

CITY OF SANTA FE

"REQUEST FOR PROPOSALS"

**Voluntary Benefits:
Critical Illness
Universal Life
Legal Services
Permanent Whole Life**

RFP #15/27/P

PROPOSAL DUE:

February 27, 2015
2:00 P.M.
PURCHASING OFFICE
CITY OF SANTA FE
2651 SIRINGO ROAD
BUILDING "H" SANTA FE,
NEW MEXICO 87505

TABLE OF CONTENTS

Advertisement for proposals.....	1
Proposal schedule.....	2
Information to proponents.....	3
Special Conditions.....	8
Scope of services required.....	10
Submittal Requirements.....	20
Final evaluation for written proposals and interviews.....	23

Attachments:

1. Instructions Relating to Local Preference Certification Form
2. Local Preference Certification Form
3. Resident Veterans Preference
4. Sample Contract
5. Minimum Wage Ordinance

REQUEST FOR PROPOSALS

PROPOSAL NUMBER '15/27/P

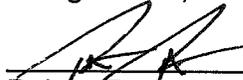
Proposals will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 2651 Siringo Road Building "H" Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, February 27, 2015.** Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

Critical Illness
Universal Life
Legal Services
Permanent Whole Life

The proponent's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful proponent will be required to conform to the Equal Opportunity Employment regulations.

Proposals may be held for sixty (60) days subject to action by the City. The City reserves the right to reject any of all proposals in part or in whole. Proposal packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H" Santa Fe, New Mexico, 87505, (505) 955-5711.



Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 01/21/15
To be published on: 01/27/15

Received by the Albuquerque Journal Newspaper on: 01/21/15
To be published on: 01/27/15

PROPOSAL SCHEDULE

RFP # '15/27/P

1. Advertisement January 27, 2015
2. Issuance of RFP'S: January 27, 2015
3. Pre-Proposal Meeting: February 13, 2015 at 9:00 a.m. – 12:00 p.m. 200 Lincoln Avenue Councilor's Conference Room
4. Deadline to respond to questions: February 13, 2015 at 5:00 p.m.
5. Receipt of proposals: February 27, 2015 at 2:00 p.m. local prevailing time.
Purchasing Office 2651
Siringo Road Bldg., "H"
Santa Fe, New Mexico
87505 (505) 955-5711
6. Evaluation of proposals: March 18, 2015
7. Interviews: March 25, 2015
8. Recommendation of award to Finance Committee: April 13, 2015
9. Recommendation of award to City Council: April 29, 2015

DATES OF CONSIDERATION BY FINANCE COMMITTEE AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

INFORMATION FOR PROPONENTS

1. RECEIPT OF PROPOSALS

The City of Santa Fe (herein called "City"), invites firms to submit one original and 10 copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, February 27, 2015.

The packets shall be submitted and addressed to the Purchasing Office, at 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico 87505. No late proposals will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the envelope should clearly indicate the following information:

Proposal number: '15/27/P

Title of the proposal: Voluntary Benefits: Critical Illness Universal Life Legal Services Permanent Whole Life

Name and address of the proponent:

Any proposal received after the time and date specified shall not be considered. No proposing firm may withdraw a proposal within 60 days after the actual date of the opening thereof.

2. PREPARATION OF PROPOSAL

Vendors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify your proposal. All information shall be given in ink or typewritten. Any corrections shall be initialed in ink by the person signing the proposal.

This request for proposal may be canceled or any and all proposals may be rejected in whole or in part, whenever the City of Santa Fe determines it is in the best interest of the city.

3. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal.

Every request for such interpretation should be in writing addressed to, Purchasing Officer, 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico, 87505 and to be

given consideration must be received at least (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be delivered to all prospective firms not later than three days prior to the date fixed for the receipt of the proposals. Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

4. LAWS AND REGULATIONS

The proposing firm's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the contract throughout. They will be deemed to be included in the contract the same as though herein written out in full.

5. METHOD OF AWARD

The proposal is to be awarded based on qualified proposals as per the enclosed rating system and at the discretion and consideration of the governing body of the City of Santa Fe. The selection committee may interview the top three rated proponents; however, contracts may be awarded without such interviews. At its discretion the city reserves the right to alter the membership or size of the selection committee. The City reserves the right to change the number of firms interviewed.

6. COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

7. RESIDENT, LOCAL OR VETERANS PREFERENCE

INTENT AND POLICY

The city recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses,

manufacturers and contractors from outside the State of New Mexico. The underlying policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP. Att'y Gen. No. 69-42). The city also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

With acknowledgment of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers and contractors that are within 5% of low bids received from out-of-state businesses, manufacturers and contractors (13-1-21 (A) -1-21 (F) and 13-4-2 (C) NMSA 1978).

To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

Thus it is recommended that in-state bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted.

For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico General Services Department-Purchasing Office. The process involves a short application and certification by the applicant of the information requested by the state resident preference statute. The certificate is generally issued immediately.

All resident preferences shall be verified through the State Purchasing Office. Applications for resident preference not confirmed by the state Purchasing Office will be rejected. The certification must be under the bidder's business name submitting the bid.

NON-APPLICATION-COMPETING IN-STATE BIDDERS

If the lowest responsive bid and the next responsive bids within 5% of the lowest bid, are all from the state of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state bidder in this situation, the bidders must meet the definition criteria of Chapter 13-1-21 (A)(1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the bid submitted, the city Purchasing Director may seek additional information of proof to verify that the business is a valid New Mexico business. If it is determined by the city Purchasing Director that the information is not factual and the low responsive bid is actually an out-of-state

bidder and not a New Mexico business, then the procedures in the previous section may be applied.

If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-resident" bidder, the award will be based taking into consideration the resident preference of 5%.

APPLICATION FOR LOCAL PREFERENCE

For the purposes of this section, the terms resident business and resident manufacturer shall be defined as set out in Section 13-1-21 NMSA 1978; the term local as applied to a business or manufacturer shall mean:

Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.

The PREFERENCE FACTOR for resident and local preferences applied to bids shall be .95 for resident and .90 for local. The preference for proposals shall be 1.10 for local.

New Mexico Resident Veteran Business Preference: New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a "resident veteran business". Certification by the NM Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue and the sworn affidavit attached hereto as Appendix E.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 7%, 8%, or 10% of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

The local preference or resident business preference is not cumulative with the resident veteran business preference.

Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting

score of that proposal receiving the preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to that proponent receiving the preference. If no proposals are received from proponents in the first category, or if the proposal receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of proposals listed to determine if a proponent qualifies for award.

Qualifications for Local Preference. The Central Purchasing Office shall have available a form to be completed by all bidders/proponents who desire to apply for the local preference as a local business. The completed form with the information certified by the offeror must be submitted by the bidders/proponents with their bid or proposal to qualify for this preference.

Limitation. No offeror shall receive more than a 10% for local preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

Exception. The City Council at their discretion can approve waiving the Local Preference requirements for specific projects or on a case by case basis if it is the City's best interest to do so.

8. PROTESTS AND RESOLUTIONS PROCEDURES

Any proponent, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) days and requirements regarding protest and resolution of protests are available from the Purchasing Office upon request.

SPECIAL CONDITIONS

1. GENERAL

When the City's Purchasing Officer issues a purchase order document in response to the vendor's bid, a binding contract is created.

2. ASSIGNMENT

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor from its obligations and liabilities under this order.

3. VARIATION IN SCOPE OF WORK

No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent, as specified elsewhere in the contract documents.

4. DISCOUNTS

Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.

5. TAXES

The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.

6. INVOICING

(A) The vendor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

(B) Invoice must be submitted to ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.

7. METHOD OF PAYMENT

Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

8. DEFAULT

The City reserves the right to cancel all or any part of this order without cost to the City if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. NON-DISCRIMINATION

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

10. NON-COLLUSION

In signing this bid or proposal, the vendor certifies they have not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

SCOPE OF SERVICES '15/27/P

1. Introduction

The City of Santa Fe is soliciting proposals from qualified insurers pertaining to a program to be offered on a voluntary basis for the City of Santa Fe's active employees, their spouses and dependent child(ren).

The City of Santa Fe is requesting proposals for voluntary insurance to be offered effective July 1, 2015 as part of their benefits program. These voluntary programs are:

1. Critical Illness
2. Universal Life
3. Legal Services
4. Permanent Whole Life

Note: Proposed benefit must not duplicate any current City sponsored employee benefits program.

The City will consider adding additional voluntary programs that would be of benefit to the employee.

Products and services offered through the award of this RFP are not part of the City employee benefits plan and will be purchased solely by the City employee without any contribution by the City. **Such insurance shall be offered only if at least ten percent (10%) of the employees elect to participate in a particular plan. If 10% participation is not met the program will not be implemented with the City.**

The City of Santa Fe may make a single or multiple awards for the same products or services if after review of the recommendations by the review committee it would be in the best interest of the City to do so.

The goal of this RFP is to provide the following capabilities and services to the City and its employees:

- Offer "Best in Class" Voluntary benefits
- Utilize experienced vendors/carriers to develop and manage the benefits program
- Coordinate the implementation process from setting timelines for tasks to arranging the payroll deduction interfaces
- Manage on-going program oversight and reporting
- Develop a communication and enrollment strategy that conforms to the City's requirements

- Establish efficient systems and procedures for record keeping and reporting and payroll deduction processes

2. Information and General Conditions

2.1 Signature

The proposal must be signed in the name of the TPA and/or Carrier and must bear the original signature of the person authorized to sign proposals on behalf of the TPA and/or Carrier.

2.2 Completion of Proposals

Proposals shall be completed in all respects as required by the instructions herein. A proposal will be rejected if, in the opinion of City of Santa Fe, the information contained was intended to erroneously and of fallaciously mislead City of Santa Fe in the evaluation of the proposal.

2.3 Cost of Preparation of Proposals

Costs for developing responses to this RFP are entirely the responsibility of the Proposers and shall not be chargeable to City of Santa Fe.

2.4 Evaluation Process

During the evaluation, validation and selection process, City of Santa Fe may request meetings with a Proposer's representative to request answers to specific questions or may request that they answer specific questions in writing. The City may require that the Proposers make presentations that are pertinent to the evaluation process.

2.5 Award of Contract

It is anticipated that award of the contract will be made within approximately sixty (60) days after the closing date for the Submission of Proposals. The City of Santa Fe reserves the right to revise the contract award date and also reserves the right to not award the contract.

2.6 Related Experience

All Proposers must submit information that indicates specific qualifications to complete the work to be done as defined herein. Each Proposer shall submit with their proposal a list of four (4) clients for whom similar work has been performed in the past four (4) years. The reference list shall include the names and addresses of the client, the name, title and telephone number of each client's cognizant manager, and the dates the work was performed. During the evaluation and selection process, City of Santa Fe may contact each of the referenced clients. Proposers are hereby advised that City of Santa Fe maintains the sole and exclusive right to determine whether or not the TPA can perform the work to be done.

2.7 Compliance with Laws

Proposers shall agree to comply with all applicable Federal, State and local laws, rules, regulations, ordinances, policies and procedures in the conduct of the program as specified herein.

2.8 Permits and Licenses

The Proposers, its employees and agents, shall be required to secure and maintain valid permits and licenses as required by law for the execution of services pursuant to this Proposal.

2.9 Professional Liability Coverage

Proposers shall provide proof of professional liability coverage.

2.10 Blanket Fidelity Bond

The Proposers shall be required to maintain a blanket fidelity bond in the amount not less than One Million Dollars (\$1,000,000) with an approved corporate surety covering any and all principals, officers and employees involved in the performance of the agreement.

2.11 Errors and Omissions Insurance

Proposers shall be required to maintain Errors and Omissions Insurance in an amount not less than One million fifty-thousand dollars (\$1,050,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. If the Proposers already have Errors and Omissions coverage, please specify: carrier, policy number, limits, and deductible and expiration date.

2.12 Proposals from Agents

Proposals from agents are not acceptable. All proposals must be submitted directly by the entity to be providing the services.

3. Statement of Work
Voluntary Benefits

The City of Santa Fe (City) is requesting proposals for the following voluntary benefits with a July 1, 2015 effective date:

- Critical Illness
- Universal Life
- Legal Services
- Permanent Whole Life

Such insurance shall be offered only if at least ten percent (10%) of the eligible employees elect to participate in a particular plan. If 10% participation is not met the program will not be implemented with the City.

There are approximately 1,513 employees. All regular employees working at least 20 hours per week are eligible for coverage the first of the month following their date of

hire. Eligible dependents include legally married spouse, domestic partner and dependent children to age 26.

These products and services offered to City employees as a result of an award of this RFP are not endorsed or recommended by the City and the City will receive no benefit or payment from any service provider that may be selected under this process and procedure other than reimbursement for costs incurred by the City.

1. Contractor will provide a ***local*** dedicated unit to address any issues brought up by the City and/or employees who signed up for the service or product.
2. The Contractor must provide quarterly reports to the City on the total number of enrolled employees and eligible dependents. All Participants must be listed by name and social security number.
3. The Contractor must provide information on the program to the City and to potential enrollees through the use of various communication methods including but not limited to in-person meetings, maintaining a website, maintaining a local telephone number and/or a 1-800 number, and at an annual presentations on program benefits as requested by the City.

Questions

- *Provide a detailed description of the product(s) you are offering as well as the costs. Please note any benefit/contract deviations from the current policies.*
- *How do you differentiate your product offering(s) from your competition?*
- *Provide a brief overview of your enrollment platform with a summary of the functionality. Indicate if the product was developed by your company or purchased. Concentrate specifically on providing a stand-alone Employee Self Service platform which includes Benefit Administration and Enrollment.*
- *Does your program have any minimum participation or minimum enrollment requirements?*
- *Provide a list of three (3) current clients and one (1) former client to include:*
 - a. Number of total eligible lives*
 - b. Voluntary benefit plans offered*
 - c. Enrollment platform utilized*
 - d. Call center support used*
 - e. How many years has this been a voluntary benefits client*
- *How many clients (employer groups) in the following categories do you serve?*
 - a. Self-service enrollment platform*
 - b. Placement of voluntary benefit plans*
 - c. Benefit enrollment communication services*

- *What is the average size (eligible lives) of your voluntary benefits clients?*
 - a. *Self-service enrollment platform*
 - b. *Placement of voluntary benefit plans*
 - c. *Benefit enrollment communication services*
- *How many lives constitute your largest client?*
- *Provide an organizational chart with accountability descriptions.*
- *Where will the service office responsible for the City account in the following areas be located?*
 - a. *Sales support*
 - b. *Administration (e.g., billing)*
 - c. *Contracts/compliance*
 - d. *Call center*
 - e. *Enrollment support*
 - f. *Technology and system support*
 - g. *Claims Support*
- *Provide a brief professional background of the individuals who will work with the City in the conversion, consulting and on-going Voluntary Benefits plan administration process and where they are located.*
- *What tools do you have available for benefit administrators to monitor and provide a smooth enrollment process for the company and its employees? Can you have multiple benefit administrators?*
- *Please describe your process for making up missed payroll deductions?*
- *Describe the process for notifying the City of premium changes. How much notice is provided?*
- *Describe the process for transferring an insured from the group plan to a direct-billed plan.*
- *Are there any circumstances in which a participant would not be eligible to retain coverage on an individual basis?*
- *What is the grace period for payment of premium?*
- *Is a toll-free customer service line available for participants? If yes, what are the hours of operation?*

- *The City has retained Aon Risk Solutions as its Broker/Consultant to prepare these specifications and analyze all proposals. Please provide your standard schedule for first year and renewal commissions when providing rate information.*

Critical Illness

- *Is your quote for a group basis or an individual basis?*
- *Please list the eligible participants (i.e. employees, spouses, domestic partners, dependent child(ren), etc.).*
- *Is there an age limit for employees enrolling? If yes, indicate the age limit.*
- *What is the age limit for dependents (spouses, domestic partners and children)?*
- *Describe any linkage requirements (i.e. must the employee enroll for the spouse, child to enroll)?*
- *Do you allow family members to continue coverage if the employee terminates coverage or employment? If yes, will family members continue to pay current rates?*
- *Define the catastrophic conditions that are covered. Provide you definition for each of the following and the % of benefit payable and whether condition is covered under base policy or through a rider.*
 - a. *Heart Attack*
 - b. *Stroke*
 - c. *End-stage Renal (Kidney) Failure*
 - d. *Invasive Cancer*
 - e. *Non-invasive Cancer*
 - f. *Skin Cancer*
 - g. *Coronary Artery Bypass (Bypass Surgery)?*
 - h. *Paralysis*
 - i. *Benign Brain Tumor*
 - j. *Coma*
 - k. *Blindness (Complete or Partial)*
 - l. *Loss of Hearing*
 - m. *Advanced Alzheimer’s Disease*
 - n. *Advanced Parkinson’s Disease*
 - o. *Occupational HIV*
 - p. *Cerebral Palsy*
 - q. *Cleft Lip or Palate*
 - r. *Cystic Fibrosis*
 - s. *Down Syndrome*
 - t. *Spinal Bifida*
- *Does your Critical Illness program allow the insured to collect benefits for more than one covered condition? If yes, what conditions are included and excluded? If yes, is*

the additional occurrence/multi-payout benefit subject to a waiting period (be specific)? If yes, is the additional occurrence/multi-payout benefit available as a rider or included in the base policy?

- *Does your program allow the insured to collect benefits more than once for a covered condition? If yes, what is the maximum number of instances where an insured can collect benefits for a condition that reoccurs? Are there any conditions that are excluded? Is the reoccurrence/second event benefit subject to a waiting period (be specific)? Is the reoccurrence/second event benefit available as a rider or included in the base policy?*
- *Is there a wellness/health screening rider available? Provide the benefit amounts available and a listing of what the rider covers, including any physician's wellness exam fees or preventive testing.*
- *Describe the pre-existing condition exclusion if applicable.*
- *Describe any underwriting requirements if applicable.*
- *Is coverage available on a guaranteed issue basis? If yes, what is the minimum/maximum GI amounts available (for employee, spouse, domestic partner, child(ren))?*
- *Explain the procedures for filing a claim.*
- *What is the average turnaround time for the approval/processing of a claim?*

Universal Life

- *Is your quote for a group basis or an individual basis?*
- *Please list the eligible participants (i.e. employees, spouses, domestic partners, dependent child(ren), etc.).*
- *Is there an age limit for employees enrolling? If yes, indicate the age limit.*
- *What is the age limit for dependents (spouses, domestic partners and children)?*
- *Describe any linkage requirements (i.e. must the employee enroll for the spouse, child to enroll)?*
- *Do you allow family members to continue coverage if the employee terminates coverage or employment? If yes, will family members continue to pay current rates?*
- *Is there waiver of premium due to disability? What is the waiting period?*
- *Is there an accelerated death benefit included in the policy? What is the benefit and how is it payable?*
- *Does the policy include an accidental death benefit?*
- *Does your policy offer a child term rider?*
- *Does your policy offer a spouse term rider?*
- *Does your policy offer a guaranteed purchase option? If yes, is it included in the policy or available as a rider? Is it an employee or employer elected options?*
- *Does your policy offer loans?*

- *What is your policy's current (non-guaranteed) interest rate?*
- *What is your policy's guaranteed interest rate?*
- *Are partial surrenders allowed? If yes, what are the penalties?*
- *Are withdrawals allowed? If yes, what are the penalties?*
- *What are the charges for a full policy surrender?*
- *Does your policy include a LTC rider? If yes, please address the following:*
 - a. *Is the benefit only available as a rider?*
 - b. *How/when are LTC benefits payable to the insured?*
 - c. *What is/are the benefit triggers?*
 - d. *What is the LTC benefit amount payable?*
 - e. *If paid, how does the LTC rider affect the policy death benefit?*
 - f. *Does your policy have a provision to restore the policy death benefit to its original amount after a certain period of time?*
 - g. *Are there any age restrictions to being eligible for the LTC rider?*
 - h. *Please provide details on any other benefit features that are included in your rider policy.*
 - i. *Does your program allow the insured to collect benefits for more than one LTC related occurrence?*
 - j. *Is there a waiting period before benefits are paid?*
- *Does coverage automatically terminate at a certain age (please provide details)?*
- *Does the policy's benefits automatically reduce at a certain age (please provide details)?*
- *Do rates increase due to age (please provide details)?*
- *Is there a waiver of premium provision (please provide details)?*
- *What are the eligibility ages for the employee, spouse, domestic partner and dependent children?*
- *What is the minimum and maximum policy face amount available for employees, spouses, domestic partners and dependent children?*
- *Is coverage age banded or available on a tiered rate basis? Please provide details.*
- *Describe the pre-existing condition exclusion if applicable.*
- *Describe any underwriting requirements if applicable.*
- *Is coverage available on a guaranteed issue basis? If yes, what is the minimum/maximum GI amounts available (for employee, spouse, domestic partner, child(ren))?*
- *Explain the procedures for filing a claim.*
- *What is the average turnaround time for the approval/processing of a claim?*

Legal Services

- *Is your quote for a group basis or an individual basis?*

- *Please list the eligible participants (i.e. employees, spouses, domestic partners, dependent child(ren), etc.).*
- *Is there an age limit for employees enrolling? If yes, indicate the age limit.*
- *What is the age limit for dependents (spouses, domestic partners and children)?*
- *Describe any linkage requirements (i.e. must the employee enroll for the spouse, child to enroll)?*
- *Do you allow family members to continue coverage if the employee terminates coverage or employment? If yes, will family members continue to pay current rates?*
- *List of legal services provided, if there are services provided at an additional cost.*
- *List of legal services excluded.*
- *Education information provided with plan?*
- *Any added benefits?*
- *Is there a separate in and out of network of attorneys?*

Permanent Whole Life

- *Is your quote for a group basis or an individual basis?*
- *Please list the eligible participants (i.e. employees, spouses, domestic partners, dependent child(ren), etc.).*
- *Is there an age limit for employees enrolling? If yes, indicate the age limit.*
- *What is the age limit for dependents (spouses, domestic partners and children)?*
- *Describe any linkage requirements (i.e. must the employee enroll for the spouse, child to enroll)?*
- *Do you allow family members to continue coverage if the employee terminates coverage or employment? If yes, will family members continue to pay current rates?*
- *Is there waiver of premium due to disability? What is the waiting period?*
- *Is there an accelerated death benefit included in the policy? What is the benefit and how is it payable?*
- *Does the policy include an accidental death benefit?*
- *Does your policy offer a child term rider?*
- *Does your policy offer a spouse term rider?*
- *Does your policy offer a guaranteed purchase option? If yes, is it included in the policy or available as a rider? Is it an employee or employer elected options?*
- *Does your policy offer loans?*
- *What is your policy's current (non-guaranteed) interest rate?*
- *What is your policy's guaranteed interest rate?*
- *Are partial surrenders allowed? If yes, what are the penalties?*
- *Are withdrawals allowed? If yes, what are the penalties?*
- *What are the charges for a full policy surrender?*
- *Does your policy include a LTC rider? If yes, please address the following:*

- k. *Is the benefit only available as a rider?*
 - l. *How/when are LTC benefits payable to the insured?*
 - m. *What is/are the benefit triggers?*
 - n. *What is the LTC benefit amount payable?*
 - o. *If paid, how does the LTC rider affect the policy death benefit?*
 - p. *Does your policy have a provision to restore the policy death benefit to its original amount after a certain period of time?*
 - q. *Are there any age restrictions to being eligible for the LTC rider?*
 - r. *Please provide details on any other benefit features that are included in your rider policy.*
 - s. *Does your program allow the insured to collect benefits for more than one LTC related occurrence?*
 - t. *Is there a waiting period before benefits are paid?*
- *Does coverage automatically terminate at a certain age (please provide details)?*
 - *Does the policy's benefits automatically reduce at a certain age (please provide details)?*
 - *Do rates increase due to age (please provide details)?*
 - *Is there a waiver of premium provision (please provide details)?*
 - *What are the eligibility ages for the employee, spouse, domestic partner and dependent children?*
 - *What is the minimum and maximum policy face amount available for employees, spouses, domestic partners and dependent children?*
 - *Is coverage age banded or available on a tiered rate basis? Please provide details.*
 - *Describe the pre-existing condition exclusion if applicable.*
 - *Describe any underwriting requirements if applicable.*
 - *Is coverage available on a guaranteed issue basis? If yes, what is the minimum/maximum GI amounts available (for employee, spouse, domestic partner, child(ren))?*
 - *Explain the procedures for filing a claim.*
 - *What is the average turnaround time for the approval/processing of a claim?*

4. General Requirements and Payment of Administrative Fee

4.1 General Requirements

Proposers shall be a recognized administrator licensed to do such business in the State of New Mexico. A copy of the New Mexico license shall be provided by the Dental Plan Administrator prior to execution of the Agreement. Proposers shall also have a City of Santa Fe business license and a New Mexico Taxation and Revenue CRS number.

5. Proposal Response Requirement

5.1 General

Each Proposer shall complete this portion of the Request for Proposals by discussing each item in the order presented. Responses to this Section will be analyzed by City of Santa Fe to determine the recommendations of the successful Proposer. Responses must be legible, clear, accurate, complete, and must be signed by an authorized representative of the Proposer.

5.2. Title Page

Indicate the name of the firm, the local address, the name of the firm's contact person, the telephone and FAX numbers of the contact person and the date.

5.3 Table of Contents

Include a clear identification of the material submitted by your firm by section and by page number.

5.4 Profile of Firm

- A. State whether your firm is local, regional, national or international. Include information on any affiliations and/or subsidiaries.
- B. State the location of the offices from which the work will be done if your firm is awarded the contract, the number of partners, managers, seniors, supervisors and other professional staff employed by these offices.
- C. Describe the range of activities performed by the offices from which the work will be performed (i.e., insurance sales, administration of other types of programs, general management services.)

5.5 Proposers Staffing and Qualifications

- A. Indicate the name of the person who will manage the administration activities as specified in this RFP. Provide a brief resume of the manager's background training and experience. Specifically discuss the individual's experience in managing a claims administration program of the size and scope of the program described herein.
- B. Indicate the names of claims supervisors who will be assigned to City of Santa Fe's program. Include a brief resume of each individual's background training and experience. Indicate whether the supervisors are licensed by the State.

5.6 Personnel / Account Maintenance

The proposer shall list the names of the personnel who will be performing the work for the City and include a copy of their resumes and areas of responsibility they will assume in the overall implementation of this service.

5.7 Standard Agreement

Include a copy of your firm's standard Agreement. This RFP shall become part of an approved contract as an appendix.

5.8 Vendor Response Forms

Complete forms provided.

ADDITIONAL REQUIREMENTS

I. POLICY TERMINATION

The agreement may be terminated by either party with or without cause, subject to a 90-day notice.

II. SUBROGATION

Please describe in detail (on a separate sheet) the fee basis for subrogation recovery activities when applicable (percentage of recovery not acceptable).

III. FINANCIAL STATEMENT

Proposers are required to provide current financial statements as part of this proposal.

IV. EXCEPTIONS

Describe in detail services offered which do not meet or exceed the requirements of these specifications (use separate sheet).

Please provide a list of four (4) clients for whom your firm has provided administration services in the past two (2) years.

VI. CLAIMS SERVICE AGREEMENT

Please provide a proposed Third Party Administrator Claims Service Agreement incorporating the terms listed herein for a term of four (4) years beginning July 1, 2015

**EVALUATION CRITERIA
&
WEIGHTED VALUES**

EVALUATION COMMITTEE MEMBERS:

Human Resources Department Director or representative
 City of Santa Fe Group Insurance Advisory Committee Members
 Representative(s) from AON Risk Solutions
 City of SF Purchasing Director

At its discretion, the City reserves the right to alter the membership and size of the committee.

Scores of the evaluation committee members will be totaled to determine the top rated firms.

If interviews are conducted for the top three rated firms, those scores totaled from the evaluation committee members from the interview evaluations will determine the final top rated firm, unless other tangible extenuating circumstances are documented.

Unless noted elsewhere in this RFP, the same evaluation form will be used to separate the interview scores.

Proposal Criteria	Weighted Value	Score 1-5	Evaluation Pts	Maximum Score
Pricing	20% x			100
Dedicated Local Service Team	20% x			100
Vendor and Staff Expertise	10%			50
Ease of Administration	10%			50
Overall value of benefit offering	30% x			150
Total				450
Evaluation Points	1-lowest	5-highest		

INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM

1. **All information must be provided.** A 10% local preference may be available for this procurement. To qualify for this preference, an offeror **must** complete and submit **the local preference certification form with its offer**. If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. **The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.**
2. **Local Preference precedence over State Preference:** The Local Preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined that the local preference applies to one or more offerors in any solicitation, the State Resident Preference will not be applied to any offers.
3. **Principal Office and location must be stated:** To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. **DO NOT** use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.
4. **Subcontractors do not qualify:** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subcontractor may not qualify on behalf of a prime contractor.
5. **Definition:** The following definition applies to this preference.

A local business is an entity with its Principal office and place of business located in Santa Fe County.

A Principal office is defined as: The main or home office of the business as identified in tax returns, business licenses and other official business documents. A Principal office is the primary location where the business conducts its daily operations, for the general public, if applicable. A temporary location or movable property, or one that is established to oversee a City of Santa Fe project does not qualify as a Principal office.

Additional Documentation: If requested a business will be required to provide, within 3 working days of the request, documentation to substantiate the information provided on the form. Any business which must be registered under state law must be able to show that it is a business entity in good standing if so requested.

LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: _____

Business Name: _____

Principal Office: _____
Street Address City State Zip Code

City of Santa Fe Business License # _____ (Attach Copy to this Form)

Date Principal Office was established: _____ (Established date must be six months before date of Publication of this RFP or RFB).

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this Form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City of Santa Fe, will provide within 3 working days of receipt of notice, the necessary documents to substantiate the information provided on this Form.

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ Date: _____

Subscribed and sworn before me by _____ this _____, day of _____

My commission expires _____

Notary Public

SEAL

YOU MUST RETURN THIS FORM WITH YOU OFFER

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 solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

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

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

The representation made by checking the above boxes constitutes a material representation by the business. If the statements are proven to be incorrect, this may result in denial of an award or un-award of the procurement.

SIGNED AND SEALED THIS _____ DAY OF _____, 2012.

NOTARY PUBLIC

My Commission Expires:

REQUEST FOR PROPOSALS
CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and _____ (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The City of Santa Fe is soliciting proposals from qualified insurers pertaining to a program to be offered on a voluntary basis for the City of Santa Fe's active employees, their spouses and dependent child(ren).

The City of Santa Fe is requesting proposals for voluntary insurance to be offered effective July 1, 2015 as part of their benefits program. These voluntary programs are:

1. Critical Illness
2. Universal Life
3. Legal Services
4. Permanent Whole Life

Note: Proposed benefit must not duplicate any current City sponsored employee benefits program.

The City will consider adding additional voluntary programs that would be of benefit to the employee.

Products and services offered through the award of this Request for Proposal (RFP) are not part of the City employee benefits plan and will be purchased solely by the City employee without any contribution by the City. **Such insurance shall be offered only if at least ten percent (10%) of the employees elect to participate in a particular plan. If 10% participation is not met the program will not be implemented with the City.**

The City of Santa Fe may make a single or multiple awards for the same products or services if after review of the recommendations by the review committee it would be in the best interest of the City to do so.

The goal of this RFP is to provide the following capabilities and services to the City and its employees:

- A. Offer "Best in Class" Voluntary benefits.
- B. Utilize experienced vendors/carriers to develop and manage the benefits program.
- C. Coordinate the implementation process from setting timelines for tasks to arranging the payroll deduction interfaces.
- D. Manage on-going program oversight and reporting.
- E. Develop a communication and enrollment strategy that confirms to the City's requirements.
- F. Establish efficient systems and procedures for record keeping and reporting and payroll deduction processes.
- G. The Contractor shall market such personal insurance policies to City Employees under a payroll deduction plan on the terms and conditions set forth below.
- H. The City authorizes the Contractor to offer City employees the opportunity to purchase such insurance under a payroll deduction plan on the terms and conditions set forth below.
- I. The "Program" shall refer to all insurance written by the Contractor covering City employees, as used in this Agreement.
- J. The Contractor shall provide personal insurance counseling services to City employees. Such counseling services will consist primarily of the marketing, by licensed sales representatives, of personal insurance policies on a payroll deduction basis.
- K. The Contractor shall not be obligated to sell such policies to employees who do not meet the Contractor's underwriting guidelines, unless state law so provides.
- L. The Contractor offering of insurance, pursuant to this Agreement, shall be at all times subject to Contractor's normal underwriting standards, forms and rates, and subject to the Contractor's sole discretion in making business decisions regarding states in which it offers coverage. If

Contractor ceases to write any line of insurance in any state, this Agreement shall be deemed immediately terminated as to that line in that particular state.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. Payment terms are described in Exhibit "_____" attached hereto and incorporated herein.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on _____ unless sooner

pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement 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 City.

9. CONFLICT OF INTEREST

The Contractor 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 of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout

the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding

between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:

Contractor:

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:

BRIAN K. SNYDER,
CITY MANAGER
or
JAVIER M. GONZALES, MAYOR

NAME AND TITLE

DATE: _____

DATE: _____

CRS# _____
City of Santa Fe Business
Registration # _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

MDM *1/20/15*

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

Business Unit Line Item

Living Wage Ordinance

Ordinance Number §28-1-28-1.12DSFCC 1987

Purpose:

The City of Santa Fe Living Wage Ordinance was adopted to establish minimum hourly wages.

Who it affects:

- All profit and nonprofit businesses required to have a business license or business registration with the City of Santa Fe.

Compliance:

- Affected businesses are required to pay employees an hourly wage of \$10.66 effective March 1, 2014.
- Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the Consumer Price Index for the Western Region for Urban Wage Earners and Clerical Workers.
- For workers who customarily receive more than \$100 per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited toward satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.
- The value of health care benefits and child care shall be considered as an element of wages.
- Nonprofit organizations whose primary source of funds is from Medicaid waivers are *exempt*.

Prohibitions against retaliation and circumvention:

- It shall be unlawful for any business, employer or employer's agent or representative to take any action against an individual in retaliation for exercising or communicating rights under this ordinance. This includes retaliation against individuals who mistakenly but in good faith allege noncompliance with the ordinance.
- Taking adverse action against an individual within 60 days of the individual's assertion of or communication of information regarding rights raises a reputable presumption of retaliation for assertion of rights.
- It shall be unlawful for any business or employer to intentionally circumvent the requirements of this ordinance by contracting portions of its operations or leasing portions of its property.

Enforcement and Remedies:

- Administrative Enforcement—The city manager, or his/her designee, is authorized, as appropriate and as resources permit, to enforce this ordinance.
- Criminal Penalty—A person violating this ordinance shall be guilty of a misdemeanor and, upon conviction, for each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this ordinance shall be guilty of a separate offense for each day or portion thereof and for each worker or person to whom any such violation occurred.
- Other Remedies—The city, any individual aggrieved by a violation of this ordinance, or any entity the members of which have been aggrieved by a violation of this ordinance, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this ordinance and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

Nonexclusive Remedies and Penalties—The remedies provided in this section are not exclusive, and nothing in this ordinance shall preclude any person from seeking any other remedies, penalties, or relief provided by law.

Posting and Publication:

- Any business subject to the provisions of this ordinance shall as a condition to obtaining and holding a City of Santa Fe business license or registration, post and display in a prominent location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this ordinance and post the text of this notice. Failure to comply with this section shall be construed a violation of this ordinance and, in addition, shall be considered grounds for suspensions, revocation, or termination of the business license or registration.

For more information, please contact: Constituent Services at 505-955-6949 Email: constituentservices@santafenm.gov