



**The
Buckman Direct Diversion Project**

REQUEST FOR PROPOSALS (RFP)

**PROPERTY & CASUALTY INSURANCE
BROKER/AGENT OF RECORD**

**RFP#
21/36/P**

RFP Release Date: May 7th

Proposal Due Date: Tuesday June 15th
ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to enter into a contract through competitive negotiations for the procurement of, on the behalf of the Buckman Direct Diversion Board, to obtain and carry public liability insurance, fire and extended coverage on all the BDD project buildings and structures in compliance with section 23 of the Joint Powers Agreement for the Buckman Direct Diversion Board.

B. BACKGROUND INFORMATION

The Buckman Direct Diversion Board is an entity organized and existing under that certain Joint Powers Agreement by and between the City of Santa Fe and Santa Fe County dated March 7, 2005. The Board oversees the Buckman Direct Diversion Project which diverts water from the Rio Grande for delivery to the City Santa Fe and County and the Las Campanas development.

The BDD maintains several facilities for the delivery of water service. The service area diverts water from the Rio Grande for a distance of 13 miles to the BDD Plant. The Plant capacity is 18.3 million gallons per day at peak, 8 million gallons of pre-sedimentation, 15 million gallons at water treatment, 4 million gallons of water storage, and up to 10 million gallons of treated water at the pump stations. The BDD Project facilities includes, but are not limited to, screened river intake, raw and treated water pipelines, low lift pump station, sediment removal facility, booster stations, 13 total acres with solar facilities and 32 acres of habitat restoration. The BDD employs approximately 33 employees in operations, administration, safety, regulatory and maintenance.

Operations of the facility began May 2, 2011. Operations are fully funded by the City, County, and Las Campanas entities who are billed pursuant to the Facility Operations and Procedures Agreement (FOPA) dated October 16, 2006.

Specified insurance is required in Section 23 of the JPA Agreement which will be designed, placed and serviced by the selected broker.

C. SCOPE OF PROCUREMENT

In accordance with Section 23 of the JPA, The Buckman Direct Diversion project is procuring professional property, liability, fire and extended coverage. This RFP is designed to provide basic information sufficient to solicit proposals from qualified companies, but is not intended to limit a proposal's content or exclude any other relevant or essential information.

The resulting contract will be a single, multi term award for four years. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in section 13-1-150 NMSA 1978.

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

D. PROCUREMENT MANAGER

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

Name: Monique Maes, Procurement Manager
Telephone: (505) 955-4508 (505) 920-3339 Cell
Email: mmmaes@santafenm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other BDD employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.10.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

*Submissions of all proposals must be accomplished via email to:
purchasing@santafenm.gov.*

F. DEFINITION OF TERMINOLOGY

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

1. **“Authorized Purchaser”** means an individual authorized by a Participating Entity to place orders against this contract.
2. **“Award”** means the final execution of the contract document.
3. **“Business Hours”** means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

4. **“BDD”** means the Buckman Direct Diversion water treatment plant.
5. **“BDDDB”** means the governing board of directors of the BDD project
6. **“Board”** Board of Directors of the BDD project.
7. **“Central Purchasing Office”** means the office responsible for the control of procurement of items of tangible personal property, services or construction.
8. **“Chief Procurement Officer”** means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personal property, services or construction.
- 9.
10. **“JPA”** means the Joint Powers Agreement between the City of Santa Fe, and the County of Santa Fe governing the Buckman Direct Diversion Project.
11. **“City”** means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.
12. **“County”** means the County of Santa Fe, New Mexico as a governing entity in established agreements.
13. **“Close of Business”** means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
14. **“Confidential”** means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
15. **“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction.
16. **“Contractor”** means any business having a contract with the Buckman Direct Diversion.
17. **“Department”** means the Requesting Department sponsoring this Procurement.
18. **“Determination”** means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

19. **“Desirable”** – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
20. **“Electronic Submission”** means a successful submittal of Offeror’s proposal.
21. **“Electronic Version/Copy”** means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The electronic version/copy can only be emailed.
22. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
23. **“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
24. **“Final Award”** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
25. **“Finalist”** means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
26. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
27. **“IT”** means Information Technology.
28. **“Mandatory”** – the terms “must,” “shall” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
29. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
30. **“Multiple Source Award”** means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.
31. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.

32. **“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to the BDD, a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
33. **“Procurement Manager”** means any person or designee authorized by the Requesting Department to facilitate the procurement and or administer the contract(s) .
34. **“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
35. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
36. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
37. **“Requesting Department”** means the BDD Department responsible for overseeing the work or delivery of tangible personal property by a contractor.
38. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
39. **“Responsive Offer”** or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
40. **“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The Buckman Direct Diversion reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the City’s Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.

41. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
42. **“State (the State)”** means the State of New Mexico.
43. **“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
44. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
45. **“Written”** means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

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

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

https://www.santafenm.gov/bids_rfps

Other relevant links:

<https://bddproject.org/>

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	Central Purchasing Office	May 7 th
2. Acknowledgement of Receipt Form	Potential Offerors	May 12 th
3. Pre-Proposal Conference via zoom	Requesting Department	May 13 th 3:00pm
4. Deadline to submit Written Questions	Potential Offerors	May 14 th
5. Response to Written Questions	Procurement Manager	May 17 th
6. Submission of Proposal	Potential Offerors	June 15th by 3:00pm
7.* Proposal Evaluation	Evaluation Committee	June 16 th
8.* Selection of Finalists	Evaluation Committee	June 21 th
9.* Finalize Contractual Agreements upon BDD Board approval	Requesting Department/Finalist Offerors/BDD Board approval	July 1 st
10.* Contract Awards upon BDD Board approval	Requesting Department/ Finalist Offerors/BDD Board approval	July 1 st
11.* Protest Deadline	Central Purchasing Office	July 15 th

* Dates indicated in Events 7 through 13 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

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

1. Issue RFP

This RFP is being issued on behalf of The Buckman Direct Diversion Board on May 7th as indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

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

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

3. Pre-Proposal Conference

A pre-proposal conference will be held May 13th at 3:00pm as indicated in Section II.A, Sequence of Events, beginning at 3pm May 13, 2021 MST/MDT via Scheduled Zoom meeting.

Topic: Property and Casualty Insurance -Pre-Proposal Conference -RFP 21/36/P
Time: May 13, 2021 03:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://santafenm-gov.zoom.us/j/9749135996?pwd=WG1TL3o3NmpoZkpyRENoK0xJbzVQUT09>

Meeting ID: 974 913 5996

Passcode: aKrKx9

One tap mobile

+13462487799,,9749135996#,,,,*429343# US (Houston)

+16699006833,,9749135996#,,,,*429343# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

Meeting ID: 974 913 5996

Passcode: 429343

Find your local number: <https://santafenm-gov.zoom.us/u/abmkpgvsoX>

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

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

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Central Purchasing Office and the Procurement Manager as to the intent or clarity of this RFP until May 14th by 5:00pm MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Central Purchasing Office and the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

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

An electronic version of the Questions and Answers will be posted to:
https://www.santafenm.gov/bids_rfps

6. Submission of Proposal

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

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING OFFICE VIA EMAIL AT Purchasing@santafenm.gov NO LATER THAN **3:00 PM** MST/MDT ON: June 15th 2021, THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

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

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

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7. Proposal Evaluation

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

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time. Finalist will be determined based on experience, references and evaluation criteria met.

9. Finalize Contractual Agreements

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

11. Contract Awards

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

12. Protest Deadline

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

Fran Dunaway
Chief Procurement Officer
City of Santa Fe
fadunaway@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

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

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

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

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

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

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

- a. ***Proprietary and Confidential information is restricted to:***
 1. confidential financial information concerning the Offeror's organization;
and
 2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7.

- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

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

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

9. No Obligation

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

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Department determines such action to be in the best interest of the Buckman Direct Diversion.

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between the Department and a contractor will follow the format specified by The Buckman Direct Diversion and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting Department reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

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

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

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

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

16. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

The Evaluation Committee, upon approval from the Chief Procurement Officer, reserves the right to waive minor irregularities, as defined in Section I.F.23. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. Department Rights

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

23. Right to Publish

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

24. Ownership of Proposals

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

25. Confidentiality

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

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

26. Electronic mail address required

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

27. Use of Electronic Versions of this RFP

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

28. Campaign Contribution Disclosure Form

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

29. Letter of Transmittal

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

The Letter of Transmittal MUST:

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

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

30. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees

to disclose whether the Contractor, or any principal of the Contractor's company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the Chief Procurement Officer or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this

Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Chief Procurement Officer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Chief Procurement Officer may terminate the involved contract for cause. Still further the Chief Procurement Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer

31. Local Preferences

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

1. Local Preference Qualification

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

- a. The BDD shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The BDD shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

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

The maximum available local preference shall be 6%.

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

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

The BDD shall not award a business both a resident business preference and a resident veteran business preference.

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

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one (1) proposal in response to this RFP.

B. NUMBER OF COPIES

1. ELECTRONIC SUBMISSION ONLY Responses

Proposals in response to this RFP must be submitted through City of Santa Fe's Purchasing email ONLY, the Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* Separate the proposals as described below into separate electronic files for submission.

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

- a) **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* The Technical Proposals **SHALL NOT** contain any cost information.

- i. **Confidential Information:** If Offeror's proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files :**

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

- b) **Cost Proposals** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb*

may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit

The ELECTRONIC proposal submission must be fully submitted to: purchasing@santafenm.gov by the submission deadline in Section II.B.6.

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

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

1. Proposal Content and Organization

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

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

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Table of Contents
- D. Proposal Summary (Optional)
- E. Response to Contract Terms and Conditions (from Section II.C.15)
- F. Offeror's Additional Terms and Conditions (from Section II.C.16)
- G. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal/Binder 2**)
 - 1. Organizational Experience
 - 2. Organizational References
 - 3. Financial Stability –(Financial information considered confidential, as defined in Section I.E. and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section III.B.1.a.i)
 - 4. Performance Surety Bond (if applicable)
 - 5. Local Preferences (if applicable)
- H. Other Supporting Material (if applicable)

Cost Proposal:

- 1. Completed Cost Response Form (APPENDIX D)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and

included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

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

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

Proposals should describe clearly the services that the proposer intends to provide to the Board if awarded the contract for Broker of Record services (Section 23 of Joint Powers Agreement policies) and Owner Controlled Insurance Program (OCIP) services for the Buckman Direct Diversion Project (Project). Proposers are encouraged to offer concepts that will save money and provide superior service while affording maximum protection to the Board and its related parties, the Contractor and its subcontractors. If certain services are to be provided through another entity, explain in detail what services each will provide and how all services will be coordinated. At minimum, proposers should provide services in the following areas.

1.) INSURANCE BROKERAGE SERVICES

It is expected that the Broker will provide property and casualty coverage for the County, to be effective July 1 2021 and each subsequent renewal, consisting of:

- Property Coverage
- Inland Marine Coverage
- Machinery & Equipment Breakdown Coverage
- Computer Coverage
- Commercial Automobile Coverage
- General Liability Coverage
- Public Officials Errors & Omissions Liability Coverage
- Public Officials Bond Coverage
- Crime Coverage
- Umbrella/Excess Liability Coverage
- Design, market and implement the broadest insurance at the most reasonable cost that addresses the requirements of Section 23 of the Joint Powers Agreement (see Attachment 1 to RFP) and any other property, casualty, crime and marine insurance usual or necessary to the operations of the BDDB.

2.) The work to be performed on an annual basis shall be as follows: (The services listed below contemplate the Broker will be responsible for all costs.)

- Gather underwriting data;
- Obtain loss information;
- Analyze loss experience and provide Board with a proposed self-insured retention or deductible.
- Prepare underwriting submission that not only includes typical underwriting data but includes coverage specifications for each carrier to provide quotations;
- Market insurance program to all interested & qualified carriers;
- Once received, analyze coverage forms, retentions, limits, premium terms, etc., for each program, summarize data & make recommendations most advantageous to the Board
- Discuss and meet with Underwriters and City & or Board Risk Management staff;
- Present final program to Board. Broker will select insurance companies with sound financial ratings which shall not be rated lower than A- VII by Best's Rating Guide and Standard & Poor's Insurance Ratings; Public entity insurance pools are excepted from the A- VII minimum rating.
- Once approved, bind coverage with selected carriers;
- Issue certificates of insurance;
- Issue and maintain a Summary of Insurance to the Board;
- When policies are received, Broker will audit each policy form for compliance with proposals and specifications, and if necessary, order endorsements for correction;
- As requested, be available to prepare a written and/or oral summary of coverages, program description, loss history, etc.,
- Answer the Board's auditor's request for year-end premium and loss information;
- Answer the Board's request to breakdown rates by line of coverage for budget purposes.
- Obtain ad hoc reports for members relative to loss history, in total or by a particular coverage line;
- Assist in annual Board-wide budget packet development that contains each projected renewal premium;
- Place individual bonds, as needed (such as notary bonds, maintenance bonds, permit bonds, etc.);
- Keep Board informed of insurance market conditions

3.) CONSULTING SERVICES

- It is expected that the Broker will provide consulting services to the Board upon request.
- Some of the work that should be contemplated on an annual basis is as follows: (The services listed below contemplate the Broker will be responsible for all costs.):

1. Answer coverage, claims and loss prevention questions. Many questions are required to be answered in writing
2. Provide advice and guidance regarding any potential risk exposure

4. ADMINISTRATIVE SERVICES

A. It is anticipated that the Broker will provide administrative services to the Board. The work expected, is as follows: (The services listed below contemplates the Broker will be responsible for all costs.)

- Process all requests which are outlined in the Brokerage and Consulting services and maintain copies of all data for a minimum of seven (7) years after this contract terminates;
- Establish and monitor “suspense” files for each line of coverage to track the handling requests;
- Initiate, prepare and mail all billings;
- Answer questions from the Board of Board Commissioners, Board attorneys, third party administrators, etc.;
- Abide by the terms of the New Mexico Procurement Code and all applicable rules and regulations adopted by the Board, the State of New Mexico or any of its agencies or departments;
- Provide claims assistance as requested.
- Assist the Board with analyzing contracts and provide such services as suggestions for modifications, hold harmless clauses, suggested limits of liability for contractors, and other loss avoidance techniques.
- Review & be familiar with the Board’s Joint Powers Agreement, Project Management and Fiscal Services Agreement, Facilities Operation and Financial Services Agreement and other documents affecting the risk and liability of the Board;
- Suggest the availability of and initiation of coverage for special situations and special risks and exposure;
- Assist the Board and its consultants in the construction and interpretation of insurance and indemnity agreements.
- Monitor reserves, rates, claim trends, loss control efforts, claim service and cash flow;
- When requested, assist in developing risk related material for Board meetings;
- Review current insurance/self-insurance structure and assist in evaluating benefits, costs and risk of alternative programs and recommend alternative risk financing methods;
- When requested, assist in formulation or amendment of Board rules or regulations;
- Respond to questions from Board’s contracted legal advisors;
- Attend meetings as reasonable or necessary or requested.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

- a) provide a detailed description of relevant property and casualty brokerage agent of record experience provided to city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of servicing public entity insurance programs. List all public entity clients that prosper has serviced within the last five years. All property and casualty broker agent of record services specifically for city, state and private sector provided will be considered;
- b) provide a detailed resume of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as employees of the contractor who will be providing the service identified with the detailed scope of work. Offeror must include key personnel education, work experience, relevant and applicable certifications/licenses.
- c) describe at least two project successes and failures of property and casualty brokerage agent of record services. Include how each experience improved the Offeror's services.

2. Organizational References

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

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

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Staff assigned to reference engagement that will be designated for work per this RFP; and
- e) City or state entity project manager name, telephone number, and e-mail address.

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

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

3. Response to Scope of Work

Offeror must provide a brief response to each assignment within the detailed Scope of Work in Section IV. A. Specifications. The response should include the position and title that best suits each assignment.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report).

2. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX E, and to return a signed, unaltered form will result in Offeror's disqualification.**

3. Campaign Contribution Disclosure Form

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

4. Cost

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by experience reference, response to scope of work.

5. Local Preference

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

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Evaluation Factors <i>(Correspond to section IV.B and IV C)</i>	Points Available
B. Technical Specifications	
B. 1. Organizational Experience	250
B. 2. Organizational References	150
B. 3. Response to Scope of Work	100
C. Business Specifications	
C.1. Financial Stability	Pass/Fail
C.3. Letter Of Transmittal	Pass/Fail
C.4. Campaign Contribution Disclosure Form	Pass/Fail
C.5. Oral Presentation	100
C.6. Cost	250
TOTAL POINTS AVAILABLE	1000
C.7. New Mexico Preference - Resident Vendor Points per Section IV C. 7	50
C.7. New Mexico Preference - Resident Veterans Points per Section IV C.7	100

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.1 Organizational Experience

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid

and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

2. B.2 Organizational References

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

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

3. B.3 Response to Scope of Work

Points will be awarded based upon the Offerors thoroughness and clarity of each response to the assignments (1-4) in Section IV. A.

4. C.1 Financial Stability (See Table 1)

Pass/Fail only. No points assigned.

5. C.2 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

6. C.3 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

7. C.4 Cost (See Table 1)

The evaluation of each Offeror's cost proposal will be conducted using the following formula: The first year's total budget will be used to calculate Cost Score

Lowest Responsive Offeror's Cost

Each Offeror's Cost

X Available Award Points

Cost Items
Insurance Brokerage Services
Annual services
Detailed description of services specified within the scope of work

8. C.7. Local Preferences

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

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

The maximum available local preference shall be 6%.

- C. Solicitations above One Million Dollars (\$1,000,000)
 - a. The BDD shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.
 - b. The BDD shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid actually submitted, if and only at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

C. EVALUATION PROCESS

- 1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
- 2. The Central Purchasing Office or/and the Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
- 3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance

with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the BDD taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A: ACKNOWLEDGEMENT OF RECEIPT FORM

REQUEST FOR PROPOSAL

Property and Casualty insurance Broker/Agent of Record

21/36/P

This Acknowledgement of Receipt Form should be signed and submitted no later than 3:00PM MSD/MDT ON May 11th, 2021 Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

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

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

ORGANIZATION:

CONTACT NAME:

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

To: Central Purchasing

E-mail: Purchasing@santafenm.gov

Subject Line: Property and

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or

who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

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

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

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

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

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

Alan M Webber
Signe Lindell, Pro-tem
Renee Villarreal
Michael Garcia
Carol Romero-Wirth
Roman “Tiger” Abeyta
Christopher Rivera
Joanne Vigil Coppler
Jamie Cassutt-Sanchez
Henry Roybal
Anna Hansen
Rudy Garcia
Anna Hamilton
Hank Hughes

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX C

DRAFT CONTRACT

The Agreement included in this Appendix C represents the contract the BDD intends to use to make an awards. The Buckman Direct Diversion reserves the right to modify the Agreement prior to, or during, the award process, as necessary.

See separate PDF

Exhibit A Scope of Services

INSURANCE BROKERAGE SERVICES

A. It is expected that the Broker will procure property and casualty coverage for the Buckman Direct Diversion Board, to be effective July 1, 2021 and each subsequent renewal, consisting of.

- Property Coverage
- Inland Marine Coverage
- Machinery & Equipment Breakdown Coverage
- Computer Coverage
- Commercial Automobile Coverage
- General Liability Coverage
- Public Officials Errors & Omissions Liability Coverage
- Public Officials Bond Coverage
- Crime Coverage
- Umbrella/Excess Liability Coverage

Design, market and implement the broadest insurance at the most reasonable cost that addresses the requirements of Section 23 of the Joint Powers Agreement and any other property, casualty, crime and marine insurance usual or necessary to the operations of the Board.

B. The work to be performed on an annual basis shall be as follows: (The services listed below contemplate the Broker will be responsible for all costs.)

1. Gather underwriting data;
2. Obtain loss information
3. Analyze loss experience and provide Board with a proposed self-insured retention or deductible.
4. Prepare underwriting submission that not only includes typical underwriting data but includes coverage specifications for each carrier to provide quotations;
5. Market insurance program to all interested & qualified carriers;
6. Once received, analyze coverage forms, retentions, limits, premium terms, etc., for each program, summarize data & make recommendations most advantageous to the Board;
7. Discuss and meet with Underwriters and City & or Board Risk Management staff;
8. Present final program to Board. Broker will select insurance companies with sound financial ratings which shall not be rated lower than A- VII by Best's Rating Guide and Standard & Poor's Insurance Ratings; Public entity insurance pools are accepted from the A- VII minimum rating.
9. Once approved, bind coverage with selected carriers;

10. Issue certificates of insurance;
11. Issue and maintain a Summary of Insurance to the Board;
12. When policies are received, Broker will audit each policy form for compliance with proposals and specifications, and if necessary, order endorsements for correction;
13. As requested, be available to prepare a written and/or oral summary of coverages, program description, loss history, etc.
14. Answer the Board's auditor's request for year-end premium and loss information;
15. Answer the Board's request to breakdown rates by line of coverage for budget purposes.
16. Obtain ad hoc reports for members relative to loss history, in total or by a particular coverage line;
17. Assist in annual Board-wide budget packet development that contains each projected renewal premium;
18. Place individual bonds, as needed (such as notary bonds, maintenance bonds, permit bonds, etc.);
19. Keep Board informed of insurance market conditions;

RISK CONTROL SERVICES

- A. It is expected that the Broker will provide consulting services to the Board upon request.
- B. Some of the work that should be contemplated on an annual basis is as follows: (The services listed below contemplate the Broker will be responsible for all costs.):
 1. Answer coverage, claims and loss prevention questions. Many questions are required to be answered in writing;
 2. Provide advice and guidance regarding any potential risk exposure;
 3. Review & be familiar with the Board's Joint Powers Agreement, Project Management and Fiscal Services Agreement, Facilities Operation and Financial Services Agreement and other documents affecting the risk and liability of the Board;
 4. Suggest the availability of and initiation of coverage for special situations and special risks and exposure;
 5. Assist the Board and its consultants in the construction and interpretation of insurance and indemnity agreements.

6. Monitor reserves, rates, claim trends, loss control efforts, claim service and cash flow;
7. When requested, assist in developing risk related material for Board meetings;
8. Review current insurance/self-insurance structure and assist in evaluating benefits, costs and risk of alternative programs and recommend alternative risk financing methods;
9. When requested, assist in formulation or amendment of Board rules or regulations;
10. Respond to questions from Board's contracted legal advisors;
11. Attend meetings as reasonable or necessary or requested.

4. CLAIMS MANAGMENT SERVICES

A. It is anticipated that the Broker will provide administrative services to the Board.

B. The work expected, is as follows: (The services listed below contemplates the Broker will be responsible for all costs.)

1. Process all requests which are outlined in the Brokerage and Consulting services and maintain copies of all data for a minimum of seven (7) years after this contract terminates;
2. Establish and monitor "suspense" files for each line of coverage to track the handling requests;
3. Initiate, prepare and mail all billings;
4. Answer questions from the Board of Board Commissioners, Board attorneys, third party administrators, etc.
5. Abide by the terms of the New Mexico Procurement Code and all applicable rules and regulations adopted by the Board, the State of New Mexico or any of its agencies or departments;
6. Provide claims assistance as requested.
7. Assist the Board with analyzing contracts and provide such services as suggestions for modifications, hold harmless clauses, suggested limits of liability for contractors, and other loss avoidance techniques.

APPENDIX D

COST RESPONSE FORM

This is a sample form, expand or detail as needed.

Description	Type	Quantity	Cost per Item

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

APPENDIX E

LETTER OF TRANSMITTAL FORM

APPENDIX E

Letter of Transmittal Form

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 21/36/P

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

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

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

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

3. Use of subcontractors (Select one):

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

(Attach extra sheets, as needed)

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

(Attach extra sheets, as needed)

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

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

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

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

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

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Central Purchasing at Purchasing@santafenm.gov by June 15th 2021 3pm MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # 21/36/P
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

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

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

Forms must be submitted no later than June 15th 2021 by 3:00pm, and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

For questions or concerns regarding this form, please contact the City of Santa Fe **Procurement Manager**, Monique Maes at (505) 920-3339 mmmaes@santafenm.gov when contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project description	
Project dates (start and end dates)	

QUESTIONS:

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

APPENDIX G
NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

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

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

I affirm:

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

Signature _____

Printed Name _____

Title _____

Date _____

APPENDIX H

CONFLICT OF INTEREST

CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

Complete, sign and return with your proposal.

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

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

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

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

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

I, _____, certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded **Property and Casualty Insurance Broker Agent of Record**. For the duration of this firm's involvement in the **Property and Casualty Insurance Broker Agent of Record** contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the **Property and Casualty Insurance Broker Agent of Record** contract.

I certify that this firm will keep **all Property and Casualty Insurance Broker Agent of Record** contract information confidential and secure. This organization will not copy, give or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the **Property and Casualty Insurance Broker Agent of Record contract**. I understand that if this firm leaves this **Property and Casualty Insurance Broker Agent of Record** contract before it ends, this firm must still keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the **Property and Casualty Insurance Broker Agent of Record** contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the **Property and Casualty Insurance Broker Agent of Record** contract confidential information has or intends to disclose that information in violation of this agreement.

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

Company Name:

Authorized Representative/Title:

Phone Number:

Fax Number:

E-mail Address:

Signature:

—

Date:

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

APPENDIX I
LIVING WAGE ORDINANCE






City of Santa Fe Living Wage Ordinance







PURSUANT TO THE CITY OF SANTA FE
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987
EFFECTIVE MARCH 1, 2021 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

\$12.32 PER HOUR

Santa Fe's Living Wage

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

Who is Required to Pay the Living Wage?

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

More Information, including the Living Wage Ordinance, is available at
<http://www.santafenm.gov>
(Click on Hot Topics/Living Wage)

Attachment 1

JOINT POWERS AGREEMENT

Joint Powers Agreement between the City of Santa Fe and the County of Santa Fe Governing the Buckman Direct Diversion Project

This Joint Powers Agreement ("Agreement") is entered into pursuant to the Joint Powers Agreement Act, NMSA 1978, Section 11-1-1 through 11-1-7 by and is entered into by and between the City of Santa Fe ("City"), a municipal corporation of the State of New Mexico and the County of Santa Fe ("County"), a political subdivision of the State of New Mexico, as of the effective date defined below.

Recitals

WHEREAS, the County and City will continue to cooperate on the funding, permitting and construction of the proposed BDD Project to provide regional water resources; and

WHEREAS, the City and County recognize that the use of SJCP water will be directly available to the City and County through the Buckman Direct Diversion (BDD) Project at a time in the future; and

WHEREAS, in a joint meeting of the City of Santa Fe Council and County of Santa Fe Board of County Commissioners held on October 7, 2004, the respective governing bodies approved the Regional Water Resource and Buckman Direct Diversion Principles of Agreement; and

WHEREAS, this Joint Powers Agreement is intended to begin implementation of those provisions of the October 7, 2004 Agreement concerning the Buckman Direct Diversion Project; and,

WHEREAS, it is in the best interest of the citizens of the City and the County that the City and the County jointly undertake to plan, fund, construct, operate, manage and own the Buckman Direct Diversion Project.

NOW, therefore, upon the mutual consideration described by this Agreement, including the covenants and promises contained herein, the adequacy of which is acknowledged by the parties, the County and City agree as follows:

Definitions. Capitalized words or phrases used in this Agreement, as defined below, shall have the following meanings:

afy means acre feet per year.

Agreement means this “Joint Powers Agreement between the City of Santa Fe and the County of Santa Fe Governing the Buckman Direct Diversion Project”.

BDD Board means the governing board of directors of the BDD Project as established by the this Agreement.

BDD Project means the planned Buckman Direct Diversion Project which will divert surface water from the Rio Grande at Buckman, as described in the draft Environmental Impact Statement for the Buckman Direct Diversion Project. The BDD Project has a diversion capacity of 8,730 afy. The BDD Project includes diversion, treatment, transmission and related works used to deliver water to the respective Independent Water Systems of the City and County.

BOR means the United States Bureau of Reclamation.

Design Build Contract means a contract entered into between the BDD Board and the Design Build Contractor to design and build the BDD Project pursuant to the City's Purchasing Manual.

Design Build Contractor means the contractor hired pursuant to the Design Build Contract to design and build the BDD Project.

Facility Operations and Procedures Agreement (FOPA) means the agreement between the City, the County and Las Campanas governing the operations and procedures of the BDD Project.

Independent Water System means the respective water works of the City and the County, as such works exist now and as such works may change or expand in the future.

ISC means the New Mexico Interstate Stream Commission.

Owners' Consultant means a consultant specializing in providing professional services to the Project Owners to manage and oversee the design build process on a public water project on behalf of the Project Owners, including, but not limited to, providing all professional services for the Project Owners that are necessary to fully develop, procure, design, construct and initially operate the BDD Project.

Owners' Consultant Contract means the contract between the City and the County as Project Owners and the Owners' Consultant which will be subsequently assigned to the BDD Board.

OSE means the New Mexico Office of the State Engineer.

Project Management and Fiscal Services (PMFS) Contract means a contract between the BDD Board and the Project Manager for the provision of the management and fiscal services as described in Section 12 of this Agreement.

Project Manager means the designated entity that provides the management and fiscal services as required by the PMFS Contract.

Project Owners means the City and County.

Regional Entity means an entity which includes both the City and County that seeks to cooperatively manage water supply and delivery from the BDD Project on a regional basis.

San Juan/Chama Project (SJCP) Contract means the consumptive use right of 5,605 acre-feet per year acquired by the City and the County under contract with the U.S. Bureau of Reclamation, dated November 23, 1976, and as it may be amended, renewed, converted or replaced.

Sangre de Cristo Water Division means the operating water utility division of the City's Independent Water System.

Water Resources Agreement means the "Water Resources Agreement between the City of Santa Fe and the County of Santa Fe", executed contemporaneously with this Agreement.

Agreement

1. Purpose. The purpose of this Agreement includes the formation of the BDD Board to oversee the BDD Project and the establishment of the terms and conditions governing the ownership, planning, procurement, financing, permitting, design, construction, operations, allocation of capacity and management of the BDD Project.

2. Ownership. The City and the County shall each own fifty percent (50%) of the BDD Project, subject to Section 15 of this Agreement.

3. Establishment of the BDD Board. The City and the County hereby establish the BDD Board and delegate to it all powers, necessary or implied, to oversee the planning, procurement, financing, permitting, design, construction, operations and management of the BDD Project. The BDD Board's responsibilities for operations and management include the duty and authority to maintain, repair, replace and obtain approvals for the BDD Project.

4. Responsibilities and Duties of the BDD Board. It shall be the duty of the BDD Board to divert, treat, transmit and deliver Rio Grande surface water by means of the BDD Project to the City and the County Independent Water Systems in accordance with their respective diversion allocations and delivery demands. Such powers and duties are subject to the limits and conditions provided in this Agreement.

The BDD Board shall manage the Owners' Consultant Contract and supervise the performance of the Owners' Consultant, as provided in Section 10 of this Agreement.

The BDD Board shall enter into the Design Build Contract and supervise performance of the Design Build Contractor, as provided in Section 11 of this Agreement.

The BDD Board shall enter into the Project Management and Fiscal Services (PMFS) Contract and supervise the performance of the Project Manager, as provided in Section 12 of this Agreement.

The BDD Board shall enter into the Facility Operations and Procedures Agreement (FOPA) with Las Campanas, as provided in Section 15 of this Agreement.

5. Appointment of BDD Board Members and Chairperson. The BDD Board shall be managed by a board of directors organized and comprised as follows:

Two members of the Governing Body of the City of Santa Fe shall be appointed by the City's Mayor with the approval of the Governing Body. The members shall serve for such a period as may be determined

from time to time by the Mayor with the approval of the Governing Body. The Mayor may appoint, with the approval of the Governing Body, a third member of the Governing Body to serve as an alternate in the event one of the two regular members is unable to attend a BDD Board meeting.

Two members of the Board of Santa Fe County Commissioners shall be appointed and approved by the Board of Santa Fe County Commissioners. The members shall serve for such period as may be determined from time to time by the Board of Santa Fe County Commissioners. The Board of Santa Fe County Commissioners may appoint a third member of the Board of Santa Fe County Commissioners to serve as an alternate in the event one of the two regular members is unable to attend a BDD Board meeting.

One citizen member at large shall be appointed by a majority vote of the four other members for a two-year term and who may be re-appointed without limit. Prior to the end of any term, the citizen member may only be removed by unanimous action of the four other members. In the event that the citizen member's term expires but a citizen member has not been appointed for the following term, the citizen member shall continue to serve as a member of the BDD Board for an additional sixty (60) days. After the expiration of the citizen member's term and if the BDD Board has not appointed a citizen member within the sixty-day period, the Chief Judge of the First Judicial District Court shall appoint that member.

Upon the expiration of a term of office or on account of death, illness, resignation, or three consecutive absences from duly called meetings, the entity that appointed the director shall thereupon appoint a director to the new term or to complete the term vacated. The BDD Board shall be duly constituted and established upon appointment of the citizen member and election of the chairperson and chairperson pro-tempore. The BDD Board shall annually elect a chairperson and a chairperson pro-tempore for the purposes of holding meetings, doing business and executing documents as required and consistent with the terms of this Agreement.

Each director shall have one vote. There shall be no proxy voting. The BDD Board may adopt By-Laws, Rules and Regulations as it deems necessary to conduct their affairs consistent with this Agreement.

6. Meetings of the BDD Board. The BDD Board shall have at least one regularly scheduled meeting per calendar quarter, unless more frequent meetings are set by the BDD Board. A quorum shall be deemed to be present at each BDD Board meeting if a majority of BDD Board members is present. A simple majority of BDD Board members who are present at a duly called meeting of the BDD Board at which a quorum is present shall act for the BDD Board with respect to all matters brought before the BDD Board at that meeting.

7. BDD Board Annual Budget. Each year the BDD Board shall prepare and recommend an annual budget, which shall be finalized for recommendation after a public hearing and shall not be formally adopted or implemented unless and until it is approved by each of the governing bodies of the City and

the County. If, for any reason, the BDD Board fails to have an approved annual budget for a fiscal year as of the first day of that year, the annual budget for the prior fiscal year shall be effective for the subsequent fiscal year until such time as an annual budget is adopted and approved for the subsequent fiscal year.

8. BDD Project Financing. The BDD Board may apply for grants, loans, financial guarantees, and other financial assistance from private or public sources. The BDD Board shall not obligate itself by loan or encumber the BDD Project or any other real property or assets held or owned by it, unless and until each of the governing bodies of the City and the County approves such loan or encumbrance.

9. Limits of BDD Board Authority. The BDD Board's authority and duties do not encompass the distribution of water to customers, the assessment or collection of water charges, the regulation of water use by customers or the ownership, acquisition or permitting of use of water rights or contract water rights. Those functions, and any others not delegated by this Agreement, are reserved to the City and County in the supervision and operation of their respective Independent Water Systems.

10. Owners' Consultant. The City and the County agree to execute the Owners' Consultant Contract as expeditiously as possible. Once the BDD Board is established, the City and the County shall assign to the BDD Board the authority to approve any necessary changes in the Owners' Consultant Contract. The Owners' Consultant shall thereafter report to the BDD Board. The day-to-day oversight of the Owners' Consultant will be performed by the Project Manager, Section 12, of this Agreement.

11. Design Build Contractor. The City and the County delegate to the BDD Board the authority to enter into the Design Build Contract. The BDD Board shall have the authority to approve any necessary changes in the Design Build Contract. The Design Build Contractor shall report to the BDD Board. The day-to-day oversight of the Design Build Contractor shall be performed by the Project Manager, Section 12 of this Agreement.

12. Project Management and Fiscal Services. The City and the County delegate to the BDD Board the authority to enter into the PMFS Contract. The Project Manager shall be responsible for; (1) the environmental approvals necessary to construct and operate the BDD Project; (2) the design and construction of the BDD Project; (3) the operation and management the BDD Project after completion of the Owners' Consultant Contract and the Design Build Contract; (4) the provision of staffing services to the BDD Board; (5) the fiscal and procurement agent services for the Owners' Consultant Contract, Design Build Contract, and all other fiscal services related to the design, procurement, construction, operation and maintenance of the BDD Project, including managing all revenues, maintaining all accounts, procuring necessary property, goods and services, and receiving and disbursing all funds. The Project Manager will report directly to the BDD Board, and the BDD Board shall have authority to supervise the performance of the Project Manager.

The PMFS Contract shall contain a fee schedule for the fiscal agent services to be provided under the PMFS Contract. It shall, at a minimum, specify that funds of the BDD Project shall be held in one or more separate accounts and shall not be commingled with the funds of any of the parties to this Agreement, and shall specify that the Project Manager may invest its funds only in accordance with any applicable laws of the State of New Mexico governing the investment of public funds. The PMFS Contract shall specify the types and threshold amounts of expenditures that require approval of the BDD Board in advance.

13. Designation of Project Manager. The City and County agree that the Sangre de Cristo Water Division will be the initial Project Manager and that the BDD Board shall enter into the PMFS with the City.

Unless terminated sooner by the BDD Board for cause, the PMFS Contract with the Sangre de Cristo Water Division will terminate on December 1, 2015. Upon termination, the BDD Board shall have authority to enter into a new PMFS Contract with any one of the following: (1) Sangre de Cristo Water Division; (2) the Santa Fe County Water Utility or (3) a Regional Entity.

After 2015, the new PMFS Contract shall be reviewed by the BDD Board at the end of the term of the new PMFS Contract, or every seven years, whichever occurs first. After 2015, the functions performed under the PMFS Contract may continue to be combined in a single new PMFS Contract or may be separated into two or more replacement PMFS Contracts.

14. BDD Project Capacity Allocation. In accordance with the Environmental Impact Statement for the BDD Project the 8,730 afy of diversion capacity of the BDD Project shall be allocated as follows: 5,230 afy to the City, 1,700 afy to the County, and 1,800 afy to Las Campanas. Each entity's diversions shall be based upon its own water right or contract right and each entity is responsible for acquisition and maintenance of its own water rights.

15. Inclusion of Las Campanas. The 1,800 afy allocation of BDD Project capacity reserved for Las Campanas will be made a part of and incorporated in the Facility Operations and Procedures Agreement. The County may assign a portion of its BDD Project ownership to Las Campanas as part of the Facility Operations and Procedures Agreement.

16. Cost Sharing for Design and Construction Costs for the BDD Project. The City and County agree to contribute \$30 million each to design and construct the BDD Project. The City and the County shall disburse funds in accordance with the annual budget duly approved by them. Funds to match budgeted expenditures shall be incorporated in the annual budget by the BDD Board, and contributions to support the budget shall be incorporated in each of the parties' annual budgets.

The City and the County agree to seek additional State and Federal assistance to help pay for the costs of the Project. As part of the Facility Operations and Procedures Agreement, the City and County intend that Las Campanas will pay for its proportionate share of that part of the system allocated to its use (the diversion structure, sediment pond and related infrastructure). After applying the City's and County's combined \$60 million contribution, all state and federal financial assistance, the contribution of Las Campanas and any other funding, the City and County agree to contribute equally to pay the balance of design and construction costs.

An accounting of the City and County contributions already made towards Project costs that shall be credited towards the City and County's respective contribution requirements shall be made a part of the PMFS Contract.

17. Cost Sharing for Operation and Maintenance Costs for the BDD Project. All reasonable and necessary costs and expenses attributable to the operation and maintenance of the BDD Project shall be included by the BDD Board in its annual budget and shall be apportioned among the parties and Las Campanas. The BDD Board shall determine periodically which costs are fixed and which are variable or proportionate.

The costs of operating, maintaining and repairing the BDD Project that can be attributable to each party's variable or proportionate share of water deliveries (such as electrical costs) shall be shared according to each party's proportionate share of water deliveries.

The costs of operating, maintaining and repairing the Project that are fixed or capital costs and that are attributable to the facility as a whole shall be shared equally by the City and County after applying any contribution by others, including Las Campanas.

18. Term. The date on which this Agreement shall be effective shall be the date on which this Agreement is approved. This Agreement shall become effective upon approval of the Department of Finance and Administration, State of New Mexico. This Agreement shall be in effect from the effective date through the date of termination, as provided in Section 19 of this Agreement.

19. Termination. The parties may terminate this Agreement only by the formal action of the Governing Body of the City of Santa Fe and the Board of County Commissioners.

If upon termination of this Agreement, a successor public entity is authorized to carry on the activities of the BDD Board and assume its rights, obligations and responsibilities, then such rights, obligations and responsibilities shall be transferred to the successor public entity in accordance with law. If upon termination of this Agreement and a successor public entity is not authorized to carry on the activities of the BDD Board, then any property, rights and assets of the BDD Board (other than the BDD Project) shall be divided among the parties according to the respective contributions (ownership interests) of the parties.

20. Strict Accountability, Records, Audits, Reports. As provided in NMSA 1978 Section 11-1-4 (as amended), the BDD Board and the parties hereto shall be strictly accountable for all receipts and disbursements, and shall maintain adequate, complete and correct records and statements pertaining to receipts, disbursements, and other financial matters pertaining to the Project. Each year, the Project Manager shall cause an annual audit of the BDD Project to be performed by an independent certified public accountant; the audit shall be provided to each of the City and the County and shall be made available to the public. The records and statements prepared by the BDD Board pursuant to this paragraph shall be open to inspection at any reasonable time by the parties hereto, their accountants and agents. Within ninety (90) days after the end of each fiscal year, the BDD Board shall prepare and present to the parties a comprehensive annual report of the BDD Board's activities and finances during the preceding year. The BDD Board shall prepare and present such reports as may be required by law, regulation or contract to any governmental agency, and shall also render to the parties hereto, at reasonable intervals, such reports and accounting as the parties hereto may from time to time request.

21. Amendment. This Agreement may not be modified, amended, supplemented or rescinded except by a written agreement executed by each of the City and the County in the manner in which this Agreement was executed by the City and the County.

22. Severability. The provisions of this Agreement shall be interpreted and construed so as to be consistent with all applicable laws. If any part of this Agreement is deemed unlawful, void, voidable or otherwise unenforceable the remainder of this Agreement shall continue in full force and effect and only so much of this Agreement as is necessary shall be separated herefrom and made unenforceable.

23. Insurance. The BDD Board shall obtain and carry public liability insurance coverage (including directors and officers coverage) consistent with its responsibilities as a public entity under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 et seq. and with combined single limits of no less than \$1,000,000. The BDD Board shall carry and maintain fire and extended insurance coverage on all of the BDD Project buildings, structures and improvements, and upon all of the contents and other personal property. The Public Liability insurance policy shall provide occurrence-based coverage against losses arising out of all operations conducted on the premises, contractual liability coverage, crime, automobile, directors' and officers' coverage, and other appropriate coverages. The BDD Board shall also carry and maintain workers' compensation insurance (or create and administer a program of self insurance approved by the Director of the Workers' Compensation Administration) that complies with the requirements of the New Mexico Worker's Compensation Act, NMSA 1978, Sections 52-1-1 et seq., if applicable. The expense of obtaining and maintaining the required insurance shall be included in the annual budget of the BDD Board. The insurance provided for under this Section shall be maintained in full force and effect throughout the duration of this Agreement. A copy of any insurance policy shall be provided to any party at the party's request.

24. Liability. No party hereto shall be responsible for liability incurred as a result of one of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with

this Agreement shall be subject to the privileges and immunities of the New Mexico Tort Claims Act (as amended).

25. Third Party Beneficiary. The Parties to this Agreement do not and do not intend to create in the public, any member thereof, or any person, any rights whatsoever such as, but not limited to, the rights of a third-party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for any claim whatsoever pursuant to the provisions of this Agreement.

26. Dispute Resolution. The City and County agree to use any and all methods of dispute resolution, up to and including binding arbitration, to resolve any conflicts arising under this Agreement, the expenses of which shall be shared equally by the City and County. Disputes shall be first discussed by representatives of each party having the authority, if necessary, to bind the party that they represent. Such representatives shall use their best efforts to amicably and promptly resolve the dispute. If the parties are unable to resolve the dispute through informal mechanisms or mediation within 30 days of the occurrence of the event or circumstances giving rise to the dispute, either party may give notice to the other party that the dispute is to be submitted to binding arbitration. Any dispute requiring notice shall be reported to the next meeting of the respective City and County governing bodies. Such notice shall contain the name of a proposed arbitrator, and in the event the other party does not agree with the proposed arbitrator, the model guidelines of the American Arbitration Association shall be used to select an arbitrator and govern the conduct of the arbitration, rendering of an award and enforcement of the award consistent with New Mexico state law. Within 60 days of notice an arbitrator shall be appointed and within 120 days of notice the arbitrator shall prepare an award. The arbitrator's award shall be binding on the parties.

27. Entire Agreement. This Agreement contains the Entire Agreement between the City and County with regard to the matters set forth herein.

28. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns.

29. Counsel. The City and County acknowledge that they have freely entered into this Agreement with the advice of their respective legal counsel.

30. Other Documents. The parties agree to execute such further and other agreements as reasonably may be required from time to time to carry out the provisions of this Agreement.

31. Law. The laws of the State of New Mexico shall govern this Agreement.

32. Notices. Any notice, demand, request, or information authorized or related to this Agreement shall be deemed to have been given if mailed (return receipt requested), hand delivered or faxed as follows:

To the City:

Director of the Sangre de Cristo Water Division

City of Santa Fe

PO Box 909

Santa Fe, NM 87501

Phone: 955-4200

Fax: 955-4352

With a copy to:

City Manager

City of Santa Fe

PO Box 909

Santa Fe, NM 87501

Phone: 955-6509

Fax: 955-6683

City Attorney

City of Santa Fe

PO Box 909

Santa Fe, NM 87501

Phone: 955-6511

Fax: 955-6748

To the County:

Santa Fe County Utilities Director

Santa Fe County

205 Montezuma

Santa Fe, N.M. 87505

Phone: 986-6210

Fax: 992-8421

With a copy to:

County Manager

Santa Fe County

P.O. Box 276

Santa Fe, N.M. 87504

Phone: 986-6200

Fax: 986-6362

County Attorney

Santa Fe County

P.O. Box 276

Santa Fe, N.M. 87504

Phone: 986-6279

Fax: 986-6362

IN WITNESS WHEREOF, each of the City of Santa Fe, New Mexico, and the County of Santa Fe, New Mexico, has caused this Agreement to be executed and delivered by its duly authorized representatives as of the date specified below.

Chairman,

Board of Santa Fe County Commissioners

Date

Approved as to form

Santa Fe County Attorney

Date

Santa Fe County Clerk

Date

Mayor

Date

City of Santa Fe Council

Approved as to form

Date

City of Santa Fe Attorney

City of Santa Fe Clerk

Date

THIS AGREEMENT HAS BEEN APPROVED BY:

State of New Mexico

By: -----

Department of Finance Administration Date: _____

Attachment 2

PROJECT FACILITIES MAP

