

**STATE OF NEW MEXICO
COUNTY OF SANTA FE
FIRST JUDICIAL DISTRICT COURT**

FILED 1st JUDICIAL DISTRICT COURT
Santa Fe County
9/16/2026 3:54 PM
KATHLEEN VIGIL CLERK OF THE COURT
Jill Nohl

HOMEWISE, INC.,

Plaintiff,

v.

CITY OF SANTA FE,

Defendant.

Case No.: D-101-CV-2026-02610

Case assigned to Wilson, Matthew Justin

COMPLAINT

Homewise, Inc. (“Homewise”) files this Complaint against the City of Santa Fe (“City”). Homewise is contemporaneously filing a motion for temporary injunctive relief.

INTRODUCTION

1. This case concerns the City of Santa Fe’s attempt to accomplish through cancellation and re-solicitation what it could not lawfully accomplish under the rules it originally published: deprive Homewise of an Affordable Housing Trust Fund (“AHTF”) award after Homewise prevailed in the competitive bidding process.

2. The City solicited proposals under RFP #FY26-RFP-076 (“RFP-076”), established the rules governing the competition, evaluated and scored the proposals under those rules, and completed the process through which its Community Development Commission (“Commission”) unanimously recommended a \$750,000 award to Homewise.

3. Less than one month later—and without notifying Homewise, producing supporting evidence, or providing a coherent explanation—the City cancelled RFP-076 based on

an alleged breach of executive-session confidentiality that several commissioners did not even know had occurred.

4. The City has not identified what confidential information was disclosed, who disclosed it, to whom it was disclosed, how the alleged disclosure affected the scoring or evaluation of any proposal, or why the alleged disclosure required cancellation of the entire procurement.

5. Nor has the City produced evidence substantiating the contemporaneous written determination required by New Mexico law and the City's own Procurement Manual to justify cancellation.

6. The City then exposed the arbitrary and exclusionary nature of its conduct. Within weeks, it issued a replacement solicitation containing new pass/fail eligibility requirements that had not appeared in RFP-076 and had no discernible relationship to the supposed confidentiality problem.

7. One new requirement categorically excludes any applicant with unspent funds from a prior AHTF award.

8. The City knew that this requirement would disqualify Homewise.

9. The City also knew why Homewise had unspent funds. Homewise could not draw those funds until the City executed a construction agreement that Homewise had submitted in January 2026 and that the City had failed to approve.

10. The City thus manufactured a procedural reset without any rational basis by imposing a new eligibility restriction that excluded Homewise and invoking a condition caused by its own inaction to justify that exclusion.

11. The Procurement Code does not permit the City to change the rules after proposals have been evaluated in order to defeat the result produced under the published criteria. Indeed, the

New Mexico Supreme Court has already condemned materially similar conduct by this same City as arbitrary and capricious. *Planning & Design Solutions v. City of Santa Fe*, 118 N.M. 707, 713-14, 885 P.2d 628, 634-35 (1994).

12. By requesting and accepting Homewise's proposal, the City entered into an implied contract to consider that proposal fairly, honestly, and in accordance with the published criteria, the Procurement Code, and the City's Procurement Manual.

13. The City breached that contract by nullifying the completed evaluation process without a substantiated basis and replacing it with a solicitation designed to prevent Homewise from competing.

14. Homewise seeks immediate relief preventing the City from completing its exclusionary replacement procurement and requiring the City to restore the lawful result of the process it chose to abandon.

PARTIES

15. Homewise is a non-profit corporation incorporated under the laws of New Mexico and with its principal place of business in New Mexico.

16. Homewise is a mission-driven community development financial institution that provides affordable-homeownership services and undertakes community-development projects in Santa Fe and elsewhere in New Mexico.

17. The City is a municipal corporation and local public body organized under the laws of New Mexico.

18. The City, acting through its officials, employees, Central Purchasing Office, and Community Development Commission, issued, administered, evaluated, and cancelled the procurement at issue.

JURISDICTION AND VENUE

19. This Court has original jurisdiction under Article VI, Section 13 of the New Mexico Constitution.

20. This Court has authority to declare the parties' rights under the New Mexico Declaratory Judgment Act, NMSA 1978, Sections 44-6-1 through 44-6-15.

21. This Court has authority to issue temporary, preliminary, and permanent injunctive relief.

22. Venue is proper in Santa Fe County because the City is in Santa Fe County, the procurement was administered in Santa Fe County, the relevant acts and omissions occurred in Santa Fe County, and the relief requested would operate in Santa Fe County. NMSA 1978, Section 38-3-2.

FACTUAL ALLEGATIONS

I. Homewise Meets the Eligibility and Evaluation Criteria Established by the City for 2027 AHTF Awards.

23. The City issued RFP #FY26-RFP-076 ("RFP-076") seeking proposals for fiscal-year 2027 AHTF awards.

24. The AHTF supports affordable-housing development and related activities within Santa Fe.

25. RFP-076 established the substantive eligibility requirements, evaluation criteria, and procedures governing the competition.

26. RFP-076 did not condition an applicant's eligibility on the expenditure of all funds previously awarded to the applicant through the AHTF.

27. RFP-076 likewise did not require that a proposed project be at least fifty percent affordable as a pass/fail eligibility condition.

28. In reliance on RFP-076 and the City's obligation to administer the procurement fairly, honestly, and in accordance with the published requirements, Homewise devoted substantial time, effort, and resources to preparing and submitting a competitive proposal.

29. Homewise satisfied the eligibility requirements stated in RFP-076 and timely submitted its proposal.

II. The Commission Unanimously Recommends a \$750,000 Award to Homewise.

30. The City designated the Commission to evaluate applications and recommend AHTF awards.

31. The City evaluated and scored Homewise's proposal together with the other proposals submitted in response to RFP-076.

32. On May 20, 2026, the Commission considered the competing proposals and proposed AHTF awards.

33. During that meeting, after the Commission entered Executive Session, a Homewise employee text messaged Commissioner Russell Brott inquiring why they had been removed from the Zoom session.

34. Commissioner Brott announced the text message to the room, including to a procurement staff member.

35. Commissioner Brott responded to the text message by informing the Homewise employee that the Commission had entered Executive Session.

36. Commissioner Brott provided no other information to Homewise and did not engage in any other communication with Homewise.

37. After completing its evaluation on May 26, 2026, the Commission voted unanimously to recommend awards under RFP-076.

38. The Commission's recommendations included a \$750,000 award to Homewise.

39. The recommendation confirmed that Homewise's proposal was eligible, responsive, and sufficiently meritorious to receive the proposed award under the criteria stated in RFP-076.

40. Upon information and belief, no evaluator or City official advised Homewise at that time that its proposal was ineligible, that the procurement had been compromised, or that the Commission's deliberations were legally defective.

III. The City Cancels the Completed Procurement Without Notice or a Substantiated Determination.

41. The Commission next met on June 17, 2026.

42. At that meeting, Procurement Manager JoAnn Lovato announced that the City "had to cancel the affordable housing RFP due to issues" and would not proceed with the recommended awards.

43. Commission Chair Alma Castro stated that the process had been invalidated because "we broke Executive Session."

44. Several commissioners, including Commissioner Alissa Keny-Guyer, stated that they had not previously been informed that an executive-session or confidentiality violation had occurred.

45. The City did not provide Homewise with direct notice of the cancellation.

46. Rather, Homewise learned of the cancellation secondhand.

47. The City produced a procurement determination indicating that "a commissioner engaged in direct communication via text message with an offeror . . . while proposals were under active deliberation."

48. The procurement determination asserted that due to this communication, “the procurement process was materially compromised.”

49. The City did not provide Homewise with a written determination identifying the specific facts supporting the cancellation, explaining how any alleged confidentiality violation affected the evaluation of proposals, or explaining why cancellation of the entire procurement was necessary.

50. Despite requests from Homewise, its counsel, and at least one sitting commissioner, the City has not produced evidence substantiating the assertion that the procurement was materially compromised.

51. The City’s public descriptions of the supposed confidentiality violation have been materially inconsistent.

52. Upon information and belief, the City did not place in the procurement file a timely and adequately supported written determination explaining the reasons for cancelling RFP-076.

53. The absence of such a determination violated NMSA 1978, Section 13-1-131 and the City’s Procurement Manual.

54. Section 13-1-131 does not permit the City to invoke cancellation as a means of avoiding a procurement result reached under the City’s own published criteria. Cancellation must serve the City’s best interest, and the City must memorialize its reasons in the procurement file.

55. The written-determination requirement ensures that the City identifies and records its actual reasons for cancellation, permits meaningful review of that decision, and prevents the City from relying on post hoc rationalizations.

56. Rather than produce an adequately supported written determination, the City provided a threadbare procurement determination that asserted the procurement was “materially compromised” with no evidence or explanation supporting that determination.

57. The City’s failure to produce an adequately supported determination—despite repeated requests—supports the inference that the City did not make a proper finding that RFP-076 had been materially compromised.

58. Even accepting the City’s allegation of a confidentiality violation, the City has never explained why that alleged violation required it to discard the scores, recommendations, and results of the entire procurement rather than employ a narrower corrective measure.

59. The City’s unexplained resort to the most drastic possible response was neither reasoned nor proportionate.

IV. The City Rewrites the Eligibility Requirements to Exclude Homewise.

60. On July 6, 2026—before the Commission’s next scheduled meeting—the City published RFP #FY26-RFP-103 (“RFP-103”).

61. Upon information and belief, the City issued RFP-103 without first consulting the Commission about the new substantive eligibility requirements.

62. RFP-103 purported to replace RFP-076.

63. RFP-103 added at least two pass/fail eligibility requirements that had not appeared in RFP-076.

64. First, RFP-103 required an applicant to have no unspent funds from a prior AHTF award.

65. Second, RFP-103 required a proposed project to be at least fifty percent affordable.

66. Neither new requirement addressed, remedied, or bore any apparent relationship to the alleged executive-session violation invoked to cancel RFP-076.

67. The unspent-funds requirement excludes Homewise from participating in RFP-103.

68. The new requirements instead changed which applicants could participate in the procurement.

69. In particular, the unspent-funds requirement categorically disqualified Homewise, notwithstanding that the City had found Homewise eligible and the Commission had unanimously recommended an award to Homewise only weeks earlier.

70. When it drafted and issued RFP-103, the City knew that Homewise possessed an unspent balance from a prior AHTF award.

71. The City therefore knew that the new requirement would eliminate Homewise from the replacement procurement before Homewise's proposal could even be considered.

72. The timing, operation, and absence of any legitimate connection between the new requirement and the stated reason for cancellation support a reasonable inference that the requirement was adopted to prevent Homewise from obtaining the award recommended under RFP-076.

V. The City Uses a Condition Caused by Its Own Inaction as a Thinly-Veiled Maneuver to Disqualify Homewise.

73. Homewise has an unspent balance from a prior \$1.5 million AHTF award for spine infrastructure at Tierra Contenta Phase 3A.

74. The agreement governing that award permits Homewise to expend the awarded funds through December 17, 2026.

75. Homewise is not, and was never, in default under that agreement because funds remained unspent before the December 17, 2026 deadline.

76. Homewise cannot begin the construction necessary to draw the awarded funds for that project until the City approves and executes an Agreement to Construct Required Development Improvements.

77. Homewise submitted a draft of that agreement to the City in January 2026.

78. The City has not executed the Agreement to Construct Required Development Improvements as of the date of filing of this Complaint.

79. The City's delay prevented Homewise from beginning construction and drawing the prior award funds.

80. Homewise's unspent balance was not evidence of nonperformance, delay, default, or an inability to use AHTF funds. Homewise remained within the express expenditure period established by its prior award agreement.

81. The only reason Homewise could not begin construction and draw the funds was that the City had failed for months to execute the construction agreement required for the project to proceed.

82. The City therefore used the consequences of its own inaction as the basis for disqualifying Homewise.

83. Having prevented Homewise from drawing its prior award, the City cannot invoke the resulting balance as a legitimate reason to deny Homewise access to a new award.

84. Permitting the City to benefit from its own delay would allow it to control eligibility not through the published criteria or an applicant's performance, but by withholding an approval entirely within the City's control.

85. The City's conduct was not merely irregular. It deprived Homewise of the benefit of the original procurement through a disqualification that did not exist when Homewise submitted

its proposal and that Homewise had no ability to avoid because the City itself controlled the condition necessary to expend the prior funds.

86. Viewed as a whole, the City's actions establish a single course of conduct to deprive Homewise of the benefit of the original procurement: cancel the procurement after Homewise prevailed, replace it with materially different rules, and use the City's own delay to prevent Homewise from competing under those new rules.

87. In other words, the City intentionally created the very condition that it knew would disqualify Homewise from a new award as a thinly-veiled maneuver to make this award to another contractor. By using a condition that it had complete control over, the City was able to assure itself of the result it wanted: to exclude Homewise from the benefit of the original procurement.

VI. The City Refuses to Restore the Integrity of the Procurement.

88. On September 11, 2026, Homewise provided the City with formal written notice of its breach of contract and provided an opportunity to cure.

89. Homewise requested that the City either: a) reinstate the Commission's May 26, 2026 recommendation and proceed to execute the \$750,000 AHTF award to Homewise under RFP-076; or, b) rescind RFP-103, including the new pass/fail requirements barring Homewise's participation, and restore the parties to the position they occupied under RFP-076 before its cancellation.

90. The City failed to cure its breach as of filing of this Complaint, making judicial relief necessary.

VII. Homewise's Independent Contract Claim Is Not an Appeal from a Protest Determination.

91. This action does not seek judicial review of a protest determination, relitigate an administrative record, or challenge the comparative scoring of competing proposals.

92. Homewise is not a disappointed bidder challenging the evaluation of its proposal or the selection of a competing applicant. Homewise prevailed in the completed evaluation process and received the Commission's unanimous recommendation for a \$750,000 award. Its claim arises from the City's subsequent decision to nullify that result and impose a new requirement excluding Homewise from the replacement procurement.

93. No protest determination exists. Homewise did not initiate an administrative protest, no administrative tribunal considered Homewise's present claims, and the City issued no decision that this Court is being asked to review.

94. Homewise instead invokes this Court's original jurisdiction to enforce the independent implied contract created when the City solicited and accepted Homewise's proposal.

95. That claim arises from the City's post-evaluation course of conduct: cancelling the completed procurement without a substantiated determination, replacing it with materially different requirements, and imposing a new condition that the City knew would disqualify Homewise.

96. The City's subsequent issuance of RFP-103 on July 6, 2026, which added requirements that excluded Homewise, revealed that the City did not intend merely to correct an asserted procedural defect and created an additional and distinct injury.

97. The exclusion caused by RFP-103 is particularly arbitrary when considered with the City's own delay in approving the construction agreement necessary for Homewise to draw its earlier award.

98. The City did not provide Homewise with direct notice of the cancellation or a written determination that Homewise could meaningfully challenge through the protest procedure.

99. Requiring Homewise to submit its claims to the same Central Purchasing Office that cancelled RFP-076, failed to substantiate that cancellation, issued RFP-103, and imposed the disqualifying requirement would be futile.

100. The protest process also cannot provide an adequate or timely remedy because RFP-103 is proceeding, Homewise is categorically barred from participating, and the City may commit or disburse the available funds before administrative proceedings and judicial review can be completed.

101. Accordingly, the protest procedure does not bar Homewise's independent contract claim.

COUNT I
Breach of Implied Contract and the Covenant of Good Faith and Fair Dealing

102. Homewise incorporates Paragraphs 1 through 101 as if fully set forth herein. This Count is pleaded in the alternative to Count II, pursuant to Rule 1-008(E)(2) NMRA.

103. When a public body requests proposals through a competitive procurement, it enters an implied contract with each responsive offeror to fairly and honestly consider the offeror's proposal in accordance with the applicable law and the terms of the solicitation. *Planning & Design Solutions v. City of Santa Fe*, 118 N.M. 707, 709, 713-14, 885 P.2d 628, 630, 634-35 (1994).

104. The terms of RFP-076, the Procurement Code, and the City's written Procurement Manual defined the City's obligation to evaluate Homewise's proposal fairly, honestly, and in accordance with the published criteria.

105. Homewise submitted its proposal in reliance on those written requirements and incurred substantial costs, devoted professional resources, and altered its position by participating in the procurement.

106. By requesting and accepting Homewise's proposal, the City entered into the implied procurement contract recognized in *Planning & Design Solutions*.

107. The implied procurement contract required the City to fairly and honestly evaluate Homewise's proposal under the published criteria.

108. It also required the City to comply with the material requirements of the Procurement Code and its Procurement Manual, including the requirement that any cancellation be in the City's best interest and supported by a determination containing the reasons for cancellation made part of the procurement file.

109. The implied contract carried a covenant of good faith and fair dealing prohibiting either party from acting to deprive the other of the benefits of the agreement.

110. Homewise performed all material obligations required of it under the implied procurement contract.

111. The City breached the implied contract and the covenant of good faith and fair dealing by, among other things:

- a. Cancelling RFP-076 after completion of the evaluation process and the unanimous recommendation of awards;
- b. Failing to provide a coherent, adequately documented, and legally sufficient basis for the cancellation;
- c. Failing to place an adequately supported determination containing the reasons for cancellation in the procurement file;
- d. Failing to provide Homewise with direct and timely notice of the cancellation;
- e. Issuing RFP-103 with materially different eligibility requirements unrelated to the stated reason for cancelling RFP-076;

- f. Imposing a requirement that the City knew or should have known would exclude Homewise;
- g. Relying on Homewise's unspent prior award funds to disqualify Homewise when the City's own delay prevented Homewise from drawing those funds;
- h. Applying materially different rules after Homewise had successfully completed the competitive evaluation process; and
- i. Depriving Homewise of fair and honest consideration under the criteria stated in RFP-076.

112. The City's breaches were not isolated technical violations. They were interdependent steps that allowed the City to discard the result reached under RFP-076 and prevent Homewise from obtaining fair consideration under RFP-103.

113. The City acted willfully and unreasonably, without an adequate determining principle and in disregard of the facts and circumstances known to it, including that Homewise's unspent balance existed because the City had withheld the approval necessary for Homewise to draw those funds. The City's conduct was therefore arbitrary and capricious and deprived Homewise of the central benefit of the implied procurement contract.

114. As a direct and proximate result of the City's breach, Homewise has suffered damages, including the reasonable costs it incurred in preparing and submitting its proposal and otherwise participating in the RFP-076 procurement, in an amount to be determined at trial. Homewise also continues to suffer ongoing harm from its exclusion from the replacement procurement and the loss of the opportunity to obtain the AHTF award and advance its affordable-housing work, for which Homewise separately seeks relief under its breach of written contract claim and injunctive and declaratory relief as set forth in Counts II, III, and IV below.

COUNT II
Breach of Written Contract

115. Homewise incorporates Paragraphs 1 through 101 as if fully set forth herein. This Count is pleaded in the alternative to Count I pursuant to Rule 1-008(E)(2) NMRA.

116. RFP-076 was a written solicitation issued by the City that established the eligibility requirements, evaluation criteria, procedures, and other terms governing the City's consideration of proposals for FY2027 AHTF awards.

117. RFP-076 was governed by the City's written Procurement Manual and applicable procurement regulations, which required the City to evaluate responsive proposals under the criteria stated in the solicitation and permitted cancellation only when cancellation served the City's best interest and was supported by a written determination containing the reasons for cancellation.

118. In reliance on those written commitments, Homewise devoted substantial time, labor, expense, and resources to preparing and submitting a written proposal that satisfied the requirements of RFP-076.

119. Homewise's responsive proposal constituted its acceptance of the terms governing the procurement and, alternatively, its offer to participate in the procurement on the terms established by RFP-076 and the governing written procurement requirements.

120. The City accepted Homewise's performance and proposal by receiving the proposal, determining that Homewise satisfied the stated eligibility requirements, evaluating and scoring the proposal under the criteria stated in RFP-076, and advancing the proposal through the procurement process to a unanimous recommendation of a \$750,000 award.

121. Homewise's preparation and submission of its proposal, including the time, labor, expense, and resources it devoted to the procurement, constituted consideration for the City's

commitment to evaluate the proposal fairly and in accordance with the written terms governing RFP-076.

122. The parties' writings and conduct manifested mutual assent to an enforceable agreement under which Homewise agreed to prepare and submit a responsive proposal and participate in the prescribed procurement process, and the City agreed to evaluate that proposal in accordance with RFP-076 and the governing written procurement requirements.

123. Homewise fully fulfilled all obligations required of it under that agreement. Homewise timely submitted a responsive proposal, satisfied every eligibility requirement stated in RFP-076, and complied with the procedures governing the procurement

124. Homewise did not withdraw its proposal, violate any requirement of RFP-076, or otherwise fail to satisfy any condition imposed upon it.

125. The City subsequently issued a written procurement determination purporting to cancel RFP-076. That determination identified the sole stated basis for cancellation as an allegation that "a commissioner engaged in direct communication via text message with an offeror . . . while proposals were under active deliberation," which purportedly "materially compromised" the procurement.

126. The City breached its obligations by, among other things:

- a. Cancelling RFP-076 without a sufficient written determination establishing that cancellation served the City's best interest;
- b. Relying on an asserted communication that the City has never shown affected the eligibility, evaluation, or scoring of Homewise's proposal or any other proposal;
- c. Disregarding the results produced under the eligibility and evaluation criteria stated in RFP-076 and replacing that solicitation with RFP-103, which imposed new

pass/fail requirements that had not been disclosed to Homewise when it prepared and submitted its proposal; and

- d. Using the new unspent funds requirement to exclude Homewise from the replacement procurement based on a condition caused by the City's own delay in executing the Agreement to Construct Required Development Improvements.

127. As a direct and proximate result of the City's breaches, Homewise has suffered damages, including the reasonable costs it incurred in preparing and submitting its proposal and participating in the RFP-076 procurement, the loss of a fair opportunity to receive the recommended AHTF award, and such other damages as may be established at trial.

COUNT III Declaratory Judgment

128. Homewise incorporates Paragraphs 1 through 127 as if fully set forth herein.

129. An actual and justiciable controversy exists between Homewise and the City concerning their respective rights and obligations under RFP-076, the implied procurement contract, the Procurement Code, and the City's Procurement Manual.

130. Homewise contends that:

- a. The City was obligated to fairly and honestly consider Homewise's proposal under the requirements published in RFP-076;
- b. The City could not cancel RFP-076 except when cancellation was in the City's best interest and an adequately supported determination containing the reasons for cancellation was made part of the procurement file;
- c. The City could not use cancellation and resolicitation as a means to impose new criteria designed or foreseeably operating to exclude a previously successful applicant;

- d. The City breached its implied contract with Homewise; and
- e. RFP-103 and its new disqualifying criteria cannot lawfully be applied to deprive Homewise of fair consideration under RFP-076.

131. Upon information and belief, the City disputes, or has acted inconsistently with, Homewise's contentions.

132. A declaration of the Parties' rights will terminate the controversy and guide the Parties' future conduct.

133. Homewise is therefore entitled to a declaration establishing the parties' respective rights and obligations and declaring the City's challenged conduct unlawful and in breach of the implied procurement contract.

COUNT IV

Claim for Preliminary and Permanent Injunctive Relief

134. Homewise incorporates Paragraphs 1 through 133 as if fully set forth herein.

135. The City's administration of RFP-103 and its refusal to restore Homewise's rights under RFP-076 threaten Homewise with immediate and irreparable injury.

136. Unless enjoined, the City may evaluate proposals, commit available AHTF funds, approve replacement awards, or enter agreements that make it substantially more difficult or impossible to restore Homewise's rights.

137. Once the available funds are awarded or expended, an award of damages will not adequately compensate Homewise for the loss of fair consideration, the lost opportunity to advance its affordable-housing mission, or the damage to the integrity of the procurement process.

138. The loss of the disputed funding opportunity cannot be adequately remedied through an award of proposal-preparation costs. Such damages would not restore the affordable-

housing project proposed by Homewise, replace the unavailable \$750,000 in AHTF funding, or prevent the City from completing a replacement procurement structured to exclude Homewise.

139. Homewise has a substantial likelihood of success because the City completed the evaluation process, unanimously recommended an award to Homewise, cancelled the procurement without producing the determination required by law, and then issued a replacement solicitation with requirements that foreseeably exclude Homewise for a condition caused by the City itself.

140. The threatened injury to Homewise outweighs any harm from requiring the City to preserve the status quo pending a decision on the merits.

141. An injunction would serve the public interest by protecting public confidence in competitive procurement, requiring fair and equitable treatment of offerors, and ensuring compliance with safeguards designed to preserve the quality and integrity of public contracting.

PRAYER FOR RELIEF

WHEREFORE, Homewise respectfully requests that the Court enter judgment in its favor and against the City and, with respect to Paragraphs A and C below sought in the alternative pursuant to Rule 1-008(E)(2) NMRA:

A. In the alternative, find and declare that the City breached its implied contract with Homewise, including the implied covenant of good faith and fair dealing, by failing to administer RFP #FY26-RFP-076 fairly, honestly, and in accordance with the New Mexico Procurement Code, the City's Procurement Manual, and the criteria stated in the solicitation;

B. Declare that the City's cancellation of RFP #FY26-RFP-076 was arbitrary, capricious, inadequately documented, contrary to NMSA 1978, Section 13-1-131, and in

breach of the City's implied contractual obligations to Homewise to provide the fair and equitable treatment required by the Procurement Code;

C. In the alternative, find and declare that the City breached the written obligations fixed by RFP-076 and the City's Procurement Manual, including by cancelling RFP-076 without the substantiated written determination those instruments required;

D. Temporarily, preliminarily, and permanently enjoin the City from proceeding with RFP-103 or awarding, encumbering, committing, or disbursing the Affordable Housing Trust Fund monies associated with that solicitation until Homewise's claims have been finally adjudicated;

E. Enter an order requiring the City to reinstate the Community Development Commission's May 26, 2026 recommendation and proceed with all actions necessary to approve and execute the recommended \$750,000 AHTF award to Homewise under RFP-076;

F. Alternatively, if the Court does not order reinstatement of the recommended award, enter an order requiring the City to rescind RFP-103, including the new pass/fail eligibility requirements that exclude Homewise, and restore Homewise and the City to the positions they occupied under RFP-076 immediately before its cancellation;

G. Alternatively, order the City to reconsider Homewise's proposal through a fair and lawful procurement process applying only the eligibility and evaluation criteria stated in RFP-076, without considering Homewise's authorized unspent balance under its prior Affordable Housing Trust Fund award as a disqualifying condition;

H. Award Homewise, to the extent complete equitable relief is unavailable, its reliance damages, including the reasonable costs incurred in preparing and submitting its proposal and participating in the procurement process, in an amount to be determined at trial;

I. Award Homewise its taxable costs, pre- and post-judgment interest as permitted by law, and attorneys' fees to the extent authorized by contract, statute, or other applicable law; and

J. Grant such other and further legal or equitable relief as the Court deems just and proper.

Dated: September 16, 2026

Respectfully submitted,

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