

REQUEST FOR PROPOSALS (RFP)

Cobre Consolidated School District



Audit Services

RFP # 2026-05-26 AS Audit Services

Issue Date: May 26, 2026

Submission Deadline: June 11, 2026

Table of Contents

I.	INTRODUCTION	1
A.	PURPOSE OF THIS REQUEST FOR PROPOSALS	1
B.	SCOPE OF PROCUREMENT	1
C.	PROCUREMENT MANAGER.....	1
D.	DEFINITION OF TERMINOLOGY	2
II.	CONDITIONS GOVERNING THE PROCUREMENT	4
A.	SEQUENCE OF EVENTS	4
B.	EXPLANATION OF EVENTS.....	4
1.	Issuance of RFP	4
2.	Acknowledgement Form.....	4
3.	Deadline to Submit Written Questions	5
4.	Response to Written Questions.....	5
5.	Submission of Proposal.....	5
6.	Proposal Evaluation	5
7.	Selection of Finalists.....	6
8.	Contract Awards	6
9.	Protest Deadline	6
C.	GENERAL REQUIREMENTS	7
1.	Acceptance of Conditions Governing the Procurement.....	7
2.	Incurring Cost	7
3.	Prime Contractor Responsibility.....	7
4.	Subcontractors/Consent	7
5.	Amended Proposals	7
6.	Offeror's Rights to Withdraw Proposal	7
7.	Proposal Offer Firm	7
8.	Disclosure of Proposal Contents.....	8
9.	No Obligation.....	8
10.	Termination.....	8
11.	Sufficient Appropriation	8
12.	Legal Review	8
13.	Governing Law	9
14.	Basis for Proposal	9
15.	Contract Terms and Conditions	9
16.	Offeror's Terms and Conditions.....	9
17.	Contract Deviations	9
18.	Offeror Qualifications.....	9
19.	Right to Waive Minor Irregularities	9
20.	Change in Contractor Representatives.....	10
21.	Notice of Penalties	10
22.	Agency Rights.....	10
23.	Right to Publish.....	10
24.	Ownership of Proposals	10
25.	Confidentiality	10
26.	Electronic mail address required.....	10

27.	Use of Electronic Versions of this RFP	10
28.	New Mexico Employees Health Coverage	11
29.	Campaign Contribution Disclosure Form	11
30.	Disclosure Regarding Responsibility	11
31.	Conflict of Interest; Governmental Conduct Act	13
III.	RESPONSE FORMAT AND ORGANIZATION	13
A.	RESPONSES	13
B.	OFFEROR SHALL SUBMIT	13
C.	PROPOSAL FORMAT	13
1.	Proposal Content and Organization	13
2.	Completed Cost Response Form	14
3.	Letter of Transmittal	14
IV.	SPECIFICATIONS	15
A.	TECHNICAL SPECIFICATIONS	15
1.	Experience	15
2.	Business References	15
B.	BUSINESS SPECIFICATIONS	15
1.	Cost	15
2.	Resident Business or Resident Veterans Preference	15
3.	Letter of Transmittal Form	16
4.	Campaign Contribution Disclosure Form	16
5.	Employee Health Coverage Form	16
V.	EVALUATION	16
A.	EVALUATION POINT SUMMARY	16
A (1)	Organizational Experience (See Table 1)	16
A (2)	Organizational References (See Table 1)	16
A (3)	Organization and Presentation of Proposal (See Table 1)	17
B (1)	Cost (See Table 1)	17
B (2)	Resident Business or Resident Veterans Preference	17
B (3)	Letter of Transmittal (See Table 1)	17
B (4)	Campaign Contribution Disclosure Form (See Table 1)	17
B (5)	Employee Health Coverage Form (See Table 1)	17
C.	EVALUATION PROCESS	18
APPENDIX A.	.....	19
ACKNOWLEDGEMENT OF RECEIPT FORM	.....	20
APPENDIX B	.....	21
Campaign Contribution Disclosure Form	.....	22
APPENDIX C	.....	25
Sample Contract	.....	25
APPENDIX D	.....	26
COST RESPONSE FORM	.....	26
APPENDIX E	.....	27
New Mexico Employees Health Coverage Form	.....	27
APPENDIX F	.....	28
Letter of Transmittal Form	.....	29
APPENDIX G	.....	30

RFP # 2026-05-26 AS Audit Services REFERENCE QUESTIONNAIRE..... 31

APPENDIX H..... 34

Resident Veterans Preference Certification..... 35

I. INTRODUCTION

A. *PURPOSE OF THIS REQUEST FOR PROPOSALS*

The purpose of the Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations for the procurement for in-person professional audit services for Fiscal Year 2026 – 2027.

B. *SCOPE OF PROCUREMENT*

Cobre Consolidated Schools is accepting proposals for Audit Service. Proposals are being requested for the upcoming Fiscal Year 2026–2027. This proposal may be renewed for up to three (3) additional school years, for a total not to exceed four (4) years. Annual renewals are contingent upon approval by the District’s Board of Education.

- The audit shall be conducted in compliance with generally accepted auditing standards and the terms and conditions of the State of New Mexico Audit Contract incorporated herein by reference, the current **State of New Mexico Office of the State Auditor Audit Rule 2026 2.2.2 NMAC: Requirements for Contracting and Conducting Audits of Agencies**. The financial audit shall cover the entire financial entity.
- Per the Stat of New Mexico Office of the State Auditor Rule 2026 2.2.2 NMAC
Proposals for annual financial audits shall contain each of the following elements:
 - Financial Statement Audit
 - Federal Single Audit (if applicable)
 - Financial Statement Preparation
 - Other Non-Audit Services
- Audit reports shall meet deadlines as established by Cobre Consolidated School District and by the State Auditor. The entity is requiring the entire draft audit report including any audit finding is completed and submitted to the entity three (3) weeks prior to the due date established by the Office of the State Auditor.
- Preliminary work can begin prior to June 30 of the fiscal year and books will be ready for auditing by August 1 of the subsequent fiscal year.
- All progress payments will be in accordance with Section 2.2.2.8 subsection M of 2.2.2 NMAC Audit Rule 2026.
- Amount of travel and any other special conditions or requirements; travel costs included in contract sum.

C. *PROCUREMENT MANAGER*

1. The Cobre Consolidated School District has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Crystal Norero-Arellano, Chief Procurement Officer
Address: Cobre Consolidated School District
PO Box 1000
900A Central Avenue
Bayard, NM 88023

Telephone: (575) 537-4091
Fax: (575) 537-5455
Email: cnoreroarellano@cobreschools.org

2. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or evaluation committee members do not have the authority to respond on behalf of Cobre Consolidated School District.

D. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“Agency” means the Cobre Consolidated School District aka Cobre Schools.

“Award” means the final execution of the contract document.

“Business Hours” means 8:00 AM thru 4:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“Close of Business” means 4:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“Contract” means any agreement for the procurement of items of tangible personal property, services or construction.

“Contractor” means any business having a contract with a state agency or local public body.

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

“Desirable” – the terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor.

“Evaluation Committee” means a body appointed to perform the evaluation of Offerors’ proposals.

"Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

"Finalist" means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Hourly Rate" means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

"IT" means Information Technology.

"Mandatory" – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

"Minor Technical Irregularities" anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

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

"Procurement Officer" means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

"Procuring Agency" means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

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

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

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

"Staff" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

"State (the State)" means the State of New Mexico.

“State Agency” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	Procurement Officer	May 26, 2026
2. Acknowledgement Form	Procurement Officer	June 02, 2026
3. Written Questions	Potential Offerors	June 02, 2026
4. Response to Questions	Procurement Officer	June 03, 2026
5. Submission of Proposal	Potential Offerors	June 11, 2026
6. Proposal Evaluation	Evaluation Committee	June 12, 2026
7. Selection of Finalists	Evaluation Committee	June 12, 2026
8. Contract Award	Agency/Finalist Offerors	June 16, 2026
9. Protest Deadline	Agency	+15

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II, Paragraph A, above.

1. Issuance of RFP

This RFP is being issued on behalf of the Cobre Consolidated School District on May 26, 2026.

2. Acknowledgement Form

Potential Offerors may email the Acknowledgement of Receipt Form (APPENDIX B), to the Procurement Manager, Crystal Norero-Arellano, cnoreroarellano@cobreschools.org, to have their organization placed on the Procurement Distribution List. The form must be returned to the procurement manager by 4:00pm MST/MDT on June 02, 2026.

The Procurement Distribution List will be used for the distribution of written responses to questions, and/or any amendments to this RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this

RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library responses to written questions and any amendments to this RFP.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until June 02, 2026, at 4:00 p.m. Mountain Standard Time/Daylight Time as indicated in the Sequence of Events. All written questions must be addressed to the Procurement Manager. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to written questions will be distributed as indicated in the Sequence of Events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline.

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **4:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON Thursday, June 11, 2026**. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Full proposals must be submitted electronically to the Procurement Manager at the email address listed in Section I, Paragraph C1.

COBRE CONSOLIDATED SCHOOL DISTRICT

Subject Line: RFP # 2026-05-26 AS Audit Services

E-Mail: cnoreroarellano@cobreschools.org

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and

evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Selection of Finalists

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

The Evaluation Committee Report will be submitted to the Superintendent for recommendation to the Board. Notice of Intent to Award will be sent to the offeror selected.

Any Contractual agreement(s) resulting from this RFP, will be finalized with the most advantageous Offeror(s) as per schedule Section II, A Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the Agency Procurement office. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the Agency reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

8. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement Officer will submit contract for approval to the Cobre Board of Education as per the schedule in Section II, A Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Cobre Schools Board of Education, Superintendent, and Procurement Officer.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and Cobre Consolidated Schools taking into consideration the evaluation factors set forth in this RFP. **The most advantageous proposal may or may not have received the most points. Multiple vendors may be awarded.**

9. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 4:30 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Crystal Norero-Arellano, Chief Procurement Officer
PO Box 1000, Bayard, NM 88023

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential 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 potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a state agency which may derive from this RFP. The state agency hiring a vendor entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

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

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

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

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

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

- A. Proposals will be kept confidential until negotiations and award are completed by the Agency. 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 Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
 - 1. confidential financial information concerning the Offeror's organization;
 - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978.
 - 3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

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

9. No Obligation

This RFP in no manner obligates the Cobre Consolidated School District or the State of New Mexico to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency determines such action to be in the best interest of Cobre Consolidated School District and the State of New Mexico.

11. Sufficient Appropriation

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

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency. However, the contracting agency reserves the right to negotiate with any Offeror provisions in addition to those contained in this RFP (Sample Contract). The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions to contract terms and conditions in the RFP (Sample Contract). Exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

16. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is(are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

21. Notice of Penalties

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

22. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

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

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the Cobre Consolidated School District and the State of New Mexico.

25. Confidentiality

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

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

26. Electronic mail address required

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

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern.

28. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information
<http://insurenwnewmexico.state.nm.us/>.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

30. Disclosure Regarding Responsibility

- A. Any prospective Bidder/Offeror (hereafter Offeror) and any of its principals who seek to enter into a contract greater than twenty thousand dollars (\$20,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agree to disclose whether they, or any principal of their company:
 - 1. Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
 - 2. Have within a three-year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes related to the submission of offers; or commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property.
 - 3. Are presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with, commission of any of the offenses enumerated in paragraph B of this disclosure.

4. Have 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.
 1. Taxes are considered delinquent if both of the following criteria apply:
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 5. 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 Offeror shall provide immediate written notice to the Procurement Manager or Buyer if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when submitting 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 withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of an Offeror is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts. 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 Procurement Manager or Buyer. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the contractor from eligibility for future solicitations until such time

as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

31. Conflict of Interest; Governmental Conduct Act.

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies 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 or former state employee have been followed.

III. RESPONSE FORMAT AND ORGANIZATION

A. RESPONSES

Offerors shall submit only one completed proposal in response to RFP to be deemed responsive. (To include the copies as stated in "B")

B. OFFEROR SHALL SUBMIT

- One (1) electronic version/copy of the proposal containing the Technical Proposal.
- One (1) electronic version/copy of the Cost Proposal.
- All Confidential Information shall be clearly identified and segregated on the electronic version.

C. PROPOSAL FORMAT

All proposals must be submitted as a PDF file as follows:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal:

- a) Signed Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary
- d) Response to Specifications (**except cost information**)
- e) Response to Contract Terms and Conditions
- f) Offeror's Additional Terms and Conditions
- g) Signed Campaign Contribution Form
- h) Signed Employee Health Coverage Form
- i) Signed Affidavit pursuant to Governmental Conduct Act (If applicable)
- j) Resident Vendor or Resident Veteran Certificate (If applicable)
- k) Resident Veterans Preference Certification (If applicable)
- l) Conflict of Interest Affidavit (If applicable)
- m) Other Supporting Material (Optional)

Cost Proposal:

2. Completed Cost Response Form

Within each section of the proposal, Offerors should address the items in the order in which they appear in this RFP. **All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.**

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

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview 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.

3. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX F which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal **MUST**:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
 - a. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;
 - b. Acceptance of Section V of this RFP; and
 - c. Acknowledge receipt of any and all amendments to this RFP.
8. Be signed by the person identified in Paragraph 2 above.

IV. SPECIFICATIONS

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

A. TECHNICAL SPECIFICATIONS

1. Experience

Offerors **must**:

- (a) Provide a description of relevant experience providing Audit Services for public schools.

2. Business References

Offerors shall provide a minimum of three (3) references from similar services provided to educational institutions within the last three years. **Offerors are required to submit APPENDIX G, Reference Form, to the business references they list. The business references must submit the Reference Form directly to the designee described in Sec I Paragraph C.** It is the Offeror's responsibility to ensure the completed forms are received on or before the proposal submission deadline for inclusion in the evaluation process.

Business references that are not received, or are not complete, may adversely affect the vendor's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. Additionally, Cobre Schools reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Para C18.

Offerors shall submit the following Business Reference information as part of Offer:

- 2.1 Client name;
- 2.2 Description of units provided;
- 2.3 Dates of project(s) (starting and ending);

B. BUSINESS SPECIFICATIONS

1. Cost

Offerors must complete the Cost Response Form in APPENDIX D. All charges listed on APPENDIX D must be justified and evidence of need documented in the proposal.

2. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of 13-1-21 NMSA (as amended), Offerors must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form (APPENDIX H) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

3. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX F. The form **must** be completed and must be signed by the person authorized to obligate the company.

4. Campaign Contribution Disclosure Form

The Offeror **must** complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)

5. Employee Health Coverage Form

The Offeror **must** agree with the terms as indicated in APPENDIX E. The unaltered form **must** be completed, signed by the person authorized to obligate the Offeror's firm and submitted with Offeror's proposal.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Table 1: Evaluation Point Summary

Factor	Points Available
A Technical Specifications	50 A(1) – (4)
A(1) Organizational Experience	10
A(2) Organizational References	25
A(3) Organization and Presentation of Proposal	15
B Business Specifications	
B(1) Cost	50
B(2) Resident Business/Resident Veterans Preference	Yes/No
B(3) Letter Of Transmittal	Pass/Fail
B(4) Campaign Contribution Disclosure Form	Pass/Fail
B(5) Employee Health Coverage Form	Pass/Fail
TOTAL	100 points

1. A (1) Organizational Experience (See Table 1)

Points will be awarded based on relevant experience specifically with school districts. Points will also be awarded for how the Offeror has supplied expertise for similar contracts and to what extent their experience, expertise and knowledge;

A (2) Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions that will be asked of the references concerning the quality of the Offeror's services, the

timeliness of services, responsiveness to problems and complaints and the level of satisfaction with the Offeror's overall performance.

A (3) Organization and Presentation of Proposal (See Table 1)

Points will be awarded based on the thoroughness and clarity of the response, the breadth and depth of the engagements cited and the perceived validity of the response.

Points will also be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and.

B. EVALUATION FACTORS

1. B (1) Cost (See Table 1)

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

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{This Offeror's Bid}} \times \text{Available Award Points}$$

B (2) Resident Business or Resident Veterans Preference

Preference evaluation will be determined by:

A) Offerors' demonstration of qualification for preference (properly signed and submitted Preference form per Section IV, para-B.2. above) and then (after qualification for preference has been established),

B) Application of preference will be based upon the statutory guidance at 13-1-21 of NM State Procurement Code. Once the RFP is scored, the appropriate percent of preference will be applied.

B (3) Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

B (4) Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

B (5) Employee Health Coverage Form (See Table 1)

Pass/Fail only. No points assigned.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the State taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II, Paragraph B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

RFP # 2026-05-26 AS Audit Services

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than June 02, 2026, at 4:00 pm. E-mail is the preferred method of delivery. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

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

Address: Crystal Norero-Arellano, Chief Procurement Officer
Cobre Consolidated School District
PO Box 1000
900A Central Avenue
Bayard, NM 88023

Telephone: (575) 537-4091
Fax: (575) 537-5455
Email: cnoreroarellano@cobreschools.org

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Campaign Contribution Disclosure Form

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

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

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT 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 either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law,

daughter-in-law or son-in-law.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By:	_____
Relation to Prospective Contractor:	_____
Name of Applicable Public Official:	_____
Date Contribution(s) Made:	_____ _____
Amount(s) of Contribution(s)	_____ _____
Nature of Contribution(s)	_____ _____
Purpose of Contribution(s)	_____ _____

(Attach extra pages if necessary)

_____ Signature	_____ Date
_____ Title (position)	

—OR—

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

Signature

Date

Title (Position)

APPENDIX C

Sample Contract

(Will email as a separate document upon request)

APPENDIX D

COST RESPONSE FORM

Price list for service(s) \$ _____
includes all labor, materials, equipment, transportation, fees and taxes to provide the service(s)
described in Section I, para-B.

APPENDIX E

NEW MEXICO EMPLOYEES' HEALTH COVERAGE FORM

New Mexico Employees Health Coverage Form

1. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenemexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

Signature of Offeror: _____

Date _____

APPENDIX F

LETTER OF TRANSMITTAL FORM

APPENDIX F

Letter of Transmittal Form

RFP# _____

Offeror Name: _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. Identity (Name) and Mailing Address of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

____ No sub-contractors will be used in the performance of any resultant contract OR

____ The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. ____ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.

____ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

____ I acknowledge receipt of any and all amendments to this RFP.

_____, 2026
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX G

REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to: **Crystal Norero-Arellano, Chief Procurement Officer, PO Box 1000, Bayard, NM 88023** or cnoreroarellano@cobreschools.org by the RFP submission deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

RFP # 2026-05-26 AS Audit Services

REFERENCE QUESTIONNAIRE

FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the Cobre Consolidated School District via e-mail at:

Name: Crystal Norero-Arellano, Procurement Manager
Address: PO Box 1000
Bayard, NM 88023

Telephone: 575-537-4091
Fax: 575-537-5455
Email: cnoreroarellano@cobreschools.org

no later than June 11, 2026, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the Cobre Consolidated School District Procurement Manager listed above.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

COMMENTS:

7. With which aspect(s) of this vendor's services are you most satisfied?
COMMENTS:

8. With which aspect(s) of this vendor's services are you least satisfied?
COMMENTS:

9. Would you recommend this vendor's services to your organization again?
COMMENTS:

APPENDIX H

RESIDENT VETERANS' PREFERENCE CERTIFICATION

Resident Veterans Preference Certification

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

Please check one box only

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

"I agree to submit a report, or reports, to the State Purchasing Division of the 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 Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veteran's 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.