ADMINISTRATIVE SERVICES DIVISION
OF THE
DEPARTMENT OF HEALTH

REQUEST FOR PROPOSALS (RFP)

AUDIT SERVICES

RFP#
00-66500-21-02152021

RFP Release Date: Friday February 26, 2021

Proposal Due Date: Monday March 22, 2021
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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 proposals to establish a contract through competitive negotiations for the procurement of Independent Public Accountant (IPA) to perform the annual audit of the Department of Health’s (DOH) financial statements for the fiscal year ending June 30, 2021. 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, Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit requirements for Federal Awards (Uniform Guidance) and Requirements for Contracting and Conducting Audits of Agencies (NMAC 2.2.2).

B. SUMMARY SCOPE OF WORK

1. Professional Audit Services to be rendered include:
   a. Audit of the DOH Financial Statements
   b. GAGAS/Yellow Book Audit of DOH
   c. Federal Single Audit of DOH Federal Funds as required in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit requirements for Federal Awards (Uniform Guidance), in addition audit of Preventive Health and Health Services Block Grant funded solely with Prevention and Public Health Funds (PPHF). The CFDA number is 93.758.
   d. DOH Financial Statement Preparation (draft copy to be completed by DOH’s management)

C. SCOPE OF PROCUREMENT

The DOH requests a single-year proposal to provide audit services, identified in this RFP, for the fiscal year ending June 30, 2021. The term of the contract shall be one year. The scope of procurement shall encompass the Scope of Work in Section IV of this RFP. The contract shall become effective beginning May 1, 2021 or upon signature of the State Auditor.

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:

Name: Hieu Cruz  
Address: 1190 South St. Francis Dr., Ste. N-3200  
Santa Fe, New Mexico, 87505  
E-mail: Hieu.Cruz@state.nm.us

Any inquiries or requests 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 Department of Health (DOH). This term is used interchangeably with “Department” and “DOH.”

“Audit Rule” means NMAC 2.2.2 (Title 2-Public Finance, Chapter 2-Audits of Governmental Entities, Part 2-Requirements for Contracting & Conducting Audits of Agencies). New Mexico State Auditor Rule (2.2.2 NMAC) is posted on the New Mexico Office of the State Auditor’s website at www.osanm.org.

“Authorized Purchaser” means an individual authorized by a Participating Entity to place orders against this contract.

“Award” means the final execution of the contract document.

“Business Hours” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“CFO” means the Chief Procurement Officer of The New Mexico Department of Health.

“Close of Business” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“Confidential” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be
obtained from a source outside this request for proposals can be considered confidential information.

“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;

“CPO” means the Chief Procurement Officer from the authorizing State Agency sponsoring the procurement action.

“CRB” means the Contracts Review Board of the General Services Department.

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

“Department of Information Technology” means the New Mexico Department of Information Technology which is responsible for operating the data center and all communications related items.

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

“Desirable”—The terms “may,” “can,” “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.

“DOH” means the Department of Health. This term is used interchangeably with “Agency” and “Department.”

“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.

“GAAP” means Generally Accepted Accounting Principles.

“GAAS” means Generally Accepted Auditing Standards.

“GAGAS” means Governmental Accounting Standards Board.

“Hourly Rate” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

“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.

“Procuring Agency” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

“Redacted” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

“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.

“Sealed” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should
or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“SPD” means State Purchasing Division of the New Mexico State General Services Department.

“Solicitations” means ITBs and RFPs.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

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

“State Agency” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

“State Purchasing Agent” means the director of the purchasing division of the general services department.

“Statement of Concurrence” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“Unredacted” means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“Written” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

F. BACKGROUND INFORMATION

The New Mexico Department of Health is a cabinet-level agency in the Executive Branch of New Mexico State Government. The Department is headed by a Cabinet Secretary appointed by the Governor and confirmed by the New Mexico State Senate. The Department consists of the Office of the Secretary and the following Divisions, Facilities, Programs, and Business Areas:

Cabinet Secretary
  • Deputy Secretary
    o Chief Medical Officer
    o Chief Nursing Officer
1. **Program Areas:**

**Program Area 1: Administration**

The Administration Program provides leadership, policy development, information technology, administrative, human resources services, legal support, accounting, budgeting and fiscal management to the Department of Health (DOH) so that the Department achieves a high level of accountability and excellence in services provided to the people of New Mexico.

**Program Area 2: Public Health**

Public Health is statutorily required to create and fund programs, services, and policy to protect the health and welfare of the people of New Mexico. In doing so, the Division focuses on cost-effective early intervention programs, creating a safe and healthy environment, preventing and controlling infectious diseases, and increasing access to health care services.

**Program Area 3: Epidemiology and Response**

The mission of the Epidemiology and Response Division is to monitor health, provide health information, prevent disease and injury, promote health and healthy behaviors, respond to public health events, prepare for health emergencies, and provide emergency medical and vital registration services to New Mexicans. This mission is achieved...

**Program Area 4: Laboratory Services**
The Laboratory Services (SLD) Program provides 1) clinical testing for infectious disease agents in support of public health programs operated by the Department of Health, veterinary, 2) food and dairy testing for the Department of Agriculture, 3) forensic toxicology (drug) testing in support of the Department of Public Safety and local law enforcement agencies for the NM Implied consent Act and for autopsy investigation performed by the NM Office of the Medical Investigator and 4) chemical testing for environmental monitoring and enforcement of NM law and environmental regulations for the Environment Department. SLD also provides clinical testing for state and local hospitals for infectious diseases that are rare or novel in NM (e.g. SARS, West Nile virus, avian influenza etc.) and provides training and certification of NM law enforcement officers to perform breath alcohol testing within NM. The activities of SLD in support of these State agencies are all mandated in NM Statute, and are essential for the successful missions of the programs it supports in these numerous agencies.

**Program Area 6: Facilities Management**
Facilities Management provides management oversight, policies and procedures and financial guidance for seven state facilities throughout the state of New Mexico. Various services provided by these facilities include Chemical Dependency and Rehabilitation services, Adult Psychiatric Services, Forensic Services, Long Term Care Services, Community Based Services, Developmentally Disabled Community Services, and Adolescent Treatment and Reintegration services.

**Program Area 7: Developmental Disabilities Supports Services**
The purpose of the Developmental Disabilities Support Program is to administer a statewide system of community-based services and supports in order to improve the quality of life and increase the independence and interdependence of individuals with developmental disabilities, and children with or at risk for developmental delay or disability and their families.

**Program Area 8: Health Certification, Licensing and Oversight**
The mission of the Division of Health Improvement (DHI) is to assure safety and quality care in New Mexico's health care facilities and community-based programs in collaboration with consumers, providers, advocates and other agencies. DHI promotes quality improvement through conducting surveys, program reviews and taking appropriate actions, the identification of trends and patterns, and the provision of training. The Division of Health Improvement has a unique role within the Department of Health. In this role, DHI conducts quality assurance monitoring activities for all licensed health care facilities in New Mexico and Medicaid Waiver funded community programs; investigates allegations of abuse, neglect and exploitation and other serious incidents; regulates, licenses and certifies private and public health care programs and
facilities statewide; conducts criminal background checks on caregivers; and maintains on line registries for Certified Nursing Assistants and General caregivers who have committed abuse, neglect or exploitation.

Program Area 787: Medical Cannabis Program
The mission of the Medical Cannabis Program is to allow the beneficial use of medical cannabis in a regulated system for alleviating symptoms caused by debilitating medical conditions and their medical treatments.

G. PROCUREMENT LIBRARY
Offerors are encouraged to review the information listed below:

New Mexico Procurement Regulations are available at:

http://www.generalservices.state.nm.us/statepurchasing/

New Mexico State Auditor Rule (2.2.2 NMAC) is posted on the New Mexico Office of the State Auditor’s website at: www.osanm.org.

Audit copies for prior years may be viewed at: http://www.osanm.org/

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 (COVID Safe Practices are in effect)

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

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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 on behalf of the New Mexico Department of Health on February 26, 2021. RFP can be obtained from the DOH Website: https://www.nmhealth.org/publication/rgp/.

2. Distribution List Response

   Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 12:00 pm MST or MDT on March 8, 2021.

   The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Pre-Proposal Conference

   A pre-proposal conference will be held as indicated in the sequence of events beginning on March 9, 2021 at 11am Mountain Standard Time/Daylight Time. Due to the COVID-19 pandemic all in-person meetings shall be performed using video conferencing. Potential Offeror(s) are encouraged to submit written questions in advance of the video conference to the Procurement Manager (see Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted during the video conference. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

   Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal. Some pre-proposal conferences may be mandatory but must be identified as such in the RFP document.
3. **Deadline to Submit Additional Questions**
Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 2:00 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 D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. **Response to Written Questions**
Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror’s that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to: [https://www.nmhealth.org/publication/rfp/](https://www.nmhealth.org/publication/rfp/)

5. **Submission of Proposals**
ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON **March 22, 2021**. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **Audit Services #00-66500-21-02152021**. Proposals submitted by facsimile, or other electronic means, will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to 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 is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

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 upon 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. However, 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 Offerors as per schedule Section II. A., Sequence of Events or as soon as possible. A schedule for the oral presentation and demonstration will be determined at this time.
8. **Oral Presentation**
Finalist Offerors may be required to conduct an oral presentation via video conferencing as per schedule Section II. A., Sequence of Events or as soon as possible. Whether oral presentations will be held is at the discretion of the Evaluation Committee.

9. **Finalize Contractual Agreements**
Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the Agency Procurement office. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

10. **Contract Award**
After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Agency Procurement office.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and Department of Health, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Department and State approval.

11. **Protest Deadline**
Any protest by an Offeror must be timely and in conformance with 7.1.6 NMAC. Pursuant to 7.1.6 NMAC, ONLY protests delivered directly to the Chief Procurement Officer in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 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 it must specify the ruling requested from the party listed below. The protest must be delivered to:

Roy McDonald  
Chief Procurement Officer  
Harrold Runnels Building  
1190 St. Francis Drive, Suite N3201  
Santa Fe, NM 87505

Mailing Address: P.O. Box 26110  
Santa Fe, New Mexico 87502-6110
Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the Department’s procurement code regulations, 7.1.5 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 ninety (90) 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.4, 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 no later than July 1, 2009 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 no later than July 1, 2010 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://insurenewmexico.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 of 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**

1. 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.

2. 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 Department of Health, 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.

3. 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.

31. **New Mexico Preference**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue.

A. New Mexico Business Preference
B. New Mexico Resident Veterans Business Preference

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 when the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror’s proposal must be clearly labeled and numbered and indexed as outlined in Section III.C. Proposal Format. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

1. Technical Proposals – One (1) ORIGINAL, one (1) HARD COPY, and five (5) electronic copy of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders. The electronic version/copy can NOT be emailed.

   ➢ Proposals containing confidential information must be submitted as two separate binders:
     • Unredacted version for evaluation purposes
     • Redacted version (information blacked out and not omitted or removed) for the public file

2. Cost Proposals – One (1) ORIGINAL, one (1) HARD COPY, and five (5) electronic copy of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders from the Technical Proposals. The electronic copy can NOT be emailed.
The electronic version/copy of the proposal must mirror the physical binders submitted (i.e. One (1) unredacted CD/USB; one (1) redacted CD/USB). The electronic version can NOT be emailed.

The original, hard copy and electronic copy information must be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and Section III.C.1 Response Format and Organization, may be deemed non-responsive and rejected on that basis.

Both the electronic submission and the original proposal must be received no later than the time and date indicated in Section II.B.6.

Any proposal that does not adhere to the requirements of this Section and Section III.C.1 Response Format and Organization may be deemed non-responsive and rejected on that basis.

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 a binder 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.

Technical Proposal (Binder 1):
- Signed Letter of transmittal
- Signed Campaign Contribution Form
- Table of Contents
- Summary of Proposed Services
- Response to Terms and Conditions
- Offeror’s Additional Terms and Conditions (optional)
- Response to Specifications (except cost information which shall be included in Cost Proposal/Binder 2 only)
  - Independence
  - Firm Capability & Capacity
  - Partner, Supervisory and Staff Qualifications
  - General Audit Approach
  - Identification of Anticipated Potential Audit Problems
  - Prior Engagement with the State of New Mexico
- Other Supporting Material

Cost Proposal (Binder 2):
- Cost/Pricing Proposal Form

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 the section 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.

### IV. SPECIFICATIONS

#### A. INFORMATION

1. **Agency Resources**
   The following resources will be provided to contractor personnel for use on this contract:
   
   * workspace
   * 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.

   New Mexico Department of Health
   Administrative Services Division
   Third Floor
   1190 South St. Francis Drive
   Santa Fe, NM 87501

   However, there may be a need to also visit the facilities at the addresses below to review records:

   **New Mexico Behavioral Health Institute**
   3695 Hot Springs Blvd
   Las Vegas, New Mexico 87701

   **New Mexico State Veterans’ Home**
   992 South Broadway
   Truth or Consequences, NM 87901

   **New Mexico Rehabilitation Center**

   **Fort Bayard Medical Center**
   41 Fort Bayard Road
   Santa Clara, NM 88026

   **Sequoyah Adolescent Treatment Center**
   3405 W. Pan American Freeway, N.E.
   Albuquerque, NM 87107

   **Turquoise Lodge Hospital**
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 by DOH’s management for the IPA’s review by October 29, 2021.

c. Final Audit Report for year one of the contract - is to be submitted to the Office of the State Auditor on or before November 15, 2021 – 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. Draft of the audit report, working trial balance, adjusting journal entries are to be submitted to DFA-CAFR by DOH management by no later than October 29, 2021.

e. IPA to conduct Audit Progress Meetings, at least weekly, with DOH’s financial and executive management staff.

f. 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.

h. 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 May 1, 2021. The final draft of the contract deliverables for the first year are to be completed no later than November 15, 2021.

B. TECHNICAL 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 (2011 Revision).

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 (current version); 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.

In addition, Offerors need to demonstrate the depth and substance of audit findings by providing three sets of their assessed findings along with management’s responses. They should be current findings from the previous two fiscal years.

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 November 15, 2021 for year one of the contract 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. Organizational Reference Questionnaire (Pass/Fail)
Offerors should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years. Offerors are required to submit APPENDIX F, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the designee described in Sec I Paragraph D. It is the Offeror’s responsibility to ensure the completed forms are received on or before March 9, 2021 for inclusion in the evaluation process.

Organizational References that are not received or are not complete, 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. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Para C.18.

Offerors shall submit the following Business Reference information as part of Offer:
   a) Client name;
   b) Project description;
   c) Project dates (starting and ending);
   d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
   e) Staff assigned to reference engagement that will be designated for work per this RFP; and
   f) Client project manager name, telephone number, fax number and e-mail address.

C. BUSINESS SPECIFICATIONS

1. Cost Proposal
The total proposed cost for performing the audit must be itemized for one (1) contract year, using the criteria below.

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.

2. 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)

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

4. Pay Equity Report (Mandatory)
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)

5. Acknowledgement of Receipt (Pass/Fail)
The Offeror must complete and include the Acknowledgement of Receipt Form
with the submittal of their proposal. (See Appendix A)

6. Letter of Transmittal (Pass/Fail)
The Offeror’s proposal must be accompanied by the Letter of Transmittal Form
located in APPENDIX G. The form must be completed and must be signed by the
person authorized to obligate the company

7. New Mexico Preference
Percentages will be determined based upon the point-based system outlined in
NMSA 1978, § 13-1-21 (as amended).
   A. **New Mexico Business Preference (5 points)**
      If the Offeror has provided their Preference Certificate the Preference
      Points for a New Mexico Business is 5%.
   B. **New Mexico Resident Veterans Business Preference (10 points)**
      If the Offeror has provided their Preference Certificate and the Resident
      Veterans Certification Form the Preference Points is 10%.

**V. EVALUATION**
A. 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 category.

<table>
<thead>
<tr>
<th>Factor</th>
<th>Points Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>B Technical Specifications</td>
<td>90 Points</td>
</tr>
<tr>
<td>B.1 Independence</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>B.2 Firm Capability &amp; Capacity</td>
<td>20 Points</td>
</tr>
<tr>
<td>B.3 Partner, Supervisory &amp; Staff Qualifications</td>
<td>20 Points</td>
</tr>
<tr>
<td>B.4 General Audit Approach</td>
<td>20 Points</td>
</tr>
<tr>
<td>B.5 Identification of Anticipated Potential Audit Problems</td>
<td>10 Points</td>
</tr>
<tr>
<td>B.6 License to Practice in New Mexico</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>B.7 Prior Engagements with the State of New Mexico</td>
<td>5 Points</td>
</tr>
<tr>
<td>B.8 Oral Presentation</td>
<td>10 Points</td>
</tr>
<tr>
<td>B.9 Organizational Reference Questionnaire</td>
<td>5 Points</td>
</tr>
<tr>
<td>C. Business Specifications</td>
<td>100 Points</td>
</tr>
<tr>
<td>C.1 Cost Proposal</td>
<td>10 points</td>
</tr>
<tr>
<td>C.2 NM Employees Health Coverage</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.3 Campaign Contribution Disclosure</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.4 Pay Equity</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.5 Acknowledgement Receipt</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.6 Letter of Transmittal</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Total</td>
<td>100 Points</td>
</tr>
<tr>
<td>C.7 New Mexico Preference - Resident Vendor Points per Section IV C.7</td>
<td>+5%</td>
</tr>
<tr>
<td>C.7 New Mexico Preference - Resident Veterans Points per Section IV C.7</td>
<td>+10%</td>
</tr>
</tbody>
</table>

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.

B.1. Independence - (Pass/Fail)
Pass/Fail only. No points assigned.

B.2. Firm Capability & Capacity (20 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 (current version); 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.

**B.3. Partner, Supervisory and Staff Qualifications and Experience (20 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 or 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.

**B.4. General Audit Approach (20 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. In addition, Offerors need to demonstrate the depth and substance of audit findings by providing three sets of their assessed findings along with management’s responses. They should be current findings from the previous two fiscal years.

**B.5. Identification of Anticipated Potential Audit Problems (10 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 November 15, 2021 and preclude the necessity for scope expansion and/or contract amendments.
B.6. License to Practice in New Mexico (Pass/Fail)
Pass/Fail only. No points assigned.

B.7. Prior Engagements with the State of New Mexico (5 Points)
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.

B.8. Oral Presentations (10 Points)
Points will be awarded based on the quality, organization and effectiveness of communication, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Any system being presented must already be in use by a client from a similar project. Demo systems, in production, not live or ready for immediate installation will not be awarded points.

B.9. Organizational Reference Questionnaire (5 Points)
Points will be awarded based upon an evaluation of the responses to a series of questions as per Appendix H. Evaluators will award points based on responses concerning quality of Offeror’s services, timeliness of services, responsiveness to problem solving and the level of satisfaction with the Offeror’s overall performance. Points will be awarded for each individual response not to exceed three references. Each reference response will be worth up to 1/3 of the total points for this category, not to exceed fifty (50) points available. Failure to provide any references will result in zero (0) points awarded to the offeror.

C.1. Cost Proposal (10 Points)
The evaluation of each Offeror’s cost proposal will be conducted using the following formula:

\[
\frac{\text{Lowest Responsive Offer Bid}}{\text{This Offeror’s Bid}} \times X \text{ Available Award Points}
\]

C.2. New Mexico Employees Health Coverage Form (Pass/Fail)
Pass/Fail only. No points assigned.

C.3. Campaign Contribution Disclosure Form (Pass/Fail)
Pass/Fail only. No points assigned.

C.4. Pay Equity Report (Pass/Fail)
Pass/Fail only. No points assigned.
C.5. Acknowledgement Receipt (Pass/Fail)
   Pass/Fail only. No points assigned.

C.6. Letter of Transmittal (Pass/Fail)
   Pass/Fail only. No points assigned.

C.7. New Mexico Preference
   Percentages will be determined based upon the point-based system outlined in NMSA 1978, § 13-1-21 (as amended).
   A. New Mexico Business Preference (5 points)
      If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%.
   B. New Mexico Resident Veterans Business Preference (10 points)
      If the Offeror has provided their Preference Certificate and the Resident Veterans Certification Form the Preference Points is 10%.

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 II, B, 6.

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 whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors set forth in the RFP, will be recommended for contract award.

5. The procurement manager shall make a written determination in the form of a committee report showing the basis on which the recommended award was found to be most advantageous to the state agency.

* Please note, 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
APPENDIX A

REQUEST FOR PROPOSAL

Audit Services

RFP #00-66500-21-02152021

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 12pm MST/MDT on February 25, 2021. 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.

Hieu Cruz, Procurement Manager
Audit Services RFP #00-66500-21-02152021
Department of Health
1100 St. Francis Dr. N3215
Santa Fe, NM  87505
E-mail: Raymond.Duran@state.nm.us
APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM
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 C

CONTRACT/AGREEMENT TERMS AND CONDITIONS

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

http://www.osanm.org/procuring/contracts
APPENDIX D

COST RESPONSE FORM

Cost / Hours per Task

FY21

1. DOH Financial Statement Audit
   ____________

2. DOH Federal Single Audit
   (To include audit of Preventive Health & Health Services Block Grant)
   ____________

3. DOH Financial Statement Preparation
   ____________

   Subtotal   ____________

   Gross Receipts Tax   ____________

   Total Compensation   ____________

Offeror Name: ____________________________________________________________

Offeror Signature: _________________________________________________________

Date: __________________________
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 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 no later than July 1, 2009 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 no later than July 1, 2010 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://insurenewmexico.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/statepurchasing/Pay_Equity.aspx
APPENDIX G

LETTER OF TRANSMITTAL FORM
APPENDIX G
Letter of Transmittal Form

RFP#: 00-66500-21-02152021
Offeror Name: _____________________   FED ID# _______________________________

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

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

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:
   Name _______________________________________________________
   Title _______________________________________________________
   E-Mail Address ______________________________________________
   Telephone Number ___________________________________________

3. For the person authorized by the organization to negotiate on behalf of this Offer:
   Name _______________________________________________________
   Title _______________________________________________________
   E-Mail Address ______________________________________________
   Telephone Number ___________________________________________

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:
   Name _______________________________________________________
   Title _______________________________________________________
   E-Mail Address ______________________________________________
   Telephone Number ___________________________________________

5. Use of Sub-Contractors (Select one)
   ____ No sub-contractors will be used in the performance of any resultant contract OR
   ____ The following sub-contractors will be used in the performance of any resultant contract:
   ___________________________________________________________
   (Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.
   ___________________________________________________________
   (Attach extra sheets, as needed)

7. ____ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.
   ____ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
   ____ I acknowledge receipt of any and all amendments to this RFP.
   ___________________________________________________________
   Authorized Signature and Date (Must be signed by the person identified in item #2, above.)
APPENDIX H

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror’s experience relevant to the scope of work in an effort to establish Offeror’s responsibility.

Offeror 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: Raymond Duran at hieu.cruz@state.nm.us by March 9, 2021 by 5pm MST for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.
RFP # 00-665-20-77233  
ORGANIZATIONAL REFERENCE QUESTIONNAIRE  
FOR:  

(Name of Offeror)

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 State of New Mexico, Raymond Duran via e-mail at:

- **Name:** Hieu Cruz, Procurement Manager
- **Address:** 1190 St. Francis Drive  
  Santa Fe, NM 87505
- **Email:** Hieu.Cruz@state.nm.us

no later than March 5, 2021 at 5pm MST 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.

<table>
<thead>
<tr>
<th><strong>Company providing reference:</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contact name and title/position</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Contact telephone number</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Contact e-mail address</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Project description:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Project dates (starting and ending):</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Technical environment for the project you are providing a reference</strong> (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware):</td>
<td></td>
</tr>
</tbody>
</table>
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 products developed 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: