

NEW MEXICO HIGHLANDS UNIVERSITY

**REQUEST FOR PROPOSAL # 23-012
FINANCIAL AUDITING SERVICES
NGIP: 94620**

New Mexico Highlands University (“NMHU”) is soliciting proposals from qualified and experienced firms for selection as a provider of Financial Auditing Services to administer NMHU’s Annual Financial Audit.

The successful Offeror will enter a contract with NMHU. The Contract will not be legally binding until, and if, the State Auditor approves the Contract.

<p>Date Request for Proposal 23-012 Issued: February 15, 2023</p>	<p>Date and Time Request for Proposal Is Due: Prior to 2:00 pm local time on March 15, 2023</p>		
<p>NMHU Point-of-Contact: Mr. Aaron Flure Director of Purchasing</p>	<p>Email: aflure@nmhu.edu</p>	<p>Phone Number: (505) 454-3053</p>	<p>Fax Number: (505) 454-3109</p>

RFP CONDITIONS

New Mexico Highlands University (hereinafter called “NMHU”) is seeking responses (hereinafter called “Proposal”) for the services as requested in this Request for Proposal Number 23-012, its attachments and subsequent addendums (hereinafter called “RFP”). You/your firm’s (hereinafter called “Offeror”) Proposal is to provide responses to all of the requirements set forth within the RFP.

NMHU may accept Proposals, in whole or in part that most closely meets all the criteria described herein. NMHU reserves the right to cancel this RFP in whole or in part at any time if it is in its best interests of the University and/or if the State appropriation for this project to the university does not transpire. An award will be based on several weighted criteria, as provided herein. Proposals may not be withdrawn from Offeror for ninety (90) calendar days after the actual date of the closing.

For definitions or clarifications to terms, refer to Section VII of this document.

ACCEPTANCE OF TERMS AND CONDITIONS OF RFP FORM

During the period of offer, your point of contact (hereinafter called “POC”) will be limited to Mr. Aaron Flure, Director of the Purchasing Department and Paula Bustamante. They have been designated as the contact persons for this RFP. No Offeror may contact any NMHU employee, officer or member of the Board of Regents other than Mr. Flure and Ms. Bustamante regarding this RFP through the date of the execution and award of the Contract. Any Offerors who makes such unauthorized contact shall be deemed to have violated the terms and conditions of this RFP and Offeror’s Proposal may be rejected as a result. Questions regarding the RFP should be submitted in writing via email to the POC at rfp@nmhu.edu Any question, statement or response from the POC or other individual from NMHU that is not submitted and responded to in writing will not be incorporated into the Contract, RFP & attachments and addendums. NMHU will not be responsible for any misinterpretations, discrepancies or contradictory information that Offeror may claim if correspondences for clarification are not submitted to and received in writing. Every effort will be made to respond to your questions within a timely manner. The question(s) and response(s) will be shared with all Offerors, with personal information removed to ensure anonymity.

By signing below, Offeror signifies that he understands all of the terms and conditions of this RFP, its Attachments and all subsequent addendums and agrees to cause himself/herself or his/her firm to be bound by them. Only an authorized agent of the Offeror’s company may sign this document.

 Name of Firm Tax Identification No.

 Authorized Representative Name Title

 Signature Date

Provide point of contact of Offeror:

 Name Title

 Mailing Address

 Telephone Number(s) Fax Number

 Email Address

SECTION I GENERAL INFORMATION

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PROPOSAL SCHEDULE

ALL DATES AND TIMES ARE SUBJECT TO CHANGE

Issuance of RFP	February 15, 2023
Site Visit	N/A
Last Day to Submit Requests for Clarification	March 03, 2023, 5:00 PM MDT
Proposal Submittal Deadline	March 15, 2023, 2:00 PM MDT
Receipt/Screening of Proposals	March 15, 2023
Evaluations of Proposals	Approximately (1) week or less from Receipt of Proposals
Negotiations, if Required	Approximately (1) week or less from Receipt of Proposals
Conclusion of Negotiation, Final Offer Due	Approximately (1) week or less from Receipt of Proposals
Award of Contract	Approximately April 15, 2023
Award of Purchase Order	Approximately April 25, 2023
Protest Deadline	15 days after notification of award

SECTION II PURPOSE & BACKGROUND INFORMATION

1. PURPOSE

New Mexico Highlands University (“NMHU”) is soliciting proposals from qualified and experienced firms for selection as a provider of Financial Auditing Services to administer NMHU’s FY23 Financial Audit requested in this Request for Proposal and its attachments.

The successful Offeror will enter into a contract with NMHU. The Contract will not be legally binding until, and if, the State Auditor approves the Contract.

Proposals submitted in response to this RFP shall represent a firm offer to contract on all the terms and conditions described in this RFP and its addendums. Each representation of fact and promise of future performance therein will be incorporated into the Contract as a warranty or covenant.

NMHU has obtained an exemption from the OSA office to procure audit services prior to the offices’ release of approved IPA firms and prior of release to state agencies to procure audit services. Award therefore, will be contingent upon IPA’s approval, eligibility to perform audit services by the OSA office and to an IPA firm most advantageous, meeting evaluation criteria in the best interest of the University.

2. BACKGROUND INFORMATION

NMHU is a state-funded institution of higher education primarily serving northeastern New Mexico. NMHU is in its 130th year with its main campus located in Las Vegas, New Mexico. It currently serves several other communities within the state via distance education technologies.

NMHU offers bachelor’s and master’s degrees in programs such as social work, the sciences, education, business, the arts, and many other fields of study. NMHU is an open enrollment comprehensive university with students from throughout the country and numerous other nations.

SECTION III SCOPE OF WORK

DESIRED SCOPE OF WORK

NMHU is interested in contracting with an independent public accountant (IPA) for auditing services for the 2023 fiscal year. The IPA is expected to provide a comprehensive audit report on a timely basis, using senior audit personnel and staff that is readily available to respond to questions within the scope of the services. IPA will provide a clear description of hourly charges, if any, for services outside of the scope of the audit. The Contract shall be signed on a yearly basis subsequent to authorization by the State Auditor with options to renew upon mutual agreement made in writing. The successful offeror must be approved to perform audit services by the State of New Mexico Office of the State Auditor and must follow all applicable rule and regulations concerning the performance and execution of audits conducted within the State of New Mexico. The audit will include an audit of New Mexico Highlands University and its various components including NMHU Foundation and NMHU Stable Isotopes.

Upon completion and certification of the annual audit, IPA will prepare and complete the “Financial Data Collection Form” and submit to all applicable agencies and parties of the State of New Mexico including the Federal Audit Clearinghouse.

Additionally, the IPA will prepare IRS form 990 for Highlands Foundation and Stable Isotopes.

A copy of prior year audits is available at <http://www.nmhu.edu/budget-and-finance/highlands-university-audit-reports/>

SECTION IV GENERAL TERMS AND CONDITIONS

1. CHANGES

The Purchasing Director may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Purchasing Director shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

2. REFERENCES

Offeror must furnish References that Offeror has provided similar services to within the last 5 years. The organizations name, a contact, telephone number, and a brief description of the items and services provided are required for each reference. Failure to submit the information may result in your proposal being considered as non-responsive. Offeror, by furnishing these references, agrees to allow NMHU to contact any persons and /or organizations listed, and to utilize information obtained in evaluation of the proposal.

3. PERIOD OF PERFORMANCE

This Award shall be effective on the date the Contract is signed by duly authorized individuals from NMHU and Contractor. The intent is to Award one (1) year from the effective date of the Contract. The Award may be renewed if such renewal is mutually agreed to and found to be in the best interest of NMHU. These renewals would be in one (1) year increments and is not to exceed two (2) renewal years. The Contract shall not exceed three (3) years including all renewals. Renewals must be mutually agreed upon.

4. PRESENTATIONS

NMHU may choose to invite Offerors to make presentations and answer questions asked by the search committee. NMHU reserves the right to invite as many Offerors as necessary. Prior to the presentations and with adequate time, NMHU may specify requirements for the presentation.

5. AWARD

a. In accordance with the State of New Mexico "Procurement Code", §13-1-28 through §13-1-199 N.M.S.A., NMHU reserves the right to make an Award to the Offeror which provides the services in its best interest and may not make the Award to the Offeror with the lowest fee. The RFP will be evaluated based on all criteria listed in this RFP, its attachments and its addendums, and the Board of Regent's collective expertise; and

- b. NMHU reserves the right to negotiate with Offerors. Issuance of an Intent to Negotiate with Offeror does not guarantee an Award. An Award will be made only after NMHU and Offeror complete successful negotiations/clarifications if needed.

6. INSURANCE

Without limiting any liabilities or any other obligation of Offeror, Offeror shall purchase and maintain (and cause its sub-offerors to purchase and maintain), in a company or companies lawfully authorized to do business in the state of New Mexico, and rated at least A- VII in the current A.M. Best's, the minimum insurance coverage as follows:

- a. Offeror will be required to maintain at Offeror's cost, the minimum following insurance coverage for the duration of this contract and shall provide a Certificate of Insurance, listing NMHU as additional insured with the following language: "New Mexico Highlands University (NMHU) is recognized as additional insured for NMHU Request for Proposal Number 23-005
- b. One hundred thousand dollars (\$100,000) in Worker's Compensation Insurance;
- c. One million dollars (\$1,000,000) in Commercial General Liability Insurance, or the equivalent, per occurrence. The policy shall include coverage for bodily injury liability, broad form property damage liability, blanket contractual, contractor's protective, products liability and completed operations. Where applicable, the policy shall include coverage for the hazards commonly referred to as "XCU." if applicable;
- d. Two hundred thousand dollars (\$200,000) in Business Automobile Liability Insurance, or the equivalent, per accident with respect to Offeror's vehicles whether owned, hired, or non-owned, assigned to or used in the performance of any Services.

The Certificate of Insurance shall be in a format acceptable to NMHU. Such Certificates shall be filed with NMHU and shall also contain the following statements:

"The Regents of New Mexico Highlands University, New Mexico Highlands University, its agents, servants and employees are held as additional named insured."

And

"The insurance coverage certified herein shall not be cancelled or materially changed except after the insurer endeavors to provide forty-five (45) days written notice to the Owner."

Certificate of Insurance shall be forwarded to:

New Mexico Highlands University
Attn: Purchasing Department
P.O. Box 9000
Las Vegas, NM 87701

The University reserves the right to request and receive certificates of Insurance evidencing the required policies and endorsements within ten (10) Calendar days of the signing of this Contract.

7. FAILURE TO MEET REQUIREMENTS

Failure on the part of the Offeror to meet these requirements shall constitute a material breach of Contract, upon which the University may terminate this agreement in accordance with the

provisions listed below or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the University shall be repaid by Contractor upon demand.

8. AUTHORIZED AGENT

Contractor agrees that the performance of all Services required under the terms and conditions of the RFP, addendums, Proposal and subsequent changes to the Contract are to be subject to the direction of NMHU or person designated by NMHU. Such person designated by NMHU shall be the Authorized Agent representative of NMHU.

All Services are to be performed only after the Authorized Agent has given approval to perform the Services. All information or direction desired or required by the Contractor for the performance of his Services hereunder shall be obtained from said Authorized Agent and representative.

9. INVOICING AND PAYMENTS

Upon certification and acceptance of services, and if applicable, NMHU will issue initial payment within thirty (30) calendar days of agreed upon payment schedule. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked;

- a. Reference the Purchase Order number on the Invoice; and
- b. Invoices are to be sent to:

New Mexico Highlands University
Attn: Accounts Payable
P.O. Box 9000
Las Vegas, NM 87701

10. REQUIRED AND INFORMATIONAL FORMS

- A.) The following are to be **completed and submitted** with your Proposal:
 - 1.) Acceptance of Terms and Conditions of RFP Form (page 3 of this document);
 - 2.) Addendum(s) Acknowledgement Form (Attachment 1);
 - 3.) Supplier Conflict of Interest and Debarment/Suspension Certification Form (Attachment 2);
 - 4.) Campaign Contribution Disclosure Form (Attachment 3);
 - 5.) New Mexico Business Preference Form (Attachment 4), if applicable;
 - 6.) Resident Veterans Preference Form (Attachment 5), if applicable.

- B.) Informational Documents
 - 1.) Advertisement (Attachment 6)

SECTION V SUBMITTAL PROCEDURES

1. NUMBER OF COPIES

Offeror may submit Proposal either in paper form or electronically via vendorregistry.com, but not both. Offeror is to submit **FOUR (4)** complete copies of their Proposal when submitting through carrier service or in person. Offeror is to submit **one (1)** electronic copy when submitting through vendorregistry.com

2. PROPOSAL FORMAT

Each Proposal will be evaluated on the basis of its content, not length, and must be limited to no more than **sixty (60)** pages (not including Table of Contents, page dividers with no content and Form Submittals) and for their packets to be properly tabbed.

1. Acknowledgement Form (Attachment 1);
2. Table of Contents
3. Supplier Conflict of Interest and Debarment/Suspension Certification Form (Attachment 2);
4. NM Business Preference/Resident Veteran Preference Form (Attachment 3);
5. Campaign Contribution Disclosure Form Attachment (4);
6. Executive Summary
 - a. Please provide a high-level overview of your Proposal.
7. References
8. Evaluation Criteria

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

All proposals must be submitted as follows:

Binder 1 (or attachment 1 If submitting electronically):

- a. Signed letter of transmittal
- b. Table of Contents
- c. Proposal Summary
- d. Response to Specifications with the exception of cost
- e. Offeror's Additional Terms and conditions

Binder 2 (or attachment 2 if submitting electronically):

- f. Completed Cost Response Form
- g. Campaign Contribution Form
- h. Resident Vendor or Resident Veteran Certificate
- i. Resident Veteran's Preference Certification
- j. Conflict of Interest/Debarment and Suspension Form
- k. Other Supporting Material (Optional)

Within each section of the proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates, or expenses must appear only in Binder 2. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The proposal summary should be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. Offerors may attach other material they believe may improve the quality of their responses. However, these materials should be included in Binder 2.

3. SPECIFICATIONS

A. Organizational Experience - Higher Education

1. Offerors must:

- a. Provide a thorough description of relevant corporate experience with state government and the private sector. Please thoroughly describe how your company has supplied expertise for similar contracts and must include the extent of the experience, expertise, and knowledge as a provider of Financial Auditing Services related to this RFP.
- b. Indicate other similar contracts with Universities or similar public bodies that have been instituted within the past two years and describe the successes and/or failures and how it has improved the capability of your company to offer these services.

B. Organizational References

1. Please provide a minimum of (3) three references from similar services performed for state and/or large local government clients within the last three years. Reference information should include:
 - a. Client name
 - b. Approximate Size of Institution
 - c. Contract dates
 - d. Client Project Manager Name, telephone number, and e-mail address.(NMHU reserves the right to contact references in relation to Project Description)

C. Management Plan

Please provide information on how your company plans to coordinate and administer the contract, if awarded.

1. Explain how your company can mobilize to commence operations once an award is made.
2. Explain how your company can manage multiple projects at the same time whether with NMHU and/or other owners.
3. Provide a list and brief bio of each key personnel assigned to contract.

D. Cost (to be evaluated by Director of Purchasing)

Please provide a schedule of costs associated with services. Provided below is a template to use as an example when submitting costs. However, you may use your own template. Please provide pricing for Year 1, Year 2, and Year 3.

Description	Type	Quantity	Cost per Item

4. COSTS INCURRED

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

5. INSTRUCTIONS

A.) Instructions

- 1.) Proposals must be received in the NMHU main campus' Central Receiving Department office (800 National Avenue, Las Vegas, NM 87701) by the due date and time as listed on page three (3) of this RFP. If a Proposal is late NMHU shall not accept it. Postmarked or estimated

delivery dates issued by carriers will not be accepted as received by NMHU.

- 2.) All Proposals must be submitted in a SEALED envelope. Please write on the outer sealed envelope the following:
"Sealed PROPOSAL #23-012 to be received by 2:00 PM on March 15, 2023."
Failure to mark the sealed envelope may result in the Proposal being opened early or later and/or the Proposal may be declared non-responsive;
- 3.) NMHU is not responsible for Proposals lost during delivery regardless of means of delivery. Proposals may be accepted if received by NMHU staff and not delivered to the Purchasing Department office only when the error was made by NMHU staff. NMHU will make this determination.
- 4.) Faxed and emailed Proposals shall not be accepted.
- 5.) Proposals will be accepted through vendorregistry.com.

B.) DELIVERY MAY BE MADE AS FOLLOWS

- 1.) **If via delivery in person, USPS, FedEx, UPS or other carrier:**
New Mexico Highlands University
Post Office – Receiving
Attn: Purchasing Department-RFP #23-012
800 National Avenue
Las Vegas, NM 87701

SECTION VI EVALUATION COMPONENTS

This section of the RFP contains specifications and other relevant information to be used by Offeror in preparation of their Proposal.

Offerors shall ensure that all the information required herein be submitted with their Proposal. All information provided should be verifiable by documentation requested by NMHU. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the Proposal or rescission of the Contract. Offerors are encouraged to provide any additional information describing any additional abilities.

All responsive Proposals will be reviewed independently by each member of the evaluation committee. Their evaluations will be based on the Proposal as a whole and will be scored solely on the requirements, data, information and related responses to the RFP.

SELECTION CRITERIA

All Proposals shall be reviewed for compliance with the mandatory requirements as stipulated within this RFP and procurement statutes. Proposals found not to comply will be rejected from further consideration. NMHU will determine if the Proposal is compliant. Proposals which are not rejected will then be evaluated based upon the following weighted criteria.

<u>Description</u>	<u>Weight</u>
<u>Organizational Experience:</u>	<u>30 Points</u>
Points will be awarded based on the thoroughness and clarity of the response, the breadth and depth of engagements cited, and the perceived validity of the response.	
<u>Organizational Reference:</u>	<u>25 Points</u>
Points will be awarded based on the evaluation of the references provided	
<u>Management Plan:</u>	<u>30 Points</u>
Points will be awarded based on the perceived ability as demonstrated in the management plan of the Offeror to commence, respond to, and manage the auditing project from beginning to completion.	
<u>Cost:</u>	<u>15 Points</u>
Points will be awarded based on the ability of the Offeror to provide a clear and definable costs and cost of options	

Total	100 Points
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SECTION VII INSTRUCTIONS TO OFFERORS

1. DEFINITIONS AND TERMS

- A.) **Addendum:** a written or graphic instrument issued prior to the opening of Proposals which clarifies, corrects, or changes the RFP. Plural: addenda.
- B.) **Determination:** means the written documentation of a decision of the Purchasing Agent including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
- C.) **Offeror:** any person, corporation, or partnership legally licensed to provide professional services in this state who chooses to submit a Proposal in response to this RFP.
- D.) **Purchasing Agent:** means the person or designee authorized by NMHU to manage or administer a procurement requiring the evaluation of proposals.
- E.) **RFP:** means all documents, including attachments, addendums or other documents incorporated by reference which are used for soliciting Proposals.
- F.) **Responsible Offeror:** means a 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 described in the RFP.
- G.) **Responsive Proposal:** means a Proposal which conforms in all material respects to the requirements set forth in the RFP. Material respects of a RFP include, but are not limited to; price, quality, quantity or delivery requirements.
- H.) The terms **must, shall, will, is required, or are required**, identify a mandatory item or factor. Failure to comply with a mandatory item or factor may result in the rejection of the Offeror Proposal.
- I.) The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

2. RFP DOCUMENTS

- A.) COPIES OF RFPS
 - 1.) A complete set of the RFP shall be used in preparing Proposals; NMHU assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the RFP.
 - 2.) A copy of the RFP shall be made available for public inspection at the Purchasing Office of NMHU.
- B.) INTERPRETATIONS
 - 1.) All requests of clarification about the meaning or intent of the RFP shall be submitted in writing and to the POC. The date listed as the deadline for submitting questions is the date of receipt. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
 - 2.) Offerors should promptly notify NMHU of any ambiguity, inconsistency, or error, which they may discover upon examination of the RFP.
- C.) ADDENDA

- 1.) Addenda will be mailed, by facsimile or emailed to all who are known by NMHU to have received a complete set of RFPs.
- 2.) Each Offeror shall ascertain, prior to or with submitting the Proposal, that the Offeror has received all Addenda issued, and shall acknowledge their receipt in the Proposal transmittal letter (Attachment 1).

3. PROPOSAL SUBMITTAL PROCEDURES

A.) CORRECTION OR WITHDRAWAL OF PROPOSALS

- 1.) A Proposal containing a mistake discovered before Proposal opening may be modified or withdrawn by an Offeror prior to the time set for Proposal opening by delivering written, telegraphic, or electronic notice to the location designated in the RFP as the place where Proposals are to be received.
- 2.) Withdrawn Proposals may be resubmitted up to the time and date designated for the receipt of Proposals, provided they are then fully in conformance with the RFP.

B.) REJECTION OR CANCELLATION OF PROPOSALS

A rejection or cancellation of this RFP may be made in accordance with §13-1-131 N.M.S.A. 1978. NMHU reserves the right to waive irregularities, reject any or all Proposals, cancel this RFP for any reason and at any time, and/or award a Contract that is in its best interests.

4. CONSIDERATION OF PROPOSALS

A.) RECEIPT, OPENING AND RECORDING

- 1.) Proposals received on time will be opened in the presence of two (2) or more witnesses (NMHU employees), but will not be opened publicly.
- 2.) The contents of all Proposals shall not be disclosed so as to be available to competing Offerors during the negotiation process.

B.) PROPOSAL EVALUATION

- 1.) Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of Service required, and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
 - a.) acceptable, or
 - b.) potentially acceptable, that is, reasonably assured of being made acceptable, or
 - c.) unacceptable (Offeror whose Proposal is unacceptable shall be notified promptly).
- 2.) NMHU shall have the right to waive technical irregularities in the form of the Proposal of the Offeror, which do not alter the price, quality or quantity of the Services.
- 3.) If an Offeror who otherwise would have been issued an Award and Contract, is found not to be a responsible Offeror, a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Purchasing Agent. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry

with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror.

4.) Selection Process

- a.) The evaluation of Proposals will be performed by an evaluation committee composed of representatives selected by the NMHU. The committee shall evaluate statements of qualifications and performance data submitted by Offerors in regard to the particular request.
- b.) The committee will, rank in order of their qualifications which are most qualified to perform the required services: and will recommend the finalist(s) for oral presentation to the committee. The committee will determine the schedule for the oral presentations. The top rated Offerors may then be scheduled to be interviewed by the University Board of Regents. The Board may make recommendation to the Purchasing Director as to selection of Offeror. All costs incurred by Offeror for the oral presentations will be borne on Offeror.

C.) NEGOTIATIONS

Offerors submitting Proposals may be afforded an opportunity for discussion and revision of Proposals. Revisions may be permitted after submissions of Proposals and prior to Award for the purpose of obtaining best and final offers.

Negotiations may be conducted with responsible Offeror who submit Proposals found to be reasonably likely to be selected for Award.

D.) NOTICE OF AWARD

After Award by NMHU, with reasonable promptness, a written Notice of Award shall be issued by NMHU to the selected Offeror and a letter of non-Award to the unsuccessful Offerors.

5. GOVERNING LAW

This RFP, its attachments, subsequent addenda and the resultant contract and/or purchase order will be interpreted and governed by the Laws of the State of New Mexico.

6. DISCLOSURE OF PROPOSAL CONTENTS

The proposals will be kept confidential until a contract is awarded or rejected by the University. 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 University will not disclose or make public any pages of proposals on which the offeror has stamped or in printed "proprietary" or "confidential" subject to the following requirements. Proprietary or confidential data shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential portion 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-1 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.

ATTACHMENT 1

ADDENDUM ACKNOWLEDGEMENT FORM

ADDENDUM ACKNOWLEDGEMENT

In submitting this Proposal, Offeror represents that he has examined copies of all addenda listed below and has incorporated them into his Proposal:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ATTACHMENT 2

**SUPPLIER CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM**

Conflict of Interest

- 1.) No employee or Regent of New Mexico Highlands University has a direct or indirect interest in the Contractor or in the proposed transaction (unless Contractor is a publicly traded company and the employee or Regent’s interest is less than one percent (1%) of the Contractor);
- 2.) Contractor neither employs nor is negotiating to employ any NMHU employee or member of the NMHU Board of Regents;
- 3.) Contractor did not participate directly or indirectly in the preparation of specifications upon which the Proposal is made;
- 4.) If the Contractor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Contractor, please identify Legislator(s):
_____;
- 5.) List below the name and social security number of any employee of the Contractor or person assisting in the proposed transaction in any way who was a NMHU employee within the preceding twelve (12) month period; and
- 6.) In accordance with NMHU policy, an award cannot be made to a firm in which current or recent (last twelve [12]) NMHU employees have a controlling interest.

Debarment/Suspension Status

- 1.) The Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency; and
- 2.) The Contractor agrees to provide immediate notice to New Mexico Highlands University Purchasing Department Buyer in the event of being suspended, debarred or declared ineligible by any department or Federal Agency, or upon receipt of a notice of proposed debarment that is received after the submission of the Proposal but prior to the award of the purchase order or contract.

Certification

The undersigned hereby certifies that he/she has read the above Conflict of Interest and Debarment/Suspension Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the Contractor named below.

Signature: _____ Title: _____

Name Typed: _____ Date: _____

Company: _____ City _____

Address: _____ State: _____ Zip _____

ATTACHMENT 3

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections §13-1-28, et seq., N.M.S.A. 1978 and N.M.S.A. 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 (2) years prior to the date on which the Contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date the Contractor signs the Contract, if the aggregate total of contributions given by the prospective Contractor, a family member or a representative of the prospective Contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two (2) 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 N.M.S.A. 1978 or a Contract that is executed may be ratified or terminated pursuant to Section §13-1-182 N.M.S.A. 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)

ATTACHMENT 4

NEW MEXICO BUSINESS PREFERENCE

Points will be awarded based on Offeror's ability to provide a copy of a current Resident Business Certificate or Resident Veterans Certificate.

In addition, the attached certification form must accompany any RFP and any business wishing to receive a resident veteran's preference must complete and sign the form.

RFP's are to be evaluated on preference as follows:

In addition, to the total points on an RFP, 10% must be added for preference award. For example; an RFP has a total value of 1000 points. Five proposals are received; one from a resident business, one from a resident veteran's business with an 8% preference and three non-resident businesses.

The two preference businesses would receive 50 points and 80 points to their already evaluated score, making it possible for the highest score total 1080.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty or 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 N.M.S.A. 1978, when awarded a contract which was on the basis of having such veteran's 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.

NM RESIDENT PREFERENCE NUMBER OR RESIDENT VETERANS PREFERENCE NUMBER (if applicable):

ATTACHMENT 5

RESIDENT VETERANS PREFERENCE CERTIFICATION FORM

_____ (NAME OF CONTRACTOR/OFFEROR)
hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one 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 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 \$5M allowing me the 7% preference discount on this solicitation. 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 or 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 N.M.S.A. 1978, when awarded a contract which was on the basis of having such veteran's 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 of the procurement involved if the statements are proven to be incorrect.

ATTACHMENT 6

**NEW MEXICO HIGHLANDS UNIVERSITY
REQUEST FOR PROPOSAL #23-012
NGIP: 94620**

New Mexico Highlands University (“NMHU”) is soliciting proposals from qualified and experienced firms for selection as a provider of Financial Auditing Services to administer NMHU’s Annual Financial Audit.

The successful Offeror will enter a contract with NMHU. The Contract will not be legally binding until, and if, the State Auditor approves the Contract.

All proposals must be in NMHU’s Purchasing Department prior to **2:00 pm** local time on **March 15, 2023**. Proposals received after that time will not be accepted. Proposals will not be opened publicly.

All proposals shall comply with the New Mexico Procurement Code, and applicable federal, State and local laws.

NMHU reserves the right to waive irregularities, reject any or all proposals, cancel this RFP for any reason and at any time, and/or award a contract that is in its best interest. No offeror may withdraw proposal for ninety (90) calendar days after the actual date of the opening.

RFP 23-012 will be available and solicited through Vendor Registry at:
<https://vrapp.vendorregistry.com>.

RFP documents may also be obtained by emailing rfp@nmhu.edu.

To register at Vendor Registry, follow three steps below:

1. www.nmhu.edu/purchasing-department
2. Click “Information for Vendors Link
3. Click Vendor Registration, complete instructions