

Request for Proposals

The Town of Bernalillo, Sandoval County will open Sealed Proposals at 10:00 am/pm, Monday, May 17, 2021, at the Town Council Chambers, 829 Camino Del Pueblo/PO Box 638, Bernalillo, NM 87004, or other designated area at the Town Offices; ON THE FOLLOWING:

Fiscal Year (FY): 2021, 2022, 2023 Annual Audit Services

Proposal Forms and Specifications may be obtained from the following location:

Town Clerk's Office at 829 Camino Del Pueblo, Bernalillo, NM 87004
Ida Fierro, Town Clerk 505-771-7128 ifierro@townofbernalillo.org

Mail proposals should be addressed to the Town Clerk's office at PO Box 638, Bernalillo, NM 87004; with the envelope marked: **2021, 2022, 2023 Annual Audit Services**
Opening No. **2021-01**; on the **lower left-hand corner of the submitted sealed envelope**. It shall be the responsibility of the Offeror to see that their proposal is delivered to the Town Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered (no electronic submissions will not be accepted). Proposals will be reviewed with possible negotiations to follow.

The Town of Bernalillo reserves the right to reject any/or all proposals submitted.

Opening No. 2021-01

Date Issued: April 28, 2021

Published:	<u>ABQ Journal</u>	<u>April 28, 2021</u>
	<u>Town Website</u>	<u>April 28, 2021</u>
	<u>Town Hall</u>	<u>April 28, 2021</u>
	<u>Bernalillo Post Office</u>	<u>April 28, 2021</u>

Offeror Information

Offeror: _____

Authorized Agent: _____

Address: _____

Telephone Number (_____) _____

Fax Number (_____) _____

Delivery: _____

State Purchasing Resident Certification No.: _____

New Mexico Contractors License No.: _____ (if applicable)

Service (S): **2021-2022-2023 Annual Audit Services**

The Town of Bernalillo has the right reject any or all proposals and to waive any technical irregularity in the form.

Affidavit For Filing With Competitive Proposal

STATE OF _____ }
}

COUNTY OF _____ }
}

I, _____ state under penalty of perjury that I am at least 18 years old, and am of the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Signature

Subscribed and sworn to before me, this _____ day of _____, 20_____.

(SEAL)

Notary Public Signature
My Commission Expires: _____

Standard Proposal Clauses

Awarded Proposal

Awarding of proposal shall be made to the responsible offeror whose proposal best meets the specification. The Town of Bernalillo reserves the right to reject any or all proposals submitted.

Timetable

Proposal pursuant to this request must be received at the Town Clerk's Office at 829 Camino del Pueblo Bernalillo, New Mexico, on or before: Wednesday, May 12, 2021; 11:00am. The opening will occur at the Council Chambers or other designated area at the Town Offices. Awarding of proposal is projected for Monday, May 24, 2021 at the Town Council Meeting. The successful offeror will be notified by mail.

Envelopes

Sealed proposal envelopes shall be clearly marked on the **lower left-hand corner**, identified by the **Proposal Name and Opening Number**. Failure to comply with this requirement may result in the rejection of the submitted proposal.

Bribery and Kickback

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-199 N.M.S.A. 1978) imposes a third-degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-24-1 and 30-24-2, N.M.S.A. 1978) states that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee, and it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, Section 30-41-1 through 30-41-3, N.M.S.A. 1978 state that it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks.

Responsibility of Offeror

At all times it shall be the responsibility of the offeror to see that their proposal is delivered to the Town Clerk by the Wednesday, May 12, 2021; 11:00am scheduled for the opening. If the mail or delivery of said proposal is delayed beyond the scheduled opening date and time set, this proposal will not be considered. No electronic submissions will not be accepted.

Non-Collusion

In signing of their proposal and affidavit the offeror certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition in connection with the submitted proposal.

Clarification of Proposal

Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the Town Clerk involved in the proposal request at least five (5) days prior to the scheduled proposal opening date. Any interpretations, corrections, or changes (not part of the negotiation stage) of said proposal specifications shall be made by "ADDENDUM" only, including any Opening Dates or Time Change. Interpretations, corrections, or changes of said proposal made in any other manner (before opening and negotiation stage) will not be binding and offeror shall not rely upon such interpretations, corrections, and changes.

Modification or Withdrawal Of Proposal

A proposal may not be withdrawn or cancelled by the offeror following the scheduled opening date and time; the offeror does so agree in submitting their proposal. Prior to the scheduled time and date of opening, proposals submitted early may be withdrawn but may not be re-submitted.

Application of Preference

Pursuant to (Section 13-1-21 and 13-1-22, N.M.S.A. 1978), any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their Certificate Number (issued by N.M. State Purchasing); with their proposal on the "Offeror Information/Affidavit" form.

Federal Tax Identification Number

Pursuant to IRS requirements, offerors shall provide their Federal Tax ID Number if offeror is incorporated. If offeror is a sole proprietorship or partnership, then shall provide their Social Security Number.

Federal Tax Id Number: _____

Social Security Number: _____

New Mexico Tax Identification Number

Payment may be withheld under Section 7-10-5, N.M.S.A. 1978 if you are subject to New Mexico Gross Receipts Tax and have not registered for New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

New Mexico (CRS) Tax Identification Number: _____

Campaign Contribution Disclosure Form

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

Special Notice

Proposals will be opened, and all submitted copies will be checked for accuracy of the Town of Bernalillo’s specific amount of copies requested. Any price or other factors of the submitted proposals will not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposals are not public record to other offerors or interested parties before the negotiation or awarding process.

The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

Negotiation

Pursuant to the Town of Bernalillo Purchasing Rules and Regulations (section 6.7); discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal. Negotiations of price will be done after all evaluation criteria have been met.

Contract

When the Town of Bernalillo issues a purchase order in response to an awarded proposal, a binding contract is created (unless a specific contract has been created).

Taxes

Bidder must pay all applicable taxes.

Note

If bidder is from outside the Town of Bernalillo, the successful bidder must pay Gross Receipts Tax in the Town of Bernalillo and obtain a Town of Bernalillo Business License.

If bidder is from within the Town of Bernalillo, the successful bidder must pay Gross Receipts Tax in the Town of Bernalillo and have current business license.

Date

Proposals pursuant to this request for Proposals must be received at the location on or before the date given in the advertisement.

Award of Contract

The award shall be made to the responsible offeror and/or offerors whose proposal is most advantageous to the Town of Bernalillo, taking into consideration the evaluation factor set forth in this request for proposals. The proposal will be ranked by a committee. It is anticipated that ranking will be completed by end of day Wednesday, May 5, 2021. After initial ranking of the proposals, at the Town's sole option, the Town may decide to interview the top two or three ranked offerors to develop final rankings or may consider the rankings based on the proposals as being final. The Town will undertake negotiations with the top rank offerors and will not negotiate with lower ranked offerors unless negotiations with higher ranked offerors have been unsuccessful and have been terminated. Recommendation of award will then be presented to Town of Bernalillo Governing Body at Council Meeting on Monday, May 24, 2021 at 6:30pm.

Cost

The Town will not pay for any costs associated with the preparation of submission.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By:

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

Title (Position)

INTRODUCTION

The Town of Bernalillo is requesting for proposals for independent public accountants (IPAs) to perform the annual financial and compliance audit of the agency's financial statements for the fiscal year ending June 30, 2021, 2022, and 2023, Pursuant to the Audit Act Section 12-6-3(A) NMSA 1978:

The financial affairs of every agency shall be thoroughly examined and audited each year by the State Auditor and personnel of his office designated by him or by independent auditors approved by him. The audits shall be conducted in accordance with generally accepted auditing standards.

The Town of Bernalillo invites audit firms approved by the NM Office of the State Auditor (offerors) to submit proposals in accordance with the outlined and specifications contained in this Request for Proposals (RFP). This RFP contains a specific request for information. In responding to this RFP, offerors are encouraged to provide any additional information they believe is relevant. This RFP is being issued pursuant to the New Mexico Procurement Code and be governed by its provisions.

1. PROPOSAL FORMAT

Proposals submission will include four (4) full copies and one (1) original (must state "original" on cover), all five (5) must be fully bound in the order provided below. The proposals must be at a minimum contain the following information in the order listed unless marked optional:

- a) Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary
- d) Response to Mandatory Specifications
- e) Complete Cost Response Form, consisting of the following cost breakdown:

	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>
Financial Statement Audit	\$ _____	\$ _____	\$ _____
Federal Single Audit	\$ _____	\$ _____	\$ _____
Financial Statement Preparation	\$ _____	\$ _____	\$ _____
Other non-audit services	\$ _____	\$ _____	\$ _____
Gross receipts tax	\$ _____	\$ _____	\$ _____
Total Compensation	\$ _____	\$ _____	\$ _____

- f) Response to Agency Terms and Conditions (Acceptance of Conditions forms)
- g) Offerors Additional Terms and conditions (optional)
- h) Other Supporting Material (optional)

2. SCOPE OF WORK (Included in Paragraph 25, of the audit contract, any expansion of scope)

A. The Contractor shall conduct a financial and compliance audit of the following applicable statements and schedules and the Agency for the periods FY 2021, FY 2022, and FY 2023:

- 1) Basic Financial Statements consisting of the government-wide financial statements, fund financial statements, budgetary comparison statements for the general fund and major special revenue funds (GASB 34 footnote 53), and the notes to the financial statements.
- 2) Required supplemental information (RSI), if applicable, consisting of budgetary comparison schedules for the general fund and major special revenue fund data presented on a fund, organization, or program structure basis because the budgetary information is not available on the GAAP fund structure basis for those funds (GASB statement No. 41 Budgetary Comparison Schedules-Perspective Differences an amendment of GASB statement No. 34) must be audited and included in the auditors opinion (AAG-SLV 14.52);
- 3) Supplemental Information (SI) that must be audited and included in the auditor's opinion (AAG-SLV14.52), if applicable, consisting of:
 - a) Combining financial statements
 - b) Remaining supplemental information on schedules as required by NMAC section 2.2.2.10A (2) (f).

B. The contractor shall apply certain limited procedures to the following required supplemental information (RSI), if applicable and report deficiencies in or the omission of required information in accordance with the requirements of AU-C 730.05 to 730.09:

- (1) The Management Discussion and Analysis (MD&A);
- (2) RSI data required by GASBS 67,68 and 74 for defined benefit pension plans; RSI Schedules required by GASBS 43 and 74 for post employment benefit plans other than pension plans and RSI schedules required by 45 and 75 requiring employer accounting and financial reporting for post employment benefits other than pensions: and
- (3) Schedules derived from asset management systems (GASB 34, paragraphs 132 to 133).

C. The audit shall be conducted in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, OMB Circular A-133 and *Requirements for Contracting and Conducting Governmental Audits* (NMAC Section 2.2.2.1, et seq).

3. DELIVERY AND REPRODUCTION

- A. In order to meet the delivery terms of this contract, the contractor shall provide timeline of PBC (provided by client) to meet the requirement of delivery of the following documents to the state auditor on or before **December 15**, and in accordance with NMAC Section 2.2.2.9:
- (1) An organized, bound and paginated hard copy of the Agency's audit report for review.
 - (2) A copy of the signed management representation letter provided to the IPA by the Agency as required by AU-C580;
 - (3) A Summary of Findings Form available at www.osanm.org
 - (4) A copy of the completed State Auditor Report Review Guide available at www.osanm.org;
- B. Reports postmarked by the Agency's due date will be considered received by the due date for purposes of NMAC Section 2.2.2.9. Unfinished or excessively deficient reports shall not satisfy this requirement; such reports will be rejected and returned to the Contractor and the State Auditor may take action in accordance with NMAC Section 2.2.2.13.C. if the State Auditor does not receive copies of the engagement letter, management representation letter, summary of findings form and completed Report Review Guide with the audit report or prior to submittal of the audit report the State Auditor will not consider the report submitted to the State Auditor.
- C. As soon as the Contractor becomes aware that circumstances exist that will make the Agency's audit report late, the Contractor shall immediately provide written notification of the situation to the State Auditor. The notification shall include an explanation regarding why the audit report will be late, when the IPA expects to submit the report and a concurring signature by the Agency. The State Auditor shall also notify the Agency's oversight agency, but confidential information shall be omitted from that notification.
- D. Pursuant to NMAC Section 2.2.2.10F, the Contractor shall prepare a written and dated engagement letter that identifies the specific responsibilities of the Contractor and the Agency. The contractor shall submit to the State Auditor a copy of the signed and dated engagement letter and a list of client prepared documents with expected delivery dates immediately upon request from the state auditor.
- E. After its review of the audit report pursuant to NMAC Section 2.2.2.13, the State Auditor shall authorize the Contractor to print and submit the final audit report. Within five business days from the date of the authorization to print and submit the final audit report, the Contractor shall provide the State Auditor with an electronic version of the audit report in PDF format. After the State Auditor officially releases the audit report of issuance of release letter, the Contractor shall deliver 12 copies of the audit report to the Agency. The Agency IPA shall insure that every member of the Agency's governing authority shall receive a copy of the report.
- F. The Agency, upon delivery of its audit report, shall submit the required copies of the data collection form, audit report and corrective action plan to the federal clearinghouse designated by the Office of Management and Budget and each federal awarding agency if the schedule of findings and questioned costs disclose audit findings directly related to federal awards.

4. MANDATORY SPECIFICATIONS

The failure of an offeror to meet mandatory specifications will result in disqualification of the proposal.

- a) Offeror Experience
- b) On-site Manager and Other on-site Personnel
- c) Resumes
- d) External Quality Control Review
- e) Technical Plan
- f) Complete Cost Response Form

5. EVALUATION OF PROPOSAL, RATING CRITERIA & AWARD

The Town reserves the right to conduct discussions with responsible offerors who submit acceptable or potentially acceptable proposals. Proposals may be accepted and evaluated without such discussion.

The responsible offeror whose proposal is most advantageous to the Town shall be selected to perform the services. Please see "Rating Criteria and Point Scale".

6. CONTRACT TERMS AND CONDITIONS

The contract used will be the State of New Mexico Audit Contract

- a) Scope of work- As defined in the NM Audit Contract
- b) Delivery and Reproduction-As defined in the NM Audit Contract
- c) Compensation-As agreed to by the Town and Contractor as approved by State Auditor
- d) Term-Effective on the date signed by the state auditor and extending for a period of one year, subject to annual extensions, if agreed to and approved by the State Auditor, up to 3 years total.
- e) Termination Breach and Remedies- As defined in the NM Audit Contract.
- f) Status of Contractor- The Contractor and his agents and employees are independent contractors performing professional services for the Town and are not employees of the Town. The Contractor and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of Town vehicles, or any other benefits afforded to employee of the Town (if any) by virtue of the contract.
- g) Assignment-The Contractor shall not assign or transfer any interest in the contract or assign any claims for money due or to become due under the contract.
- h) Subcontracting-As defined in the NM Audit Contract.
- i) Records and Audit- As defined in the NM Audit Contract.
- j) Release- As defined in the NM Audit Contract.
- k) Confidentiality- As defined in the NM Audit Contract.
- l) Product of Service-Copyright- As defined in the NM Audit Contract.
- m) Conflict of Interest- The Contractor shall warrant that he has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract. The contractor certifies that the requirements of the governmental conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.
- n) Independence- As defined in the NM Audit Contract.
- o) Amendment- The contract shall not be altered or amended except by an instrument in writing

executed by the parties and approved by the State Auditor. **The engagement letter and/ or any documentation included with the engagement letter shall not be interpreted to amend the contract.**

- p) Scope of Contract- As defined in the NM Audit Contract.
- q) Applicable Law- The contract shall be governed by the laws of the State of New Mexico.
- r) Agency Books and Records- As defined in the NM Audit Contract.
- s) Appropriations- As defined in the NM Audit Contract.
- t) Notice- As defined in the NM Audit Contract.
- u) Equal Opportunity Compliance- As defined in the NM Audit Contract.
- v) Working Papers- As defined in the NM Audit Contract.
- w) Engagement & Management Representation Letters- As defined in the NM Audit Contract.
- x) Designated on-site Staff- As defined in the NM Audit Contract.
- y) Other provisions- As defined in the NM Audit Contract.

7. PROTEST

Any bidder, offeror or contractor who is aggrieved in connection with the procurement may protest to the Town Clerk Office. The protest shall be submitted in writing 15 calendar days after the fact or occurrence giving rise thereto.

8. ACCEPTANCE OF CONDITIONS

NOTICE: TO BE A VALID PROPOSAL, PROPOSAL MUST BE SIGNED BELOW

The undersigned certifies that he/she has read and understood the following general conditions and that the firm represented accepts the conditions and submits the attached proposal in full compliance with the General Proposal Conditions.

Name of Firm

Telephone number

Mailing address of Firm

Fax Number

City, State and zip code

Signature of Owner, Partner, Officer or Authorized Agent

Date

9. TERM

The term of this agreement shall be for a period of one (1) year (FY 2021), subject to annual extensions (FY 2022 and FY 2023), if agreed to and approved by the State Auditor, up to three (3) year's total. Sixty (60) days prior to the end of each year of the agreement, The Town of Bernalillo may, without stating cause, give notice of its intention to terminate the contract.

a. Termination

This contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. The written notice referred herein need not set forth reasons for any such termination. By such termination neither party may nullify obligations already incurred prior to the date of termination. The notice requirement may be shortened only upon a written agreement by the two parties. However, should the Contractor default in the contract, the Town retains the ability to terminate this agreement immediately.

b. Timelines

All work shall be performed in a timely manner, as requested and must be complete for full submission to New Mexico State Auditor Office on December 15.

c. Communication

The contractor shall be required to update the Town of Bernalillo Governing Body of the status of any project.

d. Work Delay

The Town of Bernalillo retains a unilateral right to order, in writing, temporary delay of the work or delay of the performance of the work.

e. Assign ability

The Contractor shall not assign, sublet, or transfer their interests in this contract without the written agreement of the Town. If such an assignment is allowed, the Contractor shall be ultimately responsible to ensure that the work is performed satisfactorily.

f. Scope of Contract

This Contract incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter of this contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied in this contract.

g. Amendment

This contract shall not be altered, changed, or amended except by prior written agreement of the parties

and with the prior written approval of the State Auditor. Any amendments to this Contract shall comply with the Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.

h. Professional Standards

The contractor agrees to abide by and perform its duties in accordance with the ethics of its profession in all federal, state laws and municipal ordinances & regulations regulating the practice of auditing.

i. Authority to Bind the Town

The Contractor shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the Town, except such as shall be specifically authorized by the Town's representative, acting pursuant to authority granted by the Town.

j. Notices

Any notice required to be given under this contract shall be deemed sufficient if given in writing by mail or hand-delivery to the Town Clerk's office.

k. Subject to other Documents

This contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the Town of Bernalillo, New Mexico as they exist at the time that this contract is signed or as they are hereafter amended. All such statutes and ordinances are incorporated by reference into this agreement.

l. Conflict of Interest

The Contractor warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this contract.

m. Method of Payment

The Contractor shall submit itemized monthly statements of work performed as outlined herein. The Town will then make payment by the 15th of the following month.

n. Binding Effect

This contract shall be binding upon and shall insure to the benefit of the successors and assigns of the Town and the Contractor.

o. Indemnification

The Contractor will indemnify, keep and hold harmless the Town, its agents, officials, and employees, against all suits or claims that may be based on injury to persons or property that are a result of an error, omission, or negligent act of the Contractor or any person employed by or acting on behalf of Contractor.

p. Insurance

The contractor must at all time hold errors and omissions liability insurance of \$1,000,000.00 and list the Town of Bernalillo as an additional insured. Proof of Compliance with this insurance requirement is to be provided to the Town upon execution of this contact.

SECTION 00410
NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR

State of New Mexico)

County of _____)

I, _____ being first duty sworn, depose and say that:

- (1) He/she is the _____ of _____ the Bidder that has submitted the attach Bid.
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.
- (3) Such Bid is genuine and is not a collusive or sham Bid
- (4) Neither the said Bidder nor any of its partners, officers, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in anyway colluded, conspired, connived or agreed, directly or indirectly with any Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid or any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the Bid price of any other Bidder or to secure through any collusion, conspiracy or conveyance or unlawful agreement any advantage against the owner or any person interested in the proposal contract; and
- (5) The price or prices quoted in the attached Bid are fair and are not tainted by any collusion, conspiracy, conveyance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties of interest, including this affiant.

/s/ _____

Subscribed and sworn before me this _____ day of _____ 20__

NOTARY PUBLIC: _____ My Commission Expires: _____