



New Mexico County Insurance Authority

REQUEST FOR PROPOSAL FOR INSURANCE BROKERAGE & CONSULTING SERVICES

Commodity Codes

946-38 Custom Brokerage Services

918-69 Insurance Consulting

953-00 Insurance and Insurance Services

Response Due by

5:00 pm MDT

on August 24, 2026

to roberta@eddycountynm.gov

New Mexico Counties

New Mexico County Insurance Authority

444 Galisteo Street

Santa Fe, NM 87501

CONTENTS

I. INTRODUCTION	3
II. ABOUT NMCI	3
III. RFP SCHEDULE.....	5
IV. SCOPE OF SERVICES AND DELIVERABLES	6
V. MINIMUM QUALIFICATIONS	9
VI. PROPOSAL REQUIREMENTS.....	9
VII. EVALUATION CRITERIA	12
VIII. AWARD AND CONTRACT TERM.....	13
IX. DISPOSITION OF PROPOSALS.....	14
X. INSURANCE	14
XI. DISCLOSURES	16
A. Acknowledgement of Receipt Form.....	16
B. Letter of Transmittal Form	17
C. Statement of Compliance	19
D. Conflict of Interest Declaration	20
E. Affidavit of Non-Collusion.....	21
F. New Mexico Resident Business Preference.....	22
G. Campaign Contribution Disclosure Form	23
H. Governing Law	26
I. Disclosure Regarding Responsibility.....	27
J. Right to Waive Minor Irregularities	29
K. Protest Deadline	30

I. INTRODUCTION

The New Mexico County Insurance Authority (NMCIA) is seeking proposals from qualified broker firms to provide insurance brokerage and insurance consulting services in support of its risk management programs.

NMCIA utilizes independent brokerage services for its multi-line, property, law enforcement, workers' compensation, and pass-through programs (collectively, the "Pool") to evaluate and procure reinsurance policies and excess coverage insurance policies.

The responding firm must be established in the industry of providing brokerage and consulting services to public entity pools and have experienced personnel able to provide the required services. The firm also must have experience providing these services to other public entity pools which are approximately the size and complexity of NMCIA.

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@eddycountynm.gov

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 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.

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;
- Workers' compensation coverage to over 9,500 member county employees; and
- Pass-through coverages: crime, cyber, environmental liability, equipment breakdown, flood, public official bonds, pollution with storage tank, directors and officers, and special event coverages.

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	Reinsurer	Exposure	Self-Insured Retention
Law Enforcement	NMCRe	Number of detention officers & sheriff deputies	\$2,000,000
Multi-line	NMCRe	Payroll	\$1,000,000
Property	County Reinsurance Limited	Real Property: Appraised Values Vehicles: Current Value	\$450,000
Workers' Compensation	NMCRe, County Reinsurance Limited, and Safety National	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 (NMCRé) provides reinsurance for the Pool's law enforcement, multi-line and workers' compensation programs. 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 (NMCIÁ)	\$2,000,000 (Medical & mental health claim limits are only available to 7 counties with NMCRé and NMCIÁ each taking 50% of the \$2M limit)
Law Enforcement – Class A Counties	2026	\$4,000,000 (\$2M NMCIÁ, \$2M NMCRé)	\$1,000,000
Multi-line	2026	\$1,000,000 (NMCIÁ) (Total coverage limit is \$5M with NMCIÁ taking \$3M xs \$2M)	\$1,000,000
Workers' Compensation	2025-26	\$2,000,000 (\$750K NMCIÁ & \$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

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

RFP Schedule		
Action	Date	Responsible Party
RFP Issue Date	August 3, 2026	NMCIÁ
Submittal of Acknowledgement of Receipt Form (not mandatory)	August 6, 2026	Proposer (not mandatory)
Submittal of RFP Questions	August 10, 2026	Proposer
Response to Questions	August 11, 2026	NMCIÁ
Proposal Due	August 24, 2026	Proposer
Review Committee Meets & Possible Proposer Presentations	August 27 & 28, 2026	NMCIÁ and Proposer if Applicable
NMCIÁ Board Meeting, review scoring matrix with the Board	TBD	NMCIÁ

Anticipated Contract Award	August 31, 2026	NMCIA
Kick off	September 1, 2026	NMCIA and Proposer

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. SCOPE OF SERVICES AND DELIVERABLES

The selected Proposer shall serve as the exclusive insurance broker and strategic risk management advisor for NMCIA with respect to the placement of excess insurance, reinsurance, and ancillary insurance programs.

The selected Proposer shall act solely in the best interest of NMCIA and shall provide objective advice regarding market conditions, coverage structure, pricing, carrier selection, program design, and emerging risks.

A. Strategic Brokerage and Market Access

- a. Represent NMCIA's interest in all negotiations with insurers and reinsurers
- b. Develop and execute annual marketing strategies for all reinsurance and excess insurance placements
- c. Maintain access to domestic and international insurance markets
- d. Identify new market opportunities and alternative risk financing options
- e. Negotiate favorable pricing, coverage terms, limits, retentions, and conditions
- f. Provide recommendations regarding program structure and retention alternatives
- g. Monitor carrier financial strength throughout the policy period
- h. Notify the Risk Management Director immediately of any material change in insurer financial condition
- i. Disclose A.M. Best, S&P or equivalent financial ratings for all recommended carriers
- j. In certain cases, placements which are made on NMCIA's behalf may require the payment of surplus lines taxes and/or fees to state regulators, boards or associations. Such taxes will be charged to NMCIA and identified separately on invoices covering these placements
- k. Managing placement through timely binding, policy issuance, endorsements, and renewals

- i. Reinsurance Market Strategy
 - ii. Market Analysis Report
 - iii. Renewal Timeline
 - iv. Coverage Comparison Matrix
 - v. Executive Renewal Summary
- B. Coverage Analysis and Program Design
 - a. Review all insurance and reinsurance policies for accuracy
 - b. Compare final policies against negotiated terms
 - c. Recommend enhancements to coverage
 - d. Identify gaps, overlaps, exclusions, and emerging coverage issues
 - e. Draft endorsements as needed/requested
 - f. Maintain master coverage documents
 - g. Assist staff in interpreting policy language
 - h. Benchmark NMCI coverage against comparable public entity pools
 - i. Required Deliverables
 - i. Annual Coverage Review
 - ii. Coverage Gap Analysis
 - iii. Benchmarking Report
 - iv. Policy Comparison Summary
 - v. Recommended Coverage Enhancements
- C. Underwriting and Financial Consulting
 - a. Assist staff and actuary with underwriting strategies
 - b. Work collaboratively with the Pool Actuary
 - c. Evaluate funding alternatives
 - d. Review contribution methodologies
 - e. Analyze retention alternatives
 - f. Evaluate aggregate exposure
 - g. Assist with underwriting standards and manuals
 - h. Support annual renewal underwriting
 - i. Required Deliverables
 - i. Contribution Analysis
 - ii. Retention Alternatives Analysis
 - iii. Underwriting Manual Updates
- D. Member Services and Marketing
 - a. Support member communications

- b. Participate in member education
 - c. Attend conferences, board meetings, and other meetings as required
 - d. Assist with marketing materials
 - e. Respond to member coverage questions
 - f. Support new member onboarding
 - g. Required Deliverables
 - i. Presentation Materials
 - ii. New Member Orientation Materials
- E. Governance and Strategic Consulting
 - a. Attend all schedule Board meetings
 - b. Participate in strategic planning sessions with staff
 - c. Provide legislative and regulatory updates
 - d. Support Board education
 - e. Advise staff throughout the contract term
 - f. Required Deliverables
 - i. Annual Stewardship Report
 - ii. Annual Performance Report
- F. Ancillary Insurance Programs

The broker shall administer and market ancillary insurance programs including:

 - a. Crime
 - b. Cyber Liability
 - c. Environmental Liability
 - d. Equipment Breakdown
 - e. Flood
 - f. Surety Bonds
 - g. Special Events
 - h. Pollution Liability
 - i. Directors and Officers
 - j. Other programs as directed by NMCI
 - k. Required Deliverables
 - i. Market Analysis
 - ii. Coverage Recommendations
- G. Service Standards
 - a. Renewal strategy meeting, at least 120 days before renewal
 - b. Renewal recommendations, at least 90 days before renewal

- c. Draft renewal terms, at least 45 days before renewal
- d. Final renewal presentation, at least 30 days before renewal
- e. Policy review, withing 30 days of receipt

V. 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 brokerage services to public entity risk pools, including multi-line, property, law enforcement liability, workers' compensation coverages, and pass-through 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 broker must have 10+ years public entity experience with designations of CPCU, ARM, Are, CRM or CIC preferred. The Proposer shall identify key personnel and their relevant experience.
- Technical Capability: The proposer shall demonstrate the technical resources, tools, personnel, and expertise necessary to support a complex public entity self-insurance pool.
- References: Provide at least three (3) references for current or recent public entity risk pool clients.
- Compliance: Hold all licenses required to conduce insurance brokerage services in the state of New Mexico, maintain all producer licenses throughout the term of the contract, and comply with all applicable federal, state, and local laws and regulations governing insurance brokerage services.

VI. PROPOSAL REQUIREMENTS

Proposals must be received no later than August 24, 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@eddycountynm.gov

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

C. Personnel

- Identification of the lead broker 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 brokerage services and analysis
- Description of methodologies, assumptions, and tools typically used
- Approach to communicating results and working with NMCI 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 brokerage and consulting services work for and the years of service for each

F. Fee Proposal

To ensure proposals are priced appropriately, Proposers should consider the Pool's current reinsurance structure when preparing their fee proposal.

Currently, NMCRRe provides the reinsurance capacity for NMCI's multi-line, law enforcement and workers' compensation programs. As a result, the successful Proposer may not conduct a full annual marketing process or placement of these programs in the traditional insurance marketplace unless suggested by the broker or requested by NMCI.

Accordingly, the fees proposed for brokerage services associated with these programs should reflect the reduced scope of services currently required. Should it be determined during the contract term that the programs should be marketed to external markets, any associated compensation may be negotiated by mutual agreement.

- The Proposer shall provide a complete description of all compensation to be received in connection with services provided under this contract.
- The proposal shall identify all direct and indirect compensation associated with the placement and servicing of insurance and reinsurance programs by line of coverage
- Provide pricing for each contract year, years 1-4
- The Proposer shall disclose all forms of compensation that may be received including but not limited to:
 - Base commissions
 - Contingent commissions
 - Profit-sharing agreements
- Additional Charges
Identify any services that would result in additional fees
- Provide pricing proposal for captive reinsurance brokerage services on an as needed basis.

G. Additional Information

Any additional information the Proposer believes is relevant to the evaluation of its proposal

VII. EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

- A. Experience and Qualifications (30 points)
 - Experience in executing brokerage and consulting services and understanding intergovernmental pooling needs and practices including list of public entity pools for which the Proposer has performed brokerage and consulting services along with years of service for each
 - Experience with multi-line, property, law enforcement, workers' compensation, and pass-through 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
 - Clarity and transparency of proposed deliverables
- 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 broker 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 provided
- 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.

VIII. AWARD AND CONTRACT TERM

NMCIA intends to award the contract to the Proposer whose proposal is determined to be most advantageous to NMCIA and NMCRE, taking into consideration the evaluation criteria set forth in this RFP.

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

NMCIA 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).

The award, if made, will be subject to approval by the NMCIA Board.

NMCIA intends to award four-year contracts to the selected Proposer. Services under the contract shall commence no later than September 1, 2026, for renewals effective January 1.

IX. DISPOSITION OF PROPOSALS

All proposals submitted in response to this RFP shall become the property of NMCI 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 will use reasonable efforts to protect such information to the extent permitted by law.

X. INSURANCE

The Proposer shall indemnify, defend (with counsel reasonably acceptable to NMCI), and hold harmless New Mexico Counties (NMC), the New Mexico County Insurance Authority (NMCI), New Mexico County Reinsurance (NMCR) 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.

XI. 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 the protest deadline disclosure.

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: Brokerage Services RFP Acknowledgement of Receipt Form

To: Roberta Gonzales, CPO & Eddy County Finance Director

E-mail: roberta@eddycountynm.gov

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 NMCIAC 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 NMCIAC, state the date of separation/retirement here:

_____ (write N/A if not applicable).

5. If the Proposer is a current employee of NMCIAC, the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee with NMCIAC, 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 constructed 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@eddycountynm.gov