



**CIBOLA COUNTY
STATE OF NEW MEXICO**

RFP 2023-005

**ANNUAL FINANCIAL AUDIT SERVICES PER STATE
AUDITORS RULE 2.2.2 NMAC**

ISSUE DATE: Monday, May 8, 2023

PROPOSAL DEADLINE: Friday, June 16, 2023, at 2:00PM

CIBOLA COUNTY PURCHASING

700 E Roosevelt Suite 50

Grants NM 87020

505-285-2513

1. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The County of Cibola, State of New Mexico, on behalf of the Cibola County Board of County Commissioners, seeks sealed proposals from a NM State Audit approved contractor to perform auditing services pursuant to New Mexico State Audit Rule 2.2.2 NMAC 2015.

B. SCOPE OF WORK

The scope of work consists of conducting a financial and compliance audit of the following applicable statements and schedules for Cibola County for the period from July 1, 2023 through June 30, 2027.

DELIVERY AND REPRODUCTION

A. In order to meet the delivery terms of this Contract, the Contractor shall deliver the following documents to the State Auditor on or before November 1, 2021 and in accordance with NMAC Section 2.2.2.9:

- (1) an organized, bound and paginated hard copy of the County's audit report for review; (2) a copy of the signed management representation letter provided to the IPA by the County as required by AU-C580;
- (3) a Summary of Findings Form available at www.osanm.org; and
- (4) a copy of the completed State Auditor Report Review Guide available at www.osanm.org;

B. Reports postmarked by the County'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 County'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 County. The State Auditor shall also notify the County's oversight County, 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 County. 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 Eight (8) copies of the audit report to the County. The County or IPA shall ensure that every member of the County's governing authority shall receive a copy of the report.

F. The County, 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 County if the schedule of findings and questioned costs disclose audit findings directly related to federal awards.

C. SCOPE OF PROCUREMENT

This procurement will result in a single source award. The scope of the procurement consists of obtaining auditing services for the County of Cibola. This Contract will automatically renew on an annual basis, for up to two (2) additional one (1) year terms unless terminated as provided by this Contract or law. Contract award is expected on or about May 27, 2021.

D. PROCUREMENT MANAGER

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

Wendy Self
Chief of Procurement

<u>Delivery Address (Including proposal delivery):</u> 700 E. Roosevelt SUITE 50 GRANTS, NM 87020	<u>Mailing Address:</u> 700 E. Roosevelt Suite 50 GRANTS, NM 87020
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Phone: (505) 285-2513
E-mail: wendy.self@co.cibola.nm.us

E. DEFINITION OF TERMINOLOGY

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

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

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

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

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

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

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

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

"Evaluation Committee" means a body appointed by County management to perform the evaluation of offeror proposals.

"Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee for submission to appropriate approval authorities for contract

award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

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

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item or factor. (As opposed to a "desirable" item or factor.) Failure to meet a mandatory item or factor 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 County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

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

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

"Purchasing" means the County of Cibola Purchasing Office or the Cibola County Purchasing Agent.

"Purchasing Agent" or "PA" means the County Manager of Cibola County.

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

"Responsible Offeror" means an offeror who submits a responsive proposal and who has furnished required information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this proposal.

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

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

F. PROCUREMENT LIBRARY

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

- New Mexico Procurement Code

<http://www.conwaygreene.com/nmsu/lpext.dll?f=templates&fn=main-h.htm&2.0>

- Cibola County Procurement Regulations <http://www.Cibolacounty.us/files.html>

11. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

ACTION	RESPONSIBILITY	DATE
1. Issue RFP	Procurement Manager PM	5/8/2023
2. Return of "Acknowledgment of Receipt" Form for Distribution List	Potential Offerors (PO)	5/19/2023 - 5:00PM (MST)
3. Deadline to Submit questions	PO	5/29/2023 - 5:00PM (MST)
4. Response to Written Questions/ RFP Amendments	PM	6/5/2023 5:00PM (MST)
5. Submission of Proposal	Offerors	6/16/2023 2:00PM (MST)
6. Proposal Evaluation	Evaluation Committee (EC)	TBD
7. Notice of Intent to Award	PM	TBD
8. Protest Period	Offerors	15 days after Notice of Intent to Award
9. Contract Award*	County Manager/BCC*	TBD

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

B. EXPLANATION OF EVENTS

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

1. Issue RFP

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

2. Return of "Acknowledgment of Receipt" Form for Distribution List

Potential offerors should hand deliver or return by facsimile or e-mail or registered or certified mail the "Acknowledgement of Receipt" form that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by the close of business on the date indicated in Section IL. A (Sequence of Events), above.

The procurement distribution list will be used to notify those that submitted the form of any written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential offeror's organization name shall not appear on the distribution list.

3. Pre-Proposal Conference/Pre-Proposal Tour

There is not a Pre-Proposal Conference/Pre-proposal Tour associated with this procurement.

4. Deadline to submit written questions

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

5. Response to written questions/RFP Amendments

Written responses to written questions and any RFP amendments will be provided to all potential offerors that have returned the "Acknowledgement of Receipt" Form found at Appendix A. A new "Acknowledgement of Receipt" Form will accompany the posted distribution package. The form should be signed by the offeror's representative, dated, and hand-delivered or returned by facsimile or e-mail or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process.

6. Submission of Proposal

OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN

MDT ON THE DATE INDICATED IN SECTION 11.A (SEQUENCE OF EVENTS), ABOVE. PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the "ANNUAL FINANCIAL AUDIT SERVICES" Request for Proposals and should reference "RFP #Proposals submitted by facsimile or other electronic means WILL NOT BE ACCEPTED.

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

7. Proposal Evaluation

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

8. Contract Award

After review of the Evaluation Committee Report and the expiration of the protest period following the issuance of the Notice of Intent to Award the Contract, the Purchasing Agent anticipates the Board of County Commissioners will award the contract on the date indicated in Section II. A (Sequence of Events), above. This date is subject to change at the discretion of the Purchasing Agent or the Board of County Commissioners.

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

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the New Mexico Procurement Code (131-28 NMSA 1978) and the Cibola County Procurement Policy.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form (see Appendix D). Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material or negotiation associated with their response to this RFP shall be borne solely by the offeror.

3. Prime Contractor Responsibility

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

4. Subcontractors

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

5. Amended Proposals

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

6. Offerors' Rights to Withdraw Proposal

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

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

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

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

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

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

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

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

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

16. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

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

21. Notice

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

22. County Rights

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

23. 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.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the County. However, any technical or user documentation submitted with the proposals of

nonelected offerors may be returned after the expiration of the protest period, by request, at the expense of the Offeror.

25. Ambiguity, Inconsistency or Errors in RFP

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

26. Competition

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

27. Use by Other Government Entities

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

28. Confidentiality

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

29. 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.

30. Use of Electronic Versions of this RFP

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

111. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

Offerors shall deliver six (5) identical copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals. (Identical copies are defined as the original plus the number of additional copies needed to fulfill the requirement. For example, a requirement for six (5) identical copies would be fulfilled by submitting the original and four [4] copies of the original.) The original copy should be clearly marked "ORIGINAL" on the front cover and shall contain original signatures. (An exception to this requirement is made for the "Cost Response Form" and the "Campaign Contribution Disclosure Form". See Section III. C. 1, immediately below.)

c. PROPOSAL FORMAT

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

1. Proposal Organization

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

- a. Letter of Transmittal Form (See Appendix D)
- b. Table of Contents
- c. Cost Response Form* (See Appendix C) in a sealed and labeled envelope
- d. Campaign Contribution Disclosure Form* (See Appendix E) in a sealed and labeled envelope
- e. Proposal Summary (optional)
- f. Response to Specifications
- g. Other Supporting Material* *

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

* *See also Section III.C.3., immediately below.

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

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

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

2. Letter of Transmittal Form

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

3. Other Supporting Materials

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

IV. SPECIFICATIONS

A. INFORMATION

1. Background

The purpose of this solicitation is to secure a comprehensive solution for the management and maintenance of the County Radio equipment, dispatch communications center equipment, repeaters, and system for the County Fire Departments, County EMS Departments, County Sheriff's Department, County Road Departments, and County Solid Waste Department.

2. Resident Business Preference

13-1-21 NMSA 1978 provides for preference for resident businesses under certain conditions. A valid Resident Preference Certificate issued by the New Mexico Taxation and Revenue Department on or after January 1, 2012 must be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying resident business.

3. Resident Veteran Business Preference

13-1-21 NMSA 1978 provides for preference for resident veteran businesses under certain conditions. A completed Exhibit F must be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying resident veteran business preference.

4. Response to Requirements

Each requirement in sections IV.B. 1 through IV.B.4, below, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the offeror's proposal.

B. MANDATORY REQUIREMENTS

1. Letter of Transmittal Form (0 Points — Pass/Fail Only)

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

2. License (PASS/FAIL) State of New Mexico License/Certification — State

Auditor Approval.

3. Prior Business Experience (PASS/FAIL)

Must have been in business performing similar and like services for a period of 5 years or more.

4. Insurance (PASS/FAIL)

Must have proof of Liability Insurance

c. Evaluation Criteria

COUNTY shall utilize a scoring system based the following weighted evaluation criteria.

Note, organization and completeness of the proposal response will be a factor in evaluating submittals.

1. CAPABILITY OF THE IPA

Maximum Points: 300

Describe your firm's organizational structure and capabilities (i.e., years of experience, size of staff, government audit experience, etc.).

- a) Provide the name, title, including the detailed description of the role and job responsibilities, scope of work, education, audit experience, years with the firm for all management personnel who will have any direct or indirect responsibility over the project.

- b) Management capability. Qualification of staff (certifications/license)
- c) Identify and provide qualifications and experience for each proposed Audit team member.
- d) Past performance for jobs completed within the past 5 years by the proposed audit team.
- e) Provide the results of your firm's most recent external quality control review (peer review).

1. WORK REQUIREMENTS & AUDIT APPROACH Maximum Points: 100

- a) Demonstrate your firm's knowledge of Cibola County's need and the services and product to be delivered;
- b) Provide your firm's proposed technical plan and estimate of time to complete the audit;
- c) Outline and describe plans for using Cibola County staff.
- d) Outline your firm's approach for planning and conducting the work efforts of subsequent years.
- e) Provide references from other County or State governments where audit firm has provided services.

3. IPA's TECHNICAL EXPERIENCE Maximum Points: 200 Provide written narrative statements and supporting documentation related to the following:

- a) The governmental audit experience of the IPA and the specialization in the auditing County government, including component units; and
- b) The IPA's attendance at continuing professional education seminars or meetings on auditing, accounting and regulations directly related to state and local government audits and the agency.

4. TERMINATIONS Maximum Points: 75

Provide a list of any projects for which the firm's contract terminated, held in default, or failed to complete the work. Include the name of the project, the timeframe of the project and circumstances surrounding the termination or default.

5. LITIGATION AND CLAIMS Maximum Points: 75

Provide information regarding each and every legal proceeding, administrative proceeding and arbitration against the Contractor in the past 5 years.

6. FEES Maximum Points: 250 NOTE: Offerors are to utilize Appendix F- PROPOSED FEE SCHEDULE in responding to this criteria. The rates or fees proposed may be used for purposes of negotiation fees/costs for awards and subsequent change orders or modifications to existing awards. The rates proposed are all inclusive of all applicable overhead rates, direct or indirect costs, and profit.

7. Campaign Contribution Disclosure Form (0 Points)

Offeror must complete and sign the Appendix E, Campaign Contribution Disclosure Form — whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the County of Cibola are Commissioners Daniel Torrez, Martha Garcia, Christine Lowery, Robert Windhorst and Ralph Lucero.

Total 1,100 Points

BASIS OF AWARD: Contracts awarded as a result of this solicitation shall be awarded to the responsible Offeror(s) whose proposal represents the best value and is in the County's best interest. The evaluation committee will prepare a selection recommendation report for the Chief Procurement Officer or his/her designee recommending those firms that are considered to be the most highly qualified. All firms on the most highly qualified selection recommendation report are considered "selected firms" with which the Chief Procurement Officer or his/her designee may negotiate.

The final award decision shall be made by the Board of County Commissioners or its designee. The Board will review the recommendations of the evaluation committee and shall, with the advice of appropriate technical and staff representatives, make the final selection. If the firm selected for award is not the recommended as the most highly qualified by the evaluation committee, the selection authority shall provide for the contract file a written explanation of the reason for the award.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

REF.	REQUIREMENT	POINTS AVAIL.
V.B.1	Letter of Transmittal Form	PASS/FAIL
V.B.2	License	PASS/FAIL
V.B.3	Prior local Government Experience	100
V.B.4	Insurance	PASS/FAIL
v.c. 1	Capability of IPA	300

v.c.2	Work Requirements & Audit Approach	100
V.B.3	IPA's Technical Experience	200
V.B.4	Terminations	75
V.B.5	Litigation and Claims	75
v.c.6	Fees	250
V.B.7	Campaign Contribution Disclosure Form	
TOTAL		1100

*Pass/Fail only

B. EVALUATION FACTORS

Points will be awarded based on the evaluation factors found in V.B.I through V.B.7, as indicated.

1. Letter of Transmittal Form (0 Points)

Pass/Fail only.

2. License (0 points)

Offeror must provide a copy of their license and affirm that they have been authorized by the State Auditor to conduct audits of public agencies. Pass/Fail only.

3. Prior Business Experience (0 points)

Offeror must affirm that they have been in business performing similar and like services for a period of 5 years or more. Pass/Fail only.

4. Insurance (PASS/FAIL)

Offeror must affirm that they main professional liability insurance and produce upon demand. Pass/fail only.

3. Capability of the IPA (300 Points)

Points will be awarded base on the depth and breadth of experience of the Offeror. The Evaluation Committee will pay particular attention to the similarity between described experience and the work to be performed under this RFP as well as the complexity and difficulty of work described in the offeror's response. Offeror responses will also be compared to submittals from other offerors under this RFP.

4. Work Requirements & Audit Approach (100 Points)

Points will be awarded based on the similarity of the business dealings indicated to the requirements of this RFP as well as the reference's satisfaction in their dealings with the offeror and the provided products or services. The Evaluation Committee may call any

or all of the references. Reference responses to this section will also be compared to reference responses from other offerors under this RFP.

5. The IPA's Technical Experience (200 Points)

Points will be awarded based on the statements and supporting documents which express a clear verbal, written and/or packet presentation.

6. Terminations (75 Points)

Points will be awarded based on full disclosure of terminations the firm has acquired.

7. Litigation and Claims (75 Points)

Points will be awarded based on full disclosure of litigation and claims the firm has acquired.

8. Fees (250 Points) Points will be awarded based on fee schedule provided and in comparison, to that of the other offerors using the following formula.

Lowest Total Proposed Cost

Offeror's Points _____ x 250

This Offeror's Total Proposed Cost TOTAL SUM: 1,100 POINTS

E. EVALUATION PROCESS

1. Initial Review

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

2. Clarifications

The Procurement Manager may contact the offeror for clarification of the response as specified above.

3. Other Information Sources

The Evaluation Committee may use other sources of information to perform the evaluation.

4. Resident Business/Contractor Preference; Veteran Preference

13-1-21 NMSA 1978 provides for certain preferences under certain conditions. If applicable, the preference will be provided to those offerors that have provided the requisite supporting material with their proposal, as required by 13-1-22 NMSA 1978.

5. Scoring and Contract Award Recommendation

Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Finalist offerors who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the Purchasing Agent, and any other required approving authorities, as specified in Section II, Paragraph B. 12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

ACKNOWLEDGEMENT OF RECEIPT FORM

Request for Proposals

Cibola County RFP #2023-005

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

The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Procurement Manager no later than May 19, 2023 @ 5:00PM MDT.

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

FIRM:

REPRESENTED BY: _____ Title: _____

E-MAIL ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Please return to:

Wendy Self, Chief of Procurement
wendy.self@co.cibola.nm.us
700 E. Roosevelt Avenue Suite 50
Grants, NM 87020

APPENDIX

APPENDIX B

SAMPLE CONTRACT

COST RESPONSE FORM

Cibola County RFP # 2023-005

(C) Each firm shall provide a cost proposal. The Firm's pricing shall be inclusive of any additional cost, direct or indirect, if necessary, in providing these services (i.e., travel time, mileage, supplies, etc.)

Audit- Billing and Fees

BREAK DOWN	FY 22/23	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 29/30	FY 30/31	FY 32/33
Financial Audit Statement								
Federal Single Audit								
Financial Statement Preparation								
Other Allowed Non – Audit Services								
SUBTOTAL								
Gross Receipt's Tax								
Total Proposal Cost								

(D) LETTER OF TRANSMITTAL FORM

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

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

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

Name	
Title	

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

Name	
Title	
E-Mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone Number	

- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C. 1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I acknowledge receipt of any and all amendments to this RFP.

_____, 2023

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

E

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007. Chapter 234. any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

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

The following definitions apply:

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

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

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

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

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

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

Name(s) of Applicable Public Official(s) if any: Daniel Torrez, Martha Garcia, Christine Lowery, Robert Windhorst and Ralph Lucero

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): _____

(Attach extra pages if necessary)

Signature Date

Title (position)

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

(Attach extra pages if necessary)

Signature Date

Title (position)

representative.

Signature

Date

Title (Position)

APPENDIX F

RESIDENT VETERANS' PREFERENCE CERTIFICATE

_____ (name of Contractor) hereby certifies the following in regard to application of the resident veteran's preference to this procurement:

Please check one box only.

I declare under penalty of perjury that my business prior year revenues starting January 1 ending December 31 is less than \$1 million 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 revenues starting January 1 ending December 31 is more than \$1 million but less than \$5 million allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

C] I declare under penalty of perjury that my business prior year revenues starting January 1 ending December 31 is more than \$5 million allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports to the State Purchasing Division of the General Services Department declaring under the 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 businesses' application for a Resident Veteran Business Preference/resident Veteran Contractor's Preference under Section 13-1-21 or 3-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veteran's preference, I agree to report to the State 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 constitute a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement if the statements are proven to be incorrect.

