



REQUEST FOR PROPOSALS
PROPOSAL NUMBER: 21-22-05

INSURANCE PRODUCER

NO PRODUCER SHALL CONTACT INSURANCE MARKETS ON BEHALF OF SAN JUAN COUNTY, SAN JUAN COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE PURPOSE OF OBTAINING PRICING PRIOR TO THE SELECTION OF THE PRODUCER, AND THE SELECTION OF THE PRODUCER HAS BEEN OFFICIALLY AWARDED BY THE SAN JUAN COUNTY BOARD OF COUNTY COMMISSIONERS. PRODUCERS WHO CONTACT INSURANCE MARKETS FOR PRICING INFORMATION PRIOR TO THE CONFIRMED AWARD OF THE INSURANCE PRODUCER SHALL BE IMMEDIATELY DISQUALIFIED.

Return Sealed Proposals to:
SAN JUAN COUNTY
Central Purchasing Office
213 S. Oliver Drive
Aztec, NM 87410

Attn: Jaime Jones
Contract Analyst
Phone: 505-334-4548
E-Mail: jjones@sjcounty.net

CLOSING DATE: October 14, 2021
TIME: 5:00 pm (Local Prevailing Time)

NIGP Commodity/Services Codes: 953.52 Insurance and Insurance Services

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- **Proposal of Offerors Form must be completed in full and returned with the Proposal Offer.**
 - This proposal is subject to the Terms and Conditions shown on the following pages and any/all additional instructions.
 - Do not return the Request for Proposal (RFP) in case of "No Response".
 - Proposal must be received in the County's Central Purchasing Office by the Proposal Closing Date and Local Time as indicated above. **Any proposal received after the specified time and/or date will not be accepted and will be returned to the sender unopened. Faxed Proposals will not be accepted.**
 - **Submit Proposal Offer in an opaque, sealed envelope. Identify the envelope with Project Name, Proposal Number, Proposal Closing Date, and Producer/Offeror Name. Submit the Proposal Offer in accordance with the Request for Proposal.**

Failure to complete the proposal documents in accordance with all instructions provided is cause for this office to reject the proposal.

THE PROCUREMENT CODE SECTIONS 13-1-28 THROUGH 13-1-99 NMSA 1978, IMPOSES CIVIL AND CRIMINAL PENALTIES FOR ITS VIOLATION. IN ADDITION, THE NEW MEXICO CRIMINAL STATUTES IMPOSE FELONY PENALTIES FOR BRIBES, GRATUITIES AND KICKBACKS.

ACKNOWLEDGEMENT OF RECEIPT FORM

PROPOSAL NO.: 21-22-05

INSURANCE PRODUCER

20 PAGES (INCLUDING ACKNOWLEDGEMENT AND CAMPAIGN DISCLOSURE FORM)

NOTE: ONLY POTENTIAL PRODUCER/OFFERORS WHO COMPLETE AND RETURN THIS FORM WILL RECEIVE COPIES OF ADDENDUMS, IF ISSUED.

PROPOSAL INFORMATION:

In acknowledgement of receipt of the above referenced Proposal Packet, the undersigned agrees that he/she has received a complete copy.

PRODUCER/OFFEROR NAME

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE NO.: _____

E-MAIL: _____

RETURN TO:
Jaime Jones
Contract Analyst
SAN JUAN COUNTY
(505) 334-4548
jjones@sicounty.net

Emailed copies of the Acknowledgement of Receipt form will be accepted. Emailed Proposal responses will not be accepted.

TERMS AND CONDITIONS: **(Unless otherwise specified)**

1. **GENERAL.** When the County Chief Procurement Officer issues a purchase document in response to the Producer/Offeror proposal, a binding contract is created.
2. **FORM OF SUBMISSION.** Each proposal shall be typewritten on standard 8 ½" x 11" paper and placed within a binder with tabs delineating each section. One (1) original and five (5) copies of the Proposal shall be supplied. **Only one Proposal may be submitted by each individual Producer/Offeror. Proposals shall be submitted sealed. The outside package should clearly identify the Project Name, Proposal Number, Proposal Closing Date and Name of Producer/Offeror.**

In addition to the above requirements, the Offeror must provide one (1) electronic copy organized in the format requested with each tab's information as a separate file on a CD-R, CD-RW or Flash Drive in one of these formats: Adobe PDF (pdf), Microsoft Word (doc), or Microsoft Excel (xls). The electronic copy must be organized and laid out in the same format as outlined in Contents of Proposal Offer, pgs. 6-8, with each tab as a different folder.

3. **DEBARRED OR SUSPENDED CONTRACTORS.** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 NMSA 1978 as amended, shall not be permitted to do business with San Juan County and shall not be considered for award of the contract during the period for which it is debarred or suspended.
4. **CONFLICT OF INTEREST.** The successful Producer/Offeror covenants that neither it nor its officers, directors, agents and employees, have any interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the required services.
5. **AMENDMENT.** A Producer/Offeror may submit an amended proposal before the due date and time. An amended proposal shall be complete, as it will be substituted for the earlier proposal(s), and shall be clearly identified as an amendment. The County will not merge, collate or assemble proposal materials.
6. **WITHDRAWAL.** A Producer/Offeror may withdraw its Proposal at any time prior to the deadline for receipt of proposals. A Producer/Offeror desiring to withdraw a proposal shall submit a written request to the Bid/Contract Administrator signed by the Producer/Offeror's duly authorized representative(s).
7. **PROPOSAL OFFER FIRM.** Responses to the RFP, including costs, shall be firm for ninety (90) days after the due date for receipt of proposals.
8. **COST OF PREPARING RFP.** Any cost incurred by the Producer/Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Producer/Offeror.
9. **CONFIDENTIALITY.** Each proposal will be kept confidential until a contract is awarded. Following award of a contract, all documents pertaining to each proposal shall be open for public inspection, except for any material, which is designated by the Producer/Offeror as proprietary or confidential. Proprietary or confidential data is normally restricted to confidential financial information concerning the Producer/Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information. The County will not disclose or make public any pages of a proposal on which the Producer/Offeror has stamped or imprinted "proprietary" or "confidential." Such data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion. If a citizen of this State requests disclosure of data for which an Producer/Offeror has made a written request for confidentiality, the Central Purchasing Department shall examine the Producer/Offeror's Proposal and make a written determination which specifies which portions of the proposal should be disclosed in accordance with applicable New Mexico law. Unless the Producer/Offeror takes action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

10. **PUBLICATION.** Producer/Offeror shall secure from the County written approval prior to publication of any information that pertains to the potential work or activities, which are solicited in this procurement.
11. **LEGAL REVIEW.** Since Producer/Offerors will be bound by the specifications, terms and conditions herein, it is strongly recommended that each Producer/Offeror obtain legal advice concerning the proposal.
12. **GOVERNING LAW / VENUE.** The laws of the State of New Mexico shall govern this procurement and any resulting contract. Any action to enforce terms and conditions herein shall be brought only in the Eleventh Judicial District Court, San Juan County, and State of New Mexico.
13. **CONTRACT DOCUMENTS.** The Contract Documents shall consist of this Request For Proposal, the Response of the successful Producer/Offeror, a separate written contract and the County's Purchase Order.
14. **CONTRACT TERMS AND CONDITIONS.** A contract between the County and the successful Producer/Offeror shall follow the format specified by the County. The County reserves the right to impose, as it sees fit, additional terms and conditions upon the successful Producer/Offeror, should conditions warrant. The contents of this RFP, as revised and/or supplemented, and the successful Producer/Offeror's proposal, will be incorporated into and become part of the contract.

Should a Producer/Offeror object to any of the County's terms and conditions, as contained in the document, that Producer/Offeror shall propose specific alternative language that would be acceptable to the County. General references to the Producer/Offeror's terms and conditions, or attempts at complete substitutions *are not* acceptable to the County and will result in disqualification of the Producer/Offeror's proposal. The Producer/Offeror shall provide a brief explanation of the purpose and impact, if any, of each proposed change, following by the specific proposed alternate wording.

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

15. **CONTRACT AMENDMENTS.** The County reserves the right to make changes or revisions to the scope of work as required during the term of the contract if it determines it to be necessary or desirable. No changes, revisions, modifications, or amendments of any of the terms or conditions of the contract specifications and requirements shall be valid unless reduced to writing by the County. Verbal discussions or agreements shall not bind the County.
16. **TERMINATION OF CONTRACT.** In the event of a breach on any provision of the Agreement, the County shall notify the Producer/Offeror of the fault within a reasonable time. The Producer/Offeror shall have ten (10) days to respond. If the Producer/Offeror fails to respond within ten (10) days and make arrangements satisfactory to the County, the County may immediately terminate the Agreement or take other steps, as it deems necessary.

The County may terminate the Agreement at any time, without penalty of any kind, by giving at least thirty (30) days written notice to the Producer/Offeror. The Agreement shall be subject to termination for non-funding pursuant to the Bateman Act, N.M.S.A. 1978 Section 6-6-11.

In addition, any contract awarded as a result of the Request For Proposal may be terminated if sufficient appropriations or authorizations do not exist. The County's decision concerning whether sufficient appropriations or authorizations exist will be final.

17. **SPECIFICATIONS.** It is the intent of the County to make this Request For Proposal in such a manner as to be open to all qualified Producer/Offerors. Any specification that tends to limit or eliminate a qualified Producer/Offeror shall be brought to the attention of the County not less than ten (10) days before the date when responses are due. Failure to bring such a matter to the attention of the County shall bar the Producer/Offeror from asserting a later claim in this regard.
18. **INDEMNITY.** The Producer/Offeror awarded the contract agrees, as material consideration for this Agreement, to defend, indemnify, and hold harmless the County, its Elected Officials, agents, and employees from and against any and all claims arising out of any asserted negligent act, error or omission of the Producer/Offeror, its officers,

directors, employees or agents or arising in any way from this agreement or the Producer/Offeror's activities hereunder. The indemnity agreed to in this paragraph shall not extend to liabilities, claims, damages, losses or expenses, including attorney fees arising out of: The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the County, or the agents or employees of the County, or the giving of or the failure to give directions or instructions by the County, or the agents or employees of the County, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

19. **LICENSING.** The Producer/Offeror awarded the contract shall possess a current license in the State of New Mexico, and shall obtain and hold such additional licenses as are reasonably required to accomplish his or her duties under this Agreement.
20. **STATUS OF PRODUCER/OFFEROR.** The successful Producer/Offeror and its officers, directors, agents and employees, are independent contractors performing services for the County and are not employees of the County. The Producer/Offeror and its officers, directors, agents and employees, shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County. The Producer/Offeror shall perform his/her obligations under this Contract as necessary and appropriate under all Federal, State, and local laws, codes, ordinances, rules, regulations, and standards applicable to this type of service. The County will not supervise the Producer/Offeror in the day-to-day performance of this Contract. **The PRODUCER acts on behalf of the COUNTY and not on behalf of the Insurer/Provider.**
21. **DISCRIMINATION / EQUAL EMPLOYMENT OPPORTUNITY / CIVIL RIGHTS.** The successful Producer/Offeror shall be an equal opportunity employer, and shall not discriminate with regard to race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental handicap or serious medical condition as specified in N.M.S.A. 1978, §§ 28-1-7 (as amended) in the performance of this contract. The successful Producer/Offeror agrees to abide by all Federal and State laws, rules, and regulations pertaining to equal employment opportunity, discrimination, and civil rights.
22. **NOTICE.** The New Mexico Procurement Code, N.M.S.A. 1978, §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
23. **TAXES.** The Producer/Offeror awarded the Contract shall be responsible for the payment of all federal, state, and local taxes on monies received pursuant to this Agreement.

The third party or successful Producer/Offeror is not considered the employer's agent for tax purposes. The successful Producer/Offeror will be responsible for all taxes due as a result of benefits paid to employees. The successful Producer/Offeror shall not transfer this liability to the County.
24. **ASSIGNMENT.** A Producer/Offeror shall not transfer, sell, assign, sublicense, pledge or otherwise dispose of in any way its interest in any contract which may result from this solicitation, or assign any claims for money due or to become due under any contract, without having first obtained the prior written consent of the County to do so. Any attempt by a Producer/Offeror to do any of the foregoing without such consent shall be null and void, and may result in disqualification of the Producer/Offeror or termination of any contract resulting from this solicitation. The County's consent to any of the foregoing shall not constitute consent to any other act, nor shall such consent relieve the Producer/Offeror from any of its duties to perform all agreements, covenants, and conditions set forth in this solicitation or any resulting contract. **Consent may not be unreasonably withheld.**
25. **RECORDS.** All records and documents are property of San Juan County and shall be returned to San Juan County upon termination of any contract.
26. **PERFORMANCE BOND.** The County reserves the right to require a performance bond from the Producer/Offeror awarded a contract if deemed to be in the best interest of the County. The bond shall be acquired and paid for by the Producer/Offeror and shall be in form satisfactory to the County.
27. **CODES LAWS / REGULATIONS.** The successful Producer/Offeror shall be properly licensed and shall meet and comply with all applicable Federal, State, and local government codes, laws, regulations, and requirements

in the performance of the work described herein.

- 28. INSURANCE.** The successful Producer/Offeror is required to carry and maintain, during the period of the contract, adequate insurance from a reputable insurance company or companies with a Best Rating of A, or better, licensed to do business in the State of New Mexico and admitted by the Department of Insurance in the State of New Mexico. At a minimum, each Producer/Offeror must carry comprehensive general liability of \$1,000,000 per occurrence, 3,000,000 aggregate; Medical/malpractice /professional liability of \$1,000,000 per occurrence, \$5,000,000 aggregate, and \$10,000,000 excess liability insurance.

Each Producer/Offeror is asked to submit a Certificate of Insurance, commensurate with the above requirements, along with their proposal Offer. The County shall be named as an Additional Insured on the General Liability policy required by this section.

CONTENTS OF PROPOSAL OFFER

The proposal Offer submitted by the Producer/Offeror shall, at a minimum, contain the following:

To be considered for award of a contract pursuant to this Request for Proposal, each proposal Offer shall contain the materials required herein, a response to the specifications and requirements and other items identified in the Evaluation/Award section, and shall comply with the format described. Failure to provide required documentation and information as requested may result in rejection of the Producer/Offeror's Proposal.

PROPOSAL FORMAT/CONTENTS.

The proposal must be organized and sectioned in the following format and must contain, **at a minimum**, all listed items in the sequence indicated. There is no page limit.

SECTION 1. TRANSMITTAL / COVER LETTER.

- A. IDENTIFY THE PRODUCER/OFFEROR AND CONTACT PERSON. Producer/Offeror shall identify the organization submitting the proposal, and shall further identify its organizational structure (e.g. sole proprietorship, corporation, etc.), whether the organization is authorized to do business in the State of New Mexico, and where the organization is based, where its principal place of business is located and, if a corporation, where it is incorporated. Producer/Offerors shall include the names, titles and telephone numbers of persons whom the County may contact for clarification or further information.
- B. BIND THE PRODUCER/OFFEROR. Each Producer/Offeror shall identify, by title and/or position, the person authorized by the organization to enter into a Contract with the County. That person shall sign the proposal. If written authority exists (such as corporate minutes), a copy of that document shall be attached. The Proposal shall bind the organization to complete the work described in the Request for Proposal.
- C. ACCEPTANCE OF TERMS. Each Proposal shall explicitly indicate the organization's acceptance of the additional terms and conditions set forth in this Request for Proposal. If the organization proposes alternative terms and conditions, it shall set each out with specificity in its Proposal. The County will not be obligated to accept any such terms and conditions and may consider submission of it to be an exception.

SECTION 2. REQUIRED FORMS.

The following forms are required and must be signed by an authorized representative, when applicable.

- A. Proposal of Producer/Offeror Form. Each Producer/Offeror shall acknowledge receipt and acceptance of any and all addendums.
- B. Cost Proposal Form(s)
- C. Current Certificate of Insurance.
- D. Campaign Contributions Disclosure Form.
- E. New Mexico Resident Business/Veterans Certificate.

SECTION 3. RESPONSE TO SCOPE OF SERVICES.

Each Proposal shall provide a written response to each specification and requirement. If a Producer/Offeror is unable to provide an item, which is required by the specifications, it shall take written exception to the specification.

SECTION 4. REFERENCES.

Provide a list of three (3) clients (i.e., clients to whom the same type of services have been provided to in a similar environment and/or facilities, along with each client's contact person(s) and telephone number(s). The County reserves the right to contact references/clients for verification and pertinent information.

SECTION 5. CUSTOMER SERVICE/ADDITIONAL SERVICES.

Each Producer/Offeror shall provide information relative to their ability to provide customer service and account representation, as well as an overview of any additional services such as on-site or off-site training and seminars, software applications, safety inspections, cost containment practices, and organizational/risk management tools, etc.)

SECTION 6. QUALIFICATIONS OF PRINCIPAL PERSONNEL.

Background, qualifications, education, training and years of experience of key personnel to be involved in these services shall be included. Identify special skills or strengths of key personnel. Included qualifications for any subcontractor the Producer/Offeror has indicated to be part of this Response to Proposal. Include all areas of work that is to be performed by the subcontractor(s).

SECTION 7. ADDITIONAL PROPOSAL CONTENT

- Producer/Offerors are encouraged to thoroughly describe any other consulting or value-added services they feel that may contribute to the success of the project.
- Ability to ensure appropriate coverage
- Conflict of Interest – Any current relationships of the Provider/Offeror or its staff/employees with San Juan County, its Board of County Commissioners, Administrative Staff and/or employees.
- Exceptions to the general provisions of this document; concerns, objections etc.
- Access to Insurance Markets – Provide a list in order of preference from most to least preferred of the insurance markets you would seek to access on behalf of San Juan County. Coverage bound with one Insurer/Provider for all lines of coverage is preferred and will be given greater consideration.

SECTION 8. COST PROPOSAL.

Each Producer/Offeror shall provide a cost proposal (Rates/Fees) with their Offer. In addition to any Producer Fee the Producer/offeror must disclose in full all other compensation. Producers/Offerors may propose compensation in the form of Standard Commission by line/type, Fee Based – fee for services, or a combination thereof.

Pricing must include a FULL COMPENSATION DISCLOSURE STATEMENT, including, but not limited to:

- 1) Commissions by coverage line/type – Producer will disclose and remit all compensation (contingency fees, commissions or any other form) received by the Producer as a result of coverage placed on behalf of the County
- 2) Fee Base – Fee for Services – By Services (including, but not limited to):
 - a. Policy placement
 - b. Loss control
 - c. Safety programs
 - d. Claims management personnel
 - e. Policy and contract review services
 - f. Statistical reporting and benchmarking
 - g. Inspections
 - h. Audits

- i. Inventories
- j. Training
- 3) Producer Fee
- 4) Contingent/Incentive Commissions – Producer will provide a detailed explanation of any ancillary services which are not included in the fees above.

If the insurance premium cannot be reduced by the commission amount, the commission is paid to the Producer and the Producer fee will be reduced by the commission amount.

San Juan County/SJC BoCC retains the right to negotiate the Commission Schedule, or other compensation payable to the broker in connection with this engagement.

SECTION 9. IN-STATE RESIDENT PREFERENCE.

Pursuant to section 13-1-21 NMSA 1978, to be considered for the 5% resident preference, the Producer/Offeror shall include its in-state resident preference number and a copy of the Certificate provided to it by the New Mexico Taxation and Revenue Department.

All Producers/Offerors/Contractors may apply for a Resident Business Preference number with the State of New Mexico Taxation and Revenue Department. For questions, please call the New Mexico Taxation and Revenue Department at 505-827-0951.

SECTION 10. RESIDENT VETERANS PREFERENCE.

Pursuant to Sections 13-1-21 and 13-1-22 NMSA 1978, to be eligible for the 10% resident veterans preference, the Producer/Offeror shall include a copy of the resident veterans preference Certificate provided to the Producer/Offeror by the New Mexico Taxation and Revenue Department. This preference is separate from the in-state preference and is not cumulative with that preference.

All Producer/Offerors/Contractors may apply for a Resident Veterans Preference Number with the State of New Mexico Taxation and Revenue Department. For questions, please call the New Mexico Taxation and Revenue Department at 505-827-0951.

CRITERIA.

POINTS.

New Mexico Business/Veterans Preference

+10% of Total Points

Points will be awarded based on Producer/Offerors ability to provide a copy of a current Resident Business Certificate or Resident Veterans Certificate.

INSURANCE PRODUCER

INTRODUCTION/SCOPE OF SERVICES

The County of San Juan (hereafter "the County"), New Mexico, is soliciting proposals from qualified Producers/Offerors for the purpose of obtaining Property and Casualty insurance coverage for San Juan County. The Producer/Offeror and Company selected for award under this Request for Proposals must be technically knowledgeable, and able to meet and competently provide a range of services. Such services may include the placement of insurance, loss control, and other services which may be appropriate or necessary.

SPECIFICATIONS AND REQUIREMENTS

The Producer's/Offeror's Proposal must be as specific as possible and address the following specifications and requirements:

DO NOT APPROACH ANY INSURERS ON OUR BEHALF AND PRODUCER/OFFERORS ARE NOT TO RESPOND TO THIS RFP BY PROVIDING INSURANCE QUOTATIONS. CONTACT WITH CARRIERS FOR THE PURPOSE OF PREPARING PROPOSALS WILL RESULT IN IMMEDIATE DISQUALIFICATION OF PROPOSAL. YOU MAY CONTACT COMPANIES FOR THE PURPOSE OF CONFIRMING AVAILABILITY OF COVERAGE.

CONTRACT TERM

The primary term of the Contract shall become effective on November 31, 2021 ending November 30, 2022. This Contract may, upon mutual agreement of the parties, be renewed for up to three (3) additional one-year terms. The successful Producer/Offeror will market the County's expiring insurance coverages for the policy renewal date of March 31, 2022. Insurance coverage proposals will be submitted no later than January 30, 2022. The primary term and all one-year renewal options shall not exceed four years (Section 13-1-150 NMSA)

INITIAL PRODUCER CONTRACT TERM:

November 31, 2021 – November 30, 2022

POLICY TERM:

March 31, 2022 – March 31, 2023

POLICY/CONTRACT RENEWAL TERMS:

March 31 – March 31

RENEWAL TERMS / PREMIUM ADJUSTMENTS

The Producer/Offeror must provide the proposed premium rate for the forthcoming year no later than sixty (60) days prior to the expiration date, March 31, 2022, of the current policy.

Any individual policy may be renewed at the County's option, without requiring renewal of the other policies contracted as a result of this Request for Proposal.

NAME INSURED CLAUSE:

San Juan County

MAILING ADDRESS

100 S. Oliver Drive
Aztec, New Mexico 87410

CONTACT FOR LOSS CONTROL, INSPECTIONS, AUDITS, CLAIMS:

Cynthia Singleton Phone: 505-334-4509

SCOPE OF SERVICES

The successful Producer/Offeror must provide, at a minimum, the following insurance brokerage services for the insurance coverages the Producer is to provide and they must possess and keep in force all licenses and permits required to perform the services listed herein, but which are not limited to, the following:

- A. Develop specifications for the insurance program and market the program for coverage when instructed to do so by the County, including completion of all applications, documents and gathering data which may be requested by insurance companies.
- B. Analyze proposals received from various insurance companies and other parties, negotiate changes for the benefit of the County and verify the reasonableness of the price for the coverage provided. Make recommendations to the County as to the most advantageous insurance program providing the highest level of coverage at the best possible price to meet the County's needs and objectives.
- C. Assure that all insurance policies are in place with reputable and financially responsible insurers (based on insurance rating among other criteria), including keeping the County informed of any changes in rating of the insurers and making recommendations should ratings change during the policy term and that the coverage provided is the coverage sought by the county.
- D. Provide the County with a summary of various insurance program options, including but not limited to: limits, coverages, retention levels, terms, conditions, payment options and self-insurance.
- E. Provide analysis and recommendations as to the most cost effective means for addressing the County's potential risks.
- F. When instructed to do so by the County, administer the placement of coverage and provide original binders, policies and endorsements in a timely manner to designated staff.
- G. Provide extensive review of binders and policies including verification of conformity to specifications. Request any necessary endorsements/changes/revisions that may be required.
- H. Assure all coverages in place and apprise insured of any/all exclusions and potential exposures.
- I. Continually evaluate the insurance program and recommend coverage changes and improvements to provide the highest level of coverage at the least possible cost to the County. Oversee and coordinate all relevant services performed by insurance companies/underwriters or any service agencies.
- J. Perform administrative and clerical services relative to account management, including but not limited to, issuance of certificates of insurance, endorsements, and verification of the accuracy of bills, audits and all premium adjustments.
- K. Submit all premiums/payments to carriers and other parties with confirmation to the County that payments have been made and in a timely manner. All payments/premiums will be made to the selected Producer.
- L. Assign an Account Manager for administration of the Agreement who will be responsible for communication with the County and who, along with any other team members assigned, must be available on a daily basis to the County for advice and consultation on insurance program related issues and concerns.
- M. Review any related insurance company audits for accuracy.
- N. Review various insurance publications and provide the County with copies of articles applicable to public entity insurance issues.
- O. Provide the County with public entity market trends on a regular basis.
- P. Evaluate all properties and recommend any changes to current values.
- Q. Review loss runs quarterly, provide copies of the loss runs to the County and advise of any anticipated problems.
- R. Review and evaluate claims' reserves and communicate with the County any concerns regarding reserves and loss ratios that may impact future premium rates.
- S. Coordinate (at a minimum) annual claims reviews with the County and a representative of the provider/carriers risk assessment team, claims handler(s) and underwriter.
- T. Assist Board's staff with design and implementation of a Loss Prevention Program including review of open claims and trends with respect to loss control.
- U. Consult with the County regarding the proposed claims counsel the insurance/provider plans to use with any claim. Insurer/Provider shall allow insured (County) participation in recommendation/selection of defense counsel. Any attorney recommended for defense by insured will be required to submit their resume to the insurer/provider for review and approval. Greater consideration will be given to insurer/provider who will permit the insured participation in the selection of defense counsel.

V. Coverage bound with one insurer/provider is preferred and will be given greater consideration.

Alternate Services:

The Producer may propose additional services that Producer believes may be beneficial to the Board. The Board reserves the right to evaluate such proposed additional services on a case by case basis and to negotiate proposed costs for any such services if it is determined they should be provided.

COVERAGE

A. IN GENERAL: INSURANCE COVERAGE FOR SAN JUAN COUNTY, NEW MEXICO

The Producer/Offeror must be able to place both Liability and Property insurance on lines of coverage including but not limited to:

- 1) Property Coverage – Blanket - co-insurance (none)
- 2) Inland Marine Coverage - Schedule
- 3) Equipment Breakdown Coverage - Schedule
- 4) Computer Coverage - Schedule
- 5) Commercial Automobile Liability Coverage – Schedule – Uninsured/Underinsured waiver
- 6) Commercial Automobile Physical Damage – Value over \$50K
- 7) General Liability Coverage - Occurrence
- 8) Employee Benefit Plans Liability Coverage – Claims Made
- 9) Public Entity Employment Practices Liability Coverage – Claims Made
- 10) Public Entity Management Liability Coverage – Claims Made
- 11) Law Enforcement Liability Coverage – (including Detention/Jail operations) – Occurrence
- 12) Sexual Abuse/Molestation Coverage – (including but not limited to Law Enforcement and Detention/Jail facility employees) – Occurrence
 - a. Insurer/Provider shall offer Sexual Abuse/Molestation coverage WITHOUT EXCLUSION for CRIMINAL ACTS, including but not limited to Law Enforcement and Detention/Jail employees, if available. Greater consideration may be given during evaluation to Insurer/Provider able to offer Sexual Abuse/Molestation Coverage without Criminal Acts Exclusions; also dependent upon cost/premium.
- 13) Crime Coverage - Occurrence
- 14) Cyber Crime Coverage – Claims Made
- 15) Umbrella Liability Coverage – 9 Million required (including Civil Rights Liability) - Occurrence
- 16) Any other coverage required to be consistent with the New Mexico Tort Claims Act, the New Mexico Civil Rights Act and/or any other relevant enacted legislation affecting liability

B. DEMOGRAPHICS - OVERVIEW OF COUNTY SERVICES AND OPERATIONS

San Juan County, New Mexico is located in the Northwest Corner of New Mexico. Colorado, Utah and

Arizona border the area. This is the only place in the Country where 4 states come together. San Juan County covers about 5500 square miles of area.

There are 4 incorporated cities in the County. Farmington, Aztec, Bloomfield and Kirtland. Aztec is the county seat. The cities of Farmington, Aztec and Bloomfield provide police and emergency services for the city areas. The County provides services for the unincorporated areas.

Population:

Total County population – 2020 Census – 123,958

Employees:

Total Number of Employees:

Commissioners – 5

Elected – 5

Appointed – 4

Full-Time – 580

Grant Funded – 19

Interns – 3

Part-Time Regular – 3

Part-Time Temporary – 6

Seasonal – 10

Temporary – 7

Total – 642

Total Payroll (Wages/Benefits):

FY 2020 – 2021 Payroll Wages = \$34,585,393 and Benefits = \$11,714,100

Safety/loss Control Programs:

The County employs a full time Risk Manager and an Employee Development Safety & Compliance Manager. The County has various loss control programs in place. The County has a safety committee comprised of employees from each department. And departments such as the Sheriff, Detention Center, Public Works, each have their own safety/loss control programs.

Law Enforcement Accreditations/Compliance Programs:

San Juan County Sheriff's Office is currently enrolled/participating in the New Mexico Law Enforcement Professional Standards Council (NMLEPSC) Accreditation Program, currently awaiting Recognition and anticipate obtaining Recognition within a year.

Maintenance of Owned Properties:

The County's Parks & Facilities Department is in charge of inspecting and maintaining all owned properties.

Sexual Harassment Policy/ADA Policy:

The County has procedures and policies in place to prevent and report Sexual Harassment claims and to comply with the Americans with Disabilities Act.

Health Insurance Portability and Accountability Act

The County has procedures and policies in place to protect healthcare information in compliance under the Health Insurance Portability and Accountability Act., including Cyber security for all electronically filed health records.

FIRE OPERATIONS (FO) AND OFFICE OF EMERGENCY MANAGEMENT (OEM):

- **FO** - Number of EMT's: 76 EMTs, EMT-Intermediate and Paramedics – Not Paid. Sub-Contracted Training is provided by state licensed instructors, San Juan College, and the State EMS Academy provides certification.

- **FO** - Number of EMS First Responders: 28 EMRs
- **FO** - Approximate Number of annual calls/ EMT / EMS: 4403 EMS related calls
- **OEM** – Approximately number of Support Calls per year; Emergency Management situation specific: 20-30
- **FO** - Number of Volunteer Fire Fighters: 220
- **OEM** – Volunteer Ham Radio Operators: 15
- **FO** - Number of paid Fire Fighters: 14
- **FO** - Approximate Number of Annual Calls/Fire:

MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	872	10.67%
Overpressure rupture, explosion, overhear - no fire	1	0.01%
Rescue & Emergency Medical Service	4403	53.89%
Hazardous Condition (No Fire)	216	2.64%
Service Call	531	6.5%
Good Intent Call	2007	24.56%
False Alarm & False Call	125	1.53%
Severe Weather & Natural Disaster	2	0.02%
Special Incident Type	14	0.17%
TOTAL	8171	100%

- **OEM** – Approximately number of Support Calls per year: 20-30
- **FO** - Training is provided in-house with meetings at least once a month. Other training is provided through County Fire Department, San Juan College, State Fire Academy and Regional Schools.
- **OEM** – Applicable State and Homeland Security Training annually. Comply with all required training to maintain certifications
- **FO** - Total Square Footage of Firehouses: 22 Fire Stations average 7,500 Sq. ft. plus apron – 4 Fire Stations average 10,000 Sq. ft. plus apron + Fire Operations Center and Pepsi facility totaling approximately 230,000
- **OEM** – Shares Office Space in Fire Operations Center
- **FO/OEM** - Total radius of service provided is 3,800 square miles.

ADULT DETENTION CENTER

The Adult Detention Center follows and complies with the New Mexico Adult Detention Professional Standards and has an accreditation supported by the NM Counties.

JUVENILE DETENTION CENTER

The County provides a secure and structured setting for juveniles ages twelve (12) to eighteen (18), with separate housing units for males and females, as well as a fully staffed medical unit providing crisis rooms, observation rooms, and isolation room which is used for contagious disease control. Average length of stay in secure detention is 18.7 days. Education is provided for all juveniles through a partnership with the Farmington Municipal School District. Facility programming consists life skills, experiential learning, psychoeducational groups, horticulture, and a Kids for Canines dog training program.

ALTERNATIVE SENTENCING (AXIS SUBSTANCE ABUSE AND DWI ALTERNATIVE SENTENCING INPATIENT PROGRAMS)

The San Juan County AXIS and DWI Detention, Treatment, & Aftercare Programs combine incarceration, treatment, and aftercare to form a unique structured recovery environment. Both AXIS and DWI Programs share a minimum-security jail campus. The DWI inpatient substance abuse treatment is a 28-day program open to male and female offenders who are provided 24-hour structure, accountability and support with an opportunity to develop and practice group living skills while receiving empirically supported treatment protocols. Intensive case management begins at the time of referral and continues for up to twelve months into the outpatient / aftercare phase. The AXIS 60-day inpatient substance abuse treatment program services is currently limited to females only. The treatment strategy, sensitive to the engagement level and ability of the clients, includes individual & group therapy, life skills, substance abuse & health education, 12-Step programs, family programming, parenting skills, and Job Club.

MCGEE PARK/FAIRGROUNDS

The McGee Park facilities are available for use by residents and other businesses. The facilities are rented for the Fair, Carnivals, Concerts, Riding, Weddings, Model Train Groups, and various other club meetings. Renting of McGee Park facilities requires proof of liability insurance with limits of at least \$1,000,000.00, or as assessed by Risk/Legal as appropriate for the event.

The San Juan County Fair is conducted each August. During the Fair, and during the weeks before and after the Fair, the McGee Park Fairgrounds are under lease to the San Juan County Fair Association, who maintains liability insurance on the premises during that period. The County assists the Fair Association by providing County employees to assist Fair personnel with the premises during the Fair.

PUBLIC WORKS / STREETS, ROADS, BRIDGES

San Juan County Public Works Department maintains approximately 749 miles of road and 19 bridges in San Juan County. Of the approximate 749 miles of road, approx. 233 miles are paved and approx. 516 miles are unpaved roads. The county is also responsible for 19 bridges. The Street and Road Department (Public Works Department) has an annual payroll of \$3,623,926.00. They have a regular program for inspection and repair of the streets, roads, bridges and road signs. The turn-around time for routing repairs is generally no longer than 10 working days. Written records are kept of all work. Bridges are inspected annually by the State of New Mexico by certified Bridge Inspectors.

San Juan County Public Works Department operates 12 transfer/Solid Waste Dump Stations averaging 200,000 vehicles visiting the transfer stations annually. The County offers a property clean-up program to qualified applicants.

San Juan County Public Works Department operates Vector Control services, testing and spraying annually for mosquito control; prairie dog and gopher control efforts; sprays herbicides to control noxious weeds.

SUB-CONTRACTORS:

The County requires Certificates of Insurance from all Sub-Contractors hired by the County. The limits of coverage vary depending on the type of work performed, but generally they require a limit of \$1,000,000.00

EVALUATION / AWARD

Responsive proposals will be evaluated in the following manner. Any proposal that is incomplete or deficient may be rejected before evaluation. Failure of a Producer/Offeror to respond to criteria set forth in this RFP document may result in a score of Zero (0).

Producers/Offerors may be required by the County to provide on-site presentations of their proposals and make best and final offer to assist in the evaluation process. The County may decline any specific coverage contained in the proposal. All expenses associated with such presentations are the sole responsibility of the Producer/Offeror.

A. EVALUATION COMMITTEE:

Each accepted responsive proposal shall be evaluated by an Evaluation Committee comprised of San Juan County personnel, representatives appointed by the Central Purchasing Office, or a combination thereof.

B. EVALUATION CRITERIA:

The Evaluation Committee shall evaluate each responsive proposal according to the following criteria/points:

CRITERIA:	POINTS:
Cost of Service	350
Ability to provide requested services:	300
- Offerors must demonstrate the ability to carry out the proposal requirements identified in this RFP.	
- Offerors must identify and describe their availability for round-the-clock response.	
- Offerors demonstrate ease of contact during the term of the contract.	
Additional Services:	200
- Personalized Plans	
- Offerors must identify their ability for involvement in presentations to commission meetings and upper management.	
- Offeror must identify ways for Innovative ideas for risk and cost minimalization.	
- Additional complimentary services which may include but not limited to the following, on-site or off-site training/seminars, software or other online applications, safety inspections, cost containment practices, risk management tools, organizational tools, etc.	
Experience with comparable clients:	100
- The Offeror has a variety of experience in performing services similar to those listed in this RFP. Experience working with government entities similar to San Juan County.	
Completeness of RFP	50
Up to Additional 100 points to be added for In State and/or Veterans Preference	100
TOTAL	1100

C. COMMITTEE'S RECOMMENDATION:

The Evaluation Committee shall rank each responsive proposal according to the numerical score achieved by the Producer/Offeror after evaluation according to the criteria. A responsive proposal from the most highly ranked Producer/Offeror will be recommended to the Board Of County Commissioners or its delegate for further consideration. Final recommendations shall not be made until on-site presentations have been completed.

D. INVESTIGATIONS:

The County may, at its option, contact a given Producer/Offeror for clarification of its proposal or for additional information. The Producer/Offeror(s) SHALL NOT initiate discussions with the County. The County may make such investigations as necessary to determine the ability of the Producer/Offeror to meet the specifications and adhere to the terms and conditions set forth within this Request For Proposals and in the accompanying documents. The County will reject the proposal of any Producer/Offeror who is not a "responsible Producer/Offeror" as that term is defined in N.M.S.A. 1978 13-1-83.

E. RIGHT TO DISCONTINUE PROCUREMENT:

The County reserves the right to waive minor irregularities in an Producer/Offeror's proposal. The County also reserves the right to waive mandatory requirement(s) so long as all responding vendors fail to meet the mandatory requirement(s) and the failure to do so does not otherwise materially affect the procurement. The County reserves the right to cancel this Request For Proposals at any time, and to reject any or all proposals, or otherwise to proceed in the best interests of the County. This Request For Proposals in no manner obligates the County or any of its agencies to the eventual purchase of any product or service, whether explicitly described or implied herein, until confirmed by a written contract and/or Purchase Order.

QUESTIONS / SUGGESTIONS:

Questions and/or suggestions concerning this Request for Proposal shall be submitted in writing no later than ten (10) days prior to the Proposal Closing Date and shall be directed to:

Jaime Jones, Contract Analyst
Phone: (505) 334-4548
Email address: jjones@sjcounty.net

PRODUCER/OFFERORS ARE SPECIFICALLY NOTIFIED THAT ANY ATTEMPT TO CONTACT ANY PERSON OTHER THAN THE PARTY LISTED ABOVE CONCERNING THIS PROCUREMENT SHALL BE CAUSE TO REJECT SAID RESPONDENT(S) FROM FURTHER CONSIDERATION.

NOTE: Information provided in this Request for Proposals shall only be used for the purpose of submitting a Proposal Offer to the County and shall not be used, released, or disclosed for any other purpose or use.

PROPOSAL OF OFFEROR FORM
(THIS FORM MUST BE COMPLETED BY ALL PRODUCER/OFFERORS)

The following proposal is made for furnishing the following service for San Juan County, New Mexico.

Insurance Producer, RFP 21-22-05

The undersigned declares that the amount and nature of the service to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this Proposal, and that the undersigned Producer/Offeror has read and understands the specifications and conditions of the Proposal, and has full authority to bind the Producer/Offeror.

The undersigned, in submitting this proposal, represents that the Producer/Offeror is an equal opportunity employer, and will not discriminate with regard to race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental handicap or serious medical condition as specified in N.M.S.A. 1978, §§ 28-1-7 (as amended) in the performance of this contract.

The undersigned hereby proposes to perform necessary professional services upon the conditions stated in this proposal after notice of award and execution of a contract.

The rates/fees contained in our proposal are valid for ninety (90) days from the opening of the proposals unless otherwise stated here.

- If applicable, acknowledges receipt of the following Amendments(s):

Amendment No: _____ Date: _____ Amendment No: _____ Date: _____

Amendment No: _____ Date: _____ Amendment No: _____ Date: _____

By (Individual authorized to contractually bind the Producer/Offeror):

(Printed Name)

(Signature)

(Title)

(Date)

(Producer/Offeror Name)

(Street Address)

(City, State & Zip Code)

(Phone No.)

(E-Mail Address)

PRODUCER/OFFERORS MUST PROVIDE ANSWERS FOR ALL QUESTIONS ON THIS FORM. PLEASE DO NOT REFERENCE ANOTHER SECTION OF THE PROPOSAL FOR YOUR RESPONSE.



John Beckstead, Chairman
Terri Fortner, Commission Pro-Tem
GloJean Todacheene, Commissioner
Michael Sullivan, Commissioner
Steve Lanier, Commissioner

Shane Ferrari, Sheriff
Tanya Shelby, Clerk
Carol Taulbee, Treasurer
Jimmy Voita, Assessor

SAN JUAN COUNTY
100 South Oliver Drive
Aztec, NM 87410-2432

January, 2021

ATTN: SAN JUAN COUNTY CONTRACTORS

Subject: Campaign Contribution Disclosure Law

To whom it may concern:

Effective May 17, 2006, state legislation requires that any prospective contractor seeking to enter in to a contract with San Juan County, must file a Campaign Contribution Disclosure Form (copy enclosed) with the County. Campaign Contribution Disclosure Forms will be required for **each** Request for Proposal submitted, sole source award, or small purchase professional service contract with San Juan County.

The Campaign Contribution Disclosure Form must be filed by any prospective contractor whether or not they, their family member, or their representative has made any contributions exceeding two hundred and fifty dollars (\$250), to an applicable state or local public official **prior** to execution of a contract. Campaign contributions made during the two (2) years prior to the date on which the contractor submits a proposal, or in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, requires the filing of a Campaign Contributions Disclosure Form if the campaign contribution amount exceeded \$250.

A prospective contractor, 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. Applicable local public officials for San Juan County are listed above.

Failure to timely complete and return the Campaign Contribution Disclosure Form may delay or prevent business transactions with San Juan County. Should you or a family member, as defined in the Campaign Contribution Disclosure Form, make a future campaign contribution exceeding the \$250 threshold, a Campaign Contribution Disclosure Form must be completed and returned to San Juan County's Central Purchasing Office located at 213 South Oliver Drive, Aztec, New Mexico 87410.

Please contact the Office of Central Purchasing at (505) 334-4551, Monday-Thursday, 7:00 a.m. to 5:30 p.m., should you have any questions or concerns.

Sincerely,

Diana Chapman
Chief Procurement Officer

Enclosure

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2011), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

Business Name

--OR--

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

Signature

Date

Title (Position)

Business Name