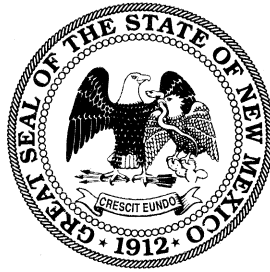


STATE OF NEW MEXICO
PUBLIC REGULATION COMMISSION



REQUEST FOR PROPOSALS
RFP #11-430-31100-0010

Audit Services

Issue Date: March 16, 2011

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The State of **New Mexico Public Regulation Commission (PRC)** requests proposals for an Independent Public Accountants (IPA) to perform the annual audit(s) of the PRC's financial statements and the financial statements. June 30, 2011, June 30, 2012, and June 30, 2013. Qualified IPAs in good standing with the Office of the State Auditor are requested to submit proposals. This audit shall be performed in accordance with applicable Generally Accepted Auditing Standards (GAAS), Generally Accepted Government Auditing Standards (GAGAS/Yellow Book), Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB) Statements, OMB-Circular A-133 to include all requirements for funding received under the American Recovery and Reinvestment Act (ARRA), and Requirements for Contracting and Conducting Audits of Agencies (2.2.2 NMAC).

B. SUMMARY SCOPE OF WORK

1. Professional Audit Services to be rendered include:
 - a. Audit of the PRC Financial Statements
 - b. GAGAS/Yellow Book Audit of PRC
 - c. Federal (OMB Circular A-133) Single Audit (including ARRA Audit Requirements) of PRC Federal Funds as required
 - d. PRC Financial Statement Preparation

C. SCOPE OF PROCUREMENT

The PRC requests a multi-year proposal to provide services, identified in this RFP, for the fiscal years ending June 30, 2011, June 30, 2012 and June 30, 2013. The term of the contract shall be one year with the option to extend for two successive one year terms at the same price, terms and conditions as stated on the original proposal. The scope of procurement shall encompass the Scope of Work in Section IV of this RFP. The contract shall become effective beginning July 1, 2011 or upon signature of the State Auditor. The PRC shall have the option to extend the contract for two one year terms or any portion thereof. In no event shall the contract exceed duration of three years including all extensions and renewals.

D. PROCUREMENT MANAGER

The agency has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address, and telephone number are listed below:

Mr. Matthew Lovato, Chief Financial Officer/
Acting Director, Administrative Services Division
New Mexico Public Regulation Commission
1120 Paseo de Peralta – Room 335
Santa Fe, New Mexico 87503
Telephone Number (505) 827-4042
Fax Number (505) 476-0474

All deliveries via express carrier should be addressed as follows:

Mr. Matthew Lovato, Chief Financial Officer
Acting Director, Administrative Services Division
New Mexico Public Regulation Commission
1120 Paseo de Peralta – Room 335
Santa Fe, New Mexico 87503

Any inquiries or request regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact **ONLY** the Procurement Manager regarding the procurement. Other state employees do not have the authority to respond on behalf of the Agency.

E. DEFINITION OF TERMINOLOGY

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

"**Agency**" means New Mexico Public Regulation Commission (PRC). This term is used interchangeably with "Department" and "PRC."

"**ARRA**" means the American Recovery and Reinvestment Act.

"**Audit Rule**" means NMAC 2.2.2 (Title 2-Public Finance, Chapter 2-Audit of Governmental Agencies, Part 2-Requirements for Contracting & Conducting Audits of Agencies of the New Mexico Administrative Code.) NMAC 2.2.2 is posted on the New Mexico Office of the State Auditor's website at www.saonm.org.

"**Chief Financial Officer**" or "**CFO**" means the PRC's Acting Director of Administrative Services Division

"**Close of Business**" means 5:00 PM Mountain Daylight Time.

“**Contract**” means any agreement for the procurement of items of tangible personal property, services derived from an RFP.

“**Contract Manager**” means the individual selected by the Agency to monitor and manage all aspects of the contract resulting from this RFP.

“**Contractor**” means an employer contracting with the State of New Mexico, which employer has, had, or anticipates having six (6) or more employees who worked, are working, or are expected to work an average of at least twenty hours per week over a six-month period, with said six month period being at any time during the year prior to seeking the contract(s) with the State, or any time during the term of the contract(s) with the State;

“**Deliverable**” means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.

“**Desirable**”—The terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

“**Determination**” means the written documentation of a decision of a procurement manager including findings of fact supporting a decision. A determination becomes part of the procurement file to which it pertains.

“**DFA**” means the Department of Finance and Administration for the State of New Mexico.

“**DFA/CRB**” means the Contracts Review Board of the Department of Finance and Administration for the State of New Mexico.

“**Employer**” means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a “New Mexico Employee”. (See below.) Such definition does not include governmental entities.

“**Evaluation Committee**” means a body appointed by the Agency management to perform the evaluation of Offeror proposals.

“**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee for submission to the State Purchasing Agent for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

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

“**FY**” means Fiscal Year.

“**FYE**” means Fiscal Year Ended.

“**PRC**” means the Public Regulation Commission. This term is used interchangeably with “Agency”

and “Department.”

“**IPA**” means Independent Public Accountant.

“**Mandatory**” The terms “must,” “shall,” “will,” “is required,” identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“**Milestone**” means a significant event in a project, usually the completion of a major deliverable.

“**New Mexico Employee**” means any resident of the State of New Mexico, performing the majority of their work within the State of New Mexico, for any employer regardless of the location of the employer’s office or offices.

“**Offer**” means to make available to all New Mexico employees, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of the Executive Order. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

“**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.

“**OSA**” means Office of the State Auditor.

“**Procurement Distribution List**” is a list of potential Offerors that have completed and submitted the Acknowledgement of Receipt form to the Procurement Manager.

“**Pay Equity**” Effective July 1, 2010, businesses seeking new contracts with any Executive Branch state agency will be required to comply with the requirements of Executive Order 2009-049, to aid in identifying and combating pay inequity and job segregation in the State of New Mexico, as a condition of being awarded a contract. Background and compliance information, as well as the necessary reporting forms, may be obtained from this web page.

“**Procurement Manager**” means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals. The Procurement Manager is the only person authorized to respond to questions regarding the scope of the services to be performed under this RFP.

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

“**Requirements**” are obligatory and mean the system functions that are related to the organization’s goals and business opportunities. Requirements are defined by the project team and are usually prioritized.

“**Responsive Offer or Responsive Proposal**” means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a

request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

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

“**Solicited and Awarded**” means an ITB or RFP was made available to the general public, through any means, after January 1, 2008 AND the contract(s) sought as a result of that solicitation was/were awarded after January 1, 2008.

“**Solicitations**” means ITBs and RFPs.

“**State (the State)**” means the State of New Mexico.

F. BACKGROUND INFORMATION

The New Mexico Public Regulation Commission is an agency of New Mexico State Government. The Commission is a five person elected body. The Commission consists of the following Divisions:

1. Chief of Staff Office – Headed by Johnny Montoya
2. Administrative Services Division – Headed by Matthew Lovato, Acting Director
3. Consumer Relations Division – Headed by Jim Williamson, Acting Director
4. Insurance Division – Headed by John Franchini, Superintendent
5. Legal Division – Headed by Carol Rising, Director
6. Transportation Division – Headed by Larry Lujan, Director
7. Utility Division – Headed by Roy Stephenson, Director
8. State Fire Marshal Office – Header by John Standefer, Fire Marshal

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement and describes the major procurement events as well as the conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	Agency	03/16/2011
2.	Acknowledgement of Receipt Form to the PRC	Potential Offerors	03/22/2011
3.	Deadline To Submit Additional Questions	Potential Offerors	03/25/2011
4.	Response to Written Questions/RFP Amendments	The Agency	03/31/2011
5.	Submission of Proposal	Offerors	04/08/2011
6.	Proposal Evaluation	Evaluation Committee	04/15/2011
7.	Selection of Finalist	Evaluation Committee	04/22/2011
8.	Submission of Recommended IPA Selection to OSA	The Agency	04/25/2011
9.	OSA Approval	OSA	05/09/2011
10.	Finalize Contract	The Agency/Finalist	05/13/2011
10.	Contract Award	The Agency	05/18/2011
11.	Protest Deadline	Offerors	06/02/2011

B. EXPLANATION OF EVENTS

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

1. Issue of RFP

This RFP is being issued by the PRC on March 16, 2011. RFP can be obtained from the PRC Website: <http://www.nmprc.state.nm.us>

2. Distribution List Response

Offerors shall submit the completed, signed Acknowledgement of Receipt Form in accordance with **Section II, A** by, close of business to the Procurement Manager (See Section I, Paragraph D). The form should be signed by the Offeror's representative, dated, and delivered by hand, facsimile, mail or email to matthew.lovato@state.nm.us. Failure to return this form may constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the Offeror's organization name may be deleted from the procurement distribution list.

3. Deadline to Submit Additional Questions

Potential Offerors may submit via e-mail additional written questions as to the intent or clarity of this RFP until close of business in accordance with **Section II, A**. All written questions must be addressed to the Procurement Manager (See Section I, Paragraph D).

4. Response to Written Questions

Written responses to written questions will be answered by the Procurement Manager via email within three (3) business days and will be distributed in accordance with Section II, A. *Sequence of Events*, to all potential Offerors whose organization name appears on the procurement distribution list.

Questions and Answers will be posted to PRC Website:

<http://www.nmprc.state.nm.us>

5. Submission of Proposals

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 4:00 p.m., April 8, 2011 MOUNTAIN DAYLIGHT TIME IN ACCORDANCE WITH SECTION II, A SEQUENCE OF EVENTS. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph E. Proposals must be sealed and labeled on the outside of the package to clearly indicate a response to the “PRC AUDIT SERVICES” Request for Proposals. Proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

6. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by Agency management. The evaluation process will take place in accordance with Section II, A. *Sequence of Events*. During this time, the Procurement Manager may, at his option, initiate discussion with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the Offerors.

7. Selection of Finalist

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offeror in accordance with Section II, A. *Sequence of Events*. Only the finalist will be invited to participate in the subsequent steps of the procurement.

8. Finalize Contract

The contract will be finalized with the most advantageous Offeror in accordance with Section II, A. *Sequence of Events*. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process or to cancel the award.

9. Contract Award

After review of the Evaluation Committee Report, the recommendation of the Agency management, and the signed contract, the Department will award the contract in accordance with Section II, A. *Sequence of Events*. This date is subject to change at the discretion of the Department.

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

10. Protest Deadline

Any protest by an Offeror must be timely and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15)-day protest period for responsive Offerors shall begin on the day following the contract award and will end as of 5:00 PM Mountain Time 15 days after the Contract Award. 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 Department. The protest must be delivered to:

Mr. Matthew Lovato, Chief Financial Officer
Acting Director, Administrative Services Division
New Mexico Public Regulation Commission
1120 Paseo de Peralta – Room 335
Santa Fe, New Mexico 87503

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the State Purchasing Agent's procurement code regulations, 1.4.1 NMAC

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

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

Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

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

4.Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5.Amended Proposals

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

6.Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7.Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after receipt of a best and final offer if one is submitted.

8.Disclosure of Proposal Contents

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

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspections of the non-confidential portion of the proposal. Confidential data are normally restricted to confidential financial information concerning the Offeror's organization and data that qualify as a trade secret in accordance with the Uniform Trade Secrets Act [§57-3A-1 to 57-3A-7 NMSA 1978]. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for

confidentiality, the State Purchasing Agent shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9.No Obligation

The procurement in no manner obligates the State of New Mexico or any of its agencies to the eventual rental, lease, purchase, etc., of any equipment, software, or services offered until a valid written contract is awarded and approved by appropriate authorities (including the DoIT, State Purchasing Division, DFA/CRB and Federal authorities).

10.Termination

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

11.Sufficient Appropriation

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

12.Legal Review

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

13.Governing Law

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

14.Basis for Proposal

Only information supplied by the Agency in writing through the Procurement Manager or in this RFP or on the website of the Office of the State Auditor (www.saonm.nm) should be used as the basis for the preparation of Offeror proposals.

15.Contract Terms and Conditions

The contract between the Agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in Appendix B, "Agreement Terms and Conditions." However, the Agency reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or

supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the terms and conditions, contained in Appendix B, that Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the agency.

17. Contract Deviations

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

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

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

21. Notice

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

22. Agency Rights

The Agency reserves the right to accept all or a portion of an Offeror's proposal including the right to purchase software or services from SPA approved price agreements.

23. Right to Publish

Throughout the duration of this procurement process and contract term, potential Offerors, Offerors, and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the Agency and the State of New Mexico.

25. Confidentiality

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

The Contractor(s) agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

26. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions/RFP Amendments).

27. Use of Electronic Versions of this RFP

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

28. New Mexico Employees Health Coverage

1. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to:

(a) have in place, and agree to maintain for the term of the contract, health insurance for

those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or

(c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenemexico.state.nm.us/>.

4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

29. Campaign Contribution Disclosure Form.

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (See Appendix D) as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not for the positions of Governor and Lieutenant Governor. Failure to complete and return the form will result in disqualification.

30. Employee Pay Equity Reporting.

Contractor agrees if it has ten (10) or more New Mexico Employees OR eight (8) or more employees in the same job classification, at any time during the term of this Contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for Contracts up to one (1) year in duration. If Contractor has (250) or more employees Contractor shall complete and submit the PE250 form on the annual anniversary of the initial report submittal for Contracts up to one (1) year in duration. For Contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual Contract anniversary date of the initial

submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Contract, whichever comes first. Should Contractor not meet the size requirement for reporting at Contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any Subcontractor(s) performing more than 10% of the dollar value of this Contract if said Subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the Contract. Contractor further agrees that, should one or more Subcontractor not meet the size requirement for reporting at Contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such Subcontractor, within ninety (90 days) of that Subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such Subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable Subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this Subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this agreement.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

Offerors shall provide 1 original, and 4 (four) identical copies of their proposal (Binder 1), 1 original, plus 2 (two) copies of the cost proposal (Binder 2), and 1 original, and 4 (four) identical copies of supporting technical documentation (Binder 3) to the location specified in Section I, Paragraph E on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

1. Proposal Organization

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

Binder #1

- a) Letter of transmittal
- b) Table of contents
- c) Summary of proposed services
- d) Response to mandatory specifications

Binder #2

- a) Response to Terms and Conditions
- b) Offeror's Additional Terms and Conditions (optional)
- c) Cost/Pricing Proposal Form
- d) Campaign Contribution Disclosure Form (Appendix D)
- e) Pay Equity (statement of concurrence)

Binder #3 (Optional)

Other Supporting Material

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates, or expenses must occur **only** in Binder 2 with the cost response form.

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

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

2. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal must be signed by a person authorized to obligate the company. The letter of transmittal MUST include:

- a. Identify the submitting organization;
- b. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- c. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- d. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- e. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;
- f. Be signed by the person authorized to contractually obligate the organization;
- g. Acknowledge receipt of any and all amendments to this RFP.

IV. SPECIFICATIONS

A. INFORMATION

1. Agency Resources

The following resources will be provided to contractor personnel for use on this contract:

- * office space
- * computer internet connection
- * access to SHARE at the appropriate level
- * access will be available to copiers and fax machines

2. Work Performance

For the purpose of preparing proposals, Offerors are to assume that all on-site work will be performed at the location identified below. However, there may be a need to also visit the program Divisions to review files.

New Mexico Public Regulation Commission
Administrative Services Division
1120 Paseo de Peralta – PERA Building
Santa Fe, NM 87503

3. Detailed Scope of Work

Deliverables that the Independent Public Accountant (IPA) is responsible for providing include:

- a. Engagement Letter and Provided By Client Listing (PBC) – to be provided to the Department within ten days after the audit entrance conference.
- b. Financial Statements – draft copy to be completed and submitted to the Department management for review by November 16, 2011.
- c. Final Audit Report – to be submitted to the Office of the State Auditor, and the Deputy Secretary of the Department of Finance and Administration on or before December 15, 2011 – including Independent Auditor’s Report; Management Discussion and Analysis; Financial Statements; Financial Statement Footnotes; Supplemental Schedules; Schedule of Expenditures of Federal Awards; Audit Findings; Status of Prior Year Finding; and all other materials required by Federal and or State audit oversight entities.
- d. IPA to conduct Audit Progress Meetings, at least weekly, with the Department’s financial and executive management staff.
- e. IPA to provide the State of New Mexico’s Department of Finance and Administration (DFA) any information required, including Audit Plan, and an Audit Schedule with Milestones that meets the criteria established by DFA.
- f. To provide other audit related procedures, and information as requested and/or required by the Department’s management, or Federal oversight agencies; Office of the State Auditor; State Treasurer’s Office; Department of Finance and Administration; and the Legislative Finance Committee.
- g. IPA to present the Audit Report to the Department’s executive and financial staff, and the Office of the State Auditor, at the Exit Conference. The Department’s executive management may require audit workshop(s) to review the annual audit report and any areas of interest or concern regarding the Department’s annual audit.
- i. IPA to prepare the federally-required “Data Collection Form” and provide it to the ASD Director, no later than 30 days after release of the Audit Report by the Office of the State Auditor, for transmittal to the Federal Audit Clearinghouse.

4. Time Frame

The contract is scheduled to begin no later than August 1, 2011. The final draft of the contract deliverables are to be completed no later than December 15, 2011.

B. BUSINESS SPECIFICATIONS

Failure to respond to Mandatory Specifications will result in the disqualification of the proposal as non-responsive.

1. Independence (Mandatory)

In a narrative format, Offeror must provide an affirmative statement that it is independent of the Agency as defined by the U.S. General Accounting Office's *Government Auditing Standards* (1998).

The Offeror must also list and describe the Offeror's professional relationship involving the Agency for the past five (5) years, together with a statement explaining why such relationship does not constitute a conflict of interest relative to performing the proposed audit.

2. Firm Capability & Capacity (Mandatory)

State the size of the firm, size of governmental audit staff, location of the office from which the work on this engagement is to be performed, number and nature of the professional staff to be employed in this engagement on a full-time basis, and the number and nature of the staff to be employed on a part-time basis.

Offerors are also required to submit a copy of the report of its most recent external quality control review (peer review) and a statement whether that quality control review included a review of specific government engagements.

Provide the results of any Federal or State of New Mexico desk reviews, or field reviews of its audits during the past three (3) years and disclose any circumstances and status of disciplinary action taken or pending with state regulatory bodies or professional organizations.

Offerors should also provide a copy of the profile submitted to the Office of the State Auditor, in accordance with NMAC 2.2.2 (April 15, 2008); a list of subcontractors, including qualifications and area(s) of responsibility; and, a completed Campaign Contribution Disclosure Form as required by Senate Bill 344, signed into law March 6, 2006.

3. Partner, Supervisory and Staff Qualifications and Experience (Mandatory)

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in New Mexico.

Provide information on relevant, individual Continuing Professional Education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Offeror should include the name of the principal member of officer of the Offeror who will be responsible for the administration of the contract and an organizational chart indicating the names of all persons to be assigned to the project, their areas of expertise and the percent of time they will be assigned to the project.

4. General Audit Approach (Mandatory)

Offerors should provide a work plan with milestones that includes audit timing and an explanation of the methods and technologies that will be used to perform the services required. The work plan should reference sources of information such as the Agency's budget and related materials, organizational charts, manuals and programs, financial and other management information systems.

5. Identification of Anticipated Potential Audit Problems (Mandatory)

Offeror must identify and describe any anticipated potential audit problems, resolutions approach, and any assistance that will be requested from the Agency in order to meet the audit submission deadline of December 15, 2011 and preclude the necessity for scope expansion and/or contract amendments.

6. License to Practice in New Mexico (Mandatory)

Offeror must be licensed to practice public accounting in New Mexico. A statement of concurrence and a copy of the applicable license(s) are required. In addition, all Offeror-IPAs must appear on the Office of the State Auditor's list of IPAs eligible to conduct State agency audits for the State of New Mexico. A statement of concurrence is required.

7. Prior Engagements with the State of New Mexico (Mandatory)

Offerors must list all engagements within the last five (5) calendar years, ranked on the basis of total staff hours, for the State of New Mexico by type of engagement (i.e., audit, management advisory services, other). For each engagement, the Offeror shall indicate the scope of work, beginning and ending dates that the engagement was performed, and the **name and telephone number of the principal client contact.**

8. References (Mandatory)

Offerors must submit three (3) external State of New Mexico Department references from clients who have received similar services to those proposed by the Offeror for this contract, especially those projects that have occurred within the past five (5) years. Offers that propose to use Subcontractors for significant portions of the scope of work must include three (3) external references for each major Subcontractor. Each reference must include:

- NM Department Name
- Reference/Contact Name
- Address
- Contact Telephone Number
- Date(s) services/products were provided

Note: The Offeror is responsible for verifying reference contact information. The

Evaluation Committee is not obligated to try to locate persons not found at the numbers or places given in the proposals. Obsolete or wrong Contact information could result in a zero score in this category.

9. Cost Proposal (Mandatory)

The total proposed cost for performing the audit must be itemized for each of the three possible contract years, using the criteria below (See Attachment B).

The Offeror shall propose, by designated category, an hourly composite rate and estimate of hours to complete each category, including all out-of-pocket, audit-related expenses, such as travel, per diem and applicable overhead.

The Offeror shall also provide a separate breakout of the following:

- Hourly rates to be charged by type of personnel, if applicable
- Monthly rate and number of hours estimated to complete the scope of services (this may be presented in phases of the work).
- Additional items to be included in cost such as travel, per diem, applicable overhead, etc.

The formula that will be utilized for the calculation of points for this item will be:

The lowest cost proposal (from all proposals received) divided by the cost of the proposal the agency is recommending; the quotient derived from this calculation is then multiplied by 400 and produces the final point total.

$$\frac{\text{Lowest Proposal Cost}}{\text{This Offeror's Cost}} \times 400 = \text{Awarded Points}$$

10. New Mexico Employees Health Coverage Form (Mandatory)

The Offeror must agree with the terms and submit a signed New Mexico Employees Health Coverage Form with the submittal of their proposal. (See Appendix E)

11. Campaign Contribution Disclosure Form (Mandatory)

The Offeror must complete and include the Campaign Contribution Disclosure Form with the submittal of their proposal. (See Appendix D)

12. Pay Equity (Mandatory)

As Defined in Sec. II, B, 30 of the proposal; Offerors must agree to meet the requirement

A statement of concurrence must be included in the Offerors response to the RFP.

V. EVALUATION

A. EVALUATION POINT TABLE/SUMMARY

The following is a summary of Section IV specifications identifying points assigned to each item. These weighed factors will be used in the evaluation of Offeror proposals. Only finalist Offerors will receive points for an oral presentation and demonstration.

	Factor	Points Available or Pass/Fail
1	Independence	Pass/Fail
2	Firm Capability & Capacity	Up to 200 Points
3	Partner, Supervisory & Staff Qualifications	Up to 150 Points
4	General Audit Approach	Up to 100
5	Identification of Anticipated Potential Audit Problems	Up to 150 Points
6	License to Practice in New Mexico	Pass/Fail
7	Prior Engagements with the State of New Mexico	Pass/Fail
8	References	Pass/Fail
9	Cost Proposal	Up to 400 Points
10	NM Employees Health Coverage	Pass/Fail
11	Campaign Contribution Disclosure	Pass/Fail
12	Pay Equity	Pass/Fail
	Total	1000

B. EVALUATION FACTORS

Points will be awarded on the basis of the following evaluation factors:

All Mandatory Factors will be evaluated on a “pass-fail” basis. Failure to include a Mandatory Factor will result in disqualification of the proposal.

1. Independence - (Pass/Fail)

In a narrative format, Offeror must provide an affirmative statement that it is independent of the Agency as defined by the U.S. General Accounting Office’s *Government Auditing Standards* (1998).

The Offeror must also list and describe the Offeror’s professional relationship involving the Agency for the past five (5) years, together with a statement explaining why such relationship does not constitute a conflict of interest relative to performing the proposed audit.

2. Firm Capability & Capacity (Up to 200 Points)

State the size of the firm, size of governmental audit staff, location of the office from which the work on this engagement is to be performed, number and nature of the professional staff to be employed in this engagement on a full-time basis, and the number and nature of the staff to be

employed on a part-time basis.

Offerors are also required to submit a copy of the report of its most recent external quality control review (peer review) and a statement whether that quality control review included a review of specific government engagements.

Provide the results of any Federal or State of New Mexico desk reviews, or field reviews of its audits during the past three (3) years and disclose any circumstances and status of disciplinary action taken or pending with state regulatory bodies or professional organizations.

Offerors should also provide a copy of the profile submitted to the Office of the State Auditor, in accordance with NMAC 2.2.2 (April 15, 2008); a list of subcontractors, including qualifications and area(s) of responsibility; and, a completed Campaign Contribution Disclosure Form as required by Senate Bill 344, signed into law March 6, 2006.

3. Partner, Supervisory and Staff Qualifications and Experience (Up to 150 Points)

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in New Mexico.

Provide information on relevant, individual CPE for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Offeror should include the name of the principal member of officer of the Offeror who will be responsible for the administration of the contract and an organizational chart indicating the names of all persons to be assigned to the project, their areas of expertise and the percent of time they will be assigned to the project.

4. General Audit Approach (Up to 100 Points)

Offerors should provide a work plan with milestones that includes audit timing and an explanation of the methods and technologies that will be used to perform the services required. The work plan should reference sources of information such as the Agency's budget and related materials, organizational charts, manuals and programs, financial and other management information systems.

5. Identification of Anticipated Potential Audit Problems (Up to 150 Points)

Offeror must identify and describe any anticipated potential audit problems, resolutions approach, and any assistance that will be requested from the Agency in order to meet the audit submission deadline of December 15, 2011 and preclude the necessity for scope expansion and/or contract amendments.

6. License to Practice in New Mexico (Pass/Fail)

Offeror must be licensed to practice public accounting in New Mexico. A statement of concurrence and a copy of the applicable license(s) are required. In addition, all Offeror-IPAs

must appear on the Office of the State Auditor's list of IPAs eligible to conduct State agency audits for the State of New Mexico. A statement of concurrence is required.

7. Prior Engagements with the State of New Mexico (Pass/Fail)

Offerors must list all engagements within the last five (5) calendar years, ranked on the basis of total staff hours, for the State of New Mexico by type of engagement (i.e., audit, management advisory services, other). For each engagement, the Offeror shall indicate the scope of work, beginning and ending dates that the engagement was performed, and the **name and telephone number of the principal client contact**.

8. References (Pass/Fail)

Offerors must submit three (3) external State of New Mexico Department references from clients who have received similar services to those proposed by the Offeror for this contract, especially those projects that have occurred within the past five (5) years. Offers that propose to use Subcontractors for significant portions of the scope of work must include three (3) external references for each major Subcontractor. Each reference must include:

- NM Department Name
- Reference/Contact Name
- Address
- Contact Telephone Number
- Date(s) services/products were provided

Note: The Offeror is responsible for verifying reference contact information. The Evaluation Committee is not obligated to try to locate persons not found at the numbers or places given in the proposals. Obsolete or wrong Contact information could result in a zero score in this category.

9. Cost Proposal (Up to 400 Points)

The total proposed cost for performing the audit must be itemized for each of the three possible contract years, using the criteria below (See Attachment B).

The Offeror shall propose, by designated category, an hourly composite rate and estimate of hours to complete each category, including all out-of-pocket, audit-related expenses, such as travel, per diem and applicable overhead.

The Offeror shall also provide a separate breakout of the following:

- Hourly rates to be charged by type of personnel, if applicable
- Monthly rate and number of hours estimated to complete the scope of services (this may be presented in phases of the work).
- Additional items to be included in cost such as travel, per diem, applicable overhead, etc.

The formula that will be utilized for the calculation of points for this item will be:

The lowest cost proposal (from all proposals received) divided by the cost of the proposal the agency is recommending; the quotient derived from this calculation is then multiplied by 400 and produces the final point total.

Lowest Proposal Cost

This Offeror's Cost X 400 = Awarded Points

10. New Mexico Employees Health Coverage Form (Pass/Fail)

The Offeror must agree with the terms and submit a signed New Mexico Employees Health Coverage Form with the submittal of their proposal. (See Appendix E)

11. Campaign Contribution Disclosure Form (Pass/Fail)

The Offeror must complete and include the Campaign Contribution Disclosure Form with the submittal of their proposal. (See Appendix D)

12. Pay Equity Report (Pass/Fail)

The Offeror must submit a statement that they agree to comply with the Employee Equity Reporting, provisions set forth in Article 27 of Appendix F, Contract Terms and Conditions, if they are not exempt from such reporting due to one of the three exemptions. The reports can be obtained by Contractors from the State Purchasing website on the Governor's Pay Equity Initiative which also includes the Implementation Guidance. (see Appendix F)

C. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section B-8.
3. The Evaluation Committee may use other sources of information to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible Offeror with the highest scores will be selected as finalist Offeror based upon the proposals submitted. The responsible Offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section V, will be recommended for contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A
ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager at the address below no later than close of business on **May 17, 2011**. Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all Offeror written questions and the Agency's written responses to those questions as well as RFP amendments if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ **PHONE NO.:** _____

E-MAIL: _____ **FAX NO.:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

SIGNATURE: _____ **DATE:** _____

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

Firm does/does not (circle one) intend to respond to this Request for Proposals.

Mr. Matthew Lovato, Chief Financial Officer
Acting Director, Administrative Services Division
New Mexico Public Regulation Commission
1120 Paseo de Peralta – Room 335
Santa Fe, New Mexico 87503

APPENDIX B
CONTRACT/AGREEMENT TERMS AND CONDITIONS

Please review the Office of the State Auditor's web site for specifics

<http://www.saonm.org/pdf/CONTRACT-2011-State-Agencies-DFA-Approval-Required.pdf>

APPENDIX C
COST RESPONSE
FORM

Cost / Hours per Task

	FY11	FY12	FY13
1. PRC Financial Statement Audit	_____	_____	_____
2. PRC Federal Single Audit (To include ARRA Audit Requirements)	_____	_____	_____
3. PRC Financial Statement Preparation	_____	_____	_____
4. Component Units - Federal Single Audits (To include ARRA Audit Requirements)	_____	_____	_____
	_____	_____	_____
Subtotal	_____	_____	_____
Gross Receipts Tax	_____	_____	_____
Total Compensation	=====	=====	=====

Offeror Name: _____

Offeror Signature: _____

Date: _____

APPENDIX D

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, *et seq.*, NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

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

The following definitions apply:

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

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

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

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

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

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

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX E
New Mexico Employees Health Coverage Form

1. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to:
 - (a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
 - (b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or
 - (c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenemexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

Signature of Offeror: _____ Date _____

APPENDIX F
New Mexico Employees Pay Equity Reporting

Please review the State Purchasing Division's web site for specifics

http://www.generalservices.state.nm.us/spd/pay_e.html