



Date: June 27, 2025

To: Buckman Direct Diversion Board

Via: Bradley Prada, BDD Facilities Manager

From: Samantha Secrist, BDD Accounting Supervisor  
Kurt Traverse, BDD Accounting Support

Re: Contract with Daniels Insurance, Inc.

### ITEM:

Request for approval of a one-year Professional Services Agreement (PSA) with Daniels Insurance, Inc. to continue the Buckman Direct Diversion (BDD) insurance coverage services through Fiscal Year 2026 and increase compensation in an amount up to \$241,421.39 plus applicable NMGRS.

1. Request for approval of PSA with Daniels Insurance, Inc.
2. Request for authorization of a Budget Amendment Resolution (BAR) in Fiscal Year 2026 for the expense of the insurance quotes beyond the estimate in the budget adopted by the BDD Board (BAR attached).

### BACKGROUND:

Under the *Joint Powers Agreement*, section 23, the Board is required to maintain insurance coverage separate and independent from the various partners' respective policies.

In June 2021, the BDDDB entered into a four-year agreement with Daniels Insurance, Inc. to serve as its Agent/Broker of Record, facilitating insurance services encompassing fire and extended insurance coverage for all BDD buildings, structures, and occurrence-based coverages. That contract expires June 30, 2025, and BDD has not yet completed an extensive RFP for a new long-term contract to provide insurance services; therefore, BDD has requested a short-term extension of coverage with its existing provider.

The contracted policy of \$241,421.39 for FY26 necessitates an increase in BDD's budget of \$85,958.00 to be funded by partner reimbursements as detailed in the attached BAR.

### ACTION REQUESTED:

Staff recommend approval of the PSA with Daniels Insurance, Inc., and approval of the associated BAR.

BU/OB: Insurance Premiums / Services 8000801.555860/510300 PL Code: BDD9000 BDD Board

### **Approval:**

Approved by BDDDB June \_\_\_\_, 2025

---

Commissioner Justin Greene, BDDDB Chair



Log # {Finance use <u>only</u> }	
Journal # {Finance use <u>only</u> }	

## City of Santa Fe, New Mexico BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME Buckman Direct Diversion (BDD) / PUD	DATE 6/27/2025
--	-------------------

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<b>EXPENDITURES</b>				<i>{enter as <u>positive</u> #}</i>	<i>{enter as <u>negative</u> #}</i>
Misc Insurance Premiums	8000801	555860		94,458	
Professional Contracts (broker fee)	8000801	510300		(8,500)	

<b>REVENUES</b>				<i>{enter as <u>negative</u> #}</i>	<i>{enter as <u>positive</u> #}</i>
City of Santa Fe (Project-Wide allocation)	8000801	491350		(60,677)	
Santa Fe County (Project-Wide allocation)	8000801	491010		(21,490)	
The Club at Las Campanas (Project-Wide allocation)	8000801	439332		(3,791)	

**JUSTIFICATION:** *(use additional page if needed)*  
*--Attach supporting documentation/memo*

To increase BDD FY26 operating budget and partner revenue allocation accounts to support an increase in insurance premiums and broker fees. BDD's previous four-year contract with Daniels Insurance expired and the new quote received in June 2025 was greater than estimated.

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
<b>TOTAL:</b>	<b>0</b>

Kurt Traverse	6/27/2025	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	
Prepared By <i>{print name}</i>	Date	<b>CITY COUNCIL APPROVAL</b>  City Council Approval Date: <input style="width: 100px; height: 20px;" type="text"/>  Agenda Item #: <input style="width: 100px; height: 20px;" type="text"/>	Budget Officer <span style="float: right;">Date</span>
Division Director Signature <i>{optional}</i>	Date		Finance Director <i>{≤ \$5,000}</i> <span style="float: right;">Date</span>
Department Director Signature	Date		City Manager <i>{≤ \$60,000}</i> <span style="float: right;">Date</span>

BUCKMAN DIRECT DIVERSION BOARD  
PROFESSIONAL SERVICES CONTRACT  
PROPERTY & CASUALTY INSURANCE  
BROKER/AGENT OR RECORD

THIS CONTRACT is made and entered into by and between the Buckman Direct Diversion Board (BDDDB) and **Daniels Insurance Inc.**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below.

**RECITALS**

**WHEREAS**, the Chief Procurement Officer of the City has made the determination that this Contract is in accordance with the provisions of NMSA 1978, Sections 13-1-28 through 13-1-199 pursuant to NMSA 1978, Section 13-1-129, Statewide; and

**WHEREAS**, the Contractor is one of such requisite qualifications and is willing to engage with the BDDDB for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor, understanding and consenting to the foregoing, is willing to render such professional services as outlined in the Contract; and

The BDDDB and the Contractor hereby agree as follows:

**1. Scope of Work**

The Contractor shall provide the following services for the BDDDB as follows:

- Contractor will provide timely and unbiased information regarding the most advantageous insurance markets from the standpoint of costs, services, and financial stability.
- Contractor will assist in the preparation of underwriting data required by insurers.
- Contractor will market insurance policies requested by BDDDB and present all reasonable offers in a timely manner with the recommendation of the contractor.
- Contractor will place all overage as approved by BDDDB.
- Contractor will verify the accuracy and adequacy of all policies, including their endorsement and invoices.
- Contractor will, when possible, provide coverage and cost proposals 60 days before inception or renewal.
- Contractor will provide consultation and brokerage services to assist BDDDB.

**2. Standard of Performance; Licenses**

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Insurance Broker for BDDDB, as set forth in this Contract. The Contractor represents that

Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

### 3. Compensation

Contractor will not be paid by BDDDB for its services as Insurance Broker. Contractor will be compensated by the commissions it receives from each insurer with the general cap of 8% of premium cost, unless otherwise agreed in writing by BDDDB.

### 4. Term

The period of performance of this Contract shall commence on July 1, 2025 and terminate on June 30, 2026.

### 5. Termination

A. Grounds. The BDDDB may terminate this Contract for convenience or cause. The Contractor may only terminate this Contract based upon the BDDDB's uncured, material breach of this Contract.

B. Notice; BDDDB Opportunity to Cure.

i) The BDDDB shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

ii) Contractor shall give BDDDB written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the BDDDB's material breaches of this Contract upon which the termination is based and (ii) state what the BDDDB must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the BDDDB does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the BDDDB does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

iii) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the BDDDB; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the BDDDB; or (iii) the Contract is terminated pursuant to Paragraph 6, "Appropriations", of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the BDDDB's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE BDDDB'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.

### 6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the BDDDB to the Contractor. The BDDDB's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the BDDDB proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

## **7. Status of Contractor**

The Contractor and its agents and employees are independent contractors performing professional services for the BDDDB and are not employees of the BDDDB. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of BDDDB vehicles, or any other benefits afforded to employees of the BDDDB as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the BDDDB unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

## **8. Assignment**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the BDDDB.

## **9. Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the BDDDB. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the BDDDB.

## **10. Release**

Final payment of the amounts due under this Contract shall operate as a release of the BDDDB, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

## **11. Confidentiality**

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

## **12. Product of Service – Copyright**

All materials developed or acquired by the Contractor under this Contract shall become the property of the BDDDB and shall be delivered to the BDDDB no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

### **13. Conflict of Interest; Governmental Conduct Act**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16.

C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the BDDB relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the BDDB if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the BDDB and notwithstanding anything in the Contract to the contrary, the BDDB may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

### **14. Amendment**

A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the BDDB proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

### **15. Entire Agreement**

This Contract, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Contract, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

### **16. Merger**

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

This Contract is issued against the state or agency Master Agreement, established and maintained by Lea County Contract#3 24-25, and through this language hereby incorporates this Contract by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

**17. Penalties for violation of law**

NMSA 1978, Sections 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.

**18. Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe BDDDB Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

**19. Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

**20. Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the BDDDB.

**21. Professional Liability Insurance**

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the BDDDB with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

## **22. Other Insurance**

If the services contemplated under this Contract will be performed on or in BDDB facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the BDDB as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the BDDB of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract and name the BDDB as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

## **23. Records and Financial Audit**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the BDDB. The BDDB shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the BDDB to recover excessive or illegal payments.

## **24. Indemnification**

The Contractor shall defend, indemnify and hold harmless the BDDB from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the BDDB.

**25. New Mexico Tort Claims Act**

Any liability incurred by the BDDDB of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et. seq., as amended. The BDDDB and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

**26. Invalid Term or Condition**

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

**27. Enforcement of Contract**

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**28. Notices**

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

<p><b>To the BDDDB</b>  <b>Buckman Direct Diversion</b>  Gutema Ayana  341 Caja del Rio  Santa Fe, NM 87506  gxayana@santafenm.gov</p>		<p><b>To the Contractor:</b>  <b>Daniels Insurance Inc., Santa Fe</b>  Michael Latting  805 St. Michaels Drive Santa Fe NM, 87505  mlatting@danielsinsuranceinc.com  505-717-6016</p>
--	--	---

**29. Authority**

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

**30. Non-Collusion**

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the BDDDB’s Chief Procurement Officer.

### **31. Default/Breach**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the BDDB may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the BDDB may also seek all other remedies under the terms of this Contract and under law or equity.

### **32. Equitable Remedies**

The Contractor acknowledges that its failure to comply with any provision of this Contract will cause the BDDB irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the BDDB, and the Contractor consents to the BDDB 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The BDDB's rights to obtain equitable relief pursuant to this Contract shall be in addition to, and not in lieu of, any other remedy that the BDDB may have under applicable law, including, but not limited to, monetary damages.

### **33. Default and Force Majeure**

The BDDB reserves the right to cancel all, or any part of any orders placed under this Contract without cost to the BDDB, if the Contractor fails to meet the provisions of this Contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the BDDB due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the BDDB shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the BDDB provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Contract.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

BDDDB CHAIR:

CONTRACTOR: **Daniels Insurance Inc.,**

\_\_\_\_\_  
Justin Greene

\_\_\_\_\_  
NAME, TITLE

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CITY CLERK

Approved to form and legal sufficiency by:

\_\_\_\_\_  
BDDDB Counselor

APPROVED FOR FINANCES:

\_\_\_\_\_  
FINANCE DIRECTOR

**LEA COUNTY CONTRACT FOR GOODS AND SERVICES**

This Contract is entered into between Lea County, hereinafter referred to as the "County", and "Contractor" described below, collectively the "Parties", to provide services on behalf of Lea County.

**Contractor Legal Name: Daniels Insurance Agency, Inc.**

**Services Summary Description:** Provide property and casualty insurance

**Initial Period of Performance shall be through:** 4 years

**Pre-GRT, Total Annual Charges to this contract may not exceed:** \$ No Cost to County

This Contract complies with New Mexico and County procurement requirements as follows:

RFP # 3 (24-25) BOCC approval date 2/13/2025

**No services shall be rendered nor shall any goods be provided until this contract has been executed by all parties, regardless of the indicated effective date.**

**NOTICES:** All correspondence regarding this contract shall be sent to:

Lea County Government	Contractor: Daniels Insurance Agency, Inc.
Department: Administration	ATTN: Guy Kesner
ATTN: Kelli Ferguson	Title: Senior Account Executive
Street: 100 N. Main, Ste 11	Street: 300 N Linam
City, State, ZIP: Lovington, NM 88620	City, State, ZIP: Hobbs, NM 88240
Phone: 575-396-8610	Phone: 575-393-5191
Fax: N/A	Fax: N/A
Cell: N/A	Cell: N/A
Email: kferguson@leacounty.net	Email: gkesner@danielsinsuranceinc.com

**ARTICLE 1 - SERVICES AND/OR GOODS TO BE PROVIDED:**

For RFP or Professional Services contracts, the Contractor shall provide services to the County on matters relating to the contractor's specialized areas of expertise as defined in this Contract and its referenced or incorporated Attachments. Negotiated fees are fixed for the first year. Price adjustments thereafter are subject to review and written determination on an individual contract basis.

For Sealed Bid / Indefinite Quantity contracts, the Contractor shall have the item(s) or service(s) available, as defined in this contract, on an "as ordered" basis. No funds are obligated under Sealed Bid / Indefinite Quantity

contracts. Funds for Sealed Bid / Indefinite Quantity contracts are obligated by purchase orders on an “as needed” basis. Prices are fixed for the first year of a Sealed Bid / Indefinite Quantity contract. Thereafter, in the event of a product cost increase an escalation request will be reviewed by the County on an individual basis. Escalation requests are only to compensate for an actual cost increase and will not be considered for an increase in profit margin.

All Contractors shall secure and remain current on all insurances, licenses, permits, certificates, fees, etc., required for the performance of this contract.

## **ARTICLE 2 - CONTRACT DOCUMENTS:**

The Contract shall be comprised of this contract document, its Attachments and all documents referenced herein. As applicable, the Contract shall also include all Proposal or Bid documents, including the Contractor’s responses, Reference Specifications, Special Conditions, Technical Specifications, Standard Details, any addenda thereto, and all negotiation records, all of which are incorporated herein and made a part of the Contract.

In instances where there exists a conflict between any of the Contract documents described above, this Contract plus attachments hereto, negotiation records, the County’s solicitation documents, and the Contractor’s response to the solicitation, in that order, shall control the interpretation of the parties’ respective rights and obligations.

## **ARTICLE 3 - PERIOD OF PERFORMANCE:**

The period of performance of this Contract shall commence Tuesday, July 1, 2025 **or date of last signature, whichever is later**, and continue through the Initial Period of Performance date detailed above. If stipulated in a formal Proposal or Bid solicitation by the County, this Contract may be renewed for up to 0 additional years, not to exceed a total of 4 years years.

## **ARTICLE 4 - PLACE OF PERFORMANCE:**

The Contractor shall provide the required services or goods for Lea County when and where appropriate or as required by the County.

## **ARTICLE 5 - COST AND PAYMENT:**

The Contractor shall be paid for services rendered satisfactorily per the negotiated fee(s) and payment schedules incorporated hereto in applicable attachments, including Attachments A and B. All payments will be in arrears. Payment shall be made per request upon receipt of a detailed invoice that shall include description of work completed or goods delivered pursuant to the deliverable(s) agreements and measures of attainment of this contract for the period covered by the invoice. The invoice submitted shall note the purchase order number and this Contract number and may be delivered to the Department contact specified in “Notices” above. The County shall pay to the Contractor the New Mexico Gross Receipts Tax on labor and services only as levied on the amounts invoiced and payable under this contract. The Contractor will pay the New Mexico Gross Receipts Tax levied on the amounts payable under this contract and remitted to them by Lea County to the appropriate state agency.

**ARTICLE 6 - AMENDMENTS:**

This Contract shall not be altered, changed, or amended except by written instrument signed by both parties.

**ARTICLE 7 - ASSIGNMENT:**

The Contractor shall not assign nor delegate specific duties as part of this Contract nor transfer any interest nor assign any claims for money due or to become due under this Contract without the written consent of the County.

**ARTICLE 8 - BINDING EFFECT OF CONTRACT:**

Both Parties agree that the terms of this Contract and any extension or renewal thereof shall extend to and be binding upon the administrators, assigns, successors, and transferees of the contracting parties.

**ARTICLE 9 - COMPLIANCE WITH GOVERNING LAW:**

This Contract shall be construed in agreement with New Mexico law. The Contractor shall keep fully informed of and shall also comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed, or the work, or which in any way affect the conduct of the work. By way of illustration, but not of limitation, the Contractor shall comply with laws relating to employment eligibility including: the Immigration Reform and Control Act of 1986 (Public Law 99-603) and the Immigration Act of 1990 (Public Law 101-649) regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, that will perform any labor or services under this Contract. The Contractor shall comply with all federal statutes relating to non-discrimination including, but not limited to: Title VII of the Civil Rights Act of 1964 (Public Law 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C.A. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112)], which prohibits discrimination on the basis of handicap; the Age Discrimination in Employment Act of 1967 (Public Law 90-202), as amended; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

**ARTICLE 10 - CONFIDENTIAL INFORMATION:**

Any confidential information, not subject to disclosure under the Inspection of Public Records Act, given to or developed by the Contractor, its officers, directors, employees, agents, or sub-consultants in the performance of this Contract will be kept confidential and will not be made available to any individual, organization, or other entity by the Contractor without prior written approval of the County.

**ARTICLE 11 - CONFLICT OF INTEREST:**

The Contractor warrants that it presently has no interest and shall not acquire any interest during the term of this Contract which would have the potential to conflict with the performance of the services required under this Contract. In the event such a conflict arises, it shall immediately be brought to the attention of the County and appropriate action acceptable to the County shall be taken. The Contractor's failure to inform the County of the

existence of a potential conflict of interest constitutes default and shall be grounds for immediate termination of Contract by the County.

#### **ARTICLE 12 - CONFLICTS OF LAW:**

If any provision of this contract conflicts with governing federal or state law or County ordinances, then that law or ordinance shall supersede the conflicting provision of this contract.

#### **ARTICLE 13 - HIPAA COMPLIANCE:**

As applicable, the parties agree to comply with the provision of the Health Insurance Portability and Accountability Act of 1996, and related regulations, as amended (“HIPAA”) in the event the Contractor receives patient records or information (Protected Health Information as defined by HIPAA).

#### **ARTICLE 14 - INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:**

**Non-Governmental Entity:** The Contractor shall hold harmless, indemnify and defend the County and its “public employees” as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, attorney’s fees, costs or actions of any kind resulting from or related to the Contractor’s intentional acts, errors or omissions in the Contractor’s performance under this contract. The Contractor’s agreement to hold harmless, indemnify and defend shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this contract, acts, errors or omissions to act occurring during the term of this contract.

**Governmental Entity:** Neither party shall be responsible for liability incurred as a result of the other party’s acts or omissions in connection with this Contract. Any liability incurred in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA, 1978 § 41-4-1 et. seq. and its amendments, where applicable.

#### **ARTICLE 15 - INDEPENDENT CONTRACTOR:**

Nothing in this Contract is intended or should be construed in any way to create or establish a partnership relationship between the Parties or to establish the Contractor as an agent, representative, or employee of the County for any purpose or any manner whatsoever. Contractor and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County. Contractor is an independent contractor of the County. The Contractor, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the County and shall not bind the County in any respect.

#### **ARTICLE 16 - INSURANCE:**

For the duration of the contract and until all work specified in the contract is completed, the Contractor shall maintain in effect current Certificates of all insurance as required below and comply with all limits, terms and conditions stipulated therein. The County shall be named as an additional insured as stipulated. Contractors who are required to provide Certificate(s) of Insurance, must provide a new current Certificate(s) no less than annually. As applicable, work under this contract shall not commence until evidence of all required insurance is provided to the respective County Department for inclusion with this Contract. All insurance shall be written to

conform to the requirements stipulated. Evidence of such insurance shall consist of a completed certificate of insurance, signed by the insurance agent for the Contractor and returned to the County attesting that all required insurance is in effect. If for any reason any material change occurs in the coverage during the course of the contract such change will not become effective until 30 days after the County has received written notice of such change.

**Required Insurance:** As specified in the **RFP, BID documents or Attachment A.**

#### **ARTICLE 17 - JURISDICTION AND VENUE:**

If any dispute arising under this contract cannot be resolved by negotiation or mediation, the proper jurisdiction and venue for any litigation, if permitted, is the Fifth Judicial District, Lea County Division, Lovington, New Mexico.

#### **ARTICLE 18 - KEY PERSONNEL:**

The Contractor shall identify all key personnel assigned to the performance of this Contract in Attachment H of this Contract. Key personnel may not be changed without prior written approval of the County Manager and inclusion of that written approval in the official Contract File in the County Purchasing Department.

#### **ARTICLE 19 - MEDIATION:**

In the event that a dispute arises with respect to any of the provisions contained in this Contract or any other matter affecting this contractual relationship between the County and the Contractor, the Parties agree that prior to filing any court action to enforce the Contract or rights under the Contract, they will use the services of a mediator. The mediator shall either be certified as a mediator or shall have experience as a mediator. The parties shall mutually agree upon the choice of mediator. In the event the Parties have not agreed to a mediator within three days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the Court or other professional association, and the Parties shall use a striking process until a mediator is agreed upon.

Each party shall be responsible for their respective mediation costs.

#### **ARTICLE 20 - MERGER OF PRIOR CONTRACTS:**

This Contract incorporates all the conditions, contracts, agreements, and understandings of the Parties concerning the subject matter of this Contract. All such conditions, understandings, and agreements have been merged otherwise, shall be valid or enforceable unless embodied in this Contract, either explicitly or by reference.

#### **ARTICLE 21 - NON-APPROPRIATION:**

The County's obligation to make payment under the terms of this Contract is contingent upon its appropriation of sufficient funds to make those payments and the NM Department of Finance's (DFA) final approval of the County's budget. If the County does not appropriate sufficient funds or DFA does not approve the County's final budget, this Contract will terminate upon written notice of that effect to the Contractor. The County Board's determination that sufficient funds have not been appropriated, through Board of County Commissioners or DFA action, is firm, binding, and not subject to review.

**ARTICLE 22 - NOTICE TO PROCEED OR COMMENCEMENT OF WORK:**

It is expressly understood that this Contract is not binding upon the County until approved and signed by the County and, further, that the Contractor shall not proceed with its obligations until the Contract has been signed by all Parties.

**ARTICLE 23 - PARAGRAPH HEADINGS:**

Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

**ARTICLE 24 - PERSONAL LIABILITY:**

No elected or appointed official, employee, servant, agent, or law enforcement officer of the County shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and responsibility.

**ARTICLE 25 - PROCUREMENT CODE:**

The Procurement Code, § 13-1-25 through § 13-1-199, NMSA 1978 as amended, imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks. Pursuant to the above, it is unlawful for any Contractor to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities, and/or kickbacks are likewise prohibited.

**ARTICLE 26 - PROPRIETARY INFORMATION:**

All documents, writings, electronic formats, drawings, designs, specifications, notes, project manuals, or related documents and other work developed in the performance of this Contract by the Contractor shall become the sole property of the County whether the activity for which they are developed is implemented or not. The Contractor shall provide the County with a complete set of all such proprietary information as requested by the County, but no later than the effective termination date of the contract. Contractor is strictly prohibited from reproducing, duplicating or printing any such proprietary information in any format for personal or monetary recognition, use or gain without the advance written permission of the County.

**ARTICLE 27 - RECORD KEEPING AND AUDITS:**

The Contractor shall compile, maintain, and make available for inspection all records relating to the services to be provided under this Contract. These records shall be subject to inspection by the County or designated auditor. The County shall have the right to audit billings both before and after payment; payment under this Contract shall not foreclose the right of the County to be reimbursed any excessive or illegal payment amounts made to the Contractor during the term of this Contract. Pursuant to State of New Mexico General Records Retention requirements, Contractor will retain all original, source and supporting documents and records related to this contract for a minimum of six (6) years after the ending date of this contract.

## **ARTICLE 28 - RELEASE:**

The Contractor, upon final payment of amounts due under this Contract for work completed and accepted by the County, releases the County, its officers and employees from all liabilities, claims, and obligations whatsoever arising from or under this Contract. The Contractor agrees not to bind the County to any obligation not assumed in this Contract by the County, unless the Contractor has express written authority from the County Manager to do so, and then only within the limits of the expressed written authority.

## **ARTICLE 29 - SEVERABILITY:**

If any clause or provision of the Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either Party can no longer reasonably perform pursuant to the remaining Contract terms, or if the purpose of the Contract can no longer be carried out by either Party, the Contract may be voided and no damages shall accrue to either party.

## **ARTICLE 30 - SOVEREIGN IMMUNITY:**

**Non-Governmental Entity:** By entering into this Contract, the County and its "public employees" as defined in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-29, as amended, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, supra.

**Governmental Entity:** By entering into this Contract, the County and the Governmental Entity Contractor do not waive sovereign immunity, do not waive any defense and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, supra.

## **ARTICLE 31 - SUBCONTRACTING:**

This Contract is based on the personal skills and reliability of the Contractor as known by the County at the time of execution of this Contract. The Contractor shall not subcontract out any portion of the services to be performed under this Contract without the prior written approval of the County Manager and inclusion of that written approval in the official Contract File in the County Purchasing Department. The written approval shall minimally include disclosure of the name of the individual(s) to be contracted, a statement of the individual(s) qualifications and a justification of the request to subcontract.

## **ARTICLE 32 - TERMINATION:**

The County may terminate this contract for convenience, in whole or in part, by providing written notice to the Contractor thirty (30) days prior to termination. In the event of contract termination, the Contractor shall be paid for work completed to the date of termination. In no event shall the dollar amount to be paid upon termination exceed a total of the maximum contracted amount and any additional amount provided for by amendment(s).

- A. Where a Party to this Contract has committed a major breach that is capable of remedy, the Party who is not in breach may serve a written notice, with a fixed period in which to remedy the breach. The period given shall be determined at the sole discretion of the Party serving the notice but subject to a minimum period of two weeks.

B. The County and Contractor shall have the right, such right being exercised at their absolute discretion, to terminate this Contract, in writing, if a major breach has been committed that cannot be remedied. Further, the Parties may terminate this contract, in writing, if a breach has not been remedied to the reasonable satisfaction of the Party serving the notice of breach within the period specified in any such notice.

**ARTICLE 33 - THIRD PARTY BENEFICIARY:**

It is agreed between the Parties executing this Contract that it is not intended by any of the provisions of this Contract to create on behalf of the public or any member thereof the status of third party beneficiary nor to authorize anyone not a party to the agreement to maintain a suit based upon this Contract.

**ARTICLE 34 - WAIVER:**

Any waiver by the County of any breach of any covenant, term, condition, or agreement in this Contract to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent County from declaring a default for any succeeding breach either of the same covenant, term, condition, or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

**ARTICLE 35 - DUPLICATE ORIGINALS:**

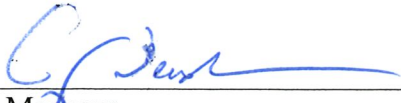
This document shall be executed in no less than two (2) counterparts, each of which shall be deemed an original.

**SIGNATURES:**

**IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives.**

**LEA COUNTY:**

**Daniels Insurance Agency, Inc.**

  
 \_\_\_\_\_  
 County Manager

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

Date: March 6, 2025

Date: \_\_\_\_\_

\*\*\*\*\*

Contractor's NM Taxation and Revenue Department ID Number: 850092484

The following Attachments and Addenda have been reviewed and approved by the County Contract Officer or approved designee:

Document Name	Approved	Comments	Notes
Attachment A - Scope of Work	Yes	Attached	Required all Contracts
Attachment B - Cost per Unit Service	Yes	Attached	Required all Contracts
Attachment C - Contribution Disclosure	Yes	NONE	Required all Contracts
Attachment D - Related party Disclosure	Yes	NONE	Required all Contracts
Attachment E - Debarment Certification	Yes	NONE	Required all Contracts
Attachment F - Non Collusion Affidavit	Yes	NONE	Required all Contracts
Attachment G - Insurance Certificates	Yes	NONE	Required all Contracts
Attachment H -	Yes	NONE	

1. Business License(s) 2. Professional Licenses 3. Staff Resumes			1. Required All Contracts 2. Required Licensed Professionals 3. Required all contracts
Attachment I - Procurement Method	Yes	RFP 3- (24-25)	Purchasing Dept. Determines
Attachment J - Other	Yes	NONE	Purchasing Dept. Determines

## **ATTACHMENT A**

### **LEA COUNTY CONTRACT FOR GOODS AND SERVICES**

**CONTRACTOR:** Daniels Insurance Agency, Inc.

#### **SCOPE OF WORK:**

- Contractor will provide timely and unbiased information regarding the most advantageous insurance markets from the standpoint of costs, services, and financial stability.
- Contractor will assist in the preparation of underwriting data required by insurers.
- Contractor will market insurance policies requested by the County and present all reasonable offers in a timely manner with recommendations of the Contractor.
- Contractor will place all coverage as approved by the County.
- Contractor will verify the accuracy and adequacy of all policies, including their endorsements and invoices.
- Contractor will, when possible, provide coverage and cost proposals 60 days prior to inception or renewal.
- Contractor will provide consultation and brokerage services to assist the County.

**ATTACHMENT B**

**LEA COUNTY CONTRACT FOR GOODS AND SERVICES**

**CONTRACTOR: Daniels Insurance Agency, Inc.**

**COMPENSATION:**

Contractor will not be paid by County for its services as Insurance Broker. Contractor will be compensated by the commissions it receives from each insurer with a general cap of 8% of premium cost, unless otherwise agreed in writing by the County.

## Campaign Contribution Disclosure Form

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

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

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

The following definitions apply:

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

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

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

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

*Continued on next page.....*

"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.

Name(s) of Applicable Public Official(s):

Board of County Commissioners: Dean Jackson, Brad Weber, Gary Eidson, Jonathan Sena, Pat Sims, Assessor Ave Benge, Clerk Keith Manes, Treasurer Susan Marinovich, Sheriff Corey Helton, Probate Judge LaDonna Hardin.

DISCLOSURE OF CONTRIBUTIONS: *(Attach extra pages if necessary)*

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

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

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

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

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

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

**SIGNATURE REQUIRED BELOW ....**


\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

—OR—

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

  
\_\_\_\_\_  
Signature  
Chief Executive Officer  
\_\_\_\_\_  
Title (Position)

11/12/24  
\_\_\_\_\_  
Date

## Campaign Contribution Disclosure Form

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

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

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

The following definitions apply:

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

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

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

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

***Continued on next page.....***

"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.

Name(s) of Applicable Public Official(s):

Board of County Commissioners: Dean Jackson, Brad Weber, Gary Eidson, Jonathan Sena, Pat Sims, Assessor Ave Benge, Clerk Keith Manes, Treasurer Susan Marinovich, Sheriff Corey Helton, Probate Judge LaDonna Hardin.

DISCLOSURE OF CONTRIBUTIONS: *(Attach extra pages if necessary)*

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

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

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

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

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

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

**SIGNATURE REQUIRED BELOW ....**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

—OR—

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

  
\_\_\_\_\_  
Signature

11/12/2024  
\_\_\_\_\_  
Date

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

**NON-COLLUSION AFFIDAVIT**

STATE OF New Mexico )

County OF Lea )

David Tinley (name) being first duly sworn, deposes and says

that he/she is (title) Chief Executive Officer

of (organization) Daniels Insurance Agency Inc.

who submits herewith to the County of Lea, a proposal:

That all statements of fact in such proposal are true:

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the County of Lea, or of any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal, said bidder:

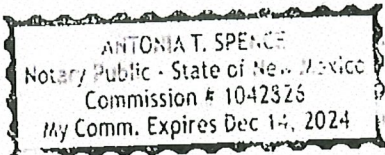
1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual of group of individuals, except that County of Lea, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By: [Signature]

Title Chief Executive Officer

SUBSCRIBED and sworn to before me this 12 day of November, 2024.

Notary Public Antonia T. Spence  
My Commission Expires: 12-14-2024



**Swiss Re Corporate Solutions America Insurance Corporation**

Policy Number: WED4NM012046104  
Renewal of Policy: WED4NM012046103

**INSURANCE INDUSTRY PROFESSIONAL LIABILITY COVERAGE FOR INSURANCE AGENCIES**

**DECLARATIONS**

**THIS IS A CLAIMS MADE POLICY. PLEASE READ CAREFULLY.**

A. NAMED INSURED:  
**Daniels Insurance Agency, Inc**

Address:  
**PO Box 1258  
Hobbs, NM 88240**

B. POLICY PERIOD: From 12:01 A.M. **October 31, 2024** To 12:01 A.M. **October 31, 2025**  
Local time at the address stated herein

C. POLICY Limits of Liability: **\$10,000,000** Per CLAIM  
**\$15,000,000** Aggregate for the POLICY PERIOD  
Sublimit of Liability for  
BREACH OF PERSONAL DATA: **NO COVERAGE** Per CLAIM  
**NO COVERAGE** Aggregate for the POLICY PERIOD

D. DEDUCTIBLE: **\$ 100,000** Per CLAIM  
**\$ 300,000** Aggregate for the POLICY PERIOD

E. Premium: **\$**  
\*Experience Credit Applied  
\*Risk Management Credit Applied

F. RETROACTIVE DATE: **Full Prior Acts**

Total Premium: **\$**

Policy Number: WED4NM012046104  
Renewal of Policy: WED4NM012046103

These Declarations, together with the applications and supplements and attachments hereto, POLICY forms and any endorsements, shall constitute the contract between the NAMED INSURED and the Company. The following forms and endorsements are made a part of this POLICY.

Forms / Endorsements

EP CRP.a	11-18	NOTICE TO COMPANY ENDORSEMENT
SP 4 604 O	12-15	DECLARATION PAGE
SP 4 584	10-21	IIP LIABILITY COVERAGE FOR INS. AGENCIES
SP 4 909	05-21	BASIC ONLY COVERAGE ENDORSEMENT
WGPL-104B	06-10	ADDITIONAL NAMED INSURED
WIG-NM	05-21	AMEND END - NM (CANCELLATION/NONRENEWAL)

In witness whereof, the Company issuing this POLICY has caused this POLICY to be signed by its authorized officers, but it shall not be valid unless also signed by the duly authorized representative of the Company.

Swiss Re Corporate Solutions America Insurance Corporation

*Marie Toney*

Countersignature

Date

Authorized Representative

SP 4 604 O 1215

Page 2 of 2

Daniels Insurance Agency, Inc.  
PO BOX 1258  
HOBBS NM 88241

License No: 1800002956

State of New Mexico

NPN: 3386159

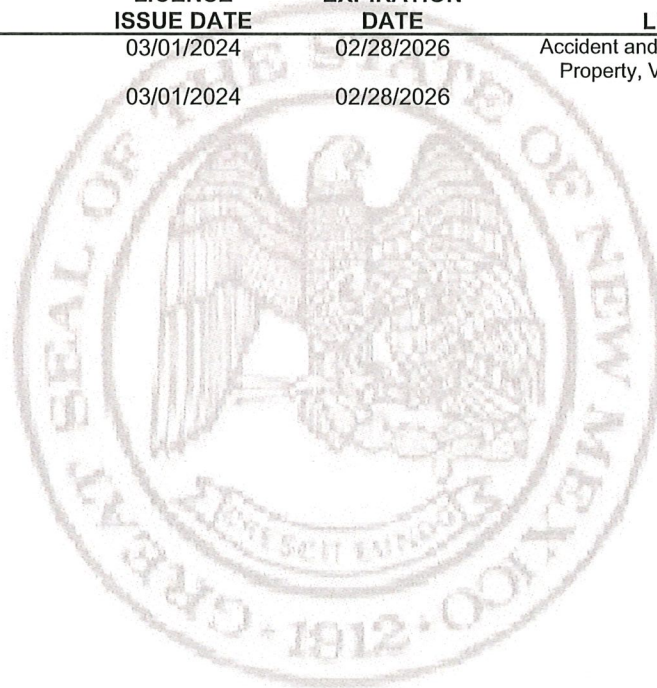
OFFICE OF THE SUPERINTENDENT OF INSURANCE

**Daniels Insurance Agency, Inc.**

300 N LINAM  
HOBBS NM 88240

This is to certify that pursuant to requirements of the Insurance Code of New Mexico the above named is qualified to do business in New Mexico with the authority listed below.

LICENSE/REGISTRATION	LICENSE ISSUE DATE	LICENSE EXPIRATION DATE	LINE OF AUTHORITY
Insurance Producer	03/01/2024	02/28/2026	Accident and Health or Sickness, Casualty, Life, Property, Variable Life and Variable Annuity
Surplus Line Broker	03/01/2024	02/28/2026	



This qualification shall remain in effect until the expiration date, when applicable, unless previously suspended, revoked or terminated pursuant to the law and regulations in force.

Alice T. Kane  
Superintendent of Insurance

to validate the accuracy of this license you may review the same at  
<https://sbs.naic.org/solar-external-lookup/>

**Guy G. Kesner**  
 PO BOX 1258  
 HOBBS NM 88241-1258

License No: 7253214 State of New Mexico NPN: 7253214  
**OFFICE OF THE SUPERINTENDENT OF INSURANCE**  
**Guy G. Kesner**  
 300 N LINAM ST  
 HOBBS NM 88240-8342

This is to certify that pursuant to requirements of the Insurance Code of New Mexico the above named is qualified to do business in New Mexico with the authority listed below.

LICENSE/REGISTRATION	LICENSE ISSUE DATE	LICENSE EXPIRATION DATE	LINE OF AUTHORITY
Insurance Producer	03/01/2024	02/28/2026	Accident and Health or Sickness, Casualty, Life, Property
Surplus Line Broker	03/01/2024	02/28/2026	

This qualification shall remain in effect until the expiration date, when applicable, unless previously suspended, revoked or terminated pursuant to the law and regulations in force.

to validate the accuracy of this license you may review the same at  
<https://sbs.naic.org/solar-external-lookup/>

*Alice T. Kane*  
 Alice T. Kane  
 Superintendent of Insurance

License No: 7253214 State of New Mexico NPN: 7253214  
**OFFICE OF THE SUPERINTENDENT OF INSURANCE**  
**Guy G. Kesner**  
 300 N LINAM ST  
 HOBBS NM 88240-8342

This is to certify that pursuant to requirements of the Insurance Code of New Mexico the above named is qualified to do business in New Mexico with the authority listed below.

LICENSE/REGISTRATION	LICENSE ISSUE DATE	LICENSE EXPIRATION DATE	LINE OF AUTHORITY
Insurance Producer	03/01/2024	02/28/2026	Accident and Health or Sickness, Casualty, Life, Property
Surplus Line Broker	03/01/2024	02/28/2026	

This qualification shall remain in effect until the expiration date, when applicable, unless previously suspended, revoked or terminated pursuant to the law and regulations in force.

to validate the accuracy of this license you may review the same at  
<https://sbs.naic.org/solar-external-lookup/>

*Alice T. Kane*  
 Alice T. Kane  
 Superintendent of Insurance



**Proposal Prepared For**

## **Buckman Direct Diversion Board**

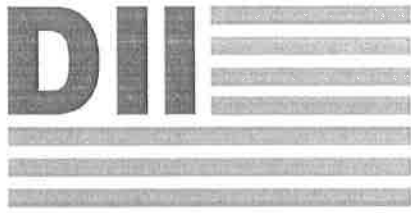
**Proposed Period**  
**July 1, 2025 - July 1, 2026**

**Presented By**

Michael Latting  
Daniels Insurance, Inc.-Santa Fe  
805 St Michaels Drive  
Santa Fe, NM 87505

**Date:** June 23, 2025





**DANIELS INSURANCE INC.**  
An **Assurex** Global Partner

## **Table of Contents**

Who We Are	3
What We Do	3
Agency of the Future	4
Your Daniels Team	5
Our Locations	5
Disclaimers	6
Flood Insurance Information	6
Premium Summary	7
Proposal Acceptance	9
Named Insureds	10
Mailing Address	10
Insured's Locations	10
Insurance Carrier Terms and Conditions	11
Claims Made Policy Information	12
Surplus Lines Statement	13
Insurance Carrier Rating Information	14
Coinsurance Demonstration	15

## Who We Are

---

Since opening our doors in 1937, Daniels Insurance Agency has been dedicated to addressing the diverse insurance needs of businesses and residents throughout New Mexico. From large and complex risks to start-ups, small companies, and Main-Street businesses, we have the experience and expertise to provide specialized coverages to transfer and mitigate risk. As one of the largest independent insurance agencies in the State of New Mexico, we have established longstanding partnerships with leading insurers that enable us to secure custom coverage for many large accounts that have had difficulty finding a home for their insurance along with high limits of liability.

Daniels Insurance Agency is one of the largest independent insurance agencies in the State of New Mexico, with a history of insuring residents and businesses throughout our communities. We have built our impeccable reputation based on the unmatched service our staff offers from our three offices located in Hobbs, Albuquerque, and Santa Fe.

When you partner with Daniels Insurance Agency, you gain an insurance expert looking out for your interests. You can also be assured that Daniels Insurance Agency is as concerned about the long-term success of your company as you are.

As your representative our responsibility is to obtain a comprehensive insurance program that is customized to your needs and is competitively priced. Our strong relationship with many insurance companies allows us to do just that. We work hard to preserve those relationships because we know that ultimately, they provide access to the largest group of available products and services.

Forming and maintaining relationships is a large part of who we are. Trust, open communication, and listening to our client's needs are at the foundation of everything we do.

## What We Do

---

Our breadth and depth of experience also extends to several key industries including:

- Construction
- Healthcare
- Hospitality
- Energy
- Manufacturing
- Public Entities

We provide critical risk management and loss control to business clients to help improve your risk profile, minimize injuries, and accidents and enhance your overall attractiveness to insurers. We also can help you attract and retain talent with a broad portfolio of employee benefits.

Daniels Insurance provides residents with personal lines insurance, including specialized coverage and services to meet the unique risks of high-value homeowners.



With three locations in Hobbs, Albuquerque and Santa Fe, our staff is ready to provide you with the quality service you should expect from your insurance consultant. All three offices have a number of producers, customer service agents, and staff members. In addition, all our producers are licensed, with several of our customer service agents also licensed and holding special insurance designations such as AAI, CPIW, CIC and CPCU. Our fully automated agency supports our commitment to address your needs on a timely basis.

Daniels Insurance Agency is a proud member of Assurex Global, which partners with the most prominent independent agents and brokers in the world. We're also a member of the Independent Agents & Brokers of America, a national alliance of business owners and their employees who offer a wide range of insurance and financial services products.

Daniels Insurance Agency is poised to help you navigate the risks you face today while assisting you with solutions and strategies to support your business as it expands and grows. We are also an integral part of the communities we serve, understanding the issues of our region to effectively serve our business and individual clients.

## Agency of the Future

---

Daniels uses the most current technologies to maintain your critical information and provide you with up-to-date services. One of these services is the Daniels Client Portal.

Daniels Client Portal provides you, our client, with secure access to your insurance-related information real-time. Based on your needs the following may be available to you through our portal.

- Online payment options.
- Auto ID Cards – These are often lost. No need to call us and wait for it to be re-issued and sent to you. You open the portal and print.
- Certificates of Insurance – These can be available for re-print as you need. If you prefer, someone in your firm can be authorized to issue your needed certificates.
- Electronic copies of your policy documents.
- Contact information on the Daniels team assigned to your account.

The Daniels Client Portal allows us to provide you with sensitive information in a private, secure way. The portal also allows you to provide information back to us. A prime example of this is your company's driver list. This list contains dates of birth and driver license numbers. When these are transmitted by email, they are not secure. However, through the portal they are.



## Your Daniels Team

---

The Daniels' Team is ready to assist you with your insurance needs. Contacting your Customer Service Agent will provide you with quick service. Your Customer Service Agent will assist you with certificates of insurance and change requests, such as adding or deleting autos, property, equipment, etc. Your producer is often out of the office visiting other clients. Your Customer Service Agent is your first point of contact.

### Account Executive

Michael Latting  
mlatting@danielsinsuranceinc.com

### Customer Service Agent

Stefanie Romero  
sromero@danielsinsuranceinc.com

### Branch Manager

Michael Latting  
mlatting@danielsinsuranceinc.com

### Claims

Stefanie Romero  
sromero@danielsinsuranceinc.com

## Our Locations

---

### Albuquerque, NM

320 Gold SW., Suite 700  
Albuquerque, NM 87102  
(800) 848-9643 Toll Free  
(505) 766-9676 Phone  
(505) 766-9679 Fax

### Hobbs, NM

300 North Linam  
Hobbs, NM 88241  
(800) 530-8885 Toll Free  
(575) 393-5191 Phone  
(575) 397-4762 Fax

### Santa Fe, NM

805 St. Michaels Drive  
Santa Fe, NM 87502  
(800) 815-2183 Toll Free  
(505) 982-4302 Phone  
(505) 989-9186 Fax



## Disclaimers

---

*Please Note The Following:*

**Coverage is not bound;** this proposal is for “illustration purposes only” and is a summary of proposed coverage. Once coverage is bound, please refer to the actual policies presented for specific terms, conditions, limitations, and exclusions that will govern in the event of a loss. Specimen copies of proposed policies are available for your review prior to the binding of coverage.

In evaluating your exposure to loss, we have depended upon information provided by you. If there are other areas that need to be evaluated prior to binding coverage, please bring this information to our attention. Property values have been obtained from you and may not have been independently appraised. Please review your property values carefully.

Should any of your exposures change after coverage is bound, such as new operations, hiring employees in additional states, buying additional property, etc.; please let us know so that we may request appropriate adjustments from your insurance carrier.

Higher limits of liability may be available and will be quoted on request.

## Flood Insurance Information

---

Each year, business owners across the nation sustain significant weather-related property damage due to floods. These can include losses caused by waves, tidal waters, the overflow of a body of water, the rapid accumulation or runoff of surface water, and mudslides. In nearly all cases, these flood losses cannot be prevented or even anticipated. And, in many instances, the losses are devastating.

Most standard property insurance policies, including most of our policies, do not provide coverage for flood losses. While flood coverage is often available - primarily through the National Flood Insurance Program - it is rarely purchased. Unfortunately, each year we find that some policyholders are surprised and disappointed to learn that damages they have suffered as a direct result of flood are not covered under the policies they have purchased.

As you consider the need for flood insurance, keep in mind that floods can, and do, occur in locations all over the country. They are not limited to coastal areas or locations with nearby rivers or streams. Several inches of rain falling over a short period of time can cause flood damage, even in normally dry areas that are not prone to flooding.

We are glad to provide you with information on flood insurance that is available in your area.



## Premium Summary

Coverage	Carrier	Expiring Premium	Proposed Premium
General Liability	National Union Fire Insurance Co Pittsburgh PA	\$22,338.00	\$29,061.00
	Water Utility Payroll	\$880,000	\$880,000
Professional Liability	National Union Fire Insurance Co Pittsburgh PA	\$1,131.00	\$1,763.00
Commercial Property Current deductible: \$50,000	National Union Fire Insurance Co Pittsburgh PA	\$72,909.00	\$161,192.00
Alternate deductibles: \$75,000 deductible: \$153,504 \$100,000 deductible: \$141,339	Property Limits	\$178,661,893	\$188,284,258
Equipment Floater	National Union Fire Insurance Co Pittsburgh PA	\$618.00	\$618.00
Crime	National Union Fire Insurance Co Pittsburgh PA	\$591.00	\$591.00
5M/Excess Liability	National Union Fire Insurance Co Pittsburgh PA	\$10,260.00	\$13,242.00
Boiler & Machinery/100M	Hartford Steam Boiler	\$27,048.00	\$30,585.00
<b>Total:</b>		\$147,596.00	\$237,052



Cyber/ Network Liability	Lexington Insurance	\$4,242.00	<b>\$4,242.00</b>
	Surplus Lines Tax	\$127.39	<b>\$127.39</b>
	Total	\$4,369.39	<b>\$4,369.39</b>

<b>Grand Total:</b>		<b>\$160,465.39</b>	<b>\$241,421.39</b>
---------------------	--	---------------------	---------------------



This proposal is a brief outline of coverage proposed based on the information you provided to us. A material change in the information provided could affect this proposal, including but not limited to the price and availability of coverage. This proposal does not list all conditions, limitations and exclusions that apply to the described coverage. The actual wording of the policy(ies) governs all situations.



## Named Insureds

Named Insured's		Type of Entity	FEIN
First	Buckman Direct Diversion Board	Other	85-6000168

## Mailing Address

341 Caja del Rio  
Santa Fe, NM 87506

## Insured's Locations

Loc #	Address
1	341 Caja Del Rio, Santa Fe, NM 87506
2	1019 Old Buckman Rd Diversion Structure, Santa Fe, NM 87506
3	957 Old Buckman Rd Sediment Removal Facility, Santa Fe, NM 87506
4	504 Old Buckman Rd Diversion Booster 2A, Santa Fe, NM 87506



## Insurance Carrier Terms and Conditions

---

### Hartford Steam Boiler Inspection and Insurance

**A.M. Best Rating:** A++ X

Admitted

### Lexington Insurance Company

**A.M. Best Rating:** A XV

Non-Admitted

### National Union Fire Insurance Company of Pittsburgh, PA

**A.M. Best Rating:** A XV

Admitted

The following pages are the insurance carrier terms and conditions that Daniels Insurance has requested on your behalf.



**INSURANCE BROKER  
Administration Department**

**Request for Proposals  
RFP #3 - (24-25)**



**RFP Release Date: Wednesday, October 16, 2024**

**Due Date: November 18, 2024  
Before 3:00 pm (*Local time*)**

*All potential Offerors are requested to carefully review the information contained in this RFP.*

**I. ADVERTISEMENT**

LEGAL NOTICE OF REQUEST FOR PROPOSALS  
LEA COUNTY, NEW MEXICO

**Insurance Broker  
Administration**

COMMODITY CODES: 94638

PROPOSAL 3 - (24-25)

DUE DATE: Monday, November 18, 2024 BEFORE 3:00 pm

Lea County will receive electronic proposals for the above.

For all INFORMATION, including any possible Addendum, please access Lea County's OpenGov Procurement portal at <https://procurement.opengov.com/portal/leacounty>.

Responses will be accepted electronically through the County's OpenGov Procurement portal until Monday, November 18, 2024 before 3:00 pm. Hard - Copy, Faxed or emailed responses will not be accepted. Responses received after that date and time will not be accepted. The Lea County Board of Commissioners reserves the right to: reject any and all responses that are not in its best interest and to cancel and reissue the RFP.

QUESTIONS must be submitted through the County's OpenGov Procurement portal before 5:00 pm on Friday, October 25, 2024. Only questions asked and answered in writing will be binding.

Gary Eidson, Chairman

Hobbs Daily News Sun

October 16, 2024

## II. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS (RFP)

Lea County invites qualified insurance brokers to participate in a selection process that will result in the County selecting an insurance broker to place all property/casualty insurance for the County that is not purchased through the New Mexico Counties Insurance Authority or directly from the State of New Mexico.

### B. SCOPE OF PROCUREMENT

The Broker shall provide insurance marketing and placement and consulting services for property and casualty insurance needs of the County. The County anticipates awarding a four (4) year contract term.

Please see Specifications Section VI. for requirements.

### C. TERM OF CONTRACT

This RFP is for a contract which will be effective upon execution by Lea County. Award will be for a duration of four (4) years.

### D. PROCUREMENT OFFICER

Lea County's Procurement Officer, whose name and contact information is listed here is responsible for the conduct of this procurement.

Name: Kelli Ferguson  
Title: Procurement Officer  
Address: 100 N. Main  
Lovington, NM 88260  
Email: kferguson@leacounty.net

### E. QUESTIONS

1. All questions shall **ONLY** be submitted online through the County's OpenGov Procurement portal at: <https://procurement.opengov.com/portal/leacounty>.
2. All questions are due before 5:00 pm on Friday, October 25, 2024.
3. No one other than the Procurement Officer has the authority to respond on behalf

of the County.

4. Questions will be answered by an Addendum to this RFP that will be distributed to all vendor accounts FOLLOWING this project on the County's OpenGov Procurement portal. All Addenda issued for this RFP will also be made available for viewing on the County's OpenGov Procurement portal.

### III. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

#### A. SEQUENCE OF EVENTS

The PROCUREMENT OFFICER will make every effort to adhere to the following schedule:

Issue of RFP:	October 16, 2024
Deadline to Submit Questions:	October 25, 2024, 5:00pm
Responses to Questions:	October 30, 2024
Submission of Proposals:	November 18, 2024, 3:00pm
Protest Deadline:	By 15 Days After Award

#### B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the "**Sequence of Events**" shown above.

1. **Issuance of RFP**  
This RFP is being issued on behalf of the Lea County Administration Department.
2. **Deadline to Submit Questions**  
Potential Offerors shall submit all questions ONLY through the [County's OpenGov Procurement portal](#) before 5:00 pm on Friday, October 25, 2024 as indicated in the "**Sequence of Events**" section of this RFP. Questions must clearly state the section of the RFP or other document which form the basis of the question.
3. **Responses to Questions**

Responses to questions submitted in the proper manner will be answered by Addendum with notification of such emailed to all FOLLOWERS of the project on the County's OpenGov Procurement portal. All Addenda will also be posted to the County's OpenGov Procurement portal.

**4. Submission of Proposals**

All RFP documents as well as any future addenda may be found on Lea County's OpenGov Procurement portal:

<https://procurement.opengov.com/portal/leacounty>.

Lea County will accept responses only through electronic submittal through their portal noted above. Responses to this RFP shall be submitted before 3:00 pm on Monday, November 18, 2024. Hard copy, faxed, or emailed responses will **NOT BE** accepted. No late submittals will be accepted. The Lea County Board of Commissioners reserves the right to reject any and all responses that are not in its best interest and to cancel and reissue the RFP.

Proposals must be submitted electronically through [Lea County's OpenGov Procurement portal](#).

A public log will be kept of the names of all Offerors that submitted proposals.

**5. Proposal Evaluation**

An Evaluation Committee will review and score proposals. Offerors shall not initiate discussions.

**6. Best and Final Offers**

Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers.

**7. Selection of Finalists**

Any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s). In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the County reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

**8. Contract Negotiations**

Pursuant to § 13-1-116 NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded and executed pursuant to this Request for Proposals.

If an Agreement cannot be negotiated with the firm(s) on the ranking list, the County may choose to negotiate with other qualified Offerors scored by the Committee or to terminate negotiations.

**9. Contract Awards**

The County shall negotiate a contract with the highest qualified business as selected by the selection committee for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable.

**10. Protest Deadline**

Any protest by an Offeror must be timely and in conformance with § 13-1-172 NMSA 1978 *et. seq.* and applicable procurement regulations.

**C. GENERAL REQUIREMENTS**

**1. Acceptance of Conditions Governing the Procurement**

By responding to this RFP, potential Offeror(s) indicate their acceptance of the Conditions Governing the Procurement and of the Evaluation Factors.

**2. Incurring Cost**

Any cost incurred by the potential Offeror in response to this RFP shall be borne solely by the Offeror.

**3. Company Responsibility**

The awarded company is solely responsible for fulfillment of all requirements of the contractual agreement which may derive from this RFP.

**4. Amended Proposals**

An Offeror may amend their proposal before the deadline for receipt of proposals. This can be accomplished by the Offeror navigating to their submitted proposal within OpenGov Procurement and clicking the "Unsubmit Proposal" button. The originally submitted version of the proposal will then no longer be in a "submitted" status and the Offeror will have full access to their proposal as originally submitted and any changes made must be saved and submitted prior to the deadline for receipt of proposals or the Offeror's proposal will not be considered for evaluation. Offeror shall be responsible for re-submitting their proposal prior to the deadline for receipt of proposals.

**5. Offeror's Right to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline of receipt of proposals. The Offeror must click the "Unsubmit Proposal" button in order to withdraw their proposal from consideration. If the deadline for receipt for proposals has already passed then Offers may no longer use the "Unsubmit Proposal" button and must submit a written request addressed to Kelli Ferguson and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

**6. Proposal Offer Firm**

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date.

**7. Disclosure of Proposal Contents**

- a. Proposals will be kept confidential until negotiations and the award are completed by the County. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Officer will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- b. Proprietary or Confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- c. Confidential data is restricted to:
  - i. confidential financial information concerning the Offeror's organization
  - ii. any data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, § 57-3A-1 to 57-3A-7 NMSA 1978.
  - iii. PLEASE NOTE: The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

**8. Termination**

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

**9. Sufficient Appropriation**

Any contract awarded as a result of this RFP process may be terminated if sufficient budget appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the company. The County's decision as to whether sufficient appropriations are available shall be final.

**10. Governing Law**

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

**11. Basis for Proposal**

Only information supplied, in writing, by Lea County through the Procurement Officer or in this RFP should be used as the basis for the preparation of Offeror proposals.

**12. Right to Waive Minor Irregularities**

The Evaluation Committee reserved the right to waive minor irregularities.

**13. Notice of Penalties**

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

**14. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of Lea County.

**15. Campaign Distribution Disclosure Form**

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form as a part of their proposal.

**16. New Mexico Preference (if applicable, not required)** Only one of the below Preference designations may be applied to this "Request for Proposals".

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

**a. New Mexico Resident / Resident Veterans Preference Certification**

To ensure adequate consideration and application of § 13-1-21 NMSA 1978, Offerors must include a copy of their New Mexico preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue: <https://www.tax.newmexico.gov/businesses/business-preference-certification/>. Preference is not applicable unless a certificate from the State is submitted with the response to this RFP.

In addition to a copy of the certification, the Offeror should sign and complete the Resident/Resident Veterans Preference Certificate form, as provided in this RFP.

**17. Insurance Requirements**

The Consultant shall procure and maintain during the term of this contract, insurance of the types and in the minimum amounts stated below:

	<b>Standard Insurance</b>	<b>Limits Not Less Than</b>
✓	Commercial and General Liability	\$1,000,000/\$2,000,000
✓	Automobile Liability	\$1,000,000/\$1,000,000
✓	Worker's Compensation as required by State Law	As required by Law
✓	Other legally required of the employer or for the contractor's occupation/profession.	As required by Law
	<b>Specialized Insurance</b>	
✓	Professional Liability	\$1,000,000
	Other / Specify	

#### **IV. RESPONSE FORMAT AND ORGANIZATION**

Failure to conform to these guidelines may result in the disqualification of the proposal.

##### **A. NUMBER OF RESPONSES**

Offerors shall submit only one proposal in response to this RFP.

##### **B. PROPOSAL PAGES**

All proposals must be submitted using standard 8 1/2 inch x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.). Proposals shall be organized according to the Proposal Format section of this RFP and broken down into the applicable pieces.

#### **V. SUBMITTAL REQUIREMENTS**

This section describes the format and organization of the Offeror's proposal. Failure to properly complete a submittal with all necessary required and requested information may result in the disqualification of the proposal.

##### **A. LETTER OF TRANSMITTAL\***

A letter of transmittal, which includes the following information: Name, address, telephone

and FAX number of business; Name of primary contact and email address; Authorized signature and title of offeror; Date of proposal; and, Statement that the offeror has the ability to provide the services requested and will comply with the contract terms and conditions set forth in the Request for Proposal, if awarded a contract.

\*Response required

**B. LICENSE - FAILURE TO PRESENT REQUIRED DOCUMENTATION WILL RESULT IN THE PROPOSAL BEING DEEMED NON-RESPONSIVE.\***

Evidence that you are an insurance broker currently licensed in the State of New Mexico. Are there any restrictions on this license? If so, what are they? Submit a copy of Errors and omissions insurance on your firm in the amount of not less than \$1,000,000.

\*Response required

**C. PERSONNEL\***

- A. Identify the person who will be the primary contract contact for the County and if different, the person who will market the insurance coverage for the County and if different, the person who will provide the administrative and policy services. (Only identify people who will actively work on the County's account.)
- B. For each person identified above, list that person's (a) primary work location, (b) any experience that person has had in providing the services listed above, (c) the experience of each person in working with public entities and (d) a resume on each person.
- C. For the primary contact, please identify the major public entity accounts currently serviced by this person. For each account please identify what coverages the primary contact provides. Please provide a contact person for each account that the County may contact.

\*Response required

**D. CAPACITY AND CAPABILITY\***

Provide an in-depth description of the services to be provided and how your company will fulfill the County's needs per the **Specifications** section. Any service that cannot be provided should be noted and if the Offeror is going to use a subcontractor to provide the service, describe the subcontractor that will be hired to fulfill the obligation. Offeror is responsible for the sub-contractor qualifications and performance. The Offeror is particularly encouraged to address all points that will be evaluated as described in the evaluation criteria. If a factor of evaluation is not adequately responded to by the Offeror, the Offeror may be determined to be non-responsive.

Provide information on access to insurance markets that provide coverage for (a) public entity liability insurance, (b) environmental impairment liability insurance, (c) airports and airport operations, and (d) health and accident insurance for volunteers.

\*Response required

#### **E. FEE SCHEDULE\***

Provide a fee schedule that includes all fees described in Compensation section of this RFP.

\*Response required

#### **F. OPTIONS, EXCEPTIONS OR VARIATIONS\***

Please download the below documents, complete, and upload.

- [Options Exceptions or Varia...](#)

\*Response required

#### **G. CAMPAIGN CONTRIBUTION DISCLOSURE FORM\***

Please download the below documents, complete, and upload.

- [Campaign Contribution Discl...](#)

\*Response required

#### **H. NEW MEXICO RESIDENT / RESIDENT VETERANS PREFERENCE CERTIFICATION**

This information is not required as part of your proposal. However, it is required if you wish to receive the evaluation preference for having one of the two certifications. If you possess one of these certifications and do not properly complete this portion of your proposal and provide the necessary documentation, you will not gain the preference for your proposal's evaluation.

Please download the below documents, complete, and upload.

- [New Mexico Resident or Vete...](#)

#### **I. NON-COLLUSION AFFIDAVIT\***

Please download the below documents, complete, and upload.

- [Non-Collusion Affidavit.pdf](#)

\*Response required

#### **J. INDEBTED TO OR EXPECTING RECEIVABLE FROM COUNTY INDIVIDUAL\***

Are you indebted to or have a receivable from any member of the Board of County

Commissioners; elected county officials, administration officials, department heads, and key management supervisors with the County of Lea?

Yes

No

\*Response required

When equals "Yes"

**1. INDEBTED TO OR EXPECTING RECEIVABLE FROM COUNTY INDIVIDUAL - EXPLANATION\***

You have indicated that you are indebted to or have a receivable from any member of the Board of County Commissioners; elected county officials, administration officials, department heads, and key management supervisors with the County of Lea.

Please explain.

\*Response required

**K. RELATIONS TO COUNTY INDIVIDUALS\***

Are you, or any officer of your company related to any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors of the County of Lea and have you had any of the following transactions since January 1, 2008, to which Lea County was, is to be, a party?

- **Sales, Purchase or Leasing of Property**
- **Receiving, Furnishing of Goods, Services or Facilities**
- **Commissions or Royalty Payments**

If the answer is yes to any one or more of the above transaction types, indicate "**YES**" to this question and explain in the next question.

Yes

No

\*Response required

When equals "Yes"

**1. RELATIONS TO COUNTY INDIVIDUALS - EXPLANATION\***

You have indicated that you or any officer of your company related to any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors of the County of Lea and have had any one or more of the following transactions since January 1, 2008, to which Lea County

was, is to be, a party.

- **Sales, Purchase or Leasing of Property**
- **Receiving, Furnishing of Goods, Services or Facilities**
- **Commissions or Royalty Payments**

Please indicate all of the above transaction types this applies to and provide an explanation for each type.

\*Response required

#### **L. FINANCIAL INTEREST OF COUNTY INDIVIDUAL\***

Does any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Lea, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the County of Lea?

Yes

No

\*Response required

When equals "Yes"

##### **1. FINANCIAL INTEREST OF COUNTY INDIVIDUAL - EXPLANATION\***

You have indicated that a member of the Board of County Commissioners; elected county officials, administration officials, department heads, or a key management supervisors with the County of Lea, has a financial interest in your company.

Please explain.

\*Response required

#### **M. AUTHORITY OVER BANK ACCOUNT\***

At any time from January 2008 through the present, did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Lea?

Yes

No

\*Response required

When equals "Yes"

**1. AUTHORITY OVER BANK ACCOUNT - EXPLANATION\***

You have indicated that between January 2008 through the present, you, your company, or an officer of your company have had or currently do have an interest in or signature authority over a bank account for the benefit of a member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Lea.

Please explain.

\*Response required

**N. EMPLOYMENT OF EMPLOYEES AND FAMILY MEMBERS\***

Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of County of Lea?

Yes

No

\*Response required

When equals "Yes"

**1. EMPLOYMENT OF EMPLOYEES AND FAMILY MEMBERS - EXPLANATION\***

You have indicated that you are negotiating to employ or that you currently do employ an employee, officer or family member of an employee or officer of County of Lea.

Please explain.

\*Response required

**O. RELATED PARTIES DISCLOSURE CONFIRMATION\***

I hereby confirm that the answers I have provided to the foregoing questions within the Related Parties Disclosure section of this RFP Response are correctly stated to the best of my knowledge and belief.

Please confirm

\*Response required

**P. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS\***

Offeror certifies to the best of its knowledge and belief that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Department or Agency;

have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and

Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

Offeror understands that a false statement on this certification/confirmation may be grounds for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Please confirm

\*Response required

#### **Q. SUBMITTAL CONFIRMATION\***

Proposer hereby certifies that all information provided within this submittal is accurate to the best of their knowledge and acknowledges that they have provided proof of their authority to submit a proposal on behalf of the stated Company in their Submittal Form.

Please confirm

\*Response required

### **VI. SPECIFICATIONS**

#### **A. INSURANCE BROKER SERVICES SHALL INCLUDE:**

- Timely and unbiased information regarding the most advantageous insurance markets from the standpoint of cost, service, coverage and financial stability.
- Assistance in the preparation of underwriting data required by insurers.
- Market insurance policies requested by the County and present all reasonable offers in a timely manner along with the recommendations of the Broker.
- Place all coverage as approved by the County. Note: Almost all policies of insurance below have a July 1<sup>st</sup> anniversary date.
- Verifying the accuracy and adequacy of all Policies, endorsements and invoices.
- Where possible, price and coverage proposals 60 days prior to inception or renewal. Some coverage may require approval of the Board of County

Commissioners that meets every two weeks and items for their consideration need to be submitted four weeks in advance.

- Consultation and brokerage services to assist the County as agreed upon.
- This may be a multi-term contract for up to four years.

**B. THE BROKER SHALL PROVIDE THE SERVICES LISTED ABOVE FOR THE FOLLOWING POLICIES AND ACTIVITIES:**

- A. The County purchases an Environmental Impairment Liability policy for various County exposures. The County also is a property owner where four (4) public waste collection and transfer stations operate.
- B. The County purchases an Airport Owners Liability Insurance policy for its airports at Hobbs, Lovington, and Jal.
- C. The County purchases an Accident and Health Policy for the County related activities of its volunteer fire fighters.
- D. The County purchases general liability and law enforcement policies.
- E. The County purchases insurance for errors and omissions for its elected officials and employees.
- F. The County purchases insurance for its 1979 6-seat Cessna TU206G.
- G. The County may request the broker to provide other insurance related services to include actuarial analysis of county losses, evaluation of self-insurance alternatives to commercial insurance, assistance in recreating historical insurance records and evaluation of third party administrators. If any of these services are requested, the compensation will be negotiated separately from the compensation in this RFP and will be agreed to in writing and in advance of the work and identified as a change order to this RFP.

**C. BROKER QUALIFICATIONS SHALL INCLUDE:**

- A. Licensed in the State of New Mexico without any restrictions (Mandatory Requirement).
- B. Errors and omissions insurance on your firm in the amount of not less than \$1,000,000 (Mandatory Requirement).
- C. Information identifying technical competence of your business that includes the identification, organization, and accessibility of personnel.
- D. Past experience with public entity clients and ability to meet schedules.
- E. Information identifying your firms' capacity and capability to perform the work required by the County, including any specialized services, and resumes of key personnel to be assigned to the County. Access to insurance markets that provide coverage for (a) public entity liability insurance, (b) environmental impairment liability insurance, (c) airports and airport operations, and (d) health and accident insurance

for volunteers.

**D. CONCEPTUAL PROPOSAL:**

**Background: To prepare your conceptual proposal, the following information is provided:**

- A. Environmental Liability Issues:
  - 1. There are no waste treatment plants operated by the County.
  - 2. The County operates and maintains one landfill through a third-party contract, three satellite locations, and two convenience centers on county owned property.
- B. Volunteer Fire Fighters: The County's 4 fire departments are mostly staffed with approximately 42 volunteers.
- C. Airport: The three airports at Hobbs, Jal, Lovington are County owned and maintained airports. No aviation losses at the airport have been related to the operation or maintenance of the airport.

**Conceptual Proposal Shall Include:**

- A. A description of the issues that the County needs to address in placing insurance for Environmental Impairment Liability Coverage. As part of that description proposals shall:
  - 1. Identify the markets that you would approach in order of your preference.
  - 2. For each market, indicate whether the insurer is admitted in New Mexico.
  - 3. Indicate any variations in the broadness of the coverages offered by these markets.
  - 4. Identify the major coverages, exclusions and conditions associated with the coverage forms.
  - 5. Identify any additional issues you would suggest the County consider when purchasing this coverage.
- B. A description of the issues that the County needs to consider in placing Accident and Health Insurance for Volunteer Fire Fighters. As part of that description proposals shall:
  - 1. Identify the markets that you would approach in order of your preference.
  - 2. For each market, indicate whether the insurer is admitted in New Mexico.
  - 3. Indicate any variations in the broadness of the coverages offered by these markets.
  - 4. Identify major coverages, exclusions and conditions associated with the

coverage forms.

5. Identify any additional issues you would suggest the County consider when purchasing this coverage.
- C. A description of the issues that the County needs to address in placing insurance on the three County airports. As part of that description proposals shall:
1. Identify the markets that you would approach in order of your preference.
  2. For each market, indicate whether the insurer is admitted in New Mexico.
  3. Indicate any variations in the broadness of the coverages offered by these markets.
  4. Identify major coverages, exclusions and conditions associated with the coverage forms.
  5. Identify any additional issues you would suggest the County consider when purchasing this coverage.
- D. Explain other insurance related services you can provide to include actuarial analysis of county losses, evaluation of self-insurance alternatives to commercial insurance, assistance in recreating historical insurance records and evaluation of third party administrators, expertise in substantive areas of local government services.
- E. The only coverage Lea County has with NMCIA is a Workers Compensation policy. If you have this coverage at a better rate, please feel free to include an offer in your proposal.

## **E. COMPENSATION:**

The County prefers a fixed percentage commission from the carrier paid by the insurers for the services in this RFP. To the extent that commissions may be part of your compensation, explain how they will be disclosed. All fees, commissions, and contingent fee arrangements with insurers used by the broker on this account, must be disclosed. Propose as specific of a compensation level as possible and identify what factors may affect it. The County expects to negotiate the final scope of services and compensation with the successful broker.

## **VII. EVALUATION**

### **EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within this RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Officer may contact the Offeror for clarification of the response.
3. Responsive proposals will be evaluated on the factors set forth in this RFP, which have been assigned a point value. The responsible Offerors with the highest scores may be selected as finalists, based upon the proposals submitted. The responsible Offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors, will be recommended for award.
4. Percentages for New Mexico Preferences will be determined based upon the point based system outline in § 13-1-21 NMSA 1978.

The County will be awarding this contract based on evaluation criteria below and interview if desired. Points will be awarded based on the thoroughness and clarity of the response. The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p><b>Broker Qualifications</b></p> <p>Technical Competence</p> <ul style="list-style-type: none"> <li>• Identification, organization and accessibility of personnel. - 100 points</li> <li>• Past experience with public entity clients and ability to meet schedules. - 100 points</li> </ul> <p>Capacity and Capability</p> <ul style="list-style-type: none"> <li>• Capacity and capability to perform the work required by the County.</li> <li>• Specialized services - 100 points</li> <li>• Experience and resumes of key personnel to be assigned to the County. - 200 points</li> <li>• The identification of and access to insurance markets that provide coverage for: - 100 points               <ul style="list-style-type: none"> <li>○ Public entity liability insurance</li> <li>○ Environmental impairment liability insurance</li> <li>○ Airports and airport operations</li> <li>○ Law enforcement liability</li> <li>○ Health and accident insurance for volunteers.</li> </ul> </li> </ul>	Points Based	600 (64.9% of Total)

2.	<b>Conceptual Proposal</b> <ul style="list-style-type: none"> <li>• Environmental Impairment Liability Coverage - 75 points</li> <li>• Accident and Health Insurance for Volunteer Fire Fighters - 75 points</li> <li>• Insurance on the three county airports - 75 points</li> <li>• Market or to test the market for those coverages currently placed with NMCIA - 50 points</li> <li>• Other insurance related services - 50 points</li> </ul>	Points Based	325 (35.1% of Total)
----	---	--------------	----------------------------



Lea County  
Procurement

100 N. Main Ave, Lovington, NM 88260

**EVALUATION TABULATION**

RFP No. 3 - (24-25)

Insurance Broker

RESPONSE DEADLINE: November 18, 2024 at 3:00 pm

Report Generated: Friday, June 27, 2025

**SELECTED VENDOR**

**VENDOR AWARDED BY THE EVALUATION PROCESS**

Vendor	Location
Daniels Insurance Agency, Inc.	Hobbs, NM

**VENDOR QUESTIONNAIRE PASS/FAIL**

Question Title	Daniels Insurance Agency, Inc.	USI
Letter of Transmittal	Pass	Pass
License - Failure to present required documentation will result in the proposal being deemed non-responsive.	Pass	Pass
Personnel	Pass	Pass
Capacity and Capability	Pass	Pass
Fee Schedule	Pass	Pass
Options, Exceptions or Variations	Pass	Pass
Campaign Contribution Disclosure Form	Pass	Pass
New Mexico Resident / Resident Veterans Preference Certification	Pass	Pass
Non-Collusion Affidavit	Pass	Pass

EVALUATION TABULATION

RFP No. 3 - (24-25)

Insurance Broker

Question Title	Daniels Insurance Agency, Inc.	USI
Indebted To or Expecting Receivable From County Individual	Pass	Pass
Indebted To or Expecting Receivable From County Individual - Explanation	No Response	No Response
Relations to County Individuals	Pass	Pass
Relations to County Individuals - Explanation	No Response	No Response
Financial Interest of County Individual	Pass	Pass
Financial Interest of County Individual - Explanation	No Response	No Response
Authority Over Bank Account	Pass	Pass
Authority Over Bank Account - Explanation	No Response	No Response
Employment of Employees and Family Members	Pass	Pass
Employment of Employees and Family Members - Explanation	No Response	No Response
Related Parties Disclosure Confirmation	Pass	Pass
Certification Regarding Debarment, Suspension, and Other Responsibility Matters	Pass	Pass
Submittal Confirmation	Pass	Pass

## PHASE 1

### EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Broker Qualifications	Points Based	600 (64.9% of Total)

Description:

EVALUATION TABULATION

RFP No. 3 - (24-25)

Insurance Broker

---

Technical Competence

- Identification, organization and accessibility of personnel. - 100 points
- Past experience with public entity clients and ability to meet schedules. - 100 points

Capacity and Capability

- Capacity and capability to perform the work required by the County.
- Specialized services - 100 points
- Experience and resumes of key personnel to be assigned to the County. - 200 points
- The identification of and access to insurance markets that provide coverage for: - 100 points
  - Public entity liability insurance
  - Environmental impairment liability insurance
  - Airports and airport operations
  - Law enforcement liability
  - Health and accident insurance for volunteers.

Criteria	Scoring Method	Weight (Points)
Conceptual Proposal	Points Based	325 (35.1% of Total)

Description:

- Environmental Impairment Liability Coverage - 75 points
- Accident and Health Insurance for Volunteer Fire Fighters - 75 points
- Insurance on the three county airports - 75 points

- Market or to test the market for those coverages currently placed with NMCI - 50 points
- Other insurance related services - 50 points

**AGGREGATE SCORES SUMMARY**

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 925)
Daniels Insurance Agency, Inc.	925	870	895	<b>896.67</b>
USI	625	820	825	<b>756.67</b>

**VENDOR SCORES BY EVALUATION CRITERIA**

Vendor	Broker Qualifications Points Based 600 Points (64.9%)	Conceptual Proposal Points Based 325 Points (35.1%)	Total Score (Max Score 925)
Daniels Insurance Agency, Inc.	583.3	313.3	<b>896.67</b>
USI	463.3	293.3	<b>756.67</b>

**INDIVIDUAL PROPOSAL SCORES**

<b>Daniels Insurance Agency, Inc.</b>	
<b>Broker Qualifications   Points Based   600 Points (64.9%)</b>	
	Evaluator 1: 600
local access to competent personnel	
	Evaluator 2: 580
Responsive. Accessibility local.	

Evaluator 3: 570

They have demonstrated significant strengths in past experience, local presence, adequate personnel capacity, and meeting all requirements.

**Conceptual Proposal | Points Based | 325 Points (35.1%)**

Evaluator 1: 325

capable in coverage

Evaluator 2: 290

Responsive.

Evaluator 3: 325

Met all requirements

**USI**

**Broker Qualifications | Points Based | 600 Points (64.9%)**

Evaluator 1: 300

Not a local company

Evaluator 2: 540

Responsive. Lack of accessibility.

Evaluator 3: 550

Local Presence: The organization is not based locally, which may impact their ability to respond quickly and effectively to the specific needs and dynamics of our county. Personnel Capacity: The organization currently lacks sufficient personnel to adequately cover the requirements of the county. This limitation could affect their ability to deliver services consistently and at the required scale.

Community Experience: The organization has limited experience working with the communities in our area. This lack of familiarity may hinder their ability to engage effectively and understand the unique challenges and needs of these communities.

Conceptual Proposal | Points Based | 325 Points (35.1%)

Evaluator 1: 325

capable in coverage

Evaluator 2: 280

Responsive.

Evaluator 3: 275

The organization successfully meets all the requirements, with the exception of providing Accident and Health Insurance for Volunteer Firefighters. While they demonstrate having volunteer, more detailed information could have been provided.