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**REQUEST FOR PROPOSAL**

**FOR**

**COMPREHENSIVE PROPERTY / CASUALTY / AUTO / COMMERCIAL  
AND PROFESSIONAL LIABILITY INSURANCE**

(NIGP CODES 95352-95360, 95377, 95392, & 95861)

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**PROPOSALS DUE: (COB) 10:00 A.M. MAY 15, 2019**

Middle Rio Grande Conservancy District  
1931 Second Street, S.W.  
Post Office Box 581  
Albuquerque, New Mexico 87103  
(505) 247-0234

## INTRODUCTION

### BRIEF HISTORY

The Middle Rio Grande Conservancy (MRGCD) is a political subdivision of the State of New Mexico and is governed by New Mexico State Statutes NMSA 1978, Chapter 73. The NM Legislators created MRGCD by Conservancy Act of 1923. The MRGCD extends from Cochiti Dam to the north boundary of Bosque Del Apache National Wildlife Refuge. The MRGCD Board of Directors approves an annual fiscal budget and the current 2014/15 fiscal year budget is \$25,801,389 which ends June 30, 2019. The MRGCD employs approximately 200 employees and operates five (5) offices; with the central office located at 1931 Second Street, SW Albuquerque, New Mexico.

The MRGCD encompasses approximately 150 river miles from Cochiti Dam to the north boundary of Bosque Del Apache. It varies approximately 1 to 5 miles in width. The total area is 277,760 acres with approximately 28,500 acres of Indian land and 128,787 acres of irrigable lands. Presently, there are approximately 60,000 property owners that use irrigation facilities.

The MRGCD serves six Middle Rio Grande Pueblos including Cochiti, Santo Domingo, San Felipe, Santa Ana, Sandia and Isleta. The Pueblos participate as qualified electors in MRGCD elections. The major functions of the MRGCD are to divert, transport and deliver irrigation water efficiently to the water users, provide flood protection from the Rio Grande via properly maintained levees and provide subsurface drainage benefits to the valley by operating and maintaining the drains resulting in a lowering of the water table.

The MRGCD maintains contracts with Department of the Interior, Bureau of Indian Affairs, Corp of Engineers, and US Fish and Wildlife Service. The MRGCD also works very closely with the State of NM, cities, counties and other agencies within the state.

The Board of Directors consists of seven elected members as follows: 1-member, Sandoval County; 3-members, Bernalillo County; 1-member, Valencia County; 1-member, Socorro County; and 1-member, At-Large. Terms are four years each with staggered elections on odd numbered years.

## SECTION I

### CONDITIONS GOVERNING THE PROCUREMENT

#### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The MRGCD, hereinafter referred to as “MRGCD” invites Offerors to submit a proposal for a Comprehensive Property/Casualty/Auto/Commercial and Professional Liability Insurance Program. Proposals submitted in response to this solicitation must comply with the requirement of the RFP.

It is the intent of the MRGCD to enter into contracts for services described herein with one or multiple carriers.

Insurance coverage and services are as follows; please include complete detail of coverage that will be encompassed and applicable for these specific lines of coverage:

- a. Property
- b. Commercial General Liability
- c. Inland Marine
- d. Automobile Liability/Physical Damage
- e. Professional Liability/Public Officials Errors and Omissions
- f. Workers Compensation and Employers Liability
- g. Employee Practices Liability
- h. Employee Benefits Liability
- i. Crime Coverage

#### B. PROCUREMENT MANAGER

Any inquiries or requests regarding this procurement should be submitted in writing to the designated Procurement Manager listed below. Offerors may contact ONLY the Procurement Manager regarding the procurement. Inquiries and requests made to other MRGCD staff will not be responded to. All responses will be in writing and will be distributed to all potential Offerors who receive a copy of this Request for Proposal.

Jeanette Bustamante, Procurement Manager  
Middle Rio Grande Conservancy District  
1931 Second Street, SW  
P.O. Box 581  
Albuquerque, NM 87103  
(505) 247-0234

#### C. TERM OF CONTRACT/RENEWAL

The contract shall be a multiple year contract not exceed four (4) year(s) including all extensions and renewals. The term of the contract shall be one-year beginning July 1, 2019 and ending June 30, 2020, with option to extend for three (3) successive one-year terms. The parties may mutually agree to a renewal of this contract in one-year intervals, or any interval that is advantageous to the MRGCD. Should either party seek to establish a right to terminate this contract for reasons other than the expiration of the time periods set out in this paragraph, such party shall provide prior notice of its intent to do so not less than ninety (90) days from the date of possible termination.

## D. REQUIRED GENERAL INFORMATION

Information provided or requested for this RFP process may contain confidential utilization data. Therefore, the information is to be used only in connection with the preparation of this RFP packet. Offerors are requested to destroy or properly dispose of all confidential data and, upon request, provide confirmation to MRGCD that such information was destroyed.

## E. RFP PROPOSALS

The MRGCD is requesting proposals which provide for all requested coverage. Proposals will be evaluated based on each individual line of coverage independently of each other, and each product line must contain a proposal sheet, which at minimum contains the information for each product line requested. Offerors may utilize their own product description as long as it contains the same elements. At the very least, each proposals must contain the following details:

- Detailed Description of coverage provided
- Complete Itemized listing of ALL exclusions and limitation forms
- Coverage limits
- Coverage deductibles
- Premium Cost
- Carrier/Provider
- Carrier/provider rating
- All other RFP requested information

## F. QUALIFICATIONS

1. Agents responding with proposals must complete the agent questionnaire form.

Preferred Qualifications:

- Local point of support
    - Previous experience with governmental entities, proposing agent and insurance agency
  - Identify all designated account representative(s); include resumes
  - Licensed in the State of New Mexico for a minimum of five (5) years (please provide agency description)
  - Submit a summary of all property/casualty, auto, general liability, E&O and work comp safety training and loss control services available to the MRGCD. Indicate charges, if applicable, for services that are in addition to the proposed premiums.
2. Carrier Qualification – Carriers may respond directly or provide quotes through an agent. Complete descriptions of the carrier should be provided irrespective of the agent's qualification. All proposals must contain a completed insurer questionnaire for each provider of coverage. Proposals will also be accepted from governmental insurance pools. The RFP should include descriptions of the carrier which include the following:

#### Preferred Qualifications:

- Number of years in business
- Carrier's Rating: "A" or higher (A.M. Best, Standard & Poor's, Moody's, Fitch, Etc.)
- Point of service claims, underwriting
- Experience, provided coverage to governmental entities
- Ability to provide monthly, quarterly and annual loss data for utilization management

#### G. LEGAL REQUIREMENTS:

All submissions shall comply with federal, state and local insurance laws related to the submission of insurance proposals. All proposals that are submitted must be signed by an authorized representative who has the legal authority to bind the insurer to the coverage proposed.

#### H. REFERENCES:

Proposal must contain at minimum five (5) references, 2 private and 3 public entities for which the Offeror has provided similar services within the last five (5) years, include the name of entity, full name of the contact person and phone number who has knowledge of the Offerors performance record.

#### I. DEFINITION OF TERMINOLOGY

This paragraph contains definitions that are used throughout this RFP, including appropriate abbreviations.

"Agreement" shall mean a duly executed and legally binding contract.

"Close of Business" shall mean 4:30 p.m. local standard time.

"Contractor" shall mean successful Offeror.

"Desirable" means the terms "may", "can", "should", "preferably", or "prefers" identifies a desirable or a discretionary item or factor for the MRGCD to determine.

"Determination" means the written documentation of a decision of a Procurement Manager including findings of fact required supporting a decision. A determination becomes part of the procurement file to which it pertains.

"Evaluation Committee" means a body recommended by the MRGCD Chief Executive Officer and approved by the Chairman of the Board. The Evaluation Committee may consist of MRGCD Directors, employees and other agency representatives, and/or outside experts in this field as required. The objective of the Evaluation Committee is to evaluate, score, rank the proposals and recommend the Offeror whose proposal is most responsive and in compliance with the specifications and requirements of the RFP.

"Finalist" is defined as an Offeror who meets all the mandatory specifications of the RFP and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

"Mandatory" means the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror's proposal, without exception.

"MRGCD" shall refer to the Middle Rio Grande Conservancy District.

"Notice of Award" shall mean a formal written notice by the Purchasing Department.

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal.

“Owner” is synonymous with the MRGCD.

“Procurement Manager” means the person or designee authorized by the MRGCD to manage or administer procurements requiring the evaluation of competitive sealed proposals.

“Purchase Order” means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing Agreement.

“Request for Proposal” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his, or its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

“Responsive Offer” or “Responsive Proposal” means an offer or proposal, which conforms in all material respects to the requirements set forth in the request for proposal, including all mandatory requirements. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

**SECTION II**  
**SCHEDULE OF EVENTS**

This section of the RFP outlines and describes the major events of the Selection Process and specifies general requirements.

**A. SEQUENCE OF EVENTS**

Item	Action	Responsibility	Date
1.	Issue of RFP	MRGCD	March 25, 2019
2.	Deadline to Submit Questions	Offeror	April 5, 2019
3.	Pre-Proposal Meeting	MRGCD/Offerors	April 10, 2019 10:00 a.m.
4.	Deadline for Acknowledgement of Receipt Form	Offeror	April 10, 2019 (COB)
5.	Response to Questions/RFP Amendments	MRGCD	April 15, 2019
6.	Submission of Proposal	Offerors	May 15, 2019 10:00 a.m.
7.	Proposal Evaluation, Short-listing	MRGCD	May 15-20, 2019
8.	Notice to Finalist(s)/Non-Finalists	MRGCD	May 20, 2019
9.	Best and Final Offers	Offeror	May 28, 2019
10.	Interviews/Oral Presentations	MRGCD /Offeror	TBD
11.	Recommendation/Approval	MRGCD	June 10, 2019
12.	Notice of Award	MRGCD	June 11, 2019
13.	Protest	Offerors	June 26, 2019 (COB)

**B. EXPLANATION OF EVENTS**

**1. Distribution of RFP Document**

This RFP is issued by the MRGCD Purchasing Department in accordance with the provisions of Sections 13-1-120 and 13-1-121 NMSA 1978. The MRGCD Purchasing Department is the only organization who is authorized to make copies and/or distribute this RFP in any format. A distribution list of those who receive the RFP will be maintained throughout the procurement process and will become part of the procurement file. Receipt of a Proposal from firms not included on the distribution list may result in immediate disqualification.

**2. Deadline to Submit Written Questions**

Potential Offerors are expected to examine the complete RFP document. Failure to do so will be at the Offeror's risk. Written questions as to the intent or clarity of this RFP shall be submitted by COB April 5, 2019. All written questions must be submitted to the

Procurement Manager as described in Section I.B. Questions shall be clearly labeled and shall cite the Section(s) and Item(s) in the RFP. Include the e-mail address for the individual appointed to receive responses to the questions. The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed in writing.

3. Pre-Proposal Meeting

A pre-proposal conference will be held on **Wednesday April 10, 2019 at 10:00 AM** Mountain Daylight Time at the MRGCD General Office, 1931 2nd Street SW, Albuquerque, New Mexico 87102. Potential Offeror's are encouraged to submit written questions in advance of the conference to Ms. Bustamante. The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the meeting. All written questions will be addressed at the meeting. A public log will be kept of the names of potential Offeror's that attended the pre-proposal conference. Attendance at the pre-proposal conference is not a pre-requisite but highly recommended.

4. Acknowledgement of Receipt Form

Potential Offerors should hand deliver, return by facsimile, e-mail, or registered or certified mail the "Acknowledgement of Receipt Form" that accompanies this document as Appendix 5 to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated, and returned by close of business **April 10, 2019**. The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the "Acknowledgment of Receipt Form" shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

5. Responses to Written Questions

Written responses to written questions will be distributed **April 15, 2019** to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offerors that provide "Acknowledgement of Receipt Forms" described in Section II.B.2.

6. Submission of Proposal

All Offeror proposals must be received for review and evaluation, no later than **10:00 a.m. local time Wednesday, May 15, 2019**, addressed to the MRGCD P.O. Box 581, Albuquerque, New Mexico 87103. The MRGCD will date and time stamp the sealed envelope upon receipt. It is the responsibility of the Offeror to ensure that proposals are received at the address listed above prior to the deadline. **Proposals received after this deadline will not be accepted.** Proposals must be sealed, with identified section tabs, and labeled on the outside of the package to clearly indicate response to the **PROPERTY, CASUALTY, AUTO/COMMERCIAL, and PROFESSIONAL LIABILITY INSURANCE**. Proposals by facsimile or any other electronic method WILL NOT be accepted.

A public log will be kept of the names of all Offeror organizations which submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to an award of contract.

7. Proposal Evaluation/Short listing



The Evaluating Committee will evaluate all proposals on **May 15-20, 2019**. The Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposal. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors. Each responsive Offeror will be notified in writing as to their status following the short listing. A public log will be kept of the names shortlisted for interviews.

8. Notice of Finalists/Non-Finalists

Each responsive Offeror will be notified in writing on **May 20, 2019** whether their proposal has been shortlisted. A public log will be kept of the names and rankings of all Offerors shortlisted for interviews.

9. Best and Final Offer

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by **May 28, 2019**. Best and final offers may be clarified and amended at the finalist offeror's oral presentation.

10. Oral Presentation (TBD)

Finalist Offerors may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time for each offeror presentation. All Offeror presentations will be held at the MRGCD office Albuquerque, NM, and oral presentation will be limited to one (1) hour in duration.

11. Board Approval

Recommendation will be submitted to the MRGCD Board who will take action for approval and award of contract for Property/Casualty/Commercial and Professional Liability Insurance on Monday, **June 10, 2019**. This contract shall be awarded to the offeror whose proposal is most advantageous to the MRGCD, taking into consideration the evaluation factors set forth in the RFP.

12. Notice of Award

The MRGCD reserves the right to award the coverage in whole or as stand-alone products. The Procurement Manager will notify all finalists in writing of the final award on **June 11, 2019**.

13. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1 172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive offerors shall begin on the day following the contract award and will end as of 4:30 p.m. Mountain Time on **June 26, 2019**. Protests must be written and must contain the name and address of the protestant, the name of this solicitation, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted. The protest must be addressed and delivered to as follows:

Ms. Jeanette Bustamante, Procurement Manager  
Middle Rio Grande Conservancy District  
PO Box 581  
Albuquerque, NM 87103-0581  
505 247-0235 ext. 1329  
[jeanette@mrgcd.com](mailto:jeanette@mrgcd.com)

### SECTION III GENERAL INFORMATION

This section contains specific information about the process, general conditions, and instructions, which govern this procurement.

1. Written questions about this RFP and requests for additional information shall be provided no later than COB March 23, 2019 to the Procurement Manager. The entity will not respond to verbal inquiries.
2. The MRGCD reserves the right to: (a) reject any and all proposals; (b) give full and proper consideration to the company's insurance policy proposed, knowledge, experience and servicing assistances of the insurance company presenting the offer; (c) waive any minor technicalities; (d) reserves the right to award in whole or by individual lines of coverage, whichever the MRGCD determines is in the best interest of the MRGCD.

The MRGCD reserves the right to award coverage independently as stand-alone products. The final procurement decisions will be made based on the options that are most advantageous to the MRGCD.

It is the intent of the MRGCD to award the proposal to the carrier(s) with a high AM best rating, experience with governmental entities, offers coverage to meet the specifications with the least amount of exceptions, and that possess the capability to offer additional loss control and training resources to MRGCD.

3. RFP Inquiries – Offerors are expected to examine the complete RFP document. Failure to do so will be at Offeror's risk.

If an addendum/amendment is necessary, it will be posted on the MRGCD's website and will be provided to all who have received a complete set of proposal documents and who have submitted their Acknowledgment of Receipt form.

No verbal or other information that is obtained other than by information in this document or by addendum to the RFP will be binding to the MRGCD.

4. Incurring Cost - Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
5. Subcontractors - All work that may result from this procurement must be performed by the successful Offeror and payments will only be made to the successful Offeror.
6. Amended Proposals - An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter.
7. Right to Reject Proposal – The MRGCD reserves the right to reject a proposal from any Offeror who has previously failed to perform properly, has caused the MRGCD to incur unreasonable costs or expense, failed to complete on time an agreement of a similar nature, or who is not in a position to perform the work governed by this RFP.
8. Offeror's Rights to Withdraw Proposal – Offerors may withdraw their proposals at any time, prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is at the discretion of the Procurement Manager.
9. Disclosure of Proposal Contents – The content of proposals will be kept confidential until the Procurement Manager has issued the written Notice of Award. At that time, all proposals will be

open to the public; except for the material which has been previously noted and deemed as proprietary or confidential.

10. Confidentiality – Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as trade secrets in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. Any pages of a proposal on which the Offeror has stamped or imprinted “proprietary” or “confidential” must be readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal.
11. Cancellation – This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Procurement Manager determines such action to be in the best interest of the MRGCD.
12. Sufficient Appropriation – Any Agreement awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Contractor. The MRGCD’s decision as to whether sufficient appropriations and authorizations are available is in the sole discretion of the MRGCD and shall be final and binding upon the Contractor.
13. If the determination is made that there is insufficient funding to continue or finalize the services, the Contractor will be compensated to the level of effort performed; as authorized by the MRGCD prior to that determination.
14. Acceptance of Conditions Governing the Procurement – Offerors must indicate their acceptance of the Conditions Governing the Procurement, Section I, in the Submittal Letter. Submission of a proposal constitutes acceptance of all conditions contained herein including the evaluation factors contained in this RFP.
15. Offeror Qualifications – The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.
16. Right to Waive Minor Irregularities – The MRGCD reserves the right to waive minor irregularities. The MRGCD also reserves the right to waive mandatory requirements if the mandatory requirement not met does not otherwise materially affect the procurement. This right is at the sole discretion of the MRGCD.
17. Notice – The New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.
18. Release of Information – Only the MRGCD is authorized to release information covered by this RFP. The Offerors must refer to the MRGCD any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.
19. Ownership of Documents – Any specifications and other project documents are the property of the MRGCD.
20. Costs Incurred in Responding – This solicitation does not commit the MRGCD to pay any costs incurred in the preparation, submission or oral presentation of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.
21. It is anticipated that an Agreement will be awarded within 30-45 days after receipt of proposals. The anticipated Agreement term will be initially for one (1) year period with an option to renew for three (3) additional 1 year terms.
22. Proof of licensing – Companies responding to this RFP must be licensed and authorized to do business in the State of New Mexico and have at least five (5) years’ experience underwriting

property/casualty/auto/commercial and professional liability, and work comp coverage in New Mexico with public entities. Offeror qualifications must be included as an exhibit to your proposal.

23. W-9 Information – Pursuant to Federal Tax Law (Internal Revenue Code, Section 6041), the MRGCD is required to obtain a Taxpayer Identification Number (TIN) and a completed W-9 from the successful Offeror.
24. Applicable Law – This procurement and any Agreement that may result from this procurement shall be governed by all Federal, State of New Mexico and any other applicable laws.
25. Award of Agreement – Award will be to the responsive Offeror(s) for individual line of coverage whose proposal conforms to the Request for Proposals and which is most advantageous to the MRGCD.

### **MANDATORY REQUIREMENTS**

- A. Offerors responding to this RFP must be licensed and/or authorized to do business in the State of New Mexico and have at least five (5) years of experience writing Property, Liability and Automobile coverage in New Mexico. Proposer qualifications must be included as an exhibit to their proposal.
- B. Offerors must attach a brief biography describing the experience of the person assigned to handle this account.
- C. Submit a summary of all Property, Liability and Automobile loss control services available to the MRGCD. Also include services that are available where a fee may be applicable.
- D. Offerors must include a copy of their recently audited financial statement with their proposal.
- E. Offerors must include a detailed statement of their knowledge and operations of the MRGCD and related insurance needs. By submitting a response to this RFP, Offeror acknowledges it understands and will comply with the RFP specifications and “All” requirements.
- F. Offeror agrees that it may not modify, withdraw, or cancel its proposal for a 120-day period following the RFP response due date, or receipt of a best and final offer, if required.

## SECTION IV

### RESPONSE FORMAT AND ORGANIZATION:

This section describes the format and organization of the Offeror's responses. Failure to conform to these guidelines may result in the disqualification of the proposal.

A. Number of Responses

Offerors shall submit only one proposal.

B. Number of Copies

Offerors shall deliver one (1) original and three (3) identical copies of their proposal.

C. Proposal Format

Letter of Transmittal

Include at-least the following information:

1. Name, address and telephone number of Offeror;
2. Name and telephone number of primary contact;
3. Signature of the Offeror or of an officer or employee who certifies that he/she has the authority to bind offeror;
4. Date of the proposal;
5. A statement that Offeror, if awarded the contract, will comply with all terms and conditions set forth in this RFP;
6. A statement that Offeror's proposal is valid for sixty (60) days after the deadline for submission of proposals.

D. Mandatory Forms

Campaign Contribution Disclosure Form Appendix 1; Debarment and Suspension Form, Appendix 2; NM Health Employees Health Coverage Form, Appendix 4; and Conflict of Interest Affidavit, Appendix 7, and Acknowledgement of Receipt Form, Appendix 8.

## SECTION V

### EVALUATION CRITERIA

The selection of a proposal for insurance will be made after a thorough and careful evaluation of the proposals received. Each proposal will be evaluated for acceptability, whose proposal is most advantageous to the MRGCD, taking into consideration the evaluation factors outlined below.

The MRGCD reserves the right to award individually by each line of coverage or in whole.

MRGCD will evaluate qualifications and select the most responsible, responsive proposal.

<b>FACTORS</b>	<b>WEIGHT</b>
a. Product Lines, Coverage Specifications, & Specimen	55
b. Agent experience & qualifications	30
c. Insurer qualifications & service capability (loss control services, and ratings)	40
d. Understanding of MRGCD's business and related insurance needs	20
e. Cost	30
<b>TOTAL SCORE</b>	175
f. Supplementary Information i.e. financial history, etc.	<b>0</b>
g. Current Clients and Conflict of Interest Affidavit, Campaign Contribution, Debarment & Suspension, NM Employees Health Coverage, and Acknowledgement of Receipt Form	<b>MANDATORY</b>

## SECTION VI

### GENERAL UNDERWRITING REQUIREMENTS TO ALL LINES OF INSURANCE

1. Covered Parties  
Covered parties for all lines of coverage shall be:
  - a. The MRGCD
  - b. Any employee of the MRGCD acting within the scope of duty
  - c. Any officer, administrator, or Board of Director acting within the scope of their duties, employment, or assigned responsibilities of their appointment.
2. Exclusions:
  - a. Auto physical damage and liability shall be for vehicles 3 years old and newer and any other identified units that shall be specifically listed on a schedule.
3. Cancellation and Renewal:
  - a. The effective date of coverage for all lines of coverage will be July 1, 2019, expiring on June 30, 2020.
  - b. The MRGCD reserves the right to renew coverage without an RFP process, but shall not exceed a total of four (4) years.
  - c. The MRGCD requires ninety (90) days written notice of the intent not to renew, to permit a RFP process to identify a “new” provider.
4. General Provision:
  - a. The knowledge of claims processing
  - b. All policies should be endorsed
  - c. Automatic coverage for newly acquired property, fleet, etc. subject to proper reporting and payment of additional premium if applicable.
  - d. The offeror shall provide utilization reporting on a minimum of ninety (90) days (quarterly). The reports shall include itemized as well as aggregate data.
5. The MRGCD requires all Offerors to include specimen coverage documents, agreements and all applicable endorsements for each line of coverage proposed. Please itemize all lines of coverage including all special endorsements. Detail the method of payment and any optional methods that may be available. (i.e. monthly, quarterly, etc.). In addition the Offeror must provide complete detail of all policy exclusions, etc.
6. The MRGCD will accept proposals for coverage lines utilizing conventional commercial that are provided for Special Districts.
7. The Offeror must include in detail an outline of what type of loss control services, tools, etc. are included with the lines of coverage.

## SECTION VII

### PRODUCT LINES, COVERAGE SPECIFICATIONS, ETC.

#### I. COMMERCIAL GENERAL LIABILITY INSURANCE – OCCURRENCE BASE

- A. Description  
The MRGCD is requesting General Liability coverage which includes premises, operations, contractual coverage and products coverage. This coverage should provide protection from: bodily injury, property damage, personal injury, and to include Dam Reservoir or Levee Structural, for bodily injury and/property damage arising out of the structural failure, collapse, bursting, flooding, cracking, settling, subsidence, landslide or earth movement of any dam, reservoir or levee.
- B. Limits of Liability  
Single Occurrence - \$2,000,000  
Annual Aggregate - \$4,000,000  
Sexual Abuse - \$1,000,000 Each Occurrence
- C. Provide quote sheet for each proposed insurer
- D. Provide sample policy for each proposed insurer
- E. Provide description of coverage
- F. Include a separate tab with a detailed list pertaining to policy exclusions and limitations that include a complete explanation and definitions
- G. Deductibles  
\$ 1,000, \$5,000 and \$10,000

#### II PROFESSIONAL LIABILITY (ERRORS & OMISSION E&O)

- A. Description  
Provides coverage for claims alleging a Wrongful Act committed by the Insured, the policy should cover; (a) MRGCD Administrators (b) MRGCD Board of Directors, (c) Employees  
  
The MRGCD is requesting quotes for Professional Liability, Employment Practices and Employee Benefits Administration, unless already provided for under the General Liability coverage. Offeror needs to clearly indicate how this coverage is afforded in the proposal package. Each line of coverage shall provide separate designated limits of liability coverage
- B. Limits of Liability  
\$2,000,000 Each Wrongful Act  
\$4,000,000 Annual Aggregate
- C. Deductibles:  
\$1,000, \$2,500 and \$5,000
- D. MRGCD Board of Directors should be included as covered parties for the purposes of Errors and Omissions.



E. Coverage Requirements are to include but are not limited to:

1. Liability arising from actual or alleged negligence, errors or omissions breach of duty, malfeasance, misfeasance, or nonfeasance of any insured.
2. Damages for violation of civil rights.
3. Claims against finance or accounting personnel acting within the scope of professional duties.
4. Claims seeking relief in forms other than monetary damages.
5. Faulty preparation of RFP specifications.
6. Claims for intentional acts.
7. Defense in the case of questionable or possibly excluded claims.
8. Failure to maintain insurance.
9. Sexual misconduct or other harassment.
10. Discrimination.
11. Americans with Disabilities Act (ADA).
12. Claims Made - retroactive date of 07-01-2012 for all Professional Management Coverages
13. Must include third party.
14. Coverage for cost of Defense and Expenses must be unlimited and outside the policy limits.

F. OPTIONAL COVERAGE:

1. Occurrence Base Coverage, there shall not be a GAP in any line of coverage required when offering/presenting occurrence form.

G. Deductibles

\$1,000, \$2,500 and \$5,000

### **III. AUTOMOBILE COVERAGE (LIABILITY AND AUTO PHYSICAL DAMAGE)**

A. Description

The MRGCD is requesting quotes for Automobile coverage

B. Limits of Liability

Auto Liability \$2,000,000 – Symbol 1

Uninsured/Underinsured Motorist, Bodily Injury & Property Damage \$500,000 – Symbol 2

Medical Payments \$5,000

Comprehensive/Collision \$10,000 each occurrence

(Vehicles that will carry Physical Damage coverage effective July 1, 2019 at policy inception will be 2017-2019 vehicles; and all additional newly purchased vehicles and any other older model vehicles that may be specifically requested to be scheduled on the policy).

C. Deductibles: \$1,000, \$2,500 and \$5,000

D. Provide sample policy

E. Provide list of any and all exclusions and limitations

### **IV. REAL, PERSONAL PROPERTY, AND ELECTRONIC DATA PROCESSING (EDP)**

A. Property

Coverage should extend to all property owned by the insured.

- B. Blanket Replacement  
Cost limits are to be based on replacement value with broadest coverage available and will be applicable to all property including EDP
- C. Estimated limits (See attached schedule)
- D. Deductibles  
\$1,000, \$2,500 and \$5,000

**V. INLAND MARINE (CONTRACTORS EQUIPMENT)**

- A. Property  
Coverage should extend to all contractor equipment owned by the MRGCD
- B. Replacement  
Actual Cash Value
- C. Current estimated limits (See attached schedule)
- D. Deductibles  
\$1,000, \$2,500 and \$5,000

**VII. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY COVERAGE**

- A. Description  
The MRGCD is requesting quotes for Worker's Compensation coverage of New Mexico statutory required limits
- B. Limits of Liability  
New Mexico Statutory Limits  
Employers Liability \$500,000
- C. Deductibles  
\$0.00, \$1,000 and \$1,500
- D. Employees  
224 Budgeted Employees
- E. Estimated Payroll – 2019/2020 Fiscal Year (See attached schedule for detail)

<b>CLASS CODE</b>	<b>DESCRIPTION</b>	<b>PAYROLL</b>
0251	Irrigation	\$6,808,004
8742	Outside Salesperson/Collector	\$2,327,245
8810	Office Worker Clerical	\$735,433
<b>TOTAL FY20 ESTIMATED PAYROLL BY CLASSIFICATION</b>		<b>\$9,870,682</b>

## VII. SPECIAL ENDORSEMENT OR RIDER

### ENDORSEMENT NO. 1

#### NOTICE OF OCCURRENCE ENDORSEMENT

It is agreed that the Insured's duties in the event of occurrence, claim or suit:

- A. In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of insured and of available witnesses, shall be given by or for the named insured to the company or any of its authorized agents as soon as practicable after the MRGCD has actual knowledge of the occurrence;
- B. However, if a claim is late being reported, claim will not be denied, and insurer's reservation of rights will not be applicable.

### ENDORSEMENT NO. 2

#### UNINTENTIONAL ERRORS AND OMISSIONS ENDORSEMENT

It is agreed that failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the insured with respect to the coverage afforded by this policy provided such failure or omission is not intentional.

### ENDORSEMENT NO. 3

#### EMINENT DOMAIN AND INVERSE CONDEMNATION COVERAGE

The MRGCD has protection under the Tort Claim Act and Immunities. It is agreed that in the event a claim or suit is filed against the insured for Eminent Domain and/or Inverse Condemnation this endorsement will provide Defense & Liability for monetary damages. Insurers Reservation of Rights will not be applicable.

### ENDORSEMENT NO. 4

#### ERRORS AND OMISSION TAIL COVERAGE

The current E&O Coverage is a claims-made liability policy and coverage will end 90 days after the cancellation date June 30, 2019. We are requesting a one (1) year E&O Tail Policy, with the option to be renewed on a year to year basis, for up to three (3) additional one-year terms or a portion thereof. .

**ATTACHMENT #1**  
**(AGENT QUESTIONNAIRE)**

1. List the agency name.
2. Detail the AM Best Rating for all lines of coverage being proposed.
2. Does the agency meet all qualifications specified?
  - a. Licensed in the State of New Mexico
  - b. Agency insured for errors and omissions with \$1,000,000 per occurrence
  - c. Agency in business for five (5) years
  - d. Agency to assign qualified account representative
  - e. Please name the account representative
3. Does the agency currently provide business product coverage (workers compensation, liability, auto, property, etc.) to other governmental agencies?
4. Does the agent (Offeror) affirm that the offeror will comply with all provisions of the RFP?

**(INSURER QUESTIONNAIRE)**

1. Please provide complete information on the proposed carrier for each product line of requested coverage. Include the insurer’s legal name, address of business, contact party, ratings and service location. If re-insurers are utilized, please provide the same identifying information.

**EXAMPLE**

<b>PRODUCT LINE</b>	<b>CARRIER</b>	<b>ADDRESS</b>	<b>CONTACT</b>	<b>AGENCY</b>	<b>ADDRESS</b>	<b>CONTACT</b>	<b>RATING</b>
<i>General Liability</i>	<i>ABCD</i>	<i>4567 Insurance Lane Albuquerque, NM</i>	<i>Mr. John Doe 505-123-4567</i>	<i>John’s Best Ins. Co.</i>	<i>1234 Insurance Lane</i>	<i>John Doe 505- 123-4567</i>	<i>A+ AM Best A Moody’s</i>

2. What experience (if any) has the insurer had in providing coverage to governmental agencies?
3. What aspects of the proposed coverage are uniquely beneficial to the MRGCD?
4. Does the insurer/re-insurer certify that the proposal/offer will comply with all provisions of the RFP?
5. Is the insurer/carrier dully licensed to conduct business in the State of New Mexico?

**NOTICE**  
**TO ALL BIDDERS/OFFERORS**

**THIS IS A REMINDER THAT THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT IS NOT RESPONSIBLE FOR RECEIPT OF UNTIMELY BIDS OR PROPOSALS WHETHER THE DELAYS ARE DUE TO UNTIMELY DELIVERY BY PUBLIC OR PRIVATE (POSTAL OR PERSONAL) DELIVERY SERVICE. THEREFORE, WE ASK YOU TO PLEASE MAKE APPROPRIATE ARRANGEMENTS TO HAVE YOUR BIDS OR BIDS IN BY THE DEADLINE DATE AND TIME AS DESIGNATED ON THE BID OR PROPOSAL.**

## ***APPENDIX 1***

### ***CAMPAIGN CONTRIBUTION DISCLOSURE FORM***

Pursuant to 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 bid or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

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

The following definitions apply:

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

**“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.

Campaign Contributions Page 1 of 3

**“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 bids and ending with the award of the contract or the cancellation of the request for bids.

**“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 bid process set forth in the Procurement Code or is not required to submit a competitive sealed bid 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 MRGCD Public Official(s)”**

(Glen Duggins, John Kelly, Karen Dunning, Joaquin Baca, Beverly Romero, Valerie Moore, and Michael T. Sandoval)



**DISCLOSURE OF CONTRIBUTIONS:**

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

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

Name of Applicable MRGCD Public Official: \_\_\_\_\_

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

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

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

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

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**--OR--**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**APPENDIX 2**  
**SUSPENSION AND DEBARMENT REQUIREMENT**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT  
AND OTHER RESPONSIBILITY MATTERS**

The entering of a contract between Middle Rio Grande Conservancy District (MRGCD) and the successful Bidder pursuant to this RFB is a “covered transaction,” as defined by 45 C.F.R. Part 76. MRGCD’s contract with the successor Bidder shall contain a provision relating to debarment, suspension, and responsibility substantially in the form contained in Article 39 of Attachment D. All Bidders must provide as a part of their bids a certification to MRGCD in the form provided below. Failure of a Bidder to furnish a certification or provide such additional information as requested by the Procurement Manager for this RFB will render the Bidder non-responsible. Furthermore, the Bidder shall provide immediate written notice to the Procurement Manager for this RFB if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

*Although MRGCD may review the veracity of the certification through the use of the federal Excluded Parties Listing System or by other means, the certification provided by the Bidder in paragraph (a), below, is a material representation of fact upon which MRGCD will rely when making a contract award. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to MRGCD, MRGCD may terminate the contract resulting from this request for bids for default.*

*The certification provided by the Bidder in paragraph (a), below, will be considered in connection with a determination of the Bidder's responsibility. A certification that any of the items in paragraph (a), below, exists may result in rejection of the Bidder's bid for nonresponsibility and the withholding of an award under this RFB. If the Bidder's certification indicates that that any of the items in paragraph (a), below, exists, the Bidder shall provide with its bid a full written explanation of the specific basis for, and circumstances connected to, the item; the Bidder's failure to provide such explanation will result in rejection of the Bidder's bid. If the Bidder's certification indicates that that any of the items in paragraph (a), below, exists, MRGCD, in its sole discretion, may request, that the U.S. Department of Health and Human Services grant an exception under 45 C.F.R. §§ 76.120 and 76.305 if MRGCD believes that the procurement schedule so permits and an exception is applicable and warranted under the circumstances. In no event will MRGCD award a contract to a Bidder if the requested exception is not granted for the Bidder.*

(a)(1) By signing and submitting a bid in response to this RFB, the Bidder certifies, to the best of its knowledge and belief, that:

(i) The Bidder and/or any of its Principals-

- (A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency;

Suspension & Debarment Page 1 of 2

- (B) Have  have not , within a three-year period preceding the date of the Bidder's bid, been convicted of or 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) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
- (C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this certification;
- (D) Have  have not  within a three-year period preceding the date of Bidder's bid, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and
- (E) Have  have not  been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. §1320a-7.

(ii) "Principal," for the purposes of this certification, shall have the meaning set forth in 45 C.F.R. §76.995 and shall include an officer, director; owner, partner, principal investigator, or other person having management or supervisory responsibilities related to a covered transaction. "Principal" also includes a consultant or other person, whether or not employed by the participant or paid with Federal funds, who: is in a position to handle Federal funds; is in a position to influence or control the use of those funds; or occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

(iii) For the purposes of this certification, the terms used in the certification, such as *covered transaction*, *debarred*, *excluded*, *exclusion*, *ineligible*, *ineligibility*, *participant*, and *person* have the meanings set forth in the definitions and coverage rules of 45 C.F.R. Part 76.

(iv) Nothing contained in the foregoing certification shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

BIDDER: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

**APPENDIX 3**

**RESIDENT BUSINESS AND/OR RESIDENT VETERANS BUSINESS CERTIFICATION**

(As per NMSA 1978 13-1-22)

Resident Business Certificate

Resident Veterans Certificate

**RESIDENT BUSINESS CERTIFICATION**

Offeror's Company Name: \_\_\_\_\_

Resident Business Certificate Number: \_\_\_\_\_

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

Offeror "must" include a copy of Resident Business Certificate with their proposal

**RESIDENT VETERAN’S BUSINESS CERTIFICATION**

Offeror’s Company Name: \_\_\_\_\_

Resident Veteran’s Business Certificate Number: \_\_\_\_\_

Offeror must include copy of Resident Veteran’s Business Certificate with their proposal.

Offeror’s submitting a Resident Veteran’s Business Certificate must also complete the following certification of prior year’s revenue.

## Resident Veterans Preference Certification

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
  
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
  
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the NM General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31st the following to be a true and accurate

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran contractor Preference under Section 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans' preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statement about material fact regarding this matter constitutes a crime.

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

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

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.*

**APPENDIX 4**

**NEW MEXICO EMPLOYEES HEALTH COVERAGE**

- A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (state price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

By signing below, Offeror agrees to be bound by the terms stated in this form:

Signature of Offeror: \_\_\_\_\_ Date: \_\_\_\_\_



**APPENDIX 5**

**QUESTION FORM**

**COMPANY:** \_\_\_\_\_ **POTENTIAL OFFEROR:** \_\_\_\_\_

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

<b>ITEM</b>	<b>RFP REFERENCE (PAGE &amp; SECTION)</b>	<b>QUESTION</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

## **APPENDIX 6**

### **MRGCD INSURANCE DATA**

#### **SCHEDULE I**

**Property**

**Office Equipment**

**Computer Software & Hardware**

**Engineering Equipment**

**Vehicle & Trailers**

**Heavy Field Equipment**

#### **FIVE YEAR LOSS HISTORY**

**A. OneBeacon 2010-2019**

**B. New Mexico Mutual 2014-2018**

#### **CURRENT MRGCD POLICIES**

**A. 18-19 CPKG Policy**

**B. 18-19 CWCO Policy**

**APPENDIX 7**

**CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

A. "Conflict of Interest Disclosure" A disclosure of clients represented and a formal statement of whether there is any real or perceived conflict of interest in representing the issues and advocacy for the MRGCD, addressing whether or not any conflict of interest exists between this project and other past or on-going projects, including any projects currently being conducted.

B. "Person" includes a bidder, offeror, contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The Consultant or Sub consultant warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail):

E. The Consultant or Sub consultant agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the consultant or sub consultant shall immediately make a full disclosure in writing to the chief procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the consultant or sub consultant has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest.

The undersigned further states that the firm or individual submitting a proposal is not in violation of any applicable Conflict of Interest laws or regulations, etc.

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

By: \_\_\_\_\_  
(Authorized Representative)

**APPENDIX 8**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

**REQUEST FOR PROPOSAL  
COMPREHENSIVE PROPERTY/CASUALTY/AUTO/COMMERCIAL AND  
PROFESSIONAL LIABILITY INSURANCE**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page, and ending with APPENDIX 8.

The "Acknowledgement of Receipt Form" should be signed and returned to the Procurement Manager no later than April 10, 2019. Only potential Offerors who elect return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

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

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

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

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

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

This name and address will be used for all correspondence related to the Request for Proposal. Firm does/does not (circle one) intend to respond to this Request for Proposal.

Jeanette Bustamante, Procurement Manager  
Middle Rio Grande Conservancy District  
1931 Second Street, SW  
Albuquerque, New Mexico 87102  
Phone: 505-247-0234  
E-mail: [jeanette@mrgcd.us](mailto:jeanette@mrgcd.us)