



CITY OF SANTA FE

Request For Proposal

Purchasing Office
City of Santa Fe
Building "H"
2651 Siringo Road
Santa Fe, NM 87505

Solicitation Number: RFP #18/43/P

Materials and/or Service: Database, Development, Training, and Support Services for Utility Billing Division (DDTSS)

Solicitation Due Date: May 21, 2018 **Time:** 2:00 pm (Mountain Time)

Mailing, Third-Party Carrier (FedEx, UPS, etc.) and Hand-Submitted Proposals Address:

Attn: Shirley Rodriguez
Purchasing Office
City of Santa Fe
Building "H"
2651 Siringo Road
Santa Fe, New Mexico, 87505

All Offers must be received by the City of Santa Fe at the specified location by the date and time cited above. Late Offers will not be considered. The mere fact that the Proposal was dispatched will not be considered; the firm must insure that the Proposal is actually delivered. Regardless of cause, late qualifications will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure delivery at the designated office by the designated time. Late qualifications will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested. Except for trade secrets and confidential information which the Firm identifies as proprietary, all Proposals will be open for public inspection after the contract award. Vendors are advised to carefully read the entire Solicitation Package. Offers that do not comply with all Instructions contained herein may be disqualified.

Solicitation packages can be obtained by downloading from the City of Santa Fe website: http://www.santafenm.gov/bids_rfps. Should you experience problems downloading the solicitation, use the information contained in Table 02 (Point of Contact).

Attendance at the Teleconference is not mandatory; however, Proposers are strongly encouraged to attend.

Teleconference Event: April 24, 2018 @ 1:00 P.M. (Mountain Time)

Vendors that are interested in participating in the Pre-Proposal Vendor Conference shall contact the City in writing using the information contained in Table 02 (Point of Contact) to request the teleconference information.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Published via http://www.santafenm.gov/bids_rfps April 19, 2018

Published in the New Mexican: April 19, 2018

Published in the Albuquerque Journal: April 19, 2018

All communications concerning this solicitation must be directed to the person identified within this solicitation in Table 02. Communications with other City staff may disqualify you from the evaluation process.



Database, Development, Training, and Support Services for Utility Billing Division (DDTSS)

Table of Contents

| Section | Page |
|---|-----------|
| 1.0 RFP Introduction and Background..... | 3 |
| 1.1 Introduction..... | 3 |
| 1.2 About the City of Santa Fe | 3 |
| 1.3 About the Public Utilities Division | 4 |
| 1.4 Objectives | 4 |
| 1.5 Definitions | 5 |
| 1.6 City's Consulting Partner | 6 |
| 1.7 RFP Schedule of Events | 6 |
| 1.8 Pre-Qualification of Vendors | 7 |
| 1.9 Minimum Qualifications | 7 |
| 1.10 Partnerships and Proposers of Subsets of Functionality | 7 |
| 1.11 Incurred Expenses | 7 |
| 1.12 Questions and Inquiries..... | 8 |
| 1.13 Clarification and Discussion of Proposals | 8 |
| 1.14 Mandatory Pre-Proposal Vendor Conference | 8 |
| 1.15 Amendments and Addenda..... | 9 |
| 2.0 Scope of Work | 10 |
| 2.1 Functional Areas..... | 10 |
| 2.2 Data Transfer Process | 10 |
| 2.3 Support and Maintenance | 10 |
| 2.4 Systems Integration..... | 10 |
| 2.5 Data Back-up and Restore | 10 |
| 2.6 Reports | 10 |
| 2.7 Computer System Environment | 10 |
| 2.8 Application Design..... | 11 |
| 2.9 Data Processes | 11 |
| 2.10 Security Authorization | 11 |
| 2.11 Technical Support | 11 |
| 2.12 Disaster Recovery | 11 |
| 2.13 Security..... | 11 |
| 2.14 City Staffing and Management..... | 11 |
| 2.15 Vendor Staffing and Management | 12 |
| 2.16 Current City Applications Environment | 12 |
| 3.0 Proposal Evaluation and Award..... | 13 |
| 3.1 Evaluation Process..... | 13 |
| 3.2 Evaluation Criteria | 13 |
| 3.3 Best and Final Offer/Request for Clarification..... | 14 |
| 3.4 Notice of Intent Award | 14 |
| 3.5 Negotiations and Contract Execution | 14 |
| 3.6 Contracting Ethics | 14 |
| 3.7 No Obligation, Right of Rejection, and Multiple Award | 14 |
| 4.0 Submittal Response Format | 15 |
| 4.1 General Instructions | 15 |
| 4.2 Transmittal Letter and Executive Summary | 16 |
| 4.3 Approach and Solution Overview | 16 |
| 4.4 Company Background and History..... | 17 |
| 4.5 Key Proposed Personnel and Team Organization..... | 17 |
| 4.6 Testing and Quality Assurance Plan | 17 |



| | | |
|--|---|-----------|
| 4.7 | Training Plan | 17 |
| 4.8 | Sub-Contracting..... | 17 |
| 4.9 | References | 18 |
| 4.10 | Response to Narrative Questions | 18 |
| 4.11 | Exceptions to RFP Requirements and Conditions and Terms and Conditions | 18 |
| 4.12 | Price Proposal | 18 |
| 5.0 | Special Conditions | 19 |
| 5.1 | Procurement Type | 19 |
| 5.2 | Variation in Scope of Work..... | 19 |
| 5.3 | Contract Approval..... | 19 |
| 5.4 | Cancellation of Request for Proposal..... | 19 |
| 5.5 | Pricing Structures | 19 |
| 5.6 | Invoicing | 20 |
| 5.7 | Taxes and Taxpayer Information..... | 20 |
| 5.8 | Federal Requirements..... | 20 |
| 5.9 | Confidential Information | 20 |
| 5.10 | City Property..... | 21 |
| 5.11 | Warranty | 21 |
| 5.12 | Insurance Requirements | 21 |
| 5.13 | Pending and Recent Litigation | 22 |
| 5.14 | Proposer's Certification | 22 |
| 5.15 | Offer Held Firm | 22 |
| 5.16 | Amendment/Withdrawal of Proposals | 23 |
| 5.17 | Alternate Proposals | 23 |
| 5.18 | Subcontractor Information | 23 |
| 5.19 | Clarification of Proposals..... | 23 |
| 5.20 | Rights to Submitted Material | 23 |
| 5.21 | Contract Negotiation..... | 24 |
| 5.22 | Failure to Negotiate | 24 |
| 5.23 | Non-Discrimination | 24 |
| 5.24 | Non-Collusion Statement | 24 |
| 5.25 | Standards of Conduct..... | 24 |
| 5.26 | Public Information..... | 24 |
| 5.27 | Resident, Local, or Veterans Preference | 25 |
| 5.28 | Compliance with City's Minimum Wage Rate Ordinance (Living Wage Ordinance)..... | 26 |
| 5.29 | Protests and Resolutions Procedures..... | 27 |
| 5.30 | Assignment..... | 27 |
| 5.31 | Use Upon Contract Termination or Expiration | 27 |
| Attachment..... | | 28 |
| A. Non-Disclosure and Conflict of Interest Statement | | |
| B. Campaign Contribution Disclosure From | | |
| C. Local Preference Instructions & Form | | |
| D. Resident Veterans Preference Form | | |
| E. Sample Contract | | |
| F. Minimum Wage Ordinance | | |



1.0 RFP Introduction and Background

1.1 Introduction

This Request for Proposals (RFP) is intended to solicit proposals from proposers capable of satisfying The City of Santa Fe's needs for software and professional services to provide a Database, Development, Training, and Support Services for Utility Billing Division's *Oracle JD Edwards Utility Customer Information System* (UCIS). Proposers' responses will be evaluated and ranked based on the criteria described in this RFP. If a system is available that meets the City's needs, the City may then enter into contract discussions with the selected proposer. In addition to soliciting written responses, this document provides information to assist proposers in preparing their responses and facilitates the subsequent evaluation and comparison process. In that regard, this RFP:

- Provides information essential to soliciting meaningful recommendations and realistic commitments from the proposers;
- Specifies the desired format and content of proposals in response to this RFP;
- Outlines the City's evaluation and selection procedures;
- Establishes a schedule for the preparation and submission of proposals in response to this RFP; and,
- Establishes a performance standard for the selected proposer.

This RFP and the selected proposal in response to this RFP will be incorporated into the contract resulting from this solicitation; provided, however, that the contract may contain terms different from or in addition to this RFP and the successful proposal. For purposes of this RFP, the term "vendor," "offeror," and "proposer" are considered to have the same meaning.

1.2 About the City of Santa Fe

The City of Santa Fe's purpose is to be the top tier community in New Mexico for living, working, and recreating. Santa Fe is the largest metropolitan area in the county of Santa Fe and was established in the early 1600s; it is one of the nation's oldest communities. The City has a diverse population of approximately 84,000. Santa Fe's economy is based largely on tourism and state government. Visitors are attracted year-round by the beautiful high desert climate and related outdoor activities plus cultural activities of the City and area. The City delivers a wide array of services through twelve (12) departments which are both operational and supportive in nature. The majority of services offered by the City of Santa Fe are delivered by City employees, while some are delivered by partners. The City departments are grouped into one of three categories: public safety, core services, and quality of life programs. Public safety consists of services such as fire protection, law enforcement, and adjudication, without which unsafe conditions might emerge within the City. The core services the City of Santa Fe provides include: water, waste water, and solid waste; infrastructure; and community services such as senior and youth services. Quality of life services and programs include those things that help to make Santa Fe a better place to live, and help us reach for the future: economic and community development, parks and recreation, libraries, and public transportation. In all services, the City of Santa Fe employees try to promote a customer first orientation.

The workforce of the City of Santa Fe includes 1,635 employees (including elected officials). Of these, 1,315 are full time employees and 320 are part time or temporary employees. 94 percent of employees are non-exempt and 6 percent are exempt. There are three main bargaining units in the City of Santa Fe: the Police Officer's Association, the International Association of Fire Fighters, and the American Federation of State, County and Municipal Employees (AFSCME). In general, employees with management roles are not covered by a bargaining unit. The City of Santa Fe has 87,907 Capitalized Assets; the accumulated cost with depreciation (as of 6/30/2014) is \$1,475,119,281.94. These assets include 5,938 open space acres, 100 parks, the municipal water shed and its two dams, a water treatment plan, the Buckman Direct Diversion plant, a wastewater treatment plant, a golf course, four aquatics centers and three recreation centers, five senior centers, three libraries, a municipal airport, the Santa Fe Community Convention Center, nine fire stations, a police station and two substations, and seven main government campuses (including City Hall). In addition, assets include all of the vehicles, heavy machinery,



and specialized equipment needed to perform the variety of tasks assigned to the City, and throughout its many functions.

The City of Santa Fe's computing environment is comprised of a hub and spoke network topology consisting, primarily, of Cisco internetworking routers, switches and Wi-Fi equipment. The network spans over 45 remote locations, which include numerous V-LANs. The City is standardized on Microsoft Windows Server as its Server Operating System, and deploys Microsoft Windows 7 and Microsoft Office 2010 for its Client Operating System and Office Productivity Suite respectively; the City's email system is run on Microsoft Exchange. The City's financial software system (JD Edwards EnterpriseOne), community development software system (SunGard), utility billing system (UCIS) and police records management system (SunGard) reside on an IBM System I running the OS400 operating system. The IBM System I is mirrored real-time with an identical system located at the Regional Emergency Communications Center (RECC), which runs the Computer Aided Dispatch System (SunGard CAD) that supports the Police and Fire Departments. The Fire Department runs a cloud hosted Records Management System (RMS) and Electronic Patient Care Reporting System (EPCR). The Police and Fire Departments deploy Panasonic Toughbook Mobile Data Terminals (MDTs) to provide certain field personnel with mobile access to systems such as CAD, National Crime Information Center (NCIC), Traffic and Criminal Software (TraCS), mobile mapping, etc. The Transit Division and Inspections & Enforcement Division also utilize MDTs. The City's Land Mobile Radio System (LMR) is from Motorola and is comprised of fifteen (15) trunked radio repeaters. In addition to public safety, the LMR provides mobile communications for Public Works, Public Utilities, Land Use and Transportation. The City also utilizes a cloud hosted Automated Vehicle Locator (AVL) system utilizing Global Positioning Satellite (GPS), Geographical Information Systems (GIS) and wireless technologies to manage its vehicles fleets in Public Utilities, Public Works and Transportation. The City's GIS system is built on ESRI standards using ArcGIS technology. The City's Parking Division utilizes T2's Unified Parking Management Software System.

1.3 About the Public Utilities Division

The mission of the City of Santa Fe's Public Utilities Department is to efficiently manage water, wastewater, solid waste, and fire protection services that will ensure the delivery of high quality and reliable service to meet customer needs. The Public Utilities Department serves 34,197 residential customers and 3,449 commercial customers.

1.4 Objectives

As part of its modernization and streamlining initiatives, the City of Santa Fe Public Utilities Department (PUD) is seeking professional services specializing in database, development, training, and support Services for the municipal utility billing services. Specifically, the selected vendor must deliver the following:

1. Custom RPG programming based upon technical specifications provided by the City of Santa Fe
2. Custom CL programming based upon technical specifications provided by City of Santa Fe
3. Technical and user documentation for all custom programming
4. Application support for JD Edwards Utility Customer Information Systems (UCIS)
5. Training for JD Edwards Utility Customer Information Systems
6. Custom SQL database statements and updates for DB2 on an iSeries IBM system (aka AS/400)
7. Custom query reports based upon user specifications
8. Expertise in iSeries OS400 7.1 and JD EDwards Utility Customer Information System v 7.3 cum 11
9. In-depth knowledge of DB2 on an iSeries IBM system
10. UCIS, DB2, RPG, and CL maintenance and support
11. Expertise in iSeries data backup and data restore processes
12. Data conversion and mapping of current data to new database
13. Creating and testing of interfaces
14. Data Integrity reports and data cleanup
15. Miscellaneous IT and application support functions as needed



1.5 Definitions

In order to simplify the language throughout this request for proposal, the following definitions shall apply:

- "Addenda" shall mean written instruments issued by the City of Santa Fe prior to the date for receipt of proposals which modify or interpret the Request for Proposal (RFP) documents by addition, deletions, clarification or corrections.
- "Agreement" shall mean the contract to be entered into by the City of Santa Fe and the successful Proposer for Refuse and Recycling Collection Route Management System pursuant to this Request for Proposals.
- "City" shall mean the City of Santa Fe, a political subdivision of the State of New Mexico, acting by and through its Environmental Services Division.
- "City Implementation Team" shall mean the team of City staff that will lead the implementation of the Refuse and Recycling Collection Route Management System.
- "City Manager" shall mean the person designated by the City of Santa Fe to be the Manager assigned to act on behalf of the City during the term of this Contract.
- "Contract" shall mean the contract to be entered into by the City and the successful Proposer for Refuse and Recycling Collection Route Management System pursuant to this Request for Proposals.
- "Contract Documents" shall mean the Request for Proposals, submitted proposal, including any diagrams, blueprints, Addenda, and a form of agreement between the City and the Contractor, including all change orders, insurance certificates, exhibits, amendments, and attachments.
- "Contractor" shall mean the Contractor(s)/consultant(s) that is awarded a contract to provide hardware, software and professional services to implement the Refuse and Recycling Collection Route Management System for the City.
- "Contract Manager" shall mean the person designated by the Contractor to be the Contractor's Services Manager assigned to act on behalf of the Contractor during the term of this Contract.
- "Contract Approval Date" shall mean the date on which all appropriate City officials from whom approvals are required for this Contract have formally sanctioned the transition of operations from the Current Contractor to the Contractor that will perform Refuse and Recycling Collection System under the new Contract.
- "Days" shall mean calendar days unless otherwise specified in the Contract Documents.
- "DDTSS" shall mean Database, Development, Training, and Support Services for Utility Billing Division.
- "DFU" shall mean Data File Utility
- "Fine" shall mean the initial amount of money charged for violation of law.
- "Hearing Request" shall mean a request for an Administrative Hearing for a contested Citation.
- "IFS" shall mean Integrated File System.
- "Interactive Voice Response" or "IVR" shall mean a voice activated interface with the citation processing system.



- "Letter of Credit" shall mean the financial instrument which Contractor is required to maintain to guarantee the performance of Contractor's obligations under the Agreement, as further described in the Agreement. The Letter of Credit and all replacement Letters of Credit provided by Contractor during the term of the Agreement shall be attached hereto and are hereby incorporated by reference as though fully set forth herein.
- "Litigation Expense" shall mean any court filing fee and costs, arbitration fees or costs, witness fee, arbitration fees, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Contract, including, without limitation, in each case, attorneys' fees, professional fees, disbursements and each other fee and cost of investigating and defending, appealing or asserting any claim for indemnification under this Contract.
- "Loss" shall mean any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge, other than a litigation expense.
- "Offeror" - See "Proposer".
- "PDM" shall mean Program Data Management.
- "Scope of Work" shall mean the scope of services to be provided by the Contractor(s).
- "Proposal" shall mean a complete and properly signed proposal to provide goods, commodities, labor or services for the sum stated and submitted in accordance with the Request for Proposal.
- "Proposer" or "Offeror" or "Vendor" shall mean the person, Contractor, corporation, partnership or other entity submitting a Proposal on items listed in the RFP Documents and thereby agreeing to meet the Contract terms and conditions if awarded the contract.
- "SDA" shall mean Screen Design Aid
- "Services" or "Work" shall mean all services to be performed by the Contractor to successfully complete the enterprise software system(s) implementation tasks to the satisfaction of the City.
- "SQL" shall mean Sequel Query Language.
- "UCIS" shall mean the JDEdwards Utility Customer Information System.
- "Vendor" - See "Proposer".

1.6 City's Consulting Partner

The City may retain a consulting partner for this contract. The role of consulting partner is to provide information and analytical services to support the activities under the Scope of Work. Evaluations and resulting decisions will be made solely by the City of Santa Fe.

1.7 RFP Schedule of Events

The following RFP Schedule of Events represents the best estimate of the schedule the City will follow. The City has performed extensive planning work and has planned to meet the dates described below. Vendors are encouraged to hold the demonstration dates listed. If a component of the schedule is delayed, it shall be anticipated that the remaining components will also be delayed by a similar number of days. Any significant change to the schedule will be published via RFP Addendum.



Table 01: RFP Schedule of Events

| Event | Estimated Date |
|--|------------------------------------|
| Date of Advertisement | April 19, 2018 |
| Request for Proposals Released | April 19, 2018 |
| Pre-Proposal Vendor Conference | April 24, 2018 |
| Deadline for Questions From Vendors | April 27, 2018 |
| Final Addendum for Questions Published | April 30, 2018 |
| Deadline for Proposal Submissions | May 21, 2018, 2pm MST |
| Evaluation Period Commences | May 22, 2018 |
| Vendor Demonstrations | May 22, 2018 |
| Recommendation of Award to Finance Committee | June 18, 2018 (<i>Tentative</i>) |
| Recommendation of Award to City Council | June 27, 2018 (<i>Tentative</i>) |

1.8 Pre-Qualification of Vendors

The City has not employed a pre-qualification process. No vendors are either pre-qualified or precluded from responding to this RFP.

1.9 Minimum Qualifications

In order for proposals to be evaluated and considered for award, proposals must be deemed responsive. To be deemed responsive, the submitted proposal documents shall conform in all material respects to the requirements stated by the RFP, and, proposers shall document and validate the capability to fully perform all requirements defined by the RFP. Factors to be considered include, and may not be limited to: experience, integrity, reliability, capacity and other factors required to provide the services defined by the RFP.

1.10 Partnerships and Proposers of Subsets of Functionality

Proposers are encouraged to establish partnership relationships to fully provide all requirements defined by the RFP. Vendors engaged in a partnership relationship shall submit a single proposal in response to this RFP. Partnership relationships shall be clearly defined by proposal responses. Such definition shall identify the entity in the partnership relationship deemed to be the Prime Vendor. It is expected that any item in the proposal response guidelines that relates to an individual vendor's capabilities shall be responded to for each vendor in the partnership relationship.

Proposers who elect not to partner, or not to partner to provide functionality for all functional areas shall clearly describe the functionality proposed.

Proposers are also encouraged to propose on a subset of functionality if the proposed software cannot provide functionality for all requested modules. The City will consider proposers of a subset of functionality on the relative merit of the functionality proposed based on the evaluation criteria laid forth in this RFP, and reserves the right to enter into negotiations for one or more proposers in order to achieve a "best of breed" solution. The City does have a preference towards an end-to-end solution, but is willing to consider a best of breed solution.

1.11 Incurred Expenses

There is no express or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing Proposals in response to this Request for Proposal and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional



information or presentation, or to procure a contract for these services. The City will also not be responsible for any costs associated with preparing and/or participating in any systems demonstrations requested of the Proposer's product.

1.12 Questions and Inquiries

It shall be the responsibility of the Proposer to inquire about any portion of the RFP that is not fully understood and susceptible to more than one interpretation. Written inquiries are required. All questions concerning the RFP must reference the page number, section heading, and paragraph, if applicable. Questions may be submitted via email and Proposers shall insert "City of Santa Fe DDTSS RFP Question" in the subject line. Oral communications will not be accepted. The following table provides the primary contact and the acknowledgement contact information. With any communications, both the primary and acknowledgement point of contact should be included.

Table 02: Point of Contact

| Point of Contact | |
|--|---|
| Primary | Acknowledgement |
| Bogi Malecki City of Santa Fe 505-955-5579 bsmalecki@santafenm.gov | Shirley Rodriguez City of Santa Fe sarodriguez@ci.santa-fe.nm.us |

Questions and inquiries related to this RFP, including questions and inquiries related to technical issues are to be submitted in writing via email and directed to the Point of Contact using the contact information in Table 02 above.

In accordance with the RFP Schedule of Events in Section 1.7, all questions must be received in writing no later than April 27, 2018 at 5:00 pm Mountain Time. Questions and answers will be issued in accordance with Section 1.15, Amendments and Addenda.

Proposers shall not contact City staff with any questions or inquiries. Unauthorized contact with any personnel of the City may be cause for rejection of the Proposer's response. The decision to reject a Proposal is solely that of the City.

1.13 Clarification and Discussion of Proposals

The City may request clarifications and conduct discussions with any Proposer who submits a Proposal. Proposers must be available for a system demonstration to City staff on dates specified in Table 01 if selected for system demonstrations. Failure of a vendor to respond to such a request for additional information, clarification, or system demonstrations may result in rejection of the vendor's proposal.

1.14 Mandatory Pre-Proposal Vendor Conference

A Mandatory Pre-Proposal Vendor Conference will be held on April 18, 2018, 1:00 pm Mountain Time. The Pre-Proposal Vendor Conference will be hosted via teleconference. The City will not be hosting an in-person option for the Pre-Proposal Vendor Conference.

Vendors that are interested in participating in the Pre-Proposal Vendor Conference shall contact the City in writing using the information contained in Table 02 (Point of Contact) to request the teleconference information.



The format of the Pre-Proposal Vendor Conference will be an overview presentation of the RFP, its contents, the RFP Schedule of Events, and additional topics. Following the presentation, vendors will be able to ask questions related to the RFP or the overall process. The City will attempt to answer all questions at that time, but answers provided shall not be binding. Following the Pre-Proposal Vendor Conference, the City will issue an addendum with all material questions asked and their respective answers.

Participation in the Pre-Proposal Vendor Conference is not mandatory.

1.15 Amendments and Addenda

All clarifications and RFP revisions will be documented in an addendum and publicly published to the City's website. The City will attempt to publicly publish periodic addenda on a timely basis between the RFP publishing date and the date of the final addendum on April 30, 2018.

Only questions and answers documented in an addendum shall be binding. Each addendum issued will contain an acknowledgement form which shall be signed and returned with proposers' responses. The City reserves the right to revise the RFP prior to the deadline for proposal submissions on May 21, 2018. Revisions shall be documented in an addendum and publicly published to the City website.



2.0 Scope of Work

2.1 Functional Areas

The following table contains the list of functional areas of the desired services.

Table 03: Functional Areas

| No. | Functional Area | No. | Functional Area |
|-----|-------------------------------|-----|---------------------|
| 1 | Utility Customer Service | 5 | Accounts Receivable |
| 2 | Utility Billing Functionality | 6 | Accounts Payable |
| 3 | Meter Reading Import/Export | 7 | Fixed Assets |
| 4 | Cashiering | 8 | General Ledger |

2.2 Data Transfer Process

The Contractor must ensure the integrity of all data transmission and development of requested interfaces.

2.3 Support and Maintenance

The Contractor shall at all times provide IT maintenance and support services for all custom developed software, and JDEdwards Utility Customer Information System (UCIS).

2.4 Systems Integration

The Contractor must provide if needed custom programs with the ability to interface with the City's current and any future Billing Systems and Financial System. The Contractor must ensure that the system will protect confidentiality with regard to all data obtained from said systems. Current system integration includes Oracle JDEdwards Enterprise One Financials, ActiveNet Payment Manager, and Paymentus.

2.5 Data Back-up and Restore

The Contractor shall have expertise in data back-up and restore processes on IBM I-series/AS400 platform. Any data updates shall follow IT best practices for saving files prior to updates.

2.6 Reports

Proposals shall describe all reports that can be generated by the system, whether or sample of a custom report developed on the current platform and software.

2.7 Computer System Environment

The City expects the Contractor to have expertise on IBM I-Series/AS400, OS400 version 7.1 and JDEdward Utility Customer Information System.



2.8 Application Design

Proposals shall describe the expertise in IBM I-Series platform including IBM Security, Integrated File System (IFS) and integration to PC, RPG programming on I-series, CL programming on I-series.

2.9 Data Processes

Proposals shall describe the general method for processing and updating of data, including screen design aid (SDA) and I-series data utilities including Data File Utility (DFU), Program Data Management (PDM), Sequel Query Language (SQL) and AS400 Query.

2.10 Security Authorization

Proposals shall describe the system security controls that will be used to regulate access to data and specific functions of the system on I-series.

2.11 Technical Support

Proposals shall thoroughly describe staff that will be used and their experience to support the requirements. Proposals shall identify the City's rights to use and modify the software after completion of the development and/or contract period.

2.12 Disaster Recovery

Proposals shall describe the precautions to be taken to ensure that all systems, files and data are reliably backed up and when appropriate, archived in case of disaster. Proposals shall thoroughly explain the disaster recovery and backup plan that at a minimum shall address the following:

- a) Procedures for back up on IBM I-series
- b) Procedures for restoring data on IBM I-series

2.13 Security

The Contractor shall provide complete security protocol for the protection of both data and physical components. Security includes the protection of physical items such as communication networks. Security shall also include guarding non-physical items, such as the confidentiality of data.

2.14 City Staffing and Management

The City will have a dedicated manager through implementation and support. The City intends to have both functional and technical resources available during implementation. Additional detailed City resource planning has not been completed and will be based on the resource estimates provided by the Offeror.



2.15 Vendor Staffing and Management

Superior services levels require a staff with demonstrated technical expertise. The Contractor's key staff shall be evaluated on the amount and quality of experience in their technical disciplines.

The Contractor, and subcontractors who are responsible for 30% or more of the scope of work, shall provide adequate transition staff that resides within the City and County of Santa Fe for the duration of the transition period. This staffing requirement will include personnel with the ability to provide improvements and enhancements to the system.

Proposals shall contain a staffing plan that provides time allocation (percentage of dedication to the proposed contract) for the staff person(s).

Proposals shall describe how system availability shall be ensured through technical service support, and describe the ability to provide this support and the facilities and other requirements needed on site. Proposals shall also explain how the proposed staffing is sufficient to provide Customer service to meet requested standards and support.

2.16 Current City Applications Environment

A variety of applications and databases exist in the current environment to support the City's core business processes. The application environment includes the primary applications as described further below.

- JDEdwards Utility Customer Information System (UCIS): The current UCIS system is running version 7.3 cum 11. Running on IBM system I power 6 on one of the city 3 Logical Partitions (LPAR). On the production LPAR running UCIS there is 1 production environment and 1 test environment.
- JD Edwards EnterpriseOne: The City's current Enterprise Resource Planning (ERP) system is Oracle's JD Edwards EnterpriseOne, running version 8.12; tools release 8.98.3. The current hardware platform is an IBM System I, Power 6 partitioned into three (3) Logical Partitions (LPARs); Enterprise/Application Server; Web Server; and Test Server. These partitions support three (3) environments; Production (PD); Prototype (PY); and Development (DV). A Deployment Server runs on a HP DL 360 G5 Server. Three (3) additional LPARs run on the IBM System I in support of other functions World, High Availability, and Test2. The City recently completed an upgrade of the OS400 Operating System on its IBM System I from V5R4 to V7R1.

The City is currently using UCIS modules that include Customer Service, Billing, Meter Reading, Fixed Assets, Accounts Receivable, Accounts Payable, and General Ledger. JD Edwards EnterpriseOne ERP system modules to manage functions including General Ledger, Accounts Payable, Accounts Receivable, Budget, Purchasing, Inventory Management, Fleet Maintenance, Payroll, User Account Management, limited Workflow and Transactions Processing in some functional areas, limited Employee Time Entry, and Position Control.

2.17 Training and Documentation

The Contractor will develop, provide, and manage a detailed plan for training. Documentation, including training manuals and agendas, will be provided by the Proposer before each training session with City staff.

The Contractor shall describe the ability to provide up-to-date, detailed documentation that describes the features and functions of the custom-rendered reports and queries. The documentation shall be provided for both users and the technical personnel who will administer and maintain the system. It is desirable that differing levels of documentation (user documentation and technical documentation) exist. The selected vendor shall provide documentation in web-based and/or PDF forms.



3.0 Proposal Evaluation and Award

3.1 Evaluation Process

The City's Evaluation Committee will initially review and evaluate each proposal received to determine the proposer's ability to meet the requirements of the City. The evaluation criteria described in Section 3.2 will be the basis for evaluation.

The Evaluation Committee will determine the vendors best suited to meet the needs of the City based on the scoring of the evaluation criteria. These vendors will form the Vendor Short List.

The City, at its sole discretion, reserves the right to have demonstrations with those proposers on the Vendor Short List, or any other vendor. Time limitations and demonstration requirements will be provided with the notification. Each Evaluation Committee member will score the demonstration.

A Pre-Demonstration Vendor Teleconference will take place for those vendors that have been short-listed. The demonstration schedule and script will be provided in advance of the Pre-Demonstration Vendor Conference and vendors will have an opportunity to review the format of the demonstrations and ask questions related to procedure and specific demonstration scenarios. This meeting will be conducted via teleconference.

Demonstrations will be assigned a portion of the overall Technical Capability score. The City may elect, at its sole option, not to conduct discussions or demonstrations with respondents.

The City may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this RFP that it believes will best serve its business and operational requirements, considering the evaluation criteria set forth below.

3.2 Evaluation Criteria

The evaluation criteria in the following table are intended to be the basis by which each proposal will be evaluated, measured, and ranked. The City hereby reserves the right to evaluate, at its sole discretion, the extent to which each proposal received compares to the stated criteria. The recommendation of the Evaluation Committee shall be based on the evaluations using the criteria through all stages of the evaluation process (e.g., review of written proposals, vendor demonstrations, reference checks, etc.)

Table 08: Evaluation Criteria

| Criteria | Description | Maximum Score |
|-------------|--|---------------|
| Approach* | This criterion considers the Proposer's understanding of the scope of work (Section 2.0) and the quality and clarity of the Proposer's written methodology and description of the proposed approach to accomplish the work. This criterion also considers the Proposer's approach to training and support. | 30 |
| Experience* | This criterion considers the Proposer's experience in providing the services solicited by this RFP as set forth in the Proposer's response and as learned from references | 40 |
| Cost | This is per-citation cost. Proposers will be evaluated on their pricing scheme as well as on their price in comparison to the other proposers. | 30 |

**Final scoring for these criteria may be adjusted for Short Listed Vendors based on the results of the demonstrations, reference calls, site visits, or supplemental information requests.*



The City intends to review cost proposals prior to the demonstrations to ensure the Short-List Vendors are within the City's budget planning.

3.3 Best and Final Offer/Request for Clarification

A Best-and-Final-Offer process may be initiated if it is determined to be in the best interest of the City. Such process may be initiated following the publishing of the Vendor Short List or at any other evaluation process step. Additional processes of scope and cost clarification may be employed as part of the evaluation process.

3.4 Notice of Intent Award

After the completion of contract negotiations, the City may issue a written Notice of Intent to Award and send copies to all proposers. The scores and placement of other proposers will not be part of the Notice of Intent to Award. Successful proposers named in the Notice of Intent to Award are advised not to begin work or enter into subcontracts relating to the Scope of Work until both the successful proposer and the City sign the contract.

3.5 Negotiations and Contract Execution

The City reserves the right to negotiate the final terms and conditions of the contract to be executed. In the event the City and the vendor are unable to agree upon all contract provisions, the City reserves the right to cease negotiations, and to move on to select another vendor, or to reject all Proposals.

3.6 Contracting Ethics

1. It is a breach of ethical standards for any person to offer, give, or agree to give any City employee or Committees, Commissions, and Council person, or by City Policy, for any City employee, or Committees, Commissions, and Council person to solicit, demand, accept, or agree to accept from another person or agency, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by an individual, group, or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded the general public.
2. The Vendor shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City.
3. The Vendor shall not accept any private client that may place it in ethical conflict during its representation of the City.

3.7 No Obligation, Right of Rejection, and Multiple Award

The inquiry made through this RFP implies no obligation on the part of the City of Santa Fe.

The City reserves the right to reject any proposal, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The City may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of this RFP.

The City further reserves the right to award all, part, or none of the components/functional areas included in this RFP or a Proposer's proposal. In addition, the City reserves the right to make one or more awards to competing Proposers for subsets of functionality as a result of this RFP.

The City reserves the right to reject any proposal determined to be nonresponsive. The City also reserves the right to refrain from making an award if it determines it to be in its best interest.



4.0 Submittal Response Format

4.1 General Instructions

It will be the sole responsibility of the Proposer to submit its Proposal to the City before the closing deadline. Late Proposals will not be considered and will be returned unopened to the Proposer.

The City reserves the right to reject any or all Proposals or parts of Proposals, to accept part or all of Proposals on the basis of considerations other than lowest cost, and to create a Scope of Work of lesser or greater expense than described in this RFP or the respondent's reply based on the component prices submitted.

The City reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of the City. The City reserves the right to waive irregularities in the Proposal content or to request supplemental information from Proposers.

The following instructions must be followed by Proposers submitting Proposals:

1. The deadline for Proposal submissions is established in Section 1.7, RFP Introduction and Background. The Proposal deadline is May 14, 2018 at 5:00 p.m. Mountain Time. Proposals received at the City after this deadline will not be accepted and will be returned to Proposer. Late qualifications will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.
2. Proposers shall submit ten (5) hard copies of the Cost Proposal under separate covers to the City at the address contained in Table 09. One (1) hard copy of the Technical Proposal and one (1) hard copy of the Cost Proposal should be clearly marked as the "Original," and the remaining copies should be clearly marked "Copy".
3. Proposers shall submit one (1) electronic version of the Proposal and one (1) electronic version of the Proposal on separate CDs to the City along with hard copy Proposals. All attachments provided as part of this RFP package shall be provided in MS Excel format. All Forms Attachments provided as part of this RFP package shall be provided in MS Word format. All other materials submitted shall be provided in searchable Adobe PDF format.
4. Mailed Proposals shall be clearly labeled on the outside of the packaging with the RFP Title and RFP Number.
5. The mailing address for Proposals is contained in the following table.

Table 09: Proposal Mailing Addresses

| City Mailing Address |
|--|
| Attn: Shirley Rodriguez Purchasing Office City of Santa Fe Building "H" 2651 Siringo Road Santa Fe, New Mexico, 87505 |

6. The following table contains the organization guidelines for Proposal responses.

Table 10: Technical Proposal Organization Guidelines

| Proposal Tab No. | Technical Proposal Section | RFP Sec. No. |
|------------------|--|--------------|
| Tab 1 | Transmittal Letter and Executive Summary | 4.2 |
| Tab 2 | Approach and Solution Overview | 4.3 |



| Proposal Tab No. | Technical Proposal Section | RFP Sec. No. |
|------------------|--|--------------|
| Tab 3 | Company Background and History | 4.4 |
| Tab 4 | Key Proposed Personnel and Team Organization | 4.5 |
| Tab 5 | Testing and Quality Assurance Plan | 4.6 |
| Tab 6 | Training Plan | 4.7 |
| Tab 7 | Sub-Contracting | 4.8 |
| Tab 8 | References | 4.9 |
| Tab 9 | Response to Narrative Questions | 4.10 |
| Tab 10 | Exceptions to Terms and Conditions | 4.11 |
| Tab 11 | Price Proposal | 4.12 |

4.2 Transmittal Letter and Executive Summary

The first tab of the Proposal should contain the Transmittal Letter and Executive Summary. The Transmittal Letter shall be signed by an authorized representative of the company such as the owner, partner, or in the case of a corporation, the President, Vice President, Secretary, or other corporate officer(s).

The Transmittal Letter must provide the Proposer's primary contact information, including the following:

1. Name of the Proposer representative
2. Title
3. Name of company
4. Address
5. Telephone number
6. E-mail address and
7. Signature of authorized officer of the firm

The Transmittal Letter shall be printed on the Proposer's letterhead.

A signature on the Transmittal Letter hereby provides the City acknowledgement and acceptance of the "Conditions" and the execution of same during the discharge of any succeeding contract. It shall be clearly understood that by submitting a Proposal in response to this solicitation, a Proposer shall be deemed to have accepted all specifications, terms, and general conditions and requirements set forth in these specifications, terms, general conditions, and requirements unless otherwise clearly noted and explained in this RFP.

The Executive Summary should provide a brief summary of the Proposal contents, emphasizing any unique aspects or strengths of the Proposal. The Executive Summary may be incorporated as part of the Transmittal Letter.

4.3 Approach and Solution Overview

The second tab of the Proposal should include a description of the proposed approach for providing the services described in Section 2.0, Scope of Work. This section must also include a summary description of the capabilities for each functional area of the. The purpose of this summary is so that the City has a high-level understanding of the proposed solution. The narrative should be written for an audience of the end-user community.

Proposers should clearly identify any functionality that is being proposed as complementary or is otherwise optional. Likewise, Proposers should clearly indicate which proposed modules will satisfy the requirements associated with the functional areas identified in this RFP. If a functional area listed is not being proposed, Proposers shall indicate so with "Not Proposed".



Marketing materials should not be submitted on the proposed functionality.

4.4 Company Background and History

The third tab of the Proposal should include a comprehensive narrative history of the firm, including the development of its experience in providing services similar to those described in Section 2.0, Scope of Work. If a partnership with third-party companies is a part of a Proposal, the company background and history shall be provided for all third-party companies.

4.5 Key Proposed Personnel and Team Organization

The fourth tab of the Proposal should include the resumes of the proposed personnel as well as the structure of the proposed Selected Vendor Team. The resumes and structures shall be provided for the implementation team as well as the personnel involved in live operation and ongoing support and maintenance.

Resumes shall be specific to the actual personnel to be assigned for all primary roles. Resumes shall include the following information:

1. Name and title
2. Role on this contract
3. Description of roles and responsibilities
4. Home office location
5. Listing of past projects where resource implemented the proposed services and solutions
6. Listing of past projects where resource implemented other software products
7. Educational background
8. Professional registrations and memberships
9. Professional references, and
10. Additional relevant information

The City reserves the right to require background checks be conducted on any individual conducting work as either an employee of the Vendor, or on the Vendor's behalf.

4.6 Testing and Quality Assurance Plan

The fifth tab of the Proposal should include the proposed Testing and Quality Assurance Plan. This Plan should be based on the Proposer's standard approach for achieving quality assurance.

4.7 Training Plan

The sixth tab of the Proposal should include the proposed Training Plan and approach. This tab should include any optional training offerings (e.g. train the trainer, training all end-users, system administrator training) and clearly indicate which training model has been proposed.

4.8 Sub-Contracting

The seventh tab of the Proposal should identify any of the required services that are proposed to be sub-contracted, if any. For each of these services the following should be provided:

1. Summary of service
2. Reasons for sub-contracting
3. Proposed sub-contractor



4. Detailed sub-contractor responsibilities
5. Sub-contractor name
6. Sub-contractor location
7. Sub-contractor experience
8. Previous use of sub-contractor and
9. Any additional relevant information

4.9 References

The eighth tab of the Proposal should identify the Proposer's references. Proposers shall provide at least three (3) City/municipal government clients with whom the Proposer has worked during the past three (3) years that are of similar size and complexity to the City.

In the event the Proposer cannot provide the required three references, Proposer may substitute other organizations to ensure three (3) total references are provided. Proposers shall indicate how these substitute references deviate from the requested characteristics.

4.10 Response to Narrative Questions

The ninth tab of the Proposal should include the Proposer's response to the following narrative questions. Responses to narrative questions will be evaluated within the appropriate evaluation criteria.

1. Based on information provided in this RFP and experience in working with other localities, what is the Proposer's perspective on the most significant risks and how do you plan to mitigate these risks?
2. What is your process for monitoring, escalating, and resolving issues that may arise?
3. Provide a clear description of management responsibilities between the City and the Selected Vendor.
4. Based on current client obligations, what is the earliest you can begin services after contract signing, and what activities would the Proposer expect to occur within the first 60 days of contract signing?

4.11 Exceptions to RFP Requirements and Conditions and Terms and Conditions

The tenth tab of the Proposal should include any exception the Proposer takes to either the requirements and conditions of this RFP. The Proposer will describe exceptions and identify their impact to the City, including, but not limited to, workarounds, reductions in performance, capacity, flexibility, accuracy, and ultimately cost and value. The Proposer should identify the areas where they feel the requested service or product is not available, deviates from the specific requests, or is deemed to be an unwise or unwarranted approach. The City reserves the right to disallow exceptions it finds are not in the best interests of the City. Any and all exceptions must be identified and fully explained in the submitted Proposal. It is the City's intention to be made aware of any exceptions to terms or conditions prior to contract negotiations.

4.12 Price Proposal

The eleventh tab of the Proposal should include the Proposer's compensation for all services set forth in this Scope of Work. Proposals shall provide a breakdown price list of all components individually including but not limited to hardware, software and all accessories which are functional requirements of the DDTSS proposal. The proposed price list will be guaranteed for a minimum of three (3) years and thereafter any price increases shall be tied to and shall not be greater than the Santa Fe Local Area CPI at that time. Component price modification requests shall be submitted in writing to the PVB for consideration sixty (60) days prior to the contract expiration date and the end of the initial three (3) year term of the contract.



5.0 Special Conditions

5.1 Procurement Type

The resulting contract from this RFP shall be a not-to-exceed based contract. The initial contract price will be based on prices submitted by the Selected Vendor, subject to contract negotiations with the City, and remain firm for the initial term of the contract. Price adjustments may be negotiated at the request of either party in the extension periods with mutual agreement of the parties. The City must be notified in a timely manner of all proposed price increases. Refer to Article 3 of Attachment A for payment terms and conditions.

5.2 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 Offeror's control, and then only to the extent, as specified elsewhere in the contract documents.

5.3 Contract Approval

This RFP does not, by itself, obligate the City to award a contract. The City's obligation will commence following the City Council's approval of a contract. Upon written notice to the vendor, the City may set a different starting date for the contract. The City will not be responsible for any work done by the vendor, even work done in good faith, if it occurs prior to the contract start date set by the City.

5.4 Cancellation of Request for Proposal

The City reserves the right to cancel all or any part of this order, in this case the Request for Proposals, without cost to the City if the Offeror fails to meet the provisions for this order, and except as otherwise provided herein, to hold the Offeror liable for any excess cost occasioned by the city due to the Offeror's default. The Offeror 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 Offeror and these causes have been made known to the City of Santa Fe in written form within five working days of the Offeror 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 Offeror 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.

5.5 Pricing Structures

The City expects the following type of cost associated with procuring these services:

1. Implementation Services Cost

Implementation service costs include all costs related to implementation, configuration, data conversion, customization, and training. Typically, implementation service costs are provided as "not to exceed" estimates and the City will be charged for services as incurred.



It is important to note the following:

- The proposer shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications;
- In the event the product or service is provided at no additional cost, the item should be noted as "no charge;"
- In the event the product or service is not being included in the proposal, the item should be noted as "No Bid;" and,
- Proposer shall make clear the basis of calculation for all fees.

5.6 Invoicing

The Offeror's invoice shall be submitted in duplicate and shall contain the following information:

- invoice number
- invoice date
- invoice due date
- description of the supplies or services
- quantities
- unit prices
- extended totals

Separate invoices shall be submitted for each and every complete order.

Invoices must be submitted to City of Santa Fe, ITT Department, P.O. Box 909, Santa Fe, New Mexico, 87504 and NOT THE CITY PURCHASING AGENT.

5.7 Taxes and Taxpayer Information

The awarded vendor must provide a valid W-9 form within five (5) days of notification of award. 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.

5.8 Federal Requirements

The vendor must comply with all known federal requirements that apply to the proposal, the evaluation, and the contract.

5.9 Confidential Information

Any written, printed, graphic, or electronic or magnetically recorded information furnished by the City for the proposer's use are the sole property of the City. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning City employees, products, services, prices, operations, security measures, and subsidiaries.

The proposer and its employees shall keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with City approval, and only to the extent necessary to perform the work under the agreement. This prohibition also applies to the proposer's employees, agents, and subcontractors. On termination of the agreement, the proposer will promptly return any confidential information in its possession to the City.



5.10 City Property

The use of any and all City property must be approved in advance.

5.11 Warranty

A warranty is sought for both the software and implementation services. It is assumed that proposers have priced their services to recognize these warranty provisions. The extent of the warranty coverage will be evaluated as part of the overall procurement process.

5.12 Insurance Requirements

Proposer shall, at Proposer's expense, secure and maintain in effect throughout the duration of the contract, insurance of the following kinds and limits set forth in this Section 5. The Proposer shall furnish a certificate of insurance to the City before starting work or within ten (10) days after the notice of award of the contract, which ever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of New Mexico and having a rating of at least A-VII, according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the City. The following provision shall also be stated on each applicable certificate of insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." Proposer shall require any of its subcontractors to secure and maintain insurance as set forth in this Section and indemnify, hold harmless and defend the City, its officers, employees, attorneys and volunteers as set forth in this Agreement.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

A. Commercial General Liability:

- i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:
 - a. General Aggregate \$2,000,000.00
 - b. Each Occurrence \$1,000,000.00
 - c. Personal Injury \$1,000,000.00
- iii. Coverage for all claims arising out of the Proposer's operations or premises, anyone directly or indirectly employed by the Proposer.

B. Professional Liability:

- i. Per Claim/Aggregate \$2,000,000.00
- ii. Coverage for all claims arising out of the Proposer's operations or premises, anyone directly or indirectly employed by the Proposer, and the Proposer's obligations under the indemnification provisions of this Agreement to the extent same are covered.

C. Workers' Compensation:

- i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of New Mexico, including occupational disease provisions, for all employees who perform work pursuant to the contract, and in case work is subcontracted, the Proposer shall require each subcontractor similarly to provide Workers' Compensation Insurance. In case employees engaged in hazardous work under this Agreement are not protected under said worker's compensation



insurance, the Proposer shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

D. Comprehensive Automobile Liability:

- i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
- ii. Limits:
 - a. Combined Single Limit \$1,000,000.00

E. Umbrella:

- i. Limits:
 - a. Each Occurrence/Aggregate \$2,000,000.00

- F.** The City, its officers, employees and agents shall be named as an additional insured on all insurance policies identified herein except Workers' Compensation and Professional Liability. The Proposer shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents, and employees.

Proposer understands and agrees that, except as to Professional Liability, any insurance protection required by the contract or otherwise provided by the Proposer, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City, its officers, employees agents as herein provided.

5.13 Pending and Recent Litigation

Proposers must disclose any pending or recent litigation they are involved in as a company. Recent is defined as the past three years. Information provided should include the timeline of the litigation history, the subject of the litigation, and the current status of the litigation. Proposals must also disclose any pending litigation of any third-party partners in the proposal.

5.14 Proposer's Certification

By signature on the proposal, the proposer certifies that it complies with:

- 1. The laws of the State of New Mexico and is licensed to conduct business in the State of New Mexico;
- 2. All applicable local, state and federal laws, codes and regulations;
- 3. All terms, conditions, and requirements set forth in this RFP;
- 4. A condition that the proposal submitted was independently arrived at, without collusion; and,
- 5. A condition that the offer will remain open and valid for the period indicated in this solicitation; and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest.

If any proposer fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the proposer in default.

5.15 Offer Held Firm

Proposals must remain open and valid for at least 180 days from the deadline specified for submission of proposals. In the event award is not made within 180 days, the City will send a written request to all proposers deemed susceptible for award asking proposers to hold their price firm for a longer specified period of time.



5.16 Amendment/Withdrawal of Proposals

Proposers may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to a request of the City. After the deadline, proposers may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The City may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the City may retain the proposer's bid bond or other bid type of bid security, if one was required.

5.17 Alternate Proposals

Proposers may submit alternate proposals for evaluation.

5.18 Subcontractor Information

Subcontractors may be used to perform work under this contract. If the proposer intends to use subcontractors, the proposer must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the proposer must provide the following information concerning each prospective subcontractor within five working days from the date of the City's request:

1. Complete name of the subcontractor
2. Complete address of the subcontractor
3. Type of work the subcontractor will be performing
4. Percentage of work the subcontractor will be providing
5. Evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid State of New Mexico business license
6. A written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract and
7. A copy of the prime-contractor/sub-contractor contract verifying the prime-contractor has the sole responsibility for any and all services under this RFP and is financially liable, without exception, to the City for all services contracted by the proposer under this RFP

The proposer's failure to provide this information, within the time set, may cause the City to consider its proposal nonresponsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the assigned City Manager or contract administrator designated by the City.

5.19 Clarification of Proposals

In order to determine if a proposal is reasonably susceptible for award, communications by the Point of Contact identified in Table 02 or the proposal Evaluation Committee are permitted with any proposer to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

5.20 Rights to Submitted Material

It shall be understood that all proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts and proposal or referencing information submitted in response to this RFP, shall become the property of the City, and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a government entity, the City is subject to making records available for disclosure.



5.21 Contract Negotiation

After final evaluation, the City may negotiate with the offerors of the highest-ranked proposal. Negotiations, if held, will be within the scope of the RFP and limited to those items that would not have an effect on the ranking of proposals. If any proposer fails to negotiate in good faith, the City may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If contract negotiations are commenced, the City anticipates conducting negotiations remotely through electronic communications and teleconferences, beginning on a date and time to be determined.

If contract negotiations are held in person, they will be held at the City of Santa Fe offices, and the offeror will be responsible for all costs including its travel and per diem expenses.

5.22 Failure to Negotiate

If the selected proposer:

1. Fails to provide the information required to begin negotiations in a timely manner;
2. Fails to negotiate in good faith;
3. Indicates it cannot perform the contract within the budgeted funds available; or,
4. If the proposer and the City, after a good-faith effort, cannot come to terms; then

The City may terminate negotiations with the proposer initially selected and commence negotiations with the next highest-ranked proposer. At any point in the negotiation process, the City may, at its sole discretion, terminate negotiations with any or all proposers.

5.23 Non-Discrimination

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

5.24 Non-Collusion Statement

Proposers shall complete and sign the non-collusion statement and include it with their proposal. In signing this bid or proposal, the Offeror 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.

5.25 Standards of Conduct

The City of Santa Fe conducts business with the public, business partners, vendors and contractors under a set of rules to ensure that all City officials and employees discharge their duties in a manner designed to promote public trust and confidence in our City.

5.26 Public Information

It shall be understood that all Proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charts and Proposal or referencing information submitted in response to this RFP shall become the property of the City, and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a governmental entity, the City is subject to making records available for disclosure pursuant to



applicable public record disclosure laws, and Proposers, including the Proposer ultimately awarded the contract, shall cooperate in complying with such public disclosure laws at no additional cost to the City.

5.27 Resident, Local, or Veterans Preference

- a. 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, 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 Taxation and Revenue Department.

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.

- b. 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%.

- c. 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:
 - i. 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.
- ii. 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.
 - iii. New Mexico Resident Veteran Business Preference: New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a 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.
 - iv. 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 a completed Local Preference Certification Form.
 - v. 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.
 - vi. The local preference or resident business preference is not cumulative with the resident veteran business preference.
- d. Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 of the City Procurement Manual 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 proposal 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.

5.28 Compliance with City's Minimum Wage Rate Ordinance (Living Wage Ordinance)

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.



5.29 Protests and Resolutions Procedures

Any proposer, 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.

5.30 Assignment

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

5.31 Use Upon Contract Termination or Expiration

The City intends to continue to use the software, reports and queries after termination or expiration of the Contract. The Contractor agrees that City will own all software code, queries, reports, and data upon termination or expiration of the Contract, and following termination or expiration of the Contract.

Contractor shall provide to City all software code, queries, reports, data in a readable electronic form determined by agreement of both parties.

Proposals shall identify any limitations on City's use of the software code, queries, reports following termination of the Contract. Proposals shall describe a plan for escrow of application software, including the procedure for updating the escrow account.



Attachment

Attachment A – Non-Disclosure and Conflict of Interest Statement

CITY OF SANTA FE (CSF)
NON-DISCLOSURE AND CONFLICT OF INTEREST STATEMENT

REQUEST FOR PROPOSAL # ‘

EVALUATOR NAME: _____

CSF policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of CSF contracts and Purchase Orders.

I, _____, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by commitments contained herein.

I am acting at the request of CSF as a participant in the evaluation of *offers/proposals* received in response to the *Request for Offers! Request for Proposals*, entitled and/or numbered. I am acting of my own accord and not acting under duress. I am not currently employed by, nor am I receiving any compensation from, nor have I been the recipient of any present or future economic opportunity, employment, gift, loan, gratuity, special discount, trip, favor, or service in connection with any *offer/proposal* or involved *Offeror/Proposer* in return for favorable consideration. I have no preconceived position on the relative merits of any of the *offers/proposals* nor have I established a personal preference or position on the worth or standing of any *Offeror/Proposer* participating in this action. CSF policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of CSF contracts, including, but not limited to contracts for professional services, agreements with consultants and Purchase Orders.

I hereby certify that to the best of my knowledge and belief, no conflict of interest exists that may diminish my capacity to perform an impartial, technically sound, objective review of this proposal(s) or otherwise result in a biased opinion or unfair competitive advantage. I agree not to disclose or otherwise divulge any information pertaining to the contents, status, or ranking of any *offer/proposal* to anyone other than the team leader or other evaluation team members. I understand the terms and "disclose or otherwise divulge" to include, but are not limited to, reproduction of any part or any portion of any *offer/proposal*, or removal of same from designated areas without prior authorization from the evaluation team leader. I agree to perform any and all evaluations of said *offers/proposals* in an unbiased manner, to the best of my ability, and with the best interest of CSF paramount in all decisions.

I agree to return to CSF Purchasing Department all copies of proposals, as well as any abstracts, upon completion of the evaluation.

SIGNATURE AND DATE:



Attachment

Attachment B – Campaign Contribution Disclosure Form

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

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

Signature Date



Attachment

Attachment C – Local Preference Instructions & Certification Form

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



Attachment

Attachment D – Resident Veterans Preference Form

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:



Attachment

Attachment E – Sample Contract

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 Contractor shall provide the following Database, Development, Training and Support Services for the City of Santa Utility Billing Division.

A. Functional Areas:

The following table contains the list of functional areas of the desired services.

Table 03: Functional Areas

| No. | Functional Area | No. | Functional Area |
|-----|------------------------------|-----|---------------------|
| 1 | Utility Service Customer | 5 | Accounts Receivable |
| 2 | Utility Billing Functionalit | 6 | Accounts Payable |
| 3 | Meter Reading Import/Export | 7 | Fixed Assets |
| 4 | Cashiering | 8 | General Ledger |

B. Data Transfer Process:

The Contractor must ensure the integrity of all data transmission and development of requested interfaces.

C. Support and Maintenance:

The Contractor shall at all times provide IT maintenance and support services for all custom developed software, and JDEdwards Utility Customer Information System (UCIS).

D. Systems Integration:

The Contractor must provide if needed custom programs with the ability to interface with the City's current and any future Billing Systems and Financial System. The Contractor must ensure that the system will protect confidentiality with regard to all data obtained from said systems. Current system integration includes Oracle JDEdwards Enterprise One Financials, ActiveNet Payment Manager, Paymentus and PostalPros.

E. Data Back-up and Restore:

The Contractor shall have expertise in data back-up and restore processes on IBM I-series/AS400 platform. Any data updates shall follow IT best practices for saving files prior to updates.

F. Reports:

Proposals shall describe all reports that can be generated by the system, whether or sample of a custom report developed on the current platform and software.

G. Computer System Environment:

The City expects the Contractor to have expertise on IBM I-Series/AS400, OS400 version 7.1 and JDEdwards Utility Customer Information System.

H. Application Design:

Proposals shall describe the expertise in IBM I-Series platform including IBM Security, Integrated File System (IFS) and integration to PC, RPG programming on I-series, CL programming on I-series.

I. Data Processes:

Proposals shall describe the general method for processing and updating of data, including screen design aid (SDA) and I-series data utilities including Data File Utility **(DFU)**, Program Data Management (PDM), Sequel Query Language (SQL) and AS400 Query.

J. Security Authorization:

Proposals shall describe the system security controls that will be used to regulate access to data and specific functions of the system on I-series.

K. Technical Support:

Proposals shall thoroughly describe staff that will be used and their experience to support the requirements. Proposals shall identify the City's rights to use and modify the software after completion of the development and/or contract period.

L. Disaster Recovery:

Proposals shall describe the precautions to be taken to ensure that all systems, files and data are reliably backed up and when appropriate, archived in case of disaster. Proposals shall thoroughly explain the disaster recovery and backup plan that at a minimum shall address the following:

- (1) Procedures for back up on IBM I-series
- (2) Procedures for restoring data on IBM I-series

M. Security:

The Contractor shall provide complete security protocol for the protection of both data and physical components. Security includes the protection of physical items such as communication networks. Security shall also include guarding non-physical items, such as the confidentiality of data.

N. City Staffing and Management:

The City will have a dedicated manager through implementation and support. The City intends to have both functional and technical resources available during implementation. Additional detailed City resource planning has not been completed and will be based on the resource estimates provided by the Offeror.

O. Vendor Staffing and Management:

Superior services levels require a staff with demonstrated technical expertise. The Contractor's key staff shall be evaluated on the amount and quality of experience in their technical disciplines.

The Contractor, and subcontractors who are responsible for 30% or more of the scope of work, shall provide adequate transition staff that resides within the City and County of Santa Fe for the duration of the transition period. This staffing requirement will include personnel with the ability to provide improvements and enhancements to the system.

Proposals shall contain a staffing plan that provides time allocation (percentage of dedication to the proposed contract) for the staff person(s).

Proposals shall describe how system availability shall be ensured through technical service support, and describe the ability to provide this support and the facilities and other requirements needed on site. Proposals shall also explain how the proposed staffing is sufficient to provide Customer service to meet requested standards and support.

P. Current City Applications Environment:

A variety of applications and databases exist in the current environment to support the City's core business processes. The application environment includes the primary applications as described further below.

(1) JDEdwards Utility Customer Information System (UCIS): The current UCIS system is running version 7.3 cum 11. Running on IBM system I power 6 on one of the city 3 Logical Partitions (LPAR). On the production LPAR running UCIS there is 1 production environment and 1 test environment.

(2) JD Edwards EnterpriseOne: The City's current Enterprise Resource Planning (ERP) system is Oracle's JD Edwards EnterpriseOne, running version 8.12; tools release 8.98.3. The current hardware platform is an IBM System I, Power 6 partitioned into three (3) Logical Partitions (LPARs); Enterprise/Application Server; Web Server; and Test Server. These partitions support three (3) environments; Production (PD); Prototype (**PY**); and Development (DV). A Deployment Server runs on a HP DL 360 G5 Server. Three (3) additional LPARs run on the IBM System I in support of other functions World, High Availability, and Test2. The City recently completed an upgrade of the OS400 Operating System on its IBM System I from V5R4 to V7R1.

(3) The City is currently using UCIS modules that include Customer Service, Billing, Meter Reading, Fixed Assets, Accounts Receivable, Accounts Payable, and General Ledger. JD Edwards EnterpriseOne ERP system modules to manage functions including General Ledger, Accounts Payable, Accounts Receivable, Budget, Purchasing, Inventory Management, Fleet Maintenance, Payroll, User Account Management, limited Workflow and Transactions Processing in some functional areas, limited Employee Time Entry, and Position Control.

Q. Training and Documentation

The Contractor will develop, provide, and manage a detailed plan for training. Documentation, including training manuals and agendas, will be provided by the Proposer before each training session with City staff.

The Contractor shall describe the ability to provide up-to-date, detailed documentation that describes the features and functions of the custom-rendered reports and queries. The documentation shall be provided for both users and the technical personnel who will administer and maintain the system. It is desirable that differing levels of documentation (user documentation and technical documentation) exist. The selected vendor shall provide documentation in web-based and/or PDF forms.

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. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed _____ (\$_____, plus/inclusive of applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

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 terminate on — — — — 2019, unless sooner pursuant to Article 6 below. This Agreement may be extended for (3) additional twelve (12) month periods, not to exceed four (4) years by the written agreement of the parties amending this Agreement.

6. TERMINATION

A. This Agreement may be terminated by the City upon 10 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, 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, the 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:
Utility Billing Division Director
801 W. San Mateo
Santa Fe, NM 87504

Contractor:

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

CITY OF SANTA FE:

CONTRACTOR:

CITY MANAGER

NAME & TITLE

DATE: _____

DATE: _____

ATTEST:

CRS#:
Business Registration #:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

~~KELLEY A. BRENNAN, CITY ATTORNEY~~

APPROVED:

ADAM JOHNSON, FINANCE DIRECTOR

52201
Business Unit Line Item



Attachment

Attachment F – Minimum Wage Ordinance






City of Santa Fe

Living Wage Ordinance







PURSUANT TO THE CITY OF SANTA FE
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987
EFFECTIVE MARCH 1, 2018 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

\$11.40
PER HOUR

Santa Fe's Living Wage

-  The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
-  The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).
-  All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

Who is Required to Pay the Living Wage?

-  The City to all full-time permanent workers employed by the City;
-  Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
-  Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars (\$25,000) for the duration of the City grant or subsidy;
-  Businesses required to have a business license or registration from the City; and
-  Nonprofit organizations, except for those whose primary source of funds is from Medicaid waivers.
-  For workers who customarily receive more than one hundred dollars (\$100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living 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.

More Information, including the Living Wage Ordinance, is available at

<http://www.santafenm.gov>

(Click on Hot Topics/Living Wage)