Northern New Mexico College

REQUEST FOR PROPOSALS

RFP# NNMC 2018-05
AUDIT SERVICES

Issue Date: May 5, 2018
Due Date: May 24, 2018
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INTRODUCTION

PURPOSE OF THIS REQUEST FOR PROPOSALS

Northern New Mexico College (NNMC) requests proposals for an Independent Public Accountant (IPA) to perform annual audit(s) of the NNMC’s financial statements and the financial statements of NNMC’s Discretely-Presented Component Unit for the years ending June 30, 2018, June 30, 2019, and June 30, 2020. Qualified IPAs in good standing with the Office of the State Auditor are requested to submit proposals. This audit shall be performed in accordance with applicable Generally Accepted Auditing Standards (GAAS), Generally Accepted Governmental Auditing Standards (GAGAS/Yellow Book), Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB) Statements, OMB Circular Compliance Supplements to include all requirements for funding received under the American Recovery and Reinvestment Act (ARRA), and Requirements of the State Auditor Rule (2.2.2 NMAC).

CREATION, HISTORY, CURRENT MISSION

NNMC was founded in 1909 by the New Mexico Territorial legislature. The original mission of NNMC was to teach English to Spanish-speaking teachers in the area. Technical-vocational programs were instituted during the 1960s. In 1969, NNMC became a full-time post-secondary technical-vocational school. In 1977 the New Mexico Legislature passed enabling legislation to merge the College and the Northern branch of the University of New Mexico. In 2005, NNMC began offering four-year degree programs.

Today, NNMC is a two-year and four-year degree granting institution of higher learning and offers degrees in biology, business administration, elementary education, engineering, environmental science, information technology, and nursing. NNMC’s main campus is located in Espanola, New Mexico and maintains the original campus in El Rito, New Mexico.

SUMMARY SCOPE OF WORK

1) Professional Audit Services to be rendered include:
   a. Audit of the NNMC Financial Statements
   b. Audit of the Financial Statements of NNMC Component Unit
   c. GAGAS/Yellow Book Audit of NNMC
   d. 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
   e. Additional reporting required or desired by oversight agencies

SCOPE OF PROCUREMENT

The NNMC requests a multi-year proposal to provide services, identified in this RFP, for the fiscal years ending June 30, 2018 and June 30, 2019. The term of the contract shall be one year with the option to extend for two successive one year terms at the same price, terms and conditions as stated on the original proposal. The scope of procurement shall encompass the Scope of Work in Section C of this RFP. The contract shall become effective beginning June 23, 2018 or upon signature of the State
Auditor. The NNMC shall have the option to extend the contract for two one year terms or any portion thereof. In no event shall the contract exceed duration of three years including all extensions and renewals.

**PROCUREMENT MANAGER**

NNMC has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone numbers, and email address are listed below:

Ricky A. Bejarano, VP for Finance & Administration  
Northern New Mexico College  
921 Paseo de Onate  
Espanola, New Mexico 87532  
Office Telephone Number: 505.747.5050  
Mobile Telephone Number: 505.670.1512  
ricky.bejarano@nnmc.edu

All deliveries via express carrier should be addressed follows:

Ricky A. Bejarano, VP for Finance & Administration  
Northern New Mexico College  
921 Paseo de Onate  
Espanola, New Mexico 87532

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing via email. Offerors may contact ONLY the Procurement Manager regarding the procurement.  
Note: Other NNMC staff & faculty do not have the authority to respond on behalf of NNMC with regard to this procurement.

**DEFINITION OF TERMINOLOGY**

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"ARRA" means the American Recovery and Reimbursement Act.

"Audit Rule" means NMAC 2.2.2 (Title 2-Public Finance, Chapter 2-Audit of Governmental Agencies, Part 2-Requirements for Contracting & conducting Audit of Agencies of the New Mexico Administrative Code.) NMAC 2.2.2 is posted on the New Mexico Office of the State Auditor’s website at [www.saonm.org](http://www.saonm.org).

"Chief Financial Officer" or "CFO" means the NNMC’s Chief Finance Officer who currently is the Interim VP for Finance & Administration.
“Close of Business” means 5:00 PM Mountain Daylight Time.

“Contract” means any agreement for the procurement of items of tangible personal property, services or construction derived from an ITB or RFP.

“Contract Manager” means the individual selected by NNMC to monitor and manage all aspects of the contract resulting from this RFP.

“Deliverable” means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.

“Desirable” The terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

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

“Evaluation Committee” means a body appointed by NNMC management to perform the evaluation of offeror proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals and for submission to governing and or authoritative bodies as required.

“Finalist” is defined as an offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that offeror for further consideration by the Evaluation Committee.

“FY” means Fiscal Year.

“FYE” means Fiscal Year Ended.

“HED” means the New Mexico Higher Education Department.

“IPA” means Independent Public Accountant.

“Mandatory” The terms “must,” “shall,” “will,” “is required,” identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the offeror’s proposal.

“Milestone” means a significant event in a project, usually the completion of a major deliverable.

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

“OSA” means Office of the State Auditor.
"NNMC" means Northern New Mexico College

"Procurement Distribution List" is a list of potential offerors that have completed and submitted the Acknowledgement of Receipt form to the Procurement Manager.

"Procurement Manager" means the person or designee authorized by NNMC to manage or administer a procurement requiring the evaluation of competitive sealed proposals. The Procurement Manager is the only person authorized to respond to questions regarding the scope of the services to be performed under this RFP.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Requirements" are obligatory and mean the system functions that are related to the organization's goals and business opportunities. Requirements are defined by the project team and are usually prioritized.

"Responsive Offer or Responsive Proposal" means an offer or proposal that 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.

"Responsible Offeror" means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his 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.

"Solicited and Awarded" means an ITB or RFP was made available to the general public, through any means, after January 1, 2008 AND the contract(s) sought as a result of that solicitation was/were awarded after January 1, 2008.

"Solicitations" means ITBs and RFPs.

"State (the State)" means the State of New Mexico.
BACKGROUND INFORMATION

NNMC was created under Section 21-8-1 New Mexico Statutes Annotated (NMSA), Article XIII, Section 11 of the New Mexico Constitution. Under Article XII, section 13 of the New Mexico Constitution, NNMC is governed by a five-member Board of Regents appointed by the Governor, with the advice and consent of the Senate, for six-year terms. The Board of Regents is responsible for hiring the President of NNMC.

The President is essentially the chief executive officer of NNMC. There are two vice presidents. The first vice president oversees all academic affairs of NNMC and serves as the Provost of NNMC. The second vice president oversees all business and plant functions. The primary areas of oversight for each vice president are as follows.

Vice President of Academic Affairs-Provost- (Including, but not limited to the following)

- Academic Deans & Department Heads
- Academic Programs
- Curriculum and Instruction
- Registrar’s Office
- Student Loan Section
- Academic Achievement

Vice President for Finance & Administration

All Business Functions (Including but not limited to the following)
- Accounting
- Financial Statements & All other Financial Reporting
- Accounts Receivable
- Accounts Payable
- Cashiering
- Procurement
- Information Technology
- Human Resources
- Auxiliary Services – Bookstore; Cafeteria
- Facilities
- Security
PROCUREMENT LIBRARY

The Procurement Manager has established an Internet Procurement Library. Offerors are encouraged to review the material contained in the Procurement Library by contacting the Procurement Manager and scheduling an appointment. The library contains information listed below:

Copy of Procurement Regulations - New Mexico State Purchasing Division includes links to Procurement Regulations and Request for Proposal and is available at: http://www.generalservices.state.nm.us/spd/

Copy of the State of New Mexico Audit Rule; NMAC 2.2.2 Requirements for Contracting and Conducting Audit of Agencies. The Audit Rule may be viewed at: http://www.saonm.org

Electronic copies of previous audits may be obtained at the website of the New Mexico Office of the State Auditor: http://www.saonm.org

Electronic copies of previous audits may also be obtained from the Procurement Manager upon request. Electronic copies will be provided within 48 hours.
CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement and describes the major procurement events as well as the conditions governing the procurement.

SEQUENCE OF EVENTS

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

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsibility</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Issue of RFP</td>
<td>NNMN</td>
<td>05/05/2018</td>
</tr>
<tr>
<td>2. Acknowledgement of Receipt</td>
<td>Potential Offerors</td>
<td>05/12/2018</td>
</tr>
<tr>
<td>3. Deadline To Submit Additional Questions</td>
<td>Potential Offerors</td>
<td>05/16/2018</td>
</tr>
<tr>
<td>4. Response to Written Questions/RFP Amendments</td>
<td>NNMN</td>
<td>05/18/2018</td>
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<td>5. Submission of Proposal</td>
<td>Offerors</td>
<td>05/24/2018</td>
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<td>6. Proposal Evaluation</td>
<td>Evaluation Committee</td>
<td>05/29/2018</td>
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<tr>
<td>7. Selection and Notification of Finalists</td>
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<td>05/30/2018</td>
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<td>8. Oral Presentations – If Necessary</td>
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<td>06/01/2018</td>
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<tr>
<td>10. Submission of Recommended IPA Selection to OSA</td>
<td>NNMN</td>
<td>06/02/2018</td>
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<tr>
<td>11. OSA Approval</td>
<td>OSA</td>
<td>06/16/2018</td>
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<td>12. Finalize Contract</td>
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<td>06/21/2018</td>
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<tr>
<td>13. Contract Award</td>
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<td>06/23/2018</td>
</tr>
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<td>14. Protest Deadline</td>
<td>Offerors</td>
<td>15 days after Contract Award</td>
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EXPLANATION OF EVENTS

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

• Issue of RFP

NNMC will issue and advertise this RFP NNMN on May 05, 2018. RFP can be obtained from the NNMN Website: http://nnmc.edu/

• Distribution List Response

Offerors shall submit the completed, signed Acknowledgement of Receipt Form by: close of business May 12, 2018 to the Procurement Manager (see Section I, Paragraph D). The form should be signed by the offerors representative, dated, and delivered by hand, email, or by mail.
Failure to return this form may constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the offeror's organization name may be deleted from the procurement distribution list.

**Deadline to Submit Additional Questions**

Potential offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on **May 16, 2018**. All written questions must be addressed to the Procurement Manager (see Section I, Paragraph E).

**Response to Written Questions/RFP Amendments**

Written responses to written questions will be answered by the Procurement Manager via email within one (1) business day and will be distributed in accordance with Section II, A. *Sequence of Events*, to all potential offerors whose organization name appears on the procurement distribution list. An email Acknowledgement of Receipt Form will accompany the written email response and should be returned.

Questions and Answers will be posted to NNMC website at [http://www.NNMC.state.nm.us](http://www.NNMC.state.nm.us)

**Submission of Proposals**

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 4:00 p.m., May 24, 2018 MOUNTAIN DAYLIGHT TIME IN ACCORDANCE WITH SECTION II, A *SEQUENCE OF EVENTS* ABOVE. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph E. Proposals must be sealed and labeled on the outside of the package to clearly indicate a response to the “NNMC AUDIT SERVICES” Request for Proposals. Proposals submitted by facsimile or email will not be accepted.

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to §13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

**Proposal Evaluation**

The evaluation of proposals will be performed by an evaluation committee appointed by the NNMC Board of Regents President. The evaluation process will take place in accordance with Section II, A. *Sequence of Events*. During this time, the Procurement Manager may, at his option, initiate discussion with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the offerors.
Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist offerors in accordance with Section II, A. Sequence of Events. Only finalists will be invited to participate in the subsequent steps of the procurement.

Oral Presentations

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the NNMC. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

Finalize Contract

The contract will be finalized with the most advantageous offeror in accordance with Section II, A. Sequence of Events. In the event that mutually agreeable terms cannot be reached within the time specified, the NNMC reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process or to cancel the award.

Contract Award

After review of the Evaluation Committee Report, the recommendation of the NNMC management, and the signed contract, the State Purchasing Agent will award the contract in accordance with Section II, A. Sequence of Events. This date is subject to change at the discretion of the State Purchasing Agent.

This contract shall be awarded to the offeror whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

Protest Deadline

Any protest by an offeror must be timely and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15)-day protest period for responsive offerors shall begin on the day following the contract award and will end as of 4:00 PM Mountain Daylight Time 15 days after the Contract Award. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the NNMC. The protest must be delivered to the NNMC.

Office of the President
NNMC
921 Paseo de Onate
Espanola, NM 87532

Protests received after the deadline will not be accepted.
GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the State Purchasing Agent’s procurement code regulations, 1.4.1 NMAC.

Acceptance of Conditions Governing the Procurement

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 V of this RFP.

Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, 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.

Prime Contractor Responsibility

Any contract that may result from the RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the NNMC. The NNMC will make contract payments only to the prime contractor.

Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

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 NNMC personnel will not merge, collate, or assemble proposal materials.

Offerors 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 signed by the offerors duly authorized representative addressed to the Procurement Manager.
The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

**Proposal Offer Firm**

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

**Disclosure of Proposal Contents**

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspections of the non-confidential portion of the proposal. Confidential data are normally restricted to confidential financial information concerning the offerors organization and data that qualify as a trade secret in accordance with the Uniform Trade Secrets Act [§ 57-3A-1 NMSA 1978]. 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 Agent shall examine the offerors 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.

**No Obligation**

The procurement in no manner obligates NNMC or its component unit to the eventual services offered until a valid written contract is awarded and approved by appropriate authorities.

**Termination**

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

**Sufficient Appropriation**

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

Legal Review

The NNMC requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

Governing Law

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

Basis for Proposal

Only information supplied by the NNMC in writing through the Procurement Manager or in this RFP or on the website of the Office of the State Auditor (www.saonm.nm) should be used as the basis for the preparation of offeror proposals.

Contract Terms and Conditions

The contract between the NNMC and a contractor will follow the format specified by the NNMC and contain the terms and conditions set forth in Appendix B, “Agreement Terms and Conditions.” However, the NNMC reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror’s proposal will be incorporated into and become part of the contract.

Should an offeror object to any of the NNMC’s terms and conditions, as contained in this Section or in Appendix B, that offeror must propose specific alternative language. The NNMC may or may not accept the alternative language. General references to the offeror’s terms and conditions or attempts at complete substitutions are not acceptable to the NNMC 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 changed followed by the specific proposed alternate wording.

Offerors Terms and Conditions

Offerors must submit, with the proposal, a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the NNMC.

Contract Deviations

Any additional terms and conditions that may be the subject of negotiation will be discussed only between the NNMC and the selected offeror and shall not be deemed an opportunity to amend the offeror’s proposal.
**Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in §13-1-83 and §13-1-85 NMSA 1978.

**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 fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

**Change in Contractor Representatives**

The NNMC reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the NNMC, meeting its needs adequately.

**Notice**

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

**NNMC Rights**

NNMC reserves the right to accept all or a portion of an offerors proposal including the right to purchase software or services from SPA approved price agreements.

**Right to Publish**

Throughout the duration of this procurement process and contract term, potential offerors, offerors, and contractors must secure from the NNMC written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offerors proposal or termination of the contract.

**Ownership of Proposals**

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

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

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/RFP Amendments).

Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the offerors possession and the version maintained by the NNMC, the version maintained by the NNMC shall govern.

New Mexico Employees Health Coverage

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:

(a) 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, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
(b) 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, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $500,000 dollars or;
(c) 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.

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.

(d) 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://insurenewmexico.state.nm.us/.

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, $500,000 or $1,000,000.

**Campaign Contribution Disclosure Form**

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (See Appendix D) as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not for the positions of Governor and Lieutenant Governor. Failure to complete and return the form will result in disqualification.

**Disclosure Regarding Responsibility**

Any prospective Bidder/Offeror (hereafter Offeror) and any of its Principals who seek to enter into a contract greater than twenty thousand dollars ($20,000.00) with NNMC for professional services, tangible personal property, services or construction agree to disclose whether they, or any principal of their company:

a. Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state NNMC or local public body.

b. Have been convicted of or had civil judgment rendered against them for: 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; violation of Federal or state antitrust statutes related to the submission of offers; or 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.

c. Are presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with, commission of any of the offenses enumerated in paragraph B of this disclosure.

d. Have 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 both of 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 NNMC or local public body.

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.

The offeror shall provide immediate written notice to the Procurement Manager or Buyer if, at any time prior to contract award, the offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances.

A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the offeror's responsibility. Failure of the offeror to furnish a disclosure or provide additional information as requested will render the offeror nonresponsive.

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 an offeror is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

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.

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 Procurement Manager or Buyer. If it is later determined that the offeror 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.

**Conflict of Interest: Governmental Conduct Act**

The offeror 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 or services required under the Agreement. The offeror certifies requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.
RESPONSE FORMAT AND ORGANIZATION

NUMBER OF RESPONSES

Offerors shall submit only one proposal.

NUMBER OF COPIES

Offerors shall provide 1 original, and 4 (four) identical copies of their proposal (Binder 1), 1 original, and 4 (four) copies of the cost proposal (Binder 2), and 1 original, and 4 (four) identical copies of supporting technical documentation (Binder 3) to the location specified in Section I, Paragraph E on or before the closing date and time for receipt of proposals.

PROPOSAL FORMAT

All proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Proposal Organization

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

- Binder #1
  - Letter of Transmittal
  - Table of Contents
  - Summary of Proposed Services
  - Response to Mandatory Specifications

- Binder #2
  - Response to Terms and Conditions
  - Offerors Additional Terms and Conditions (optional)
  - Cost/Pricing Proposal Form
  - Campaign Contribution Disclosure Form (Appendix D)

- Binder #3 (Optional)
  - Other Supporting Material

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All forms provided in the 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 with the cost response form.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.
The proposal summary may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offerors proposal.

**Letter of Transmittal**

Each proposal must be accompanied by a Letter of Transmittal. The letter of transmittal must be completed and must be signed by a person authorized to obligate the company. The letter of transmittal MUST include:

a. Identify the submitting organization;
b. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
c. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
d. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
e. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;
f. Be signed by the person authorized to contractually obligate the organization;
g. Acknowledge receipt of any and all amendments to this RFP.

**Consortium**

If the proposer is a consortium of Independent Public Accountants (IPA), the qualifications of each IPA comprising the consortium should be separately identified as well as the roles each IPA will play with the audit of the NNMC. In addition, consortiums must identify an IPA to serve as the principal auditor. The principal auditor must accept responsibility for resolving all operational and contractual issues with the NNMC and compile the financial statements for the NNMC and component units.
SPECIFICATIONS

NNMC Resources

The following resources will be provided to contractor personnel for the use of this contract:

- Office space
- Desks, telephone
- Computer internet connection
- Access to BANNER at the appropriate level
- Access will be available to copiers and fax machines

Work Performance

For the purpose of preparing proposals, offerors are to assume that on-site work will be performed at the location identified below. However, there may be a need to also visit the program divisions to review files.

Northern New Mexico College
921 Padeo de Onate
Espanola, New Mexico 87532

Detailed Scope of Work

Deliverables that the Independent Public Accountant (IPA) is responsible for providing include:

a. Engagement Letter and Provided By Client Listing (PBC) – to be provided to the NNMC within ten days after the audit entrance conference.

b. Financial Statements – draft copy to be completed and submitted to the NNMC management for review by October 18, 2018 and/or two weeks before the submission due date for subsequent years.

c. Final Audit Report – to be submitted to the Office of the State Auditor, and NNMC President, Interim Vice President for Finance & Administration, Vice President for Academic Affairs (Provost).

d. Secretary of the Department of Finance and Administration on or before the required due date as mandated by the State Audit Rule– Including Independent Auditor’s Report; Management Discussion and Analysis; Financial Statements; Financial Statements Footnotes; Supplemental Schedules; Schedule of Expenditures of Federal Awards; Audit Findings; Status of Prior Year Findings; and all other materials required by Federal and or State audit oversight entities.

e. IPA to conduct Audit Progress Meetings, at least bi-weekly, with NNMC Executive Management and other faculty and/or staff as appropriate.

f. IPA to provide the State of New Mexico’s Department of Higher Education with any
information required, including Audit Plan, and Audit Schedule with milestones.

g. To provide other audit related procedures, and information as requested and/or required by the NNMC’s management, or Federal oversight agencies; Office of the State Auditor; State Treasurer’s Office; Department of Finance and Administration; Higher Education Department and the Legislative Finance Committee.

h. IPA to present the audit report to the NNMC’s Board of Regents representatives, NNMC’s Executive Management and financial staff, and the Office of the State Auditor, at the exit conference. The NNMC’s executive management may require audit workshop(s) to review the annual audit report and any areas of interest or concern regarding the NNMC’s annual audit.

i. IPA to prepare the federally-required “Data Collection Form” and provide it to the Interim Vice President for Finance & Administration, no later than 30 days after release of the audit report by the Office of the State Auditor, for transmittal to the Federal Audit Clearinghouse.

**Time Frame**

The contract is scheduled to begin at a mutually agreed upon date. Due date of the final draft will be mutually agreed-upon due to timing of the issuance of this RFP; however, every attempt will be made by NNMC and the IPA to complete the final draft of the audit by the November 1, 2017 due date.

**BUSINESS SPECIFICATIONS**

Please note: Failure to respond to Mandatory Specifications may, at NNMC’s full discretion, result in the disqualification of the proposal as non-responsive.

**Independence (Mandatory)**

In a narrative format, Offeror must provide an affirmative statement that it is independent of the NNMC as defined by the U.S. General Accounting Office’s *Government Auditing Standards* (1998).

**Firm Capability & Capacity (Mandatory)**

State the size of the firm, size of the governmental audit staff, location of the office from which the work on this engagement is to be performed, number and nature of the professional staff to be employed in this engagement on a full-time basis, and the number and nature of the staff to be employed on a part-time basis.

Offerors are also to submit a copy of the report of its most recent external quality control review (peer review) and a statement whether that quality review included a review of specific governmental engagements.

Provide the results of any Federal or State of New Mexico desk reviews, or field reviews of its audits during the last three (3) years and disclose any circumstances and status of disciplinary actions taken
or pending with state regulatory bodies or professional organizations.

Offerors should also provide a copy of the profile submitted to the Office of the State Auditor, in accordance with NMAC 2.2.2; a list of subcontractors, including qualifications and area(s) of responsibility; and, a completed Campaign Contribution Disclosure Form as required by Senate Bill 344, signed into law March 6, 2006.

**Partner, Supervisory and Staff Qualifications and Experience (Mandatory)**

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialist, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in New Mexico.

Provide information on relevant, individual Continuing Professional Education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience, and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Offeror should include the name of the principal member of officer of the offeror who will be responsible for the administration of the contract and an organization chart indicating the names of all persons to be assigned to the project, their areas of expertise and the percent of time they will be assigned to the project.

**General Audit Approach (Mandatory)**

Offerors should provide a work plan with milestones that includes audit timing and an explanation of the methods and technologies that will be used to perform the services required. The work plan should reference sources of information such as the NNMC’s budget and related materials, organizational charts, manuals and programs, financial and other management information systems.

**Identification of Anticipated Potential Audit Problems (Mandatory)**

Offeror must identify any anticipated potential audit problems, resolutions approach, and any assistance that will be requested from the NNMC in order to meet the audit submission deadline and preclude the necessity for scope expansion and/or contract amendments.

**License to Practice in New Mexico (Mandatory)**

Offeror must be licensed to practice public accounting in New Mexico. A statement of concurrence and a copy of the applicable license(s) are required. In addition, all offeror-IPAs must appear on the Office of the State Auditor’s list of IPAs eligible to conduct State NNMC audits for the State of New Mexico. A statement of concurrence is required.
Prior Engagements with the State of New Mexico (Mandatory)

Offerors must list all engagements within the last five (5) calendar years, ranked on the basis of total staff hours, for the State of New Mexico by type of engagement (i.e. audit, management advisory services, other). For each engagement, the offeror shall indicate the scope of work, beginning and ending dates that the engagement was performed, and the name and telephone number of the principal client contact.

References (Mandatory)

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 G, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to Procurement Manager.

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 NNMC 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’s proposal.

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.

Cost Proposal (Mandatory)

The total proposed cost for performing the audit must be itemized for each of the three possible contract years, using the criteria below (See Attachment B).

The offeror shall provide a separate breakout of the following:

- Hourly rates to be charged by type of personnel, if applicable.
- Monthly rate and number of hours estimated to complete the scope of services (this may be presented in phases of work).
- Additional items to be included in cost such as travel, per diem, applicable overhead, etc. The formula that will be utilized for the calculation of points for this item will be:
- The lowest cost proposal (from all proposals received) divided by the cost of the proposal the
NNMC is recommending; the quotient derived from this calculation is then multiplied by 10 and produces the final point total.

**Lowest Proposal Cost \times 10 = Awarded Points This Offeror's Cost**

**New Mexico Employees Health Coverage Form (Mandatory)**

The offeror must agree with the terms and submit a signed New Mexico Employees Health Coverage Form with the submittal of their proposal. (See Appendix E)

**Campaign Contribution Disclosure Form (Mandatory)**

The offeror must complete and include the Campaign Contribution Disclosure Form with the submittal of their proposal. (See Appendix D).

**Resident Business or Resident Veterans Preference (Mandatory)**

To be awarded the points, offerors must include a copy of their preference certificate in this section. In addition, for residents Veterans Preference the Resident Veterans certification form must accompany any RFP and any business wishing to receive the preference must complete and sign the form. (See Appendix F)
EVALUATION

EVALUATION POINT TABLE/SUMMARY

The following is a summary of Section IV specifications identifying points assigned to each item. These weighted factors will be used in the evaluation of offeror proposals. Only finalist offerors will receive points for an oral presentation and demonstration.

<table>
<thead>
<tr>
<th>Factor</th>
<th>Points Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Independence</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>2 Firm Capability &amp; Capacity</td>
<td>Up to 25 points</td>
</tr>
<tr>
<td>3 Partner, Supervisory, &amp; Staff Qualifications</td>
<td></td>
</tr>
<tr>
<td>Knowledge of NNMC</td>
<td>Up to 30 points</td>
</tr>
<tr>
<td>4 General Audit Approach</td>
<td>Up to 10 points</td>
</tr>
<tr>
<td>5 Identification of Potential Audit Problems</td>
<td>Up to 15 points</td>
</tr>
<tr>
<td>6 License to Practice in New Mexico</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>7 Prior Engagements with the State of New Mexico</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>8 References</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>9 Cost Proposal</td>
<td>Up to 10 points</td>
</tr>
<tr>
<td>10 NM Employees Health Coverage</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>11 Campaign Contribution Disclosure</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>12 Resident Business or Resident Veterans Preference</td>
<td>Up to 10 points</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>

EVALUATION FACTORS

Points will be awarded on the basis of the following evaluation factors:

All Mandatory Factors will be evaluated on a “Pass-Fail” basis. Failure to include a Mandatory Factor will result in disqualification of the proposal.

Independence (Pass/Fail)

In a narrative format, offeror must provide an affirmative statement that it is independent of the NNMC as defined by the U.S. General Accounting Office’s Governmental Audit Standards (1998).

The offeror must also list and describe the offeror's professional relationship involving the NNMC for the past five (5) years, together with a statement explaining why such relationship does not constitute a conflict of interest relative to performing the proposed audit.
Firm Capability & Capacity (Up to 25 Points)

State the size of the firm, size of the governmental audit staff, location of the office from which the work on this engagement is to be performed, number and nature of the professional staff to be employed in this engagement on a full-time basis, and the number and nature of the staff to be employed on a part-time basis.

Offerors are also to submit a copy of the report of its most recent external quality control review (peer review) and a statement whether that quality review included a review of specific governmental engagements.

Provide the results of any Federal or State of New Mexico desk reviews, or field reviews of its audits during the last three (3) years and disclose any circumstances and status of disciplinary actions taken or pending with state regulatory bodies or professional organizations.

Offerors should also provide a copy of the profile submitted to the Office of the State Auditor, in accordance with NMAC 2.2.2 (April 15, 2008); a list of subcontractors, including qualifications and area(s) of responsibility; and, a completed Campaign Contribution Disclosure Form as required by Senate Bill 344, signed into law March 6, 2006.

Partner, Supervisory and Staff Qualifications and Experience / Knowledge of NNMC
(Up to 30 Points)

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialist, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in New Mexico.

Provide information on relevant, individual Continuing Professional Education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience, and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Offeror should include the name of the principal member or officer of the offeror who will be responsible for the administration of the contract and an organization chart indicating the names of all persons to be assigned to the project, their areas of expertise and the percent of time they will be assigned to the project.

General Audit Approach (Up to 10 Points)

Offerors should provide a work plan with milestones that includes audit timing and an explanation of the methods and technologies that will be used to perform the services required. The work plan should reference sources of information such as the NNMC’s budget and related materials, organizational charts, manuals and programs, financial and other management information systems.
Identification of Anticipated Potential Audit Problems (Up to 15 Points)

Offeror must identify any anticipated potential audit problems, resolutions approach, and any assistance that will be requested from the NNMC in order to meet the audit submission deadline and preclude the necessity for scope expansion and/or contract amendments.

License to Practice in New Mexico (Pass/Fail)

Offeror must be licensed to practice public accounting in New Mexico. A statement of concurrence and a copy of the applicable license(s) are required. In addition, all offeror-IPAs must appear on the Office of the State Auditor’s list of IPAs eligible to conduct State NNMC audits for the State of New Mexico. A statement of concurrence is required.

Prior Engagements with the State of New Mexico (Pass/Fail)

Offerors must list all engagements within the last five (5) calendar years, ranked on the basis of total staff hours, for the State of New Mexico by type of engagement (i.e. audit, management advisory services, other). For each engagement, the offeror shall indicate the scope of work, beginning and ending dates that the engagement was performed, and the name and telephone number of the principal client contact.

References (Pass/Fail)

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. 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.

Note: The Offeror is responsible for verifying reference contact information. The Evaluation Committee is not obligated to try to locate persons not found at the numbers or places given in the proposals. Obsolete or wrong contact information could result in a zero score in this category.

Cost Proposal (Up to 10 Points)

The total proposed cost for performing the audit must be itemized for each of the three possible contract years, using the criteria below (See Attachment B)

The Offeror shall provide a separate breakout of the following:

- Hourly rates to be charged by type of personnel, if applicable.
- Monthly rate and number of hours estimated to complete the scope of services (this may be presented in phases of work).
- Additional items to be included in cost such as travel, per diem, applicable overhead, etc.

The formula that will be utilized for the calculation of points for this item will be:
The lowest cost proposal (from all proposals received) divided by the cost of the proposal the NNMC is recommending; the quotient derived from this calculation is then multiplied by 15 and produces the final point total.

\[
\text{Lowest Proposal Cost} \times 10 = \text{Awarded Points for This Offeror's Cost}
\]

**New Mexico Employees Health Coverage Form (Pass/Fail)**

The Offeror must agree with the terms and submit a signed New Mexico Employees Health Coverage Form with the submittal of their proposal. (See Appendix E)

**Campaign Contribution Disclosure Form (Pass/Fail)**

The Offeror must complete and include the Campaign Contribution Disclosure Form with the submittal of their proposal. (See Appendix D)

**Resident Business or Resident Veterans Preference (Up to 10 points)**

To be awarded the points, offerors must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference the attached certification Form APPENDIX F must accompany any RFP and any business wishing to receive the preference must complete and sign the form.

**EVALUATION PROCESS**

The evaluation process will follow the steps listed below:

1. All offeror proposals will be reviewed for compliance with the mandatory requirements 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.

3. The Evaluation Committee may use other sources of information to perform the evaluation.

4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible offerors with the highest scores will be selected as finalist offerors based upon the proposals submitted. Finalist offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated.
accordingly. Points awarded from the oral presentations will be added to the previously assigned points to attain final scores. The responsible offeror whose proposal is most advantageous to the NNMC, taking into consideration the evaluation factors in Section V, will be recommended for contract award. 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. ACKNOWLEDGEMENT OF RECEIPT
ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager (email, hand-deliver, or regular mail) no later than close of business on May 12, 2018. Only potential offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all offeror written questions and the NNMC’s written responses to those questions as well as RFP amendments if any are issued.

FIRM:

REPRESENTED BY: ____________________________________________

TITLE: ______________________________ PHONE NO.: _________________________

E-MAIL: ______________________________ 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.

Ricky A. Bejarano
NNMC
921 Paseo de Onate
Espanola, New Mexico 87532
ricky.bejarano@nnmc.edu
STATE OF NEW MEXICO AUDIT CONTRACT  
(State Agencies with DFA Approval)

This CONTRACT is made and entered into this ____________ day of ______________, 2017, by and between the ____________________________, hereinafter referred to as the “NNMC”, and ____________________________, hereinafter referred to as the “Contractor”, and is effective as of the date upon which it is approved by the Office of the State Auditor, hereinafter referred to as “State Auditor” and the New Mexico Department of Finance and Administration.

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

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. SCOPE OF WORK
A. The Contractor shall conduct a financial and compliance audit of the following applicable statements and schedules of the NNMC for the period from July 1, 2016 through June 30, 2017:

   1. Basic Financial Statements consisting of the government-wide financial statements, fund financial statements, budgetary comparison statements for the general fund and major special revenue funds (GASB 34, footnote 53), and the notes to the financial statements;

   2. Required supplemental information (RSI), if applicable, consisting of budgetary comparison schedules for the general fund and major special revenue fund data presented on a fund, organization, or program structure basis because the budgetary information is not available on the GAAP fund structure basis for those funds (GASB Statement No. 41, Budgetary Comparison Schedules—Perspective Differences an amendment of GASB Statement No. 34) must be audited and included in the auditor’s opinion (AAG-SLV 14.52);

   3. Supplemental Information (SI) that must be audited and included in the auditor’s opinion (AAG-SLV 14.52), if applicable, consisting of:

      a) Component unit fund financial statements and related combining statements (if there are no separately issued financial statements on the component unit per AAG-SLV 3.20);

      b) Combining financial statements;

      c) Individual fund budget comparison statements for remaining funds that have an adopted budget, including proprietary funds, that did not appear as basic financial statement budget comparisons for the general fund, major special revenue funds or as RSI as described above; and

      d) Remaining supplemental information schedules as required by Section 2.2.2.10.A(2)(f) NMAC.

B. The contractor shall apply certain limited procedures to the following required supplemental information (RSI), if applicable, and report deficiencies in or the omission of required information in accordance with the requirements of AU-C730.05 to 730.09:

   1. The Management Discussion and Analysis (MD&A);
2. RSI data required by Statements 25, 27, 43 and 45 regarding pension plans and post-employment healthcare plans administered by defined benefit pension plans; and
3. Schedules derived from asset management systems (GASB 34, paragraphs 132 to 133).

C. The audit shall be conducted in accordance with auditing standards generally accepted in the United States of America, Government Auditing Standards, OMB Circular A133, and Requirements for Contracting and Conducting Governmental Audits (Section 2.2.2.1, et seq., NMAC).

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 sixty (60) days after the Financial Control Division of the Department of Finance and Administration (FCD of DFA) provides the State Auditor with notice that the NNMC’s books and records are ready and available for audit, and in accordance with Section 2.2.2.9, NMAC:
   1. an organized, bound and paginated hard copy of the NNMC’s audit report for review;
   2. a copy of the signed management representation letter provided to the IPA by the NNMC as required by AU-C580;
   3. a list of the passed adjustments required by AU-C 580.14; and

B. In accordance with FCD requirements, the NNMC, with the help of the Contractor, shall identify a schedule of audit deliverables and agreed-to milestones for the audit to ensure that the NNMC’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 November 1, 2017. This requirement does not prevent the Contractor from performing interim audit work prior to receipt of the DFA notice of NNMC preparedness.

C. Reports postmarked by the NNMC’s due date will be considered received by the due date for purposes of 2.2.2.9, NMAC. 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 Section 2.2.2.13.C, NMAC. If copies of the engagement letter, management representation letter, list of past adjustments and the completed Report Review Guide are not received by the State Auditor with the audit report or prior to submittal of the audit report, the report will not be considered submitted to the State Auditor.

D. As soon as the Contractor becomes aware that circumstances exist that will make the NNMC’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 NNMC. The NNMC’s oversight NNMC should also be notified, but confidential audit information shall be omitted from that notification.

E. Pursuant to Section 2.2.2.8.Q, NMAC, the Contractor shall prepare a written and dated engagement letter which identifies the specific responsibilities of the Contractor and the NNMC. The Contractor shall submit to the State Auditor an electronic copy of the signed and dated engagement letter and a list of client prepared documents with expected delivery dates within ten (10) days of the entrance conference.

F. After its review of the audit report pursuant to Section 2.2.2.13, NMAC, the State Auditor will authorize the Contractor to print and submit the final audit report. Within two business days from the date of the authorization to print and submit the final audit report, the Contractor shall provide the State Auditor with TWO copies of the report and an electronic version of the audit report, in PDF format. After the State Auditor officially releases the audit report by issuance of a release letter, the Contractor shall deliver ten (10) copies of the audit report to the NNMC. Every member of the NNMC’s governing authority shall receive a copy of the report.
G. The NNMC, upon delivery of its audit report, shall submit the required copies of the data collection form, audit report and corrective action plan to the federal clearinghouse designated by the Office of Management and Budget and each federal awarding NNMC if the schedule of findings and questioned costs disclose audit findings directly related to federal awards.

3. COMPENSATION

A. The total amount payable by the NNMC to the Contractor under this agreement, including New Mexico gross receipts tax, shall not exceed ____________________.

B. Contractor agrees not to, and shall not, perform any services in furtherance of this contract prior to approval by the State Auditor. In accordance with Section 12-6-14(A), NMSA, 1978 and Section 2.2.2.8.N(1), NMAC, 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:

<table>
<thead>
<tr>
<th>SERVICES</th>
<th>AMOUNTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Financial statement audit</td>
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</tr>
<tr>
<td>(2) Federal single audit</td>
<td></td>
</tr>
<tr>
<td>(3) Financial statement preparation</td>
<td></td>
</tr>
<tr>
<td>(4) Other non-audit services, such as depreciation</td>
<td></td>
</tr>
<tr>
<td>schedule updates</td>
<td></td>
</tr>
<tr>
<td>(5) Other (i.e., foundations or other component units, specifically identified)</td>
<td></td>
</tr>
</tbody>
</table>

Gross Receipts Tax =

Total Yearly Compensation =

The NNMC shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this agreement and invoiced by the Contractor.

D. Pursuant to Section 12-6-14, NMSA 1978 and Section 2.2.2.8.N, NMAC, the State Auditor may authorize progress payments to the Contractor by the NNMC; 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 69% do not require State Auditor approval, provided that the NNMC certifies receipt of services. The NNMC must monitor audit progress and make progress payments only up to the percentage that the audit is completed prior to making the 69% payment. Progress payments from 70% to 90% require State Auditor approval after being approved by the NNMC. If requested by the State Auditor, the NNMC 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

A. 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, infra, this Contract shall terminate on June 30, 2018.

B. This Contract may be extended for two successive one-year terms at the same price, terms and conditions as stated in the original proposal by mutual agreement of both parties and approval of the State Auditor and the
Department of Finance and Administration pursuant to Section 2.2.2.8.G(4), NMAC.

5. TERMINATION, BREACH AND REMEDIES
A. This Contract may be terminated, without cause, by either of the parties upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. This Contract may be terminated immediately by either of the parties upon written notice delivered to the other party if a material breach of any of the terms of this Contract occurs. Unjustified failure to deliver the audit report in accordance with Paragraph 2, supra, shall constitute a material breach of this Contract. The NNMC may immediately terminate this Contract upon written notice to the Contractor pursuant to Paragraph 19, infra. Pursuant to Section 2.2.2.8.S, NMAC, the State Auditor also may immediately terminate this Contract upon written notice to the Contractor after determining that the audit has been unduly delayed, or for any other reason. By termination pursuant to this Paragraph, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS CONTRACT.

B. If the NNMC terminates this Contract under this paragraph, 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 as provided in Paragraph 3(E), supra. If the Contractor terminates this Contract under this paragraph, the Contractor shall repay to the NNMC the full amount of any progress payments for work performed under the terms of this Contract.

C. If the NNMC or the Contractor terminates this Contract pursuant to this paragraph, the party that terminates the Contract shall immediately send the State Auditor and the Department of Finance and Administration written notice of the termination.

D. 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 NNMC or the NNMC may bring a civil action for damages or any other relief against a Contractor for a material breach of this Contract.

6. STATUS OF CONTRACTOR
The Contractor and its agents and employees are independent contractors performing professional services for the NNMC and are not employees of the NNMC. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the NNMC 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. RECORDS AND AUDIT
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 from the date of final payment under this contract. The records shall be subject to inspection by the NNMC and the State Auditor. The NNMC 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 NNMC or the State Auditor on behalf of the NNMC to recover excessive or illegal payments.
9. RELEASE
The Contractor, upon receiving final payment of the amounts due under the Contract, releases the State Auditor, the NNMC, its 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.

10. 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 applicable standards, without the prior written approval of the NNMC and the State Auditor.

11. 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 NNMC and the State Auditor may post the audited financial statements 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 be providing the draft audit report including opinion letters or findings.

12. CONFLICT OF INTEREST
The Contractor 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. The Contractor certifies that 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 have been followed as required by the applicable professional standards.

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

14. AMENDMENT
This Contract shall not be altered, changed or amended except by prior written agreement of the parties and 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.

15. MERGER
This Contract incorporates 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 NNMC shall enter into and execute an engagement letter pursuant to Section 2.2.2.8.Q, NMAC, consistent with Generally Accepted 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.

16. APPLICABLE LAW
The laws of the State of New Mexico shall govern this Contract. By execution of this Contract, Contractor
acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

17. NNMC BOOKS AND RECORDS
The NNMC 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 NNMC’s possession for any reason.

18. APPROPRIATIONS
The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Contract. If sufficient appropriations and authorization are not made by the Legislature, this Contract shall terminate upon written notice being given by the NNMC to the Contractor. This section of the Contract does not supersede the NNMC’s requirement to have an annual audit pursuant to Section 12-6-3(A), NMSA 1978.

19. 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.

20. EQUAL OPPORTUNITY COMPLIANCE
The Contractor agrees to 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 agrees to take appropriate steps to correct these deficiencies.

21. WORKING PAPERS
A. The Contractor shall retain its working papers of the NNMC’s audit conducted pursuant to this Contract for a period of at least five (5) years from the date shown on the opinion letter of the audit report, or longer if requested by the federal cognizant NNMC for audit, oversight NNMC 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 State Auditor.

B. The working papers of a predecessor Contractor are to be made available to a successor Contractor in accordance with AU-C 210.11 and 210.12. Any costs incurred are to be borne by the requestor Contractor.

22. DESIGNATED ON-SITE STAFF
The Contractor’s on-site individual auditor responsible for supervision of work and completion of the audit is November 1, 2017. The Contractor shall notify the NNMC and the State Auditor in writing of any changes in staff assigned to perform the audit.

23. 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.

24. EMPLOYEE PAY EQUITY REPORTING
A. The Contractor agrees 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, to 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 must 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 also agrees to 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. Should the Contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, the Contractor agrees to 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 also agrees to levy 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. The Contractor further agrees 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, the Contractor will 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. Notwithstanding the foregoing, 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.

25. OTHER PROVISIONS
If no other provisions are listed in this section, the remainder below is intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

NNMC
NAME: ____________________________
BY: ______________________________
TITLE: ____________________________
DATE: ____________________________

CONTRACTOR
NAME: ____________________________
BY: ______________________________
TITLE: ____________________________
DATE: ____________________________

NNMC
NAME: ____________________________
BY: ______________________________
TITLE: PRESIDENT
DATE: ____________________________
This Contract has been approved by:

STATE AUDITOR
NAME: ____________________________

NNMC CFO
NAME: ____________________________
BY: ______________________________
TITLE: CHIEF FINANCIAL OFFICER
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: 
APPENDIX C. COST RESPONSE
### COST RESPONSE FORM

<table>
<thead>
<tr>
<th>SERVICES</th>
<th>AMOUNTS</th>
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<tr>
<td>(1) NNMC-Financial statement audit</td>
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</tr>
<tr>
<td></td>
<td>Gross Receipts Tax =</td>
</tr>
</tbody>
</table>

Total Yearly Compensation =
APPENDIX D. CAMPAIGN CONTRIBUTION DISCLOSURE
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, any prospective contractor seeking to enter into a contract with any state NNMC or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state NNMC or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state NNMC or local public body may cancel a solicitation or proposed award for a proposed contract 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 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a 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 or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state NNMC 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 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 or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a 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(s) of Applicable Public Official(s) if any: ______________________________________
(Completed by State NNMC 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 E. NEW MEXICO EMPLOYEES HEALTH COVERAGE
NEW MEXICO EMPLOYEES 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:

(a) 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, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) 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, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $500,000 dollars or

(c) 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://insurenewmexico.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, $500,000 or $1,000,000.

Signature of Offeror: ___________________________ Date ____________
RESIDENT VETERANS PREFERENCE CERTIFICATION FORM

________________________ (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 discount 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 discount on this bid or proposal. 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 discount on this bid or proposal. 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 Sections 13-1-21 or 13-1-22 NMSA 1978, 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 G. 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: Ricky A. Bejarano, VP Finance & Administration, NNMC, 921 Paseo de Onate, Espanola, NM 87532, by May 28, 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.
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
NNMC RFP #NNMC 2018-01

(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 Northern New Mexico College Office via e-mail at:

Name: Ricky A. Bejarano, VP for Finance & Administration
Address: 921 Paseo de Onate
Espanola, New Mexico 87532

Telephone: 505-747-5050
Email: ricky.bejarano@nnmc.edu

no later than May 28, 2018 and must not be returned to the company requesting the reference.

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

<table>
<thead>
<tr>
<th>Company providing reference:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact name and title/position:</td>
</tr>
<tr>
<td>Contact telephone number:</td>
</tr>
<tr>
<td>Contact e-mail address:</td>
</tr>
<tr>
<td>Project description:</td>
</tr>
<tr>
<td>Project dates (starting and ending):</td>
</tr>
<tr>
<td>Technical environment for the project your providing a reference (i.e., software applications, internet capabilities, data communications, network, hardware):</td>
</tr>
</tbody>
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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)

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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: