



**CITY OF ELEPHANT BUTTE**

**REQUEST FOR PROPOSALS (RFP)**

**Audit Services**

**RFP#  
17-18-008**

**Issue Date: April 2, 2018**

**Due Date: April 24, 2018**

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## **I. INTRODUCTION**

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

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of an Independent Public Accountant (IPA) to perform and publish the annual audit of the City of Elephant Butte, New Mexico, as well as financial statements, and Lodger's Tax Vendor Audits for the fiscal years ending June 30, 2018, 2019, and 2020, respectively.

Qualified IPAs in good standing with the Office of the State Auditor (OSA) are requested to submit proposals. This audit shall be performed in accordance with applicable Generally Accepted Auditing Standards (GAAS), Generally Accepted Government Auditing Standards (GAGAS / Yellow Book), Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB) Statements, OMB-Circular A-133, and Requirements for Contracting and Conducting Audits of Agencies (2.2.2 NMAC).

### **B. *BACKGROUND INFORMATION***

The City of Elephant Butte is a small municipality utilizing a Mayor-Council form of government. The City is headed by a City Manager appointed by the Mayor and confirmed by the City Council. The City consists of the following Departments:

1. City Manager: Position vacant at the time of publication
2. Clerk-Treasurer: Karen Rieth, CMC, CPO
3. Public Works: Jesse Cole
4. Code Enforcement: Morgan Spencer
5. Fire & EMS: Chief Toby Boone
6. Sierra Del Rio Golf Course: Ty Ried
7. Sierra Del Rio Bar & Restaurant: Kris Montoya

### **C. *SCOPE OF PROCUREMENT***

The City of Elephant Butte requests a multi-year proposal to provide services, identified in this RFP, for the fiscal years ending June 30, 2018, 2019, and 2020. The term of the contract shall be for 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 IV SPECIFICATIONS of this RFP. The contract shall become effective July 13, 2018, upon approval by the Office of the State Auditor (OSA) and signature of the Department of Finance and Administration (DFA). GSD shall have the option to extend the contract for two one-year terms or any portion thereof. In no event shall the contract exceed the duration of three years, including all extensions and renewals.

**D. PROCUREMENT MANAGER**

The Procurement Manager who is responsible for the conduct of this procurement and whose name, address, telephone number, and e-mail address are listed below:

Name: Karen Rieth, CMC, CPO  
Address: P.O. Box 1080  
Elephant Butte, New Mexico 87935  
Telephone: (575) 744-4892  
Fax: (575) 744-4493  
Email: [city\\_clerk@cityofelephantbutte.com](mailto:city_clerk@cityofelephantbutte.com)

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

Name: Karen Rieth, CMC, CPO  
RFP Name: RFQ 17-18-008 Audit Services  
Address: City of Elephant Butte  
P.O. Box 1080  
Elephant Butte, NM 87935

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the City of Elephant Butte.

**E. DEFINITION OF TERMINOLOGY**

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

“Agency” means the City of Elephant Butte, the Agency sponsoring the Procurement action.

“Audit Rule” means NMAC 2.2.2 (Title 2 Public Finance, Chapter 2 Audits of Governmental Entities, Part 2 Requirements for Contracting and Conducting Audits of Agencies) as posted on the New Mexico OSA’s website at [www.saonm.org](http://www.saonm.org).

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

“CPO” means Chief Procurement Officer.

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

"Contract" means any agreement for the procurement of items of tangible personal property, services, or construction.

"Contractor" means any business having a contract with a state agency or local public body.

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

"Desirable" means a desirable or discretionary item or factor and can be identified by the terms "may," "can," "should," "preferably," or "prefers."

"Evaluation Committee" means a body appointed to perform the evaluation of Offerors' proposals.

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

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

"FYE" means Fiscal Year End.

"Hourly Rate" means the proposed fully-loaded maximum hourly rates that include travel, per diem, fringe benefits, and any overhead costs for contractor personnel as well as subcontractor personnel, if appropriate.

"IPA" means Independent Public Accountant.

"IT" means Information Technology.

"Mandatory" means a mandatory item or factor and can be identified by the terms "must," "shall," "will," "is required," or "are required." Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

"Minor Technical Irregularities" means anything in the proposal that does not affect the price, quality, quantity, or any other mandatory requirement.

"NASPO ValuePoint" formerly known as WSCA means Western States Contracting Alliance-National Association of State Procurement Officials.

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

"Price Agreement" means a definite-quantity contract or indefinite-quantity contract that requires the contractor to furnish items of tangible personal property, services, or construction to a state agency or a local public body that issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

"Procurement Officer" means the person or designee authorized by the local public body to enter into or administer contracts and make written determinations with respect thereto.

"Procuring Agency" means all State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law to entertain procurements.

"Project" means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

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

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

"Responsive Offer" means an offer 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.

"Staff" means any individual who is a full-time, part-time, or an independently contracted employee with the Offeror's company.

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



## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. *SEQUENCE OF EVENTS*

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

<b>Action</b>	<b>Responsible Party</b>	<b>Due Dates</b>
<b>1. Issue RFP</b>	<b>Agency</b>	<b>04/02/2018</b>
3. Deadline to submit Written Questions	<b>Potential Offerors</b>	04/12/2018
4. Response to Written Questions	Agency	04/16/2018
<b>5. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>04/24/2018 2pm</b>
9. Submission of draft contract with recommended IPA to OSA	Agency	05/08/2018
10. Contract Approval	OSA/DFA	07/01/2018
12. Contract Award	Agency	07/18/2018
13. Protest Deadline	Offerors	15 days after award

### B. *EXPLANATION OF EVENTS*

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

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

This RFP is being issued on behalf of the City of Elephant Butte on April 2, 2018.

#### 2. **Distribution List Response Due**

Potential Offerors should hand deliver, return by facsimile or registered or certified mail, or email the "ACKNOWLEDGEMENT OF RECEIPT FORM" that accompanies this document, APPENDIX A, to have their organizations placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated, and returned to the Procurement Manager by 3:00pm MST 4/12/2018.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the ACKNOWLEDGEMENT OF RECEIPT FORM shall

Constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

**3. Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until April 12, 2018, at 5:00PM Mountain Standard Time / Daylight Time as indicated in the *SEQUENCE OF EVENTS*. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D.

**4. Response to Written Questions**

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization names appear on the procurement distribution list. An e-mail copy will be sent to all Offerors that provide the completed ACKNOWLEDGEMENT OF RECEIPT FORM described in Section II.A before the deadline.

**5. Submission of Proposal**

***ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM MOUNTAIN STANDARD TIME / DAYLIGHT TIME ON APRIL 24, 2018.*** The date and time of receipt will be recorded on each proposal. Proposals received after this deadline will not be accepted.

**Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D. 2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the "City of Elephant Butte Audit Services: RFP# 17-18-008." Proposals submitted by facsimile, or other electronic means, will not be accepted.**

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this RFP. Awarded in this context means the final required signature on the contract(s) resulting from the procurement has been obtained.

**6. Proposal Evaluation**

An Evaluation Committee will perform the evaluation of proposals. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

**7. Submission of recommended IPA to DFA**

As required by Executive Order-2012-004, Paragraph 2. FCD Powers Concerning Annual Audits to be performed by an IPA, The City of Elephant Butte shall submit to DFA the recommendation of the Evaluation Committee for DFA's review and approval.

**8. Submission of Draft Contract with recommended IPA to OSA**

The City shall submit the draft contract of the recommended IPA to OSA for approval as soon as the Evaluation Committee determines a finalist.

**9. OSA Approval**

The City will address concerns, if any, with OSA to obtain approval of recommended IPA.

**10. Finalize Contractual Agreement**

Any Contractual Agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II, *Paragraph A, SEQUENCE OF EVENTS*, or as soon thereafter as possible. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the City reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

**11. Contract Award**

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

**The contract shall be awarded to the Offeror whose proposal is most advantageous to the City of Elephant Butte, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate approval.**

**12. Protest Deadline**

Any protest by an Offeror must be timely and in conformance with NMSA 1978, §13-1-172, and applicable procurement regulations. The fifteen (15) calendar day protest period shall begin on the day following the award of contract and will end at 5:00 PM Mountain Standard Time/Daylight Time on the 15<sup>th</sup> calendar day. Protests must be written and must include the name and address of the protestor and the RFP number. It must also contain a statement of the grounds for protest, including appropriate supporting exhibits, and must also specify the ruling requested from the party listed below. The Protest must be delivered to:

Attn: Karen Rieth, CMC, CPO  
City of Elephant Butte  
P.O. Box 1080  
Elephant Butte, NM 87935

Protests received after the deadline will not be accepted.

## **C. GENERAL REQUIREMENTS**

**NOTE:** Proposals must comply with the following requirements. Failure to do so may result in proposal disqualification.

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

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the *EVALUATION FACTORS* contained in Section V.B. of this RFP.

### **2. Incurring Cost**

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

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

Any Price Agreement or contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the City that may derive from this RFP. The City will make payments to only the prime contractor.

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

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

### **5. Reference Questionnaires**

Offerors must submit three (3) references from clients who have received similar services to those proposed by the Offeror. See APPENDIX G. Response from Reference Questionnaires should be received by the Procurement Manager via email as reflected in Section I. D. by May 01, 2018. It is the responsibility of Offerors to identify and send out the Reference Questionnaires with sufficient notice for a timely response by the deadline.

### **6. 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 City will not merge, collate, or assemble proposal materials.

**7. 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 addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

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

**8. Proposal Offer Firm**

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals.

**9. Disclosure of Proposal Contents**

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

**NOTE:** The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Chief Procurement Officer shall examine the Offeror's request and make a determination as to 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.

**10. No Obligation**

This RFP in no manner obligates the City of Elephant Butte to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

**11. Termination**

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

**12. Sufficient Appropriation**

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

**13. Legal Review**

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

**14. Governing Law**

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

**15. Basis for Proposal**

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

**16. Contract Terms and Conditions**

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

The Agency discourages exceptions to contract terms and conditions in the RFP (Sample Contract APPENDIX C). Exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the City (and its Evaluation Committee), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed that would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions in the RFP (Sample Contract APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose specific alternative language. The City 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 Agency and will result in disqualification of the Offerors proposal.

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

**17. Offerors' Terms and Conditions**

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

**18. Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the City and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

**19. Offeror Qualifications**

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

**20. Right to Waive Minor Irregularities**

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

**21. Change in Contractor Representatives**

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

**22. Notice of Penalties**

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

**23. Agency Rights**

The City of Elephant Butte, in agreement with the Evaluation Committee, reserves the right to accept all or a portion of a potential Offerors proposal.

**24. Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the City written approval prior to the release of any

Information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

**25. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the City of Elephant Butte.

**26. 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 by the contractor to any individual or organization without the prior written approval of the City.

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

**27. 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.4. Response to Written Questions).

**28. Use of Electronic Versions of this RFP**

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

**29. New Mexico Employees Health Coverage**

- a. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010, if the expected annual value in the aggregate of any and all contracts between Contractor and the City exceed \$250,000 dollars.
- b. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the State.
- c. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a



Minimum, the following web site link to additional information <http://www.bewellnm.com> .

**30. Campaign Contribution Disclosure Form**

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

**31. Pay Equity Reporting Requirements**

- a. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if awarded a contract.
- b. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- c. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- d. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.”

**32. Disclosure Regarding Responsibility**

- a. Any prospective 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 any state agency or local public body for professional services, tangible personal property, services, or construction agree to disclose whether they, or any principal of their company:
  - i. Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency, or local public body.
  - ii. Have within a three-year period preceding this offer 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.
- iii. 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.
- b. 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.
    - i. Taxes are considered delinquent if both of the following criteria apply:
      - 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.
      - 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.
    - ii. Have within a three year period preceding this offer had one or more contracts terminated for default by any federal or state agency or local public body.
  - c. 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.
  - d. The Offeror shall provide immediate written notice to the Procurement Manager 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.
  - e. 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.
  - f. 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 normally possessed by a prudent person in the ordinary course of business dealings.
  - g. 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. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the City, the State Purchasing Agent may terminate the involved contract for cause. Still further, the State Purchasing Agent 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.

**33. Conflict of Interest; Governmental Conduct Act.**

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that 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, NMSA 1978, §§10-16-1 through 10-16-18, regarding contracting with a public officer or state employee or former state employee have been followed.

### **III. RESPONSE FORMAT AND ORGANIZATION**

#### **A. *NUMBER OF RESPONSES***

Offerors shall submit only one proposal in response to the RFP (to include the copies as stated in Section III. B.).

#### **B. *NUMBER OF COPIES***

Offerors shall deliver:

- One (1) original, and four (4) identical hardcopies, of their Proposal; original and all copies shall be in separate labeled binders; all confidential information in the proposal shall be clearly identified and easily segregated from the rest of the proposal. (Total of five [5] binders).

#### **C. *PROPOSAL FORMAT***

All proposals must be submitted as follows:

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

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

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

- a. Signed Letter of Transmittal
- b. Table of Contents
- c. Proposal Summary (Optional)
- d. Completed Cost Response Form
- e. Response to Specifications
- f. Response to Contract Terms and Conditions
- g. Offeror's Additional Terms and Conditions
- h. Signed Campaign Contribution Form
- i. Signed New Mexico Employee Health Coverage Form
- j. Signed Affidavit pursuant to Governmental Conduct Act (if applicable)

- k. Resident Business Certification (if applicable)
- l. Resident Veterans Preference Certification (if applicable)
- m. Conflict of Interest Affidavit (if applicable)
- n. Other Supporting Material (Optional)

Within each section of the proposal, Offerors should address the items in the order in which they appear in this RFP. **All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates, or expenses must occur on the Cost Response Form.**

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis at the discretion of the evaluation committee.

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

## **2. Letter of Transmittal**

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

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

## IV. SPECIFICATIONS

### A. GENERAL INFORMATION

#### 1. City Resources available to the Contractor

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

- Work Space;
- Desk, telephone;
- Computer internet connection;
- Access to copier and fax machine.

#### 2. Work Site

For the purpose of preparing this proposal, Offerors are to assume that all on-site work will be performed at the location identified below. However, there may be a need to also visit the respective Departments to review files or operations.

City of Elephant Butte  
103 Water Avenue  
Elephant Butte, NM 87935

#### 3. Time Frame

The contract is scheduled to begin no later than July 27, 2018. The final draft of the contract deliverables are to be completed no later than November 01, 2018.

#### 4. Detailed Scope of Work

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

##### a. Technical Requirements

Deliverables that the Independent Public Accountant (IPA) is responsible for providing may include, but not limited to:

- i. **Engagement Letter and Provided by Client Listing (PBC):** must be provided within ten days after the audit entrance conference;
- ii. **Financial Statements:** final draft copy must be completed and submitted to The Clerk-Treasurer for review by October 15, 2018, or date negotiated by Agency and Contractor;
- iii. **Final Audit Report:** must be submitted to OSA and the Secretary of DFA on or before November 1, 2018, including Independent Auditors Report, Management Discussion and Analysis, Financial Statements, Financial Statement Footnotes, Supplemental Schedules, Schedule of Expenditures of Federal Awards (if needed), Audit Findings, Status of Prior Audit Findings, and all materials required by Federal and State audit oversight entities;
- iv. IPA must conduct Audit Progress Meetings, at least weekly, with financial management staff;

- v. IPA must provide the State of New Mexico's DFA any information required, including Audit Plan and an Audit Schedule with Milestones that meet the criteria established by DFA;
- vi. IPA may provide other audit-related procedures and information as requested and/or required by the executive management or federal oversight agencies, OSA, State Treasurer's Office, and DFA;
- vii. IPA must present the Audit Report to the Clerk-Treasurer and executive management staff at the exit conference. The City's executive management may require audit workshop(s) to review the annual audit report to address any areas of interest or concerns;
- viii. IPA must address the major funds consistent with the FY18 Audit Rule.

**b. Business Requirements**

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

**Failure to respond to Mandatory Specifications will result in the disqualification of the proposal as non-responsive.**

**i. Independence (Mandatory)**

Offeror must provide an affirmative statement that it is independent of the Agency as defined by the U.S. General Accounting Office's *Governmental Auditing Standards (The Yellow Book, December 2011)*.

The Offeror must also list and describe the Offeror's professional relationship involving The City of Elephant Butte (if any) 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.

**ii. Firm Capability and Capacity (Mandatory)**

Offerors should state the size of the firm, size of 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 assigned in this engagement on a full-time basis, and the number and nature of the staff to be assigned on a part-time basis.

Offerors are also required to submit a copy of the report of their most recent external quality control review (peer review) and a statement whether that quality control review included a review of specific governmental engagement. Provide the results of any Federal or State of New Mexico desk reviews or field reviews of their audits during the past three (3) years, and disclose any circumstances and status of disciplinary action taken or pending with state regulatory bodies or professional organizations.

Offerors shall also provide a copy of the profile submitted to OSA, in accordance with NMAC 2.2.2 (December 2011 Revision), a list of subcontractors, including qualification and area(s) of responsibility, and a completed Campaign Contribution Disclosure Form as required by NMSA 1978, §13-1-191.1 (2006).

iii. **Partners, Supervisory, and Staff Qualifications and Experience (Mandatory)**

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, 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 shall include the name of the principal member officer of the Offeror responsible for the administration of the contract and an organizational 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.

iv. **General Audit Approach (Mandatory)**

Offerors shall 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 shall reference sources of information such as the City's budget and related materials, organizational charts, manuals and programs, financial, and other management information systems.

v. **Identification of Anticipated Potential Audit Issues (Mandatory)**

Offerors must identify and describe any anticipated potential audit issues, resolution approaches, and any assistance that will be requested from The City in order to meet the audit submission deadline of November 1, 2017, to preclude the necessity for scope expansion and/or contract amendments.

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

Offerors must be licensed to practice public accounting in the State of 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 OSA list of IPAs eligible to conduct Local Governmental agency audits for the State of New Mexico. A statement of concurrence is required.

vii. **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 government (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*.



viii. **References (Mandatory)**

Proposals must include three (3) external client references (see APPENDIX G) Who have received similar services, preferably other New Mexico State or Local Agencies, especially those projects that have occurred within the past five (5) years. Offerors that propose to use subcontractors for significant portions of work must include three (3) references for each proposed major subcontractor. Each reference must include:

NM Agency or Department Name Reference/Contact Name  
Address  
Contact Telephone number Contact Email address  
Date(s) services/products were provided

**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 proposal. Obsolete or wrong Contact Information may result in a zero score in this category.

ix. **Cost Proposal (Mandatory)**

The total proposed cost for performing the audit must be itemized for each of the three (3) possible contract years, using the criteria below (See APPENDIX D). The Offeror shall propose, by designated category, an hourly composite rate and estimate of hours to complete each category, including all out-of-pocket, audit-related expenses, such as travel, per diem, and applicable overhead.

The Offeror shall also include 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 the 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 Offeror's proposal submitted; the quotient derived from this calculation is then multiplied by 150 (maximum total points given for Cost) and produces the final point total.

$$\begin{array}{l} \text{Lowest Proposal Cost} \\ \text{-----} \end{array} \quad \times \quad 150 \quad = \quad \text{Awarded Points} \\ \text{Offeror's Total Cost}$$

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

Offerors must agree with the terms and submit a signed New Mexico Employee Health Coverage Form with the submittal of their proposal (See APPENDIX E).

xi. **Campaign Contribution Disclosure Form (Mandatory)**

Offerors must complete and include the Campaign Contribution Disclosure Form with the submittal of their proposal (See APPENDIX B).

xii. **Pay Equity (Mandatory)**

As defined in Section II. B. 31. of this RFP, Offerors must agree to meet the requirement. A statement of concurrence must be included in the Offerors' responses to the RFP.

xiii. **Resident Business or Resident Veterans Preference**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section. In addition, for Resident

Veterans Preference Certification, the attached certification Form (APPENDIX H) must accompany any Offer. Any business wishing to receive the preference must complete and sign the form.

## V. EVALUATION

### A. EVALUATION POINT 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 individual potential Offeror proposals.

Item	Factor	Points Available
1	Engagement Letter and PBC Listing	Required
2	Financial Statements	100
3	Final Audit Report	100
4	Audit Progress Meetings	Required
5	Audit Plan/Schedule Information to DFA	25
6	Audit-related Procedures and Information	25
7	Audit Report Presentation	25
8	Audit Rule requirement for Major/Other Governmental Funds	25
9	Independence	Pass/Fail
10	Firm Capability and Capacity	150 Points
11	Partners, Supervisory, and Staff Qualifications	150 Points
12	General Audit Approach	100 Points
13	Identification of Anticipated Potential Audit Issues	40 Points
14	License to Practice in State of New Mexico	Pass/Fail
15	Prior Engagements with the State of New Mexico	55 Points
16	References	55 Points
17	Cost Proposal	150 Points
18	New Mexico Employees Health Coverage	Pass/Fail
19	Campaign Contribution Disclosure Form	Pass/Fail
20	Pay Equity Reporting	Pass/Fail
	<b>TOTAL</b>	<b>1,000 points</b>
21	Resident Business (B) or Resident Veterans Preference Certification (V)	R=5% V=10%

## **B. EVALUATION FACTORS**

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

**NOTE: Some Mandatory Factors will be evaluated on a “pass/fail” basis. Failure to include a Mandatory Factor May result in disqualification of the proposal.**

1. Engagement Letter and Provided by Client Listing (PBC): **required** to be provided to within ten days after the audit entrance conference;
2. Financial Statements: draft copy to be completed and submitted to the Clerk-Treasurer for review by October 15, 2018, or date negotiated by Agency and Contractor (100 points);
3. Final Audit Report: required to be submitted to OSA on or before November 1, 2018, including Independent Auditors Report, Management Discussion and Analysis, Financial Statements, Financial Statement Footnotes, Supplemental Schedules, Schedule of Expenditures of Federal Awards (if needed), Audit Findings, Status of Prior Audit Findings, and all materials required by Federal and State audit oversight entities (100 points);
4. IPA **required** to conduct Audit Progress Meetings, at least weekly, with financial management staff;
5. IPA to provide the State of New Mexico’s DFA any information required, including Audit Plan and an Audit Schedule with Milestones that meet the criteria established by DFA (25 points);
6. IPA to provide other audit-related procedures and information as requested and/or required by the City’s financial management or federal oversight agencies, OSA, and DFA, (25 points);
7. IPA to present the Audit Report to the City’s financial and executive management staff at the exit conference. The City’s executive management may require audit workshop(s) to review the annual audit report to address any areas of interest or concerns (25 points);
8. IPA should address the Agency’s major funds consistent with the FY17 Audit Rule. All other funds should be consolidated into Other Governmental Funds (25 points).
9. Independence (Pass/Fail)  
In narrative format, Offeror must provide an affirmative statement that it is independent of The City of Elephant Butte as defined by the U.S. General Accounting Office’s *Governmental Auditing Standards (The Yellow Book, December 2011)*. The Offeror must also list and describe the Offeror’s professional relationship involving The City 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.
10. Firm Capability and Capacity (150 Points)  
State the size of the firm, size of 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 assigned in this engagement on a full-time basis, and the number and nature of the staff to be assigned on a part-time basis.

Offerors are required to submit a copy of the report of its most recent external quality control/peer review and a statement whether that quality control review included a review of specific governmental engagement.

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

Offerors should also provide a copy of the profile submitted to OSA, in accordance with NMAC 2.2.2 (April 15, 2008), a list of subcontractors, including qualification and area(s) of responsibility and a completed Campaign Contribution Disclosure Form Identify the principal, supervisory, and management staff, including engagement as required by NMSA 1978, §13-1-191.1 (2006).

11. Partners, Supervisory, and Staff Qualifications and Experience (150 Points)

Partners, managers, other supervisors and specialists, 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. Offerors should include the name of the principal member officer of the Offeror who will be responsible for the administration of the contract and an organizational 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.

12. General Audit Approach (100 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 Agency's budget and related materials, organizational charts, manuals and programs, financial and other management information systems.

13. Identification of Anticipated Potential Audit Issues (40 Points)

Offerors must identify and describe any anticipated potential audit issues, resolution approaches, and any assistance that will be requested from the Agency in order to meet the audit submission deadline of November 1, 2018, and preclude the necessity for scope expansion and/or contract amendments.

14. License to Practice in New Mexico (Pass/Fail)

Offerors must be licensed to practice public accounting in the State of 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 OSA list of IPAs eligible to conduct Local agency audits for the State of New Mexico.

15. Prior Engagements with the State of New Mexico (55 Points)

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 government (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*.

16. References (55 Points)

Offerors must submit three (3) external State or local Agency references from clients who have received similar services to those proposed by the Offeror for this contract, especially those projects that have occurred within the past five (5) years. Offerors that propose to use Subcontractors for significant portions of the scope of work must include three (3) external references for each major Subcontractor. Each reference must include:

Agency Name Reference/Contact Name  
Address  
Contact Telephone number Contact Email Address  
Date(s) services/products were provided

**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 proposal. Obsolete or wrong Contact Information could result in a zero score in this category.**

17. Cost Proposal (150 Points)

The total proposed cost for performing the audit must be itemized for each of the three (3) possible contract years, using the following criteria:

- a. Financial Statement Audit
- b. Federal single audit (if applicable)
- c. Financial statement preparation
- d. Other non-audit services, such as depreciation

Total Compensation = \_\_\_\_\_ Plus  
applicable gross receipts tax

Offerors shall propose, by designated category, an hourly composite rate and estimate of hours to complete each category, including all out-of-pocket, audit-related expenses, such as travel, per diem, and applicable overhead.

Offerors shall also include a separate breakout of the following:

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

The formula that will be used for the calculation of points for this item will be: the lowest cost proposal (from all proposals received) divided by the cost of the Offeror's proposal submitted; the quotient derived from this calculation is then multiplied by 150 (maximum total points given for Cost Proposal) and produces the final point total.

**Lowest Proposal Cost**

-----

**Offeror's Total Cost**

$$\text{X} \quad 150 \quad = \quad \text{Awarded Points}$$

18. New Mexico Employees Health Coverage Form (Pass/Fail)

Offerors must agree with the terms and submit a signed New Mexico Employee Health coverage Form with the submittal of their proposal (See APPENDIX E).

19. Campaign Contribution Disclosure Form (Pass/Fail)

Offerors must complete and include the Campaign Contribution Disclosure Form with the submittal of their proposal (See APPENDIX B).

20. Pay Equity (Pass/Fail)

As Defined in Section II B. 30. Of this RFP, Offerors must agree to meet the requirement. A statement of concurrence must be included in the Offerors' responses to the RFP.

21. Resident Business (5%) or Resident Veterans Preference Certification (10%)

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

### **C. *EVALUATION PROCESS***

The evaluation process will follow the steps listed below:

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



## APPENDIX A

### ACKNOWLEDGEMENT OF RECEIPT FORM

RFP #17-18-008 Audit Services

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

The Acknowledgement of Receipt Form should be signed and returned to the Procurement Manager no later than 3:00pm MST April 12, 2018. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the 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 Proposal.

Karen Rieth, CMC, CPO  
City of Elephant Butte  
RFP#17-18-008 Audit Services

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## **APPENDIX B**

### **Campaign Contribution Disclosure Form**

Pursuant to NMSA 1978, §13-1-191.1 (2006), any person seeking to enter into a contract with any state agency 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 agency 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 (2) 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 (2) 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 (\$250.00) over the two-year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract 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.

**THIS FORM 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 either 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.

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

“Person” means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

“Prospective contractor” means a person who 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 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.

**DISCLOSURE OF CONTRIBUTIONS:**

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

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

Name of Applicable Public Official: \_\_\_\_\_

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

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

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

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

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

—OR—

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

## **APPENDIX C**

### **Office of State Auditor Audit Services Contract Agreement**

Copy can located at [http://www.saonm.org/procuring\\_contracts](http://www.saonm.org/procuring_contracts)

**APPENDIX D**  
**COST RESPONSE FORM**

	<b>SERVICES</b>	<b>FY2018</b>	<b>FY2019</b>	<b>FY2020</b>	<b>Total</b>
1	Financial Statement Audit	\$	\$	\$	\$
2	Federal Single Audit	\$	\$	\$	\$
3	Financial Statement Preparation	\$	\$	\$	\$
4	Other non-audit services, such as depreciation schedule updates	\$	\$	\$	\$
5	Other (i.e., foundations or other component units, specifically identified)	\$	\$		\$
6	<b>Total</b>	\$	\$	\$	\$

Total Compensation =  
Plus applicable gross receipts tax

Offeror Name: \_\_\_\_\_

Offeror Signature: \_\_\_\_\_

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

## APPENDIX E

### *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 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) declined health insurance due to other health insurance coverage already in place; or (c) declined 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, at a minimum, the following web site link to additional information <http://bewellnm.com/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it), these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

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

# APPENDIX F

## Letter of Transmittal Form

RFP#: 17-18-008 Audit Services

**Offeror Name:** \_\_\_\_\_

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

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

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

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

Name \_\_\_\_\_

Title \_\_\_\_\_

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

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

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

Name \_\_\_\_\_

Title \_\_\_\_\_

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

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

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

Name \_\_\_\_\_

Title \_\_\_\_\_

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

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

5. Use of Sub-Contractors (Select one)

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

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

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

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

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

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

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

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

\_\_\_\_\_, 2018  
Authorized Signature and Date (Must be signed by the person identified in item 2. above.)

## **APPENDIX G**

### **REFERENCE QUESTIONNAIRE**

The City of Elephant Butte, as a part this RFP process, requires an 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 by the RFP submission deadline for inclusion in the evaluation process directly to:

Karen Rieth, CMC, CPO  
Fax: 575-744-4493  
E-mail: [cityclerk@cityofelephantbutte.com](mailto:cityclerk@cityofelephantbutte.com)

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.

All Reference Questionnaires must be received by May 1, 2018 at 5:00pm in order to be considered.



**RFP # 17-18-008 Audit Services  
REFERENCE QUESTIONNAIRE FOR:**

\_\_\_\_\_  
(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 City of Elephant Butte via facsimile or e-mail at:

Name: Karen Rieth, CMC, CPO  
  
Telephone: 575-744-4892  
Fax: 575-744-4493  
Email: [cityclerk@cityofelephantbutte.com](mailto:cityclerk@cityofelephantbutte.com)

No later than 5:00pm May 01, 2018, and **must not** be returned to the company requesting the reference.

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

**CONFIDENTIAL INFORMATION WHEN COMPLETED**

<b>Company providing reference:</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number</b>	
<b>Contact e-mail address</b>	

**QUESTIONS:**

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

**COMMENTS:**

2. How would you rate this firm's knowledge and expertise?  
\_\_\_\_\_(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:
3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?  
\_\_\_\_\_(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:
4. What is your level of satisfaction with hard-copy materials produced by the vendor?  
\_\_\_\_\_(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:
5. How would you rate the dynamics/interaction between the vendor and your staff?  
\_\_\_\_\_(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:
6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?  
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

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

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

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

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

COMMENTS:

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

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

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

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

# APPENDIX H

## Resident Veterans Preference Certification

\_\_\_\_\_ (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 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.