

**ADMINISTRATIVE SERVICES DIVISION
OF THE
GENERAL SERVICES DEPARTMENT**

REQUEST FOR PROPOSALS (RFP)

GSD ANNUAL FINANCIAL AUDIT SERVICES



**RFP#
25-350-0050-01**

RFP Release Date: March 27, 2025

Proposal Due Date: April 27, 2025

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of an Independent Public Accountant (IP A) to perform and publish the annual audit of the State of New Mexico General Services Department (GSD) Administrative Services Division (ASD) financial Statements for the fiscal years ending June 30th. The term of all contracts awarded under this RFP shall not exceed four years, including all extension and renewals.

Qualified IPAs in good standing with the Office of the State Auditor (OSA) are requested to submit proposals. This audit shall be performed in accordance with applicable Generally Accepted Auditing Standards (GAAS), Generally Accepted Government Auditing Standards (GAGAS / Yellow Book), Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB) Statements, OMB-Circular A-133, and Requirements for Contracting and Conducting Audits of Agencies (2.2.2 NMAC).

B. BACKGROUND INFORMATION

GSD is a cabinet-level agency in the Executive Branch of the State of New Mexico 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 following:

Office of the Secretary: Ms. Anna Silva, Acting Cabinet Secretary

Administrative Services Division: Ms. Lakisha Holley, Director

Facilities Management Division: Ms. Anna Silva, Director and Acting Cabinet Secretary

Risk Management Division: Ms. Jeannette Chavez, Director

State Printing & Graphics Division: Mr. Robert Newlin, Director

State Purchasing Division: Ms. Dorothy Mendonca, Director

Transportation Services Division: Mr. James Chavez, Deputy Director

C. SCOPE OF PROCUREMENT

GSD requests a multi-year proposal to provide services, identified in this RFP, for State fiscal years ending **June 30, 2025, June 30, 2026, June 30, 2027, and June 30, 2028**. The term of each contract (four in total) shall be for one year. Each contract shall have 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 SPECIFICATIONS of this RFP. It is anticipated the initial contract shall become effective on or near May 16, 2025, upon approval by the Department of Finance and Administration by the Office of the State Auditor (OSA) and signature of the Contract Review Bureau (CRB). In no event

shall the State be able to contract with the successful offeror for more than four years for any and all contracts awarded through this RFP. The resulting contract will be a single award. This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

D. PROCUREMENT MANAGER

The General Services Department 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: Tami Concha, GSD Chief Procurement Officer

Phone: (505) 670-9555

Email: Tami.Conchal@gsd.nm.gov

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 Administrative Services Division (ASD).
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** 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. Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL DELIVERY

Only ELECTRONIC submissions of offerors' proposals will be accepted. Electronic proposals shall be sent via email to the Procurement Manager listed below. The subject line must clearly list the RFP by name and Procurement number.

Name: Tami Concha, GSD Chief Procurement Officer

Subject: RFP 25-350-0050-01, GSD Annual Financial Audit Services

Email: Tami.Conchal@gsd.nm.gov

RFP Name and Number MUST be included and be in the subject line of the emailed proposal submission by the submission due date and time listed in Sequence of Events.

Late submissions cannot be accepted under any circumstances.

F. 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. “**Award**” means the final execution of the contract document.
3. “**Business Hours**” means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. “**Close of Business**” means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.
5. “**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.
6. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
7. “**Contractor**” means any business having a contract with a State agency or local public body.
8. “**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.
9. “**Desirable**” – the terms ”may,” ”can,” ”should,” ”preferably,” or ”prefers” identify a desirable or discretionary item or factor.
10. “**Electronic Submission**” means a successful submittal of Offeror’s proposal by email to the Procurement Manager.
11. “**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.

12. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
13. “**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.
14. “**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.
15. “**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, as explained in Section II.B.8.
16. “**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.
17. “**IT**” means Information Technology.
18. “**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.
19. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
20. “**Multiple Source Award**” means an award of a contract for one or more items of tangible personal property, services or construction to more than one Offeror.
21. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
22. “**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.
23. “**Procurement Manager**” means any person or designee authorized by a State agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.
24. “**Procuring Agency**” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to procure items of tangible

personal property, services or construction from the agreement(s) awarded as a result of this RFP.

25. “**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.
26. “**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.
27. “**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
28. “**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.
29. “**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.
30. “**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.
31. “**Single Source Award**” means an award of contract for items of tangible personal property, services or construction to only one Offeror.
32. “**SPD**” means State Purchasing Division of the New Mexico State General Services Department. This includes the Contract Review Bureau (CRB).
33. “**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
34. “**State (the State)**” means the State of New Mexico.

35. “**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.
36. “**State Purchasing Agent**” means the Director of the Purchasing Division of the General Services Department.
37. “**Statement of Concurrence**” means an affirmative Statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the Stated requirement(s). This Statement shall be included in Offerors proposal, pursuant to Section III.C.1. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
38. “**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.
39. “**Written**” means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

G. 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 this document through your own internet connection. The library contains information listed below:

RFP, Questions & Answers, RFP Amendments, etc.

<https://www.generalservices.State.nm.us/admin-services/resources/>

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:

Action	Responsible Party	Due Dates
1. Issue RFP	Agency	03/27/2025
2. Acknowledgement of Receipt Form	Potential Offerors	04/07/2025
3. Deadline to submit Written Questions	Potential Offerors	04/21/2025
4. Response to Written Questions	Procurement Manager	04/24/2025
5. Submission of Proposal	Potential Offerors	04/27/2025 3:00PM MDT
6.* Proposal Evaluation	Evaluation Committee	04/28/2025 - 05/09/2025
7.* Selection of Finalists	Evaluation Committee	05/10/2025
8.* Finalize Contractual Agreements	Agency/Finalist Offerors	05/16/2025
9.* Contract Awards	Agency/ Finalist Offerors	05/19/2025
10.* Protest Deadline	Agency	06/03/2025

*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 General Services Department on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager, Tami Concha at Tami.Conchal@gsd.nm.gov to have their organization placed on the procurement Distribution List. The form must be returned to the Procurement Manager by 3:00PM on the date indicated in Section II.A, Sequence of Events. 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. **Deadline to Submit Written Questions**

Potential Offerors may submit written questions by email to the Procurement Manager as to the intent or clarity of this RFP 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.

4. **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).

The Questions and Answers will be posted to:

<https://www.generalservices.State.nm.us/admin-services/resources/>

5. **Submission of Proposal**

At this time, only **electronic** proposal submission will be accepted. **Do not** submit hard copies.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **NO LATE PROPOSAL CAN BE ACCEPTED.** The date and time of receipt will be recorded on each proposal. Reference Questionnaire is due on or before the date submissions are due.

The date and time will be recorded on each proposal, via the electronic submission. Proposals must be *emailed* to the Procurement Manager at the email address listed in Section I, Paragraph D. Proposals submitted by facsimile or any other means other than Email will **NOT BE ACCEPTED.**

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

6. **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.

7. Selection of Finalists

The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter.

8. 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.

9. 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.

10. Protest Deadline

Any protest by an Offeror must be submitted timely 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 grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be directed to:

Protest Manager: Alexis H. Johnson
E-mail Address: Alexis.Johnson@gsd.nm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance to be bound by the Conditions Governing the Procurement, Section II.C, and Evaluation, Section V, 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

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

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be 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 until such time that a contract has been fully executed.

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 Section III.B.1.a, 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 set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions despite 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 a 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 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.19. 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.4, 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://www.generalservices.State.nm.us/admin-services/resources/>

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 on 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 of 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 a Letter of Transmittal Form (APPENDIX E), which must be **signed** by the individual authorized to contractually obligate the company, identified in #2 below.

Provide the following information:

- a. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (BTIN, formerly CRS);
- b. 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 necessary if the responses differs from the individual identified in A*);
- c. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award.
- d. Identify any other entity/-ies (such as State Agency, reseller, etc., that is not a subcontractor identified in #3) that may be used in the performance of this awarded contract; and
- e. The individual identified in #2 above must sign and date the form, 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 organization's acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to submit a signed Letter of Transmittal Form (Appendix E) 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/Native American Resident Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), **Offeror must submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its proposal.** Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-State-veteran-preference-certification.aspx>.

In accordance with §13-1-21(H) NMSA 1978, an agency shall not award any combination of New Mexico/Native American Resident Preferences.

III. RESPONSE FORMAT AND ORGANIZATION

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

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

1. Electronic Submissions Only

Offerors shall submit one (1) electronic original version (referred to as Binder 1) and one (1) electronic REDACTED version (referred to as Binder 1 REDACTED) and one (1) electronic original of the cost proposal (referred to as Binder 2 Cost) to the email specified in Section I, Paragraph D of this document, on or before the closing date and time specified for electronic receipt of proposals.

DO NOT submit ANY cost in the Technical Binder.

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 electronic proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals.

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must 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.

The electronic proposal must be organized in two (2) “binders” (files) and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

***SUBMIT ONE EMAIL CONTAINING THE NECESSARY SUBMISSIONS FOR YOUR PROPOSAL (Original Technical Proposal, Redacted Technical Proposal if applicable, and Cost Proposal). DO NOT SEND IN SEPARATE EMAILS.**

Technical Proposal - Binder #1 (One electronic file)

PLEASE SUBMIT **ONE EMAIL** CONTAINING THE NECESSARY SUBMISSIONS FOR YOUR PROPOSAL (Original Proposal, Redacted Proposal if applicable, and Cost). PLEASE DO NOT SEND IN SEPARATE EMAILS.

Binder #1 (One electronic file)

1. Signed Letter of Transmittal
2. Signed Campaign Contribution form
3. Table of Contents
4. Proposal Summary (optional)
5. Response to Contract Terms and Conditions (Section II.C.15)
6. Offeror's Additional Terms and Conditions (Section II.C.16)
7. Response to Specifications
 - a. Organizational Experience
 - b. Organizational References
 - c. Mandatory Specifications
 - d. Desirable Specifications
 - e. Financial Stability (Financial information considered confidential, as defined in Section I.F and detailed in Section II.C.8.a. & II.C.8.b should be placed in the **Confidential Information** file (if applicable))
 - f. New Mexico Preferences (if applicable)
8. Other Supporting Material (if applicable)

Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.

Cost Proposal:

1. Completed Cost Response Form (APPENDIX D)

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

The proposal summary may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

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

A. DETAILED SCOPE OF WORK

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

1. Engagement Letter Provided by Client Listing (PBC) List – to be provided to the Department within ten days after the audit entrance conference.
2. Financial Statements Review– Draft review to be completed and submitted to the Department management for review 14 business days after the Department prepares trial balances for review.
3. Final Audit Report – to be submitted to the Office of the State Auditor on or before the deadline set by the State Audit Rule 2.2.2 NMAC – 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 Findings; and all other materials required by Federal or State audit oversight entities.
4. IPA to conduct Audit Progress Meetings, at least semi-monthly, with the Department’s financial and executive management staff.
5. 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 that meets the criteria established by DFA.
6. To provide other audit-related procedures, and information as requested 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.
7. IPA to present the audit report to the Department’s executive and financial staff, and the State Auditor’s Office, at the Exit Conference. The Department’s executive management may require an audit meeting(s) to review the annual audit report and any areas of interest or concern regarding the Department’s annual audit.
8. IPA to prepare the federally required “Data Collection Form” and provide it to the Chief Financial Officer, no later than 30 days after the release of the Audit Report by the State Auditor’s Office, for transmittal to the Federal Audit Clearinghouse.

The selected Vendor must demonstrate a broad knowledge and experience in GASB 87 accounting and related consulting services. The vendor must satisfy the following GASB 87 requirements as part of their contract and scope of work.

1. Coordinate with Agency to understand the completeness of the lease population.
2. Advise on proper mapping to general ledger accounts.
3. Assist in preparing test batches to be uploaded (referenced in Item #11) and in validating the calculation results and reports from the system (referenced in Item #11).
4. Assist with leases and contracts identified by the Agency for inclusion in the GASB 87 lease population, read each agreement and assist with documenting key attributes within each agreement to be input into the software.

5. Assist with uploading (referenced in Item #11) Agency management-approved attributes and testing accuracy of output for the full population of leases.
6. Advise on incremental borrowing rate.
7. Calculate lease asset and liability schedules (lease schedules) based on Agency management provided lease information.
8. Propose associated journal entries for Agency management review and approval in order for Agency management to record the related right to use assets liability and related amortization/depreciation expense and lease/interest expense.
9. Assist with drafting the required disclosures for Agency management's review and approval.
10. Pass through fees for licensed lease accounting software, if applicable.

The General Services Department is soliciting proposals for professional services to assist in the recording and accounting of GASB Statement No. 96 Subscription-Based Information Technology Agreements (GASB 96). In addition, we are requesting a time and materials quote for future GASB implementation or assisting the General Services Department with GASB's that have been previously implemented as needed for this year with the option for a total of four years.

The scope of the work will be to review all General Services Department subscription-based information technology agreements and determine their accounting under GASB 96. The General Services Department will compile an inventory of agreements. In addition, the General Services Department will identify existing agreements not currently being recognized or disclosed to ensure completeness, search SHARE accounts payable and the general ledger. In addition, other services as described, including but not limited to:

The selected Vendor must demonstrate a broad knowledge and experience in GASB 96 accounting and related consulting services. The vendor must satisfy the following GASB 96 requirements as part of their contract and scope of work.

1. Adheres to all accounting requirements under GASB 96, including the recognition and accounting for the deferred onflow of resources and the right-to-use asset subscription and related liability.
2. Allows for balances to tie from high level disclosures to detailed reports, individual agreements, and amortization schedules.
3. Provide the journal entries needed for existing agreements to the accounting standard, including the present value of the subscription to be reported.
4. Appropriately accounts for modifications by prospectively adjusting the right-to-use asset and corresponding liability.
5. Generates the journal entries related to modifications and other reassessment events that require remeasurements of the asset and liability.
6. Handles actions required under GASB 96 (i.e. modify, terminate, renew, and impair).
7. Tracks history and provides an audit trail for any changes.
8. Properly accounts for payments that are fixed versus variable.
9. Provides reports for account balance reconciliations.
10. Provides standard reports to address the disclosure requirements of GASB 96.
11. Provides continuing disclosure requirements.

12. Provides knowledge transfer to the General Services Department, including all documentation.
13. Prepares the details of the subscription agreements to be included in the notes to the financial statements, including a schedule of future payments, if applicable.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

- a. Provide a description of relevant corporate experience with State government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of governmental audits. All audits provided to private sector will also be considered.
- b. Indicate how many governmental audits have been completed in the last two years and what percentage of business revenue is derived from the governmental audit engagements.
- c. Describe at least two project successes and failures of a governmental audit engagement. Include how each experience improved the Offeror's services.

2. Organizational References

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, Organizational 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 submission of proposal due date as Stated in sequence of events 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 the 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

3. Mandatory Specification

a. **Independence (Pass/Fail)**

In a narrative format, the 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*.

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

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

Offerors must be licensed to practice public accounting in the State of 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 list of IPAs eligible to conduct State agency audits for the State of New Mexico. A Statement of concurrence is required.

c. **Firm Capability and Capacity**

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 assigned in this engagement on a full-time basis, and the number and nature of the staff to be assigned 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 governmental engagement.

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 shall also provide a copy of the profile submitted to the Office of the State Auditor, in accordance with 2.2.2 NMAC, a list of subcontractors, including qualification and area(s) of responsibility and a completed Campaign Contribution

Disclosure Form as required by NMSA 1978, § 13-1-191.1.

d. Partners, Supervisory and Staff Qualifications and Experience

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 individual person are 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 shall include the name of the principal member 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 percentage of time they will be assigned to the project.

e. General Audit Approach

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

f. Identification of Anticipated Potential Audit Issues

Offerors must identify and describe any anticipated potential audit issues, resolution approaches and any assistance that will be requested from the Agency in order to meet the audit submission deadline as specified in the State Audit Rule 2.2.2 NMAC and preclude the necessity for scope expansion and/or contract amendments.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

Offerors must submit copies of the most recent years independently audited financial Statements and the most current 10K, as well as financial Statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and Statements of income, retained earnings, cash flows, and the notes to the financial Statements. If independently audited financial Statements do not exist, Offeror must State the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

2. Letter of Transmittal Form

The Offeror’s proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form must be completed and must be signed by the person authorized to obligate the company. **Failure to submit a signed form will result in Offeror’s disqualification.**

3. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror’s proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). Failure to complete and return the signed unaltered form will result in Offeror’s disqualification.

4. Cost

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by the lowest cost proposal (from all proposals received) divided by the cost of the Offeror’s proposal submitted; the quotient derived from this calculation is then multiplied by 300 (maximum total points given) and produces the final point total. All charges listed on APPENDIX D must be justified and evidence of need documented in the proposal.

The total proposed cost for performing the audit must be itemized for each of the four (4) possible contract years, using the criteria below (APPENDIX D).

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 include a separate breakout of the following:

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

The formula that will be utilized for the calculation of points for this item will be: The lowest cost proposal (from all proposals received) divided by the cost of the Offeror’s proposal submitted; the quotient derived from this calculation is then multiplied by 300 (maximum total points given) and produces the final point total.

$$\begin{array}{r}
 \text{Lowest Proposal Cost} \\
 \hline
 \text{Offeror’s Total Cost}
 \end{array}
 \times 300 = \text{Awarded Points}$$

5. New Mexico Preferences

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

a. **New Mexico Resident Business Preference / Native American Resident Preference**

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

b. **New Mexico/Native American Resident Veteran Preference**

If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

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 sub-category.

Evaluation Factors <i>(Correspond to Sections IV.B and IV.C)</i>	Points Available
Technical Specifications (700 Total Points)	
B. 1. Organizational Experience	300
B. 2. Organizational References	150
B. 3. Mandatory Specifications	250
Business Specifications (300 Total Points)	
C.1. Financial Stability	Pass/Fail
C.2. Letter Of Transmittal	Pass/Fail
C.3. Campaign Contribution Disclosure Form	Pass/Fail
C.4. Cost	300
TOTAL POINTS AVAILABLE	1,000
C.5.A New Mexico / Native American Resident Preference	80
C.5.B New Mexico / Native American Resident Veteran Preference Points per Section IV C.5	100

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

B.1 Organizational Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror’s response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror’s experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror’s candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

B.2 Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for

each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

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 Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

B.3 Mandatory Specifications (Up to 250 Points)

a. Independence (Pass/Fail)

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

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

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

Offerors must be licensed to practice public accounting in State of 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 list of IPAs eligible to conduct State agency audits for the State of New Mexico. A Statement of concurrence is required.

c. Firm Capability and Capacity

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 assigned in this engagement on a full-time basis, and the number and nature of the staff to be assigned 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 governmental engagement.

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 shall also provide a copy of the profile submitted to the Office of the State Auditor, in accordance with 2.2.2 NMAC, a list of subcontractors, including qualification and area(s) of responsibility and a completed Campaign Contribution Disclosure Form as required by NMSA 1978, § 13-1-191.1.

d. Partners, Supervisory and Staff Qualifications and Experience

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 individual person are 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 shall include the name of the principal member 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 percentage of time they will be assigned to the project.

e. General Audit Approach

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

f. Identification of Anticipated Potential Audit Issues

Offerors must identify and describe any anticipated potential audit issues, resolution approaches and any assistance that will be requested from the Agency in order to meet the audit submission deadline as specified in the State Audit Rule 2.2.2 NMAC and preclude the necessity for scope expansion and/or contract amendments.

C.1 Financial Stability (See Table 1)

Pass/Fail only. No points assigned.

C.2 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

C.3 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

C.4 Cost (See Table 1)

The evaluation of each Offeror’s cost proposal will be conducted using the following formula: The total budget for all four years will be used to calculate the cost score.

$$\frac{\text{Lowest Responsive Offeror’s Cost}}{\text{Each Offeror’s Cost}} \times 300 \text{ Awarded Points}$$

C.5. New Mexico Preferences

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

a. New Mexico Resident Business Preference / Native American Resident Preference

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

b. New Mexico/Native American Resident Veteran Preference

If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

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 may 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.9). 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
REQUEST FOR PROPOSAL

25-350-0050-01

This optional Acknowledgement of Receipt Form establishes a distribution list to 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.

The information below will be used for all correspondence related to the Request for Proposal. Only one contact per Offeror is permitted.

ORGANIZATION:

CONTACT NAME:

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:
To: Tami Concha
E-mail: Tami.Concha1@gsd.nm.gov
Subject Line: GSD Annual Financial Audit Services 25-350-0050-01

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): Governor Michelle Lujan Grisham and Lt. Governor Howie Morales

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 sample contract will be subject to the approved Office of the State Auditor template issued by that office. Information regarding contracting may be found at the following links:

<https://www.saonm.org/contracting/procuring-contracts/>

Sample Audit Contract

The OSA contract template must be used for Executive Agency Annual Financial Audit Contracts.

This is a copy of the most recent GSD audit contract.



Audit example.pdf

APPENDIX D

COST RESPONSE FORM

Proposed Costs for Fiscal Year 2025	Total Hours	Total Cost
1. Total cost for Financial Statement Audit		
2. Total cost for Federal Single Audit		
3. Total cost for Financial Statement Preparation		
4. Total cost for GASB 87 Consulting Services		
5. Total cost for GASB 96 Consulting Services		
Subtotal		
Gross Receipts Tax		
Total Cost for Fiscal Year 2025		
Proposed Costs for Fiscal Year 2026	Total Hours	Total Cost
1. Total cost for Financial Statement Audit		
2. Total cost for Federal Single Audit		
3. Total cost for Financial Statement Preparation		
4. Total cost for GASB 87 Consulting Services		
5. Total cost for GASB 96 Consulting Services		
Subtotal		
Gross Receipts Tax		
Total Cost for Fiscal Year 2026		
Proposed Costs for Fiscal Year 2027	Total Hours	Total Cost
1. Total cost for Financial Statement Audit		
2. Total cost for Federal Single Audit		
3. Total cost for Financial Statement Preparation		
4. Total cost for GASB 87 Consulting Services		
5. Total cost for GASB 96 Consulting Services		
Subtotal		
Gross Receipts Tax		
Total Cost for Fiscal Year 2027		
Proposed Costs for Fiscal Year 2028	Total Hours	Total Cost
1. Total cost for Financial Statement Audit		
2. Total cost for Federal Single Audit		
3. Total cost for Financial Statement Preparation		
4. Total cost for GASB 87 Consulting Services		
5. Total cost for GASB 96 Consulting Services		
Subtotal		
Gross Receipts Tax		
Total Cost for Fiscal Year 2028		
Grand Total Fiscal Years 2025, 2026, 2027, and 2028		

APPENDIX E

LETTER OF TRANSMITTAL FORM

Please complete this form in its entirety. Failure to **sign and/or submit** this form will result in the disqualification of Offeror's proposal.

RFP# 25-350-0050-01

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

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:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* 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. Will any subcontractor/s be used in the performance of any resultant contract? (Select one):

No.
 Yes. Identify subcontractor/s: _____

4. Will any other entity/-ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract? (Select one)

No.
 Yes. Identify entity/-ies: _____

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.

Sign: _____ Date: _____
(*Must be signed by the individual identified in item #2. A, above.*)

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

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, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Tami Concha at Tami.Concha1@gsd.nm.gov by 3:00PM MDT/MST on the Proposal due date listed in Sequence of Events 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.

RFP # 25-350-0050-01
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. Submit this Questionnaire to the State of New Mexico, General Services Department via e-mail at:

Name: Tami Concha
Email: Tami.Conchal@gsd.nm.gov

Forms must be submitted no later than the proposal due date and time listed in the Sequence of Events **and must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings. The comments you provide will help the State evaluate the above-referenced Offeror's service history, successful execution of services and evidence of customer/client satisfaction.

For questions or concerns regarding this form, please contact the State of New Mexico **Procurement Manager** at 505-670-9555 and/or Tami.Conchal@gsd.nm.gov . 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 for which references are being provided. (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware).	

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)

COMMENTS:

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: