



**CLOVIS COMMUNITY COLLEGE**

**REQUEST FOR PROPOSALS (RFP)**

**Audit Services**

**RFP# 17-04**

**Issue Date: March 22, 2017**

**Due Date: April 07, 2017**

*Please note: Clovis Community College will be closed for Spring Break March 27-31, 2017.*

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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 Clovis Community College and the Clovis Community College Foundation financial statements for the fiscal years ending June 30, 2017, 2018 and 2019, respectively.

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 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***

Clovis Community College is a public, non-selective two-year community college which enrolls approximately 3,800 students and employs around 160 faculty and staff. The College is located in Curry County in the eastern region of New Mexico, approximately 8 miles west of the Texas border. The College's primary mission is to improve the quality of life of the citizens it serves by meeting the educational and human needs of the entire community in concert with community agencies businesses, industries and other groups.

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

Clovis Community College requests a multi-year proposal to provide services, identified in this RFP, for the fiscal years ending June 30, 2017, 2018 and 2019. 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 of this RFP. The contract shall become effective upon signatures of the State Auditor. Clovis Community College 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***

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

Name: Annette Johnson  
Address: Clovis Community College  
417 Schepps Blvd.  
Clovis, NM 88101

Telephone: (575) 769-4042  
Fax: (575) 769-4190  
Email: annette.johnson@clovis.edu

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

Name: Annette Johnson  
Reference RFP Name: Audit Services/RFP #17-04  
Address: Clovis Community College  
Room 112  
417 Schepps Blvd.  
Clovis, NM 88101

3. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding this procurement. Other Clovis Community College employees or Evaluation Committee members do not have the authority to respond on behalf of CCC.

### ***E. DEFINITION OF TERMINOLOGY***

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

“Agency” means Clovis Community College.

“Audit Rule” means NMAC 2.2.2 (Title 2-Public Finance, Chapter 2-Audit of Governmental Agencies, Part 2-Requirements for Contracting & Conducting Audits 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)

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

“CFO” means Chief Financial Officer.

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

“CCC” means Clovis Community College. This term is used interchangeably with “Agency” and “Department”.

"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" – the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

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

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

"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 Account

"IT" means Information Technology.

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

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

"Multiple Source Award" means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

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

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

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

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

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

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

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



***F. PROCUREMENT LIBRARY***

A procurement library has been established by the State. Offerors are encouraged to review the material contained in the Procurement Library. The library contains information listed below:

- Procurement Regulations (New Mexico State Purchasing Division)  
<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#ProcurementCodeRegulationsExecutiveOrders>
- State of New Mexico Audit Rule; NMAC 2.2.2 – Requirements for Contracting and Conducting Audits of Agencies. Audit Rules may also be viewed at <http://www.saonm.org>.

## **II. CONDITIONS GOVERNING THE PROCUREMENT**

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

### **A. *SEQUENCE OF EVENTS***

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

<b>Action</b>	<b>Responsible Party</b>	<b>Due Dates</b>
1. Issue RFP	Agency	March 22,2017
2. Acknowledgement of Receipt Form to CCC	Potential Offerors	April 3, 2017
3. Deadline to submit Questions	Potential Offerors	April 3, 2017
4. Response to Written Questions	Agency	April 4, 2017
<b><i>5. Submission of Proposal</i></b>	<b><i>Potential Offerors</i></b>	<b><i>April 7, 2017</i></b>
6. Proposal Evaluation	Evaluation Committee	April 10-12, 2017

### **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 by Clovis Community College on March 22, 2017.

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

Potential Offerors should hand deliver, return by facsimile or email the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 3:00 pm MDT on April 3, 2017.

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 3, 2017 at 4:00PM Mountain 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 name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 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 DAYLIGHT TIME ON April 7, 2017.*** Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

**Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the "CCC Audit Services – RFP# 17-04". 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 Section 13-1-116 NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

**6. Proposal Evaluation**

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

**7. Submission of Recommended IPA Selection to OSA**

Clovis Community College will submit the selected IPA to the Office of the State Auditor for approval as soon as Evaluation Committee determines a finalist.

**8. OSA Approval**

Clovis Community College will address any concerns, if any, with the Office of State Auditor for approval of IPA.

**9. 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, A Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the Chief

Financial Officer. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

**10. Contract Award**

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

**The contract shall be awarded to the Offeror whose proposals are most advantageous to Clovis Community College, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Department and State approval.**

**11. Protest Deadline**

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

Clovis Community College  
Annette Johnson  
Room 112  
417 Schepps Blvd.  
Clovis, NM 88101

Protests received after the deadline will not be accepted.

***C. GENERAL REQUIREMENTS***

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

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

**2. Incurring Cost**

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

### 3. **Amended Proposals**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collate, or assemble proposal materials.

### 4. **Offeror's Rights to Withdraw Proposal**

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

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

### 5. **Proposal Offer Firm**

Responses to this RFP, including proposal prices for services, will be considered firm for ninety (90) days after the due date for receipt of proposals.

### 6. **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:
  - 1. Confidential financial information concerning the Offeror's organization; and
  - 2. data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978.
  - 3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

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

**7. No Obligation**

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

**8. 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 Clovis Community College

**9. 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.

**10. 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 promptly submitted in writing to the attention of the Procurement Manager.

**11. 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.

**12. Basis for Proposal**

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

**13. Contract Terms and Conditions**

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in 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). 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). Exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions in 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 Agency 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.

**14. Offeror's Terms and Conditions**

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

**15. Contract Deviations**

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

**16. 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 Sections 13-1-83 and 13-1-85 NMSA 1978.

**17. 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.

**18. Change in Contractor Representatives**

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

**19. Notice of Penalties**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, 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.

**20. Agency Rights**

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

**21. Right to Publish**

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

**22. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of Clovis Community College.

**23. Confidentiality**

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

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

**24. 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).

**25. 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 Offerors possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern.

**26. Campaign Contribution Disclosure Form**

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

**27. 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:

1. Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
  2. 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.
  3. 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.
  4. 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.
  5. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The 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.
- D. 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 Offerors responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a

system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of an Offeror is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts. 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.

## **28. 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.

### III. RESPONSE FORMAT AND ORGANIZATION

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

Offerors shall submit only one proposal in response to RFP. (To include the copies as stated in “B”)

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

Offerors shall deliver:

- (Binder 1) - one (1) original and four (4) identical hardcopies of their **Technical 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 for the Technical Proposal)
- (Binder 2) - one (1) original, and four (4) copies of **Cost proposal**; Original and all copies shall be in separate labeled binders. (Total of five (5) binders for the Cost Proposal)
- One (1) electronic version/copy of the proposal containing the Technical Proposal.
- One (1) electronic version/copy of the Cost Proposal.
- All Confidential Information shall be clearly identified and segregated on the electronic version mirroring the hard copy submitted.

#### 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.

Technical Proposal (Binder 1):

- a) Signed Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary (Optional)
- d) Response to Specifications (**except cost information which shall be included in Cost Proposal-Binder 2 only**)
- e) Response to Contract Terms and Conditions
- f) Offeror's Additional Terms and Conditions
- g) Signed Campaign Contribution Form
- h) New Mexico Business Preference Certificate (If applicable)

- i) New Mexico Resident Veterans Business Preference Certification (If applicable)
- j) Conflict of Interest Affidavit (If applicable)
- k) Other Supporting Material (Optional)

Cost Proposal (Binder 2):

Completed Cost Response Form

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 only in Binder #2 on 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 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:

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

## **IV. SPECIFICATIONS**

### **A. General Information**

#### **1. Agency Resources available to the Contractor**

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

- Office Space;
- Desk, Telephone;
- Computer internet connection;
- Access to BANNER at the appropriate level;
- Access will be available to copiers and fax machines.

#### **1. Work Site**

For the purpose of preparing this proposal, Offeror's are to assume that all on-site work will be performed at the location identified below.

Clovis Community College  
417 Schepps Blvd.  
Clovis, NM 88101

#### **2. Detailed Scope of Work**

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

- a. **Engagement Letter and Provided by Client Listing (PBC)** – to be provided to the Agency within ten days after the audit entrance conference;
- b. **Financial Statements** – draft copy to be completed and submitted to the CFO for review by October 13, 2017 or date negotiated by the CFO and Contractor;
- c. **Final Audit Report** – to be submitted to the Office of the State Auditor on or before November 1, 2017 – 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;
- d. IPA to conduct Audit Progress Meetings, at least weekly, with the Department's financial and executive management staff;

- e. IPA to provide the CFO any information required, including Audit Plan and an Audit Schedule with Milestones that meets the criteria established by DFA;
- f. Provide other audit related procedures and information as requested and/or required by the Agency's Management or Federal oversight agencies; Office of State Auditor; State Treasurers' Office; Department of Finance and Administration and Legislative Finance Committee;
- g. IPA to present the Audit Report to the Agency's Administrative and financial staff, and members of the Board of Trustees and the Foundation Board at the exit conference. The Agency may require audit workshop(s) to review the annual audit report to address any areas of interest or concerns;
- h. IPA will prepare the federally-required "Data Collection Form" and provide it to the CFO, 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.

### **3. Time Frame**

The contract is scheduled to begin no later than August 1, 2017. The final draft of the contract deliverables are to be completed no later than November 1, 2017.

## **B. Business Specifications**

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

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

### **1. Independence (Mandatory)**

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

The Offeror must also list and describe the Offeror's professional relationship involving the Agency 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.

## **2. Firm Capability and Capacity (Mandatory)**

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.

Offeror's are also required to submit a copy of the report of its 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 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.

Offeror's shall 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 qualification and area(s) of responsibility and a completed Campaign Contribution Disclosure Form.

## **3. 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 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.

Provide detailed information regarding the experience of the on-site manager and the firm with:

- a. Audits completed on institutions of higher learning.
- b. Audits completed on Federal Financial Aid awards and grants.
- c. Audits on higher education auxiliary enterprises.

## **4. General Audit Approach (Mandatory)**

Offeror's 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 Agency's budget and related materials, organizational charts, manuals and programs, financial and other management information systems.

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

Offeror's 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, 2017 and preclude the necessity for scope expansion and/or contract amendments.

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

Offeror's must be licensed to practice public accounting in 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 Office of the State Auditor list of IPAs eligible to conduct State agency audits for the State of New Mexico. A statement of concurrence is required.

**7. Prior Engagements with the State of New Mexico (Mandatory)**

Offeror's must list all engagements with 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*.

**8. References (Mandatory)**

Proposals must include three (3) external client references from clients who have received similar services, preferably other New Mexico Institutions of Higher Education. The minimum information that must be provided about each reference is:

Name of Institution  
Reference/Contact Name  
Address  
Contact Telephone number  
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.**

**9. 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.

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) and produces the final point total.

$$\frac{\text{Lowest Proposal Cost}}{\text{Offeror's Total Cost}} \times 150 = \text{Awarded Point}$$

**10. 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)

**11. 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 with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Business Preference

B. New Mexico Resident Veterans Business Preference

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

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

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

## 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.

Specs	Factor	Points Available
1	Independence	Pass/Fail
2	Firm Capability and Capacity	Up to 250 Points
3	Partners, Supervisory and Staff Qualifications	Up to 200 Points
4	General Audit Approach	Up to 100 Points
5	Identification of Anticipated Potential Audit Issues	Up to 50 Points
6	License to Practice in State of New Mexico	Pass/Fail
7	Prior Engagements with New Mexico Institutions of Higher Learning	Up to 100 Points
8	References	Up to 150 Points
9	Cost Proposal	Up to 150 Points
10	Campaign Contribution Disclosure Form	Pass/Fail
	<b>TOTAL</b>	<b>Up to 1,000 points</b>
11	Resident Business or Resident Veterans Preference	

### 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 will result in disqualification of the proposal.**

**1. Independence (Pass/Fail)**

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

The Offeror must also list and describe the Offeror’s professional relationship involving the Agency 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.

**2. Firm Capability and Capacity (Up to 250 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.

Offeror's are also required to submit a copy of the report of its 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 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.

Offeror's 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 qualification and area(s) of responsibility and a completed Campaign Contribution Disclosure Form.

**3. Partner, Supervisory and Staff Qualifications and Experience (Up to 200 Points)**

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 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.

Provide detailed information regarding the experience of the on-site manager and the firm with:

- a. Audits completed on institutions of higher learning.
- b. Audits completed on Federal Financial Aid awards and grants.
- c. Audits on higher education auxiliary enterprises.
- d. GASB 34 & 35 Experience

**4. General Audit Approach (Up to 100 Points)**

Offeror's 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.

**5. Identification of Anticipated Potential Audit Issues (Up to 50 Points)**

Offeror's 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, 2017 and preclude the necessity for scope expansion and/or contract amendments.

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

Offeror's must be licensed to practice public accounting in 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 Office of the State Auditor list of IPAs eligible to conduct State agency audits for the State of New Mexico. A statement of concurrence is required.

**7. Prior Engagements with the State of New Mexico (Up to 100 Points)**

Offeror's must list all engagements with 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***.

**8. References (Up to 150 Points)**

Offeror's must submit three (3) external New Mexico Institutes of Higher Learning 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. Offeror's 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:

Name on Institution  
Reference/Contact Name  
Address  
Contact Telephone number  
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.**

**9. Cost Proposal (Up to 150 Points)**

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

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) and produces the final point total.

$$\frac{\text{Lowest Proposal Cost}}{\text{Offeror's Total Cost}} \times 150 = \text{Awarded Point}$$

**10. 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)

**11. 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 with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

- A. New Mexico Business Preference
- B. New Mexico Resident Veterans Business Preference

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

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

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

**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 State 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 regardless of overall score.

## **APPENDIX A**

### **ACKNOWLEDGEMENT OF RECEIPT FORM**

APPENDIX A

REQUEST FOR PROPOSAL

Clovis Community College Audit Services  
RFP #17-04

***ACKNOWLEDGEMENT OF RECEIPT FORM***

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 F.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than April 3, 2017. 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.

Annette Johnson, Procurement Manager  
RFP#17-04  
Clovis Community College  
417 Schepps Blvd.  
Clovis, NM 88101  
Fax: 575-769-4190  
E-mail: annette.johnson@clovis.edu



## **APPENDIX B**

### **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

## **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 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 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 public 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 be also located at [http://www.saonm.org/procuring\\_contracts](http://www.saonm.org/procuring_contracts)

**STATE OF NEW MEXICO  
AUDIT CONTRACT  
(Higher Education)**

{{name}}

hereinafter referred to as the "Agency," and

{{contractorName}}

hereinafter referred to as the "Contractor," agree:

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

**1. SCOPE OF WORK** (Include in Paragraph 25 any expansion of scope)

- A. The Contractor shall conduct a financial and compliance audit of the college or university using the business-type activity model consisting of the Statement of Net Assets; Statement of Revenues, Expenses, and Changes in Net Assets; Statement of Cash Flows; and budget comparison schedules presented in the format required by NMAC Section 2.2.2.12 for Fiscal Year **2017**.
- B. The audit scope requires the Contractor to provide an opinion on the budget comparison schedules (see AAG-SLV 14.53 and the requirements of NMAC Section 2.2.2.12.E(2)). A SAS No. 119 opinion on the budget comparison does not meet this requirement.
- C. The Contractor shall apply certain limited procedures to the Management Discussion and Analysis (MD&A) and report deficiencies in or the omission of required information in accordance with the requirements of AU-C 730.05 to 730.09.
- D. The audit shall be conducted in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and *Requirements for Contracting and Conducting Governmental Audits* (NMAC Section 2.2.2.1, et seq.).

**2. DELIVERY AND REPRODUCTION**

- A. In order to meet the delivery terms of this Contract, the Contractor shall deliver the following documents to the State Auditor on or before **November 1, 2017** and in accordance with NMAC Section 2.2.2.9:
  - 1. an organized, bound and paginated 1. hard copy of the Agency's audit report for review;
  - 2. a copy of the signed management representation letter provided to the IPA by the Agency as required by AU-C580;
  - 3. a copy of the completed State Auditor Report Review Guide available at [www.osanm.org](http://www.osanm.org);
- B. Reports postmarked by the Agency's due date will be considered received by the due date for purposes of NMAC Section 2.2.2.9. Unfinished or excessively deficient reports will not satisfy this requirement; such reports will be rejected and returned to the Contractor and the State Auditor may take action in accordance with NMAC Section 2.2.2.13. If the State Auditor does not receive copies of the engagement letter, management representation letter, summary of findings form and the completed Report Review Guide with the audit report or prior to submittal of the audit report, the State Auditor will not consider the report submitted to the State Auditor.
- C. As soon as the Contractor becomes aware that circumstances exist that will make the Agency's audit report late, the Contractor shall immediately provide written notification of the situation to the State Auditor. The notification shall include an explanation regarding why the audit report will be late, when the IPA expects to submit the report and a concurring signature by the Agency. The State Auditor shall also notify the Agency's oversight agency, but confidential information shall be omitted from that notification.
- D. Pursuant to NMAC Section 2.2.2.8, the Contractor shall prepare a written and dated engagement letter that identifies the specific responsibilities of the Contractor and the Agency.

E. After its review of the audit report pursuant to NMAC Section 2.2.2.13, the State Auditor shall authorize the Contractor to print and submit the final audit report. Within five business days 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 and the electronic copy of the Excel version of the Summary of Findings Form, Vendor Schedule, and Fund Balance. After the State Auditor officially releases the audit report by issuance of a release letter, the Contractor shall deliver **20** copies of the audit report to the Agency. The Agency or IPA shall ensure that every member of the Agency's governing authority shall receive a copy of the report.

F. The Agency, upon delivery of its audit report, shall submit to the Federal Audit Clearinghouse (FAC) the completed data collection form and the reporting package described in § 200.512 of Uniform Guidance for Federal Awards. The submission is required to be made within 30 calendar days of receipt of the auditor's report, or nine months after the end of the audit period.

### **3. COMPENSATION**

A. The total amount payable by the Agency to the Contractor under this Contract, including New Mexico gross receipts tax and expenses, shall not exceed **5.125%**

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 NMAC Section 2.2.2.8, 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:

SERVICES	AMOUNTS
(1) Financial statement audit	
(2) Federal single audit	
(3) Financial statement preparation	
(4) Other nonaudit services, such as depreciation schedule updates	
(5) Other (i.e., component units, specifically identified)	

D. The Agency shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this Contract and invoiced by the Contractor. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below.

E. Pursuant to Section 12-6-14, NMSA 1978 and NMAC Section 2.2.2.8, the State Auditor may authorize progress payments to the Contractor by the Agency; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment. Progress payments up to 70% do not require State Auditor approval, provided that the Agency certifies receipt of services. The Agency must monitor audit progress and make progress payments only up to the percentage that the audit is completed prior to making the 70% payment. Progress payments from 70% or more but less than or equal to 90% require State Auditor approval after being approved by the Agency. If requested by the State Auditor, the Agency shall provide a copy of the approved progress billings. The State Auditor may allow only the first 50% of progress payments to be made without State Auditor approval if the Contractor's previous audits were submitted after the due date. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor.

### **4. TERM**

Unless terminated pursuant to Paragraphs 5 or 19, this Contract shall terminate one calendar year after the date on which it is signed.

### **5. TERMINATION, BREACH AND REMEDIES**

A. This Contract may be terminated:

1. By either party without cause, upon written notice delivered to the other party and the State Auditor at least ten (10) days prior to the intended date of termination.

2. By either party, immediately upon written notice delivered to the other party and the 2. State Auditor, if a material breach of any of the terms of this Contract occurs. Unjustified failure to deliver the report in accordance with Paragraph 2 shall constitute a material breach of this Contract.

3. By the Agency pursuant to Paragraph 19, immediately upon written notice to 3. the Contractor and the State Auditor.

4. By the State Auditor, immediately upon written notice to the Contractor and the Agency after determining that the audit has been unduly delayed, or for any other reason.

B. By termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If the Agency or the State Auditor terminates this Contract, the Contractor shall be entitled to compensation for work performed prior to termination in the amount of earned, but not yet paid, progress payments, if any, that the State Auditor has authorized to the extent required by Paragraph 3(E). If the Contractor terminates this Contract for any reason other than Agency's breach of this Contract, the Contractor shall repay to the Agency the full amount of any progress payments for work performed under the terms of this Contract.

C. Pursuant to NMAC Section 2.2.2.8, the State Auditor may disqualify the Contractor from eligibility to contract for audit services with the State of New Mexico if the Contractor knowingly makes false statements, false assurances or false disclosures under this Contract. The State Auditor on behalf of the Agency or the Agency may bring a civil action for damages or any other relief against a Contractor for a material breach of this Contract.

D. THE REMEDIES HEREIN ARE NOT EXCLUSIVE, AND NOTHING IN THIS SECTION 5 WAIVES OTHER LEGAL RIGHTS AND REMEDIES OF THE PARTIES.

## **6. STATUS OF CONTRACTOR**

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

## **7. ASSIGNMENT**

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

## **8. SUBCONTRACTING**

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

## **9. RECORDS**

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

## **10. RELEASE**

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

## **11. CONFIDENTIALITY**

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



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

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

## **13. CONFLICT OF INTEREST**

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

## **14. INDEPENDENCE**

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

## **15. AMENDMENT**

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

## **16. MERGER**

This Contract supersedes all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. Contractor and Agency shall enter into and execute an engagement letter pursuant to NMAC Section 2.2.2.8, consistent with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAGAS). **The engagement letter and any associated documentation included with or referenced in the engagement letter shall not be interpreted to amend this Contract. Conflicts between the engagement letter and this Contract are governed by this Contract, and shall be resolved accordingly.**

## **17. APPLICABLE LAW**

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

## **18. AGENCY BOOKS AND RECORDS**

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

## **19. APPROPRIATIONS**

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

## **20. PENALTIES FOR VIOLATION OF LAW**

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

## **21. EQUAL OPPORTUNITY COMPLIANCE**

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

## **22. WORKING PAPERS**

A. The Contractor shall retain its working papers of the Agency's audit conducted pursuant to this Contract for a period of at least five (5) years after the date shown on the opinion letter of the audit report, or longer if requested by the federal cognizant agency for audit, oversight agency for audit, pass through-entity or the State Auditor. The State Auditor shall have access to the working papers at the State Auditor's discretion. When requested by the State Auditor or the Agency, the Contractor shall deliver the original or clear, legible copies of all working papers to the requesting entity.

B. The Contractor should follow the guidance of AU-C 210 A.27 to A.31 and AU-C 510 .A3 to .A9 in communications with the predecessor auditor and to obtain information from the predecessor auditor's audit documentation.

## **23. DESIGNATED ON-SITE STAFF**

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

## **24. INVALID TERM OR CONDITION**

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

## **25. OTHER PROVISIONS**

The audit shall cover the whole reporting entity of the college or university including all component units, pursuant to Sections 2.2.2.10(A) and 2.2.2.12(E)(3) NMAC, *Requirements for Contracting and Conducting Audits of Agencies*. If a 501(c)(3) component unit organization had a gross annual income in excess of \$100,000, Section 6-5A-4 NMSA 1978 requires that entity be audited regardless of materiality.

The contractor shall prepare and submit all forms of the component units (e.g. IRS Form 990).

With the recent implementation of required reporting of the Pension Liability (GASB 68), the Contractor shall calculate the Pension Liability.

**SIGNATURE PAGE**

This Contract is made effective as of the date of the latest signature.

**AGENCY**  
**{{name}}**

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

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

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

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

**CONTRACTOR**  
**{{contractorName}}**

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

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

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

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

## **APPENDIX D**

### **COST RESPONSE FORM**

## Cost Per Year

Breakdown	1 <sup>st</sup> Year Hours FYE ____	1 <sup>st</sup> Year Cost FYE ____	2 <sup>nd</sup> Year Hours FYE ____	2 <sup>nd</sup> Year Cost FYE ____	3 <sup>rd</sup> Year Hours FYE ____	3 <sup>rd</sup> Year Cost FYE ____
Financial Statement Audit	_____	_____	_____	_____	_____	_____
Federal Single Audit	_____	_____	_____	_____	_____	_____
Financial Statement Preparation	_____	_____	_____	_____	_____	_____
Other allowed non-audit services	_____	_____	_____	_____	_____	_____
Other (i.e. housing authorities, charter schools)	_____	_____	_____	_____	_____	_____
SUB TOTAL	_____	_____	_____	_____	_____	_____
Gross Receipts Tax		_____		_____		_____
TOTAL COMPENSATION		_____		_____		_____

I hereby certify that all the information submitted in this recommendation is true, accurate and complete to the best of my knowledge. Furthermore, I also hereby certify that, to the best of knowledge, my agency complied with applicable provisions of the New Mexico Procurement Code (Sections 13-1-28 through 13-1-199 NMSA 1978) and the Audit Rule (2.2.2 NMAC) in the procurement of the IPA and recommendation to the State Auditor. Finally, I hereby attest that I have the authority to certify the information submitted in this recommendation on behalf of the agency.

Agency Head/Designee: \_\_\_\_\_  
(Signature) (Print Name)

\_\_\_\_\_  
(Title and Date)

### (THIS SECTION APPLIES TO SCHOOLS AND UNIVERSITIES ONLY)

This IPA recommendation has been reviewed and approved by our oversight agency (please select one) ☐ the Higher Education Department (HED) or ☐ the Public Education Department (PED) as required by Section 12-6-14 NMSA 1978, and as indicated by the following oversight agency signature and date.

\_\_\_\_\_  
Oversight Agency Signature

\_\_\_\_\_  
Printed name of signer

\_\_\_\_\_  
Date

## **APPENDIX E**

### **LETTER OF TRANSMITTAL FORM**

**APPENDIX E**

***Letter of Transmittal Form***

**RFP#: 17-04 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) which will be used in the performance of any resultant contract.**

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

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

\_\_\_\_\_, 2017  
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

**APPENDIX F**

**RESIDENT VETERANS CERTIFICATION**



## 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 State Purchasing Division of the Clovis Community College 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 Clovis Community College 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.