

REQUEST FOR PROPOSALS

Village of Ruidoso



RFP #2019-009P
Commodity Code# 946-20

AUDIT SERVICES FOR FISCAL YEAR 2019

Contracting Agency:
Village of Ruidoso
313 Cree Meadows Dr.
Ruidoso, NM 88345

Telephone: 575-257-2721

Date: April 12, 2019
Proposal Due Date: May 2, 2019

Procurement Agent
Billy Randolph
Purchasing Agent

Audit Services for Fiscal Years 2019

RFP #2019-009P

April 12, 2019

Proposal Due Date: 3:00 pm local time on Thursday May 2, 2019

ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgment of receipt of the **RFP #2019-009P/ Commodity Code# 946-20** the undersigned agrees that he/she has received a complete copy, beginning with the title page for a total of 20 pages.

The acknowledgment of the receipt should be signed and returned to the Village of Ruidoso no later than **April 18, 2019**. Only potential Offerors who elect to return this form will receive copies of all future communications relating to and including amendments to **RFP #2019-009P/ Commodity Code# 946-20** if issued.

OFFEROR: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO: _____

EMAIL: _____ FAX NO: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to document **RFP #2019-009P/ Commodity Cod# 946-20.**

Offeror **does/does not (circle one)** intend to respond to Audit Services for Fiscal Year 2019 Year **RFP #2019-009P/ Commodity Code# 946-20.**

If offeror does not intend to reply, please give a brief reason for not responding.

Return to:

Billy Randolph
Purchasing Agent
Village of Ruidoso
313 Cree Meadows Dr.
Ruidoso, NM 88345

PHONE: 575/257-2721
FAX: 575/257-2628

Faxed or emailed copies of this form will be accepted.

REQUEST FOR PROPOSAL

The Village of Ruidoso (the Village) is requesting competitive sealed proposals for **Audit Services for Fiscal Year 2019**. Sealed Proposals will be received by the **Village of Ruidoso, 313 Cree Meadows Dr., Ruidoso, NM 88345** for **RFP #2019-009P/Commodity Code# 946-20**.

Proposals will be received at the Village of Ruidoso Purchasing Department, c/o **Billy Randolph, 311 Center St., Ruidoso, NM 88345** until **3:00 p.m. local time, Thursday May 2, 2019**. Submitted proposals shall not be publicly opened. Any proposals received after the stated closing time will be rejected and returned unopened. The fact that a proposal was dispatched will not be considered.

Interested bidders may secure a copy of the bid at the Village of Ruidoso web site (www.ruidoso-nm.gov) or the purchasing warehouse at 311 Center St. Ruidoso, NM by calling 575.257.2721.

The Village of Ruidoso reserves the right to reject any and/or all proposals and waive all informalities as deemed in the best interest of the Village.

Billy Randolph
Village of Ruidoso
Purchasing Agent

Newspaper	<u>Ruidoso News</u>	Publication Date:
Newspaper	<u>Albuquerque Sunday Journal</u>	Publication Date:
Newspaper	<u>Las Cruces Sun Times</u>	Publication Date:
Newspaper	<u>Alamogordo Daily News</u>	Publication Date:

[Note: This Notice is issued pursuant to the requirements of §13-1-104 NMSA 1978 and must be published not less than 10 calendar days prior to the date set for the receipt of proposals (§13-1-113) and published in a newspaper of general circulation in the area.

Village of Ruidoso
REQUEST FOR PROPOSALS
RFP #2019-009P/Commodity Code# 946-20

The Village requests qualification-based competitive sealed proposals for Audit Services for Fiscal Year 2019 to be delivered to the Village of Ruidoso Purchasing Department at 311 Center St., Ruidoso, NM on Thursday May 2, 2019 by 3:00 p.m., Mountain Time. The Proposal contents will not be read aloud. An evaluation committee will provide a recommendation for award to the Village Council based on the highest ranking offer in regard to specific criteria outlined in this Request for Proposals. The Village reserves the right to reject any proposal or any part thereof; to defer action on the request for proposals; to reject all proposals; to waive any technicalities or informalities in solicitation process and to accept the proposal which, in its judgment, is most advantageous to the Village of Ruidoso. All potential Offerors are encouraged to read this RFP carefully, especially mandatory requirements.

The purpose of this Request for Proposals (hereinafter "RFP") is a means to select an Offeror that results in the selection of the best qualified professional most suitable to the needs of the Village.

IMPORTANT:

The words **"SEALED PROPOSAL"** along with the **RFP NUMBER AND THE OFFEROR'S NAME AND ADDRESS** **MUST** appear clearly on the outside sealed envelope or package of all proposals.

IF THERE IS ANY PROBLEM REGARDING THE FOLLOWING PROPOSAL SPECIFICATIONS OR CONDITIONS THAT WOULD PREVENT YOU FROM SUBMITTING A PROPOSAL, CONTACT THE PURCHASING AGENT IMMEDIATELY FOR CLARIFICATION OR CONSIDERATION OF AN ADDENDUM.

Proposals may be mailed to: Village of Ruidoso
 Purchasing Agent
 313 Cree Meadows Dr.
 Ruidoso, NM 88345

or hand/courier-delivered to: Village of Ruidoso
 Purchasing Department
 311 Center St.
 Ruidoso, NM 88345

NOTE; WHEN SHIPPING OVERNIGHT DELIVERY, IT IS RECOMMENDED THAT SHIPMENT BE MADE 2 DAYS PRIOR TO DEADLINE IF POSSIBLE TO ENSURE DELIVERY. IT IS ALSO RECOMMENDED TO VERIFY DELIVERY PRIOR TO DEADLINE. Some of the delivery services do not guarantee Overnight priority delivery to the Village of Ruidoso. (There is no U.S. mail delivery to the Purchasing Department's physical address,) If the proposals are sent by mail to the Purchasing Department, the Offeror shall be responsible for actual delivery of the proposal to the Purchasing Department office before the advertised date and hour for the opening. Proposals which are delayed will not be considered and will be returned unopened.

Billy Randolph
Purchasing Agent
(575) 257-2721 Fax 575/257-2628
E-Mail: Billyrandolph@ruidoso-nm.gov

Village of Ruidoso
REQUEST FOR PROPOSALS RFP #2019-009P/Commodity Code# 946-20
Audit Services for Fiscal Years 2019
General Conditions

1. Until the final award by the Village of Ruidoso Council, the Village reserves the right to reject any or all submittals, to waive technicalities, to re-advertise or to otherwise proceed when the best interest of the Village will be realized. This procurement is governed by the New Mexico State Statutes 1978, Chapter 13, Public Purchases and Property. (§13-1-131, NMSA, 1978)
2. If there is any clarification, problem, ambiguity or question regarding this RFP, contact the Village of Ruidoso Purchasing Department at 575-257-2721 prior to the proposal opening. Clarifications and ambiguities will not be considered after the proposal opening. Answers provided regarding the bid specifications or RFP package **MUST** be answered by the Purchasing Agent or designee. Questions answered by any other person or Village official shall be considered completely non-applicable to the legal provisions of this Proposal, except as specifically authorized by the Purchasing Agent. Prior to, and after submittal of proposal, prospective Offerors shall not make contact with any official or staff member regarding this RFP, other than contact to obtain a copy of this RFP. The only approved contact shall be with the below referenced Purchasing and Village staff. Offerors making contact with any other Village official, evaluation committee member, or Village employees regarding this RFP may be disqualified. Questions and/or suggestions concerning this RFP may be directed to:

Billy Randolph – Purchasing Agent 575-257-2721
Judi Starkovich – Finance Director 575-258-4343 Ext 1015

3. All information contained in the proposal response must be legible. Any and all corrections and/or erasures must be initialed. Changes will not be permitted after the deadline for receipt. Proposals must be signed in ink by an authorized representative of the offeror and the required information must be provided. The contents of the proposal submitted by the successful offeror of the RFP will become public record upon award, and may become a part of any contract approved as a result of this solicitation. An Offeror may submit an amended proposal before the due date and time. Any amended proposal must be complete, as it will be substituted for the earlier proposal(s). Any amended proposal must be clearly identified as such in the transmittal letter.
4. A public log will be kept of the names of all Offerors who submit proposals. Pursuant to Section 13-1-116 NMSA 1978 of the Procurement Code, the contents of any proposal shall not be disclosed to competing Offerors during the negotiation process. The contents of the proposal submitted by the successful offeror will become public record upon award and may become a part of any contract approved as a result of this request for proposal. Proposals are subject to provisions of State Law relating to inspection of public records. Proposals will be kept confidential until a list of recommended Offerors is approved by the Village Council. Following that approval, all documents pertaining to this submittal will be open for public inspection, except material(s) previously designated by the Offeror as proprietary or confidential. The Village will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted the words “proprietary” or “confidential”. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §57-3A-1 to §57-3A-7 NMSA, 1978. It is not acceptable under the NM State Procurement Code to request that either the entire proposal or the proposed cost of services be kept confidential. Such materials must be readily separable from the submittal in order to facilitate eventual public inspection of the non-confidential portion. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Department shall examine the Offeror’s submittal and make a written determination specifying which portions of the proposal should be disclosed in accordance with applicable New Mexico law. Unless the offeror takes action to prevent the disclosure, the proposal may be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.
5. Any pages marked “PROPOSAL FORM” included in this request for proposals packet shall be completed and submitted as part of the proposal.
6. **Addendum:** A written or graphic instrument issued prior to the opening of Proposals which clarifies, corrects, or changes the Request for Proposals. Plural: addenda. Addenda will be mailed by certified mail with return receipt requested, by facsimile, email, or hand delivered to all who are known by the Contracting Agency to have received

a complete set of Request for Proposals. Copies of addenda will be made available for inspection wherever Request for Proposal is on file for that purpose. No Addenda will be issued later than 5 days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals. Verbal responses and/or representation are not acceptable.

- 7. Payment Terms:** For all purchases made by Purchase Order, payment shall be made net 30 days from invoice date after receipt of goods/services unless otherwise specified on bid form or as otherwise agreed by both parties. Payments shall be paid to Proposer on the condition that the Proposer has accomplished the services to the satisfaction of the Village. Any taxes (specifically including the New Mexico Gross Receipts Tax), licenses, or other governmental fees and charges, are the responsibility of the Proposer. Invoices shall provide detailed billing for services provided no later than ninety (90) calendar days after the date of services have been rendered. Invoices received after this time has elapsed may be considered null and void. The Village can pay up to 70% of full agreement, the remaining 30% will be paid upon the approval of the State Auditor's Office per NMAC 2.2.2 Section M(3). All invoices shall be submitted directly to the Village of Ruidoso Finance Department at 313 Cree Meadows Dr., Ruidoso, NM 88345.
- 8. Evaluation Committee:** Proposals will be reviewed by an Evaluation committee. Offerors who are deemed, on the basis of the selection criteria, fully qualified and best suited among those submitting proposals may be requested to participate in discussions or interviews regarding their proposals. Discussion may cover cost, methods of delivery, and other relevant factors. Offerors will be ranked on the basis of selection criteria and/or information presented during discussions/interview(s). A Recommendation will be taken before the Village of Ruidoso Council for award. Once awarded, negotiations will be conducted with the successful offeror. If a satisfactory agreement can be reached, the contract shall be awarded to the offeror. Otherwise, negotiations will either be conducted with each subsequent offeror until a satisfactory contract can be established or until the Village determines the cancellation of the process is in the best interest of the Village. Failure to submit requested information or documentation or the submission of incorrect information or documentation may result in disqualification of the proposal.
- 9. Indemnification:** The successful offeror expressly agrees to defend, indemnify and save harmless the Village of Ruidoso and its agents and employees from and against any and all claims, suits, demands, actions, or proceedings of every nature and description brought because of any injury or damage received or sustained by any person, person(s), or property arising out of the provision of goods or services pursuant to the RFP, or by reason of any act or omission, neglect or misconduct of the offeror, the agents, employees or subcontractors of the offeror or the agents or employees of any subcontractor of the offeror. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.
- 10. Commence Work:** The successful Offeror shall commence work only after the transmittal of a fully executed contract and/or after receiving other written notification to proceed from the Village of Ruidoso. The successful offeror will perform all services indicated in the proposal in compliance with the negotiated contract. The successful offeror must, in performance of work on this contract, agree to fully comply with all applicable federal, state and local laws, rules and regulations.
- 11. Modifications and Withdrawal of Proposals:** A proposal containing a mistake discovered before the proposal opening may be modified or withdrawn by an offeror. Modifications must be delivered in written form in a sealed envelope prior to the due date of the proposal. Withdrawals may be faxed to the Village of Ruidoso Purchasing department prior to the due date of the proposal. After the due date of the proposal, no modifications or withdrawal of proposal will be permitted.
- 12. Proposals Binding 60 days:** Unless otherwise specified all proposals submitted shall be binding for sixty (60) calendar days following the due date of the request for proposal, unless the offeror(s), upon request of the Purchasing Agent, agrees to an extension.
- 13. Equivalency:** The Village hereby reserves the right to approve as equivalent, or to reject as not being equivalent, any item the offeror proposes to furnish which contains variations from specification requirements but may comply substantially therewith. Such Decisions are strictly at the discretion of the Village. **Offerors shall list on a separate sheet of paper any variations from or exceptions to the conditions and specifications of this request for proposals. This sheet shall be labeled "Exception(s) to Specifications" and shall be included with proposal.**

- 14. Kickback Statement:** The State of New Mexico's Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for this violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks. As required by Section 13-1-191, NMSA, 1978, it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978); it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978); it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2), NMSA, 1978).
- 15. Non-Collusion:** In signing this bid or proposal, the Vendor certifies that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.
- 16. Non-discrimination:** Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, color, religion, creed, political ideas, sex, national origin, age, marital status or physical or mental disability except where such is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. By signing and submitting a proposal, vendor agrees to comply with this paragraph.
- 17. Equal Opportunity Employer:** The Village of Ruidoso is an affirmative action and equal opportunity employer. The Village does not discriminate on the basis of race, color, national origin, sex, age or handicap in its programs, activities, or employment. Persons seeking additional information about the Village of Ruidoso nondiscrimination policy should contact the Director of Human Resources, Village of Ruidoso, Ruidoso, NM 88345.
- 18. Assignment:** Responding offerors are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resulting agreement, its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the previous written approval of the Village of Ruidoso.
- 19. Independent Contractors:** The consultant and his agents and employees are independent Contractors and are not employees of the Contracting Agency. The Consultant and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of Contracting Agency vehicles, or any other benefits afforded to the employees of the Contracting Agency.
- 20. Subcontractors:** The Offeror shall not subcontract any portion of the services to be performed under this request for proposal without written approval from the "Village of Ruidoso.
- 21. Debarred or Suspended Contractors:** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the Contracting Agency and shall not be considered for award of the contract during the period for which it is debarred or suspended with the Contracting Agency.
- 22. Funding:** Award of the contract is contingent upon the budgeting and appropriation of funds for continuation of the professional services contemplated by this Request for Proposal.
- 23.** Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals (§13-1-82 NMSA 1978.)
- 24. Notice of award:** After award by the local governing body, a written notice of award shall be issued by the Contracting Agency after review and approval of the Proposal and related documents by the Contracting Agency with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).
- 25. Public Information:** The names of all businesses submitting proposals and the names of all businesses, if any, selected for interview shall be public information. After an award has been made, final ranking and overall evaluation

scores for all proposals shall become public information. (§13-1-120 NMSA 1978). Individual scores and rankings by each committee member shall be confidential to protect the integrity of the evaluation committee.

- 26. Technical Irregularities:** The Village of Ruidoso shall have the right to waive technical irregularities in the form of the Proposal of the Offeror which do not alter the quality or quantity of the services (§13-1-132 NMSA 1978).
- 27. Responsible Offeror:** If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror, a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror (□§13-1-133 NMSA 1978). Businesses which have not been selected shall be so notified in writing within twenty-one days after an award is made (§13-1-120 NMSA 1978).
- 28. Protests:** Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Contracting Agency's Purchasing Agent and the Chief Administrator/Clerk in accordance with the requirements of the Contracting Agency's Procurement Regulations and the state Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978). In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (§13-1-173 NMSA 1978). The Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (§13-1-174 NMSA 1978). The Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall: A. State the reasons for the action taken; and B. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).
- 29. Licenses:** Offeror shall maintain in current status all Federal, State and Local Licenses and permits required.
- 30.** Offerors shall have no claim against the Village for failure to obtain information made available by the Village which the Offeror could have remedied through the exercise of due diligence.
- 31. Signing of proposals:** The original proposal shall be executed by a duly authorized officer of the Offeror. In addition, the Offeror shall provide evidence, in the form of a duly adopted resolution of its governing body, of the capacity of the person signing the proposal to bind the Offeror should its proposal be accepted by the Village.
- 32. Notice of Contract Requirements binding on Offeror:** In submitting this proposal, the Offeror represents that the Offeror has familiarized himself with the nature and extent of the Request for Proposals dealing with federal, state and local requirements which are a part of these Request for Proposals. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services of the Project.
- 33. Rejection or Cancellation of Proposals:** This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the Contracting Agency. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).
- 34. Campaign Disclosure Form:** Pursuant to Chapter 81, Laws of 2006, any prospective contractor (CONTRACTOR or CONTRACTOR) seeking to enter into a contract with any state agency or local public body must file a Campaign Contribution Disclosure Form with that state agency or local public body. This form must be filed by the prospective contractor with their response to the request for proposals. 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.
- 35. Laws and Regulations:** This procurement shall be governed by, and construed and enforced in accordance with the laws, of the State of New Mexico and the laws, ordinances, rules and regulations of the Village of Ruidoso. The

Village also requires that all responses to this RFP, and any contracts that may arise as a result of this procurement, be in accordance with laws, ordinances, and regulations of the State of New Mexico and the Village of Ruidoso, New Mexico.

36. Term of Agreement: The term of this Agreement is for one year with an option to extend the Agreement for three (3) additional one year terms, not to exceed a total of four (4) years **Insurance:**

37. Certificate of insurance: The successful Bidder shall not commence any work under this agreement until all insurance required by this bid has been obtained and certificates evidencing its issuance have been submitted to and approved by the Village. Such policies shall stipulate that no coverage can be changed or canceled, unless the Village has had thirty (30) days prior notice in writing. Certificates of renewals or changes in policies shall be delivered to the Owner at least thirty (30) days prior to the expiration of the policy. The following insurance is required to be maintained in full force until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years.

a. Workmen's Compensation Insurance: The successful Bidder shall carry Workmen's Compensation and Employer's Liability Insurance in the form and in such amount as may be currently required to comply with the Labor Laws of the State of New Mexico.

b. Automobile Insurance: The successful Bidder shall carry and maintain during the life of the agreement: Comprehensive Automobile Bodily Injury Liability Insurance with-

- \$500,000 each person and
- \$1,000,000 each accident; together with

Property Damage Liability with Limits of-

- \$500,000 each accident and
- \$1,000,000 aggregate

Or successful Bidder may carry a policy with a combined single limit of \$1,000,000

This policy shall include all liability of the bidder arising from the operation of all self-owned motor vehicles used in the performance of the agreement; and shall also include a "non-ownership" provision covering the operation of motor vehicles not owned by the bidder, but used in the performance of the work.

d. Comprehensive General Liability:

- Bodily Injury: and Property Damage \$1,000,000
- Products/completed Operations \$1,000,000
- Umbrella policy \$5,000,000

This policy shall include Subcontractor's Liability coverage, protecting the Contractor and the Village against liability arising out of the activities of Subcontractors engaged by him in the performance of the work.

The following entities shall be named as additional insured on the General Contractor's and Subcontractors' Comprehensive General Liability, Umbrella:

- Village of Ruidoso, its officers and employees and agents

e. Subcontractor's Insurance: Each Subcontractor engaged by the Contractor to perform any of the work under the agreement shall comply with the foregoing insurance requirements stipulated under paragraphs a, b, c, and d with respect to his own operations; and Certificates of such insurance coverage shall be filed with the Village before commencing any work, as hereinbefore stipulated.

38. Resident Business Preference or Resident Veteran Business Preference:

Points will be awarded based on Offeror's ability to provide a copy of a current Resident Business certificate or Resident Veteran Business certificate. Neither the Resident Business Preference nor the Resident Veteran Business Preference can be awarded for any project/contract if it includes federal funds. The application for preference may be downloaded from <http://www.tax.newmexico.gov>.

a. Resident Business Preference

For the Offeror to receive a Resident Business Preference, the business shall submit, with this proposal, a copy of a valid Resident Business certificate issued by the New Mexico Taxation & Revenue Department.

Five (5) percent (%) of the total weight of all the factors used in evaluating the proposals may be awarded to an Offeror who qualifies as a Resident Business. These points are added to the total points received for the Evaluation Criteria.

b. Resident Veteran Business Preference

For the Offeror to receive a Resident Veteran Business Preference, the business shall complete, sign, and include with the proposal the attached certification form, along with a copy of a valid Resident Veteran Business Preference certificate issued by the New Mexico Taxation & Revenue Department.

Ten (10) percent (%) of the total weight of all the factors used in evaluating the proposals may be awarded to an Offeror who qualifies as a Resident Veteran Business with annual revenues of \$3M or less. These point will be added to the total points received for the criteria:

The Resident Veteran Business Preference is separate from the Resident Business Preference and is not cumulative with that preference. However, Resident Veteran Businesses can still receive the Resident Business Preference once the Resident Veteran Business Preference annual revenue cap is exceeded.

Example: An RFP has a total value of 100 points. Five proposals are received: one from a Resident Business with 5% preference, one from a Resident Veteran Business with 10% preference, and three non-resident businesses. The Resident Business would receive 5 points and the Resident Veteran Business would receive 10 points which would be added to their already evaluated scores, thereby making it possible for the highest score to be 110.

Veterans Preference Certification

_____ (Name of Business) hereby certifies the following in regard to application of the resident veteran preference to this formal request for proposals process:

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 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 \$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 ending 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 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 representation 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 unaward of the procurement involved if the statements are proven incorrect.

PROJECT DESCRIPTION:

The Village is requesting qualification-based competitive sealed proposals for an Independent Public Accountant (IPA) to perform the annual financial and compliance audit of the Village of Ruidoso for the Fiscal Year Ending June 30, 2019. The proposal submitted shall be for a multi-year proposal to provide services, not to exceed a term of three (3) years including all extensions and renewals. The term of the contract shall be one (1) year with the option to renew for two (2) successive one-year terms at the same price, terms, and conditions as stated on the original proposal. Exercising this option to extend must be by mutual agreement of both parties to the contract and with the approval of the NM State Auditor.

General Pertinent information:

The Village requests that you follow and refer to the Audit Rule, Section 2.2.2.8 NMAC, when submitting your proposal. Village staff will be available to assist in locating source documentation and making copies of documents necessary for audit working papers during regular business hours (8:00 am to 5:00 pm; Monday thru Friday). Village staff will prepare an audit file with adjusted ending balances and supporting documentation.

The Village has twenty-seven (27) funds, of which three (3) are associated with our utilities (water and sewer, wastewater, and solid waste). The Village will prepare a trial balance and all adjusting journal entries for all funds, using Pro FX Engagement Software. In addition, the Village will prepare its own financial statements, MD&A, supporting schedules, and footnotes. The Village would prefer control testing be completed shortly after year-end and testing of year-end balances in late September or October so that financials can be completed around mid-November.

The Village will be subject to Single Audit requirements in FY 2019, FY 2020, and possible FY 2021.

The IPA must be willing to sign the standard contract form required by the NM State Auditor's Office or their proposal will be considered unresponsive.

The IPA must have a firm profile on the NM State Auditor's Approved Audit Firms Listing or submit proof of compliance from the NM State Auditor.

SPECIFIC INFORMATION

AUDIT SCOPE

The Proposal must state that the audits will be conducted in accordance with:

1. Generally Accepted Government Auditing Standards (GAGAS) issued by the U.S. General Accounting Office, the most recent revision;
2. U.S. Auditing Standards – AICPA (clarified);
3. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance);
4. AICPA Audit and Accounting Guide, Government Auditing Standards and Single Audits, (AAG-GAS) latest edition;
5. AICPA Audit and Accounting Guide, State and Local Governments (AAG-SLV) latest edition; and
6. 2.2.2 NMAC, Requirements for Contracting and Conducting Audits of Agencies, latest edition.

AUDIT TIMETABLE AND REPORT DELIVERY DATE

To provide for minimum disruption in Village operations, the proposal should include the dates the audit team expects to be in Village offices so that the appropriate scheduling may be done by Village staff.

The proposal should specify a report delivery date. The Office of the State Auditor requires the completed report on or before December 15 of each year. The Village requests to have ten (10) copies of the report delivered upon release of the State Auditor each year. The Village estimates that the draft financial statements could be prepared by mid-November. To this end, the Village requests and will cooperate in interim test procedures to the extent allowed by the proposal's schedule.

PROPOSED FEE

1) Annual Audit: **FY 2019**

	Hours	Cost
A. Financial statement audit	_____	_____
B. Federal single audit	_____	_____
C. Financial statement review	_____	_____
D. Other Non-audit services	_____	_____
Subtotal	_____	_____
Gross Receipts Tax	_____	_____
TOTAL COMPENSATION	_____	_____

AUDIT STAFF AND EXPERIENCE

Indicate the name of the on-site manager and include a list of the names of staff personnel that would work on the audit. For each individual include the experience of specialization in municipal audits, attendance at continuing education seminars relating to municipalities as well as other types of continuing education.

QUALITY CONTROL REVIEWS

Include a copy of the most recent peer review results for your firm to include the letter of comments.

REFERENCES

Provide at least three (3) client references of previous audits performed within the last three (3) years.

STATEMENT OF CAPACITY

Include a certification that the signatory has the authority to bind the proposer.

OTHER INFORMATION

Include any other information important for the Village to consider in the evaluation of this proposal.

EVALUATION CRITERIA

Proposals will be evaluated on the criteria in accordance with the Office of the New Mexico State Auditor. A copy of the evaluation form is attached.

EVALUATION CRITERIA

PROPOSERS: Proposal must address each of the following criteria. Each proposal may be awarded points up to the amount listed.

	POSSIBLE POINTS	POINTS AWARDED
<p>1. WORK REQUIREMENT AND AUDIT APPROACH The Proposer shall provide specific methods and the proposer's approach to working with local government agencies. The Proposer shall show how the Proposer intends to perform the services requested and understands the needs of the Village. Auditor knowledge of Village needs and product to be delivered (10 pts) Sound technical plan and estimate of time to complete the audit (10 pts): Start Date: End Date: Total Hours Proposed:</p>	20	
<p>2. TECHNICAL EXPERIENCE The Proposer shall provide specific experience and expertise in providing required services working with local government agencies. Government audit experience of firm and on-site manager (20 pts) Audit Team Experience with Municipalities (15 pts) Attendance at continuing professional seminars or meetings on auditing, accounting, and regulations directly related to state and local government audits (5 pts)</p>	40	
<p>3. CABILITY OF FIRM The Proposer shall provide background and history of firm and resumes of assigned personnel and detailed record of successful contracts with contact name and telephone number of at least three (3) references that utilize the proposed services within the last three (3) years. Firm has resources to perform the type and size of audit required (5 pts) Results of references and Village's prior experience with firm (10 pts) Organization and completeness of proposal (5 pts)</p>	20	
<p>4. RESULTS OF THE FIRM'S PEER REVIEW AND EXTERNAL QULITY CONTROL REVIEWS The Proposer shall provide results of their last peer review including letters of comment. Opinion Received: Unmodified = 10 Modified = 5</p>	10	
TOTAL ALL SECTIONS		
<p>5. COST PROPOSAL Cost is to be evaluated ONLY upon completion of Part One for the top three (3) Proposers. $\frac{\text{Lowest Responsive Cost Proposal}}{\text{Proposer Cost Proposal}} \times 10 = \text{Points Awarded}$</p>	10	
In-State Resident Preference 5%		
In-State Veteran's Preference 10%		
TOTAL POINTS	100	

Proposals will be recommended by the administrative staff to the Village Council based solely on point ratings. It should be noted that the total fee is not the sole consideration and that the Village is not required to accept the lowest proposal fees

PROPOSED SCHEDULE (tentative dates)

Advertise Proposal	Friday, April 12, 2019
Proposal Due Date	Thursday, May 2, 2019
Deadline to submit additional questions	Tuesday April 23, 2019
Response (Addenda to written questions)	Wednesday 24, 2019
Evaluation Committee meeting	Sometime week of May 8, 2019
Send to State Auditor for review and approval	June 15, 2019
Award of proposal	June 14, 2019
Execute agreement	June 30, 2019
Beginning Date of Audit	July 1, 2019

FORM OF PROPOSALS

To facilitate comparison and evaluation, Offerors must follow the format outlined in this section. Failure of an Offeror to follow the required format may, at the sole discretion of the Village, result in the rejection of the submittal. Proposals shall contain concise written material and illustrations that enable a clear understanding and evaluation of the capabilities of the Offeror. Legibility, clarity, and completeness are essential. The Village, at its sole discretion, may reject any proposal which is unclear in any way.

A. Number of Responses

Only one proposal may be submitted by each individual entity for the one project, which is the subject of this RFP.

B. Number of Copies

Each Offeror may submit only one (1) original with six (6) copies

C. Proposal Format

The proposal must be limited in format and length. All proposals must be typewritten on Standard 8 ½" by 11" paper and placed with a binder with tabs delineating each section. Any sheets or pages included in the proposal, but not specifically excluded, as noted below – shall be counted towards the 20 page maximum.

Material excluded from the twenty (20) pages maximum count is limited to:

- Front Cover (blank on back side);
- Divider Pages
- Transmittal/Submittal letter;
- Tables of Contents page (one page maximum);
- Resumes
- Certificate (s) of insurance
- Campaign Contribution Disclosure Form (Include as Attachment A)
- Request for Taxpayer Information and Certification or W-9 form (Include as Attachment B)
- Back cover (blank on one side);

Divider pages are noted herein. The Evaluation Committee will score proposals based on these Sections. Reminder: Divider Pages do not count towards the 20-page maximum.

Proposals will be evaluated based on the following criteria

Section 1. Work Requirement and Audit Approach

Section 2 Technical Experience

Section 3 Capability of Firm

Section 4 Results of the firm's peer review and external quality control reviews.

Section 5 Cost Proposal

1. Proposal Organization - All pages shall be numbered except for those specifically excluded from the page count. All foldout pages shall be counted as two (2) pages and shall be numbered as such. Proposals shall be organized and tabbed in the same order as the evaluation criteria.

2. Submittal Letter – (One page maximum) each proposal must be accompanied by a submittal letter. The submittal letter shall identify the Offerors as follows:

- Identify the name and title of the person(s) authorized to contractually obligate the Offeror for the purpose of this RFP and the contract;
- Identify the names, titles, and telephone numbers, fax and e-mail address of persons to be contacted for clarification questions regarding this RFP;
- Explicitly acknowledge that there is no guarantee of any resultant work under this contract.
- Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II of this RFP and acceptance of the Standard Agreement between Owner and Engineer and compliance with all codes, regulations, facilities, PCD standards and requirements on laws that shall apply to this project.
- Be signed by a person authorized to contractually obligate the Offeror;
- Acknowledge receipt of any and all amendments to this RFP

3. Certificate(s) of Insurance Evidence of insurance should be included in the proposal in the form of a current Certificate of Insurance.

4. Campaign Contribution Disclosure Form – (Attachment A) a blank form is included at the end of this RFP. Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. Any prospective contractor must fill this form whether or not they, their family member, or their representative has made any contributions subject to disclosure.

5. Request for Taxpayer Information and Certification or W-9 form – (Attachment B) A blank form is included at the end of this RFP to be filled out with the information requested or a W-9 form can be attached.

Any proposal deemed non-conforming by the Evaluation Committee in regard to format will be considered non-responsive. Offerors shall contact the Purchasing Department to clarify any questions concerning format to submission.

PROPOSAL PROCESS

A. DUE DATE

Proposals shall be delivered in sealed envelopes or boxes and must be addressed to and received at:

Mr. Billy Randolph
Purchasing Department
Village of Ruidoso
311 Center St.
Ruidoso, NM 88345

No later than **3:00pm Thursday, May 2, 2019**. The Acknowledgment of Receipt Form (see page 2) must be completed, signed, and incorporated into the proposal. Envelopes or boxes should be clearly marked **RFP #2019-009P/Commodity Code# 946-20 Audit Services for Fiscal Years 2019**. Offerors are fully responsible for timely delivery of proposals. Any proposal received after the stated closing time will be returned unopened.

If sent by U.S. mail the address is:

Village of Ruidoso
Purchasing Dept.
313 Cree Meadows Drive
Ruidoso, New Mexico 88345

if hand delivered or sent by courier the physical address is

Village of Ruidoso
Purchasing Dept.
311 Center Street
Ruidoso, New Mexico 88345.

The Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Agent's office, including those submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or his designee and will be time stamped as received, which must be prior to the deadline. After the date established for receipt of proposals, a register of proposals will be prepared which includes the name of each Offeror, a description sufficient to identify the service, the names and addresses of the required witnesses and such other information as may be specified by the Purchasing Agent. Oral, telephonic, or telegraphic proposals are invalid and will not receive consideration.

This form must be completed and included as part of the proposal document.

PROPOSAL FORM

Statement of Non-Discrimination:

_____ does not discriminate on the basis of color, national origin, sex,
(Name if Company or Individual)
religion, age and disabled status in employment of the provision of services.

Signature

Date

Proposal Submitted by:

Name (Type or Print)

Signature

Title

Firm Name

Business Address

City/State/Zip

Telephone and Fax Number (s)

This form must be completed and included as part of the proposal document.

PROPOSAL FORM
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

PROPOSAL FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM (continued)

DISCLOSURE OF CONTRIBUTIONS to: **Elected Officials**

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Title (Position)

Date

—OR—

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

Signature

Title (Position)

Date

PROPOSAL FORM

<p>Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p> <p>Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p>Give Form to the requester. Do not send to the IRS.</p>
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<p>Print or type. See specific instructions on page 3.</p>	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any): _____</p> <p>Exemption from FATCA reporting code (if any): _____</p> <p><small>(Applies to account's maintenance records only.)</small></p> <p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p> <p>Requester's name and address (optional)</p>
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Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number to Give the Requester* for guidelines on whose number to enter.

Social security number										
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.