

Southwest Regional Education Cooperative #10

REQUEST FOR PROPOSALS (RFP)

Audit Services



RFP #24-004

Commodity Code 94620

RFP #24-004 Audit Services

RELEASE DATE: February 27, 2024

DUE DATE: March 22, 2024, by 4:30 pm

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed, multi-year proposals to establish a contract for the purchase of professional audit services to be provided beginning fiscal year ending 2024. The multiple-year proposals shall not exceed three years, with the awarding contract to be established in one-year terms. This procurement could result in multiple vendor awards.

B. SCOPE OF PROCUREMENT

- The audit shall be conducted in compliance with generally accepted auditing standards and the terms and conditions of the State of New Mexico Audit Contract incorporated herein by reference, the current **State of New Mexico Office of the State Auditor Audit Rule 2021 2.2.2 NMAC: Requirements for Contracting and Conducting Audits of Agencies**. The financial audit shall cover the entire financial entity.
- Per the State of New Mexico Office of the State Auditor Audit Rule 2021 2.2.2 NMAC Proposals for annual financial audits shall contain each of the following elements:
 - Financial Statement Audit
 - Federal Single Audit (if applicable)
 - Financial Statement Preparation
 - Other Non-Audit Services
- Audit reports shall meet deadlines as established by Southwest Regional Education Cooperative and by the State Auditor. The entity is requiring the entire draft audit report including any audit finding is completed and submitted to the entity three (3) weeks prior to the due date established by the Office of the State Auditor.
- Preliminary work can begin prior to June 30 of the fiscal year and books will be ready for auditing by August 1 of the subsequent fiscal year.
- All progress payments will be in accordance with Section 2.2.2.8 subsection M of 2.2.2 NMAC Audit Rule 2021. Progress payments from 70% to 90% require State Auditor approval after being approved by SWREC.
- Total cost for travel and any other special conditions or requirements must be included in the Cost Response Form (Appendix C).

C. PROCUREMENT MANAGER

Southwest Regional Education Cooperative #10 has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name:	Lauren Verduzco, Procurement Manager
Address:	1321 E. Poplar Deming, NM 88030
Telephone:	575-546-5951
Email:	purchasing@swrecnm.org

1. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager via email. Offerors may contact ONLY Southwest Regional Education Cooperative #10, Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond.

D. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

Agreement Administrator: The SWREC #10

Business Hours: 7:30 AM to 4:30 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

Close of Business: 4:30 PM Mountain Standard or Daylight Time, whichever is in use on the date given

Contract: a written agreement for the procurement of items of tangible personal property, services, or professional services.

Contractor: the successful Offeror who enters into a Price Agreement with SWREC #10

Desirable: the terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.

Determination: the written documentation of a decision of a procurement manager, including findings of fact required to support a decision. A determination becomes part of the procurement file.

Evaluation Committee: a body appointed by the Procurement Manager to perform the evaluation of Offerors' proposals

Evaluation Committee Report: a report prepared by the Procurement Manager and the Evaluation Committee for contract award that will contain written determinations resulting from the procurement.

Finalist: an Offeror and/or Offerors who meet all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

IT: Information Technology

LPB: local public body

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

Minor Irregularities: anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

Multiple Source Award: an award of an indefinite quantity contract for one or more similar services to more than one Offeror.

Offeror: any person, corporation, or partnership who chooses to submit a proposal.

Price Agreement: a definite quantity contract or indefinite quantity contract that requires the contractor to furnish services to the Procuring State agency.

Procurement Manager: the person or designee authorized to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

Procuring State Agency: Any governmental state agency procuring services or goods from the Statewide Price Agreement.

Prime Contractor: chief contractor who has full responsibility for completion of the contract.

Project: a temporary process undertaken to achieve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is completed and project acceptance is given by the project executive sponsor.

Project Manager: means a Procuring State agency employee assigned by the Procuring State agency to oversee the contract work.

PSC: a Professional Services Contract

Redacted: a version/copy of the Offeror's proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

Request for Proposals or RFP: 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.

Responsible Offeror: an Offeror submitting a responsive proposal and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services described in the proposal.

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

Solicited and Awarded: an Invitation to Bid or RFP was made available to the general public, through any means.

Staff: a full-time, part-time, or an independently contracted employee with the Offerors' company

State (the State): the State of New Mexico.

State Purchasing Agent: the State Purchasing Division of the General Services Department.

Subcontractor: One who takes a portion of a contract from the principal contractor.

SWREC #10: Southwest Regional Education Cooperative.

Unredacted: a version or copy of the Offeror's proposal containing all complete information including any that the Offeror would otherwise consider confidential; such a copy for use only for the purpose of the evaluation.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description, and conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	SWREC	February 27, 2024
2. Distribution List	Potential Offerors	March 5, 2024; by 4:30pm MST
3. Deadline to Submit Questions	Potential Offerors	March 5, 2024; by 4:30 pm MST
4. Response to Written Questions	Procurement Manager	March 6, 2024; by 4:30 pm MST
5. Submission of Proposal	Potential Offerors	March 22, 2024; by 4:30 pm MST
6. Proposal Evaluation	Evaluation Committee	March 25 – 29, 2024
7. Selection of Finalists	Evaluation Committee	March 27, 2024
8. Finalize Price / Contractual Agreements	SWREC/Finalist Offerors	March 28, 2024
9. Price Agreement Award(s)	SWREC/Finalist Offerors	March 28, 2024
10. Protest Deadline	SWREC	April 12, 2024
11. Submit Contract Draft to NM State Auditor for Approval	SWREC CPO	April 15, 2024

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the Southwest Regional Education Cooperative #10.

2. Distribution List

Potential Offerors should complete the online *Distribution Form* to have their organization placed on the procurement distribution list. The form should be submitted by an authorized representative of the organization by **4:30 pm** MDT/MST on **March 5, 2024**.

The procurement Distribution List will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to submit the on-line *Distribution Form* does not prohibit potential Offerors from submitting a response to this RFP. However, by not completing the Distribution Form by the time and date indicated, the potential Offeror's representative shall not be included on the Distribution List communications and will be solely responsible for obtaining responses to written questions and any amendments to the RFP.

LINK TO ACCESS THE DISTRIBUTION LIST

<https://www.cognitoforms.com/SWREC10/RFP24004DistributionList>

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager with the intent to clarify the RFP until **March 5, 2024**, by **4:30 pm** Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph C.

4. Response to Written Questions

Written responses to written questions will be posted online as an Addendum to the RFP at www.swrecnm.org by the Procurement Manager as indicated in the sequence of events. An e-mail copy will be sent to all Offeror's that formally request, through the Distribution List, an e-mail copy of the responses from the Procurement Manager.

5. Submission of Proposal

Currently, only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice.

All offeror proposals must be received for review and evaluation by the procurement manager or designee no later than **4:30 pm** Mountain Standard Time/Daylight Time on **March 22, 2024**. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to Section NMSA 1978, §13-1-116, the contents of proposals shall not be disclosed to competing potential offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract awarded pursuant to the Request for Proposals has been fully executed.

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the Sequence of Events, depending on the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. Proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II, A. Sequence of Events, or as soon thereafter as possible. A schedule for the oral presentation and demonstration will be determined at this time.

8. Oral Presentations

Finalist Offerors, as selected per Section II.B.7 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If Oral Presentations are held, Finalist Offerors may be required to make their presentations through electronic means (Microsoft Teams, Zoom, etc). The Agency will provide Finalist Offerors with an agenda and applicable details; including an invitation to the event. Whether or not Oral Presentations will be held is at the sole discretion of the Evaluation Committee.

For those proposals selected for interview, notices to finalists will include the interview date and time. Interviews are generally held at the offices of SWREC #10. The interview location may be changed at the discretion of the Selection Committee. Scoring for the interview will be based on responses to the questions presented at the pre-interview meeting. Interview scoring will total the points presented on the table indicated in section V. The points will be equally divided between the prepared questions and points will be allocated by each member. Each member's point totals will be translated into a numeric ranking of all interviewed firms. The individual member rankings will be totaled together to determine the overall ranking of firms for the interview.

9. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers as per schedule Section II, A. Sequence of Events, or as soon thereafter as possible, if necessary.

10. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror in accordance with the Sequence of Events, or as soon thereafter. This date is subject to change. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the Agency reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

11. Contract Awards

After review by the Evaluation Committee the Agency will make an award(s) in accordance with the Sequence of Events, or as soon as possible thereafter. This date is subject to change at the discretion of the Agency. The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to support the Scope of Work the most advantageous proposal may or may not have received the most points.

12. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978, and applicable procurement regulations. The fifteen (15) calendar day protest period shall begin on the day following the award of RFPs and will end at 4:30 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest, including appropriate supporting exhibits and must specify the ruling requested from the Business Manager. Protests received after the deadline will not be accepted. The protest must be delivered to:

Erica Reyes, CPO
Southwest Regional Education Cooperative
1321 E. Poplar
Deming, NM 88030
ereyes@swrecnm.org

13. Submit Draft Contract to New Mexico State Auditor for Approval

Per the 2.2.2 NMAC Audit Rule 2021, SWREC cannot fully execute a Professional Services Contract until a draft of the Professional Services Contract is submitted to the Office of the State Auditor. Execution of the Professional Services Contract can only proceed upon the approval of the Office of the State Auditor.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement through the online proposal submission portal. 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 potential Offeror in preparation, transmittal, and/or 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 demonstrate proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any RFP that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of any contract with a state agency that may derive from this RFP. The state agency hiring a *vendor* from the RFP will make payments only to the prime contractor.

4. Subcontractors

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the RFP whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the state agency hiring from the RFP before any subcontractor is used during the term of this agreement.

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 identified clearly as such in the transmittal letter. The State agency personnel will not merge, collate, or assemble proposal materials.

6. Offerors Rights to Withdraw Proposal

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

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 for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

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

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate

eventual public inspection of the non-confidential portion of the proposal.

Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, §57-3A-1 through §57-3A-7. 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, SPD 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

This procurement in no manner obligates the Southwest Regional Education Cooperative to the use of Offeror services until a valid written contract is awarded and approved by appropriate 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 Southwest Regional Education Cooperative determines such action to be in the best interest of the Agency.

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

Only information supplied, in writing, by the Southwest Regional Education Cooperative through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals. Current and updated information regarding this procurement is available on the SWREC website at www.swrecnm.org.

15. Contract Terms and Conditions

The Southwest Regional Education Cooperative may or may not accept the alternative language provided by the Offeror. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable 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 they expect to have included in a contract negotiated with the State agency.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the State agency and the Offeror selected 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 potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §§13-1-83 and 13-1-85.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities as well as mandatory requirements, provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and that the failure to do 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 State agency reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the State agency, meeting its needs adequately.

21. Notice

The Procurement Code, NMSA 1978, §13-1-28 through §13-1-199, 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. State Agency Rights

The State agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or state agency contracts deriving from this procurement from SWREC and the Contract Lead. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the RFP.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State.

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 SWREC.

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

26. Electronic mail address required

All of the communications regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have and provide a valid e-mail address to receive this correspondence. (See also, Section II.B.4, Response to Written Questions).

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 ensure 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 SWREC, the version maintained by the SWREC shall govern. Refer to: <http://www.swrecnm.org>.

28. New Mexico Employees Health Coverage

- A. 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 have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. 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.
- C. 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: <https://bewellnm.com>.
- D. 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.

29. Campaign Contribution Disclosure Form

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

30. Disclosure Regarding Responsibility

Any prospective Responsible Bidder/Offeror (hereafter Offeror) and/or any of its Principals who seek to enter into a contract greater than twenty thousand dollars (\$20,000.00) with any State agency or LPB for professional services, tangible personal property, services, or construction agrees to disclose whether they, or any principal of their company:

- i. are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, State agency or LPB;
- ii. have, within a three-year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining,

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- attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes related to the submission of offers; or commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of federal criminal tax law, or receiving stolen property;
- iii. are presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with, commission of any of the offenses enumerated in paragraph 2 of this disclosure.
 - iv. have, preceding this offer, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000.00, of which the liability remains unsatisfied
 - 1. Taxes are considered delinquent if both of the following criteria apply:
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge.
 - b. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted
 - 2. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - v. Have, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities. The Offeror shall provide immediate written notice to the Procurement Manager or Buyer if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances. A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
 - vi. Nothing contained in the foregoing shall be construed to require establishing a system of records in order to render in good faith the disclosure required by this document. The knowledge and information of an Offeror is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts. If, during the performance of the contract, the contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state, or local) with commission of any offenses named in this document the contractor must provide immediate written notice to the Procurement Manager. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the government, the Procurement Manager may terminate the involved contract for cause. Still further, the Procurement may suspend or debar the contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Procurement Manager.

31. Conflict of Interest

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or

indirect, that would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, NMSA 1978, §10-16-1 through §10-16-18, regarding contracting with a public officer or state employee or former state employee have been followed.

III. RESPONSE FORMAT AND ORGANIZATION

Any proposal that does not adhere to the requirements of this Section may be deemed non-responsive and rejected on that basis.

A. NUMBER OF RESPONSES

Potential Offerors shall submit only one proposal for this RFP.

B. METHOD OF SUBMISSION

All Proposals must be submitted electronically.

LINK TO ACCESS THE PROPOSAL SUBMISSION SYSTEM

<https://www.cognitofrms.com/SWREC10/RFP24004ProposalSubmission>

C. PROPOSAL FORMAT

- i. All information for the **technical proposal** must be combined into a single pdf file/document for uploading. File naming convention < **RFP24-004_COMPANY NAME_PROPOSAL**>
- ii. Typeface must be easily readable such as Ariel, Calibri, Courier, or Times New Roman and type size must be 12-point
- iii. The proposal may be no longer than 100 single-spaced pages as a whole. Supplemental information may be appended to the proposal
- iv. All page numbers shall be numbered
- v. The Cost Response Form (Appendix C) and any additional documents supporting the Cost Response must be combined into a single pdf file/document for uploading. File naming convention < **RFP24-004_COMPANY NAME_COST RESPONSE**>

For technical support issues, contact Lauren Verduzco (575) 546-5951.

Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

- a) Table of Contents
- b) Proposal Summary (Optional)
- c) Response to Specifications **with the exception of cost**
- d) Response to RFP Terms and Conditions
- e) Offeror's Additional Terms and Conditions
- f) Campaign Contribution Form
- g) Signed Employee Health Coverage Form
- h) Conflict of Interest Affidavit
- i) Debarment / Suspension Certification Form
- j) Signed Affidavit pursuant to Governmental Conduct Act (If applies)
- k) Resident Vendor or Resident Veteran Certificate (If applies)
- l) Resident Veterans Preference Certification (If applies)
- m) Other Supporting Material (Optional)

Within each section of the proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates, or expenses must appear only on 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 potential Offerors to provide the Evaluation Committee with an overview 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.

Offerors may attach other material they believe may improve the quality of their responses.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise specified. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offerors must:

- (a) provide a description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise, and knowledge as a provider of Audit Services:
 1. Experience, expertise, and qualification of key personnel in providing required services.
 2. Descriptions of the qualifications and capacity to deliver the services described in the scope of work.
 3. Descriptions of similar projects, including any experience evaluating intermediaries and/or their programs.
 4. Identification of key personnel for the project, including short biographies along with resume. The primary point of contact for the project should be identified.

2. Organizational References

Vendors should provide a minimum of two (2) references from similar projects performed for private State and/or local government clients within the last three years. *Vendors* are required to submit APPENDIX D, Reference Questionnaire, for the business references they list. The business references must submit the Reference Questionnaire directly to the designee described in Section I, Paragraph C, Procurement Manager. It is the vendor's responsibility to ensure that the completed forms are received by or before the proposal submission deadline for inclusion in the evaluation process. Business references that are not received in time or are incomplete may adversely affect the vendor's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted.

- 2.1 Client name;
- 2.2 Project description;
- 2.3 Project dates (starting and ending);
- 2.4 Technical environment; (i.e., software applications, Internet capabilities, data communications); and,
- 2.5 Client project manager name, telephone number, fax number, and e-mail address.

A. MANDATORY SPECIFICATIONS

Please describe how the Offeror will perform Audit Services outlined in Section I.B Scope of Procurement. Points awarded based on the evaluation of responses to specifications. Responses must be thorough and complete as to how the Offeror will provide these services and must demonstrate understanding of the scope and work required and the ability of the Offeror to deliver quality services in a timely and professional manner. This includes the method of approach, implementation plan, quality control, sustainability, and reporting system.

B. BUSINESS SPECIFICATIONS

1. Cost

Offerors must complete Cost Response form in APPENDIX C. All charges listed on APPENDIX C must be justified and evidence of need documented in the proposal.

2. Resident Business or Resident Veteran's Preference

To be awarded the points, Offerors must include a copy of their preference certificates in this section. In addition, for Resident Veterans Preference, the certification form must accompany any RFP and any business wishing to receive the preference must complete and sign the form. An agency shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply to this procurement.

3. Campaign Contribution Disclosure Form

The Offeror **must** complete unaltered Campaign Contribution Disclosure Form and submit a signed copy with its proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX A)

V. EVALUATION

C. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Table 1: Evaluation Point Summary

Factor	Points Available
A Technical Specifications	
A(1) Organizational Experience	35
A(2) Organizational References	20
A(3) Mandatory Specifications	35
B Business Specifications	
B(1) Cost	10
B(2) Campaign Contribution Disclosure	Pass/Fail
B(3) NM Employee Health Coverage	Pass/Fail
B(4) Conflict of Interest	Pass/Fail
B(5) Debarment/Suspension Certification	Pass/Fail
TOTAL	100 points

D. EVALUATION FACTORS

1. A (1) Organizational Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of the response, the breadth and depth of the engagements cited, and the perceived validity of the response.

2. A (2) Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions asked of the references concerning the quality of the Offeror's services, the timeliness of services, responsiveness to problems and complaints, and the level of satisfaction with the Offeror's overall performance.

3. **A (3) Mandatory Specifications**

Points will be awarded based on the evaluation of responses to specifications. Responses must be thorough and complete as to how the Offeror will provide these services.

4. **B (1) Cost (See Table 1)**

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{This Offeror's Bid}} \times \text{Available Award}$$

5. **B (2) Campaign Contribution Disclosure Form (See Table 1)**

Pass/Fail only. No points assigned.

6. **B (3) New Mexico Employee Health Coverage Form (See Table 1)**

Pass/Fail only. No points assigned.

7. **B (4) Conflict of Interest Form (See Table 1)**

Pass/Fail only. No points assigned.

8. **B (5) Debarment / Suspension Form (See Table 1)**

Pass/Fail only. No points assigned.

9. **New Mexico Preferences**

Percentages will be determined based upon the point-based system outlined in NMSA 1978, § 13-1-21 (as amended).

A. New Mexico Business Preference

Shall not apply to this procurement.

10. **New Mexico Resident Veterans Business Preference**

Shall not apply to this procurement.

E. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications 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 II, Paragraph B. 6.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C. 18.
4. Responsive proposals will be evaluated on the factors in Section V, which have been assigned a point value. Responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the State, taking into consideration the evaluation factors in Section V, will be recommended for Award to the State, as specified in Section II, Paragraph B.11. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

-
5. This procurement could result in contractual agreements between two parties.

F. ADMINISTRATIVE REQUIREMENTS

Awarded Offeror's will be required to provide the following documents before or within 30 of contract execution date:

1. Proof of Insurance
2. Tax Identification: The Offeror must possess a tax identification number

APPENDIX A - 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 either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"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)

—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 B – New Mexico Employee Health Coverage Form

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

B. 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.

C. 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 <https://bewellnm.com>.

D. 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.

Signature of Offeror: _____

Date: _____

APPENDIX C – Cost Response Form

SAMPLE COST

Description of Good and/or Service	Cost
Financial Statement Audit	
Federal Single Audit	
Financial Statement Preparation	
Other Non-Audit Service (Describe)	

Cost should be inclusive of tax, travel, and any other incidentals

Total Cost: \$_____

APPENDIX D – Reference Questionnaire

REFERENCE QUESTIONNAIRE

As a part of the RFP process, the Southwest Regional Education Cooperative requires proposing vendors to submit a minimum of two (2) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The proposing vendor is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to the Procurement Manager by the RFP submission deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal.

**RFP #24-004 REFERENCE QUESTIONNAIRE
FOR:**

(Name of company requesting reference)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the Southwest Regional Education Cooperative via e-mail at:

Name: Lauren Verduzco, Procurement Manager
Address: 1321 E. Poplar
Deming, NM 88030
Telephone: 575-546-5951
Email: purchasing@swrecnm.org

no later than **March 22, 2024** by **4:30 pm** Mountain Standard Time/Daylight Time and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Manager listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past? COMMENTS:

2. How would you rate this firm's knowledge and expertise?
____(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?
____(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?
____(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?
____(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name:_____ Rating:

Name:_____ Rating:

Name:_____ Rating:

Name:_____ Rating:

COMMENTS:

7. How satisfied are you with the service developed and delivered by the vendor?
_____(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS:

APPENDIX E – Resident Veterans Certification

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

Please check one box only

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

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

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

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

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

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitute a material representation by the business that is subject to protest and may result in denial of an award or non- award of the procurement involved if the statements are proven to be incorrect.

APPENDIX F – Conflict of Interest Form

As utilized herein, the term “Vendor” shall mean that entity submitting a proposal to The Agency in response to the above referenced request for proposals.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:

No employee or Coordinating Council member of the Agency or New Mexico Public Education Department (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Agency employee, council member or close relative, with the exception of the person(s) identified below.

Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the Legislator:

List below the names(s) of any New Mexico Public Education Department or Agency employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor’s stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST 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 vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

Signature of Offeror: _____

Date: _____

APPENDIX G – Suspension Status Form

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The Vendor agrees to provide immediate notice to the Agency Procurement Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice or 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 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 vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

Signature of Offeror: _____

Date: _____