

City of Albuquerque

Request for Proposals

Solicitation Number: RFP2008-006-SB

Agent of Record



Proposal Due Date:

October 23, 2007: NLT 4:00 p.m. (local time)

The time and date proposals are due shall be strictly observed

City of Albuquerque Department of Finance & Administrative Services
Purchasing Division
September 14, 2007

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INTRODUCTION

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 & Administrative Services. Risk Management currently has a staff of thirty, headed by a Risk Manager. The Finance & Information Services unit is responsible for financial and accounting control, as well as coordinating the insurance needs of the City. This unit also manages the risk management information system. There are two Claims Administration units, one for Workers' Compensation claims and the other, for all other claims. Some claims are adjusted by an independent adjusting firm. Other units in Risk Management are City Safety Services, Employee Health & Wellness, and Substance Abuse Management. The City is represented by both the City Legal Department and outside counsel in litigation.

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

The City employs approximately 6,800 full and part time people, with an approximate total payroll of \$270,000,000. Major departments/functions include an Airport, Convention Center, Fire Department, Library System, Museum, Zoo & Aquarium, Parks & Recreation, Police Department, Water & Sewer Department, Refuse Department, Transit Department, Senior Affairs Department and Parking Division.

Risk Management periodically evaluates its' mix of risk financing techniques. 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.

PART 1

INSTRUCTION OF OFFERORS

1.1. RFP Number and Title: RFP2008-006-SB, "Agent of Record"

1.2. Proposal Due Date

October 24, 2007

NLT 4:00 p.m. (local time)

1.2.1. Sealed proposals must be submitted to the Office of the City Clerk by the time and date stated.

1.2.1.1. The time and date proposals are due shall be strictly observed.

1.3. Purchasing Office: This RFP is issued on behalf of the City of Albuquerque by the Purchasing Office, 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, (the "Public Purchases Ordinance"). The City Council, pursuant to Article 1 of the Chapter of the City of Albuquerque and Article X, Section 6 of the Constitution of New Mexico, has enacted this ordinance as authorized by such provisions and for the purpose of providing maximum local self-government. To that end, it is intended that this 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 12-1-98K, NMSA 1978.

1.5. Acceptance of Offer: Acceptance of Offer is contingent upon Offeror's certification and agreement by submittal of its offer, 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 & Regulations: These Rules and Regulations (hereinafter "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 offer is contingent upon the Offeror's certification and agreement by submittal of its offer, 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 Division, Community Services Department.

1.5.4. Americans with Disabilities Act Compliance: Offeror certifies and agrees, by submittal of its offer, to comply and act in accordance with all applicable provisions of the Americans with Disabilities Act of 1990 and Federal regulations promulgated there under.

1.5.5. Insurance and Bonding Compliance: Acceptance of offer is contingent upon Offeror's ability to comply with the insurance requirements as stated herein. Please include a copy(s) of such certification or statement of compliance in your proposal.

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 the 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: 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 Offeror 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 offer 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.

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 offer 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*]

1.6. City Contact: The sole point of contact for this Request for Proposals in the City of Albuquerque Purchasing Division. Contact the following individual(s) regarding this RFP;

Suzanne Boehland, Purchasing Program Specialist
Department of Finance & Administrative Services, Purchasing Division.
Phone: (505) 768-3397
Fax: (505) 768-3355
Email: sboehand@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 Finance and Administrative Services Department, Risk Management Division.

1.8. Clarification: Any explanation desired by an Offeror regarding the meaning or interpretation of this Request For Proposals must be requested in writing not less than ten (10) working days prior to the hour and date specified for the receipt of offers to allow sufficient time for a reply to reach Offerors before the submission of their offers. All inquiries must be directed to the Purchasing Office as stated herein. Oral explanations or instructions given before the award of the contract or at any time will not be binding. Any information given to a prospective Offeror concerning this Request For Proposals, will be furnished to all prospective Offerors as an amendment to this Request For Proposals, if such information is necessary to Offerors in submitting offers on this Request For Proposals or if the lack of such information would be prejudicial to uninformed Offerors.

1.9. Submission of Offers: The Offeror's sealed proposal must in the format outlined in Part 2 of this Request for Proposals and mailed or delivered pursuant to the following requirements:

1.9.1. Envelope preparation. Offers 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
Request for Proposal Number
RFP Title

1.9.2. Ship, Deliver or Hand Carry Sealed Offers to: The Office of the City Clerk, City/County Government Center, Basement Level, One Civic Plaza NW, Albuquerque, New Mexico 87102. Mark all packages as stated above.

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

1.9.3.1. Note: The City picks up mail at the post office once every morning at 7:00 a.m. (local time). Note: All sealed proposals must be received by the Office of the City Clerk no later than 4:00 p.m., local time as recorded in the City Clerk's Office.

1.9.4. No other methods of offer delivery: Neither telephone, facsimile, electronic, nor telegraphic offers shall be accepted.

1.9.5. Submit hard and soft copies of the proposal as follows:

1.9.5.1. Hard Copy – 1 original and 7 copies of your Technical Proposal. Submit 1 original and 1 copy of your Cost Proposal.

1.9.5.2. Soft Copy – Submit 1 Original Technical and Cost Proposal on a CD or Diskette.

1.9.6. Modification: Offers may be modified or withdrawn by written notice provided such notice is received prior to the hour and date specified for receipt of offers.

1.9.7. Failure to Submit Offer: If no offer is to be submitted, the recipient shall not return the Request For Proposals.

1.10. 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 such office on the proposal wrapper or other documentary evidence of receipt maintained by the office.

- 1.11. Acknowledgment of Amendments to the Request For Proposals:** Receipt of an amendment to the Request For Proposals by an Offeror must be acknowledged (a) by signing and returning the amendment, or (b) by letter. Such acknowledgment may be submitted with your offer. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.
- 1.12. Modifications to Scope of Services:** In the event that sufficient funds to not become available to complete each task in the Scope of Services may be amended, based upon the cost breakdown required in the Cost Proposal.
- 1.13. Draft Agreement:** A copy of the Draft Agreement to be entered into is attached. Please state that you accept the terms and conditions of the Draft Agreement, or note exceptions.
- 1.14. Evaluation Period:** The City reserves the right to analyze, examine and interpret any offer for a period of ninety (90) days after the hour and date specified for the receipt of offers.
- 1.15. Evaluation Assistance:** The City of Albuquerque, in evaluating proposals, reserves the right to use any assistance deemed available, including City contractors and consultants.
- 1.16. Rejection and Waiver:** The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.
- 1.17. Debarment of Offeror:** 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 State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.
- 1.18. Award of Contract**
- 1.18.1. 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.
- 1.18.2. Award:** If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose offer conforming to the Request for Proposals will be most advantageous to the City as set forth in the Evaluation Criteria.
- 1.18.3. Contract Term:** The contract term shall be for a period of twelve months from the effective dated of execution of the contract and/or final execution by the City. This contract term may be extended up to four (4) twelve-month periods by mutual written agreement between the City and the Contractor.
- 1.18.4. Type of Contract: Firm fixed price.**
- 1.18.5. Debarment/Cancellation of Contract:** Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP (the "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 as provided in accordance with the terms and conditions of said contract.
- 1.18.6. 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.

- 1.19. Cancellation:** This Request for Proposals may be canceled and any and all proposals may be rejected in whole or in part when it is in the best interest of the City.
- 1.20. Negotiations:** Negotiations may be conducted with the Offeror(s) recommended for award of contract.
- 1.21. City-Furnished Property:** No material, labor, or facilities will be furnished by the City unless otherwise provided for in the Request for Proposals.
- 1.22. Proprietary Data:** This Request for Proposals shall be open to public inspection after the recommendation of award of a contract has been signed by the Mayor, except to the extent the Offeror designates trade secrets or other proprietary data to be confidential. Material so designated must be separated from the Offeror's main proposal and each page shall be clearly marked in order to be considered confidential and to facilitate public inspection of the non-confidential portion of the proposal. Prices and makes and models or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available regardless of any designation to the contrary. The City of Albuquerque will endeavor to restrict distribution of the material designated as confidential or proprietary to only those individuals involved in the review and analysis of the proposals. Offerors are cautioned that materials designated as confidential may nevertheless be subject to disclosure under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq. NMSA 1978).
- 1.23. Local and Resident Preference:** A preference for local and state businesses is available under the City of Albuquerque Public Purchases Ordinance, for this procurement (Part 6). If a completed Local Preference Certification Form, or a current and correct Resident Preference Number, or evidence to indicate that a company is a manufacturer (if applicable), is not received with the Offeror's response a preference will not be applied for that offer. The Form, the Number, or other evidence will not be accepted after the deadline for receipt of proposals. For those Offerors qualifying for the preference, a 1.05 multiplier will be applied to the total raw score. Only one preference will apply for this procurement. Local Preference supersedes all other preferences.
- 1.24. Request For Proposals (RFP) Protest Process:**
- 1.24.1. 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 Purchasing Officer no later than ten working days prior to the deadline for the receipt of offers.
- 1.24.2. Recommendation of Award:** If the protest concerns other matters relating to this solicitation, the protest must be filed within ten working days after the receipt of notice of the Recommendation of Award.
- 1.24.3. Timely Protests:** Protests must be received by the Purchasing Officer prior to the appropriate deadline as set out herein, or they will not be considered valid. The Purchasing 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.
- 1.24.4. How to File:** The protest shall be addressed to the Purchasing 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.
- 1.24.5. 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;
- 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.

1.24.6. Address Letters and Envelopes as Follows:

City of Albuquerque	RFP Number
Purchasing Division	PROTEST
PO Box 1293	
Albuquerque, New Mexico 87103	

1.24.7. Protest Response by Purchasing Officer: All protests will be responded to by the Purchasing Officer upon evaluation. The Purchasing Officer will, after evaluation of a protest, issue a response. Only the issues outlined in the written protest will be considered by the Purchasing Officer.

1.24.8. Protest Hearing: If a hearing is requested, the request must be included in the protest and received within the time limit to be allowed. 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 Purchasing Officer, or may be raised at a protest hearing. The granting of a hearing shall be at the discretion of the Purchasing Officer following review of the request.

1.25. Insurance

1.25.1. General Conditions: The City will require that the successful Offeror, referred to as the Contractor, 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 coverage, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City 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. The City shall be named an additional insured for all coverages and the coverages afforded shall be primary with respect to operations provided.

1.25.2. 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.

1.25.3. Coverage Required: The kinds and amounts of insurance required are as follows:

1.25.3.1. 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

1.25.3.1.1. 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.

1.25.3.2. 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, hire automobiles, vehicles and other equipment both on and off work.

1.25.3.3. 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.

1.25.3.4. Professional Liability (Errors and Omissions) Insurance. Professional Liability (errors and omissions) insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with general aggregate of \$1,000,000.

1.25.4. 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.

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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). 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 résumés 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; provide a listing of clients whose size, loss exposures, and insurance requirements are comparable to the City of Albuquerque as follows:

6,635 Employees
\$247,740,543 Annual Payroll
\$7,000,000 Annual loss exposure for Workers' Comp
\$15,000,000 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 Agency is affiliated and the number of years of affiliation. Provide documentation verifying the financial stability of the Agency. State other relevant experience with other municipalities or government entities.

2.1.3. Proposed Approach to Delivered Services: Discuss fully your proposed approach to each of the elements 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.

2.2. Cost Proposal Format, Section Two:

2.2.1. Total Cost: Submit one original and one copy of your Cost Proposal, in a separate binder, or folder distinctly marked with the following information, in a "spread sheet" format as given in the example provided in Appendix A, and attached hereto.

2.2.2.All Costs: All costs to be incurred and billed to the City should be described by the Offeror for each item, to allow for a clear evaluation and comparison, relative to other offers received. The Offeror should understand that the City will not pay any amount not included, which is identified separately as insurance or taxes of any kind; that liability for such items, remains with the Offeror, and that the proposed price quoted must include any such costs (including all applicable taxes) the Offeror wishes to have included in the transaction which must be described therein.

2.2.3.The cost proposal should contain at least the following information:

2.2.3.1. The proposed commission percentages mentioned in Section 2.2.2

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PART 3

SCOPE OF SERVICES

The contractor shall be required to:

- 3.1. Provide insurance procurement services for the City of Albuquerque according to the Risk Management Division's Rules of Procedure for the Controlled Bidding Process Utilizing an Agent of Record.
- 3.2. Present the City of Albuquerque with as many quotes for required insurance coverages as the market will provide, with not less than a Best's A:VII rating for any company offering a quote.
- 3.3. Prepare an analysis of quotes received, with recommendations to the City for the preferred company and coverages.
- 3.4. Provide advice, analysis, and recommendations on the adequacy of the City's insurance coverages as needed.
- 3.5. Meet with Risk Management personnel and/or other City officials to explain the quotes and insurance coverages, as necessary.
- 3.6. Where applicable, provide the City with periodic loss runs for each line of coverage or a statement that no losses occurred during the period.
- 3.7. Provide upon request, but at least annually, a schedule of coverages 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.
- 3.8. Provide a statement of commissions to be earned on insurance policies procured as Agent of Record. Commission percentages, established at the onset of the term of contract, may not be increased during the term of the contract.
- 3.9. Identify a specific Agent of Record, and an alternate, who will be primarily responsible for the City's account.
- 3.10. Provide at least 60 days notice for renewal of insurance policies.
- 3.11. Assist and/or provide the Risk Management Division with professional advice and services as requested by the City or deemed appropriate by the Agent. Such services should be within the scope of the Agent's license as prescribed by statute or regulation.
- 3.12. Listed in Appendix B is a synopsis of the City's major insurance placements:

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PART 4

EVALUATION OF OFFERS

- 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 offers.
- 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 relationship as stated below.

4.2.1. Evaluation Factors:

100 – The Offeror's general approach and plans to meet the requirements of the RFP.

200 – The Offeror's detailed plans to meet the objectives of each task, activity, etc. on the required schedule.

200 – Experience and qualifications of the Offeror and personnel as shown on staff résumés to perform tasks described in Part 3, Scope of Services.

100 – Adequacy of proposed project management and resources to be utilized by the Offeror.

100 – The Offeror's past performance on projects of similar scope and size.

200 – The overall ability of the Offeror, as judged by the evaluation committee, to successfully complete the project within the proposed schedule. This judgment will be based upon factors such as the project management plan and availability of staff and resources.

100 – Cost Proposal – The costs proposed by the Contractor as described in Section 2.2 of this RFP to perform the tasks listed in Part 3, Scope of Services. The evaluation of this section will occur after the technical evaluation, based on a cost/price analysis relative to all offers received.

- 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 use the format described in Appendix A. These figures are relative to the magnitude of the cost differentials identified, the credibility of such differentials, the keenness of competition in the Technical Proposal, and the impact of other factors. Any significant inconsistency, if unexplained, raises a fundamental issue of the Offeror's understanding of the nature and scope of work required. The burden of proof as to cost credibility rests with the Offeror. Proposed costs will be evaluated not only to determine if the estimate is reasonable, realistic, and cost effective, but also, the Offeror's ability to organize and perform the contract. 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.

4.2.4. Recommendation of Award: The scoring of proposals by the Ad Hoc Advisory Committee shall result in a recommendation of award which shall include the scores of all proposals evaluated.

4.3. Local & Resident Preference. A preference for local and state businesses is available under the City of Albuquerque Public Purchases Ordinance, for this procurement. The "LOCAL PREFERENCE CERTIFICATION FORM" and instructions are attached as an Appendix to this Request for Proposals. If a completed Local Preference Certification Form, or a current and correct Resident Business Preference Number is not received with the Offeror's response, a preference will not be applied for that offer. The Form or the Number will not be accepted after the deadline for receipt of proposals. For those Offerors qualifying for the preference, a 1.05 multiplier will be applied to the total raw score. Only one preference will apply for this procurement. Local Preference supersedes all other preferences.

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PART 5

DRAFT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2007 by and between the City of Albuquerque, New Mexico a municipal corporation, (hereinafter referred to as the "City"), and _____, (hereinafter referred to as the "Contractor"), a _____, whose address is _____.

RECITALS

WHEREAS, the City issued a Request For Proposals for the Department of Finance and Administrative Services, RFP2008-006-SB, titled "Agent of Record", dated September 14, 2007 which is attached hereto as Exhibit A, and by this reference made a part of this Agreement; and

WHEREAS, the Contractor submitted its proposal, dated _____, in response to RFP2008-006-SB, which proposal is attached hereto as Exhibit B, and by this reference made a part of 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 (hereinafter the "Services") in satisfactory and proper manner, as determined by the City, pursuant to required Performance Measures:

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 12 months of the date of execution of this Agreement. This Agreement may be extended for up to four additional one-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 up to the amount of _____ dollars (\$____), 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 upon receipt by the City of a properly documented requisition for monthly payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the scope of services outlined herein, 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 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 their officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties for or on account of any matter arising from the Service performed by the Contractor under this Agreement. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. Bonds and Insurances. The Contractor shall not commence any work under this Agreement until the insurance required in Exhibit A, Section 1.25, has been obtained and the proper certificates (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 this 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 made 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 may be required to provide such information and records and appear as a witness is 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 Materials. 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 material 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 an 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 hereto.

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 purpose of set-off until such time as the exact amount of damages due to the City from the Contractor is determined.

19. Termination for Convenience of City. The City will 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.

23. 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.

24. Approval Required. This Agreement shall not become effective or binding until approved by the City's Chief Administrative Officer.

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

CITY OF ALBUQUERQUE

Approved by:

Bruce J. Perlman, Ph.D.
Chief Administrative Officer

Date: _____

Tanda Meadors, Directors
Department of Finance & Administrative Services

Date: _____

CONTRACTOR:

By: _____

Title: _____

Date: _____

Fed. Tax ID No. _____

State Tax ID No. _____

Exhibit A
City of Albuquerque Request for Proposals

Exhibit B
Offeror's Proposal

PART 6

INSTRUCTIONS FOR LOCAL PREFERENCE CERTIFICATION FORM

1. **ALL INFORMATION MUST BE PROVIDED.** A 5% local preference is available for this procurement. To qualify for this preference, an Offeror **MUST** complete and submit this Form with its offer. If an offer is received without the Form attached, completed, signed and certified, or if the Form is received without the required information, the preference will not be applied. The form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.
2. **LOCAL PREFERENCE PRECEDENCE OVER STATE PREFERENCE.** The local preference takes precedence over the State Resident Business Preference and only one of the two preferences will be applied to any one offer. If it is determined that the local preference applies to one or more Offerors in any solicitation, the State Resident Business Preference will not be applied to any offers.
3. **PHYSICAL LOCATION MUST BE STATED.** To qualify for the local preference, a business must have a location in the Albuquerque Metropolitan Area (Abq. Metro Area). The business location inserted on the form must be a physical location, street address or such. Do not use a post office box or other postal address.
4. **ADDITIONAL REQUIREMENT.** To qualify for this preference, the principal Offeror (i.e. the business, not the individual signing the form) if it is a corporation, must be a New Mexico corporation with its articles of incorporation filed with the New Mexico Public Regulation Commission.
5. **DEFINITIONS.** The following definitions apply to this preference:
 - The Abq. Metro Area includes all locations within the City of Albuquerque and Bernalillo County, and within any municipality (i.e. incorporated city, town or village) contiguous to the City of Albuquerque and Bernalillo County.
 - A resident of the Abq. Metro Area is a person who occupies a dwelling in the Area and who manifests an intent to maintain that dwelling on a permanent basis.
 - A principal Offeror is a single Offeror, a business which is the prime contractor or one of the prime contractors and not a subcontractor, or a partner or joint venturer submitting an offer in conjunction with other businesses.
6. **ADDITIONAL DOCUMENTATION.** If requested, a business will be required to provide, within 10 working days of the request, documentation to substantiate the information provided on the form.

9/24/02

LOCAL PREFERENCE CERTIFICATION FORM

RFP2008-006-SB

Business Name: _____

Business Location (in Abq. Metro Area): _____

Business Type: SELECT ONE

- Corporation – Indicate state of corporation → _____
- Partnership – Indicate “general” or “limited” → _____
- Sole Proprietorship (Single Owner with employees)
- Individual (Single Owner/No employees) → _____
- Other – Indicate status → _____

Additional Information: (PROVIDE IF BUSINESS IS A CORPORATION)

Date of incorporation in the State of New Mexico → _____

CERTIFICATIONS

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City, will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

Signature or Authorized Individual: _____ ←

Printed Name: _____

Title: _____

Date: _____

YOUR MUST RETURN THIS FORM WITH YOUR OFFER

9/24/02

Appendix A
Cost Proposal Form

<u>Coverage</u>	<u>Commission (%)</u>
Airport Liability	_____
Excess Airport Liability	_____
Police Aircraft Liability	_____
Airport Art	_____
Excess Workers' Compensation	_____
Housing Authority Property	_____
Housing Authority Flood	_____
BioPark Auto Liability	_____
BioPark Train & Track Liability	_____
BioPark Train Property	_____
BioPark Paddle Boats & Bikes	_____
General Property, Blanket Building & Contents, Extra Expenses, Business Interruption, Auto Physical Damage, Boiler & Machinery, EDP & Media Resources	_____
Commercial Crime	_____
Museum Collection	_____
Balloon Museum	_____
Shooting Range	_____
Landfill Lease Bond	_____
Fidelity Bond	_____
APD Chaplains	_____
Various Adjuster Bonds	_____
Acropolis Commercial Property	_____

NOTE: We will make sure the City pays NO gross receipts tax as New Mexico Statute 59A-6-2 allows.

Appendix B

Synopsis of the City's Major Insurance Placements

<u>Coverage</u>	<u>Company</u>	<u>Amount</u>	<u>Comments</u>
Airport Liability	Ace USA	\$50,000,000	\$25,000 Deductible \$100,000 Aggregate
Excess Airport Liability	Lloyds of London	\$50,000,000	
Police Aircraft Liability	Ace USA	\$10,000,000 Commercial General Various Property	Property Deductible \$100 Cessna \$1,000 Euro
Airport Art	Great American	\$1,858,205	
Excess Workers' Compensation	Midwest		\$1,000,000 S.I.R
Housing Authority Property	Praetorian Insurance Co.	\$52,873,284	\$1,000 Deductible \$250,000 BW Incl. \$25,000 Equipment Breakdown
Housing Authority Flood	Harleysville Mutual Ins. Co.	\$20,400 to 20,500 Depending on property	\$1,000 Deductible Contents not covered
BioPark Auto Liability	Progressive Auto	\$1,000,000	\$1,000,000 UM
BioPark Train & Track Liability	Nautilus Insurance Co.	\$3,000,000	\$2,500 Deductible Bodily & Property
BioPark Train Property	Travelers	\$2,050,000	\$1,000 Deductible

BioPark Paddle Boats & Bikes	Wellington Specialty Ins. Co.	\$1,000,000	
General Property, Blanket Building & Contents, Extra Expenses, Business Interruption, Auto Physical Damage, Boiler & Machinery, EDP & Media Resources	Affiliated FM	\$330,000,000	Various Sub limits Various Deductibles
Commercial Crime	St. Pauls/Travelers	\$1,000,000	\$50,000 Deductible 3 Year Policy
Museum Collection	Travelers	\$35,000,000 Property at premise all other locations \$10,000,000	\$1,000 Deductible Includes Earthquake & Earth Movement
Balloon Museum	St. Pauls	\$2,000,000 General Aggregate	
Shooting Range	Nautilus Insurance Co.	\$500,000	
Landfill Lease Bond			
Fidelity Bond			
APD Chaplains	AIG National Union & Fire	\$50,000 medical exp \$50,000 dental \$250/tooth \$150 for 140 weeks	Accidental Death
Various Adjuster Bonds			
Acropolis Commercial Property	Ohio Casualty	Property \$69,825 Business Inc. \$82,000 \$1,000,000 \$2,000,00 Aggregate	\$2,500 Deductible