

**DEPARTMENT OF FINANCE AND ADMINISTRATION**

**REQUEST FOR PROPOSALS (RFP)**



**FROM  
CERTIFIED PUBLIC ACCOUNTANTS  
FOR  
AUDIT SERVICES**

**RFP#**

18-341-20-0000013642

Issuance Date:  
March 26, 2018  
Due Date:  
April 12, 2018

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# **I. INTRODUCTION**

## **A. PURPOSE OF THE REQUEST FOR PROPOSALS**

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals, in accordance with the Procurement Code (Chapter 13, Article 1 NMSA 1978); GSD Rule 1.4.1 NMAC, Procurement Code Regulations, if applicable; and DFA Rule 2.40.2 NMAC, Governing the Approval of Contracts for the Purchase of Professional Services, from qualified firms of certified public accountants (Offerors) to perform the audit of the State of New Mexico's Department of Finance and Administration (DFA) Annual Financial Report for the fiscal year ended June 30, 2018, with the option to renew the contract for two additional subsequent fiscal years.

These audits are to be performed in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards set forth by the Comptroller General of the United States, the provisions of the Federal Single Audit Rule, Amendments of 1996 GASB 34/35, applicable Federal Office of Management and Budget (OMB) circulars, including Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards . The audit must comply with New Mexico State Auditor Rule, Requirements for Contracting and Conducting Governmental Audits (2.2.2 NMAC). Section 13-1-191.1, NMSA 1978 requires prospective contractors to complete a standard campaign contribution disclosure form and submit it as part of the proposal.

## **B. BACKGROUND INFORMATION**

The agency financial statements consist of all funds over which the DFA Secretary has authority except for those funds comprising the State General Fund, which are reported in a separate Annual Financial report issued by the Office of the State Controller.

The agency receives the majority of its support from the State's General fund, fees, assessments, surcharges and various federal grants. The major funds include the general fund which is the agency's primary operating fund appropriated in Section 4 of the General Appropriations Act, the Board of Finance bond funds which include severance tax and general obligation bond proceeds, the federal Community Development Block Grant program, the State's Enhanced 911 grant program, the Law Enforcement Protection fund, the County Supported Medicaid fund, the Local DWI Grant program and the Small Counties Assistance fund. The non-major funds consist of the Civil Legal Services Program, Domestic Violence Treatment program, Juvenile Adjudication Program, Neighborhood Stabilization Program, Computer Enhancement fund, County Remittance fund, Tribal Infrastructure Project fund and General Fund Capital Outlay Statewide. DFA also maintains multiple fiduciary funds used to account for assets held in a custodial capacity belonging to other entities that are not part of the State government and consist entirely of agency funds.

Interested Offerors who wish to review prior year audit reports and management letters should refer to the New Mexico Office of the State Auditor's website "Audit Search" at [www.saonm.org](http://www.saonm.org).

It is anticipated that the audit work may commence on or about May 14, 2018 at which point DFA fully intends to have working trial balances and work papers through the 3<sup>rd</sup> quarter, as well as representative populations available for tests of control with respect to disbursements, payroll, and receipts. All work through the 3<sup>rd</sup> quarter must be completed by June 30, 2018. Fully adjusted trial balances and other reports will be available within 30 days after the year-end close of the system.

### **C. QUALIFIED OFFEROR**

DFA will only consider proposals made by Offerors who are on the New Mexico State Auditor's approved firm list or other firms approved by the New Mexico State Auditor and placed on the New Mexico State Auditor's list. The firm selected **must** be approved, at the time of proposal submission, by the New Mexico State Auditor to provide audit services to New Mexico public entities. **A proposal will be disqualified if the Offeror is not on the New Mexico State Auditor's approved list at the time of submission.**

### **D. SCOPE OF PROCUREMENT**

DFA desires the Offeror to perform the Scope of Work specified in the standard "State of New Mexico Audit Contract," a sample copy which appears as Appendix A to this request for proposals.

The following resources will be provided to contractor personnel by DFA for use on this contract:

1. Necessary office space;
2. Computer workstation to access accounting systems; and
3. Access to telephone, copiers and fax machines.

For the purpose of preparing proposals, Offerors are to assume that the majority of all on-site work will be performed at the following location:

New Mexico Department of Finance and Administration  
Bataan Memorial Building  
Santa Fe, New Mexico

The contractor will work on an as-needed basis, with no limitations on the number of trips to the on-site location.

### **E. PROCUREMENT MANAGER**

1. DFA has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Todd Newman, Procurement Manager

Address: ASD Bureau Chief  
Department of Finance and Administration  
407 Galisteo Street  
Bataan Memorial building, Room 320  
Santa Fe, NM 87501  
Telephone: (505) 476-0483  
Email: Todd.Newman@state.nm.us

2. All deliveries of responses via express carrier must be addressed as follows:

Reference RFP : AUDIT SERVICES  
RFP# 18-341-20-0000013642  
Name: Todd Newman  
Address: ASD Bureau Chief  
Department of Finance and Administration  
407 Galisteo Street  
Bataan Memorial building, Room 320  
Santa Fe, NM 87501

3. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of DFA. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, and **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will emailed protests delivered to the Procurement Manager be considered properly submitted.
4. Until the award is made and notice given to all Offerors, DFA will not disclose the contents of any proposal with an Offeror or potential Offeror, so as to make the contents of any offer available to any competing or potential Offeror.

## **F. DEFINITION OF TERMINOLOGY**

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“**Agency**” means DFA which is the agency conducting this Procurement.

“**Award**” means the final execution of the contract document.

“**Business Hours**” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“**Close of Business**” means 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in use at that time.

“**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“**Contract**” means the agreement between DFA and the selected Offeror.

“**Contractor**” means any business having a contract with a state agency or local public body.

“**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“**Desirable**” the terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.

“**DFA**” means the Department of Finance and Administration.

“**DFA/CRB**” means the Department of Finance and Administration Contracts Review Bureau for the State of New Mexico.

“**Employer**” means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a “New Mexico Employee” (see below). Such definition does not include governmental agencies.

“**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

“**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.

“**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“**Final Execution**” means a contract which has been signed by all required signatories to make the contract fully effective.



“**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include, but are not limited to, travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

“**IT**” means Information Technology.

“**Mandatory**” – the terms "must," "shall," "will," "is required," or "are required" identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“**Minor Technical Irregularities**” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“**New Mexico Employee**” means a person receiving a salary or wages from an Employer for work performed within the State of New Mexico.

“**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.

“**Procurement Manager**” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto. For this procurement the Procurement Manager is set forth above.

“**Procuring Agency**” means, for this procurement, DFA.

“**Redacted**” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

“**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“**Responsible Offeror**” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that the Offeror’s financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

“**Responsive Offer**” means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

“**Sealed**” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Offeror’s company.

“**State (the State)**” means the State of New Mexico.

“**State Agency**” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

“**Statement of Concurrence**” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offeror’s proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)

“**Unredacted**” means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“**Written**” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

## **G. PROCUREMENT LIBRARY**

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Manager and scheduling an appointment. The library contains information listed below:

Past audit reports:

[http://www.nmdfa.state.nm.us/Annual\\_Financial\\_Audit\\_Report.aspx](http://www.nmdfa.state.nm.us/Annual_Financial_Audit_Report.aspx)

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

### A. SEQUENCE OF EVENTS

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

<b>Action</b>	<b>Responsible Party</b>	<b>Due Dates</b>
1. Issuance of RFP	Procurement Manager	Monday March 26, 2018
2. Acknowledgement of Receipt Due from Distribution List	Potential Offerors	Thursday, March 29, 2018 by Close of Business
3. Deadline to Submit Written Questions	Potential Offerors	Thursday, March 29, 2018 by Close of Business
4. Response to Written Questions/RFP Amendments	Procurement Manager	Monday, April 2, 2018
5. Submission of Proposals	Offerors	Thursday, April 12 2018 by 3:00 pm Mountain Time
6. Evaluation of Proposals	Evaluation Committee	Monday, April 16, 2018 through Friday, April 20, 2018
7. Selection of Finalist Offerors	Evaluation Committee	Friday, April 20, 2018
8. Best and Final Offers	Finalist Offerors	Monday, April 23, 2018
9. Notification/Recommendation to State Auditor	Procurement Manager	Wednesday, April 25, 2018
10. Notify Recommended Offeror of Intended Award	Procurement Manager	Monday, April 30, 2018
11. Contract Negotiations	Procurement Manager	Tuesday, May 1, 2018 Friday, May 4, 2018
12. Contract Award	Procurement Manager	Wednesday, May 9, 2018
13. Protest Deadline	Offerors	Per Section 13-1-172 NMSA 1978
14. Contract Effective Date (tentative)		Monday, May 14, 2018

## **B. EXPLANATION OF EVENTS**

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A., above.

### **1. Issuance of RFP**

This RFP is being issued by DFA on the date set forth in Section II.A (“Sequence of Events”). In the interest of making it easier for Offerors to prepare responses, Offerors can download the RFP in an electronic format by accessing the DFA website at: [http://nmdfa.state.nm.us/Program\\_Support.aspx](http://nmdfa.state.nm.us/Program_Support.aspx)

Additional copies of the RFP can be obtained from the Procurement Manager.

### **2. Acknowledgement of Receipt**

Potential Offerors **must** hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX C, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by the time and date set forth in Section II.A (“Sequence of Events”).

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror’s organization name shall not appear on the distribution list.

### **3. Submission of Written Questions**

Potential Offerors are encouraged to submit written questions to the Procurement Manager (see Section I, Paragraph E) as to the intent or clarity of this RFP. The identity of the organization submitting the question(s) will not be revealed. All written questions will be addressed in writing on the date listed in the Sequence of Events.

### **4. Deadline to Submit Written Questions**

Potential Offerors may submit electronically additional written questions as to the intent or clarity of this RFP until the time and date set forth in Section II.A (“Sequence of Events”). All electronically written questions must be addressed to the Procurement Manager (see Section I, Paragraph E). An acknowledgement receipt from the Procurement Manager will be sent electronically to the Offeror.

## 5. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offerors that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to:

[http://www.nmdfa.state.nm.us/Annual\\_Financial\\_Audit\\_Report.aspx](http://www.nmdfa.state.nm.us/Annual_Financial_Audit_Report.aspx)

## 6. Submission of Proposal

**ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN THURSDAY, APRIL 12 AT 3:00 PM MOUNTAIN STANDARD TIME or DAYLIGHT TIME** whichever is in effect on the date set forth in Section II.A (“Sequence of Events”). Proposals received after this deadline **will not be accepted**. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I above. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the AUDIT SERVICES RFP# 18-341-20-0000013642. Proposals submitted by facsimile, or other electronic means, will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context is as defined above.

## 7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

## 8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offeror as per schedule Section II. A., Sequence of Events or as soon as possible.

## **9. Best and Final Offers**

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible.

## **10. Finalize Contractual Agreements**

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of DFA. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror without undertaking a new procurement process.

## **11. Contract Awards**

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of DFA.

The contract shall be awarded to the Offeror whose proposal is most advantageous to the State of New Mexico and DFA, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Department and State approvals.

## **12. Protest Deadline**

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the award of the contract and will end at 5:00 pm Mountain Standard Time or Daylight Time whichever is in effect on the 15<sup>th</sup> day from award. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Eric Riggs  
Deputy Director  
Department of Finance and Administration  
407 Galisteo Street  
Bataan Memorial Building, Room 313  
Santa Fe, NM 87501

Protests received after the deadline will not be accepted.

## **C. GENERAL REQUIREMENTS**

### **1. Acceptance of Conditions Governing the Procurement**

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section IV and the point allocation contained in section V of this RFP.

### **2. Incurring Cost**

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

### **3. Prime Contractor Responsibility**

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a state agency which may derive from this RFP. The state agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

### **4. Subcontractors/Consent**

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

### **5. Amended Proposals**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted

proposal and must be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collate, or assemble proposal materials.

## 6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

## 7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

## 8. Disclosure of Proposal Contents

- A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
  - 1. confidential financial information concerning the Offeror's organization;
  - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
  - 3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the State Purchasing Division or the Agency shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

## 9. No Obligation



This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

## **10. Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency determines such action to be in the best interest of the State of New Mexico.

## **11. Sufficient Appropriation**

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

## **12. Legal Review**

The Agency requires that all Offerors agree to be bound by the general requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

## **13. Governing Law**

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

## **14. Basis for Proposal**

Only information supplied, in writing, by the Agency through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

## **15. Contract Terms and Conditions**

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Sample Contract Appendix A. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract (APPENDIX A) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

## **16. Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. Please see Section II.C.15 for requirements.

## **17. Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

## **18. Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a

Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

### **19. Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

### **20. Change in Contractor Representatives**

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

### **21. Notice of Penalties**

The Procurement Code, NMSA 1978, § 13-1-28 through 13-1-199, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

### **22. DFA Rights**

DFA in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

### **23. Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

### **24. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the State of New Mexico.

### **25. Confidentiality**

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

## **26. Electronic mail address required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

## **27. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern.

Please refer to:

[http://www.generalservices.state.nm.us/statepurchasing/ITBs\\_RFPs\\_and\\_Bid\\_Tabulation.aspx](http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx).

## **28. New Mexico Employees Health Coverage**

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information  
<http://www.insurenewmexico.state.nm.us/>.

## 29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

## 30. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
  - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
  - b. **Explicitly** indicate acceptance of Section V of this RFP; and
  - c. Acknowledge receipt of any and all amendments to this RFP.
8. Be signed by the person identified in para 2 above.

## 31. Pay Equity Reporting Requirements

- A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.
- B. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal

anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.

- C. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- D. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

### **32. Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
  - 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  - 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  - 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  - 4. has, preceding this offer, been notified of any delinquent Federal or State taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.

- a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
  - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
  - c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the

matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

### **33. New Mexico Preferences**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. If the preference certificate is not submitted, the Offeror will NOT receive the preference points, regardless of whether the Offeror in fact possesses such a certificate. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

#### **A. New Mexico Business Preference**

#### **B. New Mexico Resident Veterans Business Preference**

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

**An agency shall not award a business both a resident business preference and a resident veteran business preference.**

**The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.**

### **34. New Mexico State Auditor's Rule 2.2.2 NMAC**

Firms submitting proposals must comply with the New Mexico State Auditor's Rule 2.2.2 NMAC as issued by the State Auditor for fiscal year 2018 audit of governmental entities. A copy of the rule may be obtained by contacting the State Auditor's Office.

### **35. Auditing Standards to be followed**

To meet the requirements of this RFP, the audit shall be performed in accordance with auditing standards generally accepted in the United States of America, Government Auditing Standards, and the New Mexico State Auditor Rule, Requirements for Contracting and Conducting Governmental Audits (2.2.2 NMAC).

### **36. Independence**

DFA retains the right to accept or reject an Offeror's affirmative statement of independence. In the event DFA rejects an Offeror's affirmative statement of independence, the Offeror shall be disqualified.



### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

#### B. NUMBER OF COPIES

##### 1. Hard Copy Responses

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

1. **Technical Proposals** – One (1) ORIGINAL, four (4) HARD COPIES, and one (1) electronic copy of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders. **The electronic version/copy can NOT be emailed.**
  - Proposals containing confidential information **must** be submitted as two separate binders:
    - **Unredacted** version for evaluation purposes
    - **Redacted** version (information blacked out and not omitted or removed) for the public file
2. **Cost Proposals** – One (1) ORIGINAL, four (4) HARD COPIES, and one (1) electronic copy of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders from the Technical Proposals. **The electronic copy can NOT be emailed.**
3. **Other supporting material** - – One (1) ORIGINAL, four (4) HARD COPIES, and one (1) electronic copy of the proposal containing ONLY the supporting material; ORIGINAL and COPY of supporting material shall be in separate labeled binders from the Technical Proposals. **The electronic copy can NOT be emailed.**

The electronic version/copy of the proposal **must** mirror the physical binders submitted (i.e. One (1) **unredacted cd/usb**, one (1) **redacted cd/usb**). **The electronic version can NOT be emailed.**

The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization**, may be deemed non-responsive and rejected on that basis.

**Both the electronic submission and the original proposal must be received no later than the time and date indicated in Section II.B.6.**

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization** may be deemed non-responsive and rejected on that basis.

## **C. PROPOSAL FORMAT**

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy proposals and electronic copy:

### **1. Proposal Content and Organization**

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

#### **Technical Proposal (Binder 1):**

- A. Signed Letter of Transmittal
- B. Table of Contents
- C. Proposal Summary (Optional)
- D. Response to Contract Terms and Conditions
- E. Offeror's Additional Terms and Conditions
- F. Response to Specifications (**except cost information which shall be included in Cost Proposal/Binder 2 only**)

1. Organizational Experience
2. Organizational References
3. Oral Presentation (optional at DFA's deaccession)
4. Proof of Licensure in New Mexico
5. Statement of Concurrence form (appendix I)
6. Financial Stability - Financial information considered confidential should be placed in the **Confidential Information** binder.

- 7. Signed Campaign Contribution Form
- 8. New Mexico Preferences (If applicable)
- G. Other Supporting Material (If applicable)

**Cost Proposal (Binder 2):**

- A. Completed Cost Response Form (Appendix D)  
Signed Campaign Contribution Form (Appendix B)
- B. Signed New Mexico Employee Health Coverage Form (Appendix J)
- C. Signed Conflict of Interest Affidavit pursuant to Governmental Conduct Act (if Applicable) (Appendix H)
- D. Resident Vendor Certificate or Resident Veteran Preference Certificate (if Applicable) (Appendix G)

**Binder 3 (Optional)**

- A. Other supporting material

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in Binder #2 on the cost response form.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

**2. Letter of Transmittal Form**

Each proposal must be accompanied by a letter of transmittal form (Appendix E) that: identifies the submitting organization; identifies the name and title of the person authorized by the organization to contractually obligate the organization; identifies the name, title, email address, and telephone number of the person authorized to negotiate the contract on behalf of the organization; identifies the names, titles, email addresses, and telephone numbers of persons to be contacted for clarification; explicitly indicates acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1; must be signed by the person authorized to contractually obligate the organization; and acknowledges receipt of any and all amendments to this RFP.

## IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

### A. DETAILED SCOPE OF WORK

The scope of work shall consist of providing the products and services defined in the proposed contract at Appendix A. The Offeror must agree to perform the scope of work as defined in Appendix A.

### B. TECHNICAL SPECIFICATIONS

#### 1. Organizational Experience

Offerors **must**:

- a) Provide a description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of audit services to the State of New Mexico's DFA Annual Financial Report. All audit services provided to private sector will also be considered;
- b) indicate how many governmental audits have been performed in the last two years and what percentage of business revenue is derived from governmental audits, specifically NM state agency engagements;
- c) Describe at least two project successes and two failures of a State of New Mexico audit engagement. Include how each experience improved the Offeror's services.

#### 2. Organizational References

Offerors should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years. **Offerors are required to submit (APPENDIX F), Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the designee described in Sec I Paragraph D.** It is the Offeror's responsibility to ensure the completed forms are received on or before the date set forth in Section II.A ("Sequence of Events") for inclusion in the evaluation process.

Organizational references that are not received or are not complete, may adversely affect the vendor's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a

conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Para C.18.

Offerors shall submit the following Business Reference information as part of Offer:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number and e-mail address.

### **3. Mandatory Specification**

#### 1. Agreement to Perform Scope of Work

The scope of work shall consist of providing the products and services defined in the proposed sample contract at Appendix A. The Offeror must agree to perform the scope of work as defined in Appendix A.

#### 2. License to Practice in New Mexico

An affirmative statement must be included indicating that the firm and all assigned key professional staff are properly licensed to practice public accounting in the State of New Mexico at the time the proposal is submitted. The Offeror must submit proof of licensure of all key professional staff in its proposal. Failure to include proof of licensure in New Mexico for all key professional staff will result in disqualification of Offeror's proposal.

#### 3. External Quality Control Review

Offeror must submit a copy of the report on its and any proposed subcontractor's most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

#### 4. Independence

Offeror must provide an affirmative statement that it is independent of the State of New Mexico as defined by the U.S. General Accepted Accounting Practices (GAAP) and Generally Accepted Governmental Auditing Standards (GAGAS). The firm must also list

and describe the firm's (including any proposed subcontractor's) professional relationships involving the State of New Mexico for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

Offeror must provide an affirmative statement that the firm shall give DFA written notice of any professional relationships entered into during the period of this agreement. The Evaluation Committee retains the right to accept or reject an Offeror's affirmative statement of independence. In the event the Evaluation Committee rejects an Offeror's affirmative statement of independence, the Offeror shall be disqualified.

Offeror shall provide information on the results of any federal or state desk reviews or field reviews of its and any proposed subcontractor's audits during the past three (3) years. In addition, Offeror shall provide information on the circumstances and status of any disciplinary action taken or pending against it or any proposed subcontractors during the past three (3) years with state regulatory bodies or professional organizations. In the event Offeror has no federal or state desk reviews or field reviews or any disciplinary actions to report, Offeror shall provide an affirmative statement to that effect.

Offeror shall affirmatively state that it and any proposed subcontractor has complied with requirements for submitting and has submitted a firm profile to the New Mexico State Auditor, in accordance with the New Mexico State Auditor Rule 2 NMAC 2.2.

#### 5. Cost Response Form

In Binder 2, Offeror must propose one firm, fixed, fully-loaded total figure for each year on the Cost Response Form (Appendix D). The firm, fixed, fully-loaded figure must include any and all costs for travel, per diem, fringe benefits, and any overhead costs for contractor personnel, as well as proposed subcontractor personnel if appropriate. New Mexico gross receipts taxes are excluded from the proposed maximum annual amount.

#### 6. Campaign Contribution Disclosure Form

Offerors must complete, sign and include the Campaign Contribution Disclosure Form (Appendix B) with their proposal.

#### 7. New Mexico Employees Health Coverage Form

Offeror must agree with the terms and submit a signed New Mexico Employees Health Coverage Form (Appendix J).

#### 8. Employee Pay Equity Reporting

Offeror must in its statement of concurrence form (Appendix I) provide concurrence that Offeror agrees to comply with the terms set forth in Section II, Paragraph C.27 of this RFP related to Employee Pay Equity Reporting.

## 9. Affidavit Pursuant to Governmental Conduct Act

Offeror must complete the portion of the statement of concurrence form (Appendix I) related to Conflict of Interest and must provide a signed affidavit pursuant to conflict of interest and the Governmental Conduct Act, the form of which may be found as Appendix H, for any individual to whom the form applies.

### **4. Desirable Specification**

#### 1. Offeror's General Qualifications and Experience

Offeror should state the total number of firm staff members, the total number of staff in the firm's governmental audit area, the total number of audit hours the firm is able to dedicate to the scope of work of this RFP, the location of the office from which the work on this engagement is to be performed and the number and background information of the professional staff to be employed in this engagement on a full-time basis and the number and background information of the staff to be so employed on a part-time basis.

Offeror should state its New Mexico State agency audit experience in reverse chronological order and provide contact information for all state agencies whom Offeror has provided such audit services in the last five (5) years.

If the Offeror is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.

#### 2. Partner, Supervisory and Staff Qualifications and Experience

Offeror should identify and submit resumes for all principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Experience narratives should be included that describe the specific relevant experience of each staff member in relation to the role that member will perform for this contract. Each narrative should include the name of the individual proposed and a thorough description of the education, knowledge, and relevant experience as well as certifications or other professional credentials. Offeror should also provide information on the State agency government auditing experience of each person, including information on relevant continuing professional education for the past three (3) calendar years and membership in professional organizations relevant to the performance of this audit.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of DFA. However, in either case, DFA retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this RFP can only be changed with the express prior written permission of DFA, which retains the right to approve or reject replacements. Other audit personnel may be changed at the discretion of the audit firm provided that replacements have substantially the same or better qualifications or experience.

### 3. Site Manager References

Offerors should provide three (3) external client references for the site manager. The minimum information to be provided for each reference is:

- A) Name of individual or company services were provided for;
- b) Address of individual or company;
- c) Name of contact person;
- d) Telephone number and email address of contact person; and
- e) Type of services provided and dates services were provided.

By so providing, Offeror grants permission for an Evaluation Committee designee to contact each reference. Information must be current; obsolete information will be regarded as failure to comply with this specification. References may or may not be contacted at the sole discretion of the Evaluation Committee. The Procurement Manager and Evaluation Committee members reserve the right to contact other individuals or entities learned about through contacting the references and may use other information obtained through other sources deemed necessary for a thorough evaluation of each offer.

### 4. Firm References

Offerors should provide three (3) external client references from clients who received the same or similar services from Offeror. In addition, three (3) references should be submitted for each proposed subcontractor. The minimum information that should be provided for each reference is:

- A) Name of individual or company services were provided for;
- b) Address of individual or company;
- c) Name of contact person;
- d) Telephone number and email address of contact person; and
- e) Type of services provided and dates services were provided.

By so providing, Offeror grants permission for an Evaluation Committee designee to contact each reference. Information must be current; obsolete information will be regarded as failure to comply with this specification. References may or may not be contacted at the sole discretion of the Evaluation Committee. The Procurement Manager and Evaluation Committee members reserve the right to contact other individuals or entities learned about through contacting the references and may use other information obtained through other sources deemed necessary for a thorough evaluation of each offer.



## 5. Specific Audit Approach and Project Plan

Offeror should submit a thorough project plan. At a minimum, the project plan should include a milestone chart including tasks to be performed and the timeframe and proposed staff member designated for the completion of each task. In developing the project plan, reference should be made to such sources of information as the budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Offeror should provide detailed information on their audit approach, including but not limited to:

- a) Offeror's proposed segmentation of the engagement with preparing the working trial balances, financial statements, and supporting documents;
- b) Level of staff and number of hours to be assigned by Offeror to each proposed segment of the engagement;
- c) Offeror's approach for reliance on reports of other auditors;
- d) Offeror's approach to gain and document an understanding of DFA's internal control structure and tests of controls;
- e) Sample sizes and the extent to which sampling is to be used in the engagement;
- f) Offeror's use of EDP software in the engagement and identify extent of agency data conversion;
- g) Offeror's analytical procedures to be used in the engagement;
- h) Offeror's approach to auditing capital accounts inventory;
- h) Offeror's approach to communicating with management regarding progress of audit and potential audit issues;
- i) Offeror's approach to internal quality control review process and finalizing audit and reports for issuance;
- j) Offeror's approach to completing single audit in accordance with OMB Circular A-133; and
- k) If a multi-year contract is proposed, Offeror's approach to planning and conducting work in subsequent years.

## 6. Identification of Anticipated Potential Audit Problems

Offeror should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from DFA.

## 7. New Mexico Business Preference

Offerors should state whether their principal place of business is located in New Mexico as defined in Section 13-1-22 NMSA 1978 and, if so, include a copy of Offeror's preference certificate. For more information on New Mexico Business Preference

requirements, see <http://www.tax.newmexico.gov/businesses/pages/in-statepreferencecertification.aspx>.

#### 8. Resident Veterans Preference

If applicable, Offerors should provide a copy of a current Resident Veterans Certificate. In addition, a completed and signed version of attached certification form (Appendix G) must accompany any RFP response from a business wishing to receive a resident veteran's preference.

### **C. BUSINESS SPECIFICATIONS**

#### **1. Financial Stability**

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

#### **2. Performance Surety Bond**

Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor's performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to the Agencies at time of contract award. **A statement of concurrence must be submitted in the Offeror's proposal.**

#### **3. Letter of Transmittal Form**

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company.

#### **4. Campaign Contribution Disclosure Form**

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)

#### **5. Cost**

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by a Cost/proposal formula. The Cost proposal formula will be based on the

*annual* amount provided by the Offeror. All charges listed on APPENDIX D must be justified and evidence of need documented in the proposal.

## **6. Resident Business or Resident Veterans Preference**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form (APPENDIX G) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

## V. EVALUATION POINT SUMMARY

### A. Point summary table

The following table and paragraphs summarize the evaluation factors and the maximum point values assigned to each. **Failure to comply with a mandatory specification will result in disqualification of an Offeror's proposal. Lack of response to a mandatory specification will result in the assumption that Offeror does not meet the specification. Lack of response to a desirable specification will result in the assumption that no points are sought for a particular specification.**

Contract award shall be made to the responsible Offeror whose proposal is most advantageous to DFA taking into consideration the following weighted evaluation factors. Please note, however, 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 DFA to select the Offeror who submits the lowest cost proposal. DFA shall have the right to obtain, from any and all sources, information concerning an Offeror, which is deemed pertinent to the RFP, and to consider such information in evaluating the Offeror's proposal.

EVALUATION POINT SUMMARY TABLE		
Paragraph	Evaluation Factor	Maximum Points
<b>MANDATORY SPECIFICATIONS</b>		
A(1)	Agreement to Perform Scope of Work	Pass/Fail
A(2)	License to Practice in New Mexico	Pass/Fail
A(3)	External Quality Control Review	150
A(4)	Independence	Pass/Fail
A(5)	Cost Response Form (Appendix D)	100
A(6)	Campaign Contribution Disclosure Form (Appendix B)	Pass/Fail
A(7)	New Mexico Employee Health Coverage Form (Appendix J)	Pass/Fail
A(8)	Employee Pay Equity Reporting (Appendix I)	Pass/Fail
A(9)	Affidavit Pursuant to Governmental Conduct Act (Appendix I)	Pass/Fail
<b>Subtotal</b>		<b>250</b>
<b>DESIRABLE SPECIFICATIONS</b>		
B(1)	Offeror's General Qualifications and Experience	150

B(2)	Partner, Supervisory and Staff Qualifications and Experience	150
B(3)	Site Manager References	100
B(4)	Firm References	100
B(5)	Specific Audit Approach and Project Plan	150
B(6)	Identification of Anticipated Potential Audit Problems	100
B(7)	New Mexico Business Preference	(50 extra points)
B(8)	Resident Veterans Preference (Appendix G)	(Up to 100 extra points)
<b>Subtotal</b>		<b>750</b>
<b>TOTAL</b>		<b>1000</b>

## B. Evaluating factors

### 1. Mandatory Specifications (See table 1)

1. A (1) Agreement to perform scope of work  
Pass/fail – may disqualify an applicant
2. A (2) License to Practice in New Mexico  
Pass /fail – may disqualify an applicant
3. A (3) External Quality control review  
Points will be awarded based on evaluation of Offeror’s and any proposed subcontractor’s most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements. Consideration will be given to any letters of deficiencies included
4. A (4) Independence  
Pass/fail
5. A (5) Cost form

The evaluation of each Offeror’s cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{This Offeror's Bid}} \times \text{Available Award Points}$$

6. A (6) Campaign contribution form  
Pass/fail
7. A (7) Employee Pay equity  
Pass/fail

8. A (8) Affidavit pursuant to governmental conduct act  
Pass/Fail

## **2. Desirable Specifications (See Table 1)**

1. B (1) Offeror's General Qualifications and Experience

Points will be awarded based on evaluation of the total number of firm staff members, the total number of staff in the firm's governmental audit area, the total number of audit hours the firm is able to dedicate to the scope of work of this RFP, the location of the office from which the work on this engagement is to be performed and the number and background information of the professional staff to be employed in this engagement on a full-time basis and the number and background information of the staff to be so employed on a part-time basis.

Points will also be awarded based on evaluation of Offeror's New Mexico State agency audit experience.

Of the Offeror is a joint venture or consortium, points will also be awarded based on evaluation of the respective qualifications of each firm comprising the joint venture or consortium.

2. B (2) Partner, Supervisory and Staff Qualifications and Experience

Points will be awarded based on evaluation of resumes and experience narratives for all principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Consideration will be given for the State agency government auditing experience of each person, including information on relevant continuing professional education for the past three (3) calendar years and membership in professional organizations relevant to the performance of this audit.

3. B (3) Site Manager References

Points will be awarded based on evaluation of three (3) external client references for the site manager provided.

4. B (4) Firm References

Points will be awarded based on evaluation of three (3) external client references from clients who received the same or similar services from Offeror and three (3) references for each proposed subcontractor.

5. B (5) Specific Audit Approach and Project Plan

Points will be awarded based on evaluation of Offeror's project plan, including specific responses to specifications found in Section IV, paragraph B.5. Consideration will be given to the detailed milestone chart including tasks to be performed and the timeframe and proposed staff member designated for the completion of each task. Consideration will be given to Offeror's presentation of sources of information such as the budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

#### 6. B (6) Identification of Anticipated Potential Audit Problems

Points will be awarded based on evaluation of Offeror's approach to identifying and resolving potential audit problems and any special assistance that will be requested from DFA.

#### 7&8. B (7) & B (8) New Mexico Business Preference and Resident Veterans Preference

Points will be awarded based on Offeror's provision of a copy of a current Resident Business Certificate and/or Resident Veteran's Preference Certificate issued by the Taxation and Revenue Department. Any business wishing to receive a Resident Business Preference must include a copy its Resident Business Certificate with its proposal. Any business wishing to receive a Resident Veteran's Preference must include with its submission a copy of its Resident Veteran's Preference Certificate, along with a completed and signed copy of the form contained in Appendix H. Failure to submit these forms will result in no points received for this criterion, regardless of whether Offeror actually possesses such qualifications.

Once the RFP is scored the proper preference points will be credited to those Offerors qualifying for one or both preferences. For example, this RFP has a total value of 1,000 points available. If five proposals are received, one from a resident business, one from a resident veterans business qualifying for an 8 percent preference, and three from non-resident businesses, then the two preference businesses would receive 50 and 80 points for the resident business preference and resident veteran's preference, respectively and those preference points will be added to their already evaluated score, making the highest possible total score 1080 points under this scenario.

### **C.6. New Mexico Preferences**

Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended).

#### **A. New Mexico Business Preference**

If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%.

**B. New Mexico Resident Veterans Business Preference**

If the Offeror has provided their Preference Certificate **and** the Resident Veterans Certification Form the Preference Point are one of the following:

- 10% for less than \$1M (prior year revenue)
- 8% for more than \$1M but less than \$5M (prior year revenue)
- 7% for more than \$5M(prior year revenue)

**3. Financial Stability**

Pass/Fail only. No points assigned.

**4. Performance Bond**

If required. Pass/Fail only. No points assigned.

**5. Letter of Transmittal (required)**

Pass/Fail only. No points assigned.

**B. EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee may use other sources of to perform the evaluation as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the State taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.





# APPENDIX A

## Sample Audit Contract

Contract No. \_\_\_\_\_

### STATE OF NEW MEXICO AUDIT CONTRACT

(State Agencies with DFA Approval)

---

Hereinafter referred to as the "Agency," and

---

Hereinafter referred to as the "Contractor," agree:

**As required by the Audit Rule, NMAC Section 2.2.2.1 et seq., Contractor agrees to, and shall, inform the Agency of any restriction placed on Contractor by the Office of the State Auditor pursuant to NMAC Section 2.2.2.8, and whether the Contractor is eligible to enter into this Contract despite the restriction.**

1. **SCOPE OF WORK** (Include in Paragraph 26 any expansion of scope)
  - A. The Contractor shall conduct a financial and compliance audit of the Agency for Fiscal Year \_\_\_\_ in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, the Audit Act and the Audit Rule (NMAC Section 2.2.2.1 et seq.).
2. **DELIVERY AND REPRODUCTION**
  - A. In order to meet the delivery terms of this Contract, the Contractor shall deliver the following documents to the State Auditor no later than \_\_\_\_\_ after the Financial Control Division of the Department of Finance and Administration

(FCD of DFA) provides the State Auditor with notice that the Agency's books and records are ready and available for audit, and in any event no later than the deadline set forth for the Agency in NMAC Section 2.2.2.9:

1. an organized, bound and paginated hard copy of the Agency's audit report for review;
2. a copy of the signed management representation letter provided to the IPA by the Agency as required by AU-C580; and
3. a copy of the completed State Auditor Report Review Guide available at [www.osanm.org](http://www.osanm.org);

- B. In accordance with FCD requirements, the Agency, with the help of the Contractor, shall identify a schedule of audit deliverables and agreed-to milestones for the audit to ensure that the Agency's books and records are ready and available for audit and the Contractor delivers services on time. The deadline of sixty days shall be based on the schedule of audit deliverables and agreed upon milestones; however, the deadline **shall not extend beyond the deadline set forth for the Agency in NMAC Section 2.2.2.9**. This requirement does not prevent the Contractor from performing interim audit work prior to receipt of the DFA notice of agency preparedness.
- C. Reports postmarked by the Agency's due date will be considered received by the due date for purposes of NMAC Section 2.2.2.9. Unfinished or excessively deficient reports will not satisfy this requirement; such reports will be rejected and returned to the Contractor and the State Auditor may take action in accordance with NMAC Section 2.2.2.13. If the State Auditor does not receive copies of the management representation letter, and the completed Report Review Guide with the audit report or prior to submittal of the audit report, the State Auditor will not consider the report submitted to the State Auditor.
- D. As soon as the Contractor becomes aware that circumstances exist that will make the Agency's audit report late, the Contractor shall immediately provide written notification of the situation to the State Auditor. The notification shall include an explanation regarding why the audit report will be late, when the IPA expects to submit the report and a concurring signature by the Agency.
- E. Pursuant to NMAC Section 2.2.2.10, the Contractor shall prepare a written and dated engagement letter that identifies the specific responsibilities of the Contractor and the Agency.

- F. After its review of the audit report pursuant to NMAC Section 2.2.2.13, the State Auditor shall authorize the Contractor to print and submit the final audit report. Within five business days after the date of the authorization to print and submit the final audit report, the Contractor shall provide the State Auditor an electronic version of the audit report, in PDF format, and the electronic copy of the Excel version of the Summary of Findings Form, Vendor Schedule, Fund Balances, and any GASB 77 data (if applicable). After the State Auditor officially releases the audit report by issuance of a release letter, the Contractor shall deliver     copies of the audit report to the Agency. The Agency or IPA shall ensure that every member of the Agency's governing authority shall receive a copy of the report.
  
- G. The Agency, upon delivery of its audit report, shall submit to the Federal Audit Clearinghouse (FAC) the completed data collection form and the reporting package described in Section 200.512 of Uniform Guidance for Federal Awards. The submission is required to be made within 30 calendar days of receipt of the auditor's report, or nine months after the end of the audit period.

3. **COMPENSATION**

- A. The total amount payable by the Agency to the Contractor under this Contract shall not exceed                      plus applicable gross receipts tax.
  
- B. Contractor agrees not to, and shall not, perform any services in furtherance of this Contract prior to approval by the State Auditor. Contractor acknowledges and agrees that it will not be entitled to payment or compensation for any services performed by Contractor pursuant to this Contract prior to approval by the State Auditor.
  
- C. Total Compensation will consist of the following:

<b>SERVICES</b>	<b>AMOUNTS</b>
(1) Financial statement audit	<b><u>\$0.00</u></b>
(2) Federal single audit	<b><u>\$0.00</u></b>
(3) Financial statement preparation	<b><u>\$0.00</u></b>
(4) Other non-audit services, such as depreciation schedule updates	<b><u>\$0.00</u></b>
(5) Other (i.e., foundations or other component units, specifically identified)	<b><u>\$0.00</u></b>

- D. Total Compensation =                      plus applicable gross receipts tax

- E. The Agency shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this Contract and invoiced by the Contractor. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below.
  - F. The State Auditor may authorize progress payments to the Contractor by the Agency; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment. Progress payments up to 70% do not require State Auditor approval, provided that the Agency certifies receipt of services. The Agency must monitor audit progress and make progress payments only up to the percentage that the audit is completed prior to making such payment. Progress payments of 70% or more but less than or equal to 90% require State Auditor approval after being approved by the Agency. If requested by the State Auditor, the Agency shall provide a copy of the approved progress billings. The State Auditor may allow only the first 50% of progress payments to be made without State Auditor approval if the Contractor's previous audits were submitted after the due date. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor.
4. **TERM.** THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE STATE AUDITOR AND THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION. Unless terminated pursuant to Paragraphs 5 or 19, this Contract shall terminate one calendar year after the date on which it is signed by the Department of Finance and Administration.
5. **TERMINATION, BREACH AND REMEDIES**
- A. This Contract may be terminated:
    - 1. By either party without cause, upon written notice delivered to the other party and the State Auditor at least ten (10) days prior to the intended date of termination.
    - 2. By either party, immediately upon written notice delivered to the other party and the State Auditor, if a material breach of any of the terms of this Contract occurs. Unjustified failure to deliver the report in accordance with Paragraph 2 shall constitute a material breach of this Contract.

3. By the Agency pursuant to Paragraph 19, immediately upon written notice to the Contractor and the State Auditor.
  4. By the State Auditor, immediately upon written notice to the Contractor and the Agency after determining that the audit has been unduly delayed, or for any other reason.
- B. By termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If the Agency or the State Auditor terminates this Contract, the Contractor shall be entitled to compensation for work performed prior to termination in the amount of earned, but not yet paid, progress payments, if any, that the State Auditor has authorized to the extent required by Paragraph 3(E). If the Contractor terminates this Contract for any reason other than Agency's breach of this Contract, the Contractor shall repay to the Agency the full amount of any progress payments for work performed under the terms of this Contract.
- C. Pursuant to NMAC Section 2.2.2.8, the State Auditor may disqualify the Contractor from eligibility to contract for audit services with the State of New Mexico if the Contractor knowingly makes false statements, false assurances or false disclosures under this Contract. The State Auditor on behalf of the Agency or the Agency may bring a civil action for damages or any other relief against a Contractor for a material breach of this Contract.
- D. THE REMEDIES HEREIN ARE NOT EXCLUSIVE, AND NOTHING IN THIS SECTION 5 WAIVES OTHER LEGAL RIGHTS AND REMEDIES OF THE PARTIES.

6. **STATUS OF CONTRACTOR**

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, and use of state vehicles or any other benefits afforded to employees of the Agency as a result of this Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed under this Contract unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract.

8. **SUBCONTRACTING**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the Agency and the State Auditor. An agreement between the Contractor and a subcontractor to subcontract any portion of the services under this Contract shall be completed on a form prescribed by the State Auditor. The agreement shall be an amendment to this Contract and shall specify the portion of the audit services to be performed by the subcontractor, how the responsibility for the audit will be shared between the Contractor and the subcontractor, the party responsible for signing the audit report and the method by which the subcontractor will be paid. Pursuant to NMAC Section 2.2.2.8, the Contractor may subcontract only with independent public accounting firms that are on the State Auditor's List of Approved Firms, and that are not otherwise restricted by the Office from entering into such a contract.

9. **RECORDS**

The Contractor shall maintain detailed time records that indicate the date, time, and nature of services rendered during the term of this Contract. The Contractor shall retain the records for a period of at least five (5) years after the date of final payment under this contract. The records shall be subject to inspection by the Agency and the State Auditor. The Agency and the State Auditor shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the Agency or the State Auditor on behalf of the Agency to recover excessive or illegal payments.

10. **RELEASE**

The Contractor, upon receiving final payment of the amounts due under the Contract, releases the State Auditor, the Agency, their respective officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Contract. This paragraph does not release the Contractor from any liabilities, claims or obligations whatsoever arising from or under this Contract.

11. **CONFIDENTIALITY**

All information provided to or developed by the Contractor from any source whatsoever in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor, except in accordance with this Contract or applicable standards, without the prior written approval of the Agency and the State Auditor.

12. **PRODUCT OF SERVICES; COPYRIGHT AND REPORT USE**

Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. The Agency and the State Auditor may post an audited financial statement on their respective

websites once it is publicly released by the State Auditor. The Contractor agrees that the FCD of DFA is free to use the audited financial statements in the statewide Comprehensive Annual Financial Report (CAFR) and that the Contractor's audit report may be relied upon during the audit of the statewide CAFR, if applicable. However DFA should not provide to any third party, other than the CAFR auditor, the draft audit report or its opinion letters or findings.

13. **CONFLICT OF INTEREST**

The Contractor represents and warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. Each of the Contractor and the Agency certifies that it has followed the requirements of the Governmental Conduct Act, Section 10-16-1, et seq., NMSA 1978, regarding contracting with a public officer, state employee or former state employee, as required by the applicable professional standards.

14. **INDEPENDENCE**

The Contractor represents and warrants its personal, external and organizational independence from the Agency in accordance with the *Government Auditing Standards 2011 Revision*, issued by the Comptroller General of the United States, and NMAC Section 2.2.2.8. The Contractor shall immediately notify the State Auditor and the Agency in writing if any impairment to the Contractor's independence occurs or may occur during the period of this Contract.

15. **AMENDMENT**

This Contract shall not be altered, changed or amended except by prior written agreement of the parties and with the prior written approval of the State Auditor. Any amendments to this Contract shall comply with the Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.

16. **MERGER**

This Contract supersedes all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. Contractor and Agency shall enter into and execute an engagement letter pursuant to NMAC Section 2.2.2.10, consistent with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAGAS). **The engagement letter and any associated documentation included with or referenced in the engagement letter shall not be interpreted to amend this Contract. Conflicts between the engagement letter and this Contract are governed by this Contract, and shall be resolved accordingly.**

17. **APPLICABLE LAW**



The laws of the State of New Mexico shall govern this Contract. By execution of this Contract, Contractor irrevocably consents to the exclusive personal jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising from or related to this Contract.

18. **AGENCY BOOKS AND RECORDS**

The Agency is responsible for maintaining control of all books and records at all times and the Contractor shall not remove any books and records from the Agency's possession for any reason.

19. **APPROPRIATIONS**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the legislature or the Agency's governing body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature or the Agency's governing body, this Contract shall terminate upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. This section of the Contract does not supersede the Agency's requirement to have an annual audit pursuant to Section 12-6-3(A) NMSA 1978.

20. **PENALTIES FOR VIOLATION OF LAW**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

21. **EQUAL OPPORTUNITY COMPLIANCE**

The Contractor shall abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws, rules, regulations and orders, the Contractor assures that no person in the United States shall, on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or serious medical condition, spousal affiliation, sexual orientation or gender identity be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If the Contractor is found not to be in compliance with these requirements during the life of this Contract, the Contractor shall take appropriate steps to correct these deficiencies.

22. **WORKING PAPERS**

- A. The Contractor shall retain its working papers of the Agency's audit conducted pursuant to this Contract for a period of at least five (5) years after the date shown on the opinion letter of the audit report, or longer if requested by the federal cognizant agency for audit, oversight agency for audit, pass through-entity or the

State Auditor. The State Auditor shall have access to the working papers at the State Auditor's discretion. When requested by the State Auditor, the Contractor shall deliver the original or clear, legible copies of all working papers to the requesting entity.

- B. The Contractor should follow the guidance of AU-C 210 A.27 to A.31 and AU-C 510 .A3 to .A11 in communications with the predecessor auditor and to obtain information from the predecessor auditor's audit documentation.

23. **DESIGNATED ON-SITE STAFF**

The Contractor's on-site individual auditor responsible for supervision of work and completion of the audit is \_\_\_\_\_. The Contractor shall notify the Agency and the State Auditor in writing of any changes in staff assigned to perform the audit.

24. **INVALID TERM OR CONDITION**

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected.

25. **EMPLOYEE PAY EQUITY REPORTING**

- A. If it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification at any time during the term of this Contract, the Contractor shall complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If the Contractor has (250) or more employees the Contractor shall complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that are extended beyond one (1) calendar year, the Contractor shall also complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. If the Contractor does not meet the size requirement for reporting a contract award but subsequently grows such that they meet or exceed the size requirement for reporting, the Contractor shall provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. The Contractor shall also impose this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. If one or more subcontractor does not meet the size requirement for reporting a contract award but subsequently grows such that they meet or exceed the size requirement for reporting, the Contractor shall submit the required report for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report

submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. The Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. The Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

- B. If this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

## 26. **OTHER PROVISIONS**

**SIGNATURE PAGE**

This Contract is made effective as of the date of the signature of the Department of Finance and Administration.

**AGENCY**

**CONTRACTOR**

PRINTED  
NAME: \_\_\_\_\_

PRINTED  
NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

This Contract has been approved by:

**DEPT. OF FINANCE &  
ADMINISTRATION**  
**CONTRACTS REVIEW  
BUREAU**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID No. \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

State Auditor Contract No. 18 - 341

## APPENDIX B

### Campaign Contribution Disclosure Form

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**Name of Applicable Public Official: Gov. Susanna Martinez\_\_\_\_\_**  
**(Completed by State Agency or Local Public Body)**

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (Position)

## APPENDIX C

### ACKNOWLEDGEMENT OF RECEIPT OF REQUEST FOR PROPOSALS FORM

In acknowledgement of receipt of this Request for Proposals, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents and ending with Appendix I.

The acknowledgement of receipt **must** be signed and returned to the Procurement Manager no later than Close of Business on March 29, 2018. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will be placed on the procurement distribution list to receive copies of all Offeror written questions and DFA's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

This name and address will be used for all correspondence related to the Request for Proposal.  
Firm does/does not (circle one) intend to respond to this Request for Proposals.

Todd Newman  
ASD Bureau chief  
Department of Finance and Administration  
Bataan Memorial Building  
Santa Fe, NM 87501  
(505) 827-3923 (voice)  
(505) 827-4984 (fax)  
EricT.Riggs@state.nm.us



## APPENDIX D COST RESPONSE FORM

### THE ANNUAL COSTS PROVIDED ON THIS FORM WILL BE USED IN THE COST FORMULA FOR DETERMINING POINTS AWARDED TO EACH OFFEROR

Firm, fixed, fully-loaded cost YEAR ONE (xx/xx/xxxx thru xx/xx/xxxx): \$\_\_\_\_\_

(includes all labor, materials, equipment, transportation, configuration, installation, training, taxes, profit, etc. to provide the Services described in Section IV, (as amended by any current RFP amendments for the period specified above)

Firm, fixed, fully-loaded cost for Option Year 2: (xx/xx/xxxx thru xx/xx/xxxx) :\$\_\_\_\_\_

(includes all labor, materials, equipment, transportation, configuration, installation, training, taxes, profit, etc. to provide the Services described in Section IV, (as amended by any current RFP amendments for the period specified above)

Firm, fixed, fully-loaded cost for Option Year 3: (xx/xx/xxxx thru xx/xx/xxxx) :\$\_\_\_\_\_

(includes all labor, materials, equipment, transportation, configuration, installation, training, taxes, profit, etc. to provide the Services described in Section IV, (as amended by any current RFP amendments for the period specified above)

# APPENDIX E

## Letter of Transmittal Form

RFP#: \_\_\_\_\_

Offeror Name: \_\_\_\_\_ FED ID# \_\_\_\_\_

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

3. for the person authorized by the organization to negotiate on behalf of this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

4. for the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

5. Use of Sub-Contractors (Select one)

\_\_\_ No sub-contractors will be used in the performance of any resultant contract OR

\_\_\_ The following sub-contractors will be used in the performance of any resultant contract:

\_\_\_\_\_  
(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

\_\_\_\_\_  
(Attach extra sheets, as needed)

7. \_\_\_ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

\_\_\_ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

\_\_\_ I acknowledge receipt of any and all amendments to this RFP.

\_\_\_\_\_, 2014

Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

## **APPENDIX F**

### **ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

The State of New Mexico, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to: Todd Newman, procurement manager by April 12, 2018 for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

If the Reference Form(s) are not received by the date above, the lack of such forms will negatively impact the Offeror's scores.

## ORGANIZATIONAL REFERENCE QUESTIONNAIRE FORM:

\_\_\_\_\_  
(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of New Mexico, Department of Finance and Administration via facsimile or e-mail at:

Name:           Todd Newman, Procurement Manager  
 Address:       407 Galisteo St  
                   Santa Fe, NM 87501  
 Telephone:   (505) 827-3923  
 Fax:  
 Email:         Todd.Newman@state.nm.us

no later than Monday April 12, 2018, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Manager listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

<b>Company providing reference:</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number</b>	
<b>Contact e-mail address</b>	
<b>Project description;</b>	
<b>Project dates (starting and ending);</b>	
<b>Technical environment for the project your providing a reference</b> (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?  
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

COMMENTS:

7. How satisfied are you with the products developed by the vendor?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?  
COMMENTS:

# APPENDIX G

## RESIDENT VETERANS CERTIFICATION

### New Mexico Preference Resident Veterans Certification

**Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).**

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

**Please check one box only**

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978, § 13-1-21 or 13-1-22, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*      \_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.



## APPENDIX H

### FORM OF CONFLICT OF INTEREST AFFIDAVIT

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_ (name), being first duly sworn upon my oath, depose and state the following:

1. I am a former employee of the \_\_\_\_\_ (name of Department/Agency), having separated/retired from state employment as of \_\_\_\_\_ (date).

-OR-

2. I am a current employee of the \_\_\_\_\_ (name of Department/Agency), or a legislator with the state, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee or legislator with the state. Being a current employee or legislator or family member of a current employee or legislator of the state, I hereby certify that I obtained this Agreement pursuant to Sections 10-16-7 or 10-16-9 NMSA 1978, that is, in accordance with the Procurement Code except that this Agreement has NOT been awarded via the sole source or small purchase procurement methods.
3. The Department/Agency and I have entered into an agreement in the amount of \$\_\_\_\_\_.
4. Section 10-16-8.A(1) NMSA 1978 of the Governmental Conduct Act does not apply to this Agreement because I neither sought a contract with the Department/Agency, nor engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the Department/Agency.
5. To the best of my knowledge, this Agreement was awarded in compliance with all relevant provisions of the New Mexico Procurement Code (13-1-28, et. seq., NMSA 1978).

FURTHER, AFFIANT SAYETH NOT.

\_\_\_\_\_  
Name

Subscribed and sworn to before me by \_\_\_\_\_ (name of former employee)  
this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

## APPENDIX I

### STATEMENT OF CONCURRENCE FORM

The Offeror **must** check mark and initial each requirement listed below. Failure to complete this form in its entirety will result in the automatic disqualification of the Offeror's proposal. The alteration of this form will also result in the automatic disqualification of the Offeror's proposal.

	Agree	Disagree	Initials
<p><b>Employee Pay Equity Reporting</b>                      My business/organization Agrees/Disagrees with the requirements of reporting as defined in Section II, Paragraph C.27. I understand reports will be due when a contract is awarded. <i>Caution: An Offeror who disagrees with this requirement will be disqualified.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>	_____

	Yes	No	Initials
<p><b>Governmental Conduct Act; Conflict of Interest Affidavit</b>                      Does your business/organization have interest or will acquire interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the RFP? If yes, the Offeror must disclose the interest in the space provided below.</p>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<p>Is the Offeror a public officer or state employee or former state employee? If Yes, the Offeror certifies, through the Affidavit, that the requirements of the Governmental Conduct Act NMSA 1978, Sections 10-16-1 through 10-16-18, regarding contracting with a public officer or state employee or former state employee have been followed. If Yes, the Offeror must complete, sign and attach the Conflict of Interest Affidavit (Appendix F) to the proposal. An Offeror who fails to attach the Conflict of Interest Affidavit (Appendix F) will be disqualified.</p>	<input type="checkbox"/>	<input type="checkbox"/>	_____

## APPENDIX J

### NEW MEXICO EMPLOYEE HEALTH COVERAGE FORM

1. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenemexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

Signature of Offeror: \_\_\_\_\_ Date\_\_\_\_\_