



# CITY OF ALBUQUERQUE

Albuquerque, New Mexico

Office of the Mayor


EC-19-344

Mayor Timothy M. Keller

## INTER-OFFICE MEMORANDUM

February 4, 2019

**TO:** Klarissa J. Peña, President, City Council

**FROM:** Timothy M. Keller 

**SUBJECT:** Mayor's Recommendation of Award (ROA) for RFP No. 2019000027, "Agent of Record".

The City of Albuquerque Department of Finance, Risk Division, in conjunction with the Purchasing Division, issued the RFP for Agent of Record.

The RFP was posted on the Purchasing E-Procurement, Sicomm.net website on October 11, 2018 and advertised in the Albuquerque Journal.

The City received a total of four (4) responses to the solicitation for "Agent of Record".

The ad hoc evaluation committee evaluated and scored the responses, in accordance with the evaluation criteria published in the RFP. It was decided the top two (2) firms would meet with the ad hoc committee for interviews concluding the Recommendation of Award go to Arthur J. Gallagher & Co. Listed in ranking order are the top two (2) firms' composite score.


The ad hoc committee recommends award to Arthur J. Gallagher & Co.

Arthur J. Gallagher & Co	3,680
Aon Risk Insurance Services West	3,425


I concur with this recommendation.

The City of Albuquerque's Risk Management Division will manage this contract.

Approved:

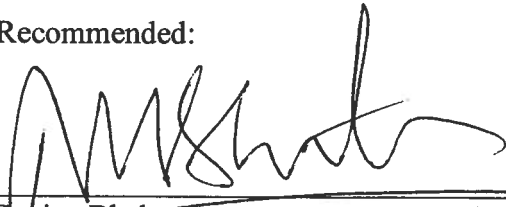
  
\_\_\_\_\_  
Sarita Nair                      Date  
Chief Administrative Officer

Approved as to Legal Form:

  
\_\_\_\_\_  
Esteban A. Aguilar, Jr.      Date  
City Attorney



Recommended:

  
\_\_\_\_\_  
Sanjay Bhakta                      Date  
Chief Financial Officer, Director of Finance and Administrative Services

# FISCAL IMPACT ANALYSIS

TITLE: P2019000027, Agent of Record

R: O:  
FUND: 705

DEPT: DFAS

- ☒ No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.
- ☐ (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	2019	Fiscal Years 2020	2021	Total
Base Salary/Wages	-	-	-	-
Fringe Benefits at	-	-	-	-
Subtotal Personnel	-	-	-	-
Operating Expenses	-	-	-	-
Property	-	-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -
<input type="checkbox"/> Estimated revenues not affected				
<input type="checkbox"/> Estimated revenue impact				
Revenue from program				
Amount of Grant				
City Cash Match				
City Inkind Match				
City IDOH				
Total Revenue	\$ -	\$ -	\$ -	\$ -

These estimates do not include any adjustment for inflation.

\* Range if not easily quantifiable.

Number of Positions created

**COMMENTS:** There is Funding in the budget for this Contract. No fiscal impact above the approved budgeted amount is expected.

**COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:**

PREPARED BY:

Carmela Little  
FISCAL ANALYST

APPROVED:

MS 2/7/19  
DIRECTOR (date)

REVIEWED BY:

Jayne Aranda  
EXECUTIVE BUDGET ANALYST

Renee Harting 2/7/19  
BUDGET OFFICER (date)

P. D.  
CITY ECONOMIST for CB

## **Cover Analysis**

### **1. What is it?**

This is a request for approval to contract with Arthur J Gallagher in the amount of \$75,000.00 annually for up to five (5) years. This contract is for a qualified licensed insurance agent or broker to act as the City's Agent of Record to perform insurance services on behalf of the City.

### **2. What will this piece of legislation do?**

This legislation will authorize Risk Management to enter into a contract with Arthur J Gallagher to act as the Agent of Record to perform insurance services on behalf of the City.

### **3. Why is the project needed?**

Risk Management wishes to retain insurance coverages for property, excess workman's' compensation, airport, cyber liability and other insurance coverages and bonds. The City needs a qualified and licensed broker in order to retain these insurance coverages.

### **4. How much will it cost and what is the funding source?**

The cost will be up to \$75,000.00 per year for up to five (5) years. The funding source is the Risk Management Fund 705, Account 527100 and Department 2564001.

### **5. What will happen if the project is not approved?**

Risk Management will not be able to obtain insurance policies on coverages that are needed to operate.

### **6. Is this service already provided by another entity?**

Yes, Arthur J Gallagher is the current provider.

### **7. Is there a revenue source associated with this contract? If so, what level of income is projected.**

No.



# City of Albuquerque

## Finance and Administrative Services

Timothy M. Keller, Mayor

### Interoffice Memorandum

January 22, 2019

**To:** Sarita Nair, Chief Administration Officer

**From:** Sanjay Bhakta, Director of Finance and Administrative Services *MS 1/23/19*

**Subject:** Recommendation of Award:  
RFP No. P2019000027, "Agent of Record: Brokering Insurances on behalf of the City of Albuquerque"

The City of Albuquerque Department of Finance, Risk Division, in conjunction with the Purchasing Division, issued the subject solicitation. The solicitation was posted on the eProcurement website and advertised in the Albuquerque Journal. The notice of the solicitation was sent to five thousand six hundred sixty eight (5,668) recipients via Sicom.net electronic email. A total of one hundred and one (101) vendors viewed the solicitation.

The RFP was issued on November 14, 2018 and the ad hoc committee met on December 18, 2018 to make its recommendation of award.

The City received a total of four (4) responses to the solicitation for evaluation for "Agent of Record: Brokering Insurances on behalf of the City of Albuquerque".

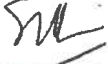
The ad hoc evaluation committee evaluated and scored the responses, in accordance with the evaluation criteria published in the RFP. It was decided the top two (2) firms would meet with the ad hoc committee for interviews concluding the recommendation of award of contract go to Arthur J. Gallagher & Co. Listed in ranking order are the two (2) firms' composite scores:

Arthur J. Gallagher & Co	3,680
Aon Risk Insurance Services West	3,425

I concur with this recommendation.

The City of Albuquerque's Risk Division will manage this contract.

Approved:

 1/31/19  
\_\_\_\_\_  
Sarita Nair (Date)  
Chief Administrative Officer

Attachment: Composite Score Sheet  
Campaign Reports

Original: Purchasing P2018000045

Composite Score for P2019000027, "Agent of Record " Round 2

Offeror: Aon

			Evaluator	Evaluator	Evaluator	Evaluator
			1	2	3	4
Evaluation Factors	Points	Score				
question 1	Up to 100		80	80	90	70
question 2	Up to 100		90	80	95	75
question 3	Up to 100		90	90	95	75
question 4	Up to 100		80	90	95	70
question 5	Up to 100		90	90	90	50
question 6	Up to 100		90	90	95	75
question 7	Up to 100		90	90	90	80
question 8	Up to 100		90	100	95	70
question 9	Up to 100		90	95	95	80
question 10	Up to 100		90	95	90	70
subtotal			880	900	930	715
Total Composite Score		3425				
Offeror: Gallagher						

			Evaluator	Evaluator	Evaluator	Evaluator
			1	2	3	4
Evaluation Factors	Points	Score				
question 1	Up to 100		95	100	100	90
question 2	Up to 100		95	90	90	100
question 3	Up to 100		80	85	90	90
question 4	Up to 100		95	90	80	85
question 5	Up to 100		95	90	90	100
question 6	Up to 100		95	90	90	95
question 7	Up to 100		95	85	80	90
question 8	Up to 100		95	80	90	90
question 9	Up to 100		95	90	100	90
question 10	Up to 100		100	100	100	100
subtotal			940	900	910	930
Total Composite Score		3680				



# City of Albuquerque

## Department of Finance and Administration

Timothy M. Keller, Mayor

### Interoffice Memorandum

Date: August 28, 2018

**To:** Sarita Nair, Chief Administrative Officer  
**From:** Sanjay Bhakta, Chief Financial Officer  
**Subject:** RFP AD HOC COMMITTEE—"Agent of Record"

The City of Albuquerque Finance and Administrative Services Department, Risk Management Division in conjunction with the Department of Finance and Administrative Services, Purchasing Division, plan on issuing a Request for Proposals (RFP) for Agent of Record Services on behalf of the City of Albuquerque for insurance services, including but not limited to the securing of competitive proposals from insurance carriers for general liability, umbrella coverage, and other coverage deemed necessary for the City. Peter Ennen, Risk Manager will serve as the Service Matter Expert (SME) for this RFP.


The following individuals are recommended to serve as members of the Ad Hoc Advisory Committee. This committee will review, and evaluate the responses received.

Carmela Little, Finance Manager, DFAS/Risk Management Division  
Karen Cunningham, Risk Manager, Albuquerque Water Utility Authority  
Jeanette Chavez, Tort Manager, DFAS/Risk Management Division  
Peter H. Pierotti, Assistant City Attorney, Aviation Department

Claire D. Sandoval, Senior Buyer, DFAS/Purchasing Division (or her designee) will manage this procurement and serve as advisor to the committee.

I respectfully request your approval of this committee in order to begin the Request for Proposal process.

Approved:

  
\_\_\_\_\_  
Sarita Nair,  
Chief Administrative Officer

9/5/18  
\_\_\_\_\_  
(Date)

Original: Claire D. Sandoval, DFAS/Purchasing

# City of Albuquerque

## Request for Proposals

**Solicitation Number: P2019000027**

**Agent of Record**  
**10/11/2018**



**Deadline for Receipt of Proposals: 11/14/2018 at 4:00 p.m. (Mountain Time)**  
**The City eProcurement System will not allow Proposals to be submitted after this date and time.**

**City of Albuquerque  
Department of Finance and Administrative Services  
Purchasing Division**

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## INTRODUCTION

The City of Albuquerque is seeking proposals from qualified licensed insurance agents or brokers to act as the City's "Agent of Record" to perform insurance services. Services will include but not be limited to the securing of competitive proposals from insurance carriers for general liability, property, including but not limited to aviation and marina, auto liability, public employee bond, earthquake and flood, umbrella coverage, employee health benefit coverage, risk management services, and any other coverage deemed necessary for the City based on the advice of the Agent of Record. Same day response on claims services is a mandatory part of the Agent of Record services.

The City provides for risk management and insurance services to City departments through the Risk Management Fund, an internal service fund. Administratively, Risk Management is a division of the Department of Finance and Administrative Services. Risk Management currently has a staff of thirty-two, headed by a Risk Manager. The Finance and Information Services Division is responsible for financial and accounting control, as well as coordinating the insurance needs of the City. This Division also manages the risk management information system. There are two Claims Administration units, one for Workers' Compensation claims and one for all other claims. Other units in Risk Management are City Safety Services, Employee Health and Wellness, and Substance Abuse Management. The City is represented in litigation by both the City Legal Department and outside counsel.

The Risk Management Division manages all of the City's loss exposures including: Employment/Civil Rights, Law Enforcement Liability, General Liability, Automobile Liability and Physical Damage, Other Property Physical Damage, Contractual Liability, and Workers' Compensation.

The City employs approximately 7,400 full and part time people, with an approximate total payroll of \$301,000,000 per year. Major department/functions include an Airport, Convention Center, Fire Department, Library System, Museum, Zoo and Aquarium, Parks and Recreation, Police Department, Solid Waste Department, Transit Department, Senior Affairs Department and Parking Division.

Risk Management periodically evaluates its mix of risk financing techniques. For more information on this Division, please visit <http://www.cabg.gov/dfa/risk-management>. The Agent of Record is often called upon to assist/advise in this process. Due to the hardening of insurance markets following the September 11, 2001 disaster, this is considered a highly important function. City contracts with outside vendors are reviewed for proper insurance coverage. Although not an exclusive agreement, currently all insurance policies are acquired through the Agent of Record Contract.

The firm selected will be the sole firm contracting with the City for such services.

**PART 1**  
**INSTRUCTIONS TO OFFERORS**

**1.1 RFP Number and Title:** P2019000027, "Agent of Record"

**1.2 Proposal Due Date:** November 14, 2018 at 4:00 PM (Local Time)

The time and date Proposals are due shall be strictly observed.

**1.3 Purchasing Division:** This Request for Proposals ("RFP") is issued on behalf of the City of Albuquerque by its Purchasing Division, which is the sole point of contact during the entire procurement process.

**1.4 Authority:** Chapter 5, Article 5 of the Revised Ordinances of the City of Albuquerque, 1994, ("Public Purchases Ordinance"). The City Council, pursuant to Article 1 of the Charter of the City of Albuquerque and Article X, Section 6 of the Constitution of New Mexico, has enacted this Public Purchases Ordinance as authorized by such provisions and for the purpose of providing maximum local self-government. To that end, it is intended that this Public Purchases Ordinance shall govern all purchasing transactions of the City and shall serve to exempt the City from all provisions of the New Mexico Procurement Code, as provided in Section 13-1-98K, NMSA 1978.

**1.5 Acceptance of Proposal:** Acceptance of Proposal is contingent upon Offeror's certification and agreement by submittal of its Proposal, to comply and act in accordance with all provisions of the following:

**1.5.1 City Public Purchases Ordinance**

**1.5.2 City Purchasing Rules and Regulations:** These Rules and Regulations ("Regulations") are written to clarify and implement the provisions of the Public Purchases Ordinance. These Regulations establish policies, procedures, and guidelines relating to the procurement, management, control, and disposal of goods, services, and construction, as applicable, under the authority of the Ordinance.

**1.5.3 Civil Rights Compliance:** Acceptance of Proposal is contingent upon the Offeror's certification and agreement by submittal of its Proposal, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances and resolutions relating to the enforcement of civil rights and affirmative action. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Office.

**1.5.4 Americans with Disabilities Act Compliance:** The Offeror certifies and agrees, by submittal of its Proposal, to comply and act in accordance with all applicable provisions of the Americans With Disabilities Act of 1990 and federal regulations promulgated

thereunder.

**1.5.5 Insurance and Bonding Compliance:** Acceptance of Proposal is contingent upon Offeror's ability to comply with the insurance requirements as stated herein. Please include a certificate or statement of compliance in your Proposal and bonds as required.

**1.5.6 Ethics:**

**1.5.6.1 Fair Dealing.** The Offeror warrants that its Proposal is submitted and entered into without collusion on the part of the Offeror with any person or firm, without fraud and in good faith. Offeror also warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Offeror, or any agent or representative of the Offeror to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

**1.5.6.2 Conflict of Interest.** The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this RFP. The Offeror also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Offeror's business.

**1.5.7 Participation/Offeror Preparation:** The Offeror may not use the consultation or assistance of any person, firm company who has participated in whole or in part in the writing of these specifications or the Scope of Services, for the preparation of its Proposal or in the management of its business if awarded the contract resulting from this RFP.

**1.5.8 Debarment or Ineligibility Compliance:** By submitting its Proposal in response to this RFP, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.

Any Proposal received from an Offeror that is, at the time of submitting its Proposal or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP ("Contractor"), or other ineligibility of the Contractor to receive funds from any

agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor resulting from this RFP for cause in accordance with the terms of said contract.

**1.5.9 Goods Produced Under Decent Working Conditions:** It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its Proposal in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines "under decent working conditions" as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [*Council Bill No. M-8, Enactment No. 9-1998*]

**1.5.10 Graffiti Free:** When required, the Contractor will be required to furnish equipment, facilities, or other items required to complete these services, that are graffiti-free. Failure of Contractor to comply with this requirement may result in cancellation of the contract resulting from this RFP.

**1.6 City Contact:** The sole point of contact for this RFP is the City of Albuquerque Purchasing Division. Questions regarding this RFP should be directed to the following Purchasing representative unless otherwise specified in the solicitation:

- Claire Sandoval, Senior Buyer, Department of Finance and Administrative Services, Purchasing Division
- Phone: (505) 768-3329 or E-Mail: cdsandoval@cabq.gov
- Post Office Box 1293, Albuquerque, New Mexico 87103

**1.7 Contract Management:** The contract resulting from this RFP will be managed by the Department of Finance and Administrative Services, Risk Management Division.

**1.8 Clarification:** Any explanation desired by an Offeror regarding the meaning or interpretation of this RFP must be requested in writing not less than ten (10) working days prior to the deadline for the receipt of Proposals to allow sufficient time for a reply to reach all Offerors before the submission of their Proposals. No extension of time will be granted based on submission of inquiries subsequent to the required date nor will such inquiries be answered. All inquiries must be directed to the Purchasing Division as stated herein. Oral explanations or instructions given before the award of the contract or at any time will not be binding. Purchasing shall prepare answers to questions in the form of Addenda to this RFP and shall post all such Addenda to the online eProcurement System.

**1.9 Submission of Proposals.** The Offeror's sealed Proposal must be submitted electronically through the eProcurement system (see Section 1.9.1) , and in **hard and soft copies**

(see Sections 1.9.2 and 1.9.3) in the format outlined in Part 2 of this RFP and mailed or delivered (See Sections 1.9.5 and 1.9.6) pursuant to the following requirements:

**1.9.1 Electronic Copy through the City's eProcurement System.** Submit your complete Proposal including all forms, attachments, exhibits, Technical Proposal, Cost Proposal, etc. using the eProcurement System at <http://www.cabq.gov/dfa/purchasing/solicitations/solicitations>. If you do not have a username and password, please register as this is the only method to submit electronically on Sicomm.net. For assistance, please contact the Sicomm.net technical support at (800) 614-0563.

**1.9.2 Hard Copy.** In addition to the electronic submittal, the Offeror must also submit one (1) original and (4) copies of its Technical Proposal. The original Proposal shall be clearly marked as "Original" on the cover of the Proposal. In addition, in a separate envelope, clearly marked as "Cost Proposal," submit one (1) original and (1) copies of your Cost Proposal for this RFP.

**1.9.3 Soft Copy.** In addition to the electronic copy submitted through the City's eProcurement System in Section 1.91, include with your original hard copy Proposal submission, on a CD, DVD, or other media compatible with the City's system, an electronic file of your Technical and Cost Proposals as well as all forms, attachments, exhibits, etc.

**1.9.4 Proposal Package Preparation.** Proposals and modifications thereof shall be enclosed in sealed envelopes and have the following identifying information on the outside:

- Name and Address of Offeror
- Closing Date and Time of RFP
- RFP Number
- RFP Title

**1.9.5 Ship, Deliver, or Hand-Carry Sealed Proposals to:** Office of the City Clerk, 600 Second St. NW, Plaza Del Sol, 7<sup>th</sup> Floor Room 720, Albuquerque, New Mexico 87102. **Mark all packages as stated above.** Use this address for packages sent via non United States Postal Service carriers.

**1.9.6 Mail Sealed Proposals to:** Office of the City Clerk, Post Office Box 1293, Albuquerque, New Mexico 87103. (Certified Mail is recommended). The City shall not be responsible for the failure of mailed Proposals to actually be received by the Office of the City Clerk by 4:00 PM (Mountain Time) of the day of closing.

**ALL SEALED PROPOSALS MUST BE RECEIVED BY THE OFFICE OF THE CITY CLERK AS SPECIFIED HEREIN.**

**1.9.7 No other methods of Proposal delivery.** Neither telephone, facsimile, nor telegraphic Proposals shall be accepted.

**1.9.8 Modification.** Proposals may be modified or withdrawn only by written notice, provided such notice is received prior to the Proposal Due Date.

**1.9.9 Receipt of Proposals.** The only acceptable evidence to establish the time of receipt of Proposals at the City Clerk's Office is the time-date stamp of that Office on the Proposal wrapper or other documentary evidence of receipt maintained by that Office. Since both electronic and hard copy submission is required, the City will treat the time-stamp of the later of the two receipts as the official documentary evidence of receipt.

**1.9.10 Acknowledgment of Addenda to the Request for Proposals.** Receipt of Addenda to this RFP by an Offeror must be acknowledged a) by signing and returning the Addenda, or b) by letter. Such acknowledgment may be submitted with the Proposal. Such acknowledgment must be received prior to the hour and date specified for receipt of Proposals. **Failure to submit such acknowledgment may be cause for the City to deem your Proposal nonresponsive.**

**1.10 Modifications to Scope of Services:** In the event that sufficient funds do not become available to complete each task in the Scope of Services, the Scope of Services may be amended, based upon the cost breakdown required in the Cost Proposal.

**1.11 Draft Agreement:** A copy of the Draft Agreement to be entered into is included in the RFP. The Offeror certifies that it accepts the terms and conditions of the Draft Agreement, or has noted exceptions in its response. The City's receipt of exceptions in a response is not an acceptance of any requested changes to the Draft Agreement. The Draft Agreement may differ from the final Agreement.

**1.12 Contract Term:** The contract resulting from this solicitation is anticipated to have a term of **one (1) year** with two possible extensions of two (2) years each

**1.13 Evaluation Period:** The City reserves the right to analyze, examine and interpret any Proposal for a period of ninety (90) days after the hour and date specified for the receipt of Proposals. The City reserves the right to extend the evaluation period if it feels, in its sole discretion, such an extension would be in the best interest of the City.

**1.14 Evaluation Assistance:** The City, in evaluating Proposals, reserves the right to use any assistance deemed advisable, including City contractors and consultants.

**1.15 Rejection and Waiver:** The City reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received.

**1.16 Award of Contract:**

**1.16.1 When Award Occurs:** Award of contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award does not constitute award of contract.

**1.16.2 Award:** If a contract is awarded, it shall be awarded to the responsive and

responsible Offeror whose Proposal conforming to this RFP will be most advantageous to the City as set forth in the Evaluation Criteria.

**1.17 Cancellation:** This RFP may be canceled for any reasons and any and all Proposals may be rejected in whole or in part when it is in the best interests of the City.

**1.18 Negotiations:** Negotiations may be conducted with the Offeror(s) recommended for award of contract.

**1.19 City-Furnished Property:** No material, labor, or facilities will be furnished by the City unless otherwise provided for in this RFP.

**1.20 Proprietary Data:**

**1.20.1** The file and any documents relating to this RFP, including the Proposals submitted by Offerors, shall be open to public inspection after the recommendation of award of a contract has been approved by the Mayor, or his designee. An Offeror may designate material as Trade Secrets, Proprietary Data, and/or other Confidential Data by separating that material from the Offeror's main Proposal, marking it as "Trade Secret", "Proprietary Data", or "Confidential Data" and uploading it separately from its main Proposal submitted in response to this RFP. **Pricing and makes and models or catalog numbers of items offered, delivery terms, and terms of payment shall not be so designated. Further, any Proposal in which a majority of pages are designated as Trade Secret, Proprietary Data, or Confidential Data may be deemed nonresponsive.**

**1.20.2** The City will endeavor to restrict distribution of material separated, designated as "Trade Secret", "Proprietary Data", or "Confidential Data" and provided separately to only those individuals involved in the review and analysis of the Proposals. However, Offers are advised that, if a request for inspection of records under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978) ("Act") is received for such materials, and they are not exempt under the Act, the City is required to disclose those records. The City shall, to the extent possible under the Act, provide the Offeror with notice before any disclosure to allow the Offeror an opportunity, within the Act's fifteen (15) day deadline, to initiate legal action (such as an injunction or other judicial remedy) to prevent the release of Trade Secret, Proprietary Data, or Confidential Data, should the Offeror wish to do so. **Notwithstanding anything to the contrary herein, the City shall not be responsible to the Offeror for any disclosure of records required by the Act or an order of a court or other tribunal with jurisdiction over the City.**

**1.21 Preferences:** Preferences may be available under the City of Albuquerque Public Purchases Ordinance for this procurement. See Part 5 of this RFP for additional information. **NO PREFERENCES ARE AVAILABLE FOR ANY SOLICITATION FOR WHICH ALL OR A PART OF THE FUNDS USED ARE FROM FEDERAL GRANT SOURCES.**

**1.22 Request for Proposals Protest Process:**

**1.22.1 When:** If the protest concerns the specifications for a competitive solicitation or

other matters pertaining to the solicitation documents, it must be received by the Chief Procurement Officer no later than 5:00 p.m. of the tenth (10<sup>th</sup>) business day prior to the deadline for the receipt of Proposals.

**1.22.2 Recommendation of Award:** If the protest concerns other matters relating to this solicitation, the protest must be filed with the Chief Procurement Officer no later than 5:00 p.m. of the tenth (10<sup>th</sup>) business day after the receipt of notice of the Recommendation of Award.

**1.22.3 Timely Protests:** Protests must be received by the Chief Procurement Officer prior to the appropriate deadline as set out herein, or they will not be considered valid. The Chief Procurement Officer may waive the deadline for good cause, including a delay caused by the fault of the City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.

**1.22.4 How to File:** Any Offeror who is aggrieved in connection with a competitive solicitation or recommendation of award of a contract may protest to the City Chief Procurement Officer. The protest shall be addressed to the Chief Procurement Officer, must be submitted in written form and must be legible. Protests may be hand-delivered or mailed. Facsimile, telephonic, telegraphic or electronic protests will not be accepted.

**1.22.5 Required Information:** The protest shall contain at a minimum the following;

- The name and address of the protesting party;
- The number of the competitive solicitation;
- A clear statement of the reason(s) for the protest detailing the provisions believed to have been violated;
- Details concerning the facts, which support the protest;
- Attachments of any written evidence available to substantiate the claims of the protest; and
- A statement specifying the ruling requested.

**1.22.6 Address Letters and Envelopes as Follows:**

- City of Albuquerque
  - Purchasing Division
  - Attn: Chief Procurement Officer
  - PO Box 1293
  - Albuquerque, New Mexico 87103
- RFP Number  
PROTEST

**1.22.7 Protest Response by Chief Procurement Officer:** The Chief Procurement Officer will, after evaluation of a protest, issue a response. Only the issues outlined in the written protest will be considered by the Chief Procurement Officer.

**1.22.8 Protest Hearing:** If a hearing is requested, the request must be included in the protest and received within the time limit. The filing fee of twenty dollars (\$20.00) must

accompany the request for hearing. Only the issues outlined in the protest will be considered by the Chief Procurement Officer, or may be raised at a protest hearing. The granting of a hearing shall be at the discretion of the Chief Procurement Officer following review of the request.

## **1.23 Insurance**

**1.23.1 General Conditions:** The City will require the successful Offeror, referred to as the Contractor, to procure and maintain at its expense during the term of the contract resulting from the RFP, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations of the Contractor under the contract. Upon execution of the contract and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City as well as the rider or endorsement showing that it has complied with these insurance requirements. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than professional liability or workers' compensation, the City shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided.

**1.23.2 Approval of Insurance:** Even though the Contractor may have been given notice to proceed, it shall not begin any work under the contract resulting from this RFP until the required insurance has been obtained and the proper certificates (or policies) filed with the City. Neither approval nor failure to disapprove certificates, policies, or the insurance by the City shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect. If part of the contract is sublet, the Contractor shall include any or all subcontractors in its insurance policies, or require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Contractor's insurance policies.

**1.23.3 Coverage Required:** The kinds and amounts of insurance required are as follows:

**1.23.3.1 Commercial General Liability Insurance.** A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire Legal
\$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the

City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of the contract resulting from this RFP.

**1.23.3.2 Automobile Liability Insurance.** A comprehensive automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.

**1.23.3.3 Workers' Compensation Insurance.** Workers' compensation insurance policy for the Contractor's employees, in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico, (the "Act"). If the Contractor employs fewer than three employees and has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of the contract resulting from this RFP.

**1.23.3.4 Professional Liability (Errors and Omissions) Insurance**  
Professional Liability (errors and omissions) insurance in the amount not less than \$2,000,000 combined single limit of liability per occurrence with general aggregate of \$2,000,000.

**1.23.4 Increased Limits:** During the life of the contract the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

**1.23.5 Additional Insurance:** The City may, as a condition of award of a contract, require a successful Offeror to carry additional types of insurance. The type and limit of additional insurance is dependent upon the type of services provided via the contract by the successful Offeror.

**1.24 Pay Equity Documentation.** All Proposals shall include a Pay Equity Reporting Form which can be accessed at <http://www.cabq.gov/womens-pay-equity-task-force-instructions/albuquerque-pay-equity-initiative-instructions> or in the Solicitation Instructions. Offerors who believe they are exempt because they are an out-of-state contractor that has no facilities and no employees working in New Mexico are not required to report data, but must check the box verifying their status on the Pay Equity Reporting Form. Any Proposal that does not include a Pay Equity Reporting Form shall be deemed nonresponsive, as stated in the Public Purchases Ordinance, 5-5-31 (A). NOTE: THE PAY EQUITY FORM REQUIRED BY THIS PROVISION IS NOT A PAY EQUITY CERTIFICATE, NOR DOES IT QUALIFY YOU FOR THE PAY EQUITY PREFERENCE. TO OBTAIN A PAY EQUITY PREFERENCE CERTIFICATE, PLEASE CONTACT THE CITY'S OFFICE OF EQUITY AND INCLUSION BY TELEPHONE: (505) 768-4712 OR ELECTRONIC MAIL: [odhr@cabq.gov](mailto:odhr@cabq.gov).

## **PART 2 PROPOSAL FORMAT**

### **2.1 Technical Proposal Format, Section One**

**2.1.1 Offeror Identification:** State name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be identified in a similar manner. Include name and telephone number of person(s) in your organization authorized to execute the Draft Agreement. Submit a statement of compliance with all laws stated herein. Submit a statement of agreement of the terms and conditions of the Draft Agreement; state exceptions. Show receipt of Addenda if applicable. Provide a statement or show ability to carry the insurance specified.

#### **2.1.2 Experience:**

**2.1.2.1 Current Experience.** State relevant experience of the company and person(s) who will be actively engaged in the proposed project, including experience of subcontractors. Submit resumes for the individuals who will be performing the services for the City.

**2.1.2.2 Past Experience.** Describe the amount and types of insurance placed during each of the three (3) previous years; providing a listing of clients whose size loss exposures and insurance requirements are comparable to the City of Albuquerque as follows:

7,400 Employees  
\$301,000,000 Annual Payroll  
\$7,000,000 Annual loss exposure for Workers' Comp  
\$22,000,000 Annual loss exposure for General Liability

**2.1.2.3 References** must be for work performed in the past three to five (3 to 5) years. Provide a listing of insurance companies with which the Offeror is affiliated and the number of years of affiliation. Provide documentation verifying the financial stability of the Offeror. State other relevant experience with other municipalities or government entities.

**2.1.3 Proposed Approach to Tasks:** Discuss fully your proposed approach to each of the tasks described in Part 3, Scope of Services. . .

**2.1.4 Management Summary:** Describe individual staff and subcontractor's responsibilities with lines of authority and interface with the City of Albuquerque staff. Describe resources to be drawn from in order to complete tasks.

**2.1.5 Additional Services.** Provide information on the additional services the Offeror provides. The requested information should be provided in the format provided in

Appendix C.

## **2.2 Cost Proposal Format, Section Two**

**2.2.1 Total Cost:** Submit your Cost Proposal separately from your technical Proposal, in the format provided in Appendix A.

**2.2.4 All Costs:** All costs to be incurred and billed to the City should be described by the Offeror in the yearly rate, to allow for a clear evaluation and comparison, relative to other Proposals received. All costs should include any applicable gross receipts taxes. The Offeror should understand that the City will not pay for any amounts not included in the cost Proposal -- for example, insurance or taxes -- and that liability for items not included remains with the Offeror.

**2.2.5 The Cost Proposal must provide the information requested in the format provided in Appendix A.** Your response to this section will be used in performing a cost/price analysis.

## **2.3 Information**

**2.3.1** See Appendix B – Synopsis of the City’s Major Insurance Placements for a list of currently issued policies.

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**PART 3**  
**SCOPE OF SERVICES**

3.1 The successful Offeror shall be required to perform at a minimum:

- A) Analyze existing coverage at the time the contract awarded under this RFP is executed for adequacy, statutory compliance, and/or redundancy of coverage
- B) Provide active advice, and recommendations on the adequacy of and/or deficiencies of the City's insurance coverage on at least an annual basis.
- C) Present the City with a minimum of three (3) quotes for required insurance coverage as the market will provide, with not less than a Best's A-7 rating for any company offering a quote.
- D) Prepare and present an analysis of quotes received, with recommendations to the City for the preferred company and coverage.
- E) Review each insurance policy, binder, certificate.
- F) Meet with City personnel or designated representative, and/or other City officials to explain the quotes and insurance coverage as necessary.
- G) When applicable, provide the City with periodic loss runs for each line of coverage or a statement that no losses occurred during the period.
- H) Provide a full range of services, including but not limited to analysis of risk exposures, risk identification, written analysis, insurance placement, written recommendations, as requested by the City or deemed necessary by the agent/broker.
- I) Represent the City as requested in communications with underwriters, claims adjusters, or other interested parties.
- J) Regularly advise the City on insurance trends, market conditions, large industry losses, financial stability of any insurance companies writing policies for the City, or any other items having the potential to materially impact any insurance coverage carried by or claims processing services provided to the City.
- K) Upon request attend events concerning the City's insurance matters, including City Council meetings and other meetings deemed appropriate by the City.
- L) Provide upon request, but at least annually, a schedule of coverage insured through the agency, to include but not limited to: policy limits and deductibles/S.I.R.s, the ratings of the companies, the annual policy premiums, and expiration dates of the policies.

- M) The successful Offeror will be required to provide a written statement with each coverage proposal stating that the coverage will be issued net of commissions. If the coverage cannot be issued net of commission, the successful Offeror is required to state the coverage and commission rate and amount. See Appendix A Cost-Annual Service Fee.
- N) Identify a specific account representative, and an alternate, who will be primarily responsible for the City's account.
- O) Provide at least sixty (60) days' notice for renewal insurance policies.
- P) Assist and/or provide the Risk Management Division with professional advice and services as requested by the City or deemed appropriate by the successful Offeror.

## **PART 4 EVALUATION OF PROPOSALS**

**4.1 Selection Process.** The Mayor of Albuquerque shall name, for the purpose of evaluating the Proposals, an Ad Hoc Advisory Committee. On the basis of the evaluation criteria established in this RFP, the committee shall submit to the Mayor a list of qualified firms in the order in which they are recommended. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Ad Hoc Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Office on behalf of the Ad Hoc Advisory Committee for oral presentations, facility surveys, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the City, at its option, may award this request on the basis of the initial Proposals.

**4.2 Evaluation Criteria.** The following general criteria, not listed in order of significance, will be used by the Ad Hoc Advisory Committee in recommending contract award to the Mayor. The Proposal factors will be rated on a scale of **0-1000** with weight relationships as stated below.

### **4.2.1 Evaluation Factors:**

**225 - Detailed plans on how the Offeror will meet the objectives stated in the scope of services.**

**225 - Experience working with clients of a similar scope and size as the City of Albuquerque.**

**100 - Experience and qualifications of the Offeror and personnel as shown on staff resumes to perform tasks described in the Scope of Services.**

**250 - Offeror's demonstrated knowledge of the insurance industry, and included examples of analysis, recommendations, policies, binders, quotes and loss runs including a discussion of how it would conduct the review of policies.**

**100 - The information provided by Offeror included additional services the Offeror provides.**

**100 - Offeror's quoted fees for services in comparison to all other submissions.**

**4.2.2 Cost/Price Factors:** The evaluation of cost factors in the selection will be determined by a cost/price analysis using your proposed figures. Please note that the lowest cost is not the sole criterion for recommending contract award.

**4.2.3 Cost Evaluation.** The cost/price evaluation will be performed by the City Purchasing Division or designee. A preliminary cost review will ensure that each Offeror has complied with all cost instructions and requirements. In addition, Proposals will be examined to ensure that all proposed elements are priced and clearly presented. Cost


Proposals that are incomplete or reflect significant inconsistencies or inaccuracies will be scored accordingly or may be rejected by the Ad Hoc Advisory Committee if lacking in information to determine the value/price/cost relative to the services proposed.

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**PART 5**  
**Instructions for PREFERENCE CERTIFICATION FORM**  
**For City Local, Small, or Pay Equity Preferences and/or State Resident Business and Veteran Preferences**  
**(Goods & Services)**

1. **ALL INFORMATION MUST BE PROVIDED.** A 5% Small Business Preference, a 5% Local Business Preference, a 5% State Resident Business Preference, a 5% Pay Equity Preference and/or a 5% State Resident Veteran Business Preference (collectively the latter two, "State Preference") are available for this procurement. To qualify, an Offeror **MUST** complete and submit this Preference Certification Form **WITH ITS PROPOSAL**. For a Pay Equity Preference, the City Pay Equity Business Certificate **MUST** be attached. For State Preference the New Mexico State certification of eligibility **MUST** be attached. If a Proposal is received without this Preference Certification Form and any required certifications attached, completed, signed and certified, or if this Preference Certification Form is received without the required information, the preference shall not be applied. **NO FORM SHALL NOT BE ACCEPTED AFTER THE DEADLINE FOR RECEIPT OF BIDS OR PROPOSALS.**
2. **PHYSICAL LOCATION MUST BE STATED.** To qualify for the Small business or Local Business Preference, a business must have its principal office and place of business in the Greater Albuquerque Metropolitan Area. The business location identified on the Preference Certification Form must be a physical location, street address or such. **DO NOT** use a post office box or other postal address.
3. **PREFERENCE CERTIFICATION FORM MUST BE COMPLETED BY PRINCIPAL OFFEROR.** This Preference Certification Form must be completed for the Principal Offeror, or one of the Principal Offerors if the Offeror is a joint venture or partnership, or by an individual authorized to sign for the Offeror. Subcontractors of the Offeror shall not be used to qualify a Proposal for a preference and should not complete or submit the Form.
4. **APPLICATION OF PREFERENCES.** The State Resident Business Preference or State Resident Veteran Business Preference shall be applied to any Proposals submitted that include a valid, State of New Mexico-issued, Resident Business or Resident Veteran Business Certification Number. The Small Business Preference, and the Local Business Preference shall be applied to all Proposals submitted by eligible small businesses. The local preference only will be applied to all Proposals submitted by eligible local businesses which are not small businesses. The Pay Equity Preference shall be applied to all Proposals submitted that include a City Pay Equity Business Certificate. The total percentage of all preferences awarded shall not exceed ten percent (10%).
5. **DEFINITIONS.** The following definitions apply:
  - The Greater Albuquerque Metropolitan Area includes all locations within the City of Albuquerque and Bernalillo County.
  - A Local Business is a business with its Principal Office and Place of Business in the Greater Albuquerque Metropolitan Area.
  - A Small Business is a Local Business that employs an average of fewer than fifty (50) full-time employees in a calendar year. The calendar year immediately prior to the request for the preference should be used.
  - A Principal Office is the headquarters, main or home office of the business as identified in tax returns, business licenses and other official business documents.
  - A Place of Business a business' location in the Greater Albuquerque Metropolitan Areas that is staffed and open to the public on a regular basis.
  - A full-time employee is an employee of the business who is hired to work at least forty (40) hours per week, whether in a permanent, temporary or seasonal status. If all full-time employees of the business are hired to work a shorter work week, the Chief Procurement Officer may reduce this requirement, upon receipt of adequate documentation.
  - Pay Equity Preference shall be applicable as provided in City Ordinance 5-5-31 (as amended by C/S O-17-33).
  - State Resident Business and State Resident Veteran Business shall be applicable as provided in 13-1-21 NMSA 1978.
6. **ADDITIONAL DOCUMENTATION.** If requested, a business shall provide, within three (3) working days of receipt of the request, documentation to substantiate the information provided on the Preference Certification Form. The Chief Procurement Officer shall determine the sufficiency of such documentation.
7. **NO PREFERENCES SHALL BE APPLIED IF FEDERAL FUNDS ARE USED.**

<b>VENDOR PREFERENCE AFFIDAVIT OF ELIGIBILITY</b>	
<b>City of Albuquerque Purchasing Division</b>	One Civic Plaza – 7 <sup>th</sup> Floor P.O. Box 1293 Room 7012 Albuquerque, NM 87103 Phone: (505) 768-3320 Fax: (505) 768-3355



<b>Preference Type: (Check applicable preference/s)</b>	
<input type="checkbox"/> Local-City Business	<input type="checkbox"/> Small Business
<input type="checkbox"/> State Resident Business Preference	<input type="checkbox"/> State Resident Veteran Business Preference
<input type="checkbox"/> Pay Equity Preference	
Legal Name of Firm: _____	
Contact Person: _____	Telephone: _____
E-mail Address: _____	Fax: _____
Mailing Address: _____	
Physical Address (if Different): _____	
_____	
_____	
_____	
Number of <u>full-time</u> employees working in the city of Albuquerque: _____	
Attach 941 Tax Form	
Check all that apply:  <input type="checkbox"/> <b>I certify my company meets the following qualifications to be eligible for Local Business Preference:</b> <ol style="list-style-type: none"> <li>1. Maintains its principal office and place of business within the Greater Albuquerque Metropolitan Area (City of Albuquerque or Bernalillo County). Attach 941 I.R.S. Tax Form.</li> <li>2. Such location is staffed with full-time employees.</li> <li>3. Such location is open to the public on a regular basis.</li> <li>4. The vendor is operating or performing its business from this location.</li> <li>5. Note: A post office box shall not be considered a physical business address.</li> </ol> <input type="checkbox"/> <b>I certify my company meets the following qualifications to be eligible for Small Business Preference:</b> <ol style="list-style-type: none"> <li>1. Meets the requirements for a Local Business Preference (see above).</li> <li>2. Employs fewer than fifty (50) full-time employees in a calendar year as demonstrated by the attached 941 I.R.S. Tax Form</li> </ol> <input type="checkbox"/> <b>I certify that I am attaching the Pay Equity Business Certificate.</b> NOTE: The Pay Equity Form required in Section 1.24 of this RFP is not a Pay Equity Business Certificate, nor does it qualify you for the Pay Equity Preference. To obtain a certificate, please contact the Office of Equity and Inclusion by telephone: (505) 768-4712 or email: odhr@cabq.gov.  <input type="checkbox"/> <b>I certify that I am attaching the New Mexico State certification of Resident Business.</b>  <input type="checkbox"/> <b>I certify that I am attaching the New Mexico State certification Resident Veteran's Business preference.</b>  <input type="checkbox"/> <b>I certify that under the penalty of perjury, the foregoing statements are true and correct. I also acknowledge that any person, firm, corporation or entity intentionally submitting false information to the city in an attempt to qualify for a local or small preference shall be prohibited from bidding on City goods and/or services for a period of up to three (3) years.</b>  Authorized Signature: _____ Date: _____  Printed Name: _____ Title: _____	

ACKNOWLEDGMENT

State of New Mexico

County of \_\_\_\_\_

Signed and sworn to before me on \_\_\_\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary  
My Commission expires on \_\_\_\_\_

**PART 6**  
**DRAFT AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Albuquerque, New Mexico a municipal corporation, ("City"), and \_\_\_\_\_, ("Contractor"), a \_\_\_\_\_, whose address is \_\_\_\_\_.

**RECITALS**

**WHEREAS**, the City issued a Request For Proposals for the \_\_\_\_\_ Department, P \_\_\_\_\_, titled "\_\_\_\_\_", which is Exhibit A to this Agreement; and

**WHEREAS**, the Contractor submitted its Proposal, dated \_\_\_\_\_, in response to P \_\_\_\_\_, which Proposal is Exhibit B to this Agreement; and

**WHEREAS**, the City desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

**NOW, THEREFORE**, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

**1. Scope of Services.** The Contractor shall perform the following services ("Services") in a satisfactory and proper manner, as determined by the City:

Provide **Agent of Record services**, in accordance with Exhibit A as supplemented by Exhibit B.

**2. Time of Performance.** Services of the Contractor shall commence on the date of final execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed within one (1) year of the date of execution of this Agreement. This Agreement may be extended for up to two (2) additional two (2)-year periods upon written agreement of the parties.

**3. Compensation and Method of Payment.**

**A. Compensation.** For performing the Services specified in Section 1 hereof, the City agrees to pay the Contractor the rate set forth in Exhibit C, which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such Services.

**B. Method of Payment.** Such amount shall be paid to the Contractor in installments, which include any applicable gross receipts taxes, as follows: TBD. Payments shall be made to the Contractor upon completion of each task, upon receipt by the City of a properly documented requisition for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

**C. Appropriations.** Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

**4. Independent Contractor.** The Contractor is considered as an independent contractor at all times in the performance of the services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

**5. Personnel.**

**A.** The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

**B.** All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

**C.** None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

**6. Indemnity.** The Contractor agrees to defend, indemnify and hold harmless the City and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property to the extent arising out of or resulting from the negligent acts, errors, omissions, and performance by the Contractor under this Agreement or by reason of any asserted act or omission, neglect or misconduct of the Contractor or Contractor's

agents or employees or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. **Insurance.** The Contractor shall not commence any work under this Agreement until the insurances required in Exhibit A, Section 1.23 per the attachments to Exhibit A have been obtained and the proper certificates and riders or endorsements (or policies) have been submitted to the City.

8. **Discrimination Prohibited.** In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap or disability, as defined in the Americans With Disabilities Act of 1990, as currently enacted or hereafter amended.

9. **ADA Compliance.** In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990 (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

10. **Reports and Information.** At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to the Agreement until the final product is submitted to the City.

11. **Open Meetings Requirements.** Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of §2-5-1 *et seq.* R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.

12. **Establishment and Maintenance of Records.** Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

13. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of

the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

14. **Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

15. **Compliance with Laws.** In providing the Scope of Services outlined herein, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, State, and local governments.

16. **Changes.** The City may, from time to time, request changes in the Scope of Services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

17. **Assignability.** The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City thereto.

18. **Termination for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving five (5) days written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

19. **Termination for Convenience of City.** The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total

Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding section hereof relative to termination shall apply.

20. **Construction and Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

21. **Enforcement.** The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

22. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. Exhibits A and B, [attached hereto](#), are hereby made a part of this Agreement.

24. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque.

25. **Debarment, Suspension, Ineligibility and Exclusion Compliance.** The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Contractor agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the City immediately.

26. **Approval Required.** This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the date first above written.

**CITY OF ALBUQUERQUE**

**CONTRACTOR:**

**Approved By:**

**By:** \_\_\_\_\_

\_\_\_\_\_  
**Chief Administrative Officer**

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_, **Director**

**Department** \_\_\_\_\_

**Date:** \_\_\_\_\_

**APPENDIX A**  
**COST - ANNUAL SERVICE FEE**

Annual Fee for Providing services as City of Albuquerque's Agent of Record  
\$ \_\_\_\_\_ \*

\*- Note this fee should be quoted on an annual rate and include all services to be provided in the Scope of Services.

I certify these fees will be honored if our agency is selected as the finalist. \_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Appendix B**  
**Synopsis of the City's Major Insurance Placements**

<b>Coverage</b>	<b>Limit</b>
Airport Liability	\$100,000,000
Police Aircraft Liability	\$10,000,000
Airport Collection	\$2,025,755
Excess Workers' Compensation	
Housing Authority Property	\$77,360,880
Housing Authority Flood	\$20,400 - \$20,500 Depending on Property
Biopark Train and Track Liability	\$3,000,000
Biopark Train Property	\$2,875,000
Biopark Paddle Boats	\$1,000,000
General Property, Blanket Building & Contents, Extra Expenses, Business Interruption, Auto Physical Damage, Boiler & Machinery, EDP & Media Resources	\$375,000,000
Commercial Crime	\$1,000,000
Museum Collection	\$35,000,000
Balloon Museum	\$2,000,000
Rifle Range	\$1,000,000
Landfill Lease Bond	
Fidelity Bond	
APD/AFD Chaplains	
Various Adjuster Bonds	
Acropolis Commercial Property Package	\$1,000,000
Acropolis Commercial Property Garage	\$1,000,000
Contractors License Bond	
Scrap Tire Hauler Bond	
Special Events	\$1,000,000

ECO-Site Storage Tank and Environmental Liability Policy	\$1,000,000
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**Appendix C**  
**Additional Services Provided**

SERVICE	DESCRIPTION OF ALL COMPONENTS INCLUDED IN THE ADDITIONAL SERVICES

**Addendum #1**  
**City of Albuquerque**  
**Solicitation B2019000027**  
**Agent of Record**

**ADDENDUM #1:** The purpose of this addendum is to answer questions by potential offeror(s).

**Questions and Answers**

- 1) How much is the current fee paid to the current BOR.  
\$75k per year.
- 2) Is the City satisfied with the current services being provided by the current BOR  
Yes.
- 3) Does city currently have insurance protection for Terrorism. If yes does it cover Foreign and Domestic or Foreign only  
Yes, on our excess WC policy. Unsure if foreign or domestic.
- 4) Who provides the city's property coverage?  
FM Global
- 5) Who provides the city's Law Enforcement Coverage?  
We are self-insured for law enforcement coverage.
- 6) Please, provide loss runs for each line of coverage.  
The City of Albuquerque is self-insured; however we do carry some policies/coverage for the following items. We can't supply loss runs on self-insured coverage; if you want loss runs on policies we buy we can obtain those for a certain period of time.
  - Crime Policy
  - Aircraft Hull & Liability
  - Airport liability
  - Cyber liability
  - Fine Arts
  - Paddle boat rentals
  - Property (real)
  - Shooting range
  - Special Events
  - Storage tanks/pollution liability
  - Excess WC – current SIR is \$2MM for police and fire and \$1.5MM all other employee
  - Zoo train policy
  - Garage Keepers

**\*\*We also purchase bonds – Notary bonds, license & permit bonds, sanitary landfill bond and an ADD Chaplin policy.**

**NOTE: AS A REMINDER, PLEASE SUBMIT THE FOLLOWING MANDATORY FORMS AS A PART OF YOUR SOLICITATION RESPONSE:**

- 1. PAY EQUITY FORM**
- 2. SIGNED ACKNOWLEDGEMENT FORM FOR ADDENDUM #1**

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**PLEASE REMEMBER THE TIME AND DATE OF CLOSING SHALL BE STRICTLY OBSERVED.**

**Sign and return this Addendum with your response. Failure to acknowledge this Addendum may result in your offer being deemed non-responsive.**

.....

**Acknowledged & Returned**

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**Signature**

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**Print Name, Title and Company**

## **Campaign Contributors Report**

**Tuesday, January 22, 2019**

**Page 1 of ?**

**For the period of Jan 22, 2017 to Jan 22, 2019**

**Prompt Values Entered:** NOTHING SELECTED, Arthur J. Gallagher & Co.

No Records Found

This report was created with the most current campaign contribution data provided by the City Clerk's Office (and the Information Systems Division) last updated on Dec 28, 2017

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## **Campaign Contributors Report**

**Tuesday, January 22, 2019**

**Page 1 of ?**

**For the period of Jan 22, 2017 to Jan 22, 2019**

**Prompt Values Entered:** NOTHING SELECTED, Aon Risk Insurance Services West

No Records Found

This report was created with the most current campaign contribution data provided by the City Clerk's Office (and the Information Systems Division) last updated on Dec 28, 2017

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