

City of Lovington



REQUEST FOR PROPOSALS

FINANCIAL AUDIT SERVICES

RFP 0420-01

Due Date & Time

**May 4, 2020
10:00 a.m. (MST)**

SUBMIT BID PROPOSALS

TO:

**Gary L. Chapman
Finance Director
City of Lovington
214 S. Love St.**

Lovington, NM 88260

gchapman@lovington.org

Table of Contents

Legal Notice	2
Commodity Codes	3
Instructions to Respondents	4
Conditions and Proposal Opening Procedures	6
Introduction	9
Sequence of Events	10
Release of RFP	10
Response to written questions/RFP amendments	10
Cancellation of RFP and Rejection of Proposals	10
Submission & Opening of Proposals	11
Evaluation of Proposals	11
Contract Award	12
Proposal Format	12
Mandatory Specifications	12
Evaluation of Proposal, Rating Criteria & Award	12
Contract Terms and Conditions	13
Protest	14
Appendix A - Acceptance of Conditions	15
Appendix B - Letter of Transmittal Form	16
Appendix C - State of New Mexico Audit Contract	17
Appendix D - Campaign Contribution Disclosure Form	25
Appendix E - Vendor Conflict of Interest and Debarment/Suspension Certification Form	27
Appendix F - Evaluation of Proposal	28
Appendix G - Cost Response Form	30
Appendix H - Resident/Veterans Preference Certification	31

**LEGAL NOTICE OF REQUEST FOR PROPOSALS
LOVINGTON, NEW MEXICO**

**FOR FINANCIAL AUDIT SERVICES
DUE DATE: MAY 4, 2020**

The City of Lovington, New Mexico will receive sealed proposals at City Hall, 214 S. Love St., Lovington, New Mexico, on May 4, 2020 at 10:00 a.m. (MST) for Financial Audit Services.

The Request for Proposals, any future addenda, and all related information may be obtained from the City of Lovington's website at www.lovington.org under "Procurement" or by contacting the Finance Department, 214 S. Love St., Lovington, New Mexico 88260, (575) 396-2884, gchapman@lovington.org.

James R. Williams, City Manager

Publish in: Lovington Daily Leader April 23, 2020
Hobbs News Sun April 16, 2020

FACSIMILE AND ELECTRONIC PROPOSALS ARE NOT ACCEPTABLE

Pursuant to the provisions of the New Mexico State Purchasing Act, sealed bids and proposals, subject to the conditions herein, will be received at the Lovington City Hall, New Mexico until the date and time shown above, and thereafter immediately opened and read in public for furnishing the commodities and/or services listed in the attached specifications.

COMMODITY CODES:

Effective July 1, 2016, each state agency and local public body shall use the standardized classification codes developed by the state purchasing agent. (NMSA 1978 13-1-30.1)

Applicable classification codes for this proposal are:

5-DIGIT CODE	ITEM DESCRIPTION
91804	Accounting/Auditing/Budget Consulting
94620	Auditing

INSTRUCTION TO RESPONDENTS

1. **Envelopes containing proposals must be sealed and marked on the upper left-hand corner with the name and address of the Respondent, the date and hour of opening, the name of proposal, and mailed or delivered to the before the time of opening.**
2. Samples of items, when required, must be furnished, free of expense, prior to the opening of proposals, and, if not destroyed, will upon request of Respondent, be returned to the Respondent at its expense. Copy of the warranty must be included with proposal and must be for the maximum amount the manufacturer provides if goods are warrantable.
3. Proposals which are mailed, or otherwise delivered prior to the point of opening must contain the information detailed in Item 1 above and must be mailed or otherwise delivered to the **Finance Director, 214 South Love, Lovington, New Mexico, 88260**. This information shall be included on **ALL EXTERIOR PACKAGING**.
4. All prices should be stated in units or quantities specified, with packing and delivery charges included.
5. Time of proposed delivery must be stated in definite terms. If time varies for different items, the Respondent should so state.
6. Proposals must be made out and signed in the corporate or other name of Respondent and must be fully and properly executed by an authorized person.
7. Proposals must be submitted on the price submittal form attached (if included in packet). **Any prices pertaining to exceptions must be attached to the proposals** (stapled, bound or secured otherwise). If the Respondent provides any options other than requested, these will not be acceptable.
8. Proposals received later than the time and date specified will not be considered.
9. Amendments to or withdrawals of proposals received later than the time and date set for proposal opening will not be considered.
10. Respondents or their representative may be present at the proposal opening.
11. The Purchasing Agent reserves the right to amend and/or cancel the proposal invitation prior to the time and date of the bid opening.
12. The Purchasing Agent reserves the right to correct any proposal awarded erroneously as a result of a clerical error on the part of the City of Lovington.
13. In the event the Respondent is unable to submit a proposal, the Purchasing Department would appreciate advising this office to that effect. Failure to submit proposals on three consecutive invitations to respond will result in the removal of the Respondents name from the mailing list.

14. Respondents and/or vendors doing business with the City of Lovington must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act. Rev., 1979. The City of Lovington in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders and respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
15. It will be the sole responsibility to the Respondents requesting consideration for Resident Preference at proposal openings to submit to the State Purchasing Agent, the questionnaire for Resident Business or Contractor's Certification and to receive approval and a certification form prior to the proposal opening. Requests for consideration for Resident Business or Contractor's Preference after proposal opening will not be considered.
16. All contracts solicited by competitive sealed proposals for the City of Lovington require that the proposal amount exclude the applicable state gross receipts tax. As the City of Lovington is required to pay the applicable state gross receipts tax, all requests for payment shall include a separate amount on each billing reflecting the applicable tax. (13-1-108)
- 17. All applicable state gross receipts tax charged to the City of Lovington shall be at the current rate at the time of the project. Respondents and/or vendors agree to report the gross receipts tax charged to the City of Lovington on New Mexico Taxation & Revenue Department form CRS-1 and use Lovington as the municipality name in column A and 04-101 as the location code in column C.**
18. Any equipment supplied to the City of Lovington must comply with all requirements and standards as specified by the federal government's Occupational Safety and Health Act of 1971. All guards and protectors as well as appropriate markings must be in place before delivery. Items not meeting OSHA specifications will be refused. The supplier may be required, at its expense to provide training to municipal employees in the operation of this item and its maintenance, at the convenience of the City of Lovington.
- 19. All respondents and/or vendors doing business with the City of Lovington must also provide IRS FORM W-9 (REV. JANUARY 2011 or DECEMBER 2011). Failure to do so may cause the proposal to be rejected by the City of Lovington.**
20. The City reserves the right to render payment of any invoices using the City's Procurement Card without incurring any penalty.

CONDITIONS AND PROPOSAL OPENING PROCEDURES

1. The City of Lovington reserves the right to reject any and all proposals, to waive an informality in bids, and unless otherwise specified by the Respondent, to accept any item on the proposal.
2. In case of error in the extension of prices in the proposal, the unit price will govern.
3. Any discount offered will be computed from the date of delivery or from the date a correct bill rendered on a proper voucher form and certified by the contractor is received, whichever date is latest.
4. 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 illegal bribes, gratuities and kickbacks.
5. It is the intent of these specifications to describe the minimum requirements. All portions not specifically mentioned which are required for a completion of the project, shall conform in design, strength, quality of material and workmanship to the highest standards of engineering practice.
6. All proposals must be clearly marked on the outside of the envelope with the project name and opening date. Should a proposal be opened prior to the official opening date due to the lack of a proper marking, it will be rejected.
7. All interested parties are invited to attend proposal openings of the City of Lovington.
8. Proposals will be opened at precisely the time, the date and the place stipulated in the Request for Proposal and in the legal notice published in the newspaper.
9. Each proposal will be evaluated by the Finance Director and the appropriate department or committee. The Respondent is to provide complete specifications. Acceptable exceptions to specifications will be determined by the Director of Purchasing with the aid of the appropriate department head.
10. The Finance Director and the department or committee will rule on any point needing clarification.
11. The apparent low Respondent, meeting specifications, will be determined by the Finance Director and the department or committee.
12. Respondents are advised to bear in mind that the low response obtained at the opening of the proposals may not be the proposal ultimately selected for the award. The successful respondent will be the one whose product is judged to best serve the interests of the City when price, product, safety, and delivery are considered.

13. A Respondents request for Resident Preference will be honored only when the provisions of Sections 13-1-21 and 13-1-22 of the State Purchasing Act have been met.
14. Do not submit alternate proposals unless instructed to do so, as they will not be considered.
15. Notice is hereby given that the City Commission reserves the right to reject any and all proposals received. In the case of ambiguity or lack of clarity, the right to determine the best bid or to reject same or to waive irregularities and technicalities.
16. Any requested literature and one complete copy of the proposal, unless stated otherwise in the Request for Proposal, must be submitted with the proposal.
17. All proposals must be valid for a minimum of 90 days after bid opening, unless otherwise stated in the proposal sheet by the individual respondent or the City of Lovington.
18. All Respondents who are engaged in business within the municipal limits of the City, shall be licensed to do business by the City of Lovington.
19. This procurement is being done on behalf of the City of Lovington, its departments as well as other entities and agencies in general as provided for by law, at the discretion of the contracted vendor(s).
20. Pursuant to 13-4-11 (A) NMSA Annotated, state wage rates shall apply to any bid or proposal on construction or public works projects in excess of \$60,000.00. In addition, all bidders and proposers shall comply with Federal wage rates on applicable projects.
21. Pursuant to 13-1-146 NMSA Annotated, a bid security or bond shall be required of bidders or offerors for construction contracts in excess of twenty-five thousand dollars (\$25,000). Bid security or bond in an amount equal to at least five percent (5%) of the amount bid shall be a bond provided by a surety company authorized to do business in the state of New Mexico, or the equivalent in cash.
22. Pursuant to 13-4-13.1 NMSA Annotated, in order to submit a proposal valued at more than fifty thousand dollars (\$50,000) in order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than fifty thousand dollars (\$50,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 NMSA 1978], the contractor, serving as a prime contractor or not, shall be registered with the labor and industrial division of the labor department.
23. Pursuant to 13-4-34 NMSA Annotated, (A) Any person submitting a proposal shall in his/her bid set forth: (1) the name and the city or county of the place of business of each subcontractor under subcontract to the contractor who will perform work or labor or render service to the contractor in or about the construction of the public works construction project in an amount in excess of the listing threshold; and (2) the category of the work that will be done by each

subcontractor. The contractor shall list only one subcontractor for each category as defined by the contractor in his bid. (B) A bid submitted by a contractor who fails to comply with the provisions of Subsection A of this section is a non-responsive bid which shall not be accepted by a using agency.

24. Pursuant to 13-4-38 NMSA Annotated, Failure to specify subcontractor: If a contractor fails to list a subcontractor in excess of the listing threshold and he does not state that no bid was received or that only one bid was received, he represents that he is fully qualified to perform that portion of the work himself and that he shall perform that portion of the work himself. If after the award of the contract the contractor subcontracts any portion of the work, except as provided in the Subcontractors Fair Practices Act [13-4- 31NMSA 1978], the contractor shall be guilty of violation of the Subcontractors Fair Practices Act and subject to the penalties provided in Section 13-4-41 NMSA 1978.

HOLD HARMLESS/INDEMNITY AGREEMENT

To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of or arising out of or in any way attributable in whole or in part to the performance of this agreement. All obligations under this provision are to be paid by Contractor as the City incurs them. Without affecting the rights of City under any provision of this agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City. Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is less than the Sole fault of City. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of contractor in the performance of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section. Any dispute leading to litigation must be settled in the jurisdiction of the Lea County, New Mexico Court system.

1. **Introduction**

The City of Lovington 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, 2020, 2021, and 2022. 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.

The City of Lovington 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, 2020, 2021, and 2022. 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, proprietary fund audit(s), a Federal Single Audit if needed, and prepare the compilation. The audit(s) will include preparing and providing a written report (12 bound copies) 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

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 any preference. For more information, reference Sections 13-1-21 and 13-1-22 of the New Mexico Procurement Code.

2. Sequence of Events

EVENT	TENTATIVE DATE
Release of RFP	April 15, 2020 (Wednesday)
Deadline to Submit Additional Questions	April 20, 2020 – 5:00 p.m. MST (Monday)
Response to Written Questions/RFP Amendments	April 30, 2020 (Thursday)
Submission Deadline – No later than	May 4, 2020 – 10:00 a.m. MST (Monday)
Opening & Evaluation of Proposals	May 4, 2020 (Monday)
Contract Award – Commission Approval	May 11, 2020 (Monday)

The selection date is subject to extension at the discretion of the City. The effective date of the contract 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 City webpage. A copy of the RFP is available on our website at the following address, www.lovington.org in the “Procurement” section. Prospective offerors may submit additional written questions as to the intent or clarity of this RFP until 5:00 P.M. MST on March 19, 2018. All questions must be sent by e-mail to the Finance Director gchapman@lovington.org.

Gary Chapman, Finance Director

214 S. Love

Lovington, NM. 88260

gchapman@lovington.org

NOTE: All deliveries via express carrier (INCLUDING PROPOSAL DELIVERY) should be addressed to Gary Chapman’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 City of Lovington’s website (<http://www.lovington.org/request-for-proposals.html>). If there are any amendments to the RFP, they shall be in writing from the City of Lovington Finance Director 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

The City of Lovington reserves the right to cancel this RFP at any time and for any reason. The City of Lovington reserves the right to its sole discretion to reject any and all proposals in whole or in part. The City of Lovington 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 the City of Lovington to the eventual purchase of services. This process is solely at the discretion of the City of Lovington 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 the City of Lovington. 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 4, 2020 no later than 10:00 a.m. local time. Proposals may be mailed or hand delivered to the Finance Directors Office at the address listed below. Proposals will be time-stamped upon receipt.** All proposals shall be submitted in sealed envelopes marked and marked on the upper left-hand corner with the name and address of the Respondent, the date and hour of opening, the name of proposal, and mailed or delivered to the before the time of opening. Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

All proposals must be addressed to:

**City of Lovington
ATTN: Gary Chapman, Finance Director
RE: RFP0420-01
214 S. Love
Lovington, NM. 88260**

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 the City of Lovington's Finance Director 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 City of Lovington.

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 City of Lovington, Finance Department, 214 S. Love St., Lovington, New Mexico, on May 4, 2020. Proposals will not be opened publicly but will be available for public inspection after the award and negotiation of the contract by the City of Lovington.

7. Evaluation of Proposals

Proposals will be evaluated by a City of Lovington Selection Committee using the criteria listed in Appendix F (page 28). 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 City, 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 Finance Director.

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 City of Lovington 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 City 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 City of Lovington 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 the City of Lovington and are not employees of the City of Lovington. The Contractor and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Lovington (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 City of Lovington's Finance Directors Office. The fifteen (15) day protest period for timely Offerors shall begin on the day following contract award and will end at 5:00 p.m. MST 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).

Gary Chapman, Finance Director
214 S. Love
Lovington, NM. 88260

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

Appendix A

Acceptance of Conditions

**CITY OF LOVINGTON
Request for Proposals**

**RFP 0420-01
FINANCIAL AUDIT SERVICES**

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, Zip Code _____

Telephone Number _____

Fax Number _____

Email Address _____

Signature of Owner, Partner, Officer, or Authorized Agent _____

Date _____

Appendix B

**Letter of Transmittal Form
CITY OF LOVINGTON
RFP 0420-01
FINANCIAL AUDIT SERVICES**

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 contraction behalf of the

organization: Name: _____
Title: _____
Email address: _____
Telephone number: _____

4. For the person to be contacted for clarifications:

Name: _____
Title: _____
Email 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.

_____, 2018
Authorized Signature and Date (Must be signed by person identified in item 2 above)

Appendix C

STATE OF NEW MEXICO AUDIT CONTRACT

The City of Lovington, 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 2018 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 non-audit 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 EXCLUSIVE, 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 irrevocable 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 A.11 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 of 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, 2018.

AUDIT CONTRACT SIGNATURE PAGE

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

AGENCY

CONTRACTOR

City of Lovington

PRINTED NAME: _____

PRINTED NAME: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

STATE AUDITOR CONTRACT NO. FY _____ - _____

APPENDIX D

Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

The following definitions apply:

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

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to 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.

"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:

Contribution 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): _____

(Attach extra pages if necessary)

Signature _____

Date _____

Title (position) _____

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

Signature _____

Date _____

Title (position) _____

Appendix E

Vendor Conflict of Interest and Debarment/Suspension Certification Form

Conflict of Interest

No employee or the City of Lovington 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 City of Lovington employees or member of the City of Lovington Commission. 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 City of Lovington employee or member of the City of Lovington Commission 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 the City of Lovington's Finance Directors 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
CITY OF LOVINGTON
RFP 0420-01
FINANCIAL AUDIT SERVICES

Name of Offeror: _____

Evaluator: _____

Contact: _____

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 Available	Score
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 below, as indicated.

EVALUATION FACTOR DESCRIPTIONS ARE FOUND ON NEXT PAGE

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 City of Lovington 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:

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

Evaluation Factors: Desirable Requirements

There are no desirable requirements associated with this procurement.

Appendix G

**Cost Response Form
CITY OF LOVINGTON
RFP 0420-01
FINANCIAL AUDIT SERVICES**

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

OFFEROR NAME: _____

Breakdown	FYE 6/30/2020		FYE 6/30/2021		FYE 6/30/2022	
	Hours	Cost	Hours	Cost	Hours	Cost
Financial Statement Audit		\$		\$		\$
Federal Single Audit		\$		\$		\$
Financial Statement Preparation		\$		\$		\$
Other (i.e. Enterprise, Special Revenue)		\$		\$		\$
Subtotal		\$		\$		\$

TOTAL 3 YEAR COST: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

The following definitions apply:

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

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to 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.

"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:

Contribution 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): _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

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

Signature

Date

Title (position)

Veterans Preference Certification

_____ (Name of Business) hereby certifies the following in regard to application of the resident veteran preference to this formal request for proposals process:

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 \$3M allowing me the 10% 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 ending 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 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 representation 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 incorrect.