

**REQUEST FOR BID**  
**FOR**  
**FINANCIAL AUDITING SERVICES**



**DEADLINE FOR RESPONSE:**

**May 17, 2021**  
**11:00 AM**

**FINANCIAL AND COMPLIANCE AUDIT SERVICES**

**FISCAL YEAR ENDING JUNE 30, 2021**

**PREPARED BY:**

Richard DeLoia, Chief Procurement Officer  
Middle Rio Grande Conservancy District  
P.O. Box 581  
Albuquerque, New Mexico 87103  
(505) 247-0234 ext. 1331

**NOTICE**

**THE NEW MEXICO 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 ILLEGAL BRIBES,  
GRATUITIES AND KICK-BACKS**

## **SECTION I INTRODUCTION**

### **PURPOSE OF THIS REQUEST FOR BID**

The Middle Rio Grande Conservancy District (MRGCD) requests sealed bids for an Independent Public Accountant (IPA) Firm interested in conducting a financial and compliance audit of MRGCD, for Fiscal Years ending June 30, 2021 and 2022. Only firms that are qualified and in good standing with the Office of the NM State Auditor are requested to submit bids. To meet the requirements of this RFB, the audit shall be performed in accordance with the prevailing auditing standards generally accepted in the United States of America, the prevailing standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards, and the prevailing Single Audit requirements of the U.S. Office of Management and Budget (OMB) 2 CFR Part 200 Subpart F, and the provisions of 2.2.2 NMAC Requirements for Contracting and Conducting Audits of Agencies (New Mexico State Auditor Rule).

### **SUMMARY SCOPE OF WORK**

The initial scope of work shall consist of auditing MRGCD's financial affairs each year by an independent auditor approved by the NM State Auditor.

Audits shall include:

- Financial Statement Audit
- Financial Statement Preparation
- Federal Single Audit, if applicable
- Other non-audit services
- Other

### **GENERAL INFORMATION**

#### **TIME - PLACE - AWARD**

All Bids must be prepared in the manner prescribed in these specifications.

Bids shall be clearly marked "Financial and Compliance Audit Services" on the lower left-hand corner. The filing date and time marked or stamped on the envelope by MRGCD shall be conclusive evidence of the date and time the Bid was filed.

Bids may be mailed, but to be considered must be received by 11:00 A.M. Monday May 17, 2021 at the MRGCD office.

## **DEFINITION OF TERMINOLOGY**

This paragraph contains definitions that are used throughout this RFB, including appropriate abbreviations.

“Agreement” shall mean a duly executed and legally binding contract.

“Bidder” is any person, corporation, or partnership who chooses to submit a bid.

“Close of Business” shall mean 4:30 p.m. local standard time.

“Confidential” means confidential financial information concerning bidder’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-

“Contractor” shall mean successful Bidder.

“Desirable” means the terms “may”, “can”, “should”, “preferably”, or “prefers” identifies a desirable or a discretionary item or factor for the MRGCD to determine.

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

“Evaluation Committee” means a body recommended by the MRGCD Chief Executive Officer and approved by the Chairman of the Board. The Evaluation Committee “May” consist of MRGCD Directors, employees and other agency representatives, and/or outside experts in this field as required. The objective of the Evaluation Committee is to evaluate, score, rank the bids and recommend the Bidder whose bid is most responsive and in compliance with the specifications and requirements of the RFB.

“Hourly Rate” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if applicable. (All Per Diem and Travel will be in compliance with the New Mexico Department of Finance and Administration DFA Rule)

“Mandatory” means the terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the bid, without exception.

“MRGCD” shall refer to the Middle Rio Grande Conservancy District.

“Notice of Award” shall mean a formal written notice by the Procurement Manager.

“Owner” is synonymous with the MRGCD.

“Procurement Manager” means the person or designee authorized by the MRGCD to manage or administer procurements requiring the evaluation of competitive sealed bids.

“Purchase Order” means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing Agreement.

“Request for Bid” (RFB) means all documents, including those attached or incorporated by reference, used for soliciting bids.

“Responsible Bidder” means a Bidder who submits a responsive bid and who has furnished, when required, information and data to prove that his, or its 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 bid.

“Responsive Bid” means a bid, which conforms in all material respects to the requirements set forth in the request for bid, including all mandatory requirements. Material respects of a request for bid include, but are not limited to, price, quality, quantity or delivery requirements.

“Statement of Concurrence” means an affirmative statement from the Bidder to the required specification agreeing to comply and concur with the stated requirements(s). This statement shall be included in Bid (e.g. “We concur”, Understands and Complies”, “Comply”, “will Comply if Applicable”, etc.)

**SECTION II**  
**SCHEDULE OF EVENTS**

**This section of the RFB outlines and describes the major events of the Selection Process and specifies general requirements.**

A. SEQUENCE OF EVENTS

<u><b>ACTION</b></u>	<u><b>RESPONSIBILITY</b></u>	<u><b>DATE</b></u>
Issue of Bid	MRGCD	April 28, 2021
Deadline for Acknowledgement of Receipt Form	Bidder	May 7, 2021
Submission of Bid	Bidder	May 17, 2021 11:00 a.m.
Bid Evaluation	MRGCD	May 17 – May 21, 2021
Recommendation/Approval	MRGCD	May 21, 2021
Notice of Award	MRGCD	May 21, 2021
Protest	Bidders	June 4, 2021
Board Approval	MRGCD	June 14, 2021

B. EXPLANATION OF EVENTS

1. **Issue of Bid**

This RFB is issued by the MRGCD Purchasing Department in accordance with the provisions of Sections 13-1-103 through 13-1-117 NMSA 1978. The MRGCD Purchasing Department is the only organization who is authorized to make copies and/or distribute this RFB in any format. A distribution list of those who receive the RFB will be maintained throughout the procurement process and will become part of the procurement file. Receipt of a Bid from firms not included on the distribution list may result in immediate disqualification.

2. **Acknowledgement of Receipt Form**

“Acknowledgement of Receipt Form” - Potential Bidders must return by facsimile or acknowledge by e-mail, the “Acknowledgement of Receipt Form” that accompanies this document (See Appendix 7). The form should be signed by an authorized representative of the organization, dated, and returned by close of business on **May 7, 2021**.

3. **Submission of Bid**

All Bids must be received for review and evaluation, no later than **11:00 a.m. Local Time Monday May 17, 2021** addressed to the MRGCD P.O. Box 581, Albuquerque, New Mexico 87103. The MRGCD will date and time stamp the sealed envelope upon receipt. It is the responsibility of the Bidder to ensure that bids are received at the address listed above prior to the deadline. **Bids received after this deadline will not be accepted.** Bids must be sealed and labeled on the outside of the package to clearly indicate response to the **FINANCIAL AND COMPLIANCE AUDIT SERVICES** Bids submitted by facsimile or any other electronic method will not be accepted.

A public log will be kept of the names of all Bidder organizations, which submitted bids.

4. **Bid Evaluation**

The Evaluating Committee will evaluate all bids May 17- May 21, 2021. The Procurement Manager may contact Bidders who submit responsive or potentially responsive bids for the purpose of clarifying aspects of the bid.

5. **Notice of Award**

The MRGCD reserves the right to award the coverage in whole or as stand-alone products. The Procurement Officer will notify all Bidders in writing of the final award on **May 21, 2021.**

6. **Protest Deadline**

Any protest by a bidder 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 bidders shall begin on the day following the contract award and will end as of 4:30 p.m. Local Time on June 4, 2021. Protests must be formal and must contain the name and address of the protestant, the name of this solicitation, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted. Protests must be sent to: Middle Rio Grande Conservancy District

Mr. Richard DeLoia, Chief Procurement Officer

1931 Second Street, S.W.

Albuquerque, New Mexico 87102

505 247-0234

[richard@mrgcd.com](mailto:richard@mrgcd.com)

7. **Board Approval**

Recommendation will be submitted to the MRGCD Board who will take action for approval of Contractor for Financial Auditing Services on **Monday, June 14, 2021.** This recommendation shall be for the lowest responsible bidder whose bid is most advantageous to the MRGCD, taking into consideration the evaluation factors set forth in the RFB. The contract will not be officially approved until final approval is issued and certified by the NM State Auditor.

## SECTION III

### RESPONSE FORMAT AND ORGANIZATION:

This section describes the format and organization of the Bidders response. Failure to conform to these guidelines may result in the disqualification of the bid.

A. Number of Responses

Bidders shall submit only one bid.

B. Number of Copies

Bidders shall deliver one (1) original and three (3) identical copies of their bid.

C. Bid Format

Letter of Transmittal

Include at-least the following information:

1. Name, address and telephone number of bidder;
2. Name and telephone number of primary contact;
3. Signature of the bidder or of an officer or employee who certifies that he/she has the authority to bind bidder;
4. Date of the bid;
5. A statement that bidder, if awarded the contract, will comply with all terms and conditions set forth in this RFB;
6. A statement that bidder's bid is valid for sixty (60) days after the deadline for submission of bids.

D. Mandatory Forms:

Campaign Contribution Disclosure Form Appendix 1; Debarment and Suspension Form, Appendix 2; NM Employees Health Coverage Appendix 4; NM Employee Pay Equity Appendix 5; Conflict of Interest Affidavit Appendix 6, and Acknowledgement of Receipt Form, Appendix 7

E. Non-Mandatory Forms

Resident Business/Resident Veterans Preference Appendix 3 (*Only If applicable*)

## **SECTION IV SCOPE OF WORK**

The Contract shall be a multiple year contract not to exceed a term of two (2) years. The term of the contract shall be one-year with option to extend for an additional one-year term. Exercising the option to extend must be a mutual agreement of both parties and with the approval of the NM State Auditor.

Contractor shall:

1. Provide complete detail describing the process for transitioning, including but not limited to the amount of hours, also identify who will be the transitioning staff, etc.
2. Conduct a financial and compliance audit of the District's financial statements, budgetary comparison statement for the general fund, required supplemental information, notes to the financial statements, and perform limited procedures required by SAS AU 558.07 to the District's Management Discussion and Analysis for the fiscal year ending June 30, 2021.
3. Prepare the basic financial statement for the Middle Rio Grande Conservancy District consisting of government-wide financial statements, fund financial statements, and budgetary comparison statements and schedules as required including but not limited to GASB Statements 34, 45, 68, 71 and 75. The financial statements are to be prepared from the books and records maintained by the Middle Rio Grande Conservancy District. The District will review and accept full responsibility for the financial statements prepared by the Contractor.
4. To meet the requirements of this RFB, the audit shall be performed in accordance with the prevailing auditing standards generally accepted in the United States of America, the prevailing standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards, and the prevailing Single Audit requirements of the U.S. Office of Management and Budget (OMB) 2 CFR Part 200 Subpart F, and the provisions of 2.2.2 NMAC Requirements for Contracting and Conducting Audits of Agencies (New Mexico State Auditor Rule).

Auditors shall communicate with the District's CFO regarding the following:

- a) The Auditors' responsibility under generally accepted auditing standards.
- b) Significant accounting policies.
- c) Significant audit adjustments.
- d) Major issues discussed with management prior to retention.
- e) Difficulties encountered in performing the audit.
- f) Management judgements and accounting estimates.

The selected audit firm shall be prepared to commence preliminary audit work as soon as the contract is approved by the State Auditor. The auditor shall complete its audit work in order to ensure delivery of the Districts Financial Report by December 7, 2021. Upon final approval of the audit by the State Auditor, Contractor will be required to provide twenty (20) copies of the approved audit report, and make a formal presentation to the MRGCD Board of Directors at a date and time that will be specified.



**SECTION V  
MRGCD EVALUATION CRITERIA**

All Bids must be in writing. Bids will be scored independently. Aggregate totals will be obtained by adding the score of each evaluating factor as listed below:

NAME OF AGENCY \_\_\_\_\_

AGENCY CONTACT \_\_\_\_\_

AUDIT FIRM NAME \_\_\_\_\_ DATE COMPLETED \_\_\_\_\_

<b>EVALUATION CRITERIA</b>			
<b>SECTION I CAPABILITY OF FIRM</b>			
		<b>MAXIMUM POINTS</b>	<b>POINTS AWARDED</b>
A.	The firm has the resources to perform the type and size of audit required	0-5	
	# of firm team members _____ Total of audit hours available _____	0-5	
	Number of hours expected for auditor transition period _____	0-5	
B.	External Quality Control Review (Peer Review)	0-5	
	1. Peer review results: Most recent copy of the external quality control review report including letter of comments.		
C.	Organization and completeness of bid for Financial Audit Services	0-5	
<b>SECTION I SUB-TOTAL</b>		<b>25</b>	
<b>SECTION II WORK REQUIREMENTS &amp; AUDIT APPROACH</b>			
		<b>MAXIMUM POINTS</b>	<b>POINTS AWARDED</b>
A.	Auditor knowledge of agency needs and product to be delivered	0-7	
B.	Detail of sound technical plan and realistic estimate of time to complete the audit. Start Date: _____ End Date: _____	0-7	
C.	Plans for using agency staff	0-3	
D.	IPA approach for planning and conducting the work efforts of subsequent years	0-3	
<b>SECTION II SUB-TOTAL</b>		<b>20</b>	

<b>SECTION III TECHNICAL EXPERIENCE</b>			
		<b>MAXIMUM POINTS</b>	<b>POINTS AWARDED</b>
A.	Governmental audit experience of On-site Manager		
	Name of On-Site Manager: _____	0-15	
B.	Team Audit Experience:		
	1. Specialization in Special Districts & Knowledge of MRGCD	0-15	
	2. GASB 34 Knowledge & Experience	0-5	
	3. GASB 45 Knowledge & Experience	0-5	
	3. GASB 68 & 71 Knowledge and Experience	0-5	
C.	Attendance of continuing professional seminars or meetings on auditing, accounting and regulations directly related to state and local government audits and the MRGCD.	0-5	
<b>SECTION III SUB-TOTAL</b>		<b>50</b>	
<b>SECTION IV</b>		<b>MAXIMUM POINTS</b>	<b>POINTS AWARDED</b>
A.	Firm Strengths or Weaknesses (Specify)	0-5	
<b>SECTION IV SUB-TOTAL</b>		<b>5</b>	
		<b>MAXIMUM POINTS</b>	<b>TOTAL POINTS AWARDED</b>
<b>TOTAL SCORE SECTIONS I – IV</b>		<b>100</b>	

**EVALUATED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**EVALUATED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**EVALUATED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SECTION VI  
AUDIT BID FORM**

\_\_\_\_\_ CERTIFIES THAT OUR BID ADDRESSES ALL CRITERIA REQUIRED IN THE REQUEST FOR BID AND THE SCOPE OF WORK IS UNDERSTOOD AS PRESENTED.

<b>BID FORMAT</b>	<b>1<sup>ST</sup> Year Hours F/Y 6/30/21</b>	<b>1<sup>ST</sup> Year Cost F/Y 6/30/21</b>	<b>2<sup>ND</sup> Year Hours F/Y 6/30/22</b>	<b>2<sup>ND</sup> Year Cost F/Y 6/30/22</b>
<b>A. Financial Statement Audit</b>		\$		\$
<b>B. Financial Statement Preparation</b>		\$		\$
<b>C. Other non-audit services</b>		\$		\$
<b>D. Federal Single Audit</b>		\$		\$
<b>E. Other (Specifically Identify) GASB 34, 45; 68, 71, &amp; 75</b>		\$		\$
<b>Sub Total</b>				
<b>Gross Receipts Tax</b>				
<b>TOTAL COMPENSATION</b>		\$		\$

**FIRM:** \_\_\_\_\_

**OWNER/REPRESENTATIVE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## ***APPENDIX 1***

### ***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 bid or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

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

**“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 bids and ending with the award of the contract or the cancellation of the request for bids.

**“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 bid process set forth in the Procurement Code or is not required to submit a competitive sealed bid 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.

**“Name(s) of Applicable MRGCD Public Official(s)”**

(Karen Dunning, Joaquin Baca, Barbara Baca, John Kelly, Stephanie Russo-Baca, Valerie Moore, Michael T. Sandoval)

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable MRGCD Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**APPENDIX 2**  
**SUSPENSION AND DEBARMENT REQUIREMENT**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT  
AND OTHER RESPONSIBILITY MATTERS**

The entering of a contract between Middle Rio Grande Conservancy District (MRGCD) and the successful Bidder pursuant to this procurement process is a “covered transaction,” as defined by 45 C.F.R. Part 76. MRGCD’s contract with the successor Bidder shall contain a provision relating to debarment, suspension, and responsibility substantially in the form contained in Article 39 of Attachment D. All Bidders must provide as a part of their bid a certification to MRGCD in the form provided below. Failure of a Bidder to furnish a certification or provide such additional information as requested by the Procurement Manager for this RFB will render the Bidder non-responsible. Furthermore, the Bidder shall provide immediate written notice to the Procurement Manager for this RFB if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

*Although MRGCD may review the veracity of the certification through the use of the federal Excluded Parties Listing System or by other means, the certification provided by the Bidder in paragraph (a), below, is a material representation of fact upon which MRGCD will rely when making a contract award. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to MRGCD, MRGCD may terminate the contract resulting from this request for bids for default.*

*The certification provided by the Bidder in paragraph (a), below, will be considered in connection with a determination of the Bidder's responsibility. A certification that any of the items in paragraph (a), below, exists may result in rejection of the Bidder's bid for nonresponsibility and the withholding of an award under this RFB. If the Bidder's certification indicates that that any of the items in paragraph (a), below, exists, the Bidder shall provide with its bid a full written explanation of the specific basis for, and circumstances connected to, the item; the Bidder's failure to provide such explanation will result in rejection of the Bidder's bid. If the Bidder's certification indicates that that any of the items in paragraph (a), below, exists, MRGCD, in its sole discretion, may request, that the U.S. Department of Health and Human Services grant an exception under 45 C.F.R. §§ 76.120 and 76.305 if MRGCD believes that the procurement schedule so permits and an exception is applicable and warranted under the circumstances. In no event will MRGCD award a contract to an Bidder if the requested exception is not granted for the Bidder.*

(a)(1) By signing and submitting a proposal/bid in response to this RFB, the Offeror/Bidder certifies, to the best of its knowledge and belief, that:

(i) The Offeror/Bidder and/or any of its Principals-

- (A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency;

- (B) Have  have not , within a three-year period preceding the date of the bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
- (C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this certification;
- (D) Have  have not  within a three-year period preceding the date of bid, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and
- (E) Have  have not  been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. §1320a-7.

(ii) "Principal," for the purposes of this certification, shall have the meaning set forth in 45 C.F.R. §76.995 and shall include an officer, director; owner, partner, principal investigator, or other person having management or supervisory responsibilities related to a covered transaction. "Principal" also includes a consultant or other person, whether or not employed by the participant or paid with Federal funds, who: is in a position to handle Federal funds; is in a position to influence or control the use of those funds; or occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

(iii) For the purposes of this certification, the terms used in the certification, such as *covered transaction*, *debarred*, *excluded*, *exclusion*, *ineligible*, *ineligibility*, *participant*, and *person* have the meanings set forth in the definitions and coverage rules of 45 C.F.R. Part 76.

(iv) Nothing contained in the foregoing certification shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror/Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

BIDDER: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



## **APPENDIX 3**

### **RESIDENT BUSINESS AND/OR RESIDENT VETERANS BUSINESS CERTIFICATION**

(As per NMSA 1978 13-1-22)

Resident Business Certificate

Resident Veterans Certificate

## **RESIDENT BUSINESS CERTIFICATION**

Bidder's Company Name: \_\_\_\_\_

Resident Business Certificate Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Bidder "must" include a copy of Resident Business Certificate with their bid

## **RESIDENT VETERAN'S BUSINESS CERTIFICATION**

Bidder's Company Name: \_\_\_\_\_

Resident Veteran's Business Certificate Number: \_\_\_\_\_

Bidder must include copy of Resident Veteran's Business Certificate with their bid.

Bidder's submitting a Resident Veteran's Business Certificate must also complete the following certification of prior year's revenue.

## Resident Veterans Preference Certification

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

Please check one box only

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

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

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

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

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

\_\_\_\_\_  
(Signature of Business Representative)\*

DATE: \_\_\_\_\_

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

## APPENDIX 4

### NEW MEXICO EMPLOYEES HEALTH COVERAGE

- A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenewmexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (state price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

By signing below, Bidder agrees to be bound by the terms stated in this form:

Signature of Bidder: \_\_\_\_\_ Date: \_\_\_\_\_

## **APPENDIX 5**

### **NEW MEXICO EMPLOYEES 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 Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. If Contractor has (250) or more employees Contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. For Agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual Agreements 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 Agreements, whichever comes first. Should Contractor not meet the size requirement for reporting as of the effective date of this Agreement but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.
- B. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of this Agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting as of the effective date of this Agreement 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.
- C. Notwithstanding the foregoing, if this Agreement 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.

## APPENDIX 6

### CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of Interest Disclosure" A disclosure of clients represented and a formal statement of whether there is any real or perceived conflict of interest in representing the issues and advocacy for the MRGCD, addressing whether or not any conflict of interest exists between this project and other past or on-going projects, including any projects currently being conducted.

B. "Person" includes a bidder, offeror, contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The Consultant or Sub consultant warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail):

E. The Consultant or Sub consultant agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the consultant or sub consultant shall immediately make a full disclosure in writing to the chief procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the consultant or sub consultant has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest.

The undersigned further states that the firm or individual submitting a proposal/bid is not in violation of any applicable Conflict of Interest laws or regulations, etc.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Representative)

## APPENDIX 7



# ACKNOWLEDGEMENT OF RECEIPT FORM



## REQUEST FOR BID

### FINANCIAL AND COMPLIANCE AUDIT SERVICES

In acknowledgement of receipt of this Request for Bid the undersigned agrees that s/he has received a complete copy, beginning with the title page, and ending with State of NM Audit Contract.

The "Acknowledgement of Receipt Form" should be signed and returned to the Procurement Manager no later than May 17, 2021. Only potential Bidders who elect to return this form completed with the intention of submitting a bid will receive 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 Bid.  
Firm does/does not (circle one) intend to respond to this Request for Bid.

Richard DeLoia, Chief Procurement Officer  
Middle Rio Grande Conservancy District  
1931 Second Street, SW  
Albuquerque, New Mexico 87102  
Phone: 505-247-0234 ext. 1331  
E-mail: [richard@mrgcd.us](mailto:richard@mrgcd.us)