



## **New Mexico County Insurance Authority**

# REQUEST FOR PROPOSAL FOR ACTUARIAL SERVICES

Commodity Codes

946-12 Actuarial Services

918-69 Insurance Consulting

Response Due by

5:00 pm MDT

on May 27, 2026

to [roberta@co.eddy.nm.us](mailto:roberta@co.eddy.nm.us)

New Mexico Counties

New Mexico County Insurance Authority

444 Galisteo Street

Santa Fe, NM 87501

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## I. INTRODUCTION

The New Mexico County Insurance Authority (NMCIA) is seeking proposals from qualified actuarial firms to provide comprehensive actuarial services in support of its risk management programs, including those of its captive reinsurance entity, New Mexico Counties Reinsurance (NMCRE).

NMCIA utilizes independent actuarial services for its multi-line, property, law enforcement, and workers' compensation programs (collectively, the "Pool") to evaluate claims experience and develop annual member contribution requirements. The Pool's current actuary will be stepping down later this year, and NMCIA is issuing this RFP to identify and engage a new actuarial partner.

The selected Proposer will provide actuarial valuations, funding studies, capital adequacy analyses, and related consulting services.

For purposes of this Request for Proposals (RFP), "Proposer" means any firm or entity submitting a response to this RFP.

Questions regarding this RFP should be directed to the following designated contact:

Roberta Gonzales, CPO & Eddy County Finance Director  
101 W. Greene Street  
Carlsbad, NM 88220  
Phone: 575-887-4820  
Email: [roberta@co.eddy.nm.us](mailto:roberta@co.eddy.nm.us)

NMCIA reserves the right to request additional information from any or all Proposers to support the evaluation process. During the proposal period, Proposers may not contact any Board or staff member other than the designated point of contact.

## II. ABOUT NMCIA

NMCIA is a public entity risk-sharing pool administered by of New Mexico Counties (NMC) and provides risk management and insurance programs for its member entities.

NMCIA is governed by a board of directors currently comprised of eleven directors and five ex officio directors. The Board regularly meets six times a year to conduct oversight responsibilities. Board members serve two-year overlapping terms and can be an elected or appointed officer or employee of a member.

Actuarial analyses support the preparation of the Pool's financial reports, including assessments of financial performance and fiscal condition, and are presented to the general membership and the NMCIA Board for review and oversight.

The Pool provides a comprehensive suite of coverages, including:

- Multi-line: third-party auto liability, employee benefits liability, employment practices liability, general liability, and public officials' errors and omissions liability;
- Property: first-party auto and first-party property;
- Law enforcement: detention and sheriff operations; and
- Workers' compensation coverage to over 9,500 member county employees.

All 33 New Mexico counties belong to NMC. As of March 2026, 30 member counties participate in the NMCIA Pool workers' compensation program, and 28 member counties participate in the multi-line, property, and law enforcement programs.

The following provides an overview of the Pool's current exposures and self-insured retentions.

Coverage	Exposure	Self-Insured Retention
Law Enforcement	Number of detention officers & sheriff deputies	\$2,000,000
Multi-line	Payroll	\$1,000,000
Property	Real Property: Appraised Values Vehicles: Current Value	\$450,000
Workers' Compensation	Audited Payroll	\$750,000

The Pool is the sole shareholder of a captive reinsurance company domiciled in the state of Utah. New Mexico County Reinsurance (NMCRe) provides reinsurance for the Pool's law enforcement, multi-line and workers' compensation programs. The actuary for the Pool currently provides actuarial services for NMCRe for purposes of determining what the reinsurance premiums should be. The coverage layers provided by the captive for the current policy periods are detailed below:

Coverage	Policy Period	Retention	NMCRé Limit
Law Enforcement	2026	\$2,000,000 (NMCIA)	\$2,000,000 (Medical & mental health claim limits are only available to 7 counties with NMCRé and NMCIA each taking 50% of the \$2M limit)
Law Enforcement – Class A Counties	2026	\$4,000,000 (\$2M NMCIA, \$2M NMCRé)	\$1,000,000
Multi-line	2026	\$1,000,000 (NMCIA) (Total coverage limit is \$5M with NMCIA taking \$3M vs \$2M)	\$1,000,000
Workers' Compensation	2025-26	\$2,000,000 (\$750K NMCIA & \$1.25M CRL)	\$1,000,000

The Pool also obtains reinsurance for its workers' compensation and property programs from County Reinsurance Limited (CRL).

### III. RFP SCHEDULE

NMCIA anticipates the following schedule for this RFP process. Dates are subject to change at the discretion of NMCIA.

RFP Schedule		
Action	Date	Responsible Party
RFP Issue Date	April 28, 2026	NMCIA
Submittal of Acknowledgement of Receipt Form (not mandatory)	April 30, 2026	Proposer (not mandatory)
Submittal of RFP Questions	May 5, 2026	Proposer
Response to Questions	May 8, 2026	NMCIA
Proposal Due	May 27, 2026	Proposer
Review Committee Meets & Possible Proposer Presentations	May 28-June 8, 2026	NMCIA and Proposer if Applicable
NMCRé Board Meeting, review scoring matrix with the Board	June 9, 2026	NMCIA
NMCIA Board Meeting, review scoring matrix with the Board	June 15, 2026	NMCIA
Anticipated Contract Award	June 19, 2026	NMCIA
Kick off	July 1-8, 2026	NMCIA and Proposer
Loss Data as of 8/15 for Multi-line and Law Enforcement 1/1 renewal	August 19, 2026	NMCIA

NMCIA reserves the right to reject any or all proposals and re-issue the request for proposal if deemed in the best interest of the Pool.

## **IV. RFP REQUIREMENTS**

NMCIA is requesting proposals for the following actuarial services:

1. Actuarial reserve analyses for multi-line, property, law enforcement, and workers' compensation coverage as of June 30 and December 31 annually;
2. Funding studies for multi-line and law enforcement coverages for January 1 renewals, including analysis of deductible options;
3. Funding study for property and workers' compensation coverages for July 1 renewals, including analysis of deductible options;
4. Optimal member Deductible Analysis
5. Deductible liability reports for all members with selected deductibles across multi-line, property, law enforcement, and workers' compensation coverages;
6. Biennial capital adequacy analysis;
7. Member equity analysis with respect to contributions, benefits, and cost allocation,
8. Conduct actuarial analyses and develop funding calculations to determine appropriate contribution levels for captive reinsurance program, NMCR<sub>e</sub>.
9. Consultation services, including recommendations and presentations related to the above services.

The selected Proposer shall provide all analyses on a pooled and, where applicable, member-level basis, with clear documentation of assumptions, methods, and results. All analyses and support exhibits shall be provided in both PDF and Excel formats. Excel deliverables shall not contain hardcoded results where formulas are expected and allow NMCIA to trace all calculations.

## **V. DETAILED SCOPE OF SERVICES AND DELIVERABLES**

The following detailed scope expands upon the actuarial services outlined in Section IV and defines the specific deliverables and expectations for the selected Proposer. Attachment number one provides additional information regarding key timelines for each line of coverage.

The selected Proposer shall provide comprehensive actuarial services for the Pool's multi-line, property, law enforcement, and workers' compensation coverages. The selected Proposer will also provide actuarial services for the Pool's captive insurance company (NMCRc) under a separate contract to cover the costs associated with calculation of the captive's reinsurance premiums. Services shall include, but are not limited to, the following:

NMCIA Required Services:

A. Actuarial Analyses and Reserve Studies

The Proposer shall perform actuarial analyses as of June 30 and December 31 annually, including:

- Estimates of ultimate losses and allocated loss adjustment expenses (ALAE), including:
  - Reported claims
  - Incurred but not reported (IBNR) claims
- Reserve estimates presented at multiple confidence levels (as requested by the Board or the Risk Management Director)
- Development of loss development factors (LDFs) and trend factors by coverage line
- Separate analysis by coverage line and, where appropriate, major coverage components
- Identification and analysis of large losses and emerging trends
- Comparison of prior estimates to actual results, with explanation of significant variances

B. Funding and Contribution Studies

The Proposer shall conduct annual funding studies for all coverage programs to support January 1 and July 1 renewals, including:

- Development of actuarially indicated funding levels (member contributions) by coverage line
- Analysis of rate adequacy and funding sufficiency
- Evaluation of historical loss experience and projected future costs
- Development and analysis of deductible and self-insured retention (SIR) options
- Allocation methodologies for distributing costs among members
- Clear documentation of assumptions, methodologies, and recommended changes

- Provide estimates of funding requirements at different confidence levels as requested by the Risk Management Director or the Assistant Risk Management Director

#### C. Reporting and Deliverables

For all analyses and studies, the Proposer shall provide:

- Comprehensive written reports summarizing findings, assumptions, methodologies, and conclusions
- Exhibits and supporting schedules detailing calculations and results
- Results presented by coverage line and, where applicable, at the member level
- Electronic deliverables in both PDF and Excel formats, with Excel files containing fully functional and transparent formulas
- Clear identification of any changes in methodology or assumptions from prior analyses

#### D. Presentations and Communications

The Proposer shall:

- Present findings to NMCI staff and other consultants (i.e. captive, brokers)
- Present findings to the NMCI Board and/or committees, as requested
- Be available to present results to the general membership which meets in person the third Tuesday of each January in Santa Fe, New Mexico
- Respond to questions from NMCI staff, auditors, and other stakeholders
- Provide ongoing consultation throughout the year as needed

#### E. Coordination and Additional Services

- Coordinate with NMCI staff to obtain necessary data and validate data quality
- Work cooperatively with NMCI's auditors and other consultants
- Provide additional actuarial consulting services, as requested, including special studies or analysis

#### NMCI Additional Services

#### F. Member Deductible Analysis

Provide deductible comparisons to demonstrate the potential impact a retention change could have on each member's premium.

- Calculate the optimal deductible for each member county

#### G. Member Deductible Liability Reports

The Proposer shall prepare deductible liability reports for all coverages and for all members selecting deductible options, including:

- Estimated liabilities associated with selected deductibles
- Expected loss projections by member and coverage
- Clear explanation of methodology and assumptions

#### H. Capital Adequacy Analysis

The Proposer shall perform a biennial capital adequacy analysis, including:

- Evaluation of the Pool's financial position relative to its retained risk
- Assessment of appropriate funding margins and surplus levels
- Consideration of variability in loss experience, including high-severity exposures (e.g., law enforcement liability)
- Analysis of risk tolerance and confidence levels
- Recommendations regarding target funding levels and financial stability

#### I. Member Equity Analysis

Equity is the portion of members' contribution (exclusive of the target unrestricted fund balance) that are not encumbered by the Pool. Members have a vested or legal right to receive equity if a distribution is formally approved by the Pool Board of Directors. NMCI has historically not calculated member equity; therefore, this will be a new actuarial function.

- Calculate each member's equity in the Pool on a semiannual basis
- Provide clear explanation and methodology of calculation

#### NMCR Required Services:

#### J. NMCR Actuarial and Funding Studies

Conduct actuarial analyses and develop funding calculations to determine appropriate contribution levels for the captive reinsurance program, from NMCR to NMCI.

- Law Enforcement coverage with a renewal date of January 1, taking into account the various limits for certain members and types of claims
- Multi-line coverage with a renewal date of January 1
- Workers Compensation coverage with a renewal date of July 1

#### K. Reporting and Deliverables

For all analyses and studies, the Proposer shall provide:

- Exhibits and supporting schedules detailing calculations and results
- Results presented by coverage line where applicable
- Electronic deliverables in both PDF and Excel formats
- Clear identification of any changes in methodology or assumptions from prior analyses

#### L. Presentations and Communications

The Proposer shall:

- Present findings to NMCI staff and other consultants (i.e. captive, brokers)
- Present findings to the NMCR Board and/or committees, as requested
- Respond to questions from NMCI staff, auditors, and other stakeholders
- Provide ongoing consultation throughout the year as needed

#### M. Coordination and Additional Services

- Coordinate with NMCI staff to obtain necessary data and validate data quality
- Work cooperatively with NMCR auditors and other consultants
- Provide additional actuarial consulting services, as requested, including special studies or analysis

The Proposer shall provide all reports, exhibits, and supporting documentation in a timely manner and well in advance of scheduled reserve study and funding study dates to allow adequate time for NMCI staff review, follow-up questions, and internal analysis.

## **VI. MINIMUM QUALIFICATIONS**

Proposers must meet the following minimum qualifications to be considered responsive. Failure to do so may result in disqualification.

- Firm Experience: Demonstrated experience providing actuarial services to public entity risk pools, including multi-line, property, law enforcement liability, and workers' compensation coverages. Preferences will be given to

Proposers who have provided such services to at least three (3) governmental entities or governmental pools within the past ten (10) years.

- Personnel Qualifications: The lead actuary must be a Member of the American Academy of Actuaries (MAAA) and meet qualification standards to issue Statements of Actuarial Opinion. The Proposer shall identify key personnel and their relevant experience.
- Technical Capability: Ability to perform loss reserves, funding, and capital adequacy analyses, and to produce clear, well-documented reports with supporting exhibits.
- References: Provide at least three (3) references for current or recent public entity risk pool clients.
- Compliance: Must comply with applicable Actuarial Standards of Practice (ASOPs) and be in good standing with relevant professional and regulatory requirements.

## **VII. PROPOSAL REQUIREMENTS**

Proposals must be received no later than May 27, 2026 at 5:00 PM MDT. Proposals shall be submitted electronically in PDF format. Late submissions may not be considered.

All proposal submissions should be directed to:

Roberta Gonzales, CPO & Eddy County Finance Director

Email: [roberta@co.eddy.nm.us](mailto:roberta@co.eddy.nm.us)

Proposers shall submit a complete response addressing the following:

- A. Cover Letter
  - Brief overview of the Proposer's interest in and understanding of the engagement
  - Identification of the primary contact person
  
- B. Firm Qualifications and Experience
  - Description of the Proposer's firm, including years in business and areas of expertise
  - Experience providing actuarial services to public entity risk pools
  - Description of relevant engagements, including scope of services and lines of coverage

- Examples of the work the firm has completed for governmental entities or public entity risk pools for the following services:
  - Actuarial Analyses and Reserve Studies
  - Funding and Contribution Studies
  - Member Deductible Analysis
  - Member Deductible Liability Reports
  - Capital Adequacy Analysis
  - Member Equity Analysis

#### C. Personnel

- Identification of the lead actuary and key personnel assigned to the engagement
- Summary of qualifications, certifications and relevant experience
- Description of each individual's role in providing services

#### D. Technical Approach

- Description of the Proposer's approach to performing actuarial analyses, funding studies, and capital adequacy analyses
- Description of methodologies, assumptions, and tools typically used
- Approach to communicating results and working with NMCIA staff
- Examples for each service requested (redact as necessary)

#### E. Relevant Experience and References

- At least three (3) references for current or recent public entity risk pool clients
- Description of services provided for each reference
- List all public entity and public entity pool clients the firm has performed actuarial work for and the years of service for each

#### F. Fee Proposal

- Complete Attachment Number Two, the Pricing Table, and **submit it separately from the rest of the proposal via a separate email with the subject: "Confidential Pricing for {Name of Firm}."** The fee structure is based on the following services:
  - Annual actuarial services for each line of coverage completed semi-annually
  - Funding study services for all lines of coverages
  - Member Deductible Analysis
  - Member Deductible Liability Reports

- Capital Adequacy Analysis
  - Member Equity
  - NMCR Actuarial and Funding Studies
  - Any additional or optional services
- Identification of any additional costs or reimbursable expenses
- G. Additional Information  
Any additional information the Proposer believes is relevant to the evaluation of its proposal

## **VIII. EVALUATION CRITERIA**

Proposals will be evaluated based on the following criteria:

- A. Experience and Qualifications (30 points)
- Experience in executing actuarial services and understanding intergovernmental pooling needs and practices including list of public entity pools for which the Proposer has performed actuarial services along with years of service for each
  - Experience with multi-line, property, law enforcement, and workers' compensation coverages
  - Qualifications and experience of assigned personnel
- B. Technical Approach (25 points)
- Understanding of the Scope of Services
  - Soundness of proposed methodologies and assumptions
  - Approach to analyses, funding studies, and capital adequacy
  - Clarity and transparency of proposed deliverables
  - Examples provided for each service requested (redact as necessary)
- C. Responsiveness and Communication (20 points)
- Ability to attend Board meetings when needed
  - Ability to support, advise, or provide recommendations to the Pool on a variety of topics and trends in the risk pooling industry
  - Experience with communicating actuarial results to staff, Board and membership
  - Responsiveness and availability for ongoing consultations

- Quality and clarity of proposal
- D. Cost (10 points)
- Reasonableness and competitiveness of the Pricing Table
- E. References (15 points)
- Feedback from current or recent clients
  - Demonstrated quality of service and reliability
- F. Acknowledgement of Receipt Form (Pass/Fail)
- G. Letter of Transmittal Form (Pass/Fail)
- H. Statement of Compliance (Pass/Fail)
- I. Conflict of Interest Declaration Form (Pass/Fail)
- J. Affidavit of Non-Collusion (Pass/Fail)
- K. New Mexico Resident Business Preference (Pass/Fail)
- L. Campaign Contribution Disclosure Form (Pass/Fail)
- M. Other criteria as determined by staff or the Pool.

NMCIA reserves the right to conduct interviews with selected Proposers as part of the evaluation process.

## **IX. AWARD AND CONTRACT TERM**

NMCIA intends to award two contracts to the Proposer(s) whose proposals are determined to be most advantageous to NMCIA and NMCRE, taking into consideration the evaluation criteria set forth in this RFP. Although NMCIA contemplates that one contract will be awarded for services pertaining to NMCIA and one for services pertaining to NMCRE, NMCIA reserves the right, in its sole discretion, to make one award, multiple awards, or no award at all.

Proposals will be evaluated based on the materials submitted, with clarification as needed through telephone or other communications with Proposers. NMCI A may request selected Proposers to participate in interviews or presentations if additional information is needed to support the evaluation process.

NMCI A reserves the right to reject any or all proposals, waive minor informalities or irregularities, request clarification or additional information, conduct interviews, and negotiate final terms, including scope and fees, with the selected Proposer(s). NMCI A may award contracts to more than one actuarial consulting firm if deemed appropriate.

The award, if made, will be subject to approval by the NMCI A Board and NMCR e Board.

NMCI A intends to award four-year contracts to the selected Proposer(s). Services under the contracts shall commence no later than July 1, 2026, for renewals effective January 1. Evaluations shall include claims arising from each accident year since the Pool's inception or as determined by staff and chosen actuary. All evaluations shall be conducted and reported in accordance with the timeframes outlined in attachment one.

## **X. DISPOSITION OF PROPOSALS**

All proposals submitted in response to this RFP shall become the property of NMCI A and will not be returned. Proposals may be subject to public inspection in accordance with applicable laws.

Any proprietary or confidential information contained in a proposal should be clearly identified. NMCI A will use reasonable efforts to protect such information to the extent permitted by law.

## **XI. INSURANCE**

The Proposer shall indemnify, defend (with counsel reasonably acceptable to NMCI A), and hold harmless New Mexico Counties (NMC), the New Mexico County Insurance Authority (NMCI A), New Mexico County Reinsurance (NMCR e) and their respective officers, directors, employees, and agents from and against any and all

claims, demands, suits, actions, damages, losses, liabilities, and expenses, including reasonable attorneys' fees, arising out of or resulting from the negligent acts, errors, omissions, or willful misconduct of the Proposer in connection with the performance of services under this RFP.

- A. Unless otherwise indicated in this Request for Proposals, the vendor shall maintain, in force at all times while performing the scope of work, insurance coverage that meets at a minimum, the following requirements:
- Workers' compensation insurance coverage in accordance with applicable state statutory requirements for all employees performing work under the contract.
  - Commercial general liability insurance Coverage with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.
  - Professional liability insurance coverage with limits of not less than \$2,000,000 per claim and aggregate. If written on a claims-made basis, the Proposer shall maintain coverage for a minimum of three (3) years following completion of services, either through continued coverage or an extended reporting period.
- B. The Proposer shall provide certificates of insurance evidencing the required coverage prior to commencement of services. All insurance shall be subject to review and approval by the NMCI Risk Management Director.

## XII. DISCLOSURES

### A. Acknowledgement of Receipt Form

This Acknowledgement of Receipt Form should be signed and submitted by the date specified in the RFP Schedule or as soon as possible thereafter (note that submitting after the date specified in the RFP Schedule may result in missed distributions and Proposer should verify with NMCI to see if any documents have been issued before submittal of this form.) Only potential Proposer who elects to return this form will receive copies of all submitted questions and written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with attachment number two: Pricing Table.

ORGANIZATION: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

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

**Submit Acknowledgement of Receipt Form to:**

**Subject Line: Actuarial Services RFP Acknowledgement of Receipt Form**

To: Roberta Gonzales, CPO & Eddy County Finance Director

E-mail: roberta@co.eddy.nm.us

## B. Letter of Transmittal Form

Items #1 to #2 each must be completed in full. Failure to respond to all items MAY RESULT IN THE DISQUALIFICATION OF THE PROPOSAL. **DO NOT LEAVE ANY ITEM BLANK.** (N/A, None, Does not apply, etc. are acceptable responses.)

1. Identify the following information for the submitting organization:

Proposer/Company	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

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

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

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

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

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement as set forth in this RFP.

- I concur that submission of this proposal constitutes acceptance of all terms and conditions contained in this RFP (unless specifically noted or taken exception to otherwise in my proposal).

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

## C. Statement of Compliance

*The Proposer must sign one, and only one, of the declarations stated below.*

### **Either: No Exceptions Taken.**

The undersigned declares that the proposal submitted by \_\_\_\_\_  
(Name of business) will provide items and/or services as specified in strict  
compliance with the instructions, conditions and terms listed in this RFP, **with no  
exceptions taken.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

### **Or: Exceptions Taken.**

By signing below, the Proposer acknowledges that the proposal submitted by  
(Name of Business) \_\_\_\_\_ has been prepared in  
consideration of and with exception to one or more of the requirements or terms  
specified in this RFP or proposed contract. By signing below, the Proposer declares  
their **proposal includes a page(s) clearly labeled "Exceptions to Specifications"  
which identifies each item to which the proposal is taking exception** or is  
proposing change to, including any suggested rewording of the contractual  
obligations, and identifies the reasons for submitting the proposed exception or  
change. NMCI reserves the right to reject any declarations of exception that are  
not accompanied by the required documentation or to accept or reject any proposal  
based on any exception taken. **Proposer must attach separate sheet(s) detailing  
exceptions if this option is selected**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

## D. Conflict of Interest Declaration

Proposer represents and warrants the following:

1. No Current or Prior Conflict of Interest. The Proposer has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations as specified and set forth in this RFP or any contract entered into pursuant to award under this RFP.
2. Notice of Potential Conflict. If any such actual or potential conflict of interest arises, Proposer/contractor shall immediately inform NMCI A in writing of such conflict.
3. Termination for Material Conflict. If, in the reasonable judgment of the County such conflict poses a material conflict to and with the performance of Contractor's obligations, then the County may modify or terminate the contract upon written notice to Contractor.
4. If the Proposer is a former employee of NMCI A, state the date of separation/retirement here:

\_\_\_\_\_ (write N/A if not applicable).

5. If the Proposer is a current employee of NMCI A, the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee with NMCI A, state name of entity, employee name and position held here:

\_\_\_\_\_  
\_\_\_\_\_ (write N/A if not applicable).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

## E. Affidavit of Non-Collusion

I state that I am the \_\_\_\_\_ (title) of \_\_\_\_\_ (name of business) and that I am authorized to make this affidavit on behalf of my business, and its owners, directors, and officers. I am the person responsible in my business for the price(s) and the amount of this Proposal.

I further state that:

- 1) The price(s) and amount of this Offer have been arrived independently and without consultation communication or agreement with any other Proposer or potential Proposer.
- 2) That neither the price(s) nor the amount of this proposal, have been disclosed to any other business or person who is a Proposer or potential Proposer, nor they will not be disclosed before proposal opening.
- 3) No attempt has been made or will be made to induce any business or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- 4) This proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any business or person to submit a complementary or other noncompetitive proposal.
- 5) This business, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described herein.
- 6) I state that this business understands and acknowledges that the above representations are material and important and will be relied on by NMCI in awarding. I understand and my business understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from NMCI of the true facts relating to the submission of Proposers for this contract.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

## F. New Mexico Resident Business Preference

\_\_\_\_\_ (Name of Business) hereby certifies the following regarding NM resident business preference:

Please check one box only:

- This business **does not have** NM Resident Business Preference Certification
- This business **has** the following qualifying New Mexico Business Preference:
  - Resident Business
  - Native American Resident Business
  - Resident Veteran Business
  - Native American Resident Veteran Business
  - Other NM Business Preference (specify below)

\_\_\_\_\_

**(Must include a copy of your preference certificate with proposal to have preference considered)**

If claiming a Resident or Native American **Veterans** Preference Certification, state annual gross revenue for preceding calendar year:

\$ \_\_\_\_\_

**(note that for gross revenue exceeding \$6,000,000 preference may not be considered pursuant to 13-1-21, NMSA 1978)**

"I declare under penalty of perjury the above information 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 for the Business.

The representation made in checking the boxes constitutes a material representation by the business that is subject to inspection and/or protest. A denial of consideration of preference or award, or recension of award, may be made if the statement is proven incorrect.

\_\_\_\_\_  
(Signature of Business Representative) \*

\_\_\_\_\_  
(Date)

## G. Campaign Contribution Disclosure Form

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

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

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

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor. THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)

**--OR--**

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

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (Position)

## H. Governing Law

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

# I. Disclosure Regarding Responsibility

Any prospective Responsible Offeror and/or any of its principals who seek to enter into a contract greater than twenty thousand dollars (\$20,000.00) with a State agency or Local Public Body for professional services, tangible personal property, services or construction agrees to disclose whether they, or any principal of their company:

a.) Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, State agency or local public body.

b.) Have, within a three-year period preceding this offer, been convicted of or had civil judgement rendered against them for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes related to the submission of offers; or commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of federal criminal tax law, or receiving stolen property;

c.) Are presently indicted for, or otherwise criminally or civilly charged by any (federal, state, or local) government entity with, commission of any of the offenses enumerated in paragraph 2 of this disclosure.

d.) Have, preceding this offer, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000.00, of which the liability remains unsatisfied.

i. Taxes are considered delinquent if both of the following criteria apply:

(a) The tax liability is finally determined. The liability is finally determined if it has been assessed. Liability is not finally determined if there is a pending administrative or judicial challenge.

(b) In the case of a judicial challenge of liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

ii. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was made due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

e.) Have, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entity. The Offeror shall provide immediate written notice to the Procurement Administrator or Buyer if, at any time prior to contract award, the Offeror learns that its disclosure will be considered in the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror non-responsive.

f.) Nothing contained in the foregoing shall be construed to require established a system of records to render in good faith the disclosure required by this document. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. The disclosure provided is a material presentation of facts upon which reliance was placed when making an award and is a continuing material representation of the facts. If, during the performance of the contract, the contractor is indicated for or otherwise criminally or civilly charged by any government entity (federal, state, or local) with commission for any offenses named in this document, the contractor must provide immediate written notice to the Procurement Administrator or Buyer. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the government, the SPA, BOCC or Central Purchasing Officer may suspend or debar the contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

## **J. 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 all otherwise responsive proposals failed to meet the same mandatory requirements or doing so does not otherwise materially affect procurement. This right is at the sole discretion of the Evaluation Committee.

## K. Protest Deadline

Any protest by a bidder must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978. Protests must be written and must include the name and address of the protestor and the Request for Proposal number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested. The protest must be delivered to:

Roberta Gonzales, CPO & Eddy County Finance Director  
Email: [roberta@co.eddy.nm.us](mailto:roberta@co.eddy.nm.us)

## ATTACHMENT NO. 1: KEY TIMELINES

The schedule below represents an estimated timeline for deliverables and is subject to change. Dates may be adjusted based on a variety of factors, including delays in receiving required data (e.g., appraisal or payroll information) or revisions to key project assumptions that may impact overall timing.

### **Law Enforcement Coverage - Policy Period: January 1 – December 31**

<b>Deliverable</b>	<b>Data as of Date</b>	<b>Due Date</b>
1 <sup>st</sup> Actuarial Study	6/30	8/15
2 <sup>nd</sup> Actuarial Study	12/31	2/15
Funding Study for 1/1 Renewal	8/15	11/1
Member SIR Analysis	8/15	11/1
Member Deductible Liability Reports	8/15	11/1
NMCR <sub>e</sub> Actuarial Study	12/31	2/15
NMCR <sub>e</sub> Funding Study	8/15	10/1

### **Multi-line Coverage - Policy Period: January 1 – December 31**

Same structure as Law Enforcement above

### **Property Coverage - Policy Period: July 1 – June 30**

<b>Deliverable</b>	<b>Data as of Date</b>	<b>Due Date</b>
1 <sup>st</sup> Actuarial Study	12/31	2/15
2 <sup>nd</sup> Actuarial Study	6/30	8/15
Funding Study for 7/1 Renewal	3/31	5/15
Member SIR Analysis	3/31	5/15
Member Deductible Liability Reports	3/31	5/15
NMCR <sub>e</sub> Actuarial Study	6/30	8/15
NMCR <sub>e</sub> Funding Study	3/31	5/1

### **Workers' Compensation Coverage - Policy Period: July 1 – June 30**

Same structure as Property above

**Capital Adequacy - Biennial**

<b>Deliverable</b>	<b>Data as of Date</b>	<b>Due Date</b>
Capital Adequacy Study	12/31 (every even year)	2/28 (every odd year), starting 2027

**Member Equity Analysis - Semiannual**

<b>Deliverable</b>	<b>Data as of Date</b>	<b>Due Date</b>
Member Equity Analysis for all lines of coverage	6/30	8/15
Member Equity Analysis for all lines of coverage	12/31	2/15

## ATTACHMENT NO. 2: PRICING TABLES

To be completed and returned separately from the rest of the proposal via a separate email with the subject: "Confidential Pricing for [Name of Firm]" to:

Roberta Gonzales, CPO & Eddy County Finance Director

Email: [roberta@co.eddy.nm.us](mailto:roberta@co.eddy.nm.us)

Please reference Section V. Detailed Scope of Services and Deliverables to complete the tables below.

### NEW MEXICO COUNTY INSURANCE AUTHORITY PRICING

Deliverable	Willing and Capable of Performing (Y/N)	Price per Year	Sample Provided (Y/N)	Four-Year Cost	Price Escalation Considered (Y/N)
Actuarial Analyses and Reserve Studies for Law Enforcement					
Actuarial Analyses and Reserve Studies for Multi-line					
Actuarial Analyses and Reserve Studies for Property					
Actuarial Analyses and Reserve Studies for Workers' Compensation					
Funding and Contribution Studies for Law Enforcement					
Funding and Contribution Studies for Multi-line					
Funding and Contribution Studies for Property					
Funding and Contribution Studies for Workers' Compensation					
Member Deductible Analysis (all lines)					
Member Deductible Liability Reports (all lines)					
Capital Adequacy Analysis					
Member Equity Analysis					

Reporting and Deliverables (if not included in above)					
Presentations and Communications (if not included in above)					
Coordination and Additional Services (if not included in above)					
Other:					
Other:					
Other:					

**NEW MEXICO COUNTY REINSURANCE PRICING**

<b>Deliverable</b>	<b>Willing and Capable of Performing (Y/N)</b>	<b>Price per Year</b>	<b>Sample Provided (Y/N)</b>	<b>Four-Year Cost</b>	<b>Price Escalation Considered (Y/N)</b>
Actuarial Analyses and Reserve Studies for Law Enforcement					
Actuarial Analyses and Reserve Studies for Multi-line					
Actuarial Analyses and Reserve Studies for Workers' Compensation					
Funding and Contribution Studies for Law Enforcement					
Funding and Contribution Studies for Multi-line					
Funding and Contribution Studies for Workers' Compensation					
Reporting and Deliverables (if not included in above)					
Presentations and Communications (if not included in above)					
Coordination and Additional Services (if not included in above)					
Other:					
Other:					

**Volume Discount:** Indicate whether your firm offers discounted pricing if selected to complete multiple deliverables and or both contracts. If yes, describe the discount structure.

**Additional Costs:** Identify any potential additional costs, fees, or reimbursable expenses not included in the proposed pricing.

**Pricing Structure:** Describe your proposed pricing structure (fixed fee, hourly, not-to-exceed, or hybrid).

**Additional Services:** If additional deliverables are requested beyond the original scope, confirm whether your firm is willing to execute a contract addendum and provide separate pricing for such services.