

**The City of Santa Fe  
AND  
Human Resources Department**

**REQUEST FOR PROPOSALS (RFP)**

**Medical Leave Administration and Compliance Services**



**RFP#**  
23/05/P

RFP Release Date: **10/6/22**

Proposal Due Date: **11/1/22**

**ELECTRONIC-ONLY PROPOSAL SUBMISSION**

# TABLE OF CONTENTS

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

28.	<i>Campaign Contribution Disclosure Form</i> .....	18
29.	<i>Letter of Transmittal</i> .....	18
30.	<i>Disclosure Regarding Responsibility</i> .....	18
31.	<i>Local Preferences</i> .....	20
<b>III. RESPONSE FORMAT AND ORGANIZATION</b> .....		<b>21</b>
A.	NUMBER OF RESPONSES .....	21
B.	NUMBER OF COPIES .....	21
1.	<i>ELECTRONIC SUBMISSION ONLY Responses</i> .....	21
C.	PROPOSAL FORMAT .....	22
1.	<i>Proposal Content and Organization</i> .....	22
<b>IV. SPECIFICATIONS</b> .....		<b>23</b>
A.	DETAILED SCOPE OF WORK .....	23
B.	TECHNICAL SPECIFICATIONS.....	25
1.	<i>Organizational Experience</i> .....	25
	<i>Mandatory Specification (B.3)</i> .....	26
C.	BUSINESS SPECIFICATIONS .....	28
1.	<i>Letter of Transmittal Form</i> .....	28
2.	<i>Campaign Contribution Disclosure Form</i> .....	28
3.	<i>Cost</i> .....	28
4.	<i>Local Preference</i> .....	28
<b>V. EVALUATION</b> .....		<b>29</b>
A.	EVALUATION POINT SUMMARY .....	29
B.	EVALUATION FACTORS .....	29
1.	<i>B.1 Organizational Experience (See Table 1)</i> .....	29
2.	<i>B.2 Organizational References (See Table 1)</i> .....	29
3.	<i>C.1 Letter of Transmittal (See Table 1)</i> .....	30
4.	<i>C.2 Campaign Contribution Disclosure Form (See Table 1)</i> .....	30
5.	<i>C.3 Cost (See Table 1)</i> .....	30
6.	<i>C.4. Local Preferences</i> .....	30
C.	EVALUATION PROCESS .....	31
<b>APPENDIX A</b> .....		<b>32</b>
<b>ACKNOWLEDGEMENT OF RECEIPT FORM</b> .....		<b>32</b>
<b>APPENDIX B</b> .....		<b>34</b>
<b>CAMPAIGN CONTRIBUTION DISCLOSURE FORM</b> .....		<b>34</b>
<b>APPENDIX C</b> .....		<b>38</b>
<b>COST RESPONSE FORM</b> .....		<b>38</b>
<b>APPENDIX D</b> .....		<b>40</b>
<b>LETTER OF TRANSMITTAL FORM</b> .....		<b>40</b>
<b>APPENDIX E</b> .....		<b>42</b>
<b>ORGANIZATIONAL REFERENCE QUESTIONNAIRE</b> .....		<b>42</b>
<b>APPENDIX F</b> .....		<b>46</b>
<b>NON-COLLUSION AFFIDAVIT</b> .....		<b>46</b>
<b>APPENDIX G</b> .....		<b>48</b>

<b>CONFLICT OF INTEREST .....</b>	<b>48</b>
<b>APPENDIX H.....</b>	<b>51</b>
<b>LIVING WAGE ORDINANCE.....</b>	<b>51</b>
<b>APPENDIX I .....</b>	<b>53</b>
<b>DRAFT CONTRACT.....</b>	<b>53</b>

# **I. INTRODUCTION**

## **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of administration, tracking and reporting of the Family Medical Leave Act (FMLA), leave of absence, and medical leave.

## **B. BACKGROUND INFORMATION**

The City of Santa Fe, NM is currently in the process of exploring options to satisfy their internal medical leave administration needs. The Family Medical Leave Act (FMLA) provides employees with leave for family and medical emergencies while ensuring job security in their employment with the City of Santa Fe. It also serves as a tool for safeguarding employees' rights and provides equal employment opportunities for all.

The City of Santa Fe is specifically looking at options that will provide an automated, confidential, cost-efficient way to manage medical leave administration.

## **C. SCOPE OF PROCUREMENT**

Administers the FMLA/medical leave administration process from the employees' initial leave until the employee returns to work. This includes but is not limited to providing, gathering, and completing all required paperwork, determining leave eligibility, designating leave as FMLA-qualifying, requesting medical certification as needed, follow up with medical providers, accounting for intermittent and reduced schedule leave use, and returning employees to work from medical leave.

The result of the RFP will be a single award four (4) year contract.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

## **D. PROCUREMENT MANAGER**

The Mayor's Office has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Monica Acevedo, Procurement Manager  
Telephone: (505) 955-6081  
Email: mxacevedo@santafenm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager at the following email:

Procurement Manager: mxacevedo@santafenm.gov

Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.10.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

## **E. PROPOSAL SUBMISSION**

***Submissions of all proposals must be accomplished via email to: [purchasing\\_RFP@santafenm.gov](mailto:purchasing_RFP@santafenm.gov).***

## **F. DEFINITION OF TERMINOLOGY**

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

1. **“Authorized Purchaser”** means an individual authorized by a Participating Entity to place orders against this contract.
2. **“Award”** means the final execution of the contract document.
3. **“Business Hours”** means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. **“Central Purchasing Office”** means the office responsible for the control of procurement of items of tangible personal property, services or construction.
5. **“Chief Procurement Officer”** means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personal property, services or construction.
6. **“City”** means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.
7. **“Close of Business (COB)”** means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
8. **“Confidential”** means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
9. **“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction.

10. “**Contractor**” means any business having a contract with the City of Santa Fe.
11. “**Department**” means the Requesting Department sponsoring this Procurement.
12. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
13. “**Desirable**” – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
14. “**Electronic Submission**” means a successful submittal of Offerors proposal.
15. “**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices. The electronic version/copy can only be emailed.
16. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors proposals.
17. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
18. “**Final Award**” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
19. “**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
20. “**Fiscal Year**” means a one-year period that governments use for financial reporting and budgeting. City’s Fiscal year start date July 1<sup>st</sup> and end date June 30<sup>th</sup>. as reckoned for taxing or accounting purposes.
21. “**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
22. “**Mandatory**” – the terms “must,” “shall” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’ s proposal.
23. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
24. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
25. “**Procurement Manager**” means any person or designee authorized by the Requesting Department to facilitate the procurement and or administer the contract(s).

26. **“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved, and project acceptance is given by the project executive sponsor.
27. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
28. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
29. **“Requesting Department”** means the City Department responsible for overseeing the work or delivery of tangible personal property by a contractor.
30. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
31. **“Responsive Offeror”** means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
32. **“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The City of Santa Fe reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the City’s Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.
33. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
34. **“State (the State)”** means the State of New Mexico.
35. **“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
36. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
37. **“Written”** means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.



## **G. PROCUREMENT LIBRARY**

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

[https://www.santafenm.gov/bids\\_rfps](https://www.santafenm.gov/bids_rfps)

Other relevant links:

HR Website: [Human Resources | City of Santa Fe, New Mexico \(santafenm.gov\)](#)

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

### A. SEQUENCE OF EVENTS

The City's Central Purchasing Office and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Central Purchasing Office	10/6/22
2. Acknowledgement of Receipt Form	Potential Offerors	10/14/22
3. Pre-Proposal Conference	Requesting Department	10/14/22
4. Deadline to submit Written Questions	Potential Offerors	10/19/22
5. Response to Written Questions	Procurement Manager	10/21/22
<b>6. <i>Submission of Proposal</i></b>	<b><i>Potential Offerors</i></b>	<b><i>11/1/22</i></b>
7.* Proposal Evaluation	Evaluation Committee	11/2/22-11/9/22
8.* Selection of Finalist	Evaluation Committee	11/10/22
9.* Oral Presentation(s) (If Needed)	Requesting Department/Finalist Offerors	11/10/22
10.* Finalize Contractual Agreements	Requesting Department/ Finalist Offerors	11/16/22-11/18/22
11.* Contract Awards	Requesting Department/Finalist Offerors	11/22/22
12.* Protest Deadline	Central Purchasing Office	+15 days

\*Dates indicated in Events 7 through 12 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

### B. EXPLANATION OF EVENTS

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

#### 1. Issue RFP

This RFP is being issued on behalf of The City of Santa Fe's Human Resource Department on the date indicated in Section II.A., Sequence of Events.

## 2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (**APPENDIX A**), to the Central Purchasing Office at [Purchasing\\_RFP@santafenm.gov](mailto:Purchasing_RFP@santafenm.gov), to have their organization placed on the procurement Distribution List. The form must be returned to the Central Purchasing Office by **3:00 pm MST/ MDT** on the date indicated in Section II.A, Sequence of Events

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

## 3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 10:00am on October 14, 2022. Join Zoom Meeting  
<https://santafenm-gov.zoom.us/j/81583835245>

Meeting ID: 815 8383 5245

One tap mobile

+12532158782,,81583835245# US (Tacoma)

+13462487799,,81583835245# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 719 359 4580 US

+1 564 217 2000 US

+1 646 931 3860 US

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 386 347 5053 US

**Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Office and the Procurement Manager** (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

#### 4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Central Purchasing Office and the Procurement Manager as to the intent or clarity of this RFP until **5:00PM MST/MDT** as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Central Purchasing Office and the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question. E-Mail Questions to the Procurement Manager: [mxacevedo@santafenm.gov](mailto:mxacevedo@santafenm.gov) .

#### 5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to:  
[https://www.santafenm.gov/bids\\_rfps](https://www.santafenm.gov/bids_rfps)

#### 6. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING OFFICE VIA EMAIL AT [Purchasing\\_RFP@santafenm.gov](mailto:Purchasing_RFP@santafenm.gov), NO LATER THAN **3:00 PM** MST/MDT ON INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

***Proposals must be submitted electronically through email until further notice. Refer to Section III.B.1 for instructions.*** Proposals submitted by facsimile will not be accepted.

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

#### 7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Central Purchasing Office or/and the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

## **8. Finalize Contractual Agreements**

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the City of Santa Fe reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **9. Contract Awards**

Upon receipt of the signed contractual agreement, the Department will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and Governing Body approval.

## **10. Protest Deadline**

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The fifteen (15) calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

JoAnn D. Lovato, CPO  
Interim Chief Procurement Officer  
City of Santa Fe  
[jlovato@santafenm.gov](mailto:jlovato@santafenm.gov)

**PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.**

## **C. GENERAL REQUIREMENTS**

### **1. Acceptance of Conditions Governing the Procurement**

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C.1, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.29, located in **APPENDIX D**.

### **2. Incurring Cost**

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

### 3. Prime Contractor Responsibility

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

### 4. Subcontractors/Consent

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

### 5. Amended Proposals

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

### 6. Offeror's Rights to Withdraw Proposal

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

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

### 7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred eighty (180) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

### 8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by The City. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
  1. confidential financial information concerning the Offeror's organization; and
  2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

**IMPORTANT:** The price of products offered or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the City Attorney and the Chief Procurement Officer shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

## **9. No Obligation**

This RFP in no manner obligates The City or any of its Departments to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

## **10. Termination**

This RFP may be canceled at any time. Any and all proposals may be rejected in whole or in part when the Department determines such action to be in the best interest of the City of Santa Fe.

## **11. Sufficient Appropriation**

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

## **12. Legal Review**

The Department requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Central Purchasing Office and the Procurement Manager.

## **13. Governing Law**

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

## **14. Basis for Proposal**

Only information supplied in writing by the Central Purchasing Office and the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

## **15. Contract Terms and Conditions**

The contract between the Department and a contractor will follow the format specified by The City and contain the terms and conditions set forth in the Draft Contract **Appendix I**. However, the contracting Department reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract with any Offeror. The contents of this RFP, as revised and/or supplemented,

and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

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

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (**APPENDIX I**) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The City may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to The City and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

## **16. Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with The City. See Section II.C.15 for requirements.

## **17. Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between The City and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

## **18. Offeror Qualifications**

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

## **19. Right to Waive Minor Irregularities**

The Evaluation Committee, upon approval from the Chief Procurement Officer, reserves the right to waive minor irregularities, as defined in Section I.F.23. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed



to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

## **20. Change in Contractor Representatives**

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

## **21. Notice of Penalties**

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

## **22. Department Rights**

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

## **23. Right to Publish**

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

## **24. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of The City. If the RFP is cancelled, all responses received **shall** be destroyed by the Central Purchasing Office unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

## **25. Confidentiality**

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

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

## **26. Electronic mail address required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

## 27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Central Purchasing Office, the Offeror acknowledges that the version maintained by the Central Purchasing Office shall govern. Please refer to: [https://www.santafenm.gov/bids\\_rfps](https://www.santafenm.gov/bids_rfps)

## 28. Campaign Contribution Disclosure Form

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

## 29. Letter of Transmittal

Offeror's proposal **must** be accompanied by an **unaltered** Letter of Transmittal Form, **APPENDIX D**, which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, none, does not apply, etc. are acceptable responses).

The Letter of Transmittal **MUST:**

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only required if the responses differ from the individual identified in A*);
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as City, County, State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of all amendments (if any) to the RFP.

**Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.**

## 30. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
  1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;

2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
    - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the Chief Procurement Officer or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Chief Procurement Officer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other

remedies available to the Government, the Chief Procurement Officer may terminate the involved contract for cause. Still further the Chief Procurement Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer

### **31. Local Preferences**

The City recognizes the value of revenue derived from local businesses and shall procure goods and/or services locally, when possible, pursuant to Ordinance and this Manual, except for purchases using city, state and federal grant funds. Applicable City, state and federal law and regulations govern procurements using city, state or federal funds.

#### **A. Local Preference Qualification**

To qualify for a local preference, a vendor must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978 §13-1-22.

1. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.
2. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

#### **B. Solicitations above One Million Dollars (\$1,000,000)**

1. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.
2. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid submitted, if and only if at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

**The Local Preferences shall not apply if the expenditures for this RFP includes federal funds**

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offerors shall submit only one (1) proposal in response to this RFP electronically via email to [Purchasing\\_RFP@santafenm.gov](mailto:Purchasing_RFP@santafenm.gov) *only*.

#### B. NUMBER OF COPIES

##### 1. ELECTRONIC SUBMISSION ONLY Responses

**Proposals in response to this RFP must be submitted through City of Santa Fe's Purchasing email AS A PDF FILE ONLY**, the Offeror need only submit one (1) single electronic PDF copy of each portion of its proposal (Technical and Cost) as outlined below. **EXCEPTION: Multiple electronic files may be necessary if there are issues uploading/attaching PDF files.** Separate the proposals as described below into separate electronic PDF files for submission. **When submitting proposals electronically (via email as indicated above), offeror must indicate the RFP number and the title of the document (s) PDF file (s) uploaded/attached in the Subject Line of the email.**

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as "Technical Proposal," or "Cost Proposal," on the front page of each upload and ensure to indicate the RFP number and Title as specified above.

a) **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with Section III.C.1. Proposal Format. All information for the Technical Proposal **must be combined into a single file/document for uploading.** **EXCEPTION: Multiple electronic files may be necessary if there are issues uploading/attaching PDF files** The Technical Proposals **SHALL NOT** contain any cost information.

i. **Confidential Information:** If Offeror's proposal contains confidential information, as defined in Section I.F.8 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :

- One (1) ELECTRONIC version of the requisite proposals as **unredacted** (def. Section I.F.36) versions for evaluation purposes; and
- One (1) **redacted** (def. Section I.F.27) ELECTRONIC. for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file;

b) **Cost Proposals** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading.** **EXCEPTION: Multiple electronic files may be necessary if there are issues uploading/attaching PDF files.**

The ELECTRONIC proposal submission must be fully submitted to: [purchasing\\_RFP@santafenm.gov](mailto:purchasing_RFP@santafenm.gov) by the submission deadline in Section II.B.6. Submissions cannot be password protected and **must be a PDF format.** *The Offeror must ensure to allow adequate time for large PDF files (uploads/attachments)*

*in order to fully complete the proposal response by the deadline, date and time. An electronic submission that is not both: (1) fully complete; and (2) received, via email by the deadline, will be deemed late. Further, a submission that is not fully received by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.*

**NO LATE PROPOSAL WILL BE ACCEPTED.**

Any proposals that do not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** *may be* deemed non-responsive and rejected on that basis.

## **C. PROPOSAL FORMAT**

All proposals **must** be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

### **1. Proposal Content and Organization**

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

**Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Table of Contents
- D. Proposal Summary
- E. Response to Contract Terms and Conditions (from Section II.C.15)
- F. Offeror's Additional Terms and Conditions (from Section II.C.16 )
- G. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal/Binder 2**)
  1. Organizational Experience
  2. Organizational References
  3. Local Preferences (if applicable)
- H. Other Supporting Material (if applicable)

**Cost Proposal:**

1. Completed Cost Response Form (**APPENDIX C**)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

## IV. SPECIFICATIONS

### A. DETAILED SCOPE OF WORK

The City is issuing a Request for Proposal (RFP) and seeking a qualified contractor to administer FMLA/medical leave and process from the employees' initial notice of the need for leave up until the employee can return to work.

Contractor shall provide the following services:

1. Providing, gathering, and completing all required paperwork, determining leave eligibility, designating leave as FMLA-qualifying, requesting medical certification as needed, follow up with medical providers, accounting for intermittent and reduced schedule leave use, and returning employees to work from medical leave.
2. Maintains reasonable communication with employees, via phone, email, or zoom on leave to facilitate smooth and timely return to work; relay communication to employees, supervisors, directors and the HR Department during leave as needed.
3. Provides the employee with a copy of the essential job functions checklist and processes the employee back to work.
4. Oversees the return-to-work process for employees returning from medical leave and assist with restrictions, accommodations under the Americans with Disabilities Act (ADA), light-duty, extended medical leave.
5. Maintains complete and accurate records of leave and accommodation requests in accordance with specified legal requirements and in compliance with City policies.

Contractor will receive all requests for FMLA leave and contact the employee and HR department within the required time frames in compliance with the FMLA Act. The Family and Medical Leave Act entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

Twelve workweeks of leave in a 12-month period for:

the birth of a child and to care for the newborn child within one year of birth;  
the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;  
to care for the employee's spouse, child, or parent who has a serious health condition;  
a serious health condition that makes the employee unable to perform the essential functions of his or her job;  
any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or

Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

The Contractor will apply the FMLA regulations or City of Santa Fe policy regarding proper notification for leave request, approval and denial notifications, submission/return of forms and other data relevant to the claim. This includes the type of leave requested and the qualifying event to determine eligibility based on but not limited to: diagnosis, appropriate medical findings supporting diagnosis, prognosis, treatment plan, and expected return to work date. FMLA leave will run concurrently with workers compensation, if applicable as well as processed through benefits.

Contractor shall provide monthly reports on the following:

1. Number of requests submitted monthly.
2. Number of requests approved monthly.
3. Number of denied requests and reason of denial monthly.
4. Number of employees on Continuous FMLA and number of employees Intermittent FMLA monthly.
5. Number of employees on light duty monthly.
6. The monthly reports are to be submitted to the assigned HR staff in an excel spreadsheet.
7. The monthly report shall be provided no later than 5<sup>th</sup> day of the following month.
8. This monthly report shall include the following information:
9. Employee name
10. Department
11. Employee number
12. Supervisor name
13. Dates of approved FMLA to include whether it is Continuous or Intermittent Leave
14. Date returned to work
15. Date Light Duty started and date ended.
16. Number of times employee has requested FMLA

#### Claim Management and Processing

1. Issuance of initial FMLA claim package to employee
2. Determination of FMLA leave eligibility
3. Issuance of Rights and Responsibilities
4. Preparation of approval and denial notifications to employees
5. Verification of medical certification
6. Notification to employer and employee of FMLA approved and end date
7. Detailed case management
8. Efficient FMLA claim processing (i.e. within Department of Labor mandates)
9. Notification of denial of FMLA request.

#### Claim Tracking, Documentation and Reporting

1. Tracking of all employee FMLA requests
2. Tracking of FMLA utilization by employees including recertification, intermittent, etc.
3. Complete documentation for each FMLA claim, including documentation of communications with employees
4. Ability to track FMLA leave concurrently with of Workers' Compensation claims or other disability leaves
5. Detailed reports on employee FMLA usage trends and benchmarks
6. Consistency in all written and verbal communications with departments, HR Department and employees

**CONTINUOUS CASE** is defined as: FMLA leave that is taken and not broken up by periods of work. Leave under FMLA means the employee will be out between three days and twelve weeks. Typically, when an employee is absent for three consecutive business days or longer and has been treated by a doctor. This will include ADA and Light Duty upon an employee's return to work status.



**INTERMITTENT CASE** is defined as: FMLA leave taken in separate blocks of time for a single qualifying reason or on a reduced leave schedule-reducing the employee's usual weekly or daily work schedule. This will include ADA and Light Duty upon an employee's return to work status.

**CASE** is defined as: a request for leave under the Family Medical Leave Act.

## **B. TECHNICAL SPECIFICATIONS**

The Offeror must provide an electronic platform to view all active and closed cases.  
The City of Santa Fe HR should be able to view all cases pending on an electronic platform.

### **1. Organizational Experience**

Offeror **must**:

Provide a detailed description of relevant FMLA administration experience with municipalities and or state government entities. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of administration of FMLA services for municipalities and or state government entities. All FMLA administration services provided to private sector will also be considered.

Offeror must have at least five (5) continuous years' experience implementing and administering a comprehensive solution for Family Medical Leave Act (FMLA) and Non-FMLA (Leave of Absence (LOA), Americans with Disabilities Act (ADA) and Administration Services as described in this RFP.

Respondent must have experience administering FMLA and Other Related Leave Management Services for at least three (3) different large business employers and/or governmental entities. "Large" is defined as businesses or entities with five hundred (500) or more active users. Must provide two (2) active clients who are provided FMLA and Other Related Leave Administration Services by the Respondent (include contact names, addresses, phone numbers, number of years served, the number of employees the contract managed and similarities to the City of Santa Fe contract as described in this RFP) and three (3) former or current clients as references for whom the firm has performed or provided similar services and volume as those included in this RFP.

Describe at least two (2) project successes and failures providing of a contract with FMLA administration. Include how each experience improved the Offeror's services.

### **Organizational References (B.2)**

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- Client name;
- Project description;
- Project dates (starting and ending);

Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);  
Staff assigned to reference engagement that will be designated for work per this RFP;  
and  
Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX E, Organizational Reference Questionnaire (“Questionnaire”), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX E. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror’s responsibility to ensure the completed forms are submitted on or before the date indicated in Section II. A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror’s score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

### **Mandatory Specification (B.3)**

FMLA Leave Medical Certification: Contractor will collect all required medical certification and City of Santa Fe required forms to determine if the event meets FMLA leave criteria and submit these forms to all applicable parties (employee, department, Human Resources, indicating approved or denial of FMLA leave.

Provide an appropriate FMLA certification and leave notification(s) letter or electronic notification to City of Santa Fe for a specific leave approval, as appropriate, up to a covered employee's exhaustion of benefits, or Ineligibility of benefits.

The contractor will provide access to all correspondence and documentation regarding any FMLA Leave when requested by City of Santa Fe. Note: The City of Santa Fe and Contractor agree that the City will rely on the Contractor's expertise in making recommendations to City of Santa Fe regarding FMLA leave eligibility of a covered employee.

In the event a certification or recertification determination cannot be made, the Contractor will request clarification with the treating physician through the employee or if law and policy permits, a second or third (opinion) certification determination via another physician.

FMLA Leave Re-Certification Contractor will notify the employee, department and the Human Resources department when recertification of FMLA leave is required by the employees.

FMLA Leave Return to Work: Contractor will notify employees and Human Resources Department on FMLA leave concerning the amount of leave used and available, their return or estimated return to work date, and options available to them in accordance with federal, state, local law and/or City of Santa Fe policies and procedures if the employee is not able to return to work once FMLA leave has ended. Employees will be notified at a minimum every 30 days of their FMLA leave for leave granted more than 30 days until available leave balance reaches 30 days or less at which time the employee will be notified every two weeks and when leave has expired.

FMLA Leave Reporting and Communication:

- Provide detailed reports on employee FMLA and Non-FMLA usage.
- Provide real-time FMLA and Non-FMLA status report to Human Resources,

- View a wide range of standard reports or generate custom reports that are able to be sorted by departments.
- Provide reports for continuous, intermittent, and reduced schedule FMLA activity.
- Provide the capability to create reports that contain the FMLA data "on demand" that can be accessed by and exported to county personnel, staff and others.
- Provide periodic reports to demonstrate program results, including City of Santa Fe's return on investment.
- Contractor shall provide the following standard FMLA Services reports and standard communication letters (but are not limited to the list below):

A. FMLA Services report on demand via web access. This report shall list active FMLA cases with the most recent administrative activity.

B. FMLA Services report on a monthly basis. This report indicates the number of FMLA claims/cases that have been administered and finalized, the number of active Covered Employees, the number of Covered Employees that have returned to work, the length of FMLA leave time

C. Notice of eligibility - FMLA Leave

D. Approval - FMLA Leave

E. Denial (insufficient length of service) FMLA Leave

F. Denial (insufficient hours worked) FMLA Leave

G. Request for Missing Medical Information - FMLA Leave

H. Continuous Leave Designation

I. Intermittent Leave Designation

J. Intermittent Absence Notification

K. Denial - Recertification Notice

L. Denial - FMLA Time Exhaust

M. Closed - Time Exhaust

N. Closed - Return to Work

O. FMLA Leave -- Military Leave approval / USERRA

P. FMLA Leave Exhaust Leave at 12 weeks

Q. First year leave exhaust letter

Note: Contractor will provide real time notification to inform City of Santa Fe when any change in status occurs to or from leave of absence.

FMLA Intermittent Leave: Contractor will manage intermittent leaves as follows:

- Communications will be provided using Contractor's web platform for Participants and Contractor web platform for Customer.
- The Contractor will monitor all for patterns indicating potential abuse and investigate such potential patterns of abuse.
- The Contractor will ensure recertification of chronic conditions as appropriate.
- The Contractor will review all absences that exceed frequency or duration and review for appropriateness and where not appropriate, request recertification.
- Contractor will agree that all records, data, files, input materials, reports, forms and other data received, computed or developed, used and/or stored exclusively for City of Santa Fe pursuant to their agreement with City of Santa Fe.

- Immediately upon termination of the agreement, all such records and other data shall be furnished without additional charge to City of Santa Fe using Contractor's standard software format to the extent practicable.
- All historical data related to FMLA Leave is to be stored by contractor in their system and accessible to City of Santa Fe Human Resources.

## C. BUSINESS SPECIFICATIONS

### 1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in **APPENDIX D**. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.29 and APPENDIX D, and to return a signed, unaltered form will result in Offeror's disqualification.**

### 2. Campaign Contribution Disclosure Form

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

### 3. Cost

Offerors **must** complete the Cost Response Form in **APPENDIX C**. Cost will be measured by the estimated monthly cost, which will be used to calculate the cost score.

### 4. Local Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

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

<b>Evaluation Factors</b> <i>(Correspond to section IV.B and IV C)</i>	<b>Points Available</b>
<b>B. Technical Specifications</b>	
B. 1. Organizational Experience	250
B. 2. Organizational References	150
B. 3. Mandatory Specification	250
<b>C. Business Specifications</b>	
C.1. Letter Of Transmittal	Pass/Fail
C.2. Campaign Contribution Disclosure Form	Pass/Fail
C.3. Cost	200
Oral Presentations *(If Required)	150
<b>TOTAL POINTS AVAILABLE</b>	<b>1,000</b>
C.4 City of Santa Fe Local Preference per Section IV C. 2	<b>30</b>
C.4 Cont. City of Santa Fe Local Preference using Local Subcontractors Section IV C.2	<b>60</b>

Table 1: Evaluation Point Summary

### B. EVALUATION FACTORS

#### 1. B.1 Organizational Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror’s response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror’s experience, expertise and knowledge with FMLA for municipalities and state government entities. In addition, points will be awarded based on Offeror’s candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

#### 2. B.2 Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (**Appendix E**). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the City reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

**3. C.1 Letter of Transmittal (See Table 1)**

Pass/Fail only. No points assigned.

**4. C.2 Campaign Contribution Disclosure Form (See Table 1)**

Pass/Fail only. No points assigned.

**5. C.3 Cost (See Table 1)**

The evaluation of each Offeror’s cost proposal will be conducted using the following formula based on estimated monthly cost:

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times \text{Available Award Points}$$

**6. C.4. Local Preferences**

Percentages will be determined based upon the point-based system outlined below.

To qualify for a local preference, a vendor must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978 §13-1-22.

- A. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.
- B. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point’s equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

**C. Solicitations above One Million Dollars (\$1,000,000)**

1. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.
2. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid submitted, if and only if at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

## **C. EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Central Purchasing Office or/and the Procurement Manager may contact the Offeror for clarification of the response as specified in Section II.B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.9). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

# **APPENDIX A**

## **ACKNOWLEDGEMENT OF RECEIPT FORM**



# APPENDIX A

## REQUEST FOR PROPOSAL

Medical Leave Administration and Compliance Services

**23/05/P**

This Acknowledgement of Receipt Form should be signed and submitted no later than **3:00PM MST/MDT, 10/14/22**. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with **APPENDIX I**.

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

ORGANIZATION: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

**Submit Acknowledgement of Receipt Form to:**

To: Central Purchasing

E-mail: [Purchasing\\_RFP@santafenm.gov](mailto:Purchasing_RFP@santafenm.gov)

Subject Line: Medical Leave Administration and Compliance Services, RFP #**23/05/P**

**APPENDIX B**  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

## APPENDIX B

# CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, *et seq.*, NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

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

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

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

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

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source 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 statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the

administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

**Name(s) of Applicable Public Official(s) if any:**

- Mayor Alan M Webber
- Councilor Signe Lindell, Pro-tem
- Councilor Renee Villarreal
- Councilor Michael Garcia
- Councilor Carol Romero-Wirth
- Councilor Lee Garcia
- Councilor Christopher Rivera
- Councilor Amanda Chavez
- Councilor Jaime Cassutt

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

**APPENDIX C**  
**COST RESPONSE FORM**

## APPENDIX C COST RESPONSE FORM

**RFP #23/05/P** - Medical Leave Administration and Compliance Services

**1. Please list a title/position, description, quantity and hourly rate for personnel that will provide the services defined in the scope of work Section IV.A.**

<b>TYPE OF LEAVE REQUEST</b>	<b>COST PER CASE</b>
Continuous Case	\$
Intermittent Case	\$
*see section IV.A Scope of Work for definitions Continuous and Intermittent	

## **APPENDIX D**

### **LETTER OF TRANSMITTAL FORM**



# APPENDIX D

## Letter of Transmittal Form

**ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.29). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)**

**RFP# 23/05/P: Medical Leave Administration and Compliance Services**

**1. Identify the following information for the submitting organization:**

<b>Offeror Name</b>	
<b>Mailing Address</b>	
<b>Telephone</b>	
<b>FED ID#</b>	
<b>NM CRS#</b>	

**2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:**

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
<b>Name</b>			
<b>Title</b>			
<b>E-mail</b>			
<b>Telephone</b>			

\* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

**3. Use of subcontractors (Select one):**

- No subcontractors will be used in the performance of any resultant contract, OR  
 The following subcontractors will be used in the performance of any resultant contract:

\_\_\_\_\_

(Attach extra sheets, as needed)

**4. Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)**

\_\_\_\_\_

(Attach extra sheets, as needed)

**By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:**

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

\_\_\_\_\_, 20\_\_\_\_\_  
 Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

## APPENDIX E

### ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The City of Santa Fe, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Central Purchasing at [Purchasing\\_RFP@santafenm.gov](mailto:Purchasing_RFP@santafenm.gov) by **3:00 PM MST/MDT, 11/1/2022**, for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

# RFP # 23/05/P

Medical Leave Administration and Compliance Services

## ORGANIZATIONAL REFERENCE QUESTIONNAIRE FOR:

\_\_\_\_\_  
(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the City of Santa Fe, via e-mail at:

Name: Central Purchasing Office  
Email: Purchasing\_RFP@santafenm.gov

Forms must be submitted no later than 3:00PM MST/MDT, 11/1/2022, and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

**For questions or concerns regarding this form**, please contact the City of Santa Fe **Procurement Manager** at JoAnn Lovato, Central Purchasing Office, [jdlovato@santafenm.gov](mailto:jdlovato@santafenm.gov) . When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

<b>Organization providing reference</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number(s)</b>	
<b>Contact e-mail address</b>	
<b>Project description</b>	
<b>Project dates (start and end dates)</b>	
<b>Technical environment for the project your providing a reference</b> (i.e., year-end close and audit accounting services with the Financial Department, Treasury Division, General Ledger and producing fully complete folders of reconciliations, schedules and reports );	

QUESTIONS:

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

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

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

COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

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

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

COMMENTS:

7. How satisfied are/were you with the services provided by the vendor?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are/were you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS:

**APPENDIX F**  
**NON-COLLUSION AFFIDAVIT**

# NON-COLLUSION AFFIDAVIT

*Complete, Sign and Return with your proposal.*

I hereby affirm that: I am the \_\_\_\_\_ (insert title) and the duly authorized representative of \_\_\_\_\_ (insert organization's name) whose address is \_\_\_\_\_.

And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
2. Such proposal is genuine and is not a collusive or sham proposal.
3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX G**  
**CONFLICT OF INTEREST**



# CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

*Complete, sign and return with your proposal.*

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

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Accountant, each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Accountant and known key personnel needs to describe the conflict.

The Accountant agrees that, if after award, an organizational conflict of interest is discovered, the Accountant makes an immediate and full written disclosure to the City that includes a description of the action that the Accountant has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Accountant was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, \_\_\_\_\_ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded Accounting Services/Year End Close & Audit Preparation. For the duration of this firm's involvement in the Accounting Services/Year End Close & Audit Preparation contract, this firm agrees not to accept any gift, benefit, gratuity, or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing or associated with a bidder and/or Offeror on the Accounting Services/Year End Close & Audit Preparation contract.

I certify that this firm will keep all Accounting Services/Year End Close & Audit Preparation contract information confidential and secure. This organization will not copy, give or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the Accounting Services/Year End Close & Audit Preparation contract. I understand that if this firm leaves this Accounting Services/Year End Close &

Audit Preparation contract before it ends, this firm must still keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the Accounting Services/Year End Close & Audit Preparation contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the Accounting Services/Year End Close & Audit Preparation contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative. Year End Close & Audit Preparation contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name:

---

Authorized Representative/Title:

---

Phone Number:

---

Fax Number:

---

E-mail Address:

---

Signature:

---

Date:

---

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the proposal may be automatically disqualified from the procurement process or the contract may be canceled.

**APPENDIX H**  
**LIVING 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, 2022 ALL WORKERS WITHIN THE  
CITY OF SANTA FE  
SHALL BE PAID A LIVING WAGE OF

# \$12.95 PER HOUR

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).

## **Who is Required to Pay the Living Wage?**

- 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.
- 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.

More Information, including the Living Wage Ordinance, is available at  
[www.santafenm.gov/living\\_wage\\_information](http://www.santafenm.gov/living_wage_information)

**APPENDIX I**  
**DRAFT CONTRACT**

**The Agreement included in this Appendix C represents the contract the City intends to use to make an award. The City of Santa Fe reserves the right to modify the Agreement prior to, or during, the award process, as necessary.**

CITY OF SANTA FE  
PROFESSIONAL SERVICES CONTRACT  
Medical Leave Administration and Compliance Services  
”

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **NAME OF CONTRACTOR**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

**RECITALS**

**WHEREAS**, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

**WHEREAS**, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

**WHEREAS**, the Contractor does hereby accept its designation as [professional service], rendering services related to [insert services] for the City, as set forth in this Agreement; and

**WHEREAS**, it is agreed by the parties that the performance of the professional services is for a period of [insert term], as directed by the City.

**NOW, THEREFORE**, the parties hereby agree as follows:

**1. Scope of Work.**

The Contractor shall perform the following work:

The City is issuing a Request for Proposal (RFP) and seeking a qualified contractor to administer FMLA/medical leave and process from the employees’ initial notice of the need for leave up until the employee can return to work.

Contractor shall provide the following services:

1. Providing, gathering, and completing all required paperwork, determining leave eligibility, designating leave as FMLA-qualifying, requesting medical certification as needed, follow up with medical providers, accounting for intermittent and reduced schedule leave use, and returning employees to work from medical leave.
2. Maintains reasonable communication with employees, via phone, email, or zoom on leave to facilitate smooth and timely return to work; relay

- communication to employees, supervisors, directors and the HR Department during leave as needed.
3. Provides the employee with a copy of the essential job functions checklist and processes the employee back to work.
  4. Oversees the return-to-work process for employees returning from medical leave and assist with restrictions, accommodations, light-duty, extended medical leave.
  5. Maintains complete and accurate records of leave and accommodation requests in accordance with specified legal requirements and in compliance with City policies.

Contractor will receive all requests for FMLA leave and contact the employee and department within the required time frames in compliance with the FMLA Act. as stipulated in the FMLA regulations or City of Santa Fe policy regarding proper notification for leave request, approval and denial notifications, submission/return of forms and other data relevant to the claim. This includes the type of leave requested and the qualifying event to determine eligibility based on but not limited to: diagnosis, appropriate medical findings supporting diagnosis, prognosis, treatment plan, and expected return to work date. FMLA leave will run concurrently with workers compensation, if applicable as well as processed through benefits.

Contractor shall provide monthly reports on the following:

1. Number of requests submitted monthly.
2. Number of requests approved monthly.
3. Number of requested denied and reason monthly.
4. Number of employees on Continuous FMLA and number of employees Intermittent FMLA monthly.
5. Number of employees on light duty monthly.
6. The monthly reports are to be submitted to the assigned HR staff in an excel spreadsheet.
7. The monthly report shall be provided no later than 5<sup>th</sup> day of the following month.
8. This monthly report shall include the following information:
9. Employee name
10. Department
11. Employee number
12. Supervisor name
13. Dates of approved FMLA to include whether it is Continuous or Intermittent Leave
14. Date returned to work
15. Date Light Duty started and date ended.
16. Number of times employee has requested FMLA

Claim Management and Processing

1. Issuance of initial FMLA claim package to employee

2. Determination of FMLA leave eligibility
3. Issuance of Rights and Responsibilities
4. Preparation of approval and denial notifications to employees
5. Verification of medical certification
6. Notification to employer and employee of FMLA approved and end date
7. Detailed case management
8. Efficient FMLA claim processing (i.e. within Department of Labor mandates)

Claim Tracking, Documentation and Reporting

1. Tracking of all employee FMLA requests
2. Tracking of FMLA utilization by employees including recertification, intermittent, etc.
3. Complete documentation for each FMLA claim, including documentation of communications with employees
4. Ability to track FMLA leave concurrently with of Workers' Compensation claims or other disability leaves
5. Detailed reports on employee FMLA usage trends and benchmarks
6. Consistency in all written and verbal communications with departments, HR Department and employees

**3. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on TBD unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

**4. Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*



B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

**5. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately 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. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**6. Status of Contractor.**

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. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

**8. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

**9. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**10. 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.

**11. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**12. Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

**13. Amendment.**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the

proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**14. Entire Agreement.**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

**15. Penalties for violation of law.**

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

**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

**19. Professional Liability Insurance.**

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.

**20. Other Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

**A. Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

**B. Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

**C. Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

**D.** Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

**21. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

**22. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to

persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

**23. 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.

**24. Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**25. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**26. Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

**To the City:** Finance Department  
TBD

To the Contractor: [insert name, address and email].

**27. Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

\_\_\_\_\_  
CITY MAYOR/MANAGER

\_\_\_\_\_  
NAME

DATE: \_\_\_\_\_

\_\_\_\_\_  
TITLE

DATE: \_\_\_\_\_

CRS# \_\_\_\_\_

Registration # \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Kristine Mihelcic, CITY CLERK

CITY ATTORNEY'S OFFICE:

\_\_\_\_\_  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

\_\_\_\_\_  
Emily Oster, FINANCE DIRECTOR

\_\_\_\_\_  
Org. Name/Org#.