



Village of Corrales

REQUEST FOR PROPOSALS (RFP)

RFP # 17-002

Financial Audit Services

**Village of Corrales
4324 Corrales Road
Corrales, New Mexico 87048**

April 21, 2017

NOTICE

This Request for Proposal (RFP) is being issued pursuant to The New Mexico Procurement Code Sections 13-1-28 through 13-1-99 NMSA 1978, which imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

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1. **Introduction**

Village of Corrales is requesting proposals for Independent Public Accountants (IPAs) to perform the annual financial and compliance audit of the Agency's financial statements for the fiscal years ending June 30, 2017, 2018, and 2019. Pursuant to the Audit Act, Section 12-6-3 (A) NMSA 1978:

The financial affairs of every agency shall be thoroughly examined and audited each year by the State Auditor and personnel of his office designated by him or by independent auditors approved by him. The audits shall be conducted in accordance with generally accepted auditing standards.

Village of Corrales invites approved Independent Public Accountants (IPAs) by the NM Office of the State Auditor (offerors) to submit proposals in accordance with the outline and specifications contained in this Request for Proposals (RFP). This RFP contains a specific request for information. In responding to this RFP, offerors are encouraged to provide any additional information they believe is relevant. This RFP is being issued pursuant to the New Mexico Procurement Code and shall be governed by its provisions.

A) Summary Scope of Work

The scope of work consists of conducting a financial and compliance audit of applicable Municipal financial records for the periods of fiscal years ending June 30, 2017, 2018, and 2019. This shall be performed in accordance with the detailed scope of work contained in the contract found at Appendix C. The audit shall be conducted in accordance with generally accepted audit standards issued by the New Mexico State Auditor in accordance with 2.2.2. NMAC ("Audit Rule 2017"), Section 2.2.2.8(A).

B) Scope of Procurement

The scope of the procurement consists of reviewing required materials, conducting a financial audit, a proprietary fund audit, and may include a Federal Single Audit. The audit(s) will include preparing and providing a written report of their findings and providing an entrance/exit conference. Also included is the filing of any such forms and other paperwork that may be necessary under law to satisfy the annual audit requirements of the New Mexico State Auditor. The duration of the professional services contract resulting from this RFP shall be for three (3) years from the date of award. Under no circumstance shall the term of this contract, including all extensions and renewals, exceed three (3) years. This procurement will result in a single contract award.

C) Resident/Veteran Business Preference

Resident Business Preference

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

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

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

Resident/Veteran Business:

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

Resident Veterans Preference

Effective July 1, 2012, certain preferences are available to Resident Veteran Businesses. Please see Section V.D.4 for more information and especially note Appendix H.

2. Sequence of Events

<u>Event</u>	<u>Tentative Date</u>
1. Release of RFP	April 21, 2017 (Friday)
2. Deadline to Submit Additional Questions	April 26, 2017 (Wednesday) – 5:00pm (MST)
3. Response to Written Questions/RFP Amendments	April 28, 2017 (Friday)
4. Submission Deadline – No later than	May 5, 2017 (Friday) – 3:00pm (MST)
5. Opening & Evaluation of Proposals	May 5, 2017 (Friday)
6. Contract Award – Council Approval	May 9, 2017 (Tuesday)

The selection date is subject to extension at the discretion of the Village. The effective date of the contract is tentative and depends on the selection date and the time required for contract negotiation and preparation. The events identified in the schedule above are briefly described below.

3. Release of RFP

Notice of the RFP will be published at least once in the local paper and on the village webpage. A copy of the RFP is available on our website at the following address, www.Corrales-NM.org/RFP Prospective offerors may submit addition written questions as to the intent or clarity of this RFP until 5:00PM MDT on April 26, 2017. All questions must be sent by e-mail to the Village Clerk (JHise@Corrales-nm.org).

Village of Corrales
Jennifer Hise, Village Clerk
4324 Corrales Road
Corrales, NM 87048
JHise@Corrales-NM.org

NOTE: All deliveries via express carrier (INCLUDING PROPOSAL DELIVERY) should be addressed to Jennifer Hise's attention with the above stated mailing address.

4. Response to written questions/RFP amendments

Written responses to written questions and any RFP amendments will be posted to the Village of Corrales RFP website (www.Corrales-NM.org/RFP). If there are any amendments to the RFP, they shall be in writing from the Village of Corrales Administration and shall be transmitted to all firms and individuals who received the RFP. Amendments shall be distributed with sufficient time to allow offerors to consider the amendments in preparing their proposals. If necessary, the deadline for submission of proposals shall be extended by the amendment.

5. Cancellation of RFP and Rejection of Proposals

Village of Corrales reserves the right to cancel this RFP at any time and for any reason. Village of Corrales reserves the right to its sole discretion to reject any and all proposals in whole or in part. Village of Corrales shall not be responsible for the payment of any costs incurred by the offeror in the preparation or submission of a proposal.

The issuance of the RFP, the receipt of proposals or the selection of a firm or individual in no manner obligates Village of Corrales to the eventual purchase of services. This process is solely at the discretion of Village of Corrales and may be terminated without penalty or obligation at any time prior to the signing of a written contract.

6. Submission & Opening of Proposals

Five (5) originals of the proposal and supporting documentation shall be submitted to Village of Corrales. Sealed proposals must be in the format specified in Item 5 below. Proposals must be signed, and the authority of the individual signing must be stated on the proposal. **The deadline for receipt of proposals is May 5, 2017 no later than 3:00 p.m. local time. Proposals may be mailed or hand delivered to the Clerk's Office at the address listed below. Proposals will be time-stamped upon receipt.** All proposals shall be submitted in sealed envelopes marked "RFP 2017-002 for Audit Services for Village of Corrales." Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

All proposals must be addressed to:

**Village of Corrales
Attention: Jennifer Hise, Village Clerk
RE: RFP 2017-002
4324 Corrales Road
Corrales, NM 87048**

A proposal may be modified by an offeror prior to the deadline for submission of proposals by delivery of a written modification to the above address. The sealed envelope shall be marked "Modification to Proposal for Audit Services."

A proposal may be withdrawn prior to the deadline for submission of proposal by delivering a properly executed written notice to Village of Corrales Clerk's Office at the address listed above. Any proposal or modification received after the deadline for submission of proposals will be considered late. No late proposal or late modification will be considered unless it would have been timely but for the action or inaction of the Village of Corrales.

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 prior to contract award. Proposals will be opened at the Village of Corrales, Finance & Administration, 4324 Corrales Road, Corrales, New Mexico, on May 5, 2017. Proposals will not be opened publicly but will be available for public inspection after the award and negotiation of the contract by Village of Corrales, Village Administrator.

7. Evaluation of Proposals

Proposals will be evaluated by a Village of Corrales Selection Committee using the criteria listed in Appendix F (page 22). During the evaluation process, the Selection Committee may seek clarification from offerors.

8. Contract Award

Any contract shall be awarded to the Offeror whose proposal is most advantageous to the Village, taking into consideration the evaluation factors set forth in this RFP. The date of the opening and evaluation is subject change at the discretion of the Purchasing Officer.

9. Proposal Format

Proposals must at a minimum contain the following information in the order listed, unless marked optional.

- A. Table of Contents
- B. Completed/Signed Acceptance of Conditions (Appendix A)
- C. Completed/Signed Letter of Transmittal (Appendix B)
- D. Proposal Summary
- E. Response to Mandatory Specifications
- F. Signed State of New Mexico Audit Contract (Appendix C)
- G. Signed Campaign Contribution Disclosure Form (Appendix D)
- H. Signed Vendor Conflict of Interest and Debarment/Suspension Certification Form (Appendix E)
- I. Resident/Veterans Preference Certification (Appendix H) (optional)
- J. Other Supporting Material (optional)

10. Mandatory Specifications

The failure of an offeror to meet mandatory specification will result in disqualification of the proposal.

- A. IPA listed in Approved New Mexico Auditor IPA listing
- B. Offeror Experience
- C. On-Site Manager and Other On-Site Personnel
- D. Resumes
- E. External Quality Control Review
- F. Technical Plan
- G. Cost Response Form, Appendix G

11. Evaluation of Proposal, Rating Criteria & Award

The Village of Corrales reserves the right to conduct discussions with responsible offerors who submit acceptable or potentially acceptable proposals. Proposals may be accepted and evaluated without such discussion. The responsible offeror whose proposal is most advantageous to the Village shall be selected to perform the services. Please see Appendix F for the rating criteria and point scale.

12. Contract Terms and Conditions

The contract used will be the **State of New Mexico Audit Contract**, a copy of which is attached.

- A. Scope of Work – As defined in the NM Audit Contract.
- B. Delivery and Reproduction – As defined in the NM Audit Contract.
- C. Compensation – As agreed to by Village of Corrales and contractor and as approved by State Auditor.
- D. Term – Effective on the date signed by the State Auditor and extending for a period of one year, subject to annual extensions if agreed to and approved by the State Auditor, up to 3 years total.
- E. Termination, Breach and Remedies – As defined in the NM Audit Contract.
- F. Status of Contractor – The contractor and his agents and employees are independent contractors performing professional services for Village of Corrales and are not employees of Village of Corrales. The Contractor and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of Village of Corrales (if any) by virtue of the contract.
- G. Assignment – The Contractor shall not assign or transfer any interest in the contract or assign any claims for money due or to become due under the contract.
- H. Subcontracting – As defined in the NM Audit Contract.
- I. Records and Audit – As defined in the NM Audit Contract.
- J. Release – As defined in the NM Audit Contract.
- K. Confidentiality – As defined in the NM Audit Contract
- L. Product of Service: Copyright – As defined in the NM Audit Contract.
- M. Conflict of Interest – The Contractor shall warrant that he has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract. The contractor certifies that the requirements of the governmental conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.
- N. Independence – As defined in the NM Audit Contract.
- O. Amendment – The contract shall not be altered or amended except by an instrument in writing executed by the parties and approved by the State Auditor. The engagement letter and/or any documentation included with the engagement letter shall not be interpreted to amend the contract.
- P. Scope of Contract – As defined in the NM Audit Contract.
- Q. Applicable Law – The contract shall be governed by the laws of the State of New Mexico.
- R. Agency Books and Records – As defined in the NM Audit Contract

- S. Appropriations – As defined in the NM Audit Contract.
- T. Notice – As defined in the NM Audit Contract.
- U. Equal Opportunity Compliance – As defined in the NM Audit Contract
- V. Working Papers – As defined in the NM Audit Contract
- W. Engagement & Management Representation Letters – As defined in the NM Audit Contract.
- X. Designated on-site Staff – As defined in the NM Audit Contract
- Y. Other Provisions – As defined in the NM Audit Contract

13. Protest

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

Village of Corrales
Attn: Jennifer Hise, Village Clerk
4324 Corrales Road
Corrales, New Mexico 87048

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

Appendix A

Acceptance of Conditions

**Request for Proposals
RFP# 17-002**

**AUDIT SERVICES FOR
VILLAGE OF CORRALES**

The undersigned certifies that he/she has read and understood the following general conditions and that the firm represented accepts the conditions and submits the attached proposal in full compliance with the General Proposal Conditions.

Name of Firm

Mailing Address of Firm

City, State and Zip Code

Telephone Number

Fax Number

Signature of Owner, Partner, Officer or Authorized Agent

Date

Appendix B

Letter of Transmittal Form

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

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

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

Name	
Title	

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

Name	
Title	
E-Mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone Number	

5. Declarations:

- I certify that I am authorized to contractually bind my company.
- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I acknowledge receipt of any and all amendments to this RFP.
- I certify that my company/entity/organization commits to comply and act in accordance with (1) Federal Executive Orders and New Mexico State Statutes relating to the enforcement of civil rights, (2) Federal Code 5 USCA 7201 et. seq., Anti-Discrimination in Employment; (3) Executive Order No. 11246, Equal Opportunity in Federal Employment; (4) Title 6, Civil Rights Act of 1964; and (5) Requirements of the American with Disabilities Act of 1990 for work performed as a result of this RFP.

_____, 2017

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

Appendix C

STATE OF NEW MEXICO AUDIT CONTRACT

Village of Corrales

Hereinafter referred to as the "Agency," and

Hereinafter referred to as the "Contractor," agree:

As required by the Audit Rule, NMAC Section 2.2.2.1 et seq., Contractor agrees to, and shall, inform the Agency of any restriction placed on Contractor by the Office of the State Auditor pursuant to NMAC Section 2.2.2.8, and whether the Contractor is eligible to enter into this Contract despite the restriction.

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

- A. The Contractor shall conduct a financial and compliance audit of the Agency for Fiscal Year 2017 in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, the Audit Act and the Audit Rule (NMAC Section 2.2.2.1 et seq.)

2. **DELIVERY AND REPRODUCTION**

- A. In order to meet the delivery terms of this Contract, the Contractor shall deliver the following documents to the State Auditor on or before the deadline set forth for the Agency in NMAC Section 2.2.2.9:
- (1) an organized, bound and paginated hard copy of the Agency's audit report for review;
 - (2) a copy of the signed management representation letter provided to the IPA by the Agency as required by AU-C 580; and
 - (3) a copy of the completed State Auditor Report Review Guide available at www.osanm.org;
- B. Reports postmarked by the Agency's due date will be considered received by the due date for purposes of NMAC Section 2.2.2.9. Unfinished or excessively deficient reports will not satisfy this requirement; such reports will be rejected and returned to the Contractor and the State Auditor may take action in accordance with NMAC Section 2.2.2.13. If the State Auditor does not receive copies of the management representation letter and the completed Report Review Guide with the completed Report Review Guide with the audit report or prior to submittal of the audit report, the State Auditor will not consider the report submitted to the State Auditor.

- C. As soon as the Contractor becomes aware that circumstances exist that will make the Agency’s audit report late, the Contractor shall immediately provide written notification of the situation to the State Auditor. The notification shall include an explanation regarding why the audit report will be late, when the IPA expects to submit the report and the concurring signature by the Agency.
- D. Pursuant to NMAC Section 2.2.2.10, the Contractor shall prepare a written and dated engagement letter that specific responsibilities of the Contractor and the Agency.
- 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 after the date of the authorization to print and submit the final audit report, the Contractor shall provide the State Auditor an electronic version of the audit report, in PDF format, and the electronic copy of the Excel version of the Summary of Findings Form, Vendor Schedule, Fund Balances, and any GASB 77 data (if applicable). After the State Auditor officially releases the audit report by issuance of a release letter, the Contractor shall deliver 12 copies of the audit report to the Agency. The Agency or Contractor shall ensure that every member of the Agency’s governing authority shall receive a copy of the report.
- F. The Agency, upon delivery of its audit report, shall submit to the Federal Audit Clearinghouse (FAC) the completed data collection form and the reporting package described in § 200.512 of Uniform Guidance for Federal Awards. The submission is required to be made with 30 calendar day of receipt of the auditor’s report, or nine months after the end of the audit period.

3. COMPENSATION

- A. The total amount payable by the Agency to the Contractor under this Contract shall not exceed \$ _____ **plus applicable gross receipts tax**
- B. Contractor agrees not to, and shall not, perform any services in furtherance of this Contract prior to approval by the State Auditor. Contractor acknowledges and agrees that it will not be entitled to payment of compensation for any services performed by Contractor pursuant to this Contract prior to approval by the State Auditor.
- C. Total Compensation will consist of the following:

Services	Amounts
(1) Financial statement audit	
(2) Federal single audit	
(3) Financial statement preparation	
(4) Other nonaudit services, such as depreciation schedule updates	
(5) Other (i.e., foundations or component units, specifically identified)	

Total Compensation = _____ plus applicable gross receipts tax

- D. The Agency shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this contract and invoiced by the Contractor. Payment is subject to availability of funds pursuant to the Appropriations paragraph set forth below.
- E. The State Auditor may authorize progress payments to the Contractor by the Agency; provided that the authorization is based upon evidence of the percentage of audit work completed as the date of the request for partial payment. Progress payments up to 70% do not require State Auditor approval, provided that the Agency certifies receipt of services. The Agency must monitor audit progress and make progress payments only up to the percentage that the audit is completed prior to making such payment. Progress payments of 70% or more but less than or equal to 90% require State Auditor approval after being approved by the Agency. If requested by the State Auditor, the Agency shall provide a copy of the approved progress billings. The State Auditor may allow only the first 50% of progress payments to be made without State Auditor approval if the Contractor's previous audits were submitted after the due date. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in accordance with the provisions of this Contract and applicable rules of the State Auditor.

4. TERM

Unless terminated pursuant to Paragraphs 5 or 19, this Contract shall terminate one calendar year after the latest date on which it is signed.

5. TERMINATION, BREACH AND REMEDIES

A. This Contract may be terminated:

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

B. By termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If the Agency or the State Auditor terminates this Contract, the Contractor shall be entitled to compensation for work performed prior to termination in the amount of earned, but not yet paid, progress payments, if any, that the State Auditor has authorized to the extent required by Paragraph 3(E). If the Contractor terminates this Contract for any reason other than Agency's breach of this Contract, the Contractor shall repay to the Agency the full amount of any progress payments for work performed under the terms of this Contract.

- C. Pursuant to NMAC Section 2.2.2.9, the State Auditor may disqualify the Contractor from eligibility to contract for audit services with the State of New Mexico if the Contractor knowingly makes false statements, false assurances or false disclosures under this Contract. The State Auditor on behalf of the Agency or the Agency may bring a civil action for damages or any other relief against a Contractor for a material breach of this Contract.
- D. THE REMEDIES HERIN ARE NOT EXLUSIVE, AND NOTHING IN THIS SECTION 5 WAIVER OTHER LEGAL RIGHTS AND REMEDIES OF THE PARTIES.

6. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the Agency as a result of this Contract. The Contractor agrees not to bind the State of New Mexico to any obligation not assumed under this Contract unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract.

8. SUBCONTRACTING

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the Agency and the State Auditor. An agreement between the Contractor and a subcontractor to subcontract any portion of the services under this Contract shall be completed on a form prescribed by the State Auditor. The agreement shall be an amendment to this Contract and shall specify the portion of the audit series to be performed by the subcontractor, how the responsibility for the audit will be shared between the Contractor and the subcontractor will be paid. Pursuant to NMAC Section 2.2.2.8, the Contractor may subcontract only with independent public accounting firms that are on the State Auditor's List of Approved Firms, and that are not otherwise restricted by the Office from entering into such a contract.

9. RECORDS

The Contractor shall maintain detailed time records that indicate the date, time, and nature of services rendered during the term of this Contract. The Contractor shall retain the record for a period of at least five (5) years after the date of final payment under this contract. The records shall be subject to inspection by the Agency or the State Auditor. The Agency or the State Auditor may audit billings both before and the after payment. Payment under this Contract shall not foreclose the right of the Agency or the State Auditor on behalf of the Agency to recover excessive or illegal payments.

10. RELEASE

The Contractor, upon receiving final payment of the amounts due under the Contract, releases the State Auditor, the Agency, their respective officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Contract. This paragraph

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

11. CONFIDENTIALITY

All information provided to or developed by the Contractor from any source whatsoever in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor, except in accordance with this Contract or applicable standards, without the prior written approval of the Agency and the State Auditor.

12. PRODUCT OF SERVICES; COPYRIGHT AND REPORT USE

Nothing developed or produced, in whole or in part, by the contractor under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. The Agency and the State Auditor may post an audited financial statement on their respective websites once it is publicly released by the State Auditor. For District Courts and District Attorneys only, the contractor agrees that the Financial Control Division of the Department of Finance and Administration (DFA) is free to use the audited financial statements in the statewide Comprehensive Annual Financial Report (CAFR) and that the Contractor's audit report may be relied upon during the audit of the statewide CAFR, if applicable. However, DFA should not provide to any third party, other than the CAFR auditor, the District Courts' or District Attorneys' draft audit reports or their opinion letters or findings.

13. CONFLICT OF INTEREST

The Contractor represents and warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. Each of the Contractor and the Agency certifies that it has followed the requirements of the Governmental Conduct Act, Section 10-16-1, et seq., NMSA 1978, regarding contracting with a public officer, state employee or former state employee, as required by the applicable professional standards.

14. INDEPENDENCE

The Contractor represents and warrants is personal, external and organizational independence from the Agency in accordance with the *Government Auditing Standards 2011 Revision*, issued by the Comptroller General of the United States, and NMAC Section 2.2.2.8. The Contractor shall immediately notify the State Auditor and the Agency in writing if any impairment to the Contractor's independence occurs or may occur during the period of this Contract.

15. AMENDMENT

This Contract shall not be altered, changed or amended except by prior written agreement of the parties and with the prior written approval of the State Auditor. Any amendments to this Contract shall comply with the Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.

16. MERGER

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

otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. Contractor and Agency shall enter into and execute an engagement letter pursuant to NMAC Section 2.2.2.10, consistent with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAGAS). The engagement letter and any associated documentation included with or referenced in the engagement letter shall not be interpreted to amend this Contract. Conflicts between the engagement letter and this Contract are governed by this Contract, and shall be resolved accordingly.

17. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Contract. By execution of this Contract, Contractor irrevocably consents to the exclusive personal jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising from or related to this Contract.

18. AGENCY BOOKS AND RECORDS

The Agency is responsible for maintaining control of all books and records at all times and the Contractor shall not remove any books and records from the Agency's possession for any reason.

19. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the legislature or the Agency's governing body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature or the Agency's governing body, this Contract shall terminate upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. This section of the Contract does not supersede the Agency's requirement to have an annual audit pursuant to Section 12-6-3(A) NMSA 1978.

20. PENALTIES FOR VIOLATION OF LAW

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

21. EQUAL OPPORTUNITY COMPLIANCE

The Contractor shall abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws, rules, regulations and orders, the Contractor assures that no person in the United States shall, on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or serious medical condition, spousal affiliation, sexual orientation or gender identity be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If the Contractor is found not to be in compliance with these requirements during the life of this Contract, the Contractor shall take appropriate steps to correct these deficiencies.

22. WORKING PAPERS

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

- B. The Contractor shall follow the guidance of AU-C 210 A.27 to A.31 and AU-C 510.A3 to .A11 in communications with the predecessor auditor and to obtain information from the predecessor auditor’s audit documentation.

23. DESIGNATED ON-SITE STAFF

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

24. INVALID TERM OR CONDITION

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

25. OTHER PROVISIONS

In order to meet the delivery terms of this Contract, the Contractor shall deliver the following documents to the State Auditor on or before **December 1, 2017**.

SIGNATURE PAGE

This Contract is made effective as of the date of the latest signature.

AGENCY

CONTRACTOR

Village of Corrales

PRINTED
NAME: _____

PRINTED
NAME: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

State Auditor Contract No. FY _____ - _____

Appendix D

Campaign Contribution Disclosure Form

Pursuant to Chapter 81, Laws of 2006, 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. 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.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution: includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or 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.

“Contract” means any agreement subject to the competitive sealed proposal process set forth in the Procurement Code or is not subject to the competitive sealed proposal process because it qualifies for sole source or small purchase contract.

“Family Member” means spouse, father, mother, child, father-in-law, mother-in-law, and daughter-in-law or son-in-law.

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

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

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

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

DISCLOSURE OF CONTRIBUTIONS: (if none sign bottom signature line)

Contributions Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size) _____

Signature

Date

Title (position)

-OR-

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

Signature

Date

Title (position)

Appendix E

**Vendor Conflict of Interest and
Debarment/Suspension Certification Form**

Conflict of Interest

No employee or Village of Corrales has a direct or indirect interest in the Contractor or in the proposed transaction (unless Contractor is a publicly traded company and the employee or Trustee's interest is less than one percent of the Contractor).

Contractor neither employs nor is negotiating to employ any Village of Corrales or member of the Village of Corrales Governing body.

Contractor did not participate directly or indirectly in the preparation of specifications upon which the quote or offer is made.

If the Contractor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Contractor, please identify legislator: _____.

List below the name and social security number of any employee of the Contractor or person assisting in the proposed transaction in any way who was a Village of Corrales within the preceding 12-month period.

Debarment/Suspension Status

1. The Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency.
2. The Contractor agrees to provide immediate notice to Village of Corrales Clerk's Office in the event of being suspended, debarred or declared ineligible by any department or Federal Agency, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

Certification

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

Signature: _____ Title: _____

Company: _____ Date: _____

Appendix F

Evaluation of Proposal

Name of Agency _____
Agency Contact _____ Phone No. _____
Audit Firm Name _____ Date Completed _____

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.

Requirements	Points Avail.
Letter of Transmittal Form	0*
Approved Independent Public Accountant	0*
IPA Capabilities	20
Work Requirements and Audit Approach	25
Technical Experience	25
Capability and Agreement to Perform	0*
Campaign Contribution Disclosure Form	0*
Cost	30
Total	100

*Pass/Fail only.

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

B. Evaluation Factors: Mandatory Requirements

1. Letter of Transmittal Form (0 Points)

Pass/Fail only.

2. Approved Independent Public Accountant (0 Points)

Pass/Fail only.

3. IPA Capabilities (20 Points)

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

4. Work Requirements and Audit Approach (25 Points)

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

5. Technical Experience (25 Points)

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

6. Capability and Agreement to Perform (0 Points)

Pass/Fail only.

7. Campaign Contribution Disclosure Form (0 Points)

Pass/Fail only.

8. Cost (30 Points)

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

$$\text{Offeror's Points} = \frac{\text{Lowest Annual Proposed Cost}}{\text{This Offeror's Annual Proposed Cost}} \times 30$$

C. Evaluation Factors: Desirable Requirements

There are no desirable requirements associated with this procurement.

Appendix G

Cost Response Form

RFP# 17-002

Audit Services for Village of Corrales

State gross receipts shall not be included in the Total Proposed Cost.

OFFEROR NAME: _____

Breakdown	1st Year	1st Year	2nd Year	2nd Year	3rd Year	3rd Year
	Hrs - FYE	Cost - FYE	Hrs - FYE	Cost - FYE	Hrs - FYE	Cost - FYE
	<u>6/30/2017</u>	<u>6/30/2017</u>	<u>6/30/2018</u>	<u>6/30/2018</u>	<u>6/30/2019</u>	<u>6/30/2019</u>
Financial Statement Audit	_____	\$ _____	_____	\$ _____	_____	\$ _____
Federal Single Audit	_____	\$ _____	_____	\$ _____	_____	\$ _____
Financial Statement	_____	_____	_____	_____	_____	_____
Preparation	_____	\$ _____	_____	\$ _____	_____	\$ _____
Other (i.e, compnent units -	_____	_____	_____	_____	_____	_____
WW Enterprise)	_____	\$ _____	_____	\$ _____	_____	\$ _____
Subtotal	_____	\$ _____	_____	\$ _____	_____	\$ _____

Appendix H

Resident Veterans Preference Certification

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

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business’ application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

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

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.