

This Agreement incorporates all the agreements and understandings between the parties concerning its subject matter, and all agreements and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents concerning the subject matter of this Agreement is valid or enforceable unless included in this Agreement.

22. Indemnification.

Contractor shall indemnify and hold the NMFA, its officers, directors, agents, employees and assigns, harmless from and against any and all claims, demands, suits judgments, losses or expenses of any nature whatsoever (including attorneys' fees) arising out of any material breach of Contractor's representations and warranties as set forth herein, any third party claim of infringement regarding the Services, or any other failure of Contractor to comply with the obligations to be performed hereunder. Notwithstanding anything to the

contrary above, Contractor shall have no indemnification obligations under this Paragraph 22 with respect to any claims that the NMFA (in its reasonable and good faith business judgment) determines are so-called “frivolous” or “nuisance” claims. The provisions of this Paragraph 22 shall survive the expiration or sooner termination of this Agreement.

23. Penalties for Violation of Law.

The New Mexico criminal statutes impose felony penalties for bribes, illegal gratuities and kickbacks.

24. Equal Opportunity Compliance.

The Contractor agrees to abide by all Federal and State laws and rules and regulations, and Executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity.

25. Applicable Law.

This Agreement shall be governed by the laws of the State of New Mexico.

26. No Guaranty.

Contractor acknowledges and agrees that by providing the Services, the NMFA is not obligated to offer Contractor any further employment opportunities with the NMFA and that Contractor is performing such Services only for the duration of the Term of this Agreement, unless the NMFA, in its sole discretion, determines to do otherwise.

27. Full Authority.

Contractor and the NMFA represent that (i) each has all rights, power and authority necessary to enter into and perform this Agreement, (ii) that neither Contractor nor the NMFA has granted any third-party rights inconsistent with the rights and obligations of the other party, and (iii) both Contractor and the NMFA shall reasonably cooperate with the other party in connection with their respective rights and obligations.

28. Facsimile/Counterparts.

This Agreement may be executed in counterparts and may be returned signed by electronic e-mail or facsimile.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this ____ day of _____, 20_____.

NEW MEXICO FINANCE AUTHORITY

By: _____
Marquita D. Russel
Chief Executive Officer

Reviewed and approved by the New Mexico
Finance Authority Legal and Compliance Department.

By: _____
Mark Chaiken, General Counsel

(CONTRACTOR)

By: _____

N.M. Tax ID # _____