

Item #: 24-0020
Munis Contract #: 3204522
GSA-47QRAA21D0072

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **AON Consulting Inc.**, 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, section 13-1-129; and

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

A. The Contractor shall provide the following services-for the City:

- 1) Assist the Benefits Administrator in administering all group insurance plans, provide benefits consulting services during the course of the contract period, and respond to questions from the provide information to staff as needed.
- 2) Assist in City of Santa Fe in complying with laws and regulations related to employee benefits.
- 3) Assist and advise the City of Santa Fe with the reporting and fee requirements established by the Affordable Care Act including counts, lookback periods, and other required information.
- 4) Review claims experience, claim service, and claim administration to ensure maximum benefits to the City of Santa Fe.
- 5) Determine and recommend the most economical funding methods for the benefit programs and help to strike a balance between cost and comprehensiveness of the programs.
- 6) Develop a solicitation/negotiation strategy and participate with the City of Santa Fe in all negotiations with providers on all issues including those related to premiums, benefit levels, plan design, and special terms and conditions.
- 7) Meet and provide reports to various City of Santa Fe representatives.

- 8) Assist the City of Santa Fe with the implementation and communication of new programs or changes to existing programs, which will include attending and presenting information at Open Enrollment meetings.
- 9) Research any new developments in the law and employee benefit programs on an ongoing basis.
- 10) Interface with insurance carriers as needed to assist the City of Santa Fe in the resolution of problems associated with benefit programs.

Consulting Services for Voluntary Coverages	Frequency	Cost
<i>Implementation</i>		
Review all existing process and procedures and develop updated/changes for new program	Annually	Included in Commission
Coordinate the initiation and continuation of all program implementation processes necessary for the timely launch of the Program(s)	Annually	Included in Commission
Monitor adherence to project timeline(s) by carriers/providers and any other involved parties	Annually	Included in Commission
Coordinate agreement(s) on administrative procedures	Annually	Included in Commission
Assist with issue resolution (claim, billing, eligibility)	As Needed	Included in Commission
<i>Ongoing Service</i>		
Monitor the performance of carriers/providers in processing and fulfilling applications and the delivery of policies or certificates to insureds	Annually	Included in Commission
Arrange and coordinate the routine submission of Program management reports regarding participation, utilization, vendor performance, etc. by all carrier/providers	Annually	Included in Commission
Issues intervention as necessary in any areas(s) of Program operations	Annually	Included in Commission
Meet with the City staff as needed to discuss issues and open items	Annually	Included in Commission
Conduct meetings with carriers to identify issues or problems and Monitor performance against performance standards, if applicable	Annually	Included in Commission
Keep you informed of changes in the Voluntary Benefit(s) marketplace	As Needed	Included in Commission
Carrier financial ratings/market review	Annually	Included in Commission
<i>Resources</i>		
Voluntary Benefits & Enrollments Solution Experts <ul style="list-style-type: none"> • Voluntary Benefits • Enrollment Strategies 	As Needed	Included in Commission

B. Performance Measures

Contractor shall substantially perform the following Performance Measures:

- 1) The Contractor represents that it possesses the personnel, experience, and knowledge necessary to perform the services described under this Agreement.

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

2. Standard of Performance; Licenses

- A. The Contractor does hereby accept its designation as a professional service, rendering services related to assisting the Benefits Administration in administering all group insurance plans and provide benefits consulting services during the course of the contract period for the City, as set forth in this Agreement. The Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.
- B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

- A. The City shall pay to the Contractor in full payment for services satisfactorily performed in the amount of sixty-three thousand dollars (\$63,000.00) (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed AMOUNT (\$63,000.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling sixty-three thousand dollars (\$63,000.00) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed sixty-three thousand dollars (\$63,000.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**
- B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City.
- C. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City.
- D. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of

exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

- E. In addition to fees, the City will be responsible for any pre-approved travel related and out of pocket expenses that Contractor incurs on the City's behalf and any and all taxes for which City may be liable. For any additional services requested and not defined in the services listed above, fees will be determined on a time and materials basis in accordance with Contractors' standard billing rates not to exceed the maximum fee detailed in Section 3.A.
- F. As the City has elected to compensate Contractor on a time and expense basis, or on a fee only basis, Contractor will use its best efforts to negotiate placements for the City's insurance programs net of (without) commissions to Contractor; however, it is not always possible or advisable to do so. In instances where a commission is paid to Contractor, Contractor will credit the commission against its fees, where Contractor is permitted to do so by applicable law. Contractor will advise the City of all such commissions in writing prior to binding. If Contractor is required, for any reason, to return any commissions that were credited against the fee, the City agrees to reimburse Contractor for this amount. Contractor accepts from insurers only permissible forms of compensation.
- G. Contractor is named broker of record for the City's voluntary elective benefits. Contractor will receive commissions as disclosed and agreed to in a separate comprehensive disclosure statement, which will be provided in advance of insurance placements. Where permitted by applicable law, a portion of these commissions will be used for the purpose of delivering services to the City's voluntary elective benefits. Contractor will be responsible for the delivery of services described in this Agreement. If services listed in this Agreement are not permitted to be offset by the commissions, the City will pay for those services based on the time required to complete the assignment. If the City removes Contractor as broker of record during the course of this Agreement, commissions are not subject to return. The City represents and warrants that it will remain in compliance with applicable law and any and all benefit plan legal documents related to the services.
- H. Miscellaneous costs not directly allocable to the City (including research, knowledge management, information networks, and databases), are added to all service fees at Contractor's then standard rate (currently 7%).
- I. In addition to retail commissions, Contractor may receive additional forms of compensation from insurers and third parties including but not limited to: national additional commissions, subscription market brokerage charges and/or administrative expense reimbursements. This revenue is in addition to and shall not be credited against the fees or any other compensation earned hereunder and shall not be applied to any service set forth in Exhibit A. As of the effective date of this SOW, the U.S. Health Solutions Practice does not accept contingent compensation. If this policy on accepting contingent compensation changes, we will notify you at that time. Additional information is available upon request.
- J. Contractor will disclose to The City all marketing quotes, including any applicable commission rates,

received prior to binding any coverages for The City's insurance programs. The City will also be provided prior to binding with a disclosure of any amounts to be paid to Contractor and/or Contractor affiliate intermediaries if available, in connection with coverages placed for The City's insurance programs, including any fees, if applicable, paid to Contractor for services it provides to third parties. Contractor's goal is to procure insurance for The City with insurance companies possessing the financial strength to perform in today's economic environment. Toward this objective, Contractor regularly reviews publicly available information concerning an insurer's financial condition, including, but not limited to:

- 1) Approvals by various regulatory authorities;
- 2) Analyses of insurers by professional rating agencies such as A.M. Best, Standard and Poor's, Moody's, and/or Fitch; and
- 3) The input of Contractor's global affiliates and correspondents.

K. Most Contractor placements are made with insurers that are rated "Excellent" by the professional rating agencies; however, Contractor does not guarantee the solvency of any insurer. Contractor encourages The City to review the publicly available information made available by Contractor. The decision to accept or reject an insurer will be made solely by The City. Contractor and/or its affiliates may from time to time maintain contractual relationships with the insurers that are recommended as potential markets, or with whom The City's coverage may ultimately be placed.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on October 31, 2024 unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. Termination

A. Grounds. Either party may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may terminate this Agreement for cause upon thirty (30) days' notice due to the City's uncured, material breach of this Agreement. The Contractor may terminate this Agreement for convenience upon sixty (60) days' notice to the City.

B. Notice to Contractor; City Opportunity to Cure.

- 1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- 2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
- 3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor

is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; 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. 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.

6. Appropriations

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

7. Status of Contractor

The Contractor and its agents and employees are independent contractors performing construction 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 Contract. 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.

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract 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. Notwithstanding, Contractor may use the City's Confidential Information in combination with other the City data, including the disclosure of such information to third parties on an aggregated and de-identified basis, provided that no such Confidential Information is (1)

identifiable by the City or a City employee or (2) attributable to the City. If applicable, Contractor may also disclose the City's Confidential Information to any subcontractor or, as instructed by the City, to any other third party providing services to the City under this Agreement as reasonably necessary for such subcontractor or third party to perform its services, provided that any such subcontractor is subject to a confidentiality agreement. In accordance with applicable legal and disaster recovery requirements, each party may store copies of Confidential Information in electronic archives or backups made in the ordinary course of business which shall not be returned or destroyed but shall remain subject to the restrictions set forth herein.

Contractor's Confidential Information:

a) Contractor has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques (including, without limitation, function, process, system and data models); templates; software systems, user interfaces and screen designs; general purpose consulting and software tools; websites; benefit administration systems; and data, documentation, and proprietary information and processes ("Contractor Information").

b) All right, title and interest in and to any data, information and other materials furnished to Contractor by the City hereunder ("City Information") are and shall remain The City's sole and exclusive property. The City grants to Contractor a license to use such City Information to provide the Services. Except as provided below, upon full and final payment to Contractor hereunder, any Contractor work product which the parties expressly agree is created solely and exclusively by Contractor for the City to be owned by the City (the "Deliverables"), if any, shall become the property of the City. To the extent that any Contractor Information is contained in any of the Deliverables or provided in connection with the Services, subject to the terms of this Agreement, Contractor hereby grants to The City a paid-up, royalty-free, nonexclusive license to use such Contractor Information solely for The City's internal use in connection with the Deliverables or Services, as applicable.

c) To the extent that Contractor utilizes any of its property, including, without limitation, the Contractor Information, in connection with the performance of Services, such property shall remain the property of Contractor and, except for the limited license expressly granted in the preceding paragraph, the City shall acquire no right or interest in such property. The City will honor Contractor copyrights, patents, and trademarks relating to Services, Deliverables and Contractor Information, and will not use Contractor's name or other intellectual property without Contractor's prior written consent.

d) Nothing contained in this Agreement will prohibit Contractor from using any of its general knowledge or knowledge acquired under this Agreement (excluding the City's Confidential Information) to perform similar services for others.

A receiving party of Confidential Information under this Agreement may disclose Confidential Information of the disclosing party if required to as part of a judicial process, government investigation, legal proceeding, or other similar process, provided that the receiving party has given prior written notice (to the extent legally permitted) of such requirement to the disclosing party. Reasonable efforts will be made to provide this notice in sufficient time to allow the disclosing party to seek, at disclosing party's sole cost and expense, an appropriate confidentiality agreement, protective order, or modification of any disclosure, and the receiving party will reasonably cooperate in such efforts. The City agrees that all Confidential Information of Contractor that is in writing and marked confidential shall be afforded protection under applicable law. Notwithstanding, Contractor understands that the City is subject to applicable state laws regarding the disclosure of public records.

12. Product of Service -- Copyright

Subject to Section 11, all materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of

an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract 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 Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, 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 Contract 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 Contract 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 Contract to the contrary, the City may immediately terminate the Contract.

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

14. 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 Contract 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 Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. 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.

16. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

This Contract is issued against the GSA Master Agreement, established, and maintained by the [General Services Administration] (AON Risk Insurance Services West, Inc.), 47QRAA21D0072, and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

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

18. 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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, 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 NMSA 1978, section 38-3-2. By execution of this Contract, 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 Contract.

20. 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 Contract may be terminated by the City.

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount limits of \$1,000,000 per claim/aggregate. 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 Contract.

22. Other Insurance

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

23. Commercial General Liability insurance shall be written on an occurrence basis and be a 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.

24. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single

limit not less than \$1,000,000 per accident.

Broader Coverage and Limits.

Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured via blanket endorsement on the Commercial General Liability and Business Auto Liability policies. and Contractor to provide for 30 days cancellation to City. Such certificate shall also specifically state the coverage provided under the under the Commercial General Liability and Business Auto Liability policies are primary over any other valid and collectible insurance and provide a blanket waiver of subrogation.

25. 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 Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to annual audit to confirm Contractor's compliance with this Agreement, upon no less than 30 days' prior written notice, by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

26. Indemnification

Subject to Section 34, 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 ("Losses" or a "Loss") which may arise out of the negligent performance of this Contract 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 Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable after it receives notice thereof, notify the legal counsel of the City so as not to prejudice any right the City may have.

27. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

28. Invalid Term or Condition

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

29. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract 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 Contract 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.

30. Notices

Any notice required to be given to either party by this Contract 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: City of Santa Fe – Human Resources – Bernadette Salazar
bjsalazar@santafenm.gov
200 Lincoln Avenue
Santa Fe, NM 87504

To the Contractor: AON Consulting Inc. – Dawn Montano
dawn.montano@aon.com
Aon
200 East Randolph Street
Chicago, IL 60601
Attn.: Law Department

31. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract 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 a binding contract.

32. Non-Collusion

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

33. Liability

a) If the City suffers Losses (regardless of whether such Loss is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose, statutory liability or otherwise) as a result of Contractor's negligent performance of its obligations hereunder with respect to Services performed pursuant to a Schedule, Contractor will be liable to the City for Losses incurred by the City up to an amount equal to the total fees paid or to be paid under the contract.

b) The limitations on Contractor's liability contained in Section 9(a) will not apply to Losses arising from: (i) Contractor's willful, fraudulent or criminal misconduct; (ii) bodily injury, including death, or damage to tangible personal or real property incurred while Contractor is performing the Services and to the extent caused by the negligent or willful acts or omissions of Contractor's personnel or agents in performing the Services; or (iii) the infringement of the proprietary rights of a third party by use of the Contractor Information contemplated hereunder.

c) In no event will either party be liable to the other party for incidental, consequential, special, or punitive damages (including loss of profits, data, business or goodwill, or government fines, penalties, taxes, or filing fees), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose, statutory liability or otherwise, and even if advised of the likelihood of such damages.

d) Notwithstanding the foregoing, as applicable to The City and the Services, Contractor will not be liable to The City for any amounts for which The City or any of its employee benefits plans would have been responsible to pay irrespective of any act, error or omission by Contractor, including interest adjustments.

e) To the extent permitted by law, all claims and Losses between the Parties relating to, directly or indirectly, or arising from this Agreement (including the Services), however caused, regardless of the form of action and on any theory of liability, including contract, strict liability, negligence or other tort, shall be brought under this Agreement and shall be subject to the terms of this Agreement.

34. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

35. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

36. Contractor is not a fiduciary within the meaning of the Employee Retirement Income Security Act (ERISA) or other legislation. Contractor has no discretion with respect to the management or administration of The City's employee benefit plans, and/or control or authority over any assets of The City's employee benefit plans, including the investment of those assets. All such discretion and control remain with The City and other fiduciaries to The City's employee benefit plans.

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

CITY OF SANTA FE:

CONTRACTOR:
AON Consulting Inc.

John Blair
John Blair (Jan 22, 2024 11:28 EST)
JOHN W. BLAIR, CITY MANAGER
DATE: Jan 22, 2024

DocuSigned by:
Jane Rozina
Jane Rozina (Dec 19, 2023 10:44:49 AM)
NAME, TITLE: Jane Rozina West Region Health Solutions Practice
DATE: December 19, 2023

CRS#: 03511235002

Registration #: 226976

ATTEST:


GERALYN CARDENAS (Jan 25, 2024 11:29 MST)
GERALYN CARDENAS, INTERIM CITY CLERK
XIV

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Ma STI
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:
Emily K. Oster
Emily K. Oster (Jan 20, 2024 09:24 MST)
EMILY OSTER, FINANCE DIRECTOR
Org. Name/Org#: 6050232.510300 6050232.561653
Human Resources
Att
AH



THE CITY OF SANTA FE

MEMORANDUM

DATE: January 12, 2024

TO: John W. Blair, City Manager

FROM: Carmelina Spears, Administrative Manager *CSA*

SUBJECT: Request for Retroactive Approval of Professional Service Contract with AON Consulting, Inc.

ITEM AND ISSUE:

This memorandum seeks retroactive approval for a professional service contract with AON Consulting, Inc., to be effective from November 1, 2023.

BACKGROUND AND SUMMARY:

AON previously had a four-year contract with the City of Santa Fe from November 1, 2020, to October 31, 2023. The contract renewal process started on August 7, 2023, faced multiple delays due to difficulties in obtaining required documents and misunderstandings about contract forms, which was then further exacerbated by holidays. This led to prolonged negotiations, involving several rounds of review and amendments by both the City Attorney's Office and AON lawyers. Contract negotiations are complete, and we are now in need of your authority to retroactively approve the contract.

To maintain seamless service delivery of this contract, our department seeks approval for a Purchase Order of \$63,000, as stipulated in the contract. This amount has been allocated in our budget.

Failure to secure retroactive approval could significantly hinder our department's ability to manage group insurance plans and benefits consulting services effectively. AON Consulting has demonstrated its capability to provide necessary support and ensure compliance with relevant laws and regulations.

PROCUREMENT METHOD:

This procurement method is utilizing the GSA-47QRRA21D0072 Contract.

CONTRACT NUMBER:

The contract number in place is Munis Contract No. 3204522.

FUNDING SOURCE:

HR Administration/6050232
Service Contracts/510300

ACTION REQUESTED:

Human Resources respectfully requests your review and retroactive approval of the aforementioned contract, effective as of November 1, 2023. This action is vital for the uninterrupted operation of our department and the fulfillment of our obligations.



6501 Americas Parkway NE Suite 650
Albuquerque, NM 87110

+1 505.889.6748
+1 505.331.3812
dawn.montano@aon.com

September 21, 2023

Ms. Bernadette Salazar
City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87501
Email: bjsalazar@ci.santa-fe.nm.us

Dear Bernadette,

The following is our proposed fees under the current scope of services. We would invoice these fees on a monthly basis.

Proposed Term	Proposed Fee
November 1, 2023 – October 31, 2024	\$63,000

We appreciate this opportunity to continue our long-standing partnership. Please let me know if you have any questions.

Sincerely,

Dawn Montano
Vice President



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

COST VERSION 12.1.20

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: _____ Procurement # (RFP/ITB# If any): _____

Contractor: AON Consulting, Inc.

Procurement Method/Vehicle Small Purchase ☐ RFP ☐ ITB ☐ Sole Source ☐ GSA ☒ Cooperative ☐ Exempt ☐ SWPA/Existing ☐

Description/Title: Assist the Benefits Administrator in administering all group insurance plans

Contract: ☐ Agreement: ☐ Lease/Rent: ☐ Amendment: ☐

Term Start Date: 11/1/2023 Term End Date: 10/31/2024 Total Contract Amount: \$63,000

☐ Approved by Council (If over the City Manager's approval threshold, you must go through GB) _____

Contract / Lease: Munis Contract Number 3204522

1.b Amendment #: _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount \$: _____

Extend Expiration Date to: _____

☐ Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: _____

Amendment is for: _____

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** _____

Purchasing Officer Review: _____

Jan 18, 2024

Date: _____

Comment & Exceptions: Procured using a GSA.

4. **Funding Source:** 6106 Employee Benefits

Org / Object: 6050232.510300

Andy Hopkins

Jan 18, 2024

Budget Officer Approval: _____

Date: _____

Comment & Exceptions: _____

5. **Grant History (if applicable):** _____

Grants Administrator Approval: _____ Date: _____

Staff Contact who Completed This Form: Carmelina Spears

Phone #: 505.955.604

To be recorded by City Clerk: _____

Email: caspears1@santafenm.gov

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)

Title

Date

CITY OF SANTA FE PROCUREMENT CHECKLIST



Contractor Name: AON Consulting, Inc.

Procurement/contract Title: AON Consulting, Inc.

Procurement Method/Vehicle: ☐ Sole Source ☒ State Price Agreement/Existing ☐

Cooperative ☐ Request For Proposals(RFP) ☐ Invitation To Bid (ITB) ☐ Exempt: 13-1-98

☐ Small Purchase (Contract Under \$60,000) ☒ Other: \$63,000

Requesting Department: Human Resources

Staff Name: Carmelina Spears

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Written Determination (srvs)	<input type="checkbox"/>	<input type="checkbox"/>	Quote(s) (3 Valid & Current for Over 20k)
<input type="checkbox"/>	<input type="checkbox"/>	RFP - Confidential info to be provided to GB by CPD Buyer	<input type="checkbox"/>	<input type="checkbox"/>	BAR
<input type="checkbox"/>	<input type="checkbox"/>	ITB (include bid tab)	<input type="checkbox"/>	<input type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: <u>add/type; "Contractor's Quote, Horizons Declination, Determination of Services, Request for retro-dated contract"</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance (srvs)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, scope page, and items to be purchased)			
<input type="checkbox"/>	<input type="checkbox"/>	Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contract (only on contracts)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Santa Fe Business Registration (or Exemption if no tax)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)			
<input type="checkbox"/>	<input type="checkbox"/>	Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)			
<input type="checkbox"/>	<input type="checkbox"/>	Evaluation Committee Report (RFPs only)			
<input type="checkbox"/>	<input type="checkbox"/>	Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)			

Carmelina Spears
Department Point of Contact

Admin. Manager 1.17.24
Title Date

Department Director

Date

Chief Procurement Officer

Jan 18, 2024

Date



City of Santa Fe

Treasury Department

200 Lincoln Ave.

Santa Fe, New Mexico 87504-0909

505-955-6551

BUSINESS REGISTRATION

Business Name: AON CONSULTING, INC
DBA: AON CONSULTING, INC

Business Location: 6501 AMERICAS PARKWAY NE STE 650
ALBUQUERQUE, NM 92623

Owner: AON CONSULTING, INC

License Number: 236216

Issued Date: December 20, 2023

Expiration Date: December 20, 2024

CRS Number: 03-633106-00-6

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

AON CONSULTING, INC
Aon - MSC# 17461 P.O. BOX 19640
IRVINE, CA 92623

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/10/2023

Holder Identifier : ARISWI

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext.): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:
INSURED Aon Corporation (See Subsidiary Information Below) 200 E. Randolph Chicago IL 60601 USA	INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 37885

COVERAGES

CERTIFICATE NUMBER: 570101105881

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> NON-OWNED <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	E&O - Professional Liability - Primary			US00087368E019A Errors & Omissions SIR applies per policy terms & conditions	03/01/2019	03/01/2024	Each Claim Aggregate \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Aon Risk Insurance Services West, Inc., 6501 Americas Parkway NE, Suite 650, Albuquerque, NM 87110.

Certificate No : 570101105881

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe Attn: Bernadette Salazar Human Resources Department 200 Lincoln Ave. Santa Fe NM 87504 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central Inc</i>
---	---

SPEARS, CARMELINA A.

From: VALDEZ, ALVIN A.
Sent: Wednesday, August 30, 2023 2:15 PM
To: SPEARS, CARMELINA A.
Cc: SALAZAR, BERNADETTE J.
Subject: FW: RFP for Health Benefits Consulting - Determination - 24/24/P

As required for State Wide Agreement

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, July 13, 2023 5:19 PM
To: VALDEZ, ALVIN A. <aavaldez1@santafenm.gov>
Cc: GUNTER, RAYMOND S. <rsgunter@santafenm.gov>; LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: RFP for Health Benefits Consulting - Determination - 24/24/P

Hi Alvin,

The scope of work as written would be **PROFESSIONAL SERVICES**. Please note this determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, and the Procurement Manual.

1. While this scope of work has been determined to be Professional Services, please check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org). The scope of work must be offered to WorkQuest dba Horizons of New Mexico for their right of first refusal.
2. Please ensure that the appropriate templates and forms are used. https://intranet.santafenm.gov/finance_1
3. When processing this procurement, please ensure that this number (**24/24/P**) and the procurement name are used in the appropriate documents and the subject of emails.
4. Please keep this as part of the procurement file for future reference.
5. Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent agreement. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.

-
- ✓ Federal
 - ✓ State
 - ✓ Federal Passthrough
 - ✓ Capital Outlay
 - ✓ Other Appropriations
 - ✓ Local/General Fund
 - ✓ Other Restricted
 - ✓ Foundation
 - ✓ Donation
-

6. Please review the pages linked below to determine whether any of the existing agreements are applicable to this request. You might be able to use an existing agreement to save time and money.

- <https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/>
- <https://naspo.valuepoint.org/categories/>
- <https://www.omniapartners.com/publicsector/contracts>
- <https://www.buyboard.com/home.aspx>
- <https://www.h-gac.com/Home>
- <https://www.gsaelibrary.gsa.gov/>
- <https://www.sourcewell-mn.gov/contract-search>
- <https://eprocurement.ces.org/public/bluebook.html#>

7. Send your request to the appropriate email address:

- RFP requests to purchasing_rfp@santafenm.gov
- ITB requests to purchasing_itb@santafenm.gov
- Determination requests to purchasing_det@santafenm.gov
- And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

<https://santafenm.gov/finance-2/purchasing-1>



From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, July 13, 2023 3:40 PM
To: VALDEZ, ALVIN A. <aavaldez1@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; GUNTER, RAYMOND S. <rsgunter@santafenm.gov>; LOVATO, JOANN D. <jdlovato@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: RFP for Health Benefits Consulting - Determination

Greetings,

Thank you for requesting a determination. We will reply to this email between 24 and 48 hours. If you need immediate assistance, please contact Travis at (505) 629-8351.

1. If you provided your Scope of Work (SOW) as an attachment, please pull back the email and resend the SOW in the body of the email. Please also make sure to specify the type of determination you are requesting (services, award, procurement method, etc.) (No need to do this because I included it after my signature...just a note for next time.)
2. If your SOW is strictly for goods, you do not need a services' determination.
3. Please always include the name and given procurement/agreement number in the subject line of your emails. Example: "Determination Request For Internal Audit Services"
4. If your SOW is determined to be general and you think the best method of procurement is an RFP, submit the Authorization and Plan. See 7 to obtain the template.
5. If your request includes any IT components, send it to creview@santafenm.gov to make sure ITT is aware of the procurement. Please provide their response to this office when you submit your procurement request for processing.
6. While you wait for the determination, [if for services] please check with Horizons by sending your SOW in the body of the email to mloehman@horizonsofnewmexico.org. The SOW must be offered to Horizons for their right of first refusal. Include Horizons' response in your procurement request.
7. Please ensure that the appropriate and current templates and forms are used
https://intranet.santafenm.gov/finance_1
8. Specify the forecasted amount of expenditure. (Total forecasted Budget for the life of the resulting agreement.)
9. Figure out your funding source and communicate to Purchasing. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent agreement. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.

- ✓ Federal
- ✓ State
 - ✓ Federal Passthrough
 - ✓ Capital Outlay
 - ✓ Other Appropriations
- ✓ Local/General Fund
- ✓ Other Restricted
 - ✓ Foundation
 - ✓ Donation

10. Please review the pages linked below to determine whether any of the existing agreements are applicable to this request. You might be able to use an existing agreement to save time and money.

- <https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/>
- <https://naspo.valuepoint.org/categories/>
- <https://www.omniapartners.com/publicsector/contracts>

- <https://www.buyboard.co...home.aspx>
- <https://www.h-gac.com/Home>
- <https://www.gsaelibrary.gsa.gov/>
- <https://www.sourcewell-mn.gov/contract-search>
- <https://eprocurement.ces.org/public/bluebook.html#>

11. Send your request to the appropriate email address:

- RFP requests to purchasing_rfp@santafenm.gov
- ITB requests to purchasing_itb@santafenm.gov
- Determination requests to purchasing_det@santafenm.gov
- And all other requests to purchasing@santafenm.gov

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

<https://santafenm.gov/finance-2/purchasing-1>



City of Santa Fe Request for Health Benefits Consulting Page 1 of 2

The City of Santa Fe Request for Services

SCOPE OF WORK

Purpose:

The City of Santa Fe is seeking a highly qualified Health Benefits Consultant. As the Health Benefits Consultant for the City of Santa Fe, your role will involve conducting thorough research, analyzing data, and providing strategic recommendations to enhance our benefits package and operational efficiency. This role involves extensive research and analysis, collaboration with City Team members, identifying system strengths and weaknesses, developing improvement plans, proposing budgets and business strategies, and recommending measures for process optimization. You will also be responsible for producing progress reports and presentations, advising alternative approaches, and implementation.

Scope of Work:

The consultant will analyze the City's benefits package and make recommendations. The following list outlines specific requirements:

- 1) Consultant to review the City's existing Health benefits package and analyze to identify strengths and weaknesses.
- 2) Consultant will recommend strategic plan linking business objectives, Benchmark design/costs, and plan cost forecasting.
- 3) Consultant will provide Governing Body, staff and benefits advisory committee summary reports in person or virtually as requested by the city HR team and attend meetings to include annual report meetings, client feedback, review of action plan, and service calendar.
- 4) Consultant will provide financial management in the form of develop budget projections, contribution modeling, funding rate/COBRA rate development, stop loss deductible and attachment level analysis, including large claim probability modeling,

alternate funding arrangement analysis, financial impact of design changes for self-insured plans, ACA financial analysis, analysis of plan structure relative to IRS (HSA-qualified plans) and Health & Human Services (HHS) guidelines, Actuarial Value (AV) assessment, Affordability based on IRS Safe Harbor Guidelines, Incurred But Not Paid (IBNP) calculation, financial reporting including monitoring of budget variances for self-insured plans, comprehensive medical/Rx utilization analysis using carrier reports, comprehensive medical/Rx utilization analysis using data warehouse partner, and PCORI calculations

- 5) Consultant to make recommendations and provide implementation strategies related to Renewal/Marketing in the form of; pre-renewal projections, Detailed marketing/renewal report, market selection and approval, network discount analysis for self-insured plans, network access and provider disruption analysis, carrier/vendor performance/rate guarantees, funding methodology evaluation, carrier financial ratings/market review, finalist meetings and scorecard analysis, best and final negotiations, vendor site visits, disclosure of all proposals and compensation
- 6) Consultant to provide implementation and renewal services that relate to carrier application preparation assistance, annual enrollment meeting support/coordination, review vendor created employee communications, assist with administrative arrangements (billing, banking, reporting, data,) executive summary of final decisions, medical pre-implementation audits.
- 7) Consultant will provide Compliance & Regulatory Support as it relates to review of welfare plan documents (e.g., benefit booklets, SPD provisions, or contracts) by Health Solutions generalist consultant on non-legal matters for consistency in terms, Periodic ad hoc support on technical questions answered by Health Solutions legal consultant.
- 8) Consultant to conduct ongoing services in the form of lead/attend vendor service meetings, escalated issue resolution (claim, billing, eligibility,) work plan for ongoing tasks/projects, presentations for Council Meetings and benefits advisory committee meetings.

From: VALDEZ, ALVIN A. <aavaldez1@santafenm.gov>
Sent: Thursday, July 13, 2023 12:55 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RFP for Health Benefits Consulting

Hello Travis,

Benefits would like to begin a solicitation for a Health Benefits Consultant. Attached you will find a Scope of Work document. The estimated budget is \$225,000 inclusive of applicable gross receipts taxes.

Should you need anything further, please do not hesitate to reach out to me directly.

Respectfully,

Alvin Valdez
Benefits and Wellness Supervisor
Human Resources
200 Lincoln Avenue
Santa Fe, NM 87504
(505)955-6075



SPEARS, CARMELINA A.

From: VALDEZ, ALVIN A.
Sent: Wednesday, August 30, 2023 3:25 PM
To: SPEARS, CARMELINA A.
Subject: FW: Health Benefits Consulting SOW
Attachments: image001.png

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Tuesday, August 29, 2023 11:10 AM
To: VALDEZ, ALVIN A. <aavaldez1@santafenm.gov>
Subject: Re: Health Benefits Consulting SOW

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Alvin,

We will respectfully decline this opportunity.

Kind regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

On Tue, Aug 29, 2023, 10:29 AM VALDEZ, ALVIN A. <aavaldez1@santafenm.gov> wrote:

Hello Matt,

Please see the SOW below and advise if NM Horizons can provide these services.

Respectfully,