

ISSUED BY

The New Mexico Environment Department



REQUEST FOR PROPOSALS

FOR THE PROVISION OF:

AUDIT SERVICES FOR FY11

RFP No. 11-667-00-00004

**Administrative Services Division
State Of New Mexico
New Mexico Environment Department
1190 St. Francis Dr.
P. O. Box 5469
Santa Fe, New Mexico 87505
F. David Martin, Secretary**

ISSUE DATE: MARCH 2011

TABLE OF CONTENTS

Page No.

I.	INTRODUCTION	
A.	PURPOSE OF THIS REQUEST FOR PROPOSALS	4
B.	SUMMARY SCOPE OF WORK	5
C.	SCOPE OF PROCUREMENT	5
D.	PROCUREMENT MANAGER.....	6
E.	DEFINITION OF TERMINOLOGY	7
F.	BACKGROUND INFORMATION.....	9
G.	PROCUREMENT LIBRARY	10
II.	CONDITIONS GOVERNING THE PROCUREMENT	
A.	SEQUENCE OF EVENTS	11
B.	EXPLANATION OF EVENTS	12
	1. Issue of RFP	12
	2. Distribution List Response.....	12
	3. Deadline to Submit Additional Questions.....	12
	4. Response to Written Questions/RFP Amendments.....	12
	5. Submission of Proposal.....	13
	6. Proposal Evaluation.....	13
	7. Selection of Finalists.....	13
	8. Best and Final Offers from Finalists	13
	9. Oral Presentation by Finalists	14
	10. Finalize Contract	14
	11. Contract Award.....	14
	12. Protest Deadline	14
C.	GENERAL REQUIREMENTS	
	1. Acceptance of Conditions Governing the Procurement.....	15
	2. Incurring Cost.....	15
	3. Prime Contractor Responsibility.....	15
	4. Subcontractors.....	15
	5. Amended Proposals.....	15
	6. Offeror's Rights To Withdraw Proposal.....	15
	7. Proposal Offer Firm.....	16
	8. Disclosure of Proposal Contents.....	16
	9. No Obligation.....	16
	10. Termination.....	16
	11. Sufficient Appropriation.....	16
	12. Legal Review.....	17
	13. Governing Law.....	17
	14. Basis for Proposal.....	17
	15. Contract Terms and Conditions.....	17

16.	Offeror’s Terms and Conditions.....	17
17.	Contract Deviations.....	17
18.	Offeror Qualifications.....	18
19.	Right To Waive Minor Irregularities.....	18
20.	Change in Contractor Representatives.....	18
21.	Notice.....	18
22.	Invoicing.....	18
23.	Agency Rights.....	18
24.	Right To Publish.....	18
25.	Ownership of Proposals.....	19
26.	Electronic mail address required.....	19
27.	Use of Electronic Versions of this RFP.....	19
28.	Suspension and Debarment Requirement.....	19

III. RESPONSE FORMAT AND ORGANIZATION

A.	NUMBER OF RESPONSES	20
B.	NUMBER OF COPIES.....	20
C.	PROPOSAL FORMAT	20
	1. Proposal Organization	20
	2. Letter of Transmittal.....	21

IV. SPECIFICATIONS

A.	MANDATORY SPECIFICATIONS	
	1. Capability of IPA Firm	22
	2. IPA Work Requirements and Audit approach	22
	3. Technical Experience.....	22
	4. Cost.....	22

V. EVALUATION

A.	EVALUATION POINT TABLE/SUMMARY.....	23
B.	EVALUATION FACTORS.....	23
C.	EVALUATION PROCESS	24

APPENDICES:

A.	Acknowledgement of Receipt Form, Appendix A	26
B.	Campaign Contribution Disclosure Form, Appendix B.....	28
C.	State Auditor, Audit Contract, Appendix C.....	31
D.	State Auditor, Audit Contract Evaluation Form, Appendix D	32
E.	State Auditor, Cover Letter, IPA recommendation, Appendix E.....	33
F.	NM Pay Equity Initiative Implementation Guide, Appendix F	34

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The New Mexico Environment Department (*the Department*) requests proposals from qualified independent public accountants (IPA's) firms either singly or in partnership with other qualified individuals or firms to:

1. Assist in the preparation and audit of the Department's financial statements for the fiscal year ending June 30, 2011, in accordance with generally accepted auditing standards and rules issued by the New Mexico Office of the State Auditor specifically NMAC 2.2.2 Audit Rule 2009 [Requirements for Contracting and Conducting Audits of Agencies]
2. Perform a special Federal Single Audit of the Departments Clean Water State Revolving Fund (CWSRF-Fund 12100) and the Clean Water Administrative Fund (CWAFF-Fund 32700) for the fiscal year ending June 30, 2011 pursuant to the Office of Management and Budget Circular No. A-133 [Audits of States, Local Government, and Non-Profit Organizations] and the United States Environmental Protection Agency (EPA) requirements, which is the Department's federal cognizant agency for audit.
3. Perform a special Federal Single Audit of the Department's Rural Infrastructure Program (RIP) Fund 33700 for the fiscal year ending June 30, 2011 pursuant to the Office of Management and Budget Circular No. A-133 [Audits of States, Local Government, and Non-Profit Organizations] and the United States Environmental Protection Agency (EPA) requirements, which is the Department's federal cognizant agency for audit.
4. Provide a multi-year proposal to provide audit services, not to exceed a term of **three (3) years** including all extensions and renewals. The successful IPA will be awarded a multi-year contract with an initial one-year (FY11) contract, with the option to extend for two successive one-year terms (*FY12 & FY13*) at the same price, terms and conditions as stated on the original proposal.

Respondents are required to provide a brief summary of their audit approach and include a preliminary plan (i.e., a schedule) that outlines the list of items and deliverables for the proposal. The approach and preliminary plan should focus on the completion of the Department's FY11 audit on or before the December 15th deadline.

The Department reserves the option to renew the initial contract for two additional fiscal years pursuant to Section 13-1-150 NMSA 1978 and NMAC 2.2.2 Audit Rule 2009. Exercising the option to extend must be by mutual agreement of the parties to the contract and with the approval of the State Auditor. In the event that either of the parties to the contract elects not to extend, or the State Auditor disapproves the recommendation for renewal, the Department shall solicit competitive sealed proposals and contract for audit services in accordance with the Procurement Code (13-1-1 to 13-1-199 NMSA 1978); Department of Finance and Administration (DFA) Rule 2.40.2 NMAC, *Governing the Approval of Contracts for the Purchase of Professional Services* and NMAC 2.2.2. Audit Rule.

The State Audit Rule 2009 is posted at www.saonm.org; the DFA Rule is posted at <http://program.nmdfa.state.nm.us/content.asp?CustComKey=199453&CategoryKey=199454&pn=Page&DomName=program.nmdfa.state.nm.us>; and the Procurement Code is posted at <http://www.conwaygreene.com/nmsu/lpext.dll?f=templates&fn=main-h.htm&2.0>.

B. SUMMARY SCOPE OF WORK

The scope of work shall consist of preparing and auditing the Department's GAAP financial statements for the fiscal year ending June 30, 2011, as stated in the State of New Mexico Office of the State Auditor Audit Rule 2009 [NMAC 2.2.2] requirements.

C. SCOPE OF PROCUREMENT

The scope of work shall consist of the financial affairs of the Department be thoroughly examined and audited by independent auditors approved by the Office of the State Auditor.

1. Elements to be included:

- A Financial Statement Audit;
- B Federal Single Audit of funds 12100 and 32700;
- C Financial statement preparation; and
- D Other provisions defined in the Department's Clean Water State Revolving Loan Fund AND RIP Fund 33700 below.

2. An audit of the Department's Clean Water State Revolving Loan Fund (CWSRF) and Clean Water Administrative Fund (CWAFF) shall be performed in accordance with 40CFR 35.3165 and in accordance with generally accepted government auditing standards that are usually defined, but not limited to those contained in the United States General Accounting Office publication "Government Auditing Standards" as revised. The audit report must be submitted to the EPA Office of the Inspector General within 30 days of its completion. The financial affairs of the CWSRF and the CWAFF shall be thoroughly examined and audited as follows:

- A Conduct a financial audit of the funds' records maintained at the Department;
- B Review and recommend internal controls;
- C Review financial and compliance requirements of all CWSRF federal capitalization grants;
- D Conduct financial and compliance review of the CWSRF state funds;
- E All reviews shall be in compliance with 40CFR 35.3165 (d) (1), (2), (3) and (4) and any amendments per USEPA Federal Regulations;
- F With assistance from the Construction Programs Bureau financial staff, prepare the CWSRF and CWAFF year-end financial statements and include recommendations and financial formats adjustment requested by the USEPA Financial Manager;
- G Review CWSRF loan disbursements, principle repayments, interest, investment interest and construction interest accruals; and
- H Provide the Department with written recommendations for improvements necessary to comply with federal and state requirements and in compliance with generally accepted accounting principles.

- I Conduct a midpoint meeting, status reviews as requested and a final exit conference prior to report issuance.
 - J Provide a copy of the draft audit to the Department for review at least 2 weeks prior to the issuance of the final audit report, but no later than September 15, 2011.
3. An audit of the Department's Rural Infrastructure Program (RIP) Fund 33700 shall be performed in accordance with generally accepted government auditing standards that are usually defined, but not limited to those contained in the United States General Accounting Office publication "Government Auditing Standards" as revised. The financial affairs of the RIP shall be thoroughly examined and audited as follows:
- A Conduct a financial audit of the funds' records maintained at the Department;
 - B Review and recommend internal controls;
 - C With assistance from the Construction Programs Bureau financial staff, prepare the RIP year-end financial statements and include recommendations and financial formats adjustment requested by the CPB Financial Manager;
 - D Review RIP loan disbursements, principle repayments, interest, investment interest and construction interest accruals; and
 - E Provide the Department with written recommendations for improvements necessary to comply with state requirements and in compliance with generally accepted accounting principles.
 - F Conduct a midpoint meeting, status reviews as requested and a final exit conference prior to report issuance.
 - G Provide a copy of the draft audit to the Department for review at least 2 weeks prior to the issuance of the final audit report

The initial contract shall not become effective until approved by the Department of Finance and Administration and the State Auditor. The final audit report for the CWSRF and CWF AF funds shall be delivered to the Department and the State Auditor on or before September 30, 2011.

D. PROCUREMENT MANAGER

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

Randy Herrera, Procurement Manager
New Mexico Environment Department
Administrative Services Division, Purchasing & Contracts Bureau
1190 St. Francis Dr., Room S-4051
PO Box 5469
Santa Fe, NM 87505-5469
505-827-2615
randy.herrera@state.nm.us

All deliveries via express carrier (including proposal delivery) should be addressed as follows:

Randy Herrera, Procurement Manager
New Mexico Environment Department

Administrative Services Division, Purchasing & Contracts Bureau
1190 St. Francis Dr., Room S-4051
PO Box 5469
Santa Fe, NM 87505-5469
505-827-2615
randy.herrera@state.nm.us

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

E. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

"Agency" means the New Mexico Environment Department.

"CFO" means Chief Financial Officer of the New Mexico Environment Department.

"Close of Business" means 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

"Contract" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful offeror who enters into a binding contract.

"Department": For purposes of administering the RFP and associated proposals, "Department" means the New Mexico Environment Department.

"Determination" means the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

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

"DFA" means the Department of Finance and Administration for the State of New Mexico.

"Evaluation Committee" means a body appointed by the Agency management to perform the evaluation of offeror proposals.

"Evaluation Committee Report" means a document prepared by the Procurement Manager and the Evaluation Committee for submission to the State Purchasing Agent for contract award. It contains all written determinations resulting from the procurement.

"Finalist" is defined as 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.

"Mandatory" The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to "desirable"). Failure to meet a mandatory item or factor will result in the rejection of the offeror's proposal.

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

"Procurement Manager" means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

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

"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.

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

"Secretary": The Cabinet Secretary of the New Mexico Environment Department.

"State Purchasing Agent" or "SPA" means the purchasing agent for the State of New Mexico or a designated representative.

Abbreviations include the following:

(ASD) NMED - Administrative Services Division

(ASD-FSB) Administrative Services Division - Financial Services Bureau

(ASD-PB) Administrative Services Division - Purchasing Bureau

(DFA) New Mexico Department of Finance and Administration

(EPA) Environmental Protection Agency

(MST) Mountain Standard Time

(NMAC) New Mexico Administrative Code

(NMED) New Mexico Environment Department

(RFP) Request for Proposal

(SAONM) State Auditor of New Mexico

(CWSRF) Clean Water State Revolving Loan Fund

(CWAFF) Clean Water Administrative Fund

(GASB 34) Governmental Accounting Standards Board Statement No. 34

(GASB 49) Governmental Accounting Standards Board Statement No. 49

F. BACKGROUND INFORMATION

1. Mission Statement:

The New Mexico Environment Department's mission is to provide the highest quality of life throughout the state by promoting a safe, clean, and productive environment.

2. New Mexico Environment Department's goals and objectives:

- Providing clear articulation of our goals, standards, and expectations in a professional manner so that employees and the public can make informed decisions and be actively involved in setting priorities;
 - Promoting environmental awareness through the practice of open and direct communication and sound decision-making by carrying out the mandates and initiatives of the department in a fair and consistent manner.
4. The New Mexico Environment Department was established under the provisions set forth in the Department of the Environment Act by the 40th. Legislature, enacted July 1, 1991 (Laws of 1991, Chapter 25) NMSA 1978, Sections 9-7A-1 thru 14. The New Mexico Environment Department Secretary's Office is located in the Harold Runnels Building, 1190 St. Francis Drive, Santa Fe, NM.
5. GASB 34:
The Department implemented the provisions of Governmental Accounting Standards Board Statement No. 34 (GASB 34) effective July 1, 1999. As a part of GASB 34, there is a new reporting requirement regarding the local government's infrastructure (road, bridges, etc.). The Department does not own any infrastructure assets and therefore is unaffected by this requirement. Financial Statements issued for all fiscal years covered by this contract must be issued in compliance with GASB 34.

6. GASB 49:

The Department implemented the provisions of Governmental Accounting Standards Board Statement No. 49 (GASB 49) which became effective calendar year 2009. As a part of GASB 49, there is EPA reporting requirement regarding the local government's pollution remediation obligations provides guidance in estimating and reporting the potential costs of pollution remediation. The standard excludes pollution prevention or control obligations with respect to current operations, and future pollution remediation activities that are required upon retirement of an asset, such as landfill closure and post closure care. While GASB 49 does not require the Department to search for pollution, it does require the Department to reasonably estimate and report a remediation liability when any of the following obligating events has occurred:

- Pollution poses an imminent danger to the public and the Department is compelled to take action;
- The Department is found in violation of a pollution related permit or license;

- The Department is named, or has evidence that it will be named as a responsible party by a regulator;
- The Department is named, or has evidence that it will be named in a lawsuit to enforce a cleanup; or
- The Department commences or legally obligates itself to conduct remediation activities.

Financial Statements issued for all fiscal years covered by this contract must be issued in compliance with GASB 49.

7. Fund Structure:

The Agency maintains a general fund, fiduciary funds, special revenue funds, agency funds, enterprise funds and a capital projects fund.

8. Budgetary Basis of Accounting:

In accordance with the budget guidelines established for all state agencies by the Department of Finance and Administration, the Agency does prepare its budget on a basis consistent with generally accepted accounting principles. The Agency's budget is appropriated to its divisions and is administered through the use of expenditures and encumbrances.

G. PROCUREMENT LIBRARY

The Procurement Manager has established a Procurement Library. Offerors are encouraged to review the material contained in the Procurement Library by contacting the Procurement Manager or his designee and scheduling an appointment. Offerors are welcome to take notes in the Procurement Library or to bring a portable copy machine to the library.

The library contains information listed below:

- New Mexico Procurement Code: Chapter 13. Public Purchases and Property, NMSA 1978, § 13-1-1 to NM ST § 13-1-199
- Procurement Regulations, NMAC 1.4.1. A copy may be obtained from the following web site address: <http://www.generalservices.state.nm.us/spd>
- The Audit Act, NMSA 1978, Section 12-6-12
- NMAC 2.2.2.1 Requirements for Contracting and Conducting Audits of Agencies
- Office of the State Auditor's web site and can be accessed at www.saonm.org

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	Agency State Purchasing	3-21-11
2.	Distribution List Response	Potential Offerors	3-28-11
3.	Deadline to Submit Questions	Potential Offerors	3-31-11
4.	Response to Written Questions/RFP Amendments	Agency	4-4-11
5.	Submission of Proposal	Offeror	4-14-11
6.	Proposal Evaluation	Evaluation Committee	4-19-11
7.	Selection of Finalists	Evaluation Committee	4-19-11
8.	Oral Presentation by Finalists (if needed)	Offeror	4-21-11
9.	Best and Final Offers from Finalists (if needed)	Offeror	4-22-11
10.	Finalize Contract	Agency, Offeror	4-25-11
11.	Contract Award	State Auditor	6-1-11
12.	Protest Deadline	Offeror	6-22-11

B. EXPLANATION OF EVENTS

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

1. Issue of RFP

This RFP is being issued by the Agency and the State Purchasing Division of the General Services Department.

2. Distribution List Response Due

Potential offerors should hand deliver, return by facsimile, registered or certified mail or email a signed "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on March 28, 2011.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential offeror's organization name shall not appear on the distribution list.

3. Deadline to Submit Written Questions

Potential offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on March 31, 2011. All written questions must be submitted via e-mail to the Procurement Manager (See Section I, Paragraph D).

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on April 4, 2011 via email to all potential offerors whose organization name appears on the procurement distribution list. An Acknowledgement of Receipt Form will accompany the distribution package. The form should be signed by the offeror's representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the offeror's organization name shall be deleted from the procurement distribution list.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than two (2) days after the answers and/or amendments were issued.

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE **NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME ON APRIL 14, 2011.** ***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 D, which is as follows:

Randy Herrera, Procurement Manager
New Mexico Environment Department
Administrative Services Division, Purchasing & Contracts Bureau
1190 St. Francis Dr., Room S-4051
PO Box 5469
Santa Fe, NM 87505-5469

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the ***NEW MEXICO ENVIRONMENT DEPARTMENT, AUDIT SERVICES*** Request for Proposals. 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 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

The evaluation of proposals will be performed by an evaluation committee appointed by Agency management. This process will take place April 19, 2011. 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, but proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the offerors.

7. Selection of Finalists

Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations will be determined at this time.

8. Best and Final Offers From Finalists (if needed)

Finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by April 22, 2011. Best and final offers may be clarified and amended at the finalist offeror's oral presentation.

9. Oral Presentation by Finalists (if needed)

Finalist offerors may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time for each offeror presentation. All offeror presentations will be held at a location in Santa Fe, New Mexico to be determined. Each presentation will be limited to two (2) hours in duration.

10. Finalize Contract

The contract will be finalized and submitted to the Office of the State Auditor. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

11. Contract Award

After review of the Evaluation Committee Report, the recommendation of the Department and the signed contract, the Office of the State Auditor will award the contract. This date is subject to change at the discretion of the State Auditor.

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

12. Protest Deadline

Any protest by an offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive offerors shall begin on the day following the contract award and will end at of close of business on June 22, 2011. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the State Purchasing Agent. The protest must be delivered to the Protest Manager listed below:

Margaret Trujillo, Protest Manager
New Mexico Environment Department
Administrative Services Division, Purchasing & Contracts Bureau
1190 St. Francis Dr., Room S-4051
PO Box 5469
Santa Fe, NM 87505-5469
margaret.trujillo@state.nm.us

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

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

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors

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

5. Amended Proposals

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

6. Offerors' Rights to Withdraw Proposal

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

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

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after due date for the receipt of a best and final offer if one is solicited.

8. Disclosure of Proposal Contents

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

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

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

9. No Obligation

This procurement in no manner obligates the State of New Mexico or any of its agencies to the use of any proposed professional services until a valid written contract is awarded and approved by the 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 termination will be effected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

Only information supplied by the Agency in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of offeror proposals.

15. Contract Terms and Conditions

The contract between the Agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in Appendix C, "Contract Terms and Conditions". However, the Agency reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract.

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

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

All contracts for professional services are subject to the review and approval of DFA pursuant to 13-1-118 NMSA 1978 and DFA Rule 2 NMAC 40.2.

16. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

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

21. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.

22. Invoices

All invoices must be received by the CFO of the Department (no exceptions). All invoices shall be certified with original signature by the signatory authority of the Audit Firm.

23. Agency Rights

The Agency reserves the right to accept all or a portion of an offeror's proposal.

24. Right to Publish

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

25. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the Agency and the State of New Mexico.

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.

27. Use of Electronic Versions of this RFP

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

28. NM Employee Pay Equity Initiative

Effective July 1, 2010, businesses seeking new contracts with any Executive Branch state agency will be required to comply with the requirements of Executive Order 2009-049, to aid in identifying and combating pay inequity and job segregation in the State of New Mexico, as a condition of being awarded a contract. Offerors with less than 10 employees are exempt from the reporting requirements and must state this in the proposal unless 8 or more individuals are in the same job classification, Offeror must complete and submit Appendix F, PE10-249 Forms. See Implementation Guidance Appendix F, for statement of initiative. If Offeror has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification at any time during the term of the contract period, Offeror must complete and submit Appendix G, PE10-249 form to include: PE10-249 Reporting Form, PE10-249 Worksheet, PE10-249 Pivot Table, PE10-249 Data Entry Form with the proposal. If Offeror has (250) or more employees Offeror must complete and submit Appendix H, PE250 form with the proposal. The forms are attached to this RFP as Appendix F, all successful Offerors will be required to agree to paragraph 22 of the Professional Services Agreement, attached to this RFP as Appendix C. It is suggested that Offerors read paragraph 22 of the Professional Services Agreement prior to submitting a proposal. Offeror must agree to levy the requirement to submit the PE10-249 forms or PE250 form on any subcontractor(s) performing more than 10% of the dollar value of this contract if the subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Please see http://www.generalservices.state.nm.us/spd/pay_e.html for more information.

III. RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of the Offeror's response. Failure to conform to these specifications may result in the disqualification of the proposal.

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original proposal and six (6) identical copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

The proposal shall be limited to fifteen (15) pages in length, including figures. Documentation regarding required attachments, references, project staff and corporate experience, and all cost forms are exempt from this page limitation requirement.

All proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, maps, etc.) and placed within a binder with tabs delineating each section. The appropriate supporting forms provided to the offeror in the Attachments to this RFP must be completed. Completeness, clarity and brevity should be emphasized.

1. Proposal Organization

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

- a) Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary
- d) Response to Mandatory Specifications
- e) Campaign Contribution Form
- f) Completed Cost Response Form
- g) Response to Agency Terms and Conditions
- h) Offeror's Additional Terms and Conditions
- i) Other Supporting Material

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

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

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

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

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

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

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

A. Mandatory Specifications

Award of the contract shall be made to the IPA whose proposal is most advantageous to the Department. Award will be based on the evaluation criteria listed below as set forth by the State Auditor's Office. Please note, that regardless of the overall score, a serious deficiency in any one criterion may be grounds for rejection.

1. Capability of the IPA Firm, to include:
 - a. whether the IPA has the resources to perform the type and size of the audit required;
 - b. the results of the IPA's most recent external quality control review (peer review); and
 - c. the organization and completeness of the IPA's proposal or bid for audit services.
2. IPA work requirements and audit approach, to include:
 - a. the IPA's knowledge of the agency's need and the product to be delivered;
 - b. whether the IPA's proposal or bid contains a sound technical plan and realistic estimate of time to complete the audit;
 - c. plans for using agency staff.
 - d. if the proposal or bid is for a multi-year contract, the IPA's approach for planning and conducting the work efforts of subsequent years.
3. Technical Experience of the IPA, to include:
 - a. the governmental audit experience of the IPA and the specialization in the agency's type of government (e.g., state agencies, schools, hospitals, counties, cities, etc.), including component units (housing authorities, charter schools, foundations);
 - b. the IPA's audit experience and specialization in GASB 49 – Accounting and Financial Reporting for Pollution Remediation Obligations. List actual experience related to this GASB statement; and
 - c. the IPA's attendance at continuing professional education seminars or meetings on auditing, accounting and regulations directly related to state and local government audits and the agency.
4. Cost:

Offerors must propose one firm fixed cost for staff personal proposed to provide services under this contract. The total expenditures must include all associated costs and overhead costs for contractor personnel. New Mexico gross receipts taxes are excluded from the proposed maximum cost and shall be shown separately on the invoice.

V. EVALUATION

A. Evaluation Point Summary

The following is a summary of evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of Offeror proposals.

<u>FACTOR</u>	<u>POINTS AVAILABLE</u>
1. Capability of IPA Firm	30
2. IPA Work Requirements and Audit approach	40
3. Technical Experience of IPA	20
4. Cost	10
<div style="display: flex; justify-content: space-between;"> TOTAL 100 MAX </div>	

B. Evaluation Factors

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

1. Capability of IPA Firm (30 points)

The corporate experience of the offeror will be evaluated based upon documented experience on similar projects and engagements.

2. IPA Work Requirements and Audit approach (40 points)

Points to be awarded for the offerors knowledge of audit objectives, agency needs, and product to be delivered.

3. Technical Experience of IPA (20 points)

Points for corporate references will be awarded Governmental audit experience. Points for staff experience and individual references.

4. Cost (10 points)

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

$$\text{Lowest Cost Proposal } \$ \underline{\hspace{2cm}} / \text{Subtotal this proposal } \$ \underline{\hspace{2cm}} = \underline{\hspace{2cm}} \times 10 = \text{Points Awarded } \underline{\hspace{2cm}}$$

C. Evaluation Process

The evaluation process will follow the steps listed below:

1. All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the offeror for clarification of the response as specified in Section II, Paragraph B.6.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible offerors with the highest scores will be selected as finalist offerors based upon the proposals submitted. Finalist offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will be added to the previously assigned points to attain final scores. The responsible offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section V, will be recommended for contract award as specified in Section II, Paragraph 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

REQUESTS FOR PROPOSALS

New Mexico Environment Department Audit Services FY11

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on **March 28, 2011**. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the Agency's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

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

Randy Herrera, Procurement Manager
New Mexico Environment Department
Administrative Services Division, Purchasing & Contracts Bureau
1190 St. Francis Dr., Room S-4051
PO Box 5469
Santa Fe, NM 87505-5469
505-827-2615
randy.herrera@state.nm.us

APPENDIX B
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT HE/SHE/IT, HIS/HER/ITS FAMILY MEMBER, OR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Title (Position)

Date

—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

Title (Position)

Date

APPENDIX C
CONTRACT TERMS AND CONDITONS
STATE AUDITORS CONTRACT

Contract No. _____

**STATE OF NEW MEXICO
AUDIT CONTRACT**

This CONTRACT is made and entered into this _____ day of _____, 2011, by and between the

_____ hereinafter referred to as the "Agency", and

_____ hereinafter referred to as the "Contractor", and is effective as of the date upon which it is approved by the State Auditor and the New Mexico Department of Finance and Administration.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

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

A. The Contractor shall conduct a financial and compliance audit of the following applicable statements and schedules of the Agency for the period from **July 1, 2010 through June 30, 2011**:

(1) Basic Financial Statements consisting of the government-wide financial statements, fund financial statements, budgetary comparison statements for the general fund and major special revenue funds (GASB 34, footnote 53), and the notes to the financial statements;

(2) Required supplemental information (RSI), if applicable, consisting of budgetary comparison schedules for the general fund and major special revenue fund data presented on a fund, organization, or program structure basis because the budgetary information is not available on the GAAP fund structure basis for those funds (*GASB Statement No. 41, Budgetary Comparison Schedules—Perspective Differences an amendment of GASB Statement No. 34*) must be audited and included in the auditor's opinion (AAG-SLV 14.53);

(3) Supplemental Information (SI) that must be audited and included in the auditor's opinion (AAG-SLV 14.53), if applicable, consisting of:

(a) Component unit fund financial statements and related combining statements (if there are no separately issued financial statements on the component unit per AAG-SLV 3.20);

(b) Combining financial statements;

(c) Individual fund budget comparison statements for remaining funds that have an adopted budget, including proprietary funds, that did not appear as basic financial statement budget comparisons for the general fund, major special revenue funds or as RSI as described above; and

(d) Remaining supplemental information schedules as required by Section 2.2.2.10(A)(2)(f) NMAC.

B. The contractor shall apply certain limited procedures to the following required supplemental information (RSI), if applicable, and report deficiencies in or the omission of required information in accordance with the requirements of SAS AU 558.06 through .08:

(1) The Management Discussion and Analysis (MD&A);

(2) RSI data required by Statements 25, 27, 43 and 45 regarding pension plans and post-employment healthcare plans administered by defined benefit pension plans; and

(3) Schedules derived from asset management systems (GASB 34, paragraphs 132 to 133).

C. The audit shall be conducted in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, OMB Circular A-133, and *Requirements for Contracting and Conducting Governmental Audits* (2.2.2 NMAC).

2. DELIVERY AND REPRODUCTION

A. In order to meet the delivery terms of this Contract, the Contractor shall deliver the following documents to the Office of the State Auditor, hereinafter referred to as "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 accordance with Section 2.2.2.9 NMAC:

(1) an organized, bound and paginated hard copy of the Agency's audit report for review;

(2) a copy of the dated and signed engagement letter required by Section 2.2.2.8(L) NMAC if not previously submitted;

(3) a copy of the signed management representation letter required by SAS 85;

(4) a list of the passed adjustments required by SAS 89; and

(5) a copy of the completed State Auditor Report Review Guide available at www.osanm.org.

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 December 15, 2011**. This requirement does not prevent the Contractor from performing interim audit work prior to receipt of the DFA notice of agency preparedness.

C. Reports postmarked by the Agency's due date will be considered received by the due date for purposes of 2.2.2 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 Subsection C of 2.2.2.13 NMAC. If copies of the engagement letter, management representation letter, list of past adjustments and the completed Report Review Guide are not received by the State Auditor with the audit report or prior to submittal of the audit report, the report will not be considered 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. The notification shall include an explanation regarding why the audit report will be late, when the IPA expects to submit the report and a concurring signature by the Agency. The Agency's oversight agency should also be notified, but confidential audit information shall be omitted from that notification.

E. Pursuant to Section 2.2.2.8(L) NMAC, the Contractor shall prepare a written and dated engagement letter which identifies the specific responsibilities of the Contractor and the Agency. The Contractor shall submit to the State Auditor a copy of the signed and dated engagement letter and a list of client prepared documents with expected delivery dates within ten (10) days of the entrance conference.

F. After its review of the audit report pursuant to 2.2.2.13 NMAC, the State Auditor will authorize the Contractor to print and submit the final audit report. Within two business days from the date of the authorization to print and submit the final audit report, the Contractor shall provide the State Auditor with **THREE** copies of the report and an electronic version of the audit report, in PDF format. After the State Auditor officially releases the audit report by issuance of a release letter, the Contractor shall deliver _____ copies of the audit report to the Agency. Every member of the Agency's governing authority shall receive a copy of the report.

G. The Agency, upon delivery of its audit report, shall submit the required copies of the data collection form, audit report and corrective action plan to the federal clearinghouse designated by the Office of Management and Budget and each federal awarding agency if the schedule of findings and questioned costs disclose audit findings directly related to federal awards.

3. **COMPENSATION**

A. The total amount payable by the Agency to the Contractor under this agreement, including New Mexico gross receipts tax, shall not exceed _____.

B. Total Compensation will consist of the following:

SERVICES	AMOUNTS
(1) Financial statement audit	
(2) Federal single audit	
(3) Financial statement preparation	
(4) Other nonaudit services, such as depreciation schedule updates	
(5) Other (i.e., foundations or other component units, specifically identified)	

Gross Receipts Tax = _____

Total Compensation = _____

C. The Agency shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this agreement and invoiced by the Contractor.

D. Pursuant to Section 12-6-14 NMSA 1978 and the corresponding rule, Section 2.2.2.8(I), the State Auditor may authorize progress payments to the Contractor by the Agency; 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. Progress payments up to 69% do not require State Auditor approval, provided that the Agency certifies receipt of services. The Agency must monitor audit progress and make progress payments only up to the percentage that the audit is completed prior to making the 69% payment. Progress payments from 70% to 90% require State Auditor approval after being approved by the Agency. If requested by the State Auditor, the Agency shall provide a copy of the approved progress billings. The State Auditor may allow only the first 50% of progress payments to be made without State Auditor approval if the Contractor's previous audits were submitted after the due date. 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

A. THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE STATE AUDITOR AND THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION. Unless terminated pursuant to Paragraphs 5 or 19, infra, this Contract

shall terminate one calendar year after the date on which it is signed by the State Auditor and the Department of Finance and Administration.

B. If awarded based on a multi-year proposal, this Contract may be extended by the parties for two successive one-year terms at the same price, terms and conditions as stated in the original proposal. Each annual extension of the contract shall be executed by mutual agreement of the parties and approval of the State Auditor and the Department of Finance and Administration pursuant to Section 2.2.2.8(B)(4) NMAC.

5. TERMINATION, BREACH AND REMEDIES

A. This Contract may be terminated, without cause, by either of the parties upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. This Contract may be terminated immediately by either of the parties upon written notice delivered to the other party if a material breach of any of the terms of this Contract occurs. Unjustified failure to deliver the audit report in accordance with Paragraph 2, supra, shall constitute a material breach of this Contract. The Agency may immediately terminate this Contract upon written notice to the Contractor pursuant to Paragraph 19, infra. Pursuant to Section 2.2.2.8(N), the State Auditor also may immediately terminate this Contract upon written notice to the Contractor after determining that the audit has been unduly delayed, or for any other reason. By termination pursuant to this Paragraph, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS CONTRACT.

B. If the Agency terminates this Contract under this paragraph, 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 as provided in Paragraph 3(D), supra. If the Contractor terminates this Contract under this paragraph, the Contractor shall repay to the Agency the full amount of any progress payments for work performed under the terms of this Contract.

C. If the Agency or the Contractor terminates this Contract pursuant to this paragraph, the party that terminates the Contract shall immediately send the State Auditor and the Department of Finance and Administration written notice of the termination.

D. 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.

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(G) NMAC, the Contractor may subcontract only with independent public accountants who have submitted completed and approved firm profiles as provided in Section 2.2.2.8(A) NMAC.

9. RECORDS AND AUDIT

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 five (5) years from 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, its 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 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 the audited financial statements on their respective websites. The Contractor agrees that the FCD of DFA is free to use the audited financial statements in the statewide Comprehensive Annual Financial Report (CAFR) and that the Contractor's audit report may be relied upon during the audit of the statewide CAFR, if applicable.

13. CONFLICT OF INTEREST

The Contractor 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. The Contractor certifies that the requirements of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

14. INDEPENDENCE

The Contractor affirms and represents its personal, external and organizational independence from the Agency in accordance with the *Government Auditing Standards 2003 Revision*, issued by the Comptroller General of the United States, and 2.2.2.8(H) 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 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. **The engagement letter or any documentation included with the engagement letter shall not be interpreted to amend the contract.**

16. MERGER

This Contract incorporates 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.

17. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Contract. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of 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 of New Mexico for the performance of this Contract. If sufficient appropriations and authorization are not made by the Legislature, this Contract shall terminate upon written notice being given by the Agency to the Contractor. 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 its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

21. EQUAL OPPORTUNITY COMPLIANCE

The Contractor agrees to 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 agrees to take appropriate steps to correct these deficiencies.

22. WORKING PAPERS

A. The Contractor shall retain the working papers of the Agency's audit conducted pursuant to this Contract for a period of five (5) years from 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 State Auditor.

B. The working papers of a predecessor Contractor are to be made available to a successor Contractor. Any costs incurred are to be borne by the requestor Contractor.

23. DESIGNATED ON-SITE STAFF

The Contractor's on-site individual auditor responsible for supervision of work and completion of the audit is _____. 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. EMPLOYEE PAY EQUITY REPORTING

A. The Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If the Contractor has (250) or more employees the Contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that are extended beyond one (1) calendar year, the Contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should the Contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, the Contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. The Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. The Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently

grows such that they meet or exceed the size requirement for reporting, the Contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. The Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. The Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

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

26. **OTHER PROVISIONS**

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

AGENCY

CONTRACTOR

NAME: _____
BY: _____
TITLE: _____
DATE: _____

NAME: _____
BY: _____
TITLE: _____
DATE: _____

This Contract has been approved by:

This Contract has been approved by:

STATE AUDITOR

DEPT. OF FINANCE & ADMINISTRATION

BY: _____
TITLE: **DEPUTY STATE AUDITOR**
DATE: _____

BY: _____
CONTRACTS REVIEW BUREAU
DATE: _____

This Contract has been approved by:

STATE AGENCY

BY: _____
GENERAL COUNSEL

DATE: _____

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID No. _____
By: _____
Date: _____

STATE AUDITOR CONTRACT NO. **11 -**

APPENDIX D
STATE AUDITORS CONTRACT
AUDIT CONTRACT PROPOSAL EVALUATION FORM

NEW MEXICO STATE AUDITOR'S OFFICE
Audit Contract Proposal Evaluation Form
Part I

Name of Agency _____ Phone # _____

Agency Contact _____

Audit Firm _____

Requirement: Pursuant to 2.2.2.8(B) NMAC, please include a separate page or pages explaining the evaluation process the agency used to select the IPA and the agency's rationale for choosing the selected IPA.

Audit Services

Please check appropriate box:

Small Purchase

(Audit services costing no more than \$50,000 excluding gross receipts tax should be considered small purchases.)

(Please list information, if more than three bids were obtained, please attach separate page)

	Name of Audit Firm	Amount of proposal
1.	_____	_____
2.	_____	_____
3.	_____	_____

(If three bids were not obtained, please enter a detailed explanation below)

Explanation: _____

Sealed Proposal

(Audit services costing over \$50,000 excluding gross receipts tax, the agency shall seek competitive sealed proposals.)

(Please list information, if more than three bids were obtained, please attach separate page)

	Name of Audit Firm	Amount of proposal
1.	_____	_____
2.	_____	_____
3.	_____	_____

(If three bids were not obtained, please enter a detailed explanation below)

Explanation: _____

Work Requirements & On-Site Audit Manager

Please list the estimated start and end date for the IPA to complete the audit

Start Date: _____ End Date: _____

Please list the name of the on-site manager: _____

(Note: The name of the On-Site- Manager must match the name listed in the Audit Contract. If there is a change, the Office of the State Auditor must be notified.)

NEW MEXICO STATE AUDITOR'S OFFICE
Audit Contract Proposal Evaluation Form
Part II

Name of Agency _____	Phone # _____
Agency Contact _____	
Audit Firm _____	

BREAKDOWN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	1st Year Hours FYE ____	1st Year Cost FYE ____	2nd Year Hours FYE ____
			2nd Year Cost FYE ____
			3rd Year Hours FYE ____
			3rd Year Cost FYE ____
Financial Statement Audit	_____	_____	_____
Federal Single Audit	_____	_____	_____
Financial Statement Preparation	_____	_____	_____
Other allowed nonaudit services	_____	_____	_____
Other (housing authorities, or other component units)	_____	_____	_____
SUB TOTAL	_____	_____	_____
Gross Receipts Tax		_____	_____
TOTAL COMPENSATION		_____	_____

If you have any questions regarding this IPA recommendation please contact _____ at phone number _____ at the agency office.

Respectfully,

Agency Representative

Enc: Evaluation for the Recommended IPA

[2.2.2 NMAC Appendix A – Rp 2.2.2 NMAC Appendix A, 4-15-08]

APPENDIX E
STATE AUDITORS CONTRACT
IPA RECOMMENDATION FORM

IPA Recommendation Form for Audits

(Please print on your agency's letterhead)

- ❖ **Complete the audit contract (including obtaining the IPA's signature) and submit it to the Office of the State Auditor with this form by the deadline indicated at 2.2.2.8(B)(6)(c).**

I.

Agency Contact Information Requirement

Name of Agency: _____
Address of Agency: _____
Phone # of Agency: _____ FAX# of Agency _____
City: _____ (State: NM) Zip: _____ - _____ Web Site Address: _____

Agency Head Contact Information

Name of Agency Head: _____ Title of Agency Head: _____
E-mail address of Agency Head: _____

Agency Contact Information

Name of Agency Contact: _____ Title of Agency Contact: _____
Phone # of Agency Contact: _____ FAX# of Agency Contact _____
E-mail address of Agency Contact: _____

Notice: Please fill out e-mail address of contact person. All fully executed contracts will be sent via e-mail.

II.

Recommended Independent Public Accountant (IPA) Information

Name of IPA Firm: _____
Phone # _____ Fax: _____ E-mail Address: _____

Name of the IPA Firm's on-site manager: _____
(Note: The name of the On-Site Manager must match the name listed in the Audit Contract. If there is a change, the Office of the State Auditor must be notified in writing)

III.

For which Fiscal Year (FY) is this recommendation being made: _____
Estimated Audit Start Date _____ Estimated Completion Date _____

IV.

Please check the box below that applies to your agency (a Single Audit should have been included in the procurement if the agency expended \$500,000 or more of federal funds. American Recovery and Reinvestment Act (ARRA) expenditures should be included in this determination):

- My agency procured an annual financial and compliance audit without a Single Audit.
- My agency procured an annual financial and compliance audit with a Single Audit.

V.

Please check the appropriate box below:

- This is a multi-year award and this request applies to the _____ year of a 3 year Proposal.
- This is a one year procurement award for only the fiscal year indicated in Section III.

VI.

Rotation Requirement: (Per Section 2.2.2.8(C)(b) NMAC)

How many years has your agency contracted with the IPA recommended above for annual compliance audit services consecutively without a minimum of a 2 year break? _____. If this is considered a small purchase (no more than \$50,000 excluding gross receipts tax (GRT)); in any of those consecutive years has the cost of the audit engagement been over \$50,000 (excluding GRT)? Yes No

VII.

BREAKDOWN	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
	1 st Year Hours FYE _____	1 st Year Cost	2 nd Year Hours FYE _____	2 nd Year Cost	3 rd Year Hours FYE _____	3 rd Year Cost
AGENCY CONTRACTS						
Financial Statement Audit	_____	_____	_____	_____	_____	_____
Federal Single Audit	_____	_____	_____	_____	_____	_____
Financial Statement Preparation	_____	_____	_____	_____	_____	_____
Other allowed nonaudit Services	_____	_____	_____	_____	_____	_____
Other (housing authorities, or other component units)	_____	_____	_____	_____	_____	_____
SUB TOTAL	_____	_____	_____	_____	_____	_____
Gross Receipts Tax		_____		_____		_____
TOTAL COMPENSATION		_____		_____		_____

APPENDIX F

**New Mexico
Pay Equity Initiative**

**Executive Order Number 2009-049
December 18, 2009**

IMPLEMENTATION GUIDANCE

I. SCOPE

This guidance applies to all solicitations issued or contracts awarded by an Executive Branch agency of the State of New Mexico on or after July 1, 2010.

II. DEFINITIONS

The following definitions apply to the language contained in the Executive Order and this Implementation Guidance.

“Contractor” (also “State Contractor”) means an employer contracting with any Executive Branch agency of the State of New Mexico, which employer has ten (10) or more employees of record (full or part time) OR which employer has eight (8) or more employees of record (full or part time) in the same job classification.

“Job Classification” means an arrangement of tasks in an establishment or industry into a limited series of jobs or occupations, rated in terms of skill, responsibility, experience, training, and similar considerations, usually for wage setting purposes. This term, or job class, refers to a single cluster of jobs of approximately equal “worth.”

“Job Title” means a specific designation of a position within an organization, normally associated with a job description that details the tasks and responsibilities that go with it.

“New Mexico Employee” (also “Employee”) means a person working within the State of New Mexico at a New Mexico facility, regardless where the employee legally resides, and regardless of the origin of compensation checks.

“Pay Band” means the range of pay rates, from minimum to maximum.

“PE10-249 form” means the reporting form to be used by contractors that meet or exceed the minimum size thresholds for reporting but have less than 250 New Mexico employees.

“PE250 form” means the reporting form to be used by contractors that have 250 or more New Mexico employees.

“Solicitation” means an Invitation to Bid or a Request for Proposals.

“Solicited” means sought through the use of an Invitation to Bid or a Request for Proposals.

“State Contract” (also “Contract”) means any agreement for the procurement of items of tangible personal property, services (including professional services) or construction. For purposes of this Executive Order guidance, “state contract” includes any contract resulting from an Invitation to Bid, Request for Proposals or a Price Agreement – regardless how that Price Agreement was developed. It also includes any Purchase Order, or combination of Purchase Orders, exceeding \$20,000 (or combination of professional services agreements which exceed \$50,000) in any calendar year.

III. OCTOBER 1, 2010 AND BEYOND SOLICITATION REQUIREMENTS

All solicitations made available to the public through any means on or after October 1, 2010 must contain the following language:

“If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249 or PE250, depending on their size at the time) with their bid or proposal for evaluation purposes.

“For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.

“Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

“Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.”

IV. OCTOBER 1, 2010 AND BEYOND CONTRACT REQUIREMENTS

All contracts awarded resulting from a solicitation issued on or after October 1, 2010,

or

in the form of a price agreement awarded on or after October 1, 2010, resulting from an allowable method other than a solicitation

or

in the form of a Purchase Order, or combination of Purchase Orders, issued on or after October 1, 2010, exceeding \$20,000 or (combination of professional services agreements which exceed \$50,000) in any calendar year,

must contain the following language:

“Employee Pay Equity Reporting

“Contractor agrees if it has ten (10) or more employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the required reporting form (PE10-249 or PE250, depending on their size at the time) either within thirty (30) calendar days of contract award (if the contract did not result from a solicitation) or on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration (if the contract did result from a solicitation).

“For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the required form-annually within thirty (30) calendar days of the annual contract anniversary date of the initial submittal date and, if more than 180 calendar days has elapsed since submittal of the last report, at the completion of the contract.

“Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

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

“Contractor shall not be required to report more frequently than annually unless more than 180 calendar days has elapsed since submittal of the last report and the contract has reached completion. The requirement for reporting at contract completion shall not apply in the case of a one-time fulfillment of a purchase order.”

V. SUBMITTAL OF REPORTS

Until further notice, vendors shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined. The mailing address is: PO Box 6850, Santa Fe, NM, 87502-6850.

VI. AUDIT

All information provided in PE10-249 and PE250 forms or after October 1, 2010 (unless submitted in conjunction with a solicitation issued prior to October 1, 2010) is subject to audit by the State of New Mexico. Information provided prior to that date shall be considered for informational purposes only and not subject to audit.

VII. EXCEPTIONS

Contractors with fewer than ten (10) employees are exempt, unless they have at least eight (8) employees in the same job classification.

Contractors receiving a contract resulting from an emergency procurement are exempt, unless they hold other contracts that would already subject them to the requirement.

Out-of-state contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.

VIII. EFFECTIVE DATE

This Implementation Guidance shall be effective June 7, 2010.

Pay Equity Report PE10-249 Worksheet

Company name: _____
Mailing address line 1: _____
Mailing address line 2: _____
City, state, zip code: _____
Phone: _____
E-mail address: _____
FEIN number: _____
EAN number: _____
SHARE vendor number: _____
Reporting calendar year: _____

Job Category	No. Females	Female Grand Total Comp.	Female Grand Total Hours	Female Avg	No. Males	Male Grand Total Comp.	Male Grand Total Hours	Male Avg	Gap (Absolute \$)	Gap (Absolute %)
1 - Officers and Managers	0	0	0	N/A	0	0	0	N/A	N/A	N/A
2 - Professionals	0	0	0	N/A	0	0	0	N/A	N/A	N/A
3 - Technicians	0	0	0	N/A	0	0	0	N/A	N/A	N/A
4 - Sales Workers	0	0	0	N/A	0	0	0	N/A	N/A	N/A
5 - Office and Admin. Support	0	0	0	N/A	0	0	0	N/A	N/A	N/A
6 - Craft Workers (Skilled)	0	0	0	N/A	0	0	0	N/A	N/A	N/A
7 - Operatives (Semi-Skilled)	0	0	0	N/A	0	0	0	N/A	N/A	N/A
8 - Laborers (Unskilled)	0	0	0	N/A	0	0	0	N/A	N/A	N/A
9 - Service Workers	0	0	0	N/A	0	0	0	N/A	N/A	N/A

Total # Job Categories With No Employees	9
Total # Female Only Job Categories	0
Total # Male Only Job Categories	0
Total # Females (all categories)	0
Total # Full Time Females	
Total # Part Time Females	
Total # Males (all categories)	0
Total # Full Time Males	
Total # Part Time Males	
Total # Employees	0
% of Total for Females	N/A
% of Total for Males	N/A

Pay Equity Report PE10-249 Pivot Table			Data		
Job Category Number	Gender (m or f)	Full/Part (ft or pt)	Number of Employees	Sum of Total Annual Compensation (\$)	Sum of Total Annual Hours
1	f	ft pt			
	f Total				
	m	ft pt			
	m Total				
1 Total					
2	f	ft pt			
	f Total				
	m	ft pt			
	m Total				
2 Total					
3	f	ft pt			
	f Total				
	m	ft pt			
	m Total				
3 Total					
4	f	ft pt			
	f Total				
	m	ft pt			
	m Total				
4 Total					
5	f	ft pt			
	f Total				
	m	ft pt			
	m Total				
5 Total					
6	f	ft pt			
	f Total				
	m	ft pt			
	m Total				
6 Total					

7	f	ft	
	f Total		
	m	ft	
	m Total		
7 Total			
8	f	ft	
	f Total		
	m	ft	
	m Total		
8 Total			
9	f	ft	
	f Total		
	m	ft	
	m Total		
9 Total			
Grand Total:			

Pay Equity Report PE10-249 Data Entry Form

Company Name:	
Mailing address line 1:	
Mailing address line 2:	
City, state, zip code:	
Phone:	
E-mail address:	
FEIN number:	
EAN number:	
SHARE vendor number:	
Reporting calendar year:	

Emp. ID (Name or Number)	Job Category Number	Gender (m or f)	Full/Part (ft or pt)	Total Annual Compensation (\$)	Total Annual Hours
	1	m	ft	-	-
	2	m	ft	-	-
	3	m	ft	-	-
	4	m	ft	-	-
	5	m	ft	-	-
	6	m	ft	-	-
	7	m	ft	-	-
	8	m	ft	-	-
	9	m	ft	-	-
	1	m	pt	-	-
	2	m	pt	-	-

	3	m	pt	-	-
	4	m	pt	-	-
	5	m	pt	-	-
	6	m	pt	-	-
	7	m	pt	-	-
	8	m	pt	-	-
	9	m	pt	-	-
	1	f	ft	-	-
	2	f	ft	-	-
	3	f	ft	-	-
	4	f	ft	-	-
	5	f	ft	-	-
	6	f	ft	-	-
	7	f	ft	-	-
	8	f	ft	-	-
	9	f	ft	-	-

CON'T

Emp. ID (Name or Number)	Job Category Number	Gender (m or f)	Full/Part (ft or pt)	Total Annual Compensation (\$)	Total Annual Hours
	1	f	pt	-	-
	2	f	pt	-	-
	3	f	pt	-	-
	4	f	pt	-	-
	5	f	pt	-	-
	6	f	pt	-	-
	7	f	pt	-	-
	8	f	pt	-	-
	9	f	pt	-	-

- Job Category numbers to use:**
- 1 Office & Managers
 - 2 Professionals
 - 3 Technicians
 - 4 Sales Workers
 - 5 Office & Admin Support
 - 6 Craft Workers (Skilled)
 - 7 Operatives (Semi-skilled)
 - 8 Laborers (unskilled)
 - 9 Services Workers

New Mexico Pay Equity Initiative

Executive Order Number 2009-049
December 18, 2009

Form PE250: 250 or More Employees

The Reporting Template below is for information only at this time. The State of New Mexico will provide a spreadsheet template with formulas to be used for automatic calculation of gender pay gaps by December 1, 2010, and for automatic generation of required reports, including the pay band breakdowns in the form below. Appropriate instructions and explanations will be included. The Percentage Pay Gap should reflect the difference between the average pay for all men in the category compared to the average pay for all women in the category. *This will be a positive number. Specify to 2 decimal places. Eg. 12.38% **Optional prior to December 15, 2010.

Job Category	# of Employees Total	# of Men / % of Men	# of Women / % of Women	Percentage Pay Gap Between Salaries of Men and Women
Officials and Managers	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #1**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #2**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #3**	_____	___/___ %	___/___ %	___/___ %*
Professionals	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #1**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #2**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #3**	_____	___/___ %	___/___ %	___/___ %*
Technicians	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #1**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #2**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #3**	_____	___/___ %	___/___ %	___/___ %*
Sales Workers	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #1**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #2**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #3**	_____	___/___ %	___/___ %	___/___ %*
Office & Admin Support	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #1**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #2**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #3**	_____	___/___ %	___/___ %	___/___ %*
Craft Workers (Skilled)	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #1**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #2**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #3**	_____	___/___ %	___/___ %	___/___ %*
Operatives (Semi-skilled)	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #1**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #2**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #3**	_____	___/___ %	___/___ %	___/___ %*
Laborers (Unskilled)	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #1**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #2**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #3**	_____	___/___ %	___/___ %	___/___ %*
Service Workers	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #1**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #2**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #3**	_____	___/___ %	___/___ %	___/___ %*
Average of All Employees	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #1**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #2**	_____	___/___ %	___/___ %	___/___ %*
Sub-Band #3**	_____	___/___ %	___/___ %	___/___ %*