

**SANTA FE COUNTY
COUNTY MANAGER'S OFFICE**

REQUEST FOR PROPOSALS



**INSURANCE AND BENEFITS
CONSULTING SERVICES**

RFP #2014-0252-MG/MS

APRIL 2014

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I. ADVERTISEMENT

**SANTA FE COUNTY
REQUEST FOR PROPOSALS
INSURANCE AND BENEFITS CONSULTING SERVICES**

RFP #2014-0252-MG/MS

Santa Fe County requests proposals from qualified firms to provide *Insurance and Benefits Consulting Services*. All proposals submitted shall be valid for ninety (90) days subject to action by the County. Santa Fe County reserves the right to reject any and all proposals in part or in whole. A completed proposal shall be submitted in a sealed container indicating the proposal title and number along with the Offeror's name and address clearly marked on the outside of the container. All proposals must be received by **10:00 AM (MST) on Monday, April 28, 2014**, at the Santa Fe County Purchasing Division (Second Floor), 142 W. Palace, Santa Fe, New Mexico 87502. By submitting a proposal for the requested services each Offeror is certifying that it is a qualified firm and its proposal complies with regulations and requirements stated within the Request for Proposals.

A Pre-Proposal Conference will be held on April 15, 2014, 2014 at 2:00 PM (MST) at the Santa Fe County Human Resources Conference Room located at 949 W. Alameda, Santa Fe, New Mexico 87501. The Pre-Proposal Conference is Mandatory.

EQUAL EMPLOYMENT OPPORTUNITY: All qualified Offerors will receive consideration of contract(s) without regard to race, color, religion, sex or national origin, ancestry, age, physical and mental handicap, serious medical condition, disability, spousal affiliation, sexual orientation or gender identity.

Request for Proposals will be available by contacting Maria B. Sanchez, Procurement Specialist, Senior, 142 W. Palace Avenue, Santa Fe, New Mexico 87501, or by telephone at (505) 992-9864, or by email at mbsanchez@santafecountynm.gov or on our website at http://www.santafecountynm.gov/asd/current_bid_solicitations

PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY SANTA FE COUNTY.

Santa Fe County
Manager's Office
Published March 30, 2014

II. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Santa Fe County Manager's Office is seeking competitive proposals from qualified licensed Offerors who are well versed in the benefits market and has experience advising comparable public agencies to provide a full range of consulting services related to the research, design, implementation, maintenance, communication and improvement of Santa Fe County benefits programs that are currently offered, or that may be offered in the future, to Santa Fe County employees. Santa Fe County currently has eight hundred fifty-eight (858) full-time employees.

B. SUMMARY SCOPE OF WORK

The Insurance and Benefits Consultant shall advise and assist in reviewing the Santa Fe County benefits plans to ensure the plans are in compliance with federal and state requirements and are cost-effective and beneficial to Santa Fe County and employees. This will include retrieving and evaluating the County's claims experience and current premiums for a minimum of two (2) years of history. The Offeror shall also notify, monitor, and provide information on pending or new legislation, changes in tax law, and benefit and funding trends that may affect the current and/or new benefits programs.

C. SCOPE OF WORK

1. Santa Fe County seeks an Insurance and Benefits Consultant with a current NM License for Agent with Liability and Healthcare. The Insurance and Benefit Consultant shall have experience with the following:
 - a) Affordable Healthcare requirements, new and existing regulatory compliance issues related to employee, retiree and dependent benefits to include HIPAA, COBRA, and IRS code as it relates to pre-tax benefits to include flexible spending accounts and experience working with local governments.
 - b) Consultation/administration of the following programs:
 - 1) Medical benefits
 - 2) Prescription drug programs
 - 3) Dental
 - 4) Vision
 - 5) Life insurance
 - 6) Flexible spending accounts
 - 7) Short/long term disability
 - 8) Prepaid legal
 - 9) Domestic partner benefits
 - 10) COBRA
 - 11) Deferred compensation
 - 12) Voluntary programs

- 13) Health and wellness programs
 - c) Auditing, actuarial and underwriting services.
 - d) Benefits communication to employees and dependents.
 - e) Procurement of benefit services or programs.
2. The Consulting services shall include, but are not limited to, the following tasks:
 - a) Task 1 – Recommendation Report
 - 1) Review and analyze the County’s claims experience for a minimum of two years and make appropriate recommendations to include keeping current plans and/or recommend appropriate alternative benefit designs or delivery systems as dictated by emerging plan costs and/or claims experience.
 - 2) Determine and recommend the most economical funding methods for the benefits programs. Assist the County in assessing the feasibility of moving to a self-insured plan.
 - 3) Deliverable is a Draft Recommendation Report with a summary of Santa Fe County’s claim history as well as recommendations on alternate designs of delivery systems best suited for Santa Fe County. Provide four (4) hard copies as well as a CD-ROM.
 - 4) Santa Fe County will review the Draft Recommendation Report. Insurance and Benefit Consultant will meet with Santa Fe County to review proposed edits and recommendation.
 - 5) Final deliverable is the Recommendation Report to Santa Fe County. The Insurance Broker will provided ten (10) hard copies, a presentation describing its recommendation, and a CD-ROM of both. Insurance Broker will provide the presentation at a public meeting for the Santa Fe County Board of County Commissioners.
 - b) Task 2 – Administration Services for Voluntary Benefits
 - 1) Review and analyze the opportunities regarding voluntary benefits for County employees.
 - 2) If the County determines it necessary to submit any portion of the employee benefits program to a competitive proposal process to add or change benefit programs, the consultant will be responsible for drafting RFPs, assist in answering questions that may arise from potential Offerors, and assist in the selection process. The Consultant will also be expected to:

- i. Prepare a detailed written analysis of all benefit-related proposals received.
- ii. Assist in the negotiating of all renewals, upon request in conjunction with the County's Purchasing Division.
- iii. Upon selection of a benefit provider, the consultant will:
 - Assist in analyzing the master contract presented by the benefits provider, or if required assist in drafting a master contract to insure that the contract complies with the specifications
 - Assist in the preparation and design of enrollment forms, booklets describing the plan, announcement letters, posters, and videos etc.
 - Prepare and maintain plan documents as necessary

c) Task 3 - On-Going Consultant Services

- 1) Attend meetings with the County Manager's staff to include Finance and HR and make presentations on items of interest to the County and discusses and answers questions relative to new benefits and trends in the employee benefits area.
- 2) Review, analyze and make recommendations to premium rates and policy contracts proposed by the County's insurance carrier (s) and other benefit provider to make certain that the rates and contracts including any amendments and/or riders are in complete and accurate order.
- 3) If the County should switch to a self-funded program, ensure through the premium rate setting process and benefit modification costing that the County maintains reserves sufficient to fund risk liability. Make premium equivalent rate recommendations to the appropriate County officials and departments.
- 4) If the County should switch to a self-funded program, provide an annual certification of contract reserves for all self-funded and premium programs.
- 5) When requested by the County, the Consultant will prepare special reports and actuarial analysis on matters which are of particular interest or which, in the opinion of consultant and the County, require study and/or action.
- 6) Assist the County in the claims audit process and assist in creating an audit schedule and selection of a contracted vendor to perform such audits, if necessary.
- 7) Assist the county in developing monthly and annual reporting which tracks the financial impact of the plan as compared to actuarial projections.
- 8) Assists in designing a comprehensive wellness program that links claims experience to wellness initiatives.
- 9) Provide expert advice concerning the County's self-administered benefit programs such as Basic Group Term Life Insurance, Supplemental Term Life Insurance, Short/Long-Term Disability and Flexible Spending Accounts to guide the County in effective, efficient and compliant administration of these programs.
- 10) Survey local and national counties, analyze data, and report results to the County relative to findings of such survey or study. Creation of surveys,

analysis of the data and reports will be provided by the consultant. Production, distribution and collection expenses are to be considered outside the scope of this agreement.

- 11) Develop and design employee benefits communications (online and in print) for use in Open Enrollments, New Hire Orientation, and for general education purposes. Explore the possibility of providing annual benefit statements.
- 12) Proactively advise the County of proposed and approved legislation (including HIPAA, health care reform, etc.) that impacts any employee benefits program. Make recommendations and assist the County with compliance.
- 13) Prepare a draft of any tax forms necessary for review by the County.
- 14) Perform tests necessary to determine compliance with federal and state laws.
- 15) Provide a monthly billing, with a detailed accounting of hours worked by project and area, including consulting, actuarial, technical/clerical, executive consultant, and communications consultant.
- 16) In general, the consultant will be prepared to serve as a consultant and advisor to Santa Fe County, and to assure the degree of responsibility as mutually agreed upon between the County and the consultant, for the overall sound and efficient operation of the County's employee benefits programs. The contractor shall have available staff sufficient in number and qualifications to perform contracted services
- 17) Provide technical medical and pharmacy expertise and insight during evaluation of proposals as requested and/or determined to be necessary.
- 18) Analyze contract(s) presented to the benefit providers to ensure that the contract is in compliance with the specifications, industry standard and/or requirements.
- 19) The consultant will provide a Project Manager/Lead Consultant for the County who will be the designated contact and shall be available for consultation during normal County business hours.
- 20) This individual shall be available for consultation during normal County business hours.
- 21) This individual shall be responsible for the planning, conduct, progress, and successful completion of all activities, during the term of the contract.
- 22) This individual will serve as the management contact for all issues related to communication regarding contract changes, requirements and terms.
- 23) This individual will assemble and coordinate a project team to support the nature and complexity of County projects and programs.
- 24) Any individual assigned by the consultant who does not perform assigned duties in a manner satisfactory to the County shall be removed or replaced by the consultant within 24 hours.
- 25) The consultant shall obtain prior approval from the County for all personnel they assign within the scope of work.
- 26) If the consultant staff are substituted or replaced on the County's account, background information and/or a resume on proposed substitutes or replacements shall be provided to the County upon request.
- 27) Deliverables will be a monthly invoice with a Status Report showing work assigned and accomplished during the month.

D. PROCUREMENT MANAGER

The County has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone number is listed below. All deliveries via express carrier should be addressed as follows:

Maria B. Sanchez
Santa Fe County Purchasing Division
142 W. Palace Avenue, Second Floor
Santa Fe, NM 87501
(505) 992-9864
Email: mbsanchez@santafeacountynm.gov

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other County employees do not have the authority to respond on behalf of the County.

E. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

"BCC" means the elected Board of County Commissioners whom all powers of the municipality are vested and who are responsible for the proper and efficient administration of the municipal government.

"Close of Business" means 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

"Contract" or "Agreement" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful offeror who enters into a binding contract.

"County" means Santa Fe County.

"Determination" means the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

"Desirable" The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").

"Evaluation Committee" means a body appointed by the County management to perform the evaluation of offeror proposals.

"Finalist" is defined as 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.

"Mandatory" The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to "desirable"). Failure to meet a mandatory item or factor will result in the rejection of the offeror's proposal.

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal.

"Procurement Manager" means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Purchasing Division" means the Santa Fe County Purchasing Division, Administrative Services Department.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"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.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal 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.

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III. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1. Issue of RFP	Purchasing Division	3/30/14
2. Pre-Proposal Conference (Mandatory)	County/Potential Offerors	4/15/14
3. Acknowledgement Form Due	Offerors	4/15/14
4. Deadline to Submit Additional Questions	Offerors	4/17/14
5. Response to Written Questions	Purchasing Division	4/21/14
6. Submission of Proposal	Offerors	4/28/14
7. Proposal Evaluation	Evaluation Committee	4/29/14 Thru 5/2/14
8. Selection of Finalists (If Applicable)	Evaluation Committee	5/2/14
9. Best and Final Offers	Offers	5/5/14
10. Oral Presentations (If Applicable)	Evaluation Committee	5/9/14
11. Finalize Contract	Purchasing Division/Offeror	5/9/14
12. Contract Award	BCC	5/16/14

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section III, Paragraph A.

1. Issue RFP

This RFP is being issued by the Santa Fe County Human Resources Department and the Purchasing Division

2. Pre-Proposal Conference

A Pre-Proposal Conference is scheduled to occur on the date indicated in the "Sequence of Events" at Section III.A. Questions may be submitted at the Pre-Proposal Conference and after up until the deadline indicated in the "Sequence of Events" at Section III.A. A public log will be kept of the names of potential Offerors that attended the Pre-Proposal Conference. The Pre-Proposal Conference is mandatory.

3. Acknowledgement of Receipt Form

A potential Offeror should hand-deliver, return by facsimile or e-mail the "Acknowledgement of Receipt Form" provided as Appendix A to have its name and firm placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on the date indicated in the "Sequence of Events" at Section III.A.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP addenda.

4. Deadline to Submit Additional Written Questions

Potential Offerors may submit written questions regarding this RFP until the close of business on the date indicated in the "Sequence of Events" at Section III.A. All written questions must be addressed to the Procurement Manager, listed in Section II, Paragraph E. and sent via facsimile or e-mail. **Any contact with any other County staff member other than the Procurement Manager named in this solicitation may be grounds for rejection of a proposal.**

5. Response to Written Questions

Written responses to written questions and any RFP addenda will be distributed on the date indicated in the "Sequence of Events" at Section III.A, to all potential Offerors whose names appear on the procurement distribution list.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **10:00 AM (MST) ON APRIL 28 2014.** Proposals received after

this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section II, D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the County's Request for Proposals #2014-0252-MG/MS and refer to the RFP number. Proposals submitted by facsimile or other electronic means will not be accepted.

Proposals must be delivered to:

Maria B. Sanchez, Senior Procurement Specialist
 Santa Fe County Purchasing Division
 142 W. Palace Avenue (Second Floor)
 Santa Fe, New Mexico 87501

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by County Management. This process will take place during the timeframe indicated in the "Sequence of Events" at III.A, above. During this time, the Procurement Manager may initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the offerors.

8. Selection of Finalists (If Applicable)

The Evaluation Committee may select and the Procurement Manager may notify the finalist offerors on the date indicated in the "Sequence of Events" at Section III.A, above. Only finalists will be invited to participate in the subsequent steps of the procurement if the finalist process is used.

9. Best and Final Offers from Finalists (If Applicable)

Finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the date indicated in the "Sequence of Events" at Section III.A, above.

10. Oral Presentations (If Applicable)

Finalist offerors may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time for each offeror's presentation. All offeror presentations will be held by the date indicated in the "Sequence of Events" at Section IIIA, above.

11. Finalize Contract

The contract will be finalized with the most advantageous offeror during the timeframe indicated in the "Sequence of Events" at Section III.A, above. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

12. Contract Award

The County anticipates awarding the contract on the date in the "Sequence of Events" in Section III.A, above. These dates are subject to change at the discretion of the Santa Fe County Purchasing Manager.

The contract shall be awarded to the offeror or offerors whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

13. Right to Protest

Any protest by an Offeror must be timely and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits. The protests must be delivered to the Santa Fe County Purchasing Division:

Santa Fe County
Attn: Procurement Office
P.O. Box 276
Santa Fe, New Mexico 87504

Protests will not be accepted by facsimile or other electronic means. Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with Chapter 13, NMSA 1978, NMAC 1.4.1, and Santa Fe County Procurement Regulations.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the Letter of Transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section VI of this RFP.

2. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

3. Prime Contractor Responsibility

Prime contractor is solely responsible for fulfillment of the contract with the County. The County will make contract payments to only the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

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. County personnel will not merge, collate, or assemble proposal materials.

6. Offerors' 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 signed by the Offeror's duly authorized representative addressed to the Procurement Manager. 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, will be considered firm for ninety (90) days after the due date for receipt of proposals or ninety (90) days after receipt of a best and final offer if one is submitted.

8. Disclosure of Proposal Contents

Proposals are not open to public inspection until after an Offeror(s) has been selected for award of a contract.

An Offeror may request non-disclosure of confidential information in its proposal. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7, NMSA 1978. 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 information for which an Offeror has made a written request for confidentiality, the Procurement Manger shall examine the Offeror's 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 statutory prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates Santa Fe County or any of its departments to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

10. Termination

This RFP may be cancelled at any time and any and all proposals may be rejected in whole or in part when the County determines such action to be in the best interest of the County.

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 termination will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The County requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied by the County in writing through the Procurement

Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the County and the Contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix E.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

17. Offeror Qualifications

The Evaluation Committee reserves the right to waive minor technical irregularities. This right is at the sole discretion of the Evaluation Committee, subject to Procurement Manager approval.

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

19. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately. Any change in contractor representative must receive prior County approval.

20. Notice

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

21. County Rights

The County reserves the right to accept all or a portion of an Offeror's proposal.

22. Right to Publish

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

23. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the County. However, any technical or user documentation submitted with the proposals of non-selected Offerors shall be returned after the expiration of the protest period.

25. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). It is recommended that Offeror should have a valid e-mail address to receive this correspondence.

25. Preferences in Procurement by Santa Fe County

A. *New Mexico In-state Preference.*

New Mexico law, Section 13-1-21 NMSA 1978, provides a preference in the award of a public works contract for an “**in-state resident business**”. Application of a resident business preference for any Offeror requires the Offeror to provide a copy of a valid and current certificate as a resident business. Certificates are issued by the state taxation and revenue department.

If an Offeror submits with its proposal a copy of a valid and current in-state resident business certificate, 5% of the total weight of all evaluation factors used in the evaluation of proposals may be awarded or added to the Offerors score.

Certification by the department of taxation and revenue for the resident contractor takes into consideration such activities as the business or contractor's payment of property taxes or rent in the state and payment of unemployment insurance on employees who are residents of the state.

OR

B. *New Mexico Resident Veteran Preference.*

New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a “**resident veteran business**”. Certification by the department of taxation and revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran contractor preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue and the sworn affidavit attached hereto as Appendix D.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 10%, 8% or 7% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded or added to the Offeror’s score, depending on the business’ annual revenue.

The resident business preference is not cumulative with the resident veteran business preference.

AND

B. *Santa Fe County Preference*

Santa Fe County Ordinance 2012-4 provides for a **County preference** for a “Santa Fe County business.” Application of the County preference in procurement requires an Offeror to obtain and provide a Santa Fe County Business Certificate issued by the Santa Fe County Procurement Manager. Certification by the Procurement Manager takes into consideration the business’ corporate standing in the state, business licensure or registration, the duration of the business’ primary office location and the payment of taxes.

If an Offeror submits with its proposal a copy of its Santa Fe County Business Certificate issued by the Purchasing Manager, 5% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded to the Offerors score.

The in-state, veteran or County preferences do not apply to procurement of services or goods involving federal funds or federal grant funds.

Additional information about obtaining the certificate as a resident contractor and resident veteran contractor may be found at: <http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx> and information about the Santa Fe County business Certificate at www.santafecounty.org (Quicklink Ordinances and Resolutions).

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IV. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one response to this RFP.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original and five (5) identical copies of their proposal to the location specified in Section II, Paragraph E on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals shall be limited to forty (40) pages, with exception to professional licenses and certifications, which shall be added as appendices. The document shall be typewritten on standard 8 1/2 x 11 paper, with a font **no smaller than 12 pt. pitch**, with nominal 1" margins and normal line spacing. *Proposals shall be printed two-sided.* Proposals shall be bound with tabs delineating each section.

1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- a) Letter of Transmittal
- b) Table of Contents
- c) Response to Specifications – Evaluation Factors
- d) Cost Proposal (One Original in Sealed Envelope – One copy only)
- d) Campaign Contribution Disclosure Statement

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a) Identify the submitting organization;

- b) Identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c) Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d) Identify the names, titles and telephone numbers of persons to be contacted for clarification;
- e) Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section III, Paragraph C.1;
- f) Be signed by the person authorized to contractually obligate the organization;
- g) Acknowledge receipt of any and all amendments to this RFP.
- h) Acknowledge and acceptance of the terms and conditions of the Agreement attached as Appendix E.

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V. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

A. INFORMATION

Time Frame

The contract is for Insurance and Benefits Consulting Services for the Santa Fe County Human Services Office is scheduled to begin on or about May 2014. The initial term of the contract shall be for one calendar year. After the first year, the County reserves the option of renewing the contract up to three (3) additional one-year terms. In no case will the contract, including all renewals thereof, exceed a total of four (4) years in duration.

B. MANDATORY SPECIFICATIONS

A brief explanation of each mandatory specification is listed below. Offerors are encouraged to fully address each category completely. Failure to respond to a mandatory specification will result in the disqualification of the proposal as non-responsive. All specifications within this section are mandatory.

1. Qualifications and Capabilities

Provide a brief history of your organization's experience in providing benefits consulting services that include, but not limited to, the following:

- a. The year of organization, current ownership, and affiliations.
- b. How many years your organization provided benefits consulting services as described in the Scope of Work section of this RFP?
- c. Specify the office locations that would primarily provide benefits consulting designated as assigned to the County's contract.
- d. Provide a detailed explanation on how your organization will comply with contract provisions.
- e. Describe the scope of services that your organization may offer.
- f. Provide a list of principals and brief resumes listing their degrees, certifications, licenses, professional affiliations, publications, and professional experiences.
- g. Provide resumes for the service team members describing their qualifications including credentials, experience, responsibilities, and specifically work on similar engagements. Include resumes for account executives, marketing personnel, loss control personnel, and others who would actively work on the County's account. Identify those individuals with a minimum of five (5) years of experience with public agency liability and healthcare programs who would be assigned to work directly on the County's account and where the individuals are physically located.

2. Insurance Experience

- a. Provide information on firm's experience with Association Health Plans (AHP) including the qualifications and experience of the specific personnel that would be assigned to the County's account.
- a. Provide information on firm's experience with public sector group plans.
- b. Provide information on firm's ability to monitor and advise the County on regulatory and legislative developments, especially those related to Consolidated Omnibus Budget Reconciliation Act (COBRA), Health Insurance Portability and Accountability Act (HIPAA), Patient Protection and Affordable Care Act (PPACA), and Medicare.
- c. Describe whether your firm's has the ability to provide limited legal counsel on health care related issues to County and if that service would be included as part of the consulting contract.
- d. Explain the firm's experience in the renewal process for group plans and background in rate negotiation and contract review.
- e. Provide information regarding the firm's ability to respond quickly to requests for information and to be accessible to County staff and partners.
- f. Describe firm's experience working collectively with clients, carriers, and other partners such as third party administrators and wellness providers.

3. Licenses and Certifications

Provide copies of business licenses, professional certifications and other credentials together with evidence that Offeror is in good standing with the New Mexico Public Regulation Department Insurance Division. Provide specific information for proposed staff that include Life-Only Agent and Accident and Health Agency certifications of assigned service team members.

4. Client References

Provide the names and telephone numbers of at least three (3) clients who are municipalities or other government agencies located within the State of New Mexico who received similar services. The minimum information that should be provided about each reference is:

- a. Name of individual or entity for which services were provided.
- b. Address of individual or entity.
- c. Name and telephone number of contact person.
- d. Types of services provided and dates services were provided.

5. Cost

Offerors **must** propose its cost fee for the tasks listed in the scope of work. A Cost Sheet is provided as Appendix C. **Submit only one (1) copy of the Cost Sheet and it must be in a sealed envelope.**

VI. EVALUATION

A. EVALUATION SCORING

The Evaluation Committee will evaluate proposals as follows:

Each factor below has a maximum number of points that can be assigned to an Offeror's proposal based on the thoroughness and responsiveness of the proposal and how the Offeror addresses each criteria factor. The maximum number of points a proposal can receive based on the criteria factors is **1,000**. This does not include preferences that could be applied.

1. Qualifications and Capabilities (250 Points)

The capabilities of the Offeror to meet the County's requirements will be evaluated based on documented information on the proposed service team members and the capabilities of the broker firm. Points will be awarded for Offeror's corporate capabilities and experience, service team qualifications and credentials, and ability to perform insurance and benefit consultant services for a public agency's accounts successfully, and policies and procedures to handle accounts similar to the County's.

2. Insurance Experience (200 Points)

Information provided by Offeror regarding its specification experience with Association Health Plans (AHP) of its key personnel and public sector group plans. Points will be awarded for the Offeror's ability to monitor and advise the County regarding COBRA, HIPPA, and PPACA as well as other healthcare and insurance related matters. Offeror's will be awarded points on their responsiveness and accessibility to County staff and partners and their ability to work with clients, carriers, and third party administrators.

3. Licensure and Certifications (200 Points)

Points will be award to the Offeror based on the licensure and certification information provided with the credentials together with evidence that Offeror is in good standing with the New Mexico Public Regulation Department Insurance Division. Provide specific information for proposed staff that include Life-Only Agent and Accident and Health Agency certifications of assigned service team members.

4. Client References (200 Points)

Offerors will be awarded points based on the information and proof of providing insurance and benefit consultant services as well as consulting services to other government entities requiring the same types of coverage as the County. References will be checked to ensure customer satisfaction and availability of services and ability to provide quotations of insurance premiums and coverages obtained from insurance markets to meet the County's needs that include quotes from reputable carriers in

good standing.

5. Costs (150 Points)

Proposals will be compared using the following formula:

$$\frac{\text{Lowest Offeror Total Cost}}{\text{This Offeror's Total Cost}} \times 150 = \text{Awarded Points}$$

PREFERENCES

If a proposal contains an In-State Resident Business Certificate or Resident Veterans Business Certificate and/or Santa Fe County Business Certificate, the applicable preference will be applied.

- 6. Proposal contains a valid N.M. Resident Business Certificate **50 points**

OR

- 7. Proposal contains a valid Resident Veteran Business Certificate **70, 80 or 100 points**

AND

- 8. Proposal contains a valid Santa Fe County Business Certificate**50 points**

B. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

- 1. All proposals will be reviewed for compliance with the mandatory specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
- 2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section III, Paragraph B.7.
- 3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section III, Paragraph C.18.
- 4. Responsive proposals will be evaluated using the factors in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to

submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible Offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors in Section VI, will be recommended for contract award as specified in Section III, Paragraph 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.

5. Past performance in a project for the County (See Section V.C.3 above) is a significant consideration of the evaluation and poor performance on a prior County project may result in a lower number of points awarded to a proposal for this element of the evaluation.

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APPENDIX A
ACKNOWLEDGEMENT OF RECEIPT FORM
INSURANCE AND BENEFIT CONSULTING SERVICES
#2014-0252-MG/MS

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix E.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on April 11, 2014. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the County's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Firm does/does not (**circle one**) intend to respond to this Request for Proposals.

Maria B. Sanchez
Santa Fe County Purchasing Division
142 W. Palace Avenue (Second Floor)
Santa Fe, New Mexico 87501
(505) 992-9864
(505) 989-3243
mbsanchez@santafecountynm.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a 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 or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM 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 either 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 spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“**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.

“**Person**” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“**Prospective contractor**” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a 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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

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

APPENDIX C

COST SHEET

All charges associated with each category of consulting service must be included on this Cost Sheet and reflect detailed pricing information. If pricing is dependent on any assumptions that are not specifically stated in this solicitation, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing. Any additional pricing lists should remain attached to the Cost Sheet for purposes of accurate evaluation.

Prices for the proposed service must be kept firm for at least 90 days following the Proposal due date and time as specified on the cover sheet of this RFP. Santa Fe County will not be obligated to pay any costs that are not identified on, or attached to, the Cost Sheet. Any cost not identified by the Offeror, but subsequently incurred in order to achieve successful operation of the service, will be borne by the respondent. Failure to do so may result in rejection of the bid.

VENDOR:

ADDRESS:

CITY/STATE:

CONTACT:

PHONE:

FAX:

E-MAIL

ADDRESS:

<i>TASK</i>	<i>QTY</i>	<i>CATEGORY DESCRIPTION</i>	<i>PRICE EACH</i>	<i>TOTAL</i>
1	1	Recommendation Report	\$	\$
2	1	Administration Services for Voluntary Benefits (Approximately XX Employees Enrolled)	\$	\$
<i>Task 1 & 2 Total</i>				\$

3	On-Going Consultant Services	
Position	Name	Hourly Rate

Signature of Authorized Vendor

APPENDIX D

RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

The representations made by checking the boxes constitutes a material representation by the business. Any finding that the statements are incorrect may result in denial of an award or un-award of the procurement involved.

SIGNED AND SEALED THIS _____ DAY OF _____, 2014.

NOTARY PUBLIC

My Commission Expires:

APPENDIX E
SAMPLE AGREEMENT

**SANTA FE COUNTY
PROFESSIONAL SERVICES AGREEMENT
WITH _____
INSURANCE AND BENEFITS CONSULTING SERVICES**

THIS AGREEMENT is made and entered into by and between Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, (hereinafter referred to as the "County") and _____ authorized to do business in the County of New Mexico (hereinafter referred to as "the Contractor").

WHEREAS, Santa Fe County requires the services of a qualified licensed insurance firm to provide Insurance and Benefits Consulting Services for the County's healthcare insurances; and

WHEREAS, pursuant to Section 13-1-112 and 13-1-117 NMSA 1978, competitive sealed proposals were solicited via a formal request for proposals (RFP) #2014-0252-MG/MS, for the provision of the Professional Services; and

WHEREAS, based upon the evaluation criteria established within the request for proposals for the purposes of determining the most qualified Offeror, the County has determined Contractor as the most responsive and highest rated Offeror; and

WHEREAS, the County requires these services and the Contractor is qualified and willing to provide these services and both parties wish to enter into this Agreement.

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

1. SCOPE OF WORK

- A. Santa Fe County requires the services of an Insurance and Benefits Consultant with a current NM License for Agent with Liability and Healthcare. The Insurance and Benefit Consultant shall have experience with the following:
- 1) Affordable Healthcare requirements, new and existing regulatory compliance issues related to employee, retiree and dependent benefits to include HIPAA, COBRA, and IRS code as it relates to pre-tax benefits to include flexible spending accounts and experience working with local governments.
 - 2) Consultation/administration of the following programs:
 - a) Medical benefits
 - b) Prescription drug programs
 - c) Dental
 - d) Vision
 - e) Life insurance

- f) Flexible spending accounts
- g) Short/long term disability
- h) Prepaid legal
- i) Domestic partner benefits
- j) COBRA
- k) Deferred compensation
- l) Voluntary programs
- m) Health and wellness programs

- 3) Auditing, actuarial and underwriting services.
- 4) Benefits communication to employees and dependents.
- 5) Procurement of benefit services or programs.

B. The Consulting services shall include, but are not limited to, the following tasks:

1) Task 1 – Recommendation Report

- a) Review and analyze the County's claims experience for a minimum of two years and make appropriate recommendations to include keeping current plans and/or recommend appropriate alternative benefit designs or delivery systems as dictated by emerging plan costs and/or claims experience.
- b) Determine and recommend the most economical funding methods for the benefits programs. Assist the County in assessing the feasibility of moving to a self-insured plan.
- c) Deliverable is a Draft Recommendation Report with a summary of Santa Fe County's claim history as well as recommendations on alternate designs of delivery systems best suited for Santa Fe County. Provide four (4) hard copies as well as a CD-ROM.
- d) Santa Fe County will review the Draft Recommendation Report. Insurance and Benefit Consultant will meet with Santa Fe County to review proposed edits and recommendations.
- e) Final deliverable is the Recommendation Report to Santa Fe County. The Insurance Broker will provided ten (10) hard copies, a presentation describing its recommendation, and a CD-ROM of both. Insurance Broker will provide the presentation at a public meeting for the Santa Fe County Board of County Commissioners.

2) Task 2 – Administration Services for Voluntary Benefits

- a) Review and analyze the opportunities regarding voluntary benefits for County employees.
- b) If the County determines it necessary to submit any portion of the employee benefits program to a competitive proposal process to add or change benefit

programs, the consultant will be responsible for drafting RFPs, assist in answering questions that may arise from potential Offerors, and assist in the selection process. The Consultant will also be expected to:

- c) Prepare a detailed written analysis of all benefit-related proposals received.
- d) Assist in the negotiating of all renewals, upon request in conjunction with the County's Purchasing Division.
- e) Upon selection of a benefit provider, the consultant will:
 - Assist in analyzing the master contract presented by the benefits provider, or if required assist in drafting a master contract to insure that the contract complies with the specifications
 - Assist in the preparation and design of enrollment forms, booklets describing the plan, announcement letters, posters, and videos etc.
 - Prepare and maintain plan documents as necessary

3) Task 3 - On-Going Consultant Services

- a) Attend meetings with the County Manager's staff to include Finance and HR and make presentations on items of interest to the County and discusses and answers questions relative to new benefits and trends in the employee benefits area.
- b) Review, analyze and make recommendations to premium rates and policy contracts proposed by the County's insurance carrier (s) and other benefit provider to make certain that the rates and contracts including any amendments and/or riders are in complete and accurate order.
- c) If the County should switch to a self-funded program, ensure through the premium rate setting process and benefit modification costing that the County maintains reserves sufficient to fund risk liability. Make premium equivalent rate recommendations to the appropriate County officials and departments.
- d) If the County should switch to a self-funded program, provide an annual certification of contract reserves for all self-funded and premium programs.
- e) When requested by the County, the Consultant will prepare special reports and actuarial analysis on matters which are of particular interest or which, in the opinion of consultant and the County, require study and/or action.
- f) Assist the County in the claims audit process and assist in creating an audit schedule and selection of a contracted vendor to perform such audits, if necessary.
- g) Assist the county in developing monthly and annual reporting which tracks the financial impact of the plan as compared to actuarial projections.
- h) Assists in designing a comprehensive wellness program that links claims experience to wellness initiatives.
- i) Provide expert advice concerning the County's self-administered benefit programs such as Basic Group Term Life Insurance, Supplemental Term Life Insurance, Short/Long-Term Disability and Flexible Spending Accounts to

guide the County in effective, efficient and compliant administration of these programs.

- j) Survey local and national counties, analyze data, and report results to the County relative to findings of such survey or study. Creation of surveys, analysis of the data and reports will be provided by the consultant. Production, distribution and collection expenses are to be considered outside the scope of this agreement.
- k) Develop and design employee benefits communications (online and in print) for use in Open Enrollments, New Hire Orientation, and for general education purposes. Explore the possibility of providing annual benefit statements.
- l) Proactively advise the County of proposed and approved legislation (including HIPAA, health care reform, etc.) that impacts any employee benefits program. Make recommendations and assist the County with compliance.
- m) Prepare a draft of any tax forms necessary for review by the County.
- n) Perform tests necessary to determine compliance with federal and state laws.
- o) Provide a monthly billing, with a detailed accounting of hours worked by project and area, including consulting, actuarial, technical/clerical, executive consultant, and communications consultant.
- p) In general, the consultant will be prepared to serve as a consultant and advisor to Santa Fe County, and to assure the degree of responsibility as mutually agreed upon between the County and the consultant, for the overall sound and efficient operation of the County's employee benefits programs. The contractor shall have available staff sufficient in number and qualifications to perform contracted services
- q) Provide technical medical and pharmacy expertise and insight during evaluation of proposals as requested and/or determined to be necessary.
- r) Analyze contract(s) presented to the benefit providers to ensure that the contract is in compliance with the specifications, industry standard and/or requirements.
- s) The consultant will provide a Project Manager/Lead Consultant for the County who will be the designated contact and shall be available for consultation during normal County business hours.
- t) This individual shall be available for consultation during normal County business hours.
- u) This individual shall be responsible for the planning, conduct, progress, and successful completion of all activities, during the term of the contract.
- v) This individual will serve as the management contact for all issues related to communication regarding contract changes, requirements and terms.
- w) This individual will assemble and coordinate a project team to support the nature and complexity of County projects and programs.
- x) Any individual assigned by the consultant who does not perform assigned duties in a manner satisfactory to the County shall be removed or replaced by the consultant within 24 hours.
- y) The consultant shall obtain prior approval from the County for all personnel

they assign within the scope of work.

- z) If the consultant staff are substituted or replaced on the County's account, background information and/or a resume on proposed substitutes or replacements shall be provided to the County upon request.
- aa) Deliverables will be a monthly invoice with a Status Report showing work assigned and accomplished during the month.

2. COMPENSATION, INVOICING, AND SET-OFF

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

- 1) The total amount payable to the Contractor under this Agreement, exclusive of gross receipts tax shall not exceed _____ (\$ XX,XX.00), inclusive of GRT. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor in accordance with Attachment A.
- 2) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. County shall notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services and withhold unacceptable or disputed amounts. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

3. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate one year later, unless earlier terminated pursuant to Sections 5 (Termination) or 6 (Appropriations) of this Agreement. The County has the option to renew this Agreement for three (3) additional years. The County will exercise this option by submitting a written notice to the Contractor in no less than sixty (60) days prior to the expiration of the initial term of this Agreement. In no event shall the term of this Agreement exceed four (4) years from the effective date of the Agreement without this Agreement being amended in writing.

4. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Paragraph 1, SCOPE OF WORK of this Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Section 2, COMPENSATION, INVOICING, AND SET-OFF, of this Agreement, and for no other cost, amount, fee, or expense.

B. The County may from time-to-time request changes in the Scope of Work 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 County and the Contractor, shall be incorporated in written amendments to this Agreement.

5. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and requirements set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if

state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

8. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

9. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

10. PERSONNEL

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

11. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its

elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

12. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement are deliverables belonging to Santa Fe County. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

14. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1, "SCOPE OF WORK", of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

16. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. NOTICE OF PENALTIES

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

18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the state district court of New Mexico, located in Santa Fe County.

20. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

21. INDEMNIFICATION

A. The Contractor shall defend, indemnify, and hold harmless the County and its

elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

23. NOTICES

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

To County: Santa Fe County
 Office of the County Attorney
 102 Grant Avenue
 Santa Fe, New Mexico 87501

To Contractor:

24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that this Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

25. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

26. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

27. INSURANCE

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Non-hired vehicle insurance coverage will be required for employees, temporary employees, and subcontractor using their personal vehicle. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

28. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

29. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

31. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

SANTA FE COUNTY

Katherine Miller
Santa Fe County Manager

Date

APPROVED AS TO FORM:

Stephen C. Ross
Santa Fe County Attorney

Date

FINANCE DEPARTMENT APPROVAL:

Teresa Martinez
Santa Fe County Finance Director

Date

CONTRACTOR:

Signature

Date

Title

Federal Identification