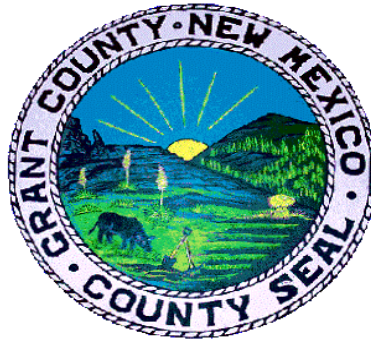


# GRANT COUNTY, NM



## REQUEST FOR PROPOSALS RFP NO: 20-04

### EXTERNAL AUDITOR SERVICES

**Release Date:** Friday, April 24, 2020

**Due Date/Time:** Friday, May 15, 2020, 3:00 p.m. (local time)

**Purchasing Contact:** Randy J. Hernandez, Chief Procurement Officer  
Grant County Administration Center  
1400 Highway 180 East, Silver City, NM 88061  
Phone: 575-575-0016  
Email: [rhernandez@grantcountynm.gov](mailto:rhernandez@grantcountynm.gov)

**Commodity Code Class  
& Description:** 94620 – Auditing

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### **SEQUENCE OF EVENTS**

	<b>Action</b>	<b>Responsibility</b>	<b>Date/Time/Location</b>
1	Issuance of RFP	County	04/24/2020
2	Pre-Proposal Conference & Location	County	None
3	Notice to County of Intent to Propose ( <i>mandatory</i> )	Potential Offerors	05/01/2020, 5:00 p.m. (local time)
4	Proposal Question Deadline	Potential Offerors	05/06/2020, 5:00 p.m. (local time)
5	Response to Written Questions	County	05/08/2020
<b>6</b>	<b>Submission of Proposals</b>	<b>Offerors</b>	<b>05/15/2020, 3:00 p.m. (local time)</b>
7	Proposal Evaluation	Evaluation Committee	05/18/2020 – 05/21/2020
8	Selection of Finalists / Best and Final Offers	Evaluation Committee & Finalist(s)	05/22/2020
9	Proposal Presentations/Interviews ( <i>optional</i> )	Evaluation Committee & Finalist(s)	05/26/2020
10	Contract Award	County	06/18/2020
11	Protest Deadline	Offeror(s)	07/03/2020
12	Contract Initiation	County & Contractor	07/06/2020

#### **Introduction**

The County of Grant is requesting competitive sealed proposals for the selection of a highly qualified firm to provide External Auditor Services. Offerors must demonstrate the professional knowledge, experience, and technical expertise required to complete this project.

The scope of this solicitation shall include the performance of the County’s annual audit of fiscal activities in accordance with the New Mexico State Audit Rule. Offerors must be able to conduct the Financial Audit Statement, Federal Single Audit, Financial Statement Preparation, and any component units identified under the County.

#### **Description**

A copy of this RFP can be obtained from Grant County’s website at [www.grantcountynm.gov](http://www.grantcountynm.gov) until the expiration date of this solicitation. It is incumbent upon the Offeror to check the website for additional information and/or addenda. The RFP can also be obtained from Randy J. Hernandez, Chief Procurement Officer, Grant County Manager’s Office, 1400 Highway 180 East, Silver City, New Mexico 88061. If you have any questions, please call (575) 574-0016 or email [rhernandez@grantcountynm.gov](mailto:rhernandez@grantcountynm.gov).

Written questions regarding the substance of the RFP or scope of services must be submitted via e-mail to the purchasing contact listed above no later than the Proposal Question Deadline indicated above.

Sealed Responses are due prior to the Proposal Due Date indicated above and must be delivered to the Purchasing Contact listed on the cover of this RFP. Proposals received after the due date and time **will not** be accepted.

## **Definition of Terminology:**

This section contains definitions and abbreviations that are used throughout this procurement document.

"**Agency**" or "**Purchasing Agency**" means the County, County of Grant and Grant County.

"**Chief Procurement Officer**" means the person holding the position as the head of the central procurement office for the County of Grant, may also be referred to as "Purchasing Agent" or "Procurement Manager" or "CPO"

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

"**Contract Administrator**" means the individual designated by the Agency to administer the contract after it has been executed.

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

"**Determination**" means the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

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

"**Evaluation Committee**" means a body appointed by the Agency management and/or the Chief Procurement Officer to perform the evaluation of Offeror proposals.

"**Evaluation Committee Report**" means a document prepared by the Procurement Manager and the Evaluation Committee for submission to the Agency management and the Chief Procurement Officer for contract award. It contains all written determinations resulting from the procurement and contains one or more recommendations regarding contract award.

"**Finalist**" is defined as 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.

"**Key Personnel**" means the staff provided by a Contractor or a Subcontractor with the responsibility for the overall performance of the Contract. Key Personnel may appear on-site.

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

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

"**Procurement Manager**" means the person or designee authorized by the Agency and/or the Chief Procurement Officer to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"**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, 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.

"**Responsible Offeror**" means an Offeror who submits a responsive proposal and who has furnished, when 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 described in the RFP.

"**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 or delivery requirements.

## **Procurement Library**

New Mexico Procurement Code

<https://laws.nmone.com/w/nmos/Chapter-13-NMSA-1978#!b/a1>

Grant County Purchasing Policy

<https://grantcountynm.gov/departments/finance/purchasing/>

## **SECTION 1 - INSTRUCTIONS**

### **1) COMMUNICATIONS**

In an effort to create a more competitive and unbiased procurement process, the County has established a single point of contact throughout the procurement process. From the issue date of this RFP, until a successful Offeror(s) is selected, all requests for clarification or additional information regarding this RFP or contacts with County personnel concerning this RFP or the evaluation process must be solely to the contact person (or designee) listed on the cover page of this RFP.

The Offeror, including any person affiliated with or in any way related to the Offeror, is strictly prohibited from any contact with members of the Board of County Commission or County staff on any matter having to do in any respect with this RFP other than outlined herein. Questions and requests for information regarding this RFP, site visits or other requirements shall be presented to the County as prescribed in this RFP. Failure by any Offeror to adhere to this prohibition may, at the sole discretion of the County, result in disqualification and rejection of any proposal. Offerors shall have no claim against the County for failure to obtain information made available by the County which the Offeror could have remedied through the exercise of due diligence.

### **2) PRE-RESPONSE INFORMATION AND QUESTIONS**

Each response that is timely received will be evaluated on its merit and completeness of all requested information. In preparing responses, Offerors are advised to rely only upon the contents of this RFP, its accompanying documents and any written clarifications or addenda issued by the County. If an Offeror finds a discrepancy, error, or omission in the RFP package, or requires any written addendum thereto, the Offeror is requested to notify the Purchasing Contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Offerors. All questions must be submitted in writing to the Purchasing Contact only before the Pre-Response Question Deadline indicated on the front of this document. *The County is not responsible for any oral instructions.*

### **3) RFP MODIFICATIONS**

Clarifications, modifications, or amendments may be made to the RFP at any time prior to the Response Deadline at the discretion of the County. Potential Offerors must return the **mandatory** "Notice to County of Intent to Propose" Form (Appendix A) in order to submit a proposal. This form may be hand-delivered, returned by facsimile, electronic mail, registered mail, certified mail, or any other type of carrier by the deadline stated. This is to ensure your company is placed on the Procurement Distribution List to be notified of any change or amendments to the RFP documents, and written answers to inquiries.

### **4) PRE-PROPOSAL CONFERENCE**

The date, time and location of the meeting (if any) are indicated on the Sequence of Events (page 2) this RFP. All Offerors are strongly encouraged to attend any scheduled meetings.

### **5) RESPONSE SUBMISSION**

To be considered, the Response must be prepared in the manner and detail specified in this RFP.

- a. Responses must be submitted to the Purchasing Contact before the date and time indicated as the deadline. It is each Offeror's responsibility to ensure that the Purchasing Contact receives its Response prior to the deadline. This responsibility rests entirely with the Offeror, regardless of delays resulting from postal handling or for any other reasons. Responses will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, except for holidays observed by the County.
- b. Responses received after the above deadline will not be accepted and will be returned to the Offeror unopened. The Chief Procurement Officer's timestamp shall be the official time.
- c. The opening of a Response does not constitute the County's acceptance of the Offeror as a responsive and responsible Offeror.
- d. Responses must be enclosed in a **sealed envelope, box, or package**, and clearly marked on the outside with the following: 1) Project Name, 2) RFP Number, 3) Deadline Date and time, and 4) Offeror's Name, Address, Phone, Email Address, and Contact Name.
- e. Submission of a Response establishes a conclusive presumption that the Offeror is thoroughly familiar with the RFP and specifications and terms of the Sample Contract, and the County's Procurement Policy and that the Offeror understands and agrees to abide by each and all of the stipulations and requirements contained therein.
- f. All prices and notations if applicable must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Response must initial corrections in ink.
- g. Responses sent by telegraph, facsimile, or other electronic means will not be considered.

- h. All costs incurred in the preparation and presentations of the Response, as well as any resulting contract, are the Offeror's sole responsibility; no such costs will be reimbursed to any Offeror. All documentation submitted with the Response will become the property of the County.
- i. Responses are subject to public disclosure after the award in accordance with state law under the Freedom of Information Act (FOIA).

**6) RESPONSE SIGNATURES**

An authorized official must sign the Responses. Each signature represents binding commitment upon the Offeror to provide the goods and/or services offered to the County if the Offeror is determined to be the most responsive and responsible Offeror.

**7) CONTRACT AWARD**

The County reserves the right to withdraw the RFP, to award to one Offeror, to any combination of Offerors, by item, group of items, or total RFP. The County may waive informalities if it is in the County's interest. The award shall be made to the responsive and responsible Offeror whose proposal is the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. Responses will be evaluated and assigned scores. The Offeror(s) to whom the recommendation to award is made will be notified at the earliest possible date. The County will then negotiate a contract with the top ranked Offeror for a firm fixed price agreeable to both parties. If, for any reason, a contract is not executed with the selected Offeror within fourteen (14) days, then the County may recommend the next most responsive and responsible Offeror. Award of this RFP is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Offeror's RFP does not constitute a binding contract. There is no contract until the County's policies have been fulfilled. The County is not liable for performance costs until the successful Offeror has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Offeror non-responsive.

**8) RESPONSE MODIFICATIONS**

Clarifications, modifications, or amendments to any Response that has been submitted, but prior to the Response Deadline Date, may be made only within the discretion and written approval of the Chief Procurement Officer.

**9) DUPLICATE RESPONSES**

No more than one (1) Response from any Offeror, including its subsidiaries, affiliated companies and franchisees will be considered by the County. In the event multiple Responses are submitted in violation of this provision, the County will have the right to determine which Response will be considered, or at its sole option, reject all such multiple Responses.

**10) WITHDRAWAL**

Responses may only be withdrawn by written notice prior to the Deadline date set for the opening of Response. No Response may be withdrawn after the deadline for submission.

**11) REJECTION**

The County reserves the right to reject any or all Responses, or to accept or reject any Response in part, and to waive any minor informality or irregularity in Responses received, if it is determined by the Chief Procurement Officer or designee that the best interest of the County will be served by doing so. The County may reject any Response from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Offeror is debarred by the County from consideration for a contract award, or if Offeror has committed a violation of the ethics or anti-kickback provisions of the County's Procurement Policy which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.

**12) PROCUREMENT POLICY**

Procurement for the County will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The Chief Procurement Officer has the vested authority to execute all County contracts, subject to Board approval where required.

**13) COMPLIANCE WITH LAWS**

The Offeror must comply with all federal, state, and local laws and policies. The laws of the State of New Mexico shall govern this procurement and any agreement with Offerors that may result. In submitting a proposal, the Offeror represents that the Offeror has familiarized himself with the nature and extent of the RFP dealing with federal, state, and local requirements that are part of this RFP. The successful Offeror(s) shall perform work under the resultant Contract in strict accordance with the latest version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the successful Offeror(s). In the event of a conflict between various codes and standards, the more stringent shall apply.

**14) CONFIDENTIALITY**

It is understood by the Offeror and the County, that the County is a New Mexico local public body and, as such, is subject to the provisions of the New Mexico Inspection of Public Records Act, Section 14-2-1 through 14-2-12 NMSA 1978 and the Public Records Act, Chapter 14 Article 3 NMSA 1978. In the event Offeror has responded to a County RFP and marked all or any part of the information submitted as "CONFIDENTIAL INFORMATION" or as "PROPRIETARY INFORMATION," the County

agrees to notify Offeror of any third party request for any rates, terms, compensation amounts, or other information documented in the Purchase Order, Agreement, or Contract. To the extent Offeror provides the County with written direction to withhold such requested Confidential Information or Proprietary Information and litigation results, Offeror agrees that the action would be brought in a New Mexico court of competent jurisdiction under New Mexico law. Offeror, being aware of said facts, agrees to provide legal counsel on behalf of the County in any such litigation and shall bear the complete cost of litigation, including attorney fees and court costs. If Offeror fails or refuses to provide legal counsel at its expense within ten (10) calendar days after written notification, as aforesaid, such failure may result in the County agreeing to release the Purchase Order, Agreement, or Contract or any portion thereof which is relevant to the denied request.

Confidential data are 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-1 to §57-3A-7 NMSA, 1978.

**15) NON-DISCRIMINATION**

The County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Offeror must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts. The Offeror must include in its subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.

**16) NO RESPONSE**

Businesses who receive this RFP but who do not submit a Response should return a notice stating the reason(s) for not responding. Failure to return this may result in removal of the business' name from all bidder lists.

**17) CONTRACT NEGOTIATION**

All Responses must be firm for at least 120 days from the due date of the Response. If, for any reason, a contract is not executed with the selected Offeror within 30 days after notice of recommended award, then the County may recommend the next most responsive and responsible Offeror. There is no contract until the County's policies have been fulfilled.

**18) DISQUALIFICATION OF OFFERORS**

Any one or more of the following causes may be considered sufficient for the disqualification of an Offeror and the rejection of the Response:

- a. Evidence of collusion among Offerors.
- b. Lack of competency as revealed by either financial, experience, or equipment statements.
- c. Lack of responsibility as shown by past work.
- d. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.

**19) DISCUSSIONS**

Discussions may be conducted with responsible Offerors, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Offerors who submit Responses determined to be reasonably susceptible of being elected for award, but Responses may be accepted without such discussions.

Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of Responses. Such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. The Offeror shall reduce any substantial oral clarification of a Response to writing.

**20) SUBCONTRACTORS**

In an effort to promote supplier diversity, the County encourages Offerors to identify and include qualified disadvantaged businesses as subcontractors when proposing to provide products and services to the County. The Contract will not be assignable to any other business entity without the County's approval.

**21) OFFEROR RESPONSIBILITIES**

The Offeror must be capable, either as a firm or a team, of providing all services as described under the Scope of Work and to maintain those capabilities until notification of the fact that their Response was unsuccessful. Exclusion of any service for this Response may serve as cause for rejection. The Successful Offeror must remain capable of providing all services as described under the specifications and scope of work described in this proposal and must maintain those capabilities until the agreement is successfully finished. The successful Offeror will be responsible for all services in this Response whether they are provided or performed by the Successful Offeror or Subcontractor(s). Further, the County will consider the Successful Offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract. The Successful Offeror must identify all Subcontractors and the Services they provide. The Successful Offeror is responsible for all payments and liabilities of all Subcontractor(s). The County reserves the right to approve or reject, in writing, any proposed Subcontractor. If the County rejects any proposed Subcontractor in writing, the Successful Offeror shall be responsible to assume the proposed Subcontractor's responsibilities. The Successful Offeror may propose another Subcontractor if it does not jeopardize the effectiveness or efficiency of the contract. Nothing contained in the Response or in the contract shall create or be construed as creating any contractual relationship between any Subcontractor and the County.

**22) COUNTY PARTICIPATION**

The County will provide appropriate personnel support for implementation of these agreements. The Offeror's Response should identify any County Full-Time Employees required and tasks to be performed by County personnel. For the purpose of contract administration, the County will designate a person to serve as County Contract Manager. The County Contract Manager will serve as the primary liaison between the County and the Successful Offeror and will coordinate overall management and administration of the contract for the County.

**23) DISCLOSURE OF CONTENTS**

All information provided in the response shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the Response becomes the property of the County and may be returned only at the County's option.

Offerors must make no other distribution of their Responses other than authorized by this RFP. An Offeror who shares cost information contained in its Response with other County personnel or competing Offeror personnel shall be subject to disqualification. Offerors shall not be provided any information about other Responses or prices or where the Offeror stands in relation to others at any time during the evaluation process. Any request for such information by an Offeror, its subcontractor or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Offeror may be eliminated from further consideration.

**24) PROPOSAL EVALUATION**

An Evaluation Committee will perform the evaluation of proposals. Points will be allocated by each member. Each member's point totals will be translated into a numeric ranking of all proposals. The individual member rankings will be totaled together to determine the overall ranking of proposals.

It is at the discretion of the Evaluation Committee to hold interviews with the three highest-ranked proposals. The Evaluation Committee may award the selection based on the results of the ranking without interviews. If fewer than three proposals are received the Evaluation Committee may recommend an award to the Governing Body for approval or direct that the RFP be reissued.

During this time, the County may 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.

**25) PROTESTS**

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. 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 County. The protest must be delivered to the Purchasing Contact within twenty-four (24) hours after the facts or occurrences giving rise thereto, but in no case later than fifteen (15) calendar days after the facts or occurrences giving rise thereto. Protests received after the fifteen (15) day period deadline will not be accepted.

In the event of a timely protest under this section, the County shall not proceed further with procurement unless the Chief Procurement Officer makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978).

The Chief Procurement Officer or designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. The Chief Procurement Officer or designee shall promptly issue a determination relating to the protest. The aggrieved Offeror has the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.

**26) 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.

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

**28) CHANGE IN CONTRACTOR REPRESENTATIVES**

The County reserves the rights to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately. If the contractor wishes to change its designated representative, that change must be approved by the County.

- 29) **NOTICE**  
The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
- 30) **COUNTY RIGHTS**  
The County of Grant reserves the right to accept all or a portion of an Offeror's proposal.
- 31) **MULTIPLE AWARDS**  
The County does not intend to make multiple awards; however, the County reserves the right to make multiple awards of the items, projects and/or sections of this RFP.
- 32) **RIGHT TO PUBLISH**  
Throughout the duration of this procurement process and contract term, potential Offerors and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.
- 33) **OWNERSHIP OF PROPOSALS**  
All documents submitted in response to this Request for Proposals shall become the property of the County. However, any technical or user documentation submitted with the proposals of non-selected Offerors shall be returned after the expiration of the protest period. Unsuccessful Offerors may retrieve all but one copy of their proposal as soon as award is made. Any unsuccessful Offeror wishing to retrieve copies of their proposal must do so within two weeks after the award.
- 34) **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.
- 35) **STATUS OF SUCCESSFUL OFFERORS.**  
The successful Offeror(s) is an independent contractor performing services for the County and neither he/she nor his/her agents or employees shall, as a result of the resultant contract, accrue leave, retirement, insurance, bonding authority, use of County vehicles, or any other benefits, prerequisites or allowances normally afforded only to employees of the County. The successful Offeror(s) acknowledges that all sums received under the resultant contract are personally reportable by him/her for income, self-employment and other applicable taxes.
- 36) **ASSIGNMENT/TRANSFER**  
Assignment or transfer of this contract without written consent of County may be construed by the County as a breach of contract sufficient to cancel this agreement at the discretion of the County.
- 37) **EXCISE AND SALES TAX**  
The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if applicable, must be included by the Seller when submitting invoice for payment.
- 38) **DEBARMENT, SUSPENSION, AND INELIGIBILITY**  
By submitting a response to this Request for Qualifications, the business (Bidder/Offeror/Contractor) represents and warrants that it is not debarred, suspended, or placed in ineligibility status under the provisions of Federal Executive Order 12549 and FAR 521.209-5.
- 39) **PROCUREMENT UNDER EXISTING CONTRACTS**  
In accordance with NMSA 13-1-129 of Procurement Code, Offerors are hereby notified that other government entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for the goods or services included in this procurement document with the awarded contractor. Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity, with no obligation by Grant County.
- 40) **RESPONSIBLE OFFERORS**  
In accordance with NMSA 13-1-83 of the Procurement Code, Offerors to whom award of an Agreement is under consideration shall submit upon request, information and data to prove that their financial resources, production of service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in this Request for Proposals.
- 41) **CONTRACT TERM**  
The County intends to enter into an initial one (1) year contract with the successful Offeror(s) for the services contemplated by this RFP. The County reserves the right to extend the contract, on an annual basis and by mutual agreement, for up to two (2) additional years. The term of the contract, including all renewals/extensions, shall not exceed three (3) years. Any such contract will be subject to approval by the governing body, availability of funds and other terms and conditions. Subsequent contract for the same services will be subject to a new RFP process and to the governing body approval as called for by law and County policies. The successful firm shall commence work only after the full execution of a contract between the County and the chosen firm(s), the transmittal of a Purchase Order or with an issuance of a Notice to Proceed.



42) **INSURANCE**

The successful firm will be required to provide proof of, and maintain, insurance prior to performing work for the County. The requirements are as follows:

- a. Professional Liability:
  - Minimum \$1,050,000.00 aggregate
- b. Workers Compensation:
  - Contractor shall comply with the provisions of the Worker's Compensation Act
- c. Increased Limits:
  - If, during the life of this Agreement, the Legislature of the State of New Mexico increase the maximum limits of liability under the Tort Claims Act (NMSA 1978, Section 41-4-1 et seq., Contractor shall increase the maximum limits of any insurance required herein.
- d. Malpractice/Errors & Omissions Insurance (if applicable):
  - Contractor shall procure and maintain during the life of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than \$1,050,000.00 per occurrence, \$2,000,000.00 per aggregate.
- e. Grant County Named as Additionally Insured:
  - This condition is required for all insurances requested except Professional Liability.

Coverage must be as broad as the coverage provided to the insured. Coverage must be primary and non-contributory before any other insurance or self-insurance. A copy of endorsement for this coverage must be provided. The certificate must state that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

*(Remainder of Page Intentionally Left Blank)*

## **SECTION 2 - SPECIFICATIONS AND SCOPE OF SERVICES**

### **1) INTRODUCTION**

In accordance with the Audit Act, NMSA 1978, Sections 12-6-1 through 12-6-14, the Office of the State Auditor (OSA) has authorized the County to seek proposals for our annual audit of Fiscal Year 2020 and subsequent years.

The purpose of this solicitation is to enter into a contract with a highly qualified firm that will be ready and able to provide External Auditor Services for the County of Grant, if and when funding becomes available and the County is ready and willing to proceed. Offeror's must demonstrate they have the professional knowledge, experience, and technical expertise required to complete this project.

The County of Grant exists to provide structure and order to enable the people to address their common need for safety, wellness and community development. Services are provided through innovative leadership and teamwork in a fair, respectful, professional, and fiscally responsible manner.

### **2) SCOPE OF SERVICES**

Offeror's must be qualified, through the OSA to perform governmental audit work in the State of New Mexico under the Audit Rule. Offeror's must be able to perform annual audits of all Grant County financial activities in accordance with the New Mexico State Audit Rule, relevant statutes, laws and regulations.

Independent External Auditor Services are being sought for the following:

- Financial Statement Audit
- Federal Single Audit
- Financial Statement Preparation
- Other component units as determined by Grant County

### **3) CONTRACT TERM**

The County intends to enter into an initial one (1) year contract with the successful Offeror for the services contemplated by this Request for Proposals. The County reserves the right to extend the contract, on an annual basis and by mutual agreement, for up to two (2) additional years with the concurrence of the OSA. The term of the contract, including all renewals/extensions, shall not exceed three (3) years.

Any such contract will be subject to approval by the governing body, availability of funds and other terms and conditions. Subsequent contract for the same services will be subject to a new RFP process and to the governing body approval as called for by law and County policies. The successful firm shall commence work only after the full execution of a contract between the County and the chosen firm(s), the transmittal of a Purchase Order with an issuance of a Notice to Proceed. The successful Offeror's contract will be submitted through the OSA-Connect Portal and will be sent electronically for review and approval by the OSA.

*(Remainder of Page Intentionally Left Blank)*

## **SECTION 3 – SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA**

### **1) NARRATIVE RESPONSE PROPOSAL**

While compiling your proposal, the following items must be addressed in a narrative response format:

#### **Submittal Letter**

Submit a formal transmittal letter on *official company letterhead* that contains the Offeror's general interest and capability to perform. It shall also include a brief summary of any information that you feel might be especially important to the County. Include a declaration of acknowledgement of the proposal response life of at least one hundred twenty (120) calendar days from the solicitation due date. Include a statement of acceptance of all terms and conditions of the RFP or state any conditions that are not accepted the reasons for non-acceptance. Include the name, title, address, telephone number, fax number and e-mail address; this contact person will be used for any questions regarding your proposal. An authorized representative must sign this letter.

#### **Introduction and Background**

Provide an overview of current and prior experience in work same or comparable to the scope of work required in this request for proposals. Include years of experience providing services for similar institutions of comparable size and complexity. Demonstrate firm's ability to act in this capacity for the County, demonstrate industry performance indicating the ability of Offeror to perform the required services in a timely, effective and efficient manner; capability to handle proposed workload.

#### **Qualifications of Principal Personnel**

Background, qualifications, education, training and years of experience of key personnel to be involved in these services shall be included. Indication of special skills or strengths of key personnel should be submitted, if applicable. Include all areas of work that is to be performed by the subcontractor(s). The same information shall be included for any subcontractor the Offeror has indicated to be part of the project team.

#### **Past Record of Performance and References**

Include a list of all same or similar projects and client names and telephone numbers of clients for which these services have been performed, currently or in the recent past. Please do not include Grant County Personnel. If your company has completed prior projects for Grant County, performance on those projects will be considered.

Please note that required references must be submitted but may or may not be contacted at the discretion of the Evaluation Committee. Provide your business location and indicate previous projects complete in Grant County or vicinity.

#### **Response and Approach to Requested Scope of Services**

Provide a separate in-depth response to the requested Scope of Services with an itemized description of services to be offered and an indication of capabilities to provide these services for Grant County. Any services that cannot be provided as required should be noted. Offerors are particularly encouraged to address all points that will be evaluated as described in the evaluation criteria. If a factor of evaluation is not adequately responded to by the Offeror, the Offeror may be determined to be non-responsive.

#### **Cost**

A separate fee proposal shall be included for Grant County (Appendix C) which will list your firms pricing for the services requested by this RFP.

## 2) EVALUATION CRITERIA

An Evaluation Committee will evaluate all responses; the following factors will be considered in making the selection of the qualified Offerors with one thousand (1,000) maximum possible points.

### Capability of Firm

**50 Points**

Offeror should have demonstrated their ability to provide sufficient competence and meet time schedules. The Offeror must demonstrate that they have the adequate resources to perform the type and size of audit required by identifying the number of key personnel that will be dedicated to the County's audit and identify the total audit hours available.

### External Quality Control Review (Peer Review)

**100 Points**

Offeror should have included their Peer Review results, including a copy of the external quality control review report and any letters or comments. Offeror's should have provided referenced and prior experiences which speak to their timeliness, planning, and technical expertise.

### Organization and Completeness of Proposal

**100 Points**

Offeror should have submitted a proposal that is complete and organized with their approach to the project that contains concise written material that enable a clear understanding and evaluation of their capabilities. Legibility, clarity and completeness are essential.

### Work Requirement and Audit Approach

**250 Points**

Offeror should have demonstrated their knowledge of the County's needs and the product that needs to be delivered. The proposal should contain a sound technical plan and a realistic estimate of time to complete the audit for the current fiscal year and any work efforts for subsequent years.

### Technical Experience

**350 Points**

Offeror should have demonstrated their experience auditing governmental agencies. The proposal should highlight their overall experience and specialization in government (e.g. state agencies, schools, hospitals, counties, cities, etc.), including component units. The proposal should highlight their key personnel's attendance in continuing professional education seminars or meetings on auditing, accounting and regulations directly related to local government audits and the agency.

### Other Strengths

**50 Points**

Offeror should have highlighted any specific strengths that are directly related to their firm that would positively impact the County.

### Cost

**100 Points**

Offeror should have completed the Cost Proposal Form (Appendix C). The following formula will be used to award points for cost. Lowest cost divided into your cost, multiplied by one hundred (100) will determine your points for this section.

$$\frac{\text{Lowest Offeror's Cost}}{\text{Your Cost}} \quad (\text{divided by}) \quad \times \quad (\text{multiplied by}) \quad 100 \quad = \quad \text{Points}$$

### Resident Business/Resident Veteran Business Preference

**50 or 100 Additional Points**

The County will award an additional fifty (50) points (1,000 x 5%,) to a resident business OR one hundred (100) points (1,000 x 10%,) to a resident veteran business that has annual gross revenues of up to three million (\$3,000,000.00) in the preceding tax year as outlined in sections 13-1-21 thru 13-1-22 NMSA 1978. The Resident Business/Veteran Business Preference Certification Form (Appendix D) must be completed. The County will not award Offerors both a resident business preference and a resident veteran business preference.

### 3) PROPOSAL FORMAT REQUIREMENTS

#### **Number of Copies**

One (1) unbound original, plus five (5) copies (six total) and one (1) PDF copy on a USB drive containing no other material than the entire Response must be submitted. The original must be marked "ORIGINAL." Each copy, including the electronic copy, must be identical to the original.

#### **Response Format and Proposal Organization**

To facilitate comparison and evaluation, Offerors must follow the format outlined in this "Narrative Response Proposal" section. Failure of the Offeror to follow the required format may at the sole discretion of the County, result in the rejection of the submittal. Proposals shall contain concise written material and illustrations that enable a clear understanding and evaluation of the capabilities of the Offeror. Legibility, clarity and completeness are essential. Your proposal should be as clear and concise as you can make it while still providing the Evaluation Committee with the information addressing the requirements in each of the categories stipulated in the RFP. Submittals may utilize either single-sided or double-sided copying and be bound with numbered tab dividers corresponding to the requirements contained in the balance of this section.

The proposal must be organized in the following manner:

- 1) Submittal Letter/Introduction and Background
- 2) Qualifications of Principal Personnel
- 3) Past Record of Performance and References
- 4) Response and Approach to Requested Scope of Services
- 5) Required Forms

#### **Maximum Page Limitations and Exclusions**

Proposals shall not exceed twenty (20) pages in length. Double-sided pages must be numbered separately and will be counted as two (2) pages. Any 11"x17" pages will be counted as two (2) pages and any 24"x36" pages will be counted as four (4) pages. Proposals exceeding the maximum page limitation will be rejected and will not be evaluated. The page limitation will only be increased by addendum.

The following pages will be *excluded* from being counted as part of the maximum page limitation:

- 1) Front and Back Covers
- 2) Title Page
- 3) Table of Contents
- 4) Page Dividers
- 5) Mandatory Forms
- 6) The Agreement, other certifications

*(Remainder of Page Intentionally Left Blank)*

## **SECTION 4 – REQUIRED FORMS & SAMPLE CONTRACT**

- Appendix A: Notice to County of Intent to Propose *(Due 05/01/2020, by 5:00 p.m.)*
- Appendix B: RFP Response Form
- Appendix C: Cost Proposal Form
- Appendix D: Resident Business/Resident Veterans Preference Certification Form
- Appendix E: Campaign Contribution Disclosure Form
- Appendix F: Certification of Offeror/Bidder Regarding Debarment  
Certification Regarding Lobbying  
Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions  
Trade Restriction Certification
- Appendix G: OSA Sample Contract

**GRANT COUNTY, NM  
NOTICE TO COUNTY OF INTENT TO PROPOSE**

**RFP 20-04: External Auditor Services**

The undersigned agrees that he/she has received a complete copy of the RFP. Proposals will only be accepted from those Offerors who sign and return this form by the date and time listed herein. Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all Offeror written questions and the Owner's written responses to those questions, as well as any RFP addenda that may be issued. Responses submitted without this form on file will be rejected as non-responsive.

This mandatory form must be returned on, or before, **05/01/2020 by 5:00 p.m. MST**, to:

Randy J. Hernandez, Chief Procurement Officer  
Grant County Manager's Office  
1400 Highway 180 East, Silver City, New Mexico 88061  
Email: [rhernandez@grantcountynm.gov](mailto:rhernandez@grantcountynm.gov)  
Fax: 575-574-0073

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

**REPRESENTED BY:** \_\_\_\_\_  
*Printed Name & Title*

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

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**ALTERNATE CONTACT PERSON:** *This alternate may be used for all correspondence related to the RFP if the Representative indicates herein.*

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **E-MAIL:** \_\_\_\_\_

**PLACE AN 'X' ON THE APPROPRIATE STATEMENT BELOW AND RETURN FORM TO THE PROCUREMENT MANAGER LISTED HEREIN:**

\_\_\_\_\_ Firm **DOES** intend to respond to this RFP    **OR**    \_\_\_\_\_ Firm **DOES NOT** intend to respond to this RFP

**Authorized Signature:** *Signature of person authorized to sign for your firm.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Appendix B

**GRANT COUNTY, NM  
RFP RESPONSE FORM**

*Failure to complete this form shall result in your Response being deemed non-responsive and rejected without further evaluation.*

**TO: COUNTY OF GRANT**

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work/services, conditions, specifications, and addenda in the Request for Proposals.

**ADDENDA:** The undersigned has read, understands and is fully cognizant of the Information to Offerors, Offer and Form of Contract, all exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

**OBLIGATION:** The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the County, for the term as stated herein, and to enter into a Contract with the County, in accordance with the Conditions, Scope and Terms, as well as the Form of Contract, together with any written addendum as specified above.

**COMPLIANCE:** The undersigned hereby accepts all administrative requirements of the RFP and will comply with such requirements. By submitting this Response Form, the Offeror represents that: 1) the Offeror is in compliance with any applicable ethics or anti-kickback provisions of the County's Purchasing Policy, and 2) if awarded a contract to operate the Concession or provide the Services required in the RFP, the Offeror will comply with the ethics and anti-kickback provisions of the Purchasing Policy.

**NON-COLLUSION:** The undersigned, by submission of this Response Form, hereby declares that this Response is made without collusion with any other business making any other Response, or which otherwise would make a Response.

**PERFORMANCE GUARANTEE:** The undersigned further agrees that if awarded the Agreement, it will submit to the County any required performance guarantee (i.e. performance and payment bond).

**SUBMITTAL REQUIREMENTS:** The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder and will be the contact person for clarifications on this proposal.**

Firm Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Fax: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

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

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Notary Public: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

(seal)



Appendix C

**GRANT COUNTY, NM  
COST PROPOSAL FORM**

Firm Name: \_\_\_\_\_

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

Category	FYE 06/30/2020		FYE 06/30/2021		FYE 06/30/2022	
	Hours	Cost	Hours	Cost	Hours	Cost
Financial Statement Audit						
Financial Statement Preparation						
Federal Single Audit						
Other Allowed Non-Audit Services						
Component Units						
Other (Specify)						
Subtotal Amount						
Gross Receipts Tax Amount						
<b>TOTAL</b>						

\*Offeror may attach additional sheets as needed

Printed Name/Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**GRANT COUNTY, NM  
RESIDENT BUSINESS/RESIDENT VETERAN BUSINESS PREFERENCE CERTIFICATION FORM**

Offeror's Name: \_\_\_\_\_ hereby certifies the following concerning application of the Resident Business or Resident Veterans Business Preference to this RFP as described in sections 13-1-21 thru 13-1-22 NMSA 1978.

**Resident Business/Veteran Business Certificate No:** \_\_\_\_\_

\_\_\_\_\_ I declare that my firm is eligible to receive the **New Mexico Resident Business Preference** of five percent (5%), equivalent to fifty (50) points, towards my proposal evaluation.

OR

\_\_\_\_\_ I declare that my firm is eligible to receive the **New Mexico Resident Veterans Business Preference** of ten percent (10%), equivalent to one hundred (100) points, towards my proposal evaluation.

OR

\_\_\_\_\_ My firm *is not* eligible to receive either of the preferences stated above.

**Certification:**

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 veteran's preference, I agree to report to the State's Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded 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.

**Authorized Signature:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

**GRANT COUNTY, NM  
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 Page 2 of 3 DFA Disclosure form/April, 2006 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.

**GRANT COUNTY, NM  
CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Elected Officials Listing

Chris M. Ponce, Commissioner  
Javier Salas, Commissioner  
Alicia Edwards, Commissioner  
Gerald W. Billings, Jr., Commissioner  
Harry Browne, Commissioner

Raul Turrieta, Assessor  
Marisa Castrillo, Clerk  
Mary Ann Sedillo, Probate Judge  
Frank Gomez, Sheriff  
David Steve Armendariz, Treasurer

Contribution made by: \_\_\_\_\_

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

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

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

Amount(s) of Contributions(s) \_\_\_\_\_

Nature of Contributions (s) \_\_\_\_\_

Purpose of Contributions(s) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

**OR**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

**GRANT COUNTY, NM**  
**CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (  ) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

1. The applicant represents that it is (  ) is not (  ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. The applicant represents that it is (  ) is not (  ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Company Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

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

Appendix G

**GRANT COUNTY, NM  
OSA SAMPLE CONTRACT  
STATE OF NEW MEXICO AUDIT CONTRACT  
(Counties)**

hereinafter referred to as the “Agency,” and

hereinafter referred to as the “Contractor,” agree:

**As required by the Audit Rule, NMAC Section 2.2.2.1 et seq., Contractor agrees to, and shall, inform the Agency of any restriction placed on Contractor by the Office of the State Auditor pursuant to NMAC Section 2.2.2.8.E, 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 following applicable statements and schedules of the Agency for the period from \_\_\_\_\_.

- (1) Basic Financial Statements consisting of the government-wide financial statements, fund financial statements, budgetary comparison statements for the general fund and major special revenue funds (GASB 34, footnote 53), and the notes to the financial statements;
- (2) Required supplemental information (RSI), if applicable, consisting of budgetary comparison schedules for the general fund and major special revenue fund data presented on a fund, organization, or program structure basis because the budgetary information is not available on the GAAP fund structure basis for those funds (*GASB Statement No. 41, Budgetary Comparison Schedules—Perspective Differences an amendment of GASB Statement No. 34*) must be audited and included in the auditor’s opinion (AAG-SLV 14.52);
- (3) Supplemental Information (SI) that must be audited and included in the auditor’s opinion (AAG-SLV 14.52), if applicable, consisting of:
  - (a) Component unit fund financial statements and related combining statements (if there are no separately issued financial statements on the component unit per AAG-SLV 3.20);
  - (b) Combining financial statements;
  - (c) Individual fund budget comparison statements for remaining funds that have an adopted budget, including proprietary funds, that did not appear as basic financial statement budget comparisons for the general fund, major special revenue funds or as RSI as described above; and
  - (d) Remaining supplemental information on schedules as required by NMAC Section 2.2.2.10.A(2)(f).

B. The contractor shall apply certain limited procedures to the following required supplemental information (RSI), if applicable, and report deficiencies in or the omission of required information in accordance with the requirements of AU-C 730.05 to 730.09:

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

C. The audit shall be conducted in accordance with auditing standards generally accepted in the United States of America, *Government*

*Auditing Standards*, OMB Circular A-133, 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 and in \_\_\_\_\_ accordance with NMAC Section 2.2.2.9:
- (1) an organized, bound and paginated hard copy of the Agency's audit report for review;
  - (2) a copy of the signed management representation letter provided to the IPA by the Agency as required by AU-C580;
  - (3) a Summary of Findings Form available at [www.osanm.org](http://www.osanm.org); and
  - (4) 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.C. 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.Q, the Contractor shall prepare a written and dated engagement letter that 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 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. After the State Auditor officially releases the audit report by issuance of a release letter, the Contractor shall deliver    copies of the audit report to the Agency. The Agency or IPA shall ensure that every member of the Agency's governing authority shall receive a copy of the report.
- 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 Contract, including New Mexico gross receipts tax and expenses, shall not exceed \_\_\_\_\_.
- B. Contractor agrees not to, and shall not, perform any services in furtherance of this Contract prior to approval by the State Auditor. In accordance with Section 12-6-14(A), NMSA 1978, and NMAC Section 2.2.2.8.N(1), 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)	

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

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

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.N, 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, 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, each permitted annual extension of the Contract shall be executed by mutual agreement of the parties and approval of the State Auditor pursuant to NMAC Section 2.2.2.8.G(4).

**5. TERMINATION, BREACH AND REMEDIES**

A. This Contract may be terminated:

- (1) By either party without cause, upon written notice delivered to the other party and the State Auditor at least ten (10) days prior to the intended date of termination.
- (2) By either party, immediately upon written notice delivered to the other party and the State Auditor, if a material breach of any of the terms of this Contract occurs. Unjustified failure to deliver the report in accordance with Paragraph 2 shall constitute a material breach of this Contract.
- (3) By the Agency pursuant to Paragraph 19, immediately upon written notice to the Contractor and the State Auditor.
- (4) By the State Auditor, immediately upon written notice to the Contractor and the Agency after determining that the audit has been unduly delayed, or for any other reason.

B. By termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If the Agency or the State Auditor terminates this Contract, the Contractor

shall be entitled to compensation for work performed prior to termination in the amount of earned, but not yet paid, progress payments, if any, that the State Auditor has authorized to the extent required by Paragraph 3(E). If the Contractor terminates this Contract for any reason other than Agency's breach of this Contract, the Contractor shall repay to the Agency the full amount of any progress payments for work performed under the terms of this Contract.

- C. Pursuant to NMAC Section 2.2.2.8.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.
- D. THE REMEDIES HEREIN ARE NOT EXCLUSIVE, AND NOTHING IN THIS SECTION 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.L, the Contractor may subcontract only with independent public accounting firms that are on the State Auditor's List of Approved Firms pursuant to NMAC Section 2.2.2.8.B, and that are not otherwise restricted by the Office from entering into such a contract pursuant to NMAC Section 2.2.2.8.E.

**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.M. 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.Q, consistent with Generally Accepted Auditing Standards (GAGAS). **The engagement letter and any associated documentation included with or referenced in the engagement letter shall not be interpreted to amend this Contract. Conflicts between the engagement letter and this Contract are governed by this Contract, and shall be resolved accordingly.**

**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. If the Contractor wishes to review the working papers of a predecessor, Contractor shall request that the Agency seek delivery of the working papers from a predecessor 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

**25. OTHER PROVISIONS**

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

This Contract is made effective as of the date of the signature of the Office of the State Auditor

**AGENCY**

**CONTRACTOR**

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

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

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

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

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

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

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

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

This contract has been approved by:

**OFFICE OF THE STATE AUDITOR**

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

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

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