

**Date:** October 10, 2024

**To:** Mayor Alan Webber and Governing Body  
Finance and Quality of Life Committees

**Via:** Bernadette Salazar, Human Resources Director *Bjs*

**From:** Alvin Valdez, Benefits Supervisor *AV*

**Subject:** Contract with AON Benefits Consulting Services

**Vendor Name:** Aon Consulting, Inc

**Vendor Number:** 1774

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**ITEM AND ISSUE:**

The Human Resources Department respectfully requests your review and approval of Professional Services Contract in the total amount not to exceed \$379,700 dollars excluding gross receipts tax for Health Benefits Consulting for 4 years; Aon Consulting, Inc.; Alvin Valdez, [aavaldez1@santafenm.gov](mailto:aavaldez1@santafenm.gov), 505-955-6075.

**Action Requested:** Approve Contract with Aon Consulting in an Amount not to Exceed \$379,700 for 4 years.

**BACKGROUND AND SUMMARY:**

The City of Santa Fe currently employs 1,438 employees who carry a comprehensive benefits package that encompasses Medical, Dental, Vision, Life Insurances, and Voluntary Insurances. The City of Santa Fe has a self-insured plan. The City uses Health Benefits Consulting Professional services to review the City's health benefits, identify gaps, and recommend a strategic plan aligned with business goals. Manage finances, including budget projections, ACA analysis, and compliance. Assist with renewals, vendor management, and employee communications. Provide summary reports and attend annual meetings. The current contract for the Health Benefits consultants is due to expire after serving the City for the last 4 years. There is a need to renew for future Health Benefits Consulting Professional services.

**PROCUREMENT METHOD:**

The procurement method was completed through RFP #24035.

**Chief Procurement Officer Approval:** \_\_\_\_\_ **Date:** 10/15/2024

**Comment/Exceptions:** NMSA 1978, Section 13-1-111

**Supporting Information:**

**CONTRACT NUMBER:**

The FY25 Munis contract number is 3250120.

**\$\$\$\$\$ SOURCE/REVENUE:** ☐Expense ☐Revenue

The funding source is:

**Fund Name/Number:** HEALTHDNTL/605

**Munis Org Name/Number:** Ben Admin/6050232

**Munis Object Name/Number:** Prfsl Cntr/510300

**If the project is grant funded? List grant award number:** \_\_\_\_\_

**Grant Manager / Accounting Officer Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Project Ledger #:** \_\_\_\_\_

**Budget Officer Approval:**  ALEXIS LOTERO (Oct 15, 2024 17:25 MDT) **Date:** 10/15/2024

**Comment/Exceptions:** \_\_\_\_\_

**CAPITAL ASSET (will this procurement result in a tangible item that costs more than \$5,000?):**

☐Yes | ☒ No

**# (if known):** \_\_\_\_\_

**Repair or Replacement of Existing Equipment:**

☐Yes | ☒ No

If yes -> ☐Repair | ☐ Replacement

**Please explain:** \_\_\_\_\_

**Capital Project:**

(New and improvement projects that are going to cost \$10,000 or more)

☐ Yes | ☒ No

**Project Ledger #:** \_\_\_\_\_

**Anticipated length of project:** \_\_\_\_\_

**Asset Manager Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Department Approvals:**

IT Components: ☐ Yes | ☒ No

Vehicles: ☐ Yes | ☒ No

Facilities, Furniture, Fixtures, Equipment: ☐ Yes | ☒ No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment & Exceptions:** \_\_\_\_\_

Department Contract Administrator Contact Info:

Alvin Valdez

[Aavaldez1@santafenm.gov](mailto:Aavaldez1@santafenm.gov)

505-955-6075

### **ATTACHMENTS:**

Vendor's Quote

Santa Fe Business License

Certificate of Liability Insurance

Professional/General Services Contract

CPO Determination

Horizons declination

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 13-1-111; 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**

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

- 1) Review the City's existing Health benefits package and analyze the current benefits package to identify strengths and weaknesses.
- 2) Recommend a strategic plan linking business objectives, benchmark design/costs, and plan cost forecasting as they pertain to health benefits
- 3) Provide the City of Santa Fe's Governing Body summary reports on benefits performance and attend an annual meeting to include Capitation (CAP) report, client feedback, review of Fiscal Year Benefits Action Plan, and service calendar.
- 4) Provide financial management in the form of developing 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, Affordable Care Act, (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 (IBNR) 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) 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) 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) Provide compliance & regulatory support as it relates to review of welfare plan documents (e.g., benefit booklets, Summary Plan Descriptions 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) 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.
- 9) Analyze the annual stewardship report from the current Health Consultant provider that reports on the Total Annual Health trends, insights, and growth rate.
- 10) Attend the annual Health Insight meeting to address and review all of the City's health information, including utilization, trends, and prescription plans. The meetings will be scheduled by the City of Santa Fe and will take place at a location within City limits.

## **2. Standard of Performance; Licenses**

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Health Benefits Consulting for the City, as set forth in this Agreement. The Contractor represents that 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.

C. Contractor represents that it: (i) shall, at all times during the term of this Agreement, remain in material compliance with all laws and regulations applicable to it as a service provider, including any required licenses, permits, or registrations, necessary for Contractor to be able to perform the Services; (ii) shall, to the extent Contractor's performance of the Services does not comply in any material respect with the terms of this Agreement and is not due to The City's failure to perform, re-perform any defective or non-conforming Services; and (iii) has no outstanding commitment or agreement to which it is a party or legal impediment of any kind known to it which is likely to limit, restrict, or impair the rights granted to

The City hereunder. If a potential conflict should arise, Contractor will discuss the situation with The City. The Services are not of a legal nature, and Contractor will in no event give, or be required to give, any legal opinion or provide legal representation to The City.

D. The City will submit to Contractor all The City Information in The City's control necessary for Contractor to perform the Services covered by this Agreement. The City will maintain in compliance with applicable law any and all benefit plan legal documents related to the Services. The City is responsible for the accuracy and completeness of any and all The City Information that is submitted to Contractor. The City agrees to notify Contractor as soon as possible of any problems or errors in The City Information submitted. Services performed by Contractor in correcting such problems or errors are additional services for which additional fees will be payable.

E. Except as expressly set forth in a Schedule, 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.

### **3. Compensation**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of Three-hundred Seventy-Nine Thousand Seven-Hundred Dollars (\$379,700.00) based upon deliverables such compensation not to exceed Three-hundred Seventy-Nine Thousand Seven Hundred Dollars (\$379,700.00), excluding gross receipts tax. **The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed Three-hundred Seventy-Nine Thousand Seven-Hundred dollars (\$379,700.00). 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. Fees and expenses are due and payable within forty-five (45) days of the invoice date. Contractor will invoice The City via email, and all payments will be made via electronic payment. The City will promptly notify Contractor of any questions regarding invoices so that Contractor can expect timely payment. The City shall pay all reasonable travel and related living expenses incurred by Contractor's personnel in performing Services for The City. 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%). Any charges for travel, related living expenses, and miscellaneous costs described herein are included the maximum amount of this Contract as stated above.**

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. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered.

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. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered.

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.

E. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

F. **Notice of Extended Payment Provision For Grant Funded Contracts.** This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

#### **4. Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations).

#### **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 based upon the City's uncured, material breach of this Agreement as provided below or for convenience, upon sixty days' notice to the City.

B. Notice; 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 Governing Body 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 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 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 except that Contractor may assign its rights and obligations to an affiliate entity controlled by, controlling, or in common control with Contractor.

## **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 except for obligations surviving termination of this Contract pertaining to Confidentiality.

## **11. Confidentiality**

a) For the purposes of this Contract, "Confidential Information" includes: (i) the terms of this Contract (including any Schedules); (ii) information provided to Contractor by the County (“County Information”); (iii)



Contractor Information as defined below; (iv) oral and written information designated by a party as confidential prior to the other party obtaining access thereto; and (v) oral and written information which should reasonably be deemed confidential by the recipient whether or not such information is designated as confidential. Each party's respective Confidential Information will remain its sole and exclusive property.

b) Each party will use reasonable efforts to cause its employees to minimize distribution and duplication and prevent unauthorized disclosure of the Confidential Information of the other party. Each party agrees that only employees, contract employees, board members, and outsourced service providers who have a need to know the Confidential Information of the other party will receive such Confidential Information. No party will disclose the other party's Confidential Information to a third party without the prior written consent of the other party. Either party may disclose the other party's Confidential Information to its legal counsel and auditors. 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 The City Confidential Information is (1) identifiable by The City or a The City employee or (2) attributable to The City. Contractor may also disclose The City's Confidential Information to its affiliates any subcontractor or, as instructed by The City, to any other third party providing services to The City. 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.

c) Confidential Information does not include information if and to the extent such information: (i) is or becomes generally available or known to the public through no fault of the receiving party; (ii) was already known by or available to the receiving party prior to the disclosure by the disclosing party; (iii) is subsequently disclosed to the receiving party by a third party who is not under any obligation of confidentiality to the party who disclosed the information; or (iv) has already been or is hereafter independently acquired or developed by the receiving party without violating any confidentiality Contract with or other obligation to the party who disclosed the information.

d) The receiving party may disclose Confidential Information of the disclosing party if required to as part of a Freedom of Information Act or open records request, 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 Contract, protective order, or modification of any disclosure, and the receiving party will reasonably cooperate in such efforts.

## **12. Product of Service -- Copyright**

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 ("The City Information") are and shall remain The City's sole and exclusive property. The City grants to Contractor a license to use such The 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 Contract, 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 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 Contract will prohibit Contractor from using any of its general knowledge or knowledge acquired under this Contract (excluding The City's Confidential Information) to perform similar services for others

### **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.

##### **RFP**

All terms and conditions of the RFP 24035 and the Contractor's response to such document(s) are incorporated herein 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 of \$1,000,000 per claim and in the aggregate.



## **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), including the City as additional insured only as provided below.

A. **Commercial General Liability** insurance shall be written on a per claim/aggregate basis and be with limits of less than \$1,000,000 per claim and \$2,000,000 in the aggregate for claims against bodily injury, personal, and property damage. A waiver of subrogation for said policy (except with respect to cyber liability, or network security and disruption coverage) may be provided, if and to the extent permitted by law.

B. Workers' Compensation and related insurance as prescribed by the law of the state in which the Services are to be performed.

C. Network Security and Privacy Liability, either as a separate policy or as part of the Professional insurance policy, in the amount of \$2,000,000 per claim and in the aggregate.

D. **Broader Coverage and Limits.** No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder. Contractor will place such insurance with carriers possessing a B+VII or better rating, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies.

E. Contractor shall maintain the above insurance for the term of this Contract and the City shall be included as an additional insured on a blanket basis for the Commercial General Liability policy (except to the extent cyber liability is covered), and Aon shall provide the City 30 days' notice of a cancellation or material adverse reduction on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary insurance, and insurance for the City, as additional insured on a blanket basis, shall be excess.

## **23. 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. Upon reasonable request (and in no event earlier than thirty days), Client may (up to one time annually) submit a questionnaire for Contractor to complete to demonstrate its compliance with its obligations under this Contract.. 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.

## **24. Indemnification**

Subject to Sections 24 A-E, 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 ("Losses") from any source which may arise out of the 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 but no later than three (3) days after it receives notice thereof, notify the legal counsel of the City.



A. Any claim under this Section 24.A must be asserted before the date that is three (3) years following the date the claimant knew or reasonably should have known of the act or omission giving rise to the claim. Each party shall use reasonable efforts to mitigate its own, as well as the other party's, liability, damages, and other losses suffered in connection with and arising out of this Contract.

B. 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 breach 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 during each sequential 12-month period in which the applicable Schedule is in effect, commencing as of the first day of the provision of services thereunder ("Schedule Year") up to an amount equal to the total fees paid or to be paid for such Schedule Year under the applicable Schedule.

C. Except as provided in this subsection 24(C) neither party shall 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. The waiver in the immediately preceding sentence shall not apply, however, to willful, criminal, or fraudulent misconduct, or to bodily injury or death occurring while Contractor is performing the Services and to the extent caused by the grossly negligent or willful acts or omissions of Contractor's personnel in performing the Services.

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 Contract (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 Contract and shall be subject to the terms of this Contract

## **25. 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.

## **26. 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.

## **27. 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.

## **28. 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:  
Bernadette Salazar  
Human Resources  
200 Lincoln Avenue  
Santa Fe, NM 87504  
bjsalazar@santafenm.gov

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

**29. 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.

**30. 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.

**31. Default/Breach**

Subject to section 24, in case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

**32. Equitable Remedies**

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irreparable 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.

**33. 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.

#### **34. Miscellaneous.**

A. This Contract has been entered into for the sole benefit of The City and Contractor, and in no event will any third-party benefits or obligations be created thereby.

B. Dispute Resolution

- Except as provided in Section 32, the following procedures shall be used in the event of any dispute or controversy arising out of or relating to this Contract. All negotiations between the parties conducted pursuant to the dispute resolution process described herein (and any of the parties' submissions in contemplation hereof) shall be kept confidential by the parties and shall be treated by the parties and their respective representatives as compromise and settlement negotiations for purposes of the applicable court rules of evidence.

- The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Contract promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Contract. Either party may give the other party written notice of any dispute not resolved in the ordinary course of business. Within fifteen (15) days after delivery of the notice, the party receiving the notice shall submit to the other a written response.

- Within thirty (30) days after delivery of the notice, the designated executives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other shall be honored in a timely fashion.

- If the matter in dispute has not been resolved within sixty (60) days after delivery of the notice, or if the parties fail to meet within thirty (30) days, the dispute shall be referred to more senior executives who have authority to settle the dispute and who shall likewise meet in an attempt to resolve the matter in dispute. If the matter has not been resolved within thirty (30) days after it has been referred to the more senior executives, or if no meeting of such senior executives has taken place within fifteen (15) days after such referral, either party may seek alternative legal remedies as it deems appropriate.

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.



Alan Webber (Nov 4, 2024 16:33 MST)

ALAN WEBBER, CITY MAYOR

Jane Rozina

Jane Rozina (Oct 15, 2024 11:57 PDT)

JANE ROZINA, West Region Health Solutions Practice Leader

DATE: Oct 15, 2024

SMS

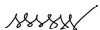
SMS

SARAH STEELE, Attorney for AON Consulting, Inc.

CRS#: 03-633106-00-6

Registration #: 236216

ATTEST:



GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 10/30/2024

xiv

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Oct 8, 2024 10:21 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

**Signature:** Sarah M Steele  
Sarah M Steele (Oct 10, 2024 15:23 CDT)

**Email:** sarah.steele@aon.com



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
05/20/2024

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).

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

**COVERAGES****CERTIFICATE NUMBER:** 570105789068**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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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"/> LOG OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> 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			US00087368E024A Errors & Omissions SIR applies per policy terms & conditions	03/01/2024	03/01/2028	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 Consulting, Inc., 200 East Randolph Street, Chicago, IL 60601. RE: Client team location/work performed: 6501 Americas Parkway NE, Suite 650, Albuquerque, NM 87110.

**CERTIFICATE HOLDER****CANCELLATION**

City of Santa Fe Attn: Bernadette Salazar 200 Lincoln Avenue 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>

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# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

<small>AGENCY</small> Aon Risk Services Central, Inc.		<small>NAMED INSURED</small> Aon Corporation	
<small>POLICY NUMBER</small> See Certificate Number: 570105789068		<small>EFFECTIVE DATE:</small>	
<small>CARRIER</small> See Certificate Number: 570105789068	<small>NAIC CODE</small>		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, <b>FORM NUMBER:</b> ACORD 25 <b>FORM TITLE:</b> Certificate of Liability Insurance	
Carrier Participation Schedule	
Insurer: XL Specialty Insurance Company   Policy #: US00087368E024A   Participation: 6.67%   Policy Term: 3/1/2024-3/1/2028	
Insurer: Illinois National Insurance Co.   Policy #: 025827769   Participation: 16.67%   Policy Term: 3/1/2024-3/1/2028	
Insurer: Starr Surplus Lines Insurance Company   Policy #: 1000624723241   Participation: 6.67%   Policy Term: 3/1/2024-3/1/2028	
Insurer: Houston Casualty Company   Policy #: 14MG24A16363   Participation: 3.33%   Policy Term: 3/1/2024-3/1/2028	
Insurer: National Fire & Marine Insurance Company   Policy #: 42EPP33358701   Participation: 6.67%   Policy Term: 3/1/2024-3/1/2028	
XL Specialty Insurance Company   Policy #: US00137987E024A   Participation: 60%   Policy Term: 3/1/2024-3/1/2028	
Empty space for additional remarks	



**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



**From:** [VALDEZ, ALVIN A.](#)  
**To:** [LOVATO, JOANN D.](#)  
**Subject:** FW: RFP for Health Benefits Consulting - Determination - 24/24/P  
**Date:** Tuesday, August 22, 2023 2:55:21 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)

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**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](mailto: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](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](mailto:purchasing_rfp@santafenm.gov)
- ITB requests to [purchasing\\_itb@santafenm.gov](mailto:purchasing_itb@santafenm.gov)
- Determination requests to [purchasing\\_det@santafenm.gov](mailto:purchasing_det@santafenm.gov)
- And all other requests to [purchasing@santafenm.gov](mailto: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](mailto:tkduttonleyda@santafenm.gov)

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

untitled



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**From:** DUTTON-LEYDA, TRAVIS K. <[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)>

**Sent:** Thursday, July 13, 2023 3:40 PM

**To:** VALDEZ, ALVIN A. <[aavaldez1@santafenm.gov](mailto:aavaldez1@santafenm.gov)>; DUTTON-LEYDA, TRAVIS K. <[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)>; GUNTER, RAYMOND S. <[rsgunter@santafenm.gov](mailto:rsgunter@santafenm.gov)>; LOVATO, JOANN D. <[jdlovato@santafenm.gov](mailto:jdlovato@santafenm.gov)>

**Cc:** LOVATO, JOANN D. <[jdlovato@santafenm.gov](mailto: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 [ereview@santafenm.gov](mailto:ereview@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](mailto: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](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://naspovaluepoint.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#>

11. Send your request to the appropriate email address:

- RFP requests to [purchasing\\_rfp@santafenm.gov](mailto:purchasing_rfp@santafenm.gov)
- ITB requests to [purchasing\\_itb@santafenm.gov](mailto:purchasing_itb@santafenm.gov)
- Determination requests to [purchasing\\_det@santafenm.gov](mailto:purchasing_det@santafenm.gov)
- And all other requests to [purchasing@santafenm.gov](mailto: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](mailto: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

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**From:** VALDEZ, ALVIN A. <[aavaldez1@santafenm.gov](mailto:aavaldez1@santafenm.gov)>

**Sent:** Thursday, July 13, 2023 12:55 PM

**To:** Purchasing DET <[purchasing\\_det@santafenm.gov](mailto:purchasing_det@santafenm.gov)>

**Cc:** LOVATO, JOANN D. <[jdlovato@santafenm.gov](mailto: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

- 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.

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**From:** VALDEZ, ALVIN A. <[aavaldez1@santafenm.gov](mailto:aavaldez1@santafenm.gov)>  
**Sent:** Thursday, July 13, 2023 12:55 PM  
**To:** Purchasing DET <[purchasing\\_det@santafenm.gov](mailto:purchasing_det@santafenm.gov)>  
**Cc:** LOVATO, JOANN D. <[jdlovato@santafenm.gov](mailto: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



**From:** [VALDEZ, ALVIN A.](#)  
**To:** [LOVATO, JOANN D.](#)  
**Subject:** FW: Health Benefits Consulting SOW  
**Date:** Tuesday, December 5, 2023 12:49:15 PM  
**Attachments:** [image001.png](#)  
**Importance:** High

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JoJo,

Here is the Horizons “decline” email again.

Alvin

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**From:** LOVATO, JOANN D. <[jdlovato@santafenm.gov](mailto:jdlovato@santafenm.gov)>  
**Sent:** Tuesday, August 29, 2023 1:50 PM  
**To:** VALDEZ, ALVIN A. <[aavaldez1@santafenm.gov](mailto:aavaldez1@santafenm.gov)>  
**Cc:** DUTTON-LEYDA, TRAVIS K. <[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)>  
**Subject:** RE: Health Benefits Consulting SOW

Thank you.

JoAnn D. Lovato Montaño, CPO  
Contracts Supervisor  
c: (505) 469-6045



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**From:** VALDEZ, ALVIN A. <[aavaldez1@santafenm.gov](mailto:aavaldez1@santafenm.gov)>  
**Sent:** Tuesday, August 29, 2023 11:21 AM  
**To:** LOVATO, JOANN D. <[jdlovato@santafenm.gov](mailto:jdlovato@santafenm.gov)>  
**Cc:** DUTTON-LEYDA, TRAVIS K. <[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)>  
**Subject:** FW: Health Benefits Consulting SOW

Joann,

Here is the “Decline” email from Horizons NM

Alvin Valdez

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**From:** Matt Loehman <[mloehman@horizonsofnewmexico.org](mailto:mloehman@horizonsofnewmexico.org)>  
**Sent:** Tuesday, August 29, 2023 11:10 AM  
**To:** VALDEZ, ALVIN A. <[aavaldez1@santafenm.gov](mailto: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](mailto:mloehman@horizonsofnewmexico.org)  
web: [www.horizonsofnewmexico.org](http://www.horizonsofnewmexico.org)

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

Hello Matt,

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

Respectfully,

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

A handwritten signature in black ink, appearing to read 'Alvin Valdez', is written over a faint, circular official seal. The seal contains a central emblem and text around its perimeter, though it is not clearly legible.

**Signature:** XAVIER VIGIL  
XAVIER VIGIL (Nov 4, 2024 15:18 MST)

**Email:** xivigil@santafenm.gov










# 24-0646 AON Consulting

Final Audit Report

2024-11-04

Created:	2024-11-04
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJsov6zYQGjeUoZ_6-rb0IjpTEbHC2epd

## "24-0646 AON Consulting" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)  
2024-11-04 - 10:15:55 PM GMT- IP address: 63.232.20.2
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Signature Date: 2024-11-04 - 10:18:58 PM GMT - Time Source: server- IP address: 63.232.20.2
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2024-11-04 - 10:19:02 PM GMT
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Signature Date: 2024-11-04 - 11:34:42 PM GMT - Time Source: server- IP address: 63.232.20.2
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