REQUEST FOR PROPOSALS (RFP)

AUDIT SERVICES

RFP# 00-66500-22-DOH02012022

RFP Release Date: Friday February 25, 2022

Proposal Due Date: Monday March 21, 2022
I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS ...................................................... 1
B. BACKGROUND INFORMATION .............................................................................. 1
C. SCOPE OF PROCUREMENT .................................................................................... 3
D. PROCUREMENT MANAGER ................................................................................... 4
E. DEFINITION OF TERMINOLOGY ............................................................................ 4
F. PROCUREMENT LIBRARY ....................................................................................... 9

II. CONDITIONS GOVERNING THE PROCUREMENT .................................................. 9

A. SEQUENCE OF EVENTS ......................................................................................... 10
B. EXPLANATION OF EVENTS .................................................................................. 10
   1. Issue RFP ........................................................................................................... 10
   2. Acknowledgement of Receipt Form .................................................................... 10
   3. Pre-Proposal Conference .................................................................................... 11
   4. Deadline to Submit Written Questions ............................................................... 11
   5. Response to Written Questions ......................................................................... 11
   6. Submission of Proposal ..................................................................................... 12
   7. Proposal Evaluation ............................................................................................ 12
   8. Selection of Finalists .......................................................................................... 12
   9. Oral Presentations ................................................................................................ 12
  10. Finalize Contractual Agreements ......................................................................... 13
  11. Contract Awards ................................................................................................ 13
  12. Protest Deadline ................................................................................................ 13
C. GENERAL REQUIREMENTS .................................................................................... 13
   1. Acceptance of Conditions Governing the Procurement ........................................ 13
   2. Incurring Cost ...................................................................................................... 14
   3. Prime Contractor Responsibility .......................................................................... 14
   4. Subcontractors/Consent ....................................................................................... 14
   5. Amended Proposals ............................................................................................ 14
   6. Offeror’s Rights to Withdraw Proposal ............................................................... 14
   7. Proposal Offer Firm ............................................................................................. 14
   8. Disclosure of Proposal Contents ......................................................................... 15
   9. No Obligation ...................................................................................................... 15
  10. Termination .......................................................................................................... 15
  11. Sufficient Appropriation ...................................................................................... 15
  12. Legal Review ....................................................................................................... 16
  13. Governing Law .................................................................................................... 16
  14. Basis for Proposal ................................................................................................ 16
  15. Contract Terms and Conditions ......................................................................... 16
  16. Offeror’s Terms and Conditions ....................................................................... 17
  17. Contract Deviations .............................................................................................. 17
  18. Offeror Qualifications ......................................................................................... 17
  19. Right to Waive Minor Irregularities .................................................................... 17
  20. Change in Contractor Representatives ............................................................... 17
  21. Notice of Penalties ............................................................................................... 17
  22. Agency Rights ..................................................................................................... 18
  23. Right to Publish ................................................................................................. 18
  24. Ownership of Proposals ...................................................................................... 18
  25. Confidentiality .................................................................................................... 18
  26. Electronic mail address required ....................................................................... 18
  27. Use of Electronic Versions of this RFP .............................................................. 19
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(s) of the Department of Health’s (DOH) financial statements for the fiscal years ending June 30, 2022, June 30, 2023, June 30, 2024, and June 30, 2025. 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. 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
  o Office of General Counsel
  o Developmental Disabilities and Support Division
  o Office of Facility Management
    ▪ NM State Veterans Home
    ▪ Fort Bayard Medical Center
    ▪ NM Behavioral Health Institute of Las Vegas
    ▪ NM Rehabilitation Center
    ▪ Sequoyah Adolescent Treatment Center
    ▪ Turquoise Lodge
    ▪ Los Lunas Community Program
• Deputy Secretary
  o Public Health Division
  o Epidemiology & Response Division
  o Scientific Laboratory Division
  o Health Facility Licensing and Certification Division
  o Medical Cannabis Program
• Office of Policy and Accountability
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 through 6 bureaus: Vital Records and Health Statistics, Infectious Disease Epidemiology, Injury and Behavioral Epidemiology, Environmental Health Epidemiology, Health Emergency Management and Emergency Medical Systems.

**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.

**C. SCOPE OF PROCUREMENT**

The DOH requests a multi-year proposal to provide audit services, identified in this RFP, for the fiscal years ending June 30, 2022, June 30, 2023, June 30, 2024, and June 30, 2025. The term of the contract shall be one year with the option to extend for three successive one-year terms at the same price, terms and conditions as stated on the original proposal. The scope of
procurement shall encompass the Scope of Work in Section IV of this RFP. The contract shall become effective beginning May 1, 2022, or upon signature of the State Auditor. The DOH shall have the option to extend the contract for three one-year terms or any portion thereof. In no event shall the contract exceed duration of four years including all extensions and renewals.

D. PROCUREMENT MANAGER

1. The Department of Health Administrative Services Division 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: Gabriel Aragon, Procurement Manager
   Address: 1190 South St. Francis Dr., Ste. N-3215
             Santa Fe, New Mexico, 87505
   Telephone: (505) 827-2520
   Fax: (505) 827-2246
   Email: Gabriel.Aragon2@state.nm.us

1. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the Agency. Protests of the solicitation or award must be delivered by mail to the Protest Manager. As A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager 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. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

E. DEFINITION OF TERMINOLOGY

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

1. “Agency” means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.

2. “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.
3. “**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.

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

5. “**Business Hours**” means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

6. “**CFO**” means the Chief Financial Officer of The New Mexico Department of Health.

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

8. “**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 §§57-3-A-1 through 57-3A-7, NMSA 1978., See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

9. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.

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

11. “**Contractor**” means any business having a contract with a state agency or local public body.

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

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

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

15. “**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.

16. “**Desirable**” – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
17. “**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.

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

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

20. “**Electronic Submission**” means a successful submittal of Offeror’s proposal in the eProNM system, in such cases where eProNM submissions are accepted.

21. “**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can **NOT** be emailed.

22. “**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.

23. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.

24. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

25. “**Final Award**” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

26. “**Finalist**” means an Offeror who meets 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.

27. “**FY**” means Fiscal Year.

28. “**FYE**” means Fiscal Year Ended.

29. “**GAAP**” means Generally Accepted Accounting Principles.

30. “**GAAS**” means Generally Accepted Auditing Standards.

31. “**GAGAS**” means Governmental Accounting Standards Board.
32. “**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.

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

34. “**IT**” means Information Technology.

35. “**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 may result in the rejection of the Offeror’s proposal.

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

37. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

38. “**Multiple Source Award**” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

39. “**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.

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

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

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

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

44. “**Price Agreement**” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

45. “**Procurement Manager**” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

46. “**Procuring Agency**” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.
47. “Project” means a temporary process undertaken to solve 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 achieved and project acceptance is given by the project executive sponsor.

48. “Redacted” means 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.

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

50. “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.

51. “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.

52. “Responsive Offer” or means an offer which 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.

53. “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.

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

55. “Solicitations” means ITBs and RFPs.

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

57. “State (the State)” means the State of New Mexico.
58. “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.

59. “State Purchasing Agent” means the Director of the Purchasing Division of the General Services Department.

60. “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.)

61. “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.

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

F. PROCUREMENT LIBRARY
A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.  
https://www.nmhealth.org/publication/rfp/

Other relevant links:
New Mexico State Auditor Rule (2.2.2 NMAC) is posted on the New Mexico Office of the State Auditor’s website at: 
State Auditor Rule | NM Office of the State Auditor (saonm.org)

Audit copies for prior years may be viewed at:
Audit Report Search | NM Office of the State Auditor (saonm.org)

II. CONDITIONS GOVERNING THE PROCUREMENT
This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

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

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsible Party</th>
<th>Due Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Issue RFP</td>
<td>Agency</td>
<td>2/25/2022</td>
</tr>
<tr>
<td>2. Acknowledgement of Receipt Form</td>
<td>Potential Offerors</td>
<td>3/7/2022</td>
</tr>
<tr>
<td>3. Pre-Proposal Conference via video conference</td>
<td>Agency</td>
<td>3/7/2022</td>
</tr>
<tr>
<td>4. Deadline to submit Written Questions</td>
<td>Potential Offerors</td>
<td>3/9/2022</td>
</tr>
<tr>
<td>5. Response to Written Questions</td>
<td>Procurement Manager</td>
<td>3/11/2022</td>
</tr>
<tr>
<td>8. Selection of Finalists</td>
<td>Evaluation Committee</td>
<td>3/30/2022</td>
</tr>
<tr>
<td>9. Oral Presentation(s)</td>
<td>Finalist Offerors</td>
<td>4/1/2022</td>
</tr>
<tr>
<td>10. Finalize Contractual Agreements</td>
<td>Agency/Finalist Offerors</td>
<td>4/8/2022</td>
</tr>
<tr>
<td>12. Protest Deadline</td>
<td>Agency</td>
<td>+15 days</td>
</tr>
</tbody>
</table>

* Dates indicated in Events 7 through 13 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

1. Issue RFP

This RFP is being issued on behalf of the State of New Mexico New Mexico Department of Health on February 25, 2022. RFP can be obtained from the DOH Website: https://www.nmhealth.org/publication/rfp/

2. Acknowledgement of Receipt Form

Potential Offerors may hand deliver, e-mail or send by registered or certified mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager, Gabriel
Aragon Gabriel.Aragon2@state.nm.us, to have their organization placed on the procurement Distribution List. The form must be returned to the Procurement Manager by 3:00 pm MST/MDT on March 7, 2022.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror’s representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 1:30PM MST/MDT. Due to the COVID-19 pandemic all in-person meetings shall be performed using video conferencing.

https://nmdoh.webex.com/nmdoh/j.php?MTID=m0f9ae4ee92a1a5bc966b67e60a8952a7

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered unofficial until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, 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.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until March 9, 2022, as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.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.

5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).
An electronic version of the Questions and Answers will be posted to:  
https://www.nmhealth.org/publication/rfp/  

6. Submission of Proposal  

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 25, 2022. 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 00-66500-22-DOH02012022 Audit Services. 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.  

7. Proposal Evaluation  

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, 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.  

8. 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 as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time.  

9. Oral Presentations  

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation at a location to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. Whether or not Oral Presentations will be held is at the discretion of the Evaluation Committee and Agency.
10. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

11. Contract Awards

Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and State approval.

12. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager 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 notice of award of contract(s) and will end at 5:00 pm MST/MDT 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  
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

1. Acceptance of Conditions Governing the Procurement
Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

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 demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a State Agency which may derive from this RFP. The State Agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

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. Agency personnel will not merge, collate, 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 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, 1.4.1.5 & 1.4.1.36 NMAC.

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 contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, except for proprietary or confidential material as follows:

a. **Proprietary and Confidential information is restricted to:**
   1. confidential financial information concerning the Offeror’s organization; and
   2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7, NMSA 1978.

b. An additional but separate redacted version of Offeror’s proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal.

**IMPORTANT:** 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 proprietary or confidential materials, the Agency shall examine the 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 proprietary or confidential information.

9. No Obligation

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror’s 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 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 this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected 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’s concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which 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 Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror’s proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the 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 of the Draft Contract 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.
If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an explicit agreement by the Offeror that the contractual terms and conditions contained herein are accepted by the Offeror.

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 Agency. See Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the 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 §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, as defined in Section I.F.20. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and 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 Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

21. Notice of Penalties
The Procurement Code, §§13-1-28 through 13-1-199, NMSA 1978, imposes civil, and misdemeanor and felony 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 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 from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror’s proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

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

26. Electronic mail address required

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

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror’s possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to: https://nmhealth.org/publication/rfp/.

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, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed, unaltered form will result in Offeror’s disqualification.

30. Letter of Transmittal

Offeror’s proposal must be accompanied by an unaltered Letter of Transmittal Form (APPENDIX E), which must be completed and signed by the individual authorized to contractually obligate the company, identified in #2 below. DO NOT LEAVE ANY OF
THE ITEMS ON THE FORM BLANK (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror’s organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror’s proposal content (A response to B and/or C is only required if the responses differs from the individual identified in A);
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization’s acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to respond to ALL items as indicated above, will result in Offeror’s disqualification.

31. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor’s company:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
   a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
   b. violation of Federal or state antitrust statutes related to the submission of offers; or
   c. the 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;
3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
4. has, 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. Taxes are considered delinquent if 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. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
   b. 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.
   c. 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.

B. 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.

C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor’s disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor’s responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. 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 during the term of this Agreement. 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 State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to
the Government, the State Purchasing Agent or Central Purchasing Officer may terminate
the involved contract for cause. Still further the State Purchasing Agent or Central
Purchasing Officer may suspend or debar the Contractor from eligibility for future
solicitations until such time as the matter is resolved to the satisfaction of the State
Purchasing Agent or Central Purchasing Officer.

32. New Mexico Preferences

The New Mexico Preferences shall not apply to this procurement due to federal funds
being used to pay this expenditure.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror’s proposals must be clearly labeled and numbered and indexed as outlined in Section III.C.
Proposal Format. Proposals must be submitted in the manner outlined below, and sealed according
to the definition provided in Section I.F.31. Each ORIGINAL binder (Technical and Cost) shall be
clearly marked as “ORIGINAL” on the front of the binder. The additional HARD COPIES (if any)
must each be submitted in separate binders, and must be clearly identified as “COPY” on the front
cover.

Technical and Cost portions of Offerors proposal must be submitted in separate binders as indicated
below in this section, and must be prominently identified as “Technical Binder,” or “Cost Binder,”
on each 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 according to the information
provided in Section I.E. It is not necessary to segregate Technical Binders from Cost Binders, if
they are submitted within the same sealed envelope, package or box, as long as the Technical Binders
and Cost Binders are each submitted in separate binders.

Offerors must deliver:

a) Technical Proposals – One (1) ORIGINAL, one (1) HARD COPY, and one (1)
   ELECTRONIC copy of the proposal containing ONLY the Technical Proposal;
   ORIGINAL and all HARD COPIES of the Technical Proposal shall be in separate labeled
   binders. The electronic copy MUST be submitted as a USB/CD and CANNOT be
   emailed. The Technical Proposals SHALL NOT contain any cost information.
i. **Confidential Information:** If Offeror’s proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror must submit:
   * all of the requisite proposals identified in Section III.B.1.a above as unredacted (def. Section I.F.38) versions for evaluation purposes; AND
   * ONE (1) additional redacted (def. Section I.F.27) HARD COPY version and ONE (1) additional redacted electronic version for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions must be clearly marked as “REDACTED” or “CONFIDENTIAL” on the front cover of the hard-copy binder and on the first page of the electronic file.

b) **Cost Proposals** – One (1) ORIGINAL, one (1) HARD COPY, and one (1) ELECTRONIC copy of the proposal containing ONLY the Cost Proposal; ORIGINAL and all HARD COPIES of the Cost Proposal shall be in separate labeled binders from the Technical Proposals. The electronic copy MUST be submitted as a USB/CD and CANNOT 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 COPIES and ELECTRONIC copy information must be identical. In the event of a conflict between versions of the submitted proposal, the ORIGINAL shall govern.

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

**C. PROPOSAL FORMAT**

All proposals must be submitted as follows:

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

Organization of folders/envelopes for hard copy proposals and electronic copy proposals and proposals submitted via USB:

1. **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.

   **Technical Proposal** (Binder/USB 1):
A. Signed Letter of Transmittal
B. Table of Contents
C. Proposal Summary (Optional)
D. Response to Contract Terms and Conditions
E. Offeror’s Additional Terms and Conditions
F. Response to Specifications (except cost information which shall be included in Cost Proposal/Binder 2 only)
   1. Organizational Experience
   2. Organizational References
   3. Oral Presentation
   4. Mandatory Specification
   5. Desirable Specification
   6. Financial Stability - Financial information considered confidential should be placed in the Confidential Information Binder/USB.
   7. Performance Surety Bond
   8. Signed Campaign Contribution Form
   9. New Mexico Preferences (If applicable)
G. Other Supporting Material (If applicable)

Cost Proposal (Binder/USB 2):
1. Completed Cost Response Form

Within each section of the proposal, Offerors should address the items in the order indicated above. 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 occur only in Binder/Electronic #2 on the cost response form.

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.

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK
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**
   31 Gail Harris Street
   Roswell, NM  88023

   **Los Lunas Community Program**
   1000 Main Street, N.W.
   Los Lunas, NM 87031

   **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**
   5901 Zuni Rd, S.E.
   Albuquerque, NM 87108

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, 2022.

   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, 2022 – 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, 2022.

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.

g. 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, 2022. The final draft of the contract deliverables for the first year are to be completed no later than November 15, 2022.

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, 2022 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 8, 2022 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.

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 subcategory.

<table>
<thead>
<tr>
<th>Factor</th>
<th>Points Available</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>B Technical Specifications</strong></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><strong>C. Business Specifications</strong></td>
<td>10 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><strong>Total</strong></td>
<td><strong>100 Points</strong></td>
</tr>
</tbody>
</table>

Table 1: Evaluation Point Summary

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, 2022 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:

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

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 (not applicable)
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

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. B.7.

3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, 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 (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM
APPENDIX A

REQUEST FOR PROPOSAL

Audit Services
RFP #00-66500-22-DOH02012022

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than March 7, 2022. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

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

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

ORGANIZATION: _______________________________________________________________

CONTACT NAME: ______________________________________________________________

TITLE: ______________________________ PHONE NO.: ____________________________

E-MAIL: ______________________________

ADDRESS: _________________________________________________________________

CITY: __________________________ STATE: ________ ZIP CODE: _____________

Submit Acknowledgement of Receipt Form to:
To: Gabriel Aragon, Procurement Manager
   Department of Health
   1100 St. Francis Dr. N3212
   Santa Fe, NM  87505
   E-mail: Gabriel.Aragon2@state.nm.us

Subject Line:  Audit Services RFP #00-66500-22-DOH02012022
APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

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

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

The following definitions apply:

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

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

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

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

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: ______________________________________________________

Relation to Prospective Contractor: __________________________________________

Date Contribution(s) Made: _________________________________________________

Amount(s) of Contribution(s) ______________________________________________

Nature of Contribution(s) __________________________________________________
Purpose of Contribution(s)  __________________________________________  __________________________________________

(Attach extra pages if necessary)

________________________________________
Signature  Date

________________________________________
Title (position)

--OR--

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

________________________________________  __________________________
Signature  Date

________________________________________
Title (Position)
APPENDIX C
DRAFT CONTRACT

The Agreement included in this Appendix C represents the contract/price agreement the Agency intends to use to make an award/awards. The State of New Mexico and the Agency reserve the right to modify the Agreement prior to, or during, the award process, as necessary.
STATE OF NEW MEXICO
AUDIT CONTRACT
(State Agencies with GSD/CRB Approval)

Department of Health
hereinafter referred to as the "Agency," and

Name of Vendor
hereinafter referred to as the "Contractor," agree:

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

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

   A. The Contractor shall conduct a financial and compliance audit of the Agency for Fiscal Year 2021 in accordance with auditing standards generally accepted in the United States of America, Government Auditing Standards, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Audit Act, Sections 12-6-1 through 12-6-15, NMSA 1978, and the Audit Rule (Section 2.2.2.1 NMAC et seq.).

2. **DELIVERY AND REPRODUCTION**

   A. In order to meet the delivery terms of this Contract, the Contractor shall deliver the documents required by Section 2.2.2.9 NMAC to the State Auditor no later than sixty days after the Financial Control Division of the Department of Finance and Administration (FCD of DFA) provides the State Auditor with notice that the Agency's books and records are ready and available for audit, and in any event no later than the deadline set forth for the Agency in Section 2.2.2.9 NMAC.

   B. In accordance with FCD requirements, the Agency, with the help of the Contractor, shall identify a schedule of audit deliverables and agreed-to milestones for the audit to ensure that the Agency's books and records are ready and available for audit and the Contractor delivers services on time. The deadline of sixty days shall be based on the schedule of audit deliverables and agreed upon milestones; however, the deadline **shall not extend beyond the deadline set forth for the Agency in Section 2.2.2.9 NMAC**.

   C. Reports delivered electronically by 5:00 p.m. of the Agency's due date will be considered received by the due date for purposes of Section 2.2.2.9 NMAC. Unfinished or excessively deficient reports will not satisfy this requirement; such reports will be rejected and returned to the Contractor and the State Auditor may take action in accordance with Section 2.2.2.13 NMAC. If the State Auditor does not receive copies of the management representation letter, and the completed Report Review Guide with the audit report or prior to delivery of the audit report, the State Auditor will not consider the report submitted to the State Auditor.

   D. As soon as the Contractor becomes aware that circumstances exist that will make the Agency's audit report late, the Contractor shall immediately provide written notification of the situation to the State Auditor and extend the Agency's deadline.

   E. Pursuant to Section 2.2.2.10 NMAC, the Contractor shall prepare a written and dated engagement letter that identifies the specific responsibilities of the Contractor and the Agency.

   F. After its review of the audit report pursuant to Section 2.2.2.13 NMAC, the State Auditor shall authorize the Contractor to print and submit the final audit report. Within five business days after the date of the authorization to print and submit the final audit report, the Contractor shall provide the State Auditor an electronic version of the audit report, in PDF format, and the electronic copy of the Excel version of the Summary of Findings Form, and any other required electronic schedule (if applicable). After the State Auditor officially releases the audit report by issuance of a release letter, the Contractor shall deliver **18** copies of the audit report to the Agency. The Agency or IPA shall ensure that every member of the Agency's governing authority shall receive a copy of the report.

3. **COMPENSATION**

   40
A. The total amount payable by the Agency to the Contractor under this Contract shall not exceed $207,659.00 including applicable gross receipts tax.

B. Contractor agrees not to, and shall not, perform any services in furtherance of this Contract prior to approval by the State Auditor. Contractor acknowledges and agrees that it will not be entitled to payment or compensation for any services performed by Contractor pursuant to this Contract prior to approval by the State Auditor.

C. Total Compensation will consist of the following:

<table>
<thead>
<tr>
<th>SERVICES</th>
<th>AMOUNTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Financial statement audit</td>
<td></td>
</tr>
<tr>
<td>(2) Federal single audit</td>
<td></td>
</tr>
<tr>
<td>(3) Financial statement preparation</td>
<td></td>
</tr>
<tr>
<td>(4) Other nonaudit services, such as depreciation</td>
<td></td>
</tr>
<tr>
<td>(5) Other (i.e., foundations or other component</td>
<td></td>
</tr>
<tr>
<td>units, specifically identified)</td>
<td></td>
</tr>
</tbody>
</table>

Gross Receipts Tax = $xxx.00

Total Compensation = $xxx.00 including applicable gross receipts tax

D. The Agency shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this Contract and invoiced by the Contractor. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below.

E. The State Auditor may authorize progress payments to the Contractor by the Agency; pursuant to Section 2.2.2.8(M)(3) NMAC; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment. If requested by the State Auditor, the Agency shall provide a copy of the progress billings. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor.

4. TERM. THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE STATE AUDITOR AND THE NEW MEXICO GENERAL SERVICES DEPARTMENT/CONTRACTS REVIEW BUREAU. Unless terminated pursuant to Paragraphs 5 or 19, this Contract shall terminate one calendar year after the date on which it is signed by the General Services Department/Contracts Review Bureau.

5. TERMINATION, BREACH AND REMEDIES

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

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

C. Pursuant to Section 2.2.2.8 NMAC, the State Auditor may disqualify the Contractor from eligibility to contract for audit services with the State of New Mexico if the Contractor knowingly makes false statements, false assurances or false disclosures under this Contract. The State Auditor on behalf of the Agency or the Agency may bring a civil action for damages or any other relief against a Contractor for a material breach of this Contract.

D. THE REMEDIES HEREIN ARE NOT EXCLUSIVE, AND NOTHING IN THIS SECTION 5 WAIVES OTHER LEGAL RIGHTS AND REMEDIES OF THE PARTIES.

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

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

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

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

10. RELEASE
The Contractor, upon receiving final payment of the amounts due under the Contract, releases the State Auditor, the Agency, their respective officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Contract. This paragraph does not release the Contractor from any liabilities, claims or obligations whatsoever arising from or under this Contract.

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

12. PRODUCT OF SERVICES; COPYRIGHT AND REPORT USE
Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. The Agency and the State Auditor may post an audited financial statement on their respective websites once it is publicly released by the State Auditor. The Contractor agrees that the FCD of DFA is free to use the audited financial statements in the statewide Comprehensive Annual Financial Report and that the Contractor's audit report may be relied upon during the audit of the statewide Comprehensive Annual Financial Report, if applicable. However, DFA should not provide to any third party, other than the Comprehensive Annual Financial Report auditor, the draft audit report or its opinion letters or findings.

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

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

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

This Contract supersedes all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. Contractor and Agency shall enter into and execute an engagement letter pursuant to Section 2.2.2.10 NMAC, consistent with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAGAS). The engagement letter and any associated documentation included with or referenced in the engagement letter shall not be interpreted to amend this Contract. Conflicts between the engagement letter and this Contract are governed by this Contract, and shall be resolved accordingly.

17. **APPLICABLE LAW**

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

18. **AGENCY BOOKS AND RECORDS**

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

19. **APPROPRIATIONS**

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

20. **PENALTIES FOR VIOLATION OF LAW**

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

21. **EQUAL OPPORTUNITY COMPLIANCE**

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

22. **WORKING PAPERS**

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

B. The Contractor should follow the guidance of AU-C 210 A.27 to A.31 and AU-C 510 A.3 to A.11 in communications with the predecessor auditor and to obtain information from the predecessor auditor's audit documentation.

23. **DESIGNATED ON-SITE STAFF**

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

24. **INVALID TERM OR CONDITION**

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

25. **OTHER PROVISIONS**
## APPENDIX D

### COST RESPONSE FORM

Cost / Hours per Task

<table>
<thead>
<tr>
<th>Task Description</th>
<th>FY22</th>
<th>FY23</th>
<th>FY24</th>
<th>FY25</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. DOH Financial Statement Audit</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. DOH Federal Single Audit (To include audit of Preventive Health &amp; Health Services Block Grant)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. DOH Financial Statement Preparation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gross Receipts Tax</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Compensation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Offeror Name: 

Offeror Signature: 

Date:
APPENDIX E

LETTER OF TRANSMITTAL FORM
**APPENDIX E**

*Letter of Transmittal Form*

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)

**RFP#: 00-66500-22-DOH02012022**

1. Identify the following information for the submitting organization:

<table>
<thead>
<tr>
<th>Offeror Name</th>
<th>Mailing Address</th>
<th>Telephone</th>
<th>FED ID#</th>
<th>NM CRS#</th>
</tr>
</thead>
</table>

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

<table>
<thead>
<tr>
<th>A Contractually Obligate</th>
<th>B Negotiate*</th>
<th>C Clarify/Respond to Queries*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E-mail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. **Use of subcontractors** (Select one):
   - [ ] No subcontractors will be used in the performance of any resultant contract, OR
   - [x] The following subcontractors will be used in the performance of any resultant contract:

   (Attach extra sheets, as needed)

4. **Describe any relationship with any entity** (such as a State Agency, reseller, etc. that is not a subcontractors listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

   (Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

_____________________________  _______________________
Authorized Signature and Date (Must be signed by the individual identified in item #2.A, above.)
The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror’s experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror’s ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Gabriel Aragon at Gabriel.Aragon2@state.nm.us by March 8, 2022 by 5:00pm MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.
This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the State of New Mexico, Department of Health via e-mail at:

Name: Gabriel Aragon  
Address: 1190 South St. Francis Dr., Ste. N-3215  
Santa Fe, New Mexico, 87505  
Email: Gabriel.Aragon2@state.nm.us

Forms must be submitted no later than March 8, 2022 by 5:00pm, and must not be returned to the organization requesting the reference. References are strongly encouraged to provide comments in response to organizational ratings.

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Manager at Gabriel Aragon 505-827-2520 Gabriel.Aragon2@statel.nm.us. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

| Organization providing reference |  
| Contact name and title/position |  
| Contact telephone number(s) |  
| Contact e-mail address |  
| Project description |  
| Project dates (start and end dates) |  
| Technical environment for the project you are providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware); |  

48
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, N/A = Not applicable)
   COMMENTS:

5. How would you rate the dynamics/interaction between vendor personnel and your staff?
   ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
6. Who are/were the vendor’s principal representatives involved in your project and how would you rate them individually? Would you, please, 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/were you with the products developed by the vendor?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

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

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

   COMMENTS:

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

   COMMENTS: