



**ELDORADO AREA WATER & SANITATION DISTRICT**

2 North Chamisa Drive, Suite A • Santa Fe, NM 87508 • (505) 466-2411

# **ELDORADO AREA WATER & SANITATION DISTRICT**

**REQUEST FOR PROPOSALS**

**RFP N°. R-24-03-01**

**TO PROVIDE FINANCIAL SERVICES**

**ISSUE DATE: March 22, 2024**

**DEADLINE FOR RECEIPT OF PROPOSALS**

**Friday, April 26, 2024, at 2:00 p.m. MDT**

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# I. INTRODUCTION

## A. INTRODUCTION AND BACKGROUND

The ELDORADO AREA WATER & SANITATION DISTRICT (the "District", or "EAWSD") is a governmental subdivision of the State of New Mexico, governed by an elected five-member Board of Directors. It was organized in 1997 under the New Mexico Water and Sanitation District Act. In 2004-2005, the District issued General Obligation Bonds, supported by property taxes, as well as Revenue Bonds to fund the acquisition and improvement of its utility system. The offices are located in the community of Eldorado, Santa Fe County, New Mexico. As of June 30, 2023, the District had assets of **\$39,425,221** million and liabilities of **\$9,779,469**. Annual fiscal year operating expenses on a budgetary basis were **\$4,095,776 million**.

The purpose of this RFP is to gain access to a flexible and experienced workforce that can provide efficient day-to-day accounting and treasury management services and timely monthly, quarterly and year-end processing and reporting. The District also seeks financial analysis skills to support strategic planning, capital programs and periodic cost of service and rate design evaluation.

The District seeks proposals from qualified organizations to provide outsourced accounting services by a team of qualified personnel for a period of four (4) years. The scope of work includes all required tasks as outlined in Section II. of this RFP. The contractor must devise, recommend and employ technology and workflow improvements to maximize efficiencies, including use of District staff and volunteers, while ensuring the reliability of internal controls.

Offerors must have a thorough knowledge of accounting and budgetary practices and principles as they relate to local governmental entities in the State of New Mexico. The successful Offerors must be able to provide for physical attendance or otherwise live participation in meetings in Eldorado as necessary, including meetings on weekday evenings and occasionally at other times. (The Board's regular meeting is presently held on the third Wednesday of the month, beginning at 5:30 p.m.) The Offerors must have the ability to maintain one or more secure, cloud-based portals where access to the District's most current and historical financial documents are available for reference by the Board, the Treasurer and the District staff at any time.

Proposals must be received in the District's offices at 2 North Chamisa Drive, Santa Fe, New Mexico 87508 no later than **2:00 p.m. MDT on Friday, April 26, 2024 (the "Closing Date")**. Offerors must submit an original and three **(3) copies** of their proposal. All proposals must be placed in a sealed envelope marked to the attention of the designated **Procurement Manager**, and clearly labeled: **"Proposal to Provide Financial Services for the Eldorado Area Water & Sanitation District."**

After the closing date, the Financial Services RFP Evaluation Committee will privately open the proposals, evaluate them, and make its decision whether to recommend award of a contract in response to any of them to the District Board. The Board may, at its sole discretion, enter into discussions with Offerors who have submitted proposals determined to be reasonably acceptable for award of a contract. However, the Board may accept any proposal, or none, without further discussions. Proposals will be made available for public inspection only after the award, if any, of a contract. All Offerors will be notified when and if a contract is awarded.

The procurement initiated by this Request for Proposals is governed by the New Mexico Procurement Code as amended, § 13-1-28 through §13-1-199, NMSA 1978. **The Procurement Code 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.** This Request for Proposals may be cancelled at any time, at the sole discretion of the Board. The Board reserves the right to reject any and all proposals, in whole or in part, if the Board determines that it is in the best interest of the District.

## II. SCOPE OF WORK

### A. SCOPE OF WORK SUMMARY

Under the supervision of the Treasurer of the District, the successful Offeror will perform the following services for the District and for the Board:

#### **Accounting Operations – General Ledger Management**

1. Prepare and maintain the following accounting records monthly, quarterly, and to date on an as needed basis including on-site problem resolution and account reconciliations to meet deadlines and reporting needs. This will include:
  - a. Cash receipts journal
  - b. Cash disbursements journal
  - c. General ledger
  - d. Accounts receivable journals and ledgers
  - e. Deposits with banks and financial institutions
  - f. Schedule of disbursements
  - g. Bank accounts reconciliation
  - h. Investment records
  - i. Payments under agreements with developers and property owners
2. Prepare and file federal quarterly and year-end tax reports, as necessary. Such reports/filings include the 941, W-2, W-3, 1099 and 1096 if applicable. Submit required filings with the State of New Mexico.
3. Prepare payroll and work collaboratively with New Mexico Risk Management Division to ensure payroll is processed appropriately including leave-tracking, data entry, PERA contributions, and health and life insurance benefits management.
4. Prepare a schedule of cash position to manage the District's cash deposits, funding for checks, and investment programs in accordance with policies established by the District's Board of Directors including cash management, serving as liaison to the District's operations and management contractor, and working collaboratively with District administrative staff to process customer credit and security deposit returns and preparation for and payment of debt service, according to loan agreements.
5. Provide and manage appropriate accounting software, (currently INTACCT), ensuring that the District benefits fully from its financial tracking and reporting capabilities.
6. Maintain fixed asset schedules and record depreciation.

#### **Financial Management, Budgeting and Rate Design**

7. Plan for and manage the preparation and filing of the annual budget.
8. Monitor actual expenditures against appropriation/budget, monthly and/or quarterly, as requested.
9. Maintain records of District capital and special reserves per District reserve policies. Report quarterly to the Finance and Audit Advisory Committee (FAAC) regarding reserve levels and provide supporting documentation as needed.
10. Recommend and prepare budget amendments.

11. Update District's cost of service and rate design database to provide real time information for monitoring actual versus assumed revenues and expenses for projecting the need for future real property mill levy or water rate increases.
12. Provide support to District Staff, Treasurer and the Finance and Audit Advisory Committee (FAAC) regarding bonds or loans, acting as the liaison with the New Mexico Finance Authority and other entities regarding negotiation of terms, providing disclosure information and assisting in preparation and review of loan documents.
13. Research and prepare financial requirements information to support the legislative, Water Trust Board, Drinking Water State Revolving Loan Fund, and all other grant requests including preparing financial portions of applications for grant and loan funding.
14. Assist in minimizing aged accounts receivable. Advise the District as to the size of the Allowance for Doubtful Accounts.

### **Reporting and Communications**

15. Prepare financial statements, including budget reports and applicable supplemental schedules in accordance with the standards of the GASB – monthly, or as requested by the District's Board of Directors.
16. Prepare for and attend regular meetings of the FAAC. Upon request, attend Board meetings in person or via conference call. Meet in person or by phone with the Treasurer monthly, or as required.
17. Prepare and interpret interim financial reports, including the design and application of a financial dashboard.
18. Prepare additional reports upon request including accounts receivable detail, water sales reports, property tax reports, capital project reports and any special purpose reports, as required.
19. Complete, file and ensure payment related to any state and federal regulatory reports including, but not limited to, New Mexico gross receipt taxes, New Mexico water conservation tax, and prepare and file quarterly DFA/Local Government Division cash reconciliations.
20. Prepare and maintain documentation of the District's financial and accounting processes and procedures. Make recommendations for system and internal control improvements, and coordinate training of District personnel, as necessary, to implement approved recommendations.
21. Assist the Treasurer with other financial and administrative tasks, as requested.

### **Audit and Compliance Support**

22. Act as audit liaison. Prepare schedules and other information requested by the District's independent auditing firm on a timely basis.
23. Identify highlights of District's financial operations and prepare a draft of the Management's Discussion and Analysis section of the annual audit reports for discussion and approval by the District's Finance and Audit Advisory Committee (FAAC).
24. Mobilize onsite when auditor is performing fieldwork at District offices. Communicate as needed with the external auditor and the NM Office of the State Auditor.
25. Assist the General Manager in Communications, as needed, with the New Mexico Finance Authority and other grantors and lender(s). Monitor compliance with grant and loan agreements and bond resolutions, including debt service coverage ratios.
26. Oversee and ensure compliance with purchasing statutes, serving as the District's Chief Procurement Officer (CPO) – see item # 30. Maintain credentials required for this role.

## Procurement, Construction and Vendor Relations

27. Working collaboratively with District administrative staff, process weekly invoices and submit documentation for approval by District authorized signatories.
28. Working collaboratively with District administrative staff and contributing to the efficient management of District's AP/AR processes.
29. Working collaboratively with District Administrative Project Manager and General Manager, to track and prepare aggregate and project level financial reporting on capital projects and contracts to monitor budget status of completion and change orders during all phases of the planning, design and construction of capital projects, financial management and reporting.
30. Review contracts for outside services including engineering, hydrology, legal, project management and operations and management services for compliance with the Procurement Code and monitor contracts to ensure limits are not exceeded.
31. Support RFB, RFQ and RFP processes, in particular, the cost-based evaluation portions of RFP evaluations.

### **B. OFFEROR QUALIFICATIONS**

1. **Corporate Experience:** Must have a minimum of 5 years of experience providing similar services to comparable governmental entities, such as water and sanitation districts, municipal enterprises or other special districts. Recent experience working with governmental budgetary, financial reporting and procurement processes is highly desirable, particularly in the State of New Mexico.
2. **Work Force Experience:** A Senior Contract Representative will be assigned to the District to serve as the primary point of contact with the District's Treasurer, District personnel, Finance & Audit Advisory Committee (FAAC), Board Members, and other key Contractors to support seamless communication and coordination of services. The Senior Contract Representative must have a minimum of 10 years of financial service experience at least three of which were serving in a similar role providing services to comparable governmental enterprises, such as water and sanitation districts, municipal enterprises or other special districts.
3. **Resources and Reliability:** The engagement must be supervised by a Certified Public Accountant registered in the State of New Mexico. The firm must have the personnel and financial resources to accommodate the District's needs for access to accurate and up-to-date financial information and to meet the many reporting deadlines for responsibilities and tasks described in the Scope of Work.
4. **Accessibility and Flexibility:** Personnel – either key personnel or backup staff -- must be readily reachable by phone, email and available for meetings at the District's office or virtually with reasonable notice. Accounting data, current and historical records and reports must be accessible by authorized District officers at all times.
5. **Security:** Response must provide evidence of satisfactory and verifiable provisions for security of physical and electronic records, both at the firm's office and remotely.
6. **Transition:** Must provide a practical and cost-efficient plan for transitioning tasks in the Scope from the District's current financial service provider to its own staff, including technology transition if necessary.

In order for Offerors to receive a Resident Business or Resident Veteran Business Preference (Sec. 13-1-21 NMSA 1978, as amended), Offerors must submit with their proposal a copy of a valid Resident Business Certificate or valid Resident Veteran Business Certificate issued by the New Mexico Taxation and Revenue Department pursuant to Section 13-1-22 NMSA 1978.



### **C. SCOPE OF PROCUREMENT**

This is a professional services contract with a term of four years beginning July 1, 2024, and ending June 30, 2028. This contract will be awarded to a single contractor.

### **D. PROCUREMENT MANAGER**

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

Steve King, Deputy General Manager  
c/o Eldorado Area Water & Sanitation District  
2 North Chamisa Drive, Suite A  
Santa Fe, NM 87508  
Phone: (505) 466-2411 (Office)  
(505) 466-2531 (Direct)  
  
E-mail: s.king@eawsd.org

#### **All deliveries via express carrier should be addressed as follows:**

Steve King, Deputy General Manager  
c/o Eldorado Area Water & Sanitation District  
2 North Chamisa Drive, Suite A  
Santa Fe, NM 87508

Any inquiries or requests regarding this procurement should be submitted to the designated Procurement Manager in writing (email communications are acceptable and preferred). Offerors may contact **ONLY** the designated Procurement Manager regarding this procurement and may **NOT** contact other District employees and Board members, who do not have the authority to respond on behalf of the District for this RFP.

### **E. PROCUREMENT REFERENCES (PROCUREMENT LIBRARY)**

The District has established a website for access to key documents:

A link from the home page of the EAWSD website at <https://www.eawsd.org/>, contains the following information under the heading NEWS & NOTICES:

1. Materials related to this procurement (e.g., RFP and any amendments, questions asked and answered, forms, etc.) may be found on the District website.
2. Other general information about the District may be found on the District website.

# III. CONDITIONS GOVERNING THE PROCUREMENT

## A. SEQUENCE OF EVENTS

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

	Action	Responsibility	Date
1.	Publication of Public Notice and Issue of RFP	District	March 22, 2024
2.	Distribution List Response (Attachment A: Acknowledgment of Receipt Form)	Potential Offerors	April 1, 2024
3.	Deadline to Submit Questions	Potential Offerors	April 1, 2024
4.	Response to Written Questions/RFP Amendments	District	April 5, 2024
5.	Submission of Proposal	Offerors	<b>April 26, 2024 2:00 pm, MDT</b>
6.	Proposal Evaluation	Evaluation Committee	April 29-May 3, 2024
7.	Selection of Finalists	Evaluation Committee	May 3, 2024
8.	Finalist Interviews and Evaluations	Evaluation Committee	May 6– May 10, 2024
9.	Contract Award: Presentation of Recommendations by the Evaluation Committee to the Board. District Board to approve or reject the recommended candidate contractor. The Board may issue authorization to conduct contract negotiations.	District	May 15, 2024
10.	Negotiate and Finalize Contract	District Selected Offeror	May 16 - 22, 2024
11.	Protest Deadline (15 days following contract award)	Offerors	May 30, 2024 COB
12.	Contract Approval: Presentation of negotiated contract to the Board for approval after review by legal counsel.	District	June 19, 2024
13.	Contract Signing	District Selected Offeror	June 21 2024
14.	Contract begins		July 1, 2024

## **B. EXPLANATION OF EVENTS**

The following paragraphs describe the activities listed in the sequence of events shown in Section III.A. above:

### **1. Publication of Public Notice for RFP and Issue of RFP**

This RFP is being issued by the District. Additional copies of the RFP can be obtained from a link provided on the District's website homepage at <https://www.eawsd.org/> under the heading NEWS & NOTICES, or may be picked up at the District's Administrative Office located at 2 North Chamisa Drive, Suite A, Santa Fe, NM 87508.

### **2. Distribution List Response**

An ACKNOWLEDGEMENT OF RECEIPT form will accompany the distribution package. Potential Offerors should email or deliver by registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document (See ATTACHMENT A) in order to be placed on the procurement distribution list. The form should be signed by the Offeror's representative, dated, and emailed or delivered by registered or certified mail by the date described in Section III.A. to the designated Procurement Manager indicated thereon. The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

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

### **3. Deadline to Submit Questions**

Potential Offerors may submit written questions as to the intent or clarity of this RFP until close of business on the date described in Section III.A. All written questions must be addressed to the designated Procurement Manager (see Section II.D.).

### **4. Response to Written Questions/RFP Amendments**

Written responses to written questions and any RFP amendments will be distributed on the date described in Section III.A. to all potential Offerors whose organization name appears on the procurement distribution list.

### **5. Submission of Proposals**

**ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM MOUNTAIN DAYLIGHT TIME ON Friday, April 26, 2024.**

Proposals received after this deadline will not be accepted. The date and time received will be recorded on each proposal.

Proposals must be addressed and delivered to the designated Procurement Manager at the address listed in Section II.D.

**PROPOSALS MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE TO CLEARLY INDICATE A RESPONSE TO THE "REQUEST FOR PROPOSALS TO PROVIDE FINANCIAL SERVICES."**

**PROPOSALS SUBMITTED BY FACSIMILE OR ELECTRONIC MAIL WILL NOT BE ACCEPTED.**

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116 NMSA 1978, the contents of any proposal must not be disclosed to competing Offerors prior to contract award.

## 6. Proposal Evaluation

An Evaluation Committee appointed by the District Board will evaluate proposals. Professional and Cost Proposals will be evaluated separately. The evaluation process will take place on the dates described in Section III.A. During this time, the designated Procurement Manager may, at his sole discretion, initiate discussion 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 MUST NOT be initiated by the Offerors.

## 7. Selection of Finalists

The Evaluation Committee will select, and the designated Procurement Manager will notify the finalist Offerors on the date described in Section III.A. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the finalist interviews will be determined at this time.

## 8. Finalist Interviews

Finalist Offerors may be required to present their proposals and respond to Evaluation Committee questions during an interview to be scheduled as described in Section III.A. The District will attempt to schedule the interviews at a time that is mutually agreeable, but reserves the right to reschedule or cancel at its sole discretion. All interviews will be held in Santa Fe, New Mexico, at the District's Administrative office:

**2 North Chamisa Drive | Suite A  
Santa Fe, NM 87508**

Finalist Interviews will be limited to not more than two hours.

## 9. District Board Authorization to Conduct Contract Negotiations and Award Contract

The District Board will review the Evaluation Committee Report and recommendations and select the preferred Offeror for contract negotiations and execution. The Board may authorize designated individuals to proceed to contract negotiations with the preferred Offeror.

The District may negotiate the proposed rates with the finalist, as necessary.

Completion of contract negotiations is anticipated to be no later than May 22, 2024.

## 10. Contract Award

The Board will review the recommendations of the Evaluation Committee for awarding the contract. The Board will award the contract. If approved by the Board, the designated District representatives will negotiate and sign the contract on the date described in Section III.A. This date is subject to change at the discretion of the District Procurement Manager.

This contract must be awarded to the Offeror 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 from the evaluation factors as determined by the Evaluation Committee.

## 11. Protest Deadline

Any protest by an Offeror must be timely and in conformance with §13-1-172 through §13-1-176 NMSA 1978. The fifteen (15)-day protest period for responsive Offerors must begin on the day following the Board approval of the recommendation for contract award and will end as of

5:00 PM Mountain Daylight Time 15 days after the Contract Award. 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 designated Procurement Manager. The protest must be delivered to the designated Procurement Manager as follows:

**Steve King, Deputy General Manager  
Eldorado Area Water & Sanitation District  
2 North Chamisa Drive, Suite A  
Santa Fe, NM 87508**

Protests received after the deadline will not be accepted.

## **12. Finalize Contract**

The contract will be finalized with the most advantageous Offeror by the date described in Section III.A. In the event that mutually agreeable terms cannot be reached within the time specified, the District reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process, or to cancel the award.

## **C. GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the New Mexico Procurement Code, §13-1-28 through §13-1-199 NMSA 1978, and the District's Procurement Guidelines and Procedures.

### **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 must be borne solely by the Offeror.

Any cost incurred by the Offeror for the oral presentation required of finalists must be borne solely by the Offeror.

### **3. 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 District personnel will not merge, collate, or assemble proposal materials.

### **4. Offeror's Rights to Withdraw Proposal**

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

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

## **5. Proposal Offer Firm**

Responses to this RFP, including proposal prices, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals, or ninety (90) days after receipt of a best and final offer, if the Offeror is invited or required to submit one.

## **6. 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 material that is clearly marked proprietary or confidential. The designated 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 must be readily separable from the proposal in order to facilitate eventual public inspections of the non-confidential portion of the proposal.

Confidential data are normally restricted to:

- a. confidential financial information concerning the Offeror's organization.
- b. data that qualify as a trade secret in accordance with the Uniform Trade Secrets Act [§57-3A-1 to 57-3A-7 NMSA 1978].
- c. The hourly rates and other costs contained in the offered Cost Proposal must 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 designated Procurement Manager must 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 must be open to public inspection subject to any continuing prohibition of the disclosure of confidential data.

## **7. No Obligation**

The procurement in no manner obligates the District to the eventual rental, lease, purchase, etc., of any equipment, software, or services offered until a valid written contract is awarded and approved by the District's Board of Directors.

## **8. Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the District determines such action to be in the best interest of the District.

## **9. Acceptance of General Requirements**

The District 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 designated Procurement Manager.

## **10. Governing Law**

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

## **11. Basis for Proposal**

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

## **12. Offeror Qualifications**

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

## **13. Right to Waive Minor Irregularities**

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

## **14. Change in Contractor Representatives**

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

## **15. Notice of Penalties**

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

## **16. District Rights**

The District reserves the right to accept or reject any and all proposals. The District reserves the right to accept all or a portion of a potential Offeror's proposal.

## **17. Right to Publish**

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

## **18. Ownership of Proposals**

All documents submitted in response to the RFP will become the property of the District.

## **19. Confidentiality**

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP must be kept confidential and must not be made available to any individual or organization by the contractor without the prior written approval of the District.

The contractor(s) agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without procuring the District's written permission.

## 20. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section III.B.4, Response to Written Questions/RFP Amendments).

## 21. 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 ensure 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 District, the version maintained by the District must govern.

## 22. Campaign Contribution Form

Offeror must **complete and sign** ATTACHMENT C, Campaign Contribution Disclosure Form, whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not. (For purposes of this requirement, the applicable elected public officials within the District are the elected Board of Directors.) Failure to complete and return the signed unaltered form will result in disqualification.

## 23. Conformity of Proposals

Offeror's Professional and Cost Proposals must be submitted in strict accordance with all mandatory requirements contained or referenced in the RFP. No deviations (exceptions, modifications, substitutions) from the RFP documents must be incorporated in the Professional and Cost Proposals.

**FAILURE TO SUBMIT THE PROPOSAL IN STRICT COMPLIANCE WITH THE RFP REQUIREMENTS MAY BE CAUSE FOR DISQUALIFICATION OR REJECTION OF OFFEROR'S PROPOSAL AT THE DISTRICT'S SOLE DISCRETION.**

**EACH OFFEROR MUST ISSUE A STATEMENT CONFIRMING THAT OFFEROR HAS SUBMITTED ITS PROPOSAL STRICTLY IN ACCORDANCE WITH THE RFP DOCUMENTS, WITHOUT EXCEPTION.**

Such statement must adhere to the text of the Proposal Transmittal Letter, **without alteration**, included as ATTACHMENT D of this RFP for this contract. Offeror must submit the letter on Offeror's letterhead. The letters must be signed by Offeror or Offeror's duly authorized corporate officer and included as the transmittal letters for Offeror's respective Professional and Cost Proposal documents. The District **must not** undertake any responsibility to search out, find, or acknowledge exceptions, clarifications, or qualifications contained in Offeror's Proposals.

**FAILURE TO INCLUDE THIS DULY SIGNED LETTER AS REQUIRED IN OFFEROR'S PROFESSIONAL AND COST PROPOSALS WILL SUBJECT OFFEROR TO DISQUALIFICATION AT THE DISTRICT'S SOLE DISCRETION.**

## 24. Contract Terms and Conditions

The contract between the District and a contractor will follow the format specified by the District and contain terms and conditions corresponding to the requirements of Section II.A (Scope). However, the District 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 any resultant contract.

Should an Offeror object to any of the District's terms and conditions (as contained in the Pro Forma Contract, ATTACHMENT B), that Offeror must propose specific alternative language in a clearly distinct and separate section of the Offeror's proposal. The District 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 District and will result in disqualification of the Offeror's proposal.

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

If an Offeror fails to propose any alternate terms and conditions during the RFP process prior to selection of successful Offeror(s), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the RFP process prior to selection of successful Offeror(s) constitutes an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein (in ATTACHMENT B) are **accepted** by the Offeror.

## **25. Offeror's Terms and Conditions**

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

## **26. Contract Deviations**

Any additional terms and conditions that may be the subject of negotiation will be discussed only between the District and the selected Offeror and must not be deemed an opportunity to amend the Offeror's proposal.

## **27. Prime Contractor Responsibility**

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

## **28. Subcontractors**

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

## **29. Disclosure Regarding Responsibility**

- a. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with the District for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
  - i. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  - ii. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    1. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    2. violation of federal or state antitrust statutes related to the submission of offers; or

3. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of federal criminal tax law, or receiving stolen property;
  4. civil judgment pursuant to the Unfair Practices Act;
  5. any other cause for debarment as stated in NMSA 1978 § 13-1-178..
- iii. is presently indicted for, or otherwise criminally or civilly charged by any (federal, state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure; has, preceding this offer, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply:
1. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
  2. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
  3. Have, within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.
- b. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- c. The Contractor must provide immediate written notice to the District if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- d. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- e. Nothing contained in the foregoing must be construed to require the establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- f. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the District. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the District may terminate the involved contract for cause. Still further the District may suspend the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the District.

### **30. Sufficient Appropriation**

Any contract awarded as a result of the RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be affected by sending written notice to the contractor. The District's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

### **31. New Mexico Preferences**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

#### **a. New Mexico Business Preference**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate.

#### **b. New Mexico Resident Veterans Business Preference**

In addition to a copy of their certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

**The District must not award a business both a resident business preference and a resident veteran business preference.**

# IV. RESPONSE FORMAT AND ORGANIZATION

## A. NUMBER OF RESPONSES

Offerors must submit only one proposal, separating the Professional and Cost Proposals within a single package.

## B. NUMBER OF COPIES

Offerors must provide:

1 original plus three (3) identical copies of their Professional Proposal (*Binder 1*)

- 1 original plus two (2) identical copies of the Cost Proposal (*Binder 2*), and
- 1 original plus one (1) copy of supporting Professional documentation (*Binder 3*) if needed, to the location specified in Section II.D. on or before the closing date and time for receipt of proposals.
- An electronic copy of these materials on flash drive, CD or equivalent storage device is also required.

## C. PROPOSAL FORMAT AND ORGANIZATION

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

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

### **BINDER 1: Professional Proposal**

Tab	Contents	Reference
1	Proposal Transmittal Letter	V.A.1 & ATTACHMENT D
2	Table of Contents	None
3	Executive Summary of Proposal	
4	Professional Qualifications	V.A.4.b
5	Corporate and Governmental Experience	V.A.5
6	Client References	V.A.6
7	Conflict of Interest	IV.D.6 & ATTACHMENT B.X.
8	Campaign Contribution Disclosure Form	ATTACHMENT C
9	Copy of valid Resident Business Certificate or Resident Veterans Business Certificate issued by the New Mexico Taxation and Revenue Department (Optional)	III.C.31 and ATTACHMENT F

## BINDER 2: Cost Proposal

Tab	Contents	Reference
1	Rates and fees Proposal (Cost Response Form [Attachment E] and supplementary information, if necessary)	V.B ATTACHMENT E

## BINDER 3: (Optional)

Tab	Contents	Reference
	Other Supporting Material	None

**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 FEES 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 Executive Summary of Proposal must be included by Offeror(s) to provide the Evaluation Committee with an overview of the professional 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.

### **D. PREPARATION OF PROFESSIONAL PROPOSAL (BINDER ONE)**

**1. OFFERORS MUST NOT QUOTE PRICES, OR OTHER COST TERMS OF ANY NATURE, IN THEIR PROFESSIONAL PROPOSALS.**

Offeror must submit, as part of the Professional Proposal, all the information required in Section V.A.

Offeror must provide all information requested by completely and explicitly responding to the items specified below.

Promotional literature, corporate brochures, preprinted company fact sheets or any other extraneous information must not be submitted in lieu of, or as an attachment to, the information requested herein.

Offeror is cautioned to carefully and thoroughly review/read and understand the requirements in this Section IV., before attempting to prepare responses.

Conflict of interest considerations: Prospective Offerors are advised to review carefully the status of pending judicial and administrative proceedings, to determine whether the Offeror may have any actual or potential conflict of interest. Any actual or potential conflict of interest **must** be fully described in the Offeror's proposal, with a statement of how the Offeror intends to resolve such conflict.

### **E. PREPARATION OF COST PROPOSAL (BINDER TWO)**

**1. Offeror must submit, as part of the Professional Proposals, all of the information required in Section V.B.**

# V. MANDATORY REQUIREMENTS

## A. PROFESSIONAL PROPOSAL REQUIREMENTS

1. Offeror must complete and submit on Offeror's own letterhead the Proposal Transmittal Letter (ATTACHMENT D), with all the required information, without alteration. This letter must be signed, as appropriate, by authorized officers of the Offeror's company, and included with each of the copies of the Professional Proposal submitted by Offeror.
2. Offeror must provide a statement that the Offeror agrees to provide all the services and adhere to all requirements, specifications, terms, and contract provisions set forth in this Request for Proposals.
3. Offeror must provide a statement of the Offeror's general background, qualifications, experience and resources that are relevant to the financial services to be provided.
4. Offeror must provide professional qualifications for all proposed key personnel including the Senior Contract Representative who will be assigned to supervise the engagement or manage key components of the work:
  - a. Names and contact information, including telephone number and email address.
  - b. Documents demonstrating licensure as a Certified Public Accountant in New Mexico and/or any other relevant certifications.
  - c. An updated vitae or detailed resume substantiating demonstrable knowledge and experience relevant to providing similar services on an outsourced basis;
  - d. Specific information as to the availability of other key support personnel, whether in the Eldorado area or elsewhere.
  - e. REFERENCES: Offeror must provide the names, positions, and current email addresses and telephone numbers of clients who can provide information on the individual's experience and competence. Three references must be provided for each key personnel.

**Note: The Offeror is responsible for verifying reference contact information. The Evaluation Committee is not obligated to try to locate persons not found at the phone numbers or places given in the proposals. Obsolete or wrong contact information could result in a zero score in this category.**

### Corporate and Governmental Experience

- a. Offerors must submit a statement of relevant corporate and governmental experience within the last five (5) years as related to this RFP, including the experience of major subcontractors. The narrative in response to this factor must thoroughly describe the Offeror's experience performing the Work described in the RFP Scope of Work (Section II.A.) or work of a similar nature to that described therein.
- b. In this section, the Offeror must provide the following information (referencing the subsections in sequence) to evidence the Offeror's experience in delivering services such as those sought under this RFP:
  - i. A brief statement of how long the Offeror has been performing the work sought under this RFP.
  - ii. A description of the experience level, professional qualifications and specialized knowledge, and government experience of the corporate resources that may be used for the contract.
  - iii. The dates of the period of service.
  - iv. A description of the service provided.
  - v. A statement of why the Offeror believes this engagement constitutes relevant experience to this procurement.

#### Client References

- a. Offerors must submit three (3) external references from individuals representing organizations that have received similar services to those proposed by Offeror for this contract, especially similar work in the public sector that have occurred within the past five (5) years.
- b. Offers that propose to use Subcontractors for significant portions of the Scope of Work must include three (3) external references for each major Subcontractor.
- c. Each reference must include the name of the company or agency, company's or agency's current address, name of the contact person, telephone number, email address, and the date and description of the services provided.

**Note: The Offeror is responsible for verifying reference contact information. The Evaluation Committee is not obligated to try to locate persons not found at the phone numbers or places given in the proposals.**

#### Campaign Contribution Disclosure Form

- a. Offerors must submit a completed Campaign Contribution Disclosure Form as found in ATTACHMENT C of this RFP.

### **B. COST PROPOSAL REQUIREMENTS**

1. Using the Cost Response Form (ATTACHMENT E), the Offeror must provide all proposed hourly rates for professional and other services to be provided according to the requirements of the scope of this RFP.

Using the Cost Response Form (ATTACHMENT E), the Offeror must provide all proposed additional charges for materials, supplies, telephone, etc., mileage and per diem that will be included in Offeror charges to the District.

Using separate sheets as necessary, the Offeror must state in detail any pass-through, overhead, administrative, markup or other charges that will be included in Offeror charges to the District.

# VI. PROPOSAL EVALUATION

## A. EVALUATION PROCESS

This procurement will be awarded to the responsible Offeror whose offer is deemed most advantageous to the District, taking into consideration the minimum qualifications set forth in Section II.B. (Offeror Qualifications) above, and the following weighted evaluation factors:

Maximum points possible

<b>200</b>	<b>Relevant Experience:</b> Prior specific experience of the firm and assigned personnel including but not limited to the Senior Contract Representative providing accounting and budgeting services for special districts, particularly water utilities, including preparation of cost of service and revenue data for setting utility rates as well as meeting reporting requirements imposed on local governmental bodies under New Mexico law providing water or wastewater services under the NM Water and Sanitation Act or similar legislation.
<b>150</b>	<b>Resources and Reliability:</b> Personnel and financial resources to accommodate the District’s needs for access to accurate and up-to-date financial information and to meet the many reporting deadlines for responsibilities and tasks described in the Scope of Work. Demonstrated knowledge by assigned employees of governmental enterprise and accounting procedures generally and demonstrated ability to maintain financial records and generate accurate and timely reports as required by the Board and regulatory bodies.
<b>150</b>	<b>Flexibility and Accessibility:</b> Assurance that personnel – either key personnel or backup staff -- will be readily reachable by phone and email and available for meetings at the District’s office with reasonable notice and that accounting data, current and historical records and reports will be accessible by authorized District officers at all times.
<b>70</b>	<b>Security:</b> Satisfactory and verifiable provisions for security of physical and electronic records, both at the firm’s office and remotely.
<b>100</b>	<b>Transition:</b> Quality of plan for transitioning tasks in the Scope from the current Financial Services provider to its own staff, including technology transition, if necessary
<b>150</b>	<b>Cost of Service:</b> Proposed lump sum “not to exceed” monthly payments, inclusive of all overhead expenses hourly rate or rates for services beyond the scope of this contract.
<b>100</b>	<b>Finalist Interviews.</b>
<b>80</b>	<b>New Mexico Resident/Veterans Business Preference.</b>
<b>1000</b>	<b>TOTAL</b>

Notwithstanding the foregoing weighting factors, a serious deficiency as to any of the factors listed may be grounds for rejection of a proposal, regardless of the proposal's merits in other areas. The listing of cost as a factor for consideration does not require the District to select the offer that includes the lowest cost proposal.

Proposals will be evaluated by an evaluation committee selected by the District’s Board of Directors. The final decision whether to accept or reject any proposal will be made by the Board of Directors, which needs



not necessarily act in accordance with the advice or recommendation of the evaluation committee. Each member of the evaluation committee will sign a Confidentiality Statement regarding the contents of each Proposal submitted.

The District may conduct discussions with Offerors who submit proposals determined to be reasonably likely of being selected for award; however, the District reserves the right to accept a proposal and enter into an agreement with the selected Offeror without such discussions.

This Request for Proposals may be canceled at any time, either before or after the submittal date. The District reserves the right to reject any and all proposals, to waive technicalities, and to accept or reject any proposal in whole or in part, as may be deemed to be in the best interest of the District.

# ATTACHMENT A: ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that they have received a complete copy, beginning with the title page and table of contents, and ending with ATTACHMENT F.

The acknowledgement of receipt should be signed and returned to the designated Procurement Manager no later than close of business on **April 1, 2024**. Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all Offeror-written questions and the District's written responses to those questions as well as RFP amendments if any are issued.

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

**REPRESENTED BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **PHONE NUMBER:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_ **MOBILE NUMBER:** \_\_\_\_\_

**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.**

Steve King, DEPUTY GENERAL MANAGER  
c/o Eldorado Area Water & Sanitation District  
2 North Chamisa Drive, Suite A  
Santa Fe, NM 87508  
Phone: (505) 466-2411 (Office)  
(505) 466-2531 (Direct)

E-mail: s.king@EAWSD.org

# ATTACHMENT B: PRO FORMA CONTRACT

THIS CONTRACT is made and entered on this \_\_\_\_\_ day of June, 2024 by and between the Eldorado Area Water & Sanitation District (“EAWSD”) and \_\_\_\_\_ (“Contractor”) (collectively “Parties”). IT IS MUTUALLY AGREED BETWEEN THE PARTIES that:

## I. SCOPE OF WORK SUMMARY:

Under the supervision of the Treasurer of the District, the successful Offeror will perform the following services for the District and for the Board:

### **Accounting Operations – General Ledger Management**

1. Prepare and maintain the following accounting records monthly, quarterly, and to date on an as needed basis including on-site problem resolution and account reconciliations to meet deadlines and reporting needs. This will include:
  - a. Cash receipts journal
  - b. Cash disbursements journal
  - c. General ledger
  - d. Accounts receivable journals and ledgers
  - e. Deposits with banks and financial institutions
  - f. Schedule of disbursements
  - g. Bank accounts reconciliation
  - h. Investment records
  - i. Payments under agreements with developers and property owners
2. Prepare and file federal quarterly and year-end tax reports, as necessary. Such reports/filings include the 941, W-2, W-3, 1099 and 1096 if applicable. Submit required filings with the State of New Mexico.
3. Prepare payroll and work collaboratively with New Mexico Risk Management Division to ensure payroll is processed appropriately including leave-tracking, data entry, PERA contributions, and health and life insurance benefits management.
4. Prepare a schedule of cash position to manage the District’s cash deposits, funding for checks, and investment programs in accordance with policies established by the District’s Board of Directors including cash management, serving as liaison to the District’s operations and management contractor, and working collaboratively with District administrative staff to process customer credit and security deposit returns and preparation for and payment of debt service, according to loan agreements.
5. Provide and manage appropriate accounting software, (currently INTACCT), ensuring that the District benefits fully from its financial tracking and reporting capabilities.
6. Maintain fixed asset schedules and record depreciation.

### **Financial Management, Budgeting and Rate Design**

7. Plan for and manage the preparation and filing of the annual budget.
8. Monitor actual expenditures against appropriation/budget, monthly and/or quarterly, as requested.
9. Maintain records of District capital and special reserves per District reserve policies. Report quarterly to the Finance and Audit Advisory Committee (FAAC), regarding reserve levels and provide supporting documentation as needed.

10. Recommend and prepare budget amendments.
11. Update District's cost of service and rate design database to provide real time information for monitoring actual versus assumed revenues and expenses for projecting the need for future real property mill levy or water rate increases.
12. Provide support to District Staff, Treasurer and the Finance and Audit Advisory Committee (FAAC) regarding bonds or loans, acting as the liaison with the New Mexico Finance Authority and other entities regarding negotiation of terms, providing disclosure information and assisting in preparation and review of loan documents.
13. Research and prepare financial requirements information to support the legislative, Water Trust Board, Drinking Water State Revolving Loan Fund, and all other grant requests including preparing financial portions of applications for grant and loan funding.
14. Assist in minimizing aged accounts receivable. Advise the District as to the size of the Allowance for Doubtful Accounts.

### **Reporting and Communications**

15. Prepare financial statements, including budget reports and applicable supplemental schedules in accordance with the standards of the GASB – monthly, or as requested by the District's Board of Directors.
16. Prepare for and attend regular meetings of the FAAC. Upon request, attend Board meetings in person or via conference call. Meet in person or by phone with the Treasurer monthly, or as required.
17. Prepare and interpret interim financial reports, including the design and application of a financial dashboard.
18. Prepare additional reports upon request including accounts receivable detail, water sales reports, property tax reports, capital project reports and any special purpose reports, as required.
19. Complete, file and ensure payment related to any state and federal regulatory reports including, but not limited to, New Mexico gross receipt taxes, New Mexico water conservation tax, and prepare and file quarterly DFA/Local Government Division cash reconciliations.
20. Prepare and maintain documentation of the District's financial and accounting processes and procedures. Make recommendations for system and internal control improvements, and coordinate training of District personnel, as necessary, to implement approved recommendations.
21. Assist the Treasurer with other financial and administrative tasks, as requested.

### **Audit and Compliance Support**

22. Act as audit liaison. Prepare schedules and other information requested by the District's independent auditing firm on a timely basis.
23. Identify highlights of District's financial operations and prepare a draft of the Management's Discussion and Analysis section of the annual audit reports for discussion and approval by the District's Finance and Audit Advisory Committee (FAAC).
24. Mobilize onsite when auditor is performing fieldwork at District offices. Communicate as needed with the external auditor and the NM Office of the State Auditor.
25. Assist the General Manager in Communications, as needed, with the New Mexico Finance Authority and other grantors and lender(s). Monitor compliance with grant and loan agreements and bond resolutions, including debt service coverage ratios.
26. Oversee and ensure compliance with purchasing statutes, serving as the District's Chief Procurement Officer (CPO) – see item # 30. Maintain credentials required for this role.

## **Procurement, Construction and Vendor Relations**

27. Working collaboratively with District administrative staff, process weekly invoices and submit documentation for approval by District authorized signatories.
28. Working collaboratively with District administrative staff and contributing to the efficient management of District's AP/AR processes.
29. Working collaboratively with District Administrative Project Manager and General Manager, to track and prepare aggregate and project level financial reporting on capital projects and contracts to monitor budget status of completion and change orders during all phases of the planning, design and construction of capital projects, financial management and reporting.
30. Review contracts for outside services including engineering, hydrology, legal, project management and operations and management services for compliance with the Procurement Code and monitor contracts to ensure limits are not exceeded.
31. Support RFB, RFQ and RFP processes, in particular, the cost-based evaluation portions of RFP evaluations.

### **II. PROGRESS AND COMPLETION**

Project and task time limits agreed to by the Contractor and the Treasurer are of the essence.

The Contractor must promptly notify the Treasurer in writing of any conditions that may affect the performance of this Contract.

EAWSD must make decisions and carry out its other responsibilities in a timely manner so as not to delay the Contractor's performance of work under this Contract.

### **III. COMPENSATION**

EAWSD must pay Contractor in full payment for services rendered as invoiced by Contractor on a monthly basis, plus applicable NM gross receipts tax. Contractor may include such gross receipts taxes as a specific line item in Contractor's invoices to the District, and the District will compensate Contractor for such taxes duly invoiced in accordance with the rate applicable to Contractor's place of business.

Contractor must provide a listing of each, and all tasks and services conducted in the billing period on an hourly and fraction of an hour basis, by service type and referencing the attached Rate Schedule.

In addition, the District will compensate the Contractor for costs reasonably incurred, with the prior approval of the District, in the conduct of District business, including mileage at the then-current IRS rates, in accordance with applicable District policies.

EAWSD must notify the Contractor of any disputed amounts in the invoices within fourteen (14) calendar days of receipt. If EAWSD contests an invoice, EAWSD may withhold only that portion so contested, and must pay the undisputed portion. The Contractor and EAWSD's General Manager must first attempt to resolve the disputed amount in the invoice in good faith. If the parties are unable to resolve the dispute through good-faith negotiation, the parties must, prior to filing any legal action regarding any contested invoice, first submit the matter to mediation by a mutually agreeable mediator and must split any mediation fees required by such a mediator. The parties must be solely responsible for any legal fees incurred in relation to the resolution of any contested invoice.

Final payment under this Contract or settlement upon termination of this Contract must not constitute a waiver of EAWSD's claims against the Contractor under this Contract.

### **IV. TERM**

This Contract must not become effective or binding until approved by the District's Board of Directors.

The term of this Contract must be for four years, beginning **July 1, 2024, and ending June 30, 2028.**

## **V. TERMINATION**

1. This Contract must be immediately terminable by EAWSD in the event that the Contractor fails to fulfill its obligations under the Contract through no fault of EAWSD.
2. This Contract may be terminated in whole or in part in writing by the District with or without fault upon:
  - a. not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) by EAWSD of intent to terminate, and by the Contractor upon not less than ninety (90) days, and
  - b. after the terminated party has had an opportunity for consultation with the terminating party prior to termination.

Upon receipt of a termination action under paragraph V.2.a above, the Contractor must (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to EAWSD all data, reports, and such other information and materials as may have been accumulated by the Contractor in performing this Contract, whether completed or in process.

## **VI. RELEASE OF FINAL PAYMENT**

The Contractor, upon final payment of the amounts due under this Contract, must release the EAWSD, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

## **VII. AUDIT ACCESS TO RECORDS**

Contractor must maintain books, records, documents and other evidence directly pertinent to performance of work performed for the District under this procurement in accordance with generally accepted accounting practices. Contractor must also maintain the financial information and data used in the preparation or support of any cost submission. The District or its authorized representatives must have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours both before and after payment, and Contractor must provide proper facilities for such access.

## **VIII. RECORDS MANAGEMENT**

Contractor is required to make and preserve records which document the organization, functions, policies, decisions, procedures, and essential transactions of EAWSD. Contractor must also maintain the financial information and data used in the preparation or support of EAWSD budgets, grant applications, and other business activities.

All documents that the Contractor develops or acquires for EAWSD in the performance of this Contract must become the property of EAWSD and must be delivered to EAWSD no later than weekly, whether during the term of the Contract or at the conclusion thereof. Contractor must work with EAWSD administrative staff to assure that these records are properly stored and preserved, available for retrieval, and subject to approved EAWSD records management policies.

EAWSD or its authorized representatives must have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours both before and after payment.

## **IX. CONFIDENTIALITY**

Any information that the Contractor receives or develops in the performance of this Contract must be presumed to be and kept confidential, except as otherwise required by law, and the Contractor must not make such information available to any individual or organization without EAWSD's prior written approval.

## **X. CONFLICT OF INTEREST**

The Contractor warrants that it presently has no interest, and must not acquire any interest, directly or indirectly, that would conflict in any manner with the performance of services required under this Contract. In the event that a situation presenting a potential conflict of interest should arise, Contractor must promptly notify the General Manager and the President of the District, in writing, and the parties will determine what actions will be taken to resolve the conflict.

## **XI. INSURANCE, INDEMNIFICATION AND LIMITATION OF LIABILITY**

Insurance, Indemnification and Limitation of Liability under this Contract will be as follows:

1. The Contractor agrees to defend, indemnify, and hold harmless EAWSD and its officers and employees from and against all suits, actions, or claims of any character brought because of any injury or damage claimed, received or sustained by any person, persons or property arising out of or resulting from the negligence or other tortious conduct of the Contractor, its employees, its subcontractors, subcontractors' employees or agents, or other personnel under Contractor's supervision and control, or if caused by the actions of any client of Contractor resulting in injury or damage to persons or property during the time when Contractor or any officer, agent, employee, servant or subcontractor or other personnel thereof has performed or is performing services pursuant to this Contract. In the event that any action, suit or proceeding related to the Contract performed by Contractor or any officer, agent, employee, servant or subcontractor or other personnel under this Contract is brought against Contractor, Contractor must, as soon as practicable, but no later than two (2) days after it receives notice thereof, notify, by certified mail, the General Manager of EAWSD.
2. The District may require proof of insurability in the form of Professional Liability Insurance including Errors and Omission coverage, an insurance binder or a surety bond as evidence of protection from negligence or malfeasance of the Contractor.

## **XII. AMENDMENT**

This Contract must not be altered, changed or amended in any way except by an instrument in writing agreed upon and executed by the parties. No amendments can be effective or binding until approved by the EAWSD Board of Directors.

## **XIII. EQUAL OPPORTUNITY COMPLIANCE**

The Contractor agrees to abide by all federal and state laws and regulations, including executive orders of the President of the United States and the Governor of the State of New Mexico, pertaining to equal employment opportunity, to the extent such laws, regulations and executive orders are applicable to this Contract. The Contractor must agree to ensure that no person in the United States will, on the grounds of race, color, national origin, sex, sexual preference, age or disability, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination in connection with any program performed under the Contract. If the Contractor is found not to be in compliance with such requirements in connection with the Contract, at any time during the life of the Contract, Contractor will be required to take appropriate steps to correct any and all deficiencies.

## **XIV. NOTICE REGARDING PROCUREMENT CODE VIOLATIONS**

The New Mexico Procurement Code, NMSA 1978, § 13-1-28 through §13-1-199, imposes civil and criminal penalties for violations thereof. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks in connection with any public procurement.

**XV. INDEPENDENT CONTRACTOR**

The selected Contractor must have the status of an independent contractor and not of employee(s) of EAWSD, and EAWSD will have no obligation to the Contractor except as set forth in this Contract.

The Contractor agrees not to purport to bind EAWSD to any obligation not assumed in this Contract by EAWSD, unless the Contractor has expressed written authority to do so, and then only within the strict limits of that authority.

**XVI. WORK PRODUCTS**

All documents that the Contractor develops or acquires for EAWSD in the performance of this Contract will become the property of EAWSD, and must be delivered to EAWSD promptly upon request, whether during the term of the Contract or at the conclusion thereof.

**XVII. MERGER**

This Contract incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Contract. No prior agreement or understanding, verbal or otherwise, of the parties or of their agents will be valid or enforceable unless embodied in this Contract.

**XVIII. GOVERNING LAW**

This Contract will be governed by the laws of the State of New Mexico.

**XIX. WAIVER**

No waiver of any breach of this Contract or any of the terms or conditions thereof will be held to be a waiver of any other or subsequent breach; nor will any waiver be valid or binding unless the same must be in writing and signed by the party alleged to have granted the waiver.

**XX. SUFFICIENT APPROPRIATION**

This Contract’s terms are contingent upon EAWSD having sufficient funding and authorization of the performance of this Contract in its budget. Notwithstanding the provisions of Articles IV. and V., above, if EAWSD does not have sufficient funding and authorizations, this Contract will terminate immediately upon EAWSD giving written notice to the Contractor. EAWSD’s decision whether sufficient appropriations or authorizations are available must be accepted by the Contractor as final.

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

**ELDORADO AREA WATER & SANITATION DISTRICT**

By: \_\_\_\_\_  
John Calzada, *President*

**CONTRACTOR**

\_\_\_\_\_  
By: \_\_\_\_\_



# ATTACHMENT C: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state district or local public body and subject to the competitive sealed proposal process must file this form with that state district 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 district or local public body will void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

The following definitions apply:

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

**"Campaign Contribution"** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to federal, 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(s) 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)

# ATTACHMENT D: PROPOSAL TRANSMITTAL LETTER

(Offeror Must Submit Without Alteration on Offeror's Letterhead)

DATE:

Steve King, Deputy General Manager  
Eldorado Area Water & Sanitation District (EAWSD)  
2 North Chamisa Drive, Suite A  
Santa Fe, NM 87508

SUBJECT: REQUEST FOR PROPOSALS TO PROVIDE FINANCIAL SERVICES

REFERENCE: EAWSD, Request for Proposals (RFP) #R24-03-01

Mr. King:

We have received, carefully examined and understand the referenced RFP documents and the subsequent RFP communications and all Addenda (including No.: through No.: ) issued thereto.

We have made all necessary inquiries concerning the services to be provided; have familiarized ourselves with the above-mentioned documents; and have satisfied ourselves as to the nature and location and the general and local conditions to be encountered in the performance of any contract to be issued as a result of the RFP.

We affirm that we accept the Conditions Governing the Procurement stated in Section III, Paragraph C.1 without qualification.

We affirm that we accept the Mandatory requirements stated in Section V and the Proposal Evaluation Criteria stated in Section VI.

Submitted, as directed in the RFP, for your consideration are:

- One (1) original and three (3) identical copies of our Professional Proposal (Binder 1).
- One (1) original and two (2) identical copies of our Cost Proposal (Binder 2 in a **sealed** envelope) and
- One (1) original and one (1) copy of supporting information (Binder 3, if applicable)

The Cost and Professional Services Proposals have been submitted in separate envelopes/binders as set forth in RFP N°. R-24-03-01. This offer will remain firm, valid and open to acceptance by the District for a period of one hundred twenty (120) days from the Proposal Submittal Date or ninety (90) days after receipt of the Best and Final Offer, if one is submitted.

We hereby certify that our Professional Services and Cost Proposals are fully in accordance with the RFP documents and Addenda thereto without exception or qualification.

The undersigned acknowledges receipt, understanding and full consideration of the Request for Proposal documents and the Addenda issued thereto as follows:

Addendum Nos.:

Date:

Signed on behalf of the Offeror by:

\_\_\_\_\_  
SIGNATORY: OFFICER OF COMPANY,  
Authorized to bind Company contractually

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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

TELEPHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NM CRS ID: \_\_\_\_\_

## ATTACHMENT E: COST RESPONSE FORM

The District prefers a fixed cost proposal. If any services are proposed to be computed as time and materials, list rates for all professional or other contractual services of Offeror that are proposed:

Rates for:	Hourly rate	Estimated Hours/Year
Accounting/General Ledger	\$	
Financial Consulting and Reporting Services	\$	
<b>Any other staff or subcontractor</b> whose time for work out of scope is to be billed on an hourly basis:		
	\$	
	\$	
	\$	
	\$	

All equipment or service costs of Offeror that will be billed to the District:

Additional Cost Category	Rate	Per Unit (e.g. per sheet, per minute)
Photocopy charges	\$	
Telephone charges	\$	
Postage & delivery charges	\$	
Research costs and fees	\$	
Mileage and per diem	\$	
Supply costs	\$	
Other:	\$	
	\$	
	\$	

All pass-through, overhead, administrative, markup or other charges that will be included in Offeror charges to the District are attached on supplementary pages, which are an integral part of this Cost Proposal.

GRT will be reimbursed. All other expenses submitted for reimbursement must be approved by the General Manager.

For services and other charges as stated above,

I \_\_\_\_\_ (Please Print) representing the firm of

\_\_\_\_\_ affirm that I have the authority to

contractually bind said firm, according to the Request for Proposals N°. R-24-03-01, issued March 22, 2024

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_

Title: \_\_\_\_\_

# ATTACHMENT F: NEW MEXICO PREFERENCE RESIDENT VETERANS CERTIFICATION

**Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).**

\_\_\_\_\_ (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 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 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 \$5M allowing me the 7% preference on this solicitation. 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 General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be 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 NMSA 1978, § 13-1-21 or 13-1-22, 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 amount 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 statements 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.*