QUAY COUNY
STATE OF NEW MEXICO

REQUEST FOR PROPOSAL
FISCAL AUDIT SERVICES
FOR QUAY COUNTY
RFP # 23-01

<u>County Commissioners</u>
Robert Lopez, District I
Jerri Rush, District II
Brian Fortner, District III

Daniel Zamora, Quay County Manager

Cheryl Simpson, Finance Director

Proposal Due Date and Time:
5:00 p.m. (local time) on Monday, April 17, 2023

PROJECT NUMBER:	**RFP 23-01**
PROJECT NAME:	**Fiscal Audit Services**

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PART I – INSTRUCTIONS

PROPOSAL INSTRUCTIONS AND PROCURMENT INFORMATION DUE DATE

- Requests for proposal (RFP) will be received at the office of the Quay County Procurement Officer, 300 South Third St. Tucumcari NM 88401, 3rd floor prior to **Monday, April 17, 2023 at 5:00 P.M.** (Local time) at which time the said proposals will be opened and recorded as received.

The sealed envelope containing the completed request for proposal and literature must be marked with the RFP Title and RFP Number and delivered to:

Quay County Manager
300 S. Third St. 3rd Floor
P.O Box 1246
Tucumcari, NM 88401

Any and all proposals not received by the Submission Date shall be rejected and returned unopened.

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

Action	Responsibility	Date
Issuance of RFP	County Purchasing	March 30, 2023
Pre-proposal Meeting	County and Offerors	N/A
Submission of Proposal	Offeror	April 17, 2023
Interviews	Offeror and Evaluation Committee	TBD
County Commission Approval	County Commissioners	April 24, 2023 (tentative)
Contract Negotiations	Evaluation Committee	TBD
Contract Execution	County and Contractor	May, 2023
This schedule is subject to change. All those who offer will be notified of schedule changes via e-mail, fax or US Mail.		

1. **APPROPRIATIONS** – The terms of the Agreement are contingent upon sufficient appropriations and allocations being made by the County or other funding agency. If the County or other funding agency does not make sufficient appropriations and authorization, the agreement shall, notwithstanding any other provisions of the agreement, terminate immediately upon Contractor's receipt of written notice of termination from the County. Quay County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
2. **BRIBES, GRATUITIES AND KICK-BACKS** – Pursuant to §13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2, and §30-41-1 through §30-41-3 NMSA 1978), which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

3. **CLARIFICATIONS** – Any inquiries or requests regarding clarification of this procurement document shall be submitted to the Procurement Officer in writing. Procurement Officer contact information is Cheryl Simpson 300 S. Third St. Tucumcari NM 88401, (575) 461-2112 or cheryl.simpson@quaycounty-nm.gov. Offerors may contact ONLY the Procurement Officer regarding this procurement document. Other County employees do not have the authority to respond on behalf of the County.

   3.1 Offerors shall promptly notify the County Procurement Officer of any ambiguity, inconsistency, or error which they may discover upon examination of the RFP. Any response made by the County will be provided in writing to all Proposers by addendum, no verbal responses shall be authoritative.

   3.2 No Addendum will be issued later than three (3) days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposal or one which includes postponement of the date for receipt of Proposals.

4. **COLLUSION** – No Proposer shall be interested in more than one proposal. Collusion among Proposers or the submission of more than one proposal under different names by any firm or individual shall be cause for rejection of all proposals without consideration. The enclosed Non-Collusion Affidavit must be executed along with the Proposal.

5. **COMPETITION** – In signing a contract with Quay County the Contractor certifies that the Contactor has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to the County.

6. **CONTACTS** – Offerors **MAY NOT** contact other Quay County Departments, members of the Quay County Board of County Commissioners or their staff, and any other Quay County Elected Official or their staff regarding inquiries or requests regarding clarification to this RFP. All inquiries or requests regarding clarification of this procurement document shall be submitted to the Procurement Officer in writing.

7. **CONTRACTS** – The contract between Quay County (County) and a Contractor will follow the format specified by the Office of the State Auditor and contain the terms and conditions set forth in the attached "Sample Contract". The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal including best and final offer will be incorporated into and become part of the contract.

   7.1 Should an Offeror object to any of the County's terms and conditions contained in the Procurement Section or in the "Sample Contract", that Offeror must propose specific alternative language with the proposal. The County may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and will result in 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.

   7.2 Offerors must submit with their proposal any additional terms and conditions that they would like to have included in a contract negotiated with the County, such terms must be clearly identified in the proposal.

8. **COST** – All costs incurred by a Proposer in connection with responding to this RFP the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.

9. **DEBARMENT & SUSPENSION** – The Proposer (offeror) certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees that by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal. The enclosed Certificate of Debarment and Suspension must be executed along with the Proposal.

10. **DEFINITIONS** – This section contains definitions that are used throughout this procurement document, including appropriate abbreviations:

"Agency" means Quay County or other government entity

"Contract" means an agreement for the procurement of items of tangible personal property or services.

"Contractor" shall mean successful Offeror.

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

"Desirable" The terms "may", "can", or "prefers" identify a desirable or discretionary item or factor.

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

"Evaluation Committee Report" means a report prepared by the Procurement Officer and the Evaluation Committee for submission to Board of County Commission and/or County Manager for contract award that contains all written determinations resulting from the evaluation.

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

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

"Offeror" or "Proposer" is any person, corporation, or partnership that chooses to submit a proposal or an offer.

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

"Procurement Officer" means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of request for proposals.

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

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

"Responsive Offer" means an offer, which conforms in all material, respects to the requirements set forth in the request for proposal.

11. **EXCEPTIONS** – Any exceptions to the scope of work and/or specifications shall be listed separately and specifications attached are the minimum requirements. The specifications submitted herein are all that were available to the Purchaser at the time of this mailing. Minor deviations to the specifications as listed, may be considered.

12. **EQUAL OPPORTUNITY** – The Contractor, subcontractors, and all sub- subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin.
    Such action shall include, but not be limited to, the following: employment, upgrading, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. The Contractor, all subcontractors, and all sub-subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

13. **GROSS RECEIPTS TAX** – New Mexico Statutes requires that the proposal amount exclude the applicable state gross receipts tax or applicable local option tax but that the contracting agency (Owner) shall be required to pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into. The applicable gross receipts tax or applicable local option tax shall be shown as a separate amount on each billing or request for payment made under the contract.

14. **INCOMPLETE RESPONSES** – The County reserves the right to eliminate any Proposer that submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.

15. **INSURANCE REQUIREMENTS** – The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved. The contractor shall not allow any subcontractor to commence work on this subcontract until all similar insurance required of the subcontractor has been obtained. Insurance specifications and monetary requirements will be finalized at contract development.

	Standard Insurance	**Limits Not Less Than**
☐	Commercial and General Liability	$1,000,000/$3,000,000
☐	Automobile Liability	$1,000,000/$1,000,000
☐	Worker's Compensation as required by State Law	As required by Law
☐	Other legally required of the employer or for the contractor's occupation / profession.	As required by Law
☐	**Specialized Insurance**	
☐	Professional Liability	$1,000,000
☐	Garage Keeper's Liability	$50,000
☐	Medical and Clinic Liability under the Federal Tort Claims Act (FTCA)	$1,000,000
☐	Other / Specify:	

15.1 Railroad Protective Liability – If required by the Burlington Northern, Santa Fe Railway Co. the Contractor shall provide that coverage in amounts as required and provide proof of purchase of Railroad Protective Liability Insurance to the Owner.

15.2 Contractor's Insurance for Other Losses – The Contractor shall assume responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

16. **IRREGULARITIES** – The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. The County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County.

17. **NEGOTIATIONS** – Should the County be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined by the County to be fair and reasonable, negotiations with that business shall be formally terminated. The County may then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the County shall formally terminate negotiations with that business and may then undertake negotiations with the third most qualified business and so on. The County reserves the right to discontinue negotiations with any selected Proposer.

18. **NO OBLIGATION** – This procurement in no manner obligates Quay County until a valid signed contract is executed.

19. **PROPOSAL DISCLOSURES** – The contents of the proposals will be kept confidential until a contract or contracts have been awarded. At that time, all proposal documents pertaining to this procurement will be open to the public, except for the material, which is proprietary or confidential. The Procurement Officer 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 or confidential data shall be readily separable from the offer in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as 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.

20. **PROPOSAL AWARD** –The County reserves the sole right to:

20.1 Determine responsible Proposers and responsive proposals.

20.1.1 Responsible Proposer: A Proposer 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 construction described in the Request for Proposal.

20.1.2 Responsive Proposal: A proposal which conforms in all material respects to the requirements set forth in the Request for Proposal.

20.2 Determine and waive minor technicalities in the proposal form or requirements not affecting price, quality, or quantity of items or services sought. Reject any or all proposals in part or in whole.

21. **PROTESTS** – Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the State Procurement Code. The protest shall be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).

21.1 In the event of a timely protest under this section, the County will not proceed further with the procurement unless the Purchasing Department makes a determination that the award of Agreement is necessary to protect substantial interests of the County (§13-1-173 NMSA 1978).

21.2 The Procurement Officer or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations but shall not include the authority to award money damages or attorneys' fees (§13-1-174 NMSA 1978).

21.3 The Procurement Officer or his designee will promptly issue a determination relating to the protest. The determination will:

21.3.1 State the reasons for the action taken; and

21.3.2 Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978.

21.4 A copy of the determination issued under §13-1-175 NMSA 1978 will immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

22. **REJECT ALL** – Pursuant to §13-1-131 NMSA, 1984 Comp., as amended, Quay County reserves the right to reject any and all proposals, in whole or in part, submitted hereunder, provided that such rejections shall be accomplished by a written statement declaring the reason for the rejections.

23. **RESIDENT VETERANS PREFERENCE** - In accordance with §13-1-21 and §13-1-22 NMSA 1978

resident veteran businesses are to receive the following preferences:

a. Resident veteran businesses with annual revenues of $1 million or less will be awarded an additional ten percent (10%) of the total possible RFP evaluation points.
b. Resident veteran businesses with annual revenues of more than $1 million but less than $5 million will be awarded an additional eight percent (8%) of the total possible RFP evaluation points.
c. Resident veteran businesses with annual revenues of more than $5 million will be awarded an additional seven percent (7%) of the total possible RFP evaluation points.

This preference is separate from the current in-state preference and is not cumulative with that preference. If a vendor will be utilizing this preference, they must include a copy in their proposal of the Resident Veteran business certificate issued by the State of New Mexico Taxation and Revenue Department and complete the Resident Veterans Preference Declaration form included in the Required Forms Section. This preference will not apply when the expenditure includes federal funds for a specific purchase.

24. **RFP RESPONSES** – By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.
25. **SOLE INTERPRETER** – Quay County has the right to refuse any or all proposals and is the sole interpreter of the intent of any clause of the specifications and sole judge as to whether the item proposed or any part or fitting thereof complies with the specifications.

PART II – THE PROJECT

OVERVIEW

Quay County, New Mexico is soliciting qualification-based proposals from highly qualified firms to enter into an agreement for Fiscal Audit Services for Quay County. Proposers must demonstrate that they have the professional knowledge, experience and technical expertise required to complete this project. The County intends to enter into a contract with one firm to provide the above-mentioned services from the date of award until June 30, 2024, with the option to renew at the discretion of the County for an additional two (2) one-year terms.

SCOPE OF WORK

- ☐ The selected vendor will perform annual fiscal audits of all Quay County financial activities in accordance with NM State Audit Rule (a copy may be obtained from the State Auditor's Office web page at http://www.saonm.org/).

- ☐ Independent Fiscal Audit Services are being sought for:

  - o Financial Statement Audit
  - o Financial Statement Preparation
  - o Other: any other component units as determined by Quay County

- ☐ The contractor will conduct the audit in accordance with all relevant statutes, laws, and regulations.

- ☐ The selected vendor will be expected to sign the audit contract forms provided by New Mexico State Auditor's Office (See Sample Contract). Any vendor who is not willing to sign the contract as provided will be determined to be non-responsive.

- ☐ The initial term of the contract is for one (1) year beginning with the audit of the fiscal year ending June 30, 2023 with an option to renew upon mutual acceptance on an annual basis two (2) additional times for a total of three (3) years at the same price, terms, and conditions as stated in the original proposal.

- ☐ The proposal submitted by each vendor shall include proof of the relevant firm profile filed with the NM State Auditor's Office and a copy of their most recent external quality control review report.

- ☐ A draft of the financial statements and a copy of the proposed audit adjustments must be submitted to Quay County no later than ten (10) working days before the report due date.

- ☐ Liquidated damages equal to .5% per annum of the total audit contract (excluding Gross Receipts Tax) for each working day beyond the stipulated due date may be charged upon unjustified failure to meet delivery requirements.

- ☐ Proposals should be formatted to address each of the **evaluation criteria** in the order in which they are listed on the Evaluation Criteria Table (see page 13).

NARRATIVE RESPONSE

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

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

- ☐ **Past Record of Performance and References -** Include a list of all same or similar projects and client names and telephone numbers of clients for which these services have been performed, currently or in the recent past. Please do not include Quay County Personnel. If your company has completed prior projects for Quay County, performance on those projects will be considered. Please note that required references must be submitted but may or may not be contacted at the discretion of the Evaluation Committee. Provide your business location and indicate previous projects completed in Quay County or vicinity.

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

- ☐ **Cost/Price:** A separate fee proposal shall be included for Quay County; list your firms pricing for the services requested by this RFP.

Failure to adequately address and meet the proposal requirements may be cause for the proposal to be deemed non-responsive by the Procurement Officer.

METHOD OF AWARD

An evaluation committee will judge the merits of proposals received in accordance with the evaluation factors

defined herein. Failure of the Offeror to provide any information requested in this Request for Proposal may result in disqualification of the proposal and shall be the sole responsibility of the Offeror. Quay County reserves the right to conduct an interview with finalists responding to this RFP. However, contracts may be awarded without such interview.

COST PROPOSAL

Complete a separate Cost Proposal Form for Quay County, sign and include with your proposal response. (see Part III)

EVALUATION

The following is a summary of evaluation factors with the corresponding weight given to each. These, along with the general requirements, will be used in the evaluation of Offerors' proposals.

EVALUATION CRITERIA

Evaluation Criteria	Points	Points Award
Section I. Capability of Firm		
A) The firm has the resources to perform the type and size of audit required. # of firm team members Total audit hours available	0-50	
B) External Quality Control Review (Peer Review) 1. Peer review results: Obtain most recent copy of the external quality control review report including letter of comments. Opinion received_____ Unmodified 10 Modified 5 2. References and prior experience (should include timeliness, planning, technical expertise, etc.).	0-50 0-50	
C) Organization and completeness of proposal for audit services.	0-100	
Section I Total		
Section II. Work Requirements & Audit Approach		
A) Auditor knowledge of agency needs and product to be delivered.	0-50	
B) Proposal or bid contains a sound technical plan and realistic estimate of time to complete the audit.	0-100	
Start End Date	0-50	
C) If the proposal or bid is for a multi-year contract, approach for planning and conducting the work efforts of subsequent years.	0-50	
Section II Total		
Section III. Technical Experience		
A) Governmental audit experience of audit firm	0-100	
B) Audit team experience:		
1. Overall Experience and Specialization in government (e.g., state agencies, schools, hospitals, counties, cities, etc.), including component units (housing authorities, charter schools, foundations)	0-200	
C) Attendance at continuing professional education seminars or meetings on auditing, accounting and regulations directly related to state and local government audits and th e agency.	0-50	
Section III Total		
Section IV. Other Strengths		
Specify	0-50	
Section V. Cost		
☐ This following formula will be used to award points for price (include total cost for all three years): **Lowest Price ÷ This Offerors' Price X 100 Points** _____ Lowest cost divided into this offer's cost.	100	
Total Points	1000	

SUBMITTAL FORMAT

Submit One (1) original and four (4) copies of your proposal in the following order:

1. Attachment A - Completed Cover Letter - Transmittal Form (see Part III – Required Forms)
2. Narrative Written Response (See Requirements Section B above)
3. Attachment B Cost Proposal (see Part III – Required Forms)
4. References
5. Executed Contract Section II Forms (See Part III – Required Forms)
   - Attachment C – Campaign Contribution Disclosure Form
   - Attachment D – Related Party Disclosure Form
   - Attachment E – Certification Regarding Debarment & Suspension
   - Attachment F - Non-Collusion Affidavit
6. Other Documents checked as required in the Checklist. (See Part III)
7. Maximum page limit is 50 pages not including item 5, Required Forms.

PART III - REQUIRED FORMS

Attachment A

Quay County Proposal Transmittal Form

RFP # **23-01** TITLE: **Fiscal Audit Services**

Due Date/Time: 04/17/2023 @ 5:00 pm Location: 300 S Third St Managers Office Third Floor Tucumcari NM 88401

Procurement Officer: Cheryl Simpson, Finance Director Email: cheryl.simpson@quaycounty-nm.gov

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As applicable, all items below must be completed in full. Failure to complete may be grounds for disqualification.

Legal Name of Submitting Organization_____

Contact Person authorized to negotiate and contractually obligate the Organization:

Name_____Title_____

Email _____Phone _____Cell _____

Street Address _____

City/State/Zip _____

Alternate Contact Information:

Name_____Title _____

Email _____Phone_____Cell _____

On behalf of the submitting organization above:

- ☐ I accept all Terms and Conditions Governing this Procurement as required.
- ☐ I acknowledge receipt of any and all amendments to this Bid.
- ☐ I have read and concur with the terms and conditions of the County's contract documents, and, if objections, I have provided suggested alternative language in my response.
- ☐ I concur, as applicable, that submission of this bid or proposal constitutes acceptance of Evaluation Factors.
- ☐ Our organization is committed to and will comply and act in accordance with the following:
  1. Federal Executive Orders relating to the enforcement of civil rights;
  2. New Mexico State Statutes regarding enforcement of civil rights;
  3. Federal Code, 5 USCA 7201 et. seq., Anti-discrimination in Employment;
  4. Executive Order No. 11246, Equal Opportunity in Federal Employment;
  5. Title 6, Civil Rights Act of 1964; and
  6. Requirements of the Americans with Disabilities Act of 1990 for work performed under this contract.

_____ _____

Authorized Signature Date

Contract Section II - Attachment B

Cost Proposal

Organization Name: _____Date: _____

I. PAYMENT SCHEDULE

Payments will be made in accordance with Article 5 – Section I of this Agreement. (Purchasing Department must approve any other financial agreements in advance)

II. COST PER UNIT OF SERVICE OR GOOD(S) PROCURED:

Include all costs on a "per unit" basis and total cost such as:

Category	**2023**		**2024**		**2025**	
	Year 1 Hours	Year 1 Cost	Year 2 Hours	Year 2 Cost	Year 3 Hours	Year 3 Cost
Financial Statement Audit						
Financial Statement Preparation						
Federal Single Audit						
Other allowed non-audit services						
Component Units						
Other						
SUBTOTAL						
Gross Receipts Tax						
TOTAL						

II. TOTAL CONTRACT COST FOR FISCAL YEAR 2023 $ _____

Attached additional sheets as needed.

_____

Signature Date

JUSTIFICATION FOR UNIT VALUE OF SERVICE CALCULATIONS.

Contract Section II - Attachment C

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 Proposer 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 Proposer must disclose whether they, a family member or a representative of the prospective Proposer 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 Proposer submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the Proposer signs the contract, if the aggregate total of contributions given by the prospective Proposer, a family member or a representative of the prospective Proposer to the public official exceeds two hundred and fifty dollars ($250.00) 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 Proposer, a family member of the prospective Proposer, or a representative of the prospective Proposer 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 Proposer 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 Proposer.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE PROPOSER 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 Proposer 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 Proposer, if the prospective Proposer is a natural person; or (b) an owner of a prospective Proposer.

"**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 Proposer**" 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 Proposer**" 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 Proposer.

Name(s) of Applicable Public Official(s) if any: **Board Of County Commissioners: Robert Lopez, Jerri Rush,Brian Fortner; Assessor Janie Hoffman; Clerk Ellen White; Probate Judge Christina Wilson; Treasurer Patsy Gresham; and Sheriff Dennis Garcia**

(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE PROPOSER:

Contribution Made By: _____

Relation to Prospective Proposer: _____

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 ($250.00) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____
Signature Date

_____
Title (Position)

Contract Section II - Attachment D

Related Party Disclosure Form

1. Are you indebted to or have a receivable from any member of the Board of County Commissioners; elected county officials, administration officials, department heads, and key management supervisors with Quay County?

Yes _____ No _____

2. Are you, or any officer of your company related to any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors of Quay County and have you had any of the following transactions to which Quay County was, is to be, a party?

	Yes	No
Sales, Purchase or leasing of property? Receiving, furnishing of goods, services or facilities?	___	___
Commissions or royalty payments	___	___

3. Does any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with Quay County, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with Quay County?

Yes _____ No ____

4. Did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with Quay County?

Yes _____ No _____

5. Are you negotiating to employ, or do you currently employ any employee, officer or family member of an employee or officer of County of Quay?

Yes _____ No _____

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature of Owner or Company President: _____Date_____

(Print Name and Title): _____ _____

Contract Section II - Attachment E

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and

4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to $10,000.00 or imprisonment for up to 5 years, or both.

_____

Print Name of Authorized Representative Title

_____

Signature of Authorized Representative Date

Contract Section II - Attachment F

NON-COLLUSION AFFIDAVIT

STATE OF _____)

County OF_____)

_____(name) being first duly sworn, deposes and of says that he/she is (title) _____
(organization) _____

who submits herewith to Quay County, a proposal: That all statements of fact in such proposal are true:

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said Proposer has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of Quay County, or of any Proposer of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading or proposal, said Proposer:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said Proposer or anyone else would submit a false or sham proposal, or that anyone Shall refrain from proposing or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, proposal depository or to any member or agent thereof, or to any individual or group of individuals, except that of Quay County, or to any person or persons who have a partnership or other financial interests with said Proposer in his business.

By:_____

Title_____

SUBSCRIBED and sworn to before me this _____day of _____, 20_____.

Notary Public: _____
My Commission Expires:

RESIDENT VETERANS PREFERENCE CERTIFICATION FORM

_____(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 revenue starting January 1 and 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 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 the penalty of perjury that during the last calendar year starting January 1 sand 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 §13-1-21 or §13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans' preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be. I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

_____ _____

Signature of authorized business representative Date

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 cancelation of award of the procurement involved if the statements are proven to be incorrect.

CHECKLIST

QUAY COUNTY PURCHASING DEPARTMENT RFP Title:

23-01 Fiscal Year 23 Annual Audit

Required For This Procurement	*Proposer Check List X*	*Item to be included in the Proposer Submission Packet* ORGANIZE DOCUMENTS IN THE ORDER LISTED
Yes		*1 original and 4 copies of proposal / bid packet*
Yes		*Completed and signed Proposal / Transmittal Cover Sheet*
Yes		*Completed Mandatory Response Form*
Yes		*Narrative per requirements as specified in Part II Section B*
Yes		*Cost Proposal – Completed*
Yes		*Executed Contract Section II Forms,* - *Attachment C, Campaign Contributions* - *Attachment D, Related Party* - *Attachment E, Debarment* - *Attachment F, Non-Collusion*
Yes		*Resumes / Certifications / Licenses of Key Personnel*
Yes		*Copy of current annual certificate of business registration*
Yes		*References (5)*
Yes		*Acknowledge all Addenda, if applicable*
If Applicable		*NM Tax and Revenue Resident and/or Veteran's Preference certificates.*
If Applicable		*Veterans Preference Certification Form*
If Applicable		*Copy of License / Certifications as applicable to the Job*

Remember to clearly mark your proposal with the RFP Title, Number and Opening Date on the front of the envelope or box.