

**TORRANCE COUNTY  
STATE OF NEW MEXICO**

**REQUEST FOR PROPOSALS (RFP)**

**AUDIT PROFESSIONAL SERVICES  
FOR  
TORRANCE COUNTY**



**RFP TC-FY20-04**

**TORRANCE COUNTY PURCHASING  
205 S Ninth Street  
Estancia, NM 87016**

**April 10, 2020**

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## **I. INTRODUCTION**

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

The County of Torrance, State of New Mexico, on behalf of the Torrance County Board of County Commissioners, seeks sealed proposals from qualified and approved Independent Public Accountants (IPAs) to perform a financial and compliance audit of County records for the period of July 1, 2020 through June 30, 2022, for Torrance County Fiscal Years 2020 - 2022.

### **B. SUMMARY SCOPE OF WORK**

The scope of work consists of conducting a financial and compliance audit of applicable County financial records for the period of July 1, 2020 through June 30, 2022. This shall be performed in accordance with the detailed scope of work contained in the contract found at Appendix F. Contractor shall provide a written report of their findings and providing a minimum of one out-brief session to those persons that shall be designated in writing by the County Manager. The audit shall be conducted in accordance with generally accepted audit standards issued by the New Mexico State Auditor in accordance with 2.2.2.NMAC (“Audit Rule 2020”), Section 2.2.2.8(A).

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

The scope of the procurement consists of reviewing required materials, preparing a financial statement, conducting a financial audit, including a Federal Single Audit (if required), preparing and providing a written report of their findings and providing a minimum of one out-brief session to those persons that shall be designated in writing by the County Manager. Also included is the filing of any such forms and other paperwork that may be necessary under law to satisfy the annual audit requirements of the New Mexico State Auditor. The duration of the professional services contract resulting from this RFP shall be for one (1) year from the date of award. The County reserves the right, by mutual agreement of the parties, to extend the contract on an annual basis at the same price, terms and conditions for up to an additional two (2) years. Under no circumstances shall the term of this contract, including all extensions and renewals, exceed three (3) years. This procurement will result in a single source award.

### **D. PROCUREMENT MANAGER**

The County of Torrance has designated a Procurement Manager who is responsible for this procurement and whose name, address, and telephone number are listed below. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other County employees do not have the authority to respond on behalf of the County of Torrance.

**Noah J. Sedillo**  
Torrance County Purchasing

<u>Delivery Address (Including proposal delivery):</u> 205 S Ninth Street // Estancia, NM 87016	<u>Mailing Address:</u> P.O. Box 48 // Estancia, NM 87016
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Phone: (505) 554-4730  
Fax: (505) 384-5294  
E-mail: njosedillo@tcnm.us

NOTE: All deliveries via express carrier (INCLUDING PROPOSAL DELIVERY) should be addressed to Noah J. Sedillo's Delivery Address, above.

**E. DEFINITION OF TERMINOLOGY**

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

“Board of County Commissioners” (also “BCC”) means the elected board in whom all powers of the County are vested and who are responsible for the proper and efficient administration of County government.

"Close of Business" means 5:00 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

"Contract" or “Agreement” means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful Offeror who enters into a binding contract.

"County" means the County of Torrance, State of New Mexico.

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

“Desirable" refers to the terms "may", "can", "should", "preferably" or "prefers" which identify a desirable or discretionary item or factor. (As opposed to a “mandatory” item or factor.)

"Evaluation Committee" means a body appointed by the Procurement Manager to perform the evaluation of Offeror proposals.

"Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee for submission to appropriate approval authorities for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

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

"IPA" means Independent Public Accountant.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item or factor. (As opposed to a "desirable" item or factor.) Failure to meet a mandatory item or factor may result in the rejection of the Offeror's proposal.

"Local public body" means every political subdivision of the State of New Mexico and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities.

"NMAC" means the New Mexico Administrative Code, as administered by the New Mexico Commission of Public Records, State Records Center and Archives, Administrative Law Division.

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

"Procurement Manager" means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Procuring agency of the County" means the department or other subdivision of the County of Torrance that is requesting the procurement of services or items of tangible personal property.

"Purchase Order" or "PO" means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing, valid contract.

"Purchasing" means the County of Torrance Purchasing Office, or the Torrance County Purchasing Agent or the Chief Procurement Officer.

"Purchasing Agent" or "PA" means the Purchasing Agent for the County of Torrance.

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

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished required information and data to prove that their 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 called for in this proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal 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 and delivery requirements.

“Statement of Compliance” and “Statement of Concurrence” mean an express statement, by the Offeror in their proposal, that they agree with and agree to the stated requirement(s). Possible examples of acceptable responses include “The [NAME HERE Company] agrees to comply with this requirement.” and “The [NAME HERE Company] concurs with this requirement.”

## **F. RESIDENT/VETERAN BUSINESS PREFERENCE**

### Resident Business Preference

The New Mexico Procurement Code provides for preference for resident businesses and Contractors under certain conditions. If applicable, the preference will be provided to those Offerors that have provided a valid resident business preference certificate with their proposal, as required by 13-1-22 NMSA 1978.

In order for an Offeror to receive preference as a resident business, that Offeror must submit a copy of their preference certificate with their proposal. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department after January 1, 2012. Providing only a preference number is not acceptable and will not qualify the Offeror for any preference.

For more information, reference Sections 13-1-21 and 13-1-22 of the New Mexico Procurement Code. Preference applications are available for download at:

Resident Business:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

### Resident Veterans Preference

Effective July 1, 2012, but not after June 30, 2022, certain preferences are available to New Mexico veteran-owned businesses. Please see Section V.D.4 for more information and especially note Appendix F.

## **G. PROCUREMENT LIBRARY**

The Procurement Library consists of the following documents which may be accessed by their associated Internet links:

### **- New Mexico Procurement Code**

<https://laws.nmone.com/w/nmos/Chapter-13-NMSA-1978#!fragment/BQCwhgziBcwMYgK4DsDWszIQewE4BUBTADwBdoByCgSgBpltTCIBFRQ3AT0otojIzYANkIDCSNNACEyPoTC4EbDtypyFCAMp5SAIW4AlAKIAZIwDUAggDIRR2qTAAjaKWxxq1IA>

### **- Torrance County Procurement Policy**

<http://www.torrancecountynm.org/uploads/Downloads/Finance%20Department/2019-38%20Purchasing%20Policy.pdf>



## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and contains the general requirements governing the procurement.

### A. SEQUENCE OF EVENTS

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

<b>ACTION</b>	<b>RESPONSIBILITY</b>	<b>DATE</b>
1. Issue RFP	Procurement Manager (PM)	04/10/2020 (Friday)
<b>2. Return of “Acknowledgment of Receipt” Form for Distribution List</b>	<b>Potential Offerors (PO)</b>	<b>04/17/2020 (Friday)</b>
3. Pre-Proposal Conference	No Conference due to COVID-19	No Conference due to COVID-19
4. Deadline to Submit Additional Questions	PO	04/24/2020 (Friday)
5. Response to Written Questions/ RFP Amendments	PM	04/29/2020 (Wednesday)
<b>6. Submission of Proposal</b>	<b>Offerors</b>	<b>05/14/2020 (Thursday) 3:00 PM MDT</b>
7. Proposal Evaluation	Evaluation Committee (EC)	05/18/2020 (Monday) to 05/20/2020 (Wednesday)
8. Notification of Finalists (If desired)	EC	05/20/2020 (Wednesday)
9. Best & Final Offer (If requested)	Offerors	05/22/2020 (Friday)
10. Oral (Teleconference) Presentations	PO	05/21/2020 (Thursday)
11. Contract Negotiations (If needed)	Tentative winner/County	05/25/2020 (Monday) to 05/26/2020 (Tuesday)
12. Contract Award*	Purchasing Agent/BCC*	05/27/2020 (Wednesday)
13. Protest Deadline	Offerors	06/12/2020 (Friday)

\*Contract award is subject to approval of the Board of County Commissioners.

### B. EXPLANATION OF EVENTS

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

#### 1. Issue RFP

This RFP is being issued by the Torrance County Purchasing Agent on behalf of the County of Torrance and the Torrance County Board of County Commissioners.

2. Return of “Acknowledgment of Receipt” Form for Distribution List

Potential Offerors should hand deliver or return by facsimile or e-mail or registered or certified mail the “Acknowledgement of Receipt” form that accompanies this document (See 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 by the close of business on the date indicated in Section II.A (Sequence of Events), above.

The procurement distribution list will be used to notify those that submitted the form of any written responses to questions and any RFP amendments. Failure to return this 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. Pre-Proposal Conference

Due to current COVID-19 restrictions for the State of New Mexico issued by Governor Grisham-Lujan and the Department of Health, a Pre-Proposal Conference will NOT be held in order to comply with social distancing practices and stay at home measures.

4. Deadline to submit additional written questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent by e-mail to the Procurement Manager (See Section I, Paragraph D.)

5. Response to written questions/RFP Amendments

Written responses to written questions and any RFP amendments will be posted to the Torrance County Purchasing Office web site <http://www.torrancecountynm.org/rfb-rfp>, via the “RFB & RFP” link). Notification of such posting shall be provided to all potential Offerors that have returned the “Acknowledgement of Receipt” Form found at Appendix A. A new “Acknowledgement of Receipt” Form will accompany the posted distribution package. The form should be signed by the Offeror's representative, dated, and hand-delivered or returned by facsimile or e-mail or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process.

6. Submission of Proposal

**OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MDT ON THE DATE INDICATED IN SECTION II.A (SEQUENCE OF EVENTS),**

**ABOVE. PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.**

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and should be labeled on the outside of the package to clearly indicate that they are in response to the “Audit Professional Services for Torrance County”, should reference “RFP TC-FY20-04” and should indicate the deadline for receipt (due date and time.) Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

A public log will be kept of the names of all Offerors submitting proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by Purchasing Agent. This process will take place during the time period indicated in Section II.A (Sequence of Events), above. During this time, the Procurement Manager may at his option initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Notification of Finalists

The Evaluation Committee may select and the Procurement Manager may notify finalist Offerors on the date indicated in Section II.A (Sequence of Events), above. Only finalists will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the County.

9. Best and Final Offers

Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers on the date indicated in Section II.A (Sequence of Events), above.

10. Oral (Teleconference) Presentations

Finalist Offerors may be required to make an oral (teleconference) presentation to the Evaluation Committee. If so required, the Procurement Manager will schedule the time for each Offeror’s presentation. All presentations will be made in a location to be specified in Estancia, NM 87016 or via specified teleconference. Each presentation will

be limited to a fixed amount of time as designated by the Procurement Manager in the Oral (Teleconference) Presentation requirement notification.

#### 11. Contract Negotiations

If necessary, contract negotiations shall commence with the most advantageous Offeror no later than the date indicated in Section II.A (Sequence of Events), above. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

#### 12. Contract Award

After review of the Evaluation Committee Report and the tentative contract, the Purchasing Agent anticipates the Board of County Commissioners will award the contract on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Purchasing Agent or the Board of County Commissioners.

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

#### 13. Protest Deadline

Any protest by an Offeror must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978. The fifteen (15) day protest period for timely Offerors shall begin on the day following contract award and will end at 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Agent. The protest must be delivered to the Purchasing Agent.

Torrance County Purchasing  
Attn. Noah J. Sedillo  
P.O. Box 48  
205 S Ninth Street  
Estancia, New Mexico 87016

NOTE: Protests received after the deadline will not be accepted.

## **C. GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and Torrance County Procurement Policy (Resolution 2019-38).

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

Offerors must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form (see Appendix D). 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 Offeror in preparation, transmittal, presentation of any proposal or material or negotiation associated with their response to this RFP shall be borne solely by the Offeror.

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

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

### **4. Subcontractors**

Use of subcontractors must be clearly explained in the proposal and each must be identified by name. The prime contractor shall be wholly responsible for contract performance whether or not subcontractors are used. Substitution of subcontractors, after contract award, must receive prior written approval of the County Purchasing Office.

### **5. Amended Proposals**

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

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

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

## 7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is solicited.

## 8. Disclosure of Proposal Contents

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

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the remaining portions of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-I to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Agent 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 continued prohibition on the disclosure of confidential data.

## 9. No Obligation

This procurement in no manner obligates Torrance County or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Purchasing Agent and other required approval authorities.

## 10. Termination

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

## 11. Sufficient Appropriation

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

## 12. Legal Review

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

## 13. Governing Law

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

## 14. Basis for Proposal

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

## 15. Contract Terms and Conditions

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

Should an Offeror object to any of the County's terms and conditions, as contained in this Section or in Appendix B, that Offeror must propose specific alternative language. The County may or may not accept the alternative language, at the County's sole discretion. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and could lead to disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording in order for the proposed alternate wording to be considered.

## 16. Offeror's Terms and Conditions

Offeror's must submit with their proposal a complete set of any additional terms and conditions which they request be included in a contract negotiated with the County. The County may or may not accept the additional language, at the County's sole discretion.

17. Contract Deviations

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

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

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

21. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kick-backs.

22. County Rights

The County reserves the right to accept all or a portion of an Offeror's proposal.

23. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the County. However, any technical or user documentation submitted with the proposals of non-selected Offerors may be returned after the expiration of the protest period, by request, at the expense of the Offeror.



24. Ambiguity, Inconsistency or Errors in RFP

Offerors shall promptly notify the Procurement Manager, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

25. Competition

By submitting a proposal, Offeror certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the proposal submitted to the County.

26. Use by Other Government Entities

By submitting a proposal, Offeror indicates that they understand and agree that other government entities within the State of New Mexico, or as otherwise allowed by their governing directives, may contract for the goods or services included in this procurement document with the awarded contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation or liability incurred by Torrance County.

27. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of any agreement 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 County of Torrance.

28. 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.

29. Use of Electronic Versions of this RFP

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

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offeror's may submit only one (1) response to this RFP.

#### B. NUMBER OF COPIES

Offerors shall deliver six (6) identical copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals. Identical copies are defined as the original plus the number of additional copies needed to fulfill the requirement. For example, a requirement for six (6) identical copies would be fulfilled by submitting the original and five [5] copies of the original. The original copy should be clearly marked "ORIGINAL" on the front cover and shall contain original signatures. (An exception to this requirement is made for the "Cost Response Form" and the "Campaign Contribution Disclosure Form". See Section III.C.1, immediately below.)

#### C. PROPOSAL FORMAT

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

##### 1. Proposal Organization

The proposal should be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence shown unless otherwise indicated.

- a. Letter of Transmittal Form (See Appendix D)
- b. Valid Resident Preference Certificate (Optional at Offeror's discretion. See Section I.F.)
- c. Resident Veterans Preference Certificate (If applicable. See Appendix F.)
- d. Table of Contents
- e. Cost Response Form\* (See Appendix C) in a sealed and labeled envelope
- f. Campaign Contribution Disclosure Form\* (See Appendix E) in a sealed and labeled envelope
- g. Proposal Summary (Optional)
- h. Response to Specifications

i. Other Supporting Material (Optional. See Section III.C.3., below)

\*Only the single original needs to be provided and must be secured in the binder (or bound) marked "Original" in the required sealed and labeled envelope.

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. Any forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Unless otherwise specified in this RFP, all discussion of proposed costs, rates or expenses must occur only on the Cost Response Form\*, Appendix C.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

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

2. Letter of Transmittal Form

The Letter of Transmittal Form at Appendix D **must** be completed, signed and included with the Offeror's proposal.

3. Other Supporting Materials

Offerors may attach other materials which they feel may improve the quality of their responses. However, these materials may not be reviewed by members of the Evaluation Committee and **will not** be scored.

## IV. SPECIFICATIONS

### A. INFORMATION

#### 1. Resident Business Preference

A valid Resident Preference Certificate issued by the New Mexico Taxation and Revenue Department on or after January 1, 2020 **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying resident business. See Section I.F, above, for more information.

#### 2. Resident Veterans Preference Certificate

A complete and signed Resident Veterans Preference Certificate **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying Resident Veteran. See Section V.D.4 for more information.

#### 3. Response to Requirements

Each mandatory requirement in sections IV.B.1 through IV.B.9, below, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offeror's proposal.

### B. MANDATORY REQUIREMENTS

#### 1. Letter of Transmittal Form (0 Points)

Offeror must complete and submit the “Letter of Transmittal Form”, found at Appendix D, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

#### 2. Approved Independent Public Accountant (IPA) (0 Points)

Offeror must be an Independent Public Accountant approved by the New Mexico State Auditor to perform financial audits on state and local government agencies. A statement of concurrence is required.

#### 3. IPA Capabilities (200 Points)

Offerors must describe, in narrative form, the capabilities they possess that enable them to perform the scope of work required. Offerors should especially address the following:

- (a) Whether the IPA has the resources to perform the type and size of the audit required;
- (b) The results of the IPA's most recent external quality control review (peer review); and

(c) The organization and completeness of the IPA's proposal or bid for audit services;

4. Work Requirements and Audit Approach (200 Points)

Offerors must describe, in narrative form, the work requirements and audit approach they propose to use to accomplish the scope of work required. Offerors should especially address the following:

- (a) The IPA's knowledge of the agency's need and the product to be delivered;
- (b) Whether the IPA's proposal or bid contains a sound technical plan and realistic estimate of time to complete the audit;
- (c) Plans for using agency staff, including internal auditors; and
- (d) If the proposal or bid is for a multi-year contract, the IPA's approach for planning and conducting the work efforts of subsequent years;

5. Technical Experience (250 Points)

Offerors must describe, in narrative form, the technical experience they have that they feel qualifies them to perform the scope of work. Offerors should especially address the following:

- (a) The governmental audit experience of the IPA and the specialization in the agency's type of government (e.g., state agencies, schools, hospitals, counties, cities, etc.), including component units (housing authorities, charter schools, foundations); and
- (b) The IPA's attendance at continuing professional education seminars or meetings on auditing, accounting and regulations directly related to state and local government audits and the agency.

6. Capability and Agreement to Perform (0 Points)

Offeror certifies that they are capable and qualified to provide the services required by this RFP and agrees to perform the Scope of Work as specified in the Contract at Appendix B. A statement of concurrence is required.

7. Oral (Teleconference) Presentation (50 Points)

If required by the Evaluation Committee, Offeror must agree to attend and participate in an oral presentation (or teleconference presentation) as specified by the Evaluation Committee. A statement of concurrence is required. If held, the offeror will be required to

present their proposal and explain their approach to providing audit services to Torrance County.

8. Campaign Contribution Disclosure Form (0 Points)

Offeror must complete and sign the Appendix E, Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the County of Torrance are BCC Chairmain Ryan Schwebach; BCC Vice-Chair Javier Sanchez; Commissioner Kevin McCall; Assessor Jesse Lucero; Clerk Linda Jaramillo; Probate Judge Josie Chavez; Sheriff Marty Rivera and Treasurer Tracy Sedillo.)

9. Cost (300 Points)

Offeror must complete and submit the Cost Response Form, at Appendix C, providing proposed annual contract cost for accomplishing the scope of work. State gross receipts and local option taxes (if any) shall not be included in the proposed cost. Such taxes shall be separately reimbursed to the contractor by the County. Contract extensions, if exercised, shall be at the same annual cost as proposed by the offeror.

**C. DESIRABLE REQUIREMENTS**

There are no desirable requirements associated with this procurement.

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each or a Pass/Fail evaluation. These, along with the general requirements, will be used in the evaluation of individual Offeror proposals.

REF.	REQUIREMENT	POINTS AVAIL.
IV.B.1	Letter of Transmittal Form	0*
IV.B.2	Approved Independent Public Accountant	0*
IV.B.3	IPA Capabilities	200
IV.B.4	Work Requirements and Audit Approach	200
IV.B.5	Technical Experience	250
IV.B.6	Capability and Agreement to Perform	0*
IV.B.7	Oral (Teleconference) Presentation	50
IV.B.8	Campaign Contribution Disclosure Form	0*
IV.B.9	Cost	300
<b>TOTAL</b>		<b>1,000</b>

\*Pass/Fail only.

Points will be awarded based on the evaluation factors found in V.B.1 through V.B.9, below, as indicated.

### B. EVALUATION FACTORS: MANDATORY REQUIREMENTS

1. Letter of Transmittal Form (0 Points)

Pass/Fail only.

2. Approved Independent Public Accountant (0 Points)

Pass/Fail only.

3. IPA Capabilities (200 Points)

Points will be awarded based on the strength and convincingness of the offeror's response as well as reserve capacity should additional resources be required to deal with unexpected situations. Offeror responses will also be compared to submittals from other Offerors under this RFP.

4. Work Requirements and Audit Approach (200 Points)

Points will be awarded based on the strength and convincingness of the offeror's response as related to their apparent understanding of the work to be accomplished, their definition and explanation of resources that will be needed from Torrance County staff, the planning and groundwork to be laid for audits in subsequent years as well as the overall clarity of their response and perceived likelihood of success of their audit approach. Offeror responses will also be compared to submittals from other Offerors under this RFP.

5. Technical Experience (250 Points)

Points will be awarded based on number, variety and complexity of audits the offer has performed as well as depth and breadth of evidence of participation in continued education and other opportunities to further their knowledge in the area of state and local government audits.

6. Capability and Agreement to Perform (0 Points)

Pass/Fail only.

7. Oral (Teleconference) Presentation (50 Points)

If held, points will be awarded based on the quality, content and logic of the offeror's presentation as well as the strength and convincingness of answers provided to questions posed by the Evaluation Committee. If oral (teleconference) presentations are not held, all finalist offerors will be awarded the full fifty (50) points available.

8. Campaign Contribution Disclosure Form (0 Points)

Pass/Fail only.

9. Cost (300 Points)

Points will be awarded based on the total cost proposed on the Cost Response Form and calculated using the following formula:

$$\text{Offeror's Points} = \frac{\text{Lowest Annual Proposed Cost}}{\text{This Offeror's Annual Proposed Cost}} \times 300$$

**C. EVALUATION FACTORS: DESIRABLE REQUIREMENTS**

There are no desirable requirements associated with this procurement.



## **D. EVALUATION PROCESS**

### **1. Initial Review**

All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement will be eliminated from further consideration.

### **2. Clarifications**

The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.

### **3. Other Information Sources**

The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.

### **4. New Mexico Business Preference**

Points will awarded based on Offerors ability to provide a copy of a current Resident Business Certificate or Resident Veterans Certificate. The preference will be provided to those Offerors that have provided a valid resident business preference certificate or a valid resident contractor certificate (as appropriate) or a Resident Veterans Preference Certificate (or both) with their proposal.

### **5. Scoring and Contract Award Recommendation**

Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Finalist Offerors who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible Offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the Purchasing Agent, and any other required approving authorities, as specified in Section II, Paragraph B.12. 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**

Request for Proposals

**AUDIT PROFESSIONAL SERVICES FOR  
TORRANCE COUNTY**

**Torrance County RFP TC-FY20-04**

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

**The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Procurement Manager no later than April 17, 2020.**

The firm listed below does/does not (circle one) intend to respond to this Request for Proposals.

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

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

E-MAIL ADDRESS: \_\_\_\_\_

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

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

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

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

This name and address will be used for all correspondence related to the Request for Proposals.

Please return to:

**Noah J. Sedillo**  
Torrance County Purchasing  
P.O. Box 48  
205 S Ninth Street  
Estancia, NM 87016  
Phone: (505) 544-4730  
Fax: (505) 384-5294  
E-mail: [njsedillo@tcnm.us](mailto:njsedillo@tcnm.us)

## APPENDIX B

Contract No. TC-FY20-04

### STATE OF NEW MEXICO AUDIT CONTRACT

This CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the

\_\_\_\_\_ hereinafter referred to as the “Agency”, and

\_\_\_\_\_ hereinafter referred to as the “Contractor”, and is effective as of the date upon which it is approved by the Office of the State Auditor, hereinafter referred to as “State Auditor”.

#### IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

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

A. The Contractor shall conduct a financial and compliance audit of the following applicable statements and schedules of the Agency for the period from **July 1, 2020 through June 30, 2022**:

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

(2) Required supplemental information (RSI), if applicable, consisting of budgetary comparison schedules for the general fund and major special revenue fund data presented on a fund, organization, or program structure basis because the budgetary information is not available on the GAAP fund structure basis for those funds (*GASB Statement No. 41, Budgetary Comparison Schedules—Perspective Differences an amendment of GASB Statement No. 34*) must be audited and included in the auditor’s opinion (AAG-SLV 14.53);

(3) Supplemental Information (SI) that must be audited and included in the auditor’s opinion (AAG-SLV 14.53), if applicable, consisting of:

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

(b) Combining financial statements;

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

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

B. The contractor shall apply certain limited procedures to the following required supplemental information (RSI), if applicable, and report deficiencies in or the omission of required information in accordance with the requirements of SAS AU 558.05 through .09:

(1) The Management Discussion and Analysis (MD&A);

(2) RSI data required by Statements 25, 27, 43 and 45 regarding pension plans and post employment healthcare plans administered by defined benefit pension plans; and

(3) Schedules derived from asset management systems (GASB 34, paragraphs 132 to 133).

C. The audit shall be conducted in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, OMB Circular A-133, and *Requirements for Contracting and Conducting Governmental Audits* (2.2.2 NMAC).

D. If this contract is for a:

1) hospital that does not qualify as a governmental entity under the criteria in Sections 1.01 and 1.02 of the *AICPA Audit and Accounting Guide State and Local Governments* (May 1, 2006), then another appropriate reporting model should be used; or

2) school district, the audit will include the audit of any related charter schools and their respective foundations that qualify as component units of those charter schools in accordance with the provisions specified in Sections 2.2.2.10(A)(1) and 2.2.2.12(C), *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 to be audited regardless of materiality.

## **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 15, 2020** and in

accordance with 2.2.2.9 NMAC:

- (1) an organized, bound and paginated hard copy of the Agency's audit report for review;
- (2) a copy of the dated and signed engagement letter required by Section 2.2.2.8(L) NMAC if not previously submitted;
- (3) a copy of the signed management representation letter required by SAS AU 333;
- (4) a list of the passed adjustments required by SAS No. 89.04; and
- (5) a copy of the completed State Auditor Report Review Guide available at [www.osanm.org](http://www.osanm.org).

B. For purposes of 2.2.2 NMAC, reports postmarked by the Agency's due date provided in Section 2.2.2.9(A) NMAC will be considered received by the due date provided in that section. 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 Subsection C of 2.2.2.13 NMAC. If copies of the engagement letter, management representation letter, list of past adjustments and the completed Report Review Guide are not received by the State Auditor with the audit report or prior to submittal of the audit report, the report will not be considered submitted to the State Auditor.

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 Agency's oversight agency should be notified, but confidential audit information shall be omitted from that notification.

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

E. After its review of the audit report pursuant to 2.2.2.13 NMAC, the State Auditor will authorize the Contractor to print and submit the final audit report. Within two business

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days from the date of the authorization to print and submit the final audit report, the Contractor shall provide the State Auditor with **THREE** copies of the report and an electronic version of the audit report, in PDF format. After the State Auditor officially releases the audit report by issuance of a release letter, the Contractor shall deliver \_\_\_\_\_ copies of the audit report to the Agency. 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 the required copies of the data collection form, audit report and corrective action plan to the federal clearinghouse designated by the Office of Management and Budget and each federal awarding agency if the schedule of findings and questioned costs disclose audit findings directly related to federal awards.

**3. COMPENSATION**

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

B. Total Compensation will consist of the following:

<b>SERVICES</b>	<b>AMOUNTS</b>
(1) Financial statement audit	
(2) Federal single audit	
(3) Financial statement preparation	
(4) Other non-audit services, such as depreciation schedule update	
(5) Other (i.e., component units, specifically identified)	

Gross Receipts Tax = \_\_\_\_\_

Total Compensation = \_\_\_\_\_

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

D. Pursuant to Section 12-6-14 NMSA 1978 and the corresponding rule, Section 2.2.2.8(I), 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 69% 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 69% payment. Progress payments from 70% 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**

A. THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE STATE AUDITOR. Unless terminated pursuant to Paragraphs 5 or 19, infra, this Contract shall terminate one calendar year after the date on which it is signed by the State Auditor.

B. If awarded based on a multi-year proposal, this Contract may be extended by the parties for two successive one-year terms at the same price, terms and conditions as stated in the original proposal. Each annual extension of the contract shall be executed by mutual agreement of the parties and approval of the State Auditor pursuant to Section 2.2.2.8(B)(4) NMAC.

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

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

B. If the Agency terminates this Contract under this paragraph, the Contractor shall be entitled to compensation for work performed prior to termination in the amount of earned, but not yet paid, progress payments, if any, that the State Auditor has authorized as provided in Paragraph 3(D), supra. If the Contractor terminates this Contract under this paragraph, the Contractor shall repay to the Agency the full amount of any progress payments for work performed under the terms of this Contract.

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

D. The State Auditor may disqualify the Contractor from eligibility to contract for audit services with the State of New Mexico if the Contractor knowingly makes false statements, false assurances or false disclosures under this Contract. The State Auditor on behalf of the 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.

## **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 Section 2.2.2.8(G) NMAC, the Contractor may subcontract only with independent public accountants who have submitted completed and approved firm profiles as provided in Section 2.2.2.8(A) NMAC.

## **9. RECORDS AND AUDIT**

The Contractor shall maintain detailed time records that indicate the date, time, and nature of services rendered during the term of this Contract. The Contractor shall retain the records for a period of five (5) years from 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, its officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this



Contract. This paragraph does not release the Contractor from any liabilities, claims or obligations whatsoever arising from or under this Contract.

**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 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 the audited financial statements on their respective websites.

**13. CONFLICT OF INTEREST**

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Contractor certifies that the requirements of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

**14. INDEPENDENCE**

The Contractor affirms and represents its personal, external and organizational independence from the Agency in accordance with the *Government Auditing Standards 2003 Revision*, issued by the Comptroller General of the United States, and 2.2.2.8(H) NMAC. 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 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. **The engagement letter or any documentation included with the engagement letter shall not be interpreted to amend the contract.**

**16. MERGER**

This Contract incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or

understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

**17. APPLICABLE LAW**

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

**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 Agency's governing body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Agency's governing body, this Contract shall terminate upon written notice being given by the Agency to the Contractor. 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 agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws, rules, regulations and orders, the Contractor assures that no person in the United States shall, on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or serious medical condition, spousal affiliation, sexual orientation or gender identity be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If the Contractor is found not to be in compliance with these requirements during the life of this Contract, the Contractor agrees to take appropriate steps to correct these deficiencies.

**22. WORKING PAPERS**

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

B. The working papers of a predecessor Contractor are to be made available to a successor Contractor in accordance with SAS No. 84. Any costs incurred are to be borne by the requestor Contractor.

**23. DESIGNATED ON-SITE STAFF**

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

**24. INVALID TERM OR CONDITION**

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

**25. OTHER PROVISIONS**

IN WITNESS WHEREOF, the parties have executed this Contract as of the date of signature by the State Auditor.

**AGENCY**

**CONTRACTOR**

NAME: \_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

NAME: \_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

This Contract has been approved by:

**STATE AUDITOR**

BY: \_\_\_\_\_  
TITLE: DEPUTY STATE AUDITOR  
DATE: \_\_\_\_\_

State Auditor Contract No. 12-\_\_\_\_\_

By: \_\_\_\_\_  
Torrance County Manager

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

Printed Name: Wayne A. Johnson

Address: 205 S Ninth Street  
Estancia, NM 87016

By: \_\_\_\_\_  
Torrance County Attorney

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

Printed Name: John Butrick

Address: 205 S Ninth Street  
Estancia, NM 87016

By: \_\_\_\_\_  
Torrance County Purchasing Agent

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

Printed Name: Noah J. Sedillo

Address: 205 S Ninth Street  
Estancia, NM 87016

**BOARD OF COUNTY COMMISSIONERS**

**APPROVED, ADOPTED AND PASSED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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Ryan Schwebach  
Chair, District 2

---

Kevin McCall  
Commissioner, District I

---

Javier Sanchez  
Commissioner, District III

Attest:

---

Linda Jaramillo  
Torrance County Clerk

**APPENDIX C**

**COST RESPONSE FORM**

**Torrance County RFP TC-FY20-04  
Audit Professional Services for Torrance County**

State gross receipts and local option taxes (if any) shall not be included in the Total Proposed Annual Cost. Such taxes shall be separately reimbursed by the County.

OFFEROR NAME: \_\_\_\_\_

<b>SERVICES</b>	<b>AMOUNTS</b>
(1) Financial statement audit	
(2) Federal single audit (if required)	
(3) Financial statement preparation	
(4) Other non-audit services, such as depreciation schedule update	
(5) Other (i.e., component units, specifically identified)	

TOTAL PROPOSED ANNUAL COST \$ \_\_\_\_\_

**APPENDIX D**

**LETTER OF TRANSMITTAL FORM**

**Items #1 to 4 MUST EACH BE RESPONDED TO. Failure to respond to all four items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!**

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

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2. For the person authorized by the organization to contractually obligate the organization:

Name	
Title	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone Number	

5. Declarations:

- I certify that I am authorized to contractually bind my company.
- 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.
- I certify that my company/entity/organization commits to comply and act in accordance with (1) Federal Executive Orders and New Mexico State Statutes relating to the enforcement of civil rights, (2) Federal Code 5 USCA 7201 et. seq., Anti-Discrimination in Employment; (3) Executive Order No. 11246, Equal Opportunity in Federal Employment; (4) Title 6, Civil Rights Act of 1964; and (5) Requirements of the American with Disabilities Act of 1990 for work performed as a result of this RFP.

\_\_\_\_\_, 2020

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

## APPENDIX E

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

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

The following definitions apply:

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



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

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

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

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

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

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

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

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

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

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

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

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

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**--OR--**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

## APPENDIX F

### 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 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 unaward of the procurement involved if the statements are proven to be incorrect.



# ***Torrance County***

*P.O. Box 48  
205 South Ninth Street  
Estancia, New Mexico 87016  
505-544-4700*

***Ryan Schwebach,**  
Chair  
District 2*

***Kevin McCall**  
District 1*

***Javier Sanchez**  
District 3*

***Wayne A. Johnson**  
County Manager*

***John Butrick**  
County Attorney*

***Tracy Sedillo**  
Treasurer*

***Linda Jaramillo**  
Clerk*

***Jesse Lucero**  
Assessor*

***Martin Rivera**  
Sheriff*

***Josie Chavez**  
Probate Judge*

## **Attachment to Campaign Contribution Disclosure Form**

### **Current Torrance County Elected Officials**

Commissioner, District 1 – Kevin McCall

Commissioner, District 2 – Ryan Schwebach

Commissioner, District 3 – Javier Sanchez

Assessor – Jesse Lucero

Clerk – Linda Jaramillo

Probate Judge – Josie Chavez

Sheriff – Marty Rivera

Treasurer – Tracy Sedillo