



**RFP 2011-006
Insurance Agent of Record
September 5, 2011**

The City of Tucumcari is requesting sealed proposals for **Insurance Agent of Record, Request for Proposal No. 2011-006.** Proposals shall be mailed to: City of Tucumcari, Attn: Christine Dougherty, Purchasing Agent, P.O. Box 1188, Tucumcari, NM 88401 using the proposal format requirements listed in the Request For Proposals (RFP) in order to be considered.

DATE FOR RECEIPT OF PROPOSALS

Proposals pursuant to this RFP No. 2011-006 must be received by 2:00 p.m. MDT on September 28, 2011.

BACKGROUND INFORMATION

The purpose of the Request for Proposals is to contract with an insurance agent or agents to obtain the insurance coverage required by the City of Tucumcari. The period of the contract is for one (1) year with optional renewals each year for four (4) years. Additionally, the agent is to arrange for loss control services and other support as part of the insurance coverage. Agent of record letters will be provided after the contract has been awarded.

RFP TIMELINE

Date RFP Issued	September 5, 2011
Inquiries Accepted Until	September 16, 2011
Inquiry Responses Posted On City Website	September 19, 2011
Due Date for Responses	September 28, 2011
Awards Made on or after	October 13, 2011

SUMMARY SCOPE OF WORK

The City of Tucumcari desires to appoint a firm or firms to provide insurance advisory services and risk management services for the City including the following services:

- Conduct a study of the entire City's insurance needs including but not limited to; liability coverage, excess liability coverage, municipal officer's coverage, worker's compensation coverage, health insurance, professional liability, automobile, tank storage, auto rental, volunteer, and bond liability insurance.

- Act as a broker of record and insurance consultant on all insurance needs, including employee benefit, prescription and dental plans, and all other insurance needs listed above.
- It is desired that the Contractor provide insurance coverage and related services based on the information in the RFP. Coverage requirements include but are not limited to; airport and Storage Tank Liability, Airport Owners and Operators Liability, Airport Loaner-Car Liability, Workers Compensation, Theft Bond, Property, General Liability, Inland Marine, Auto, Public Entity Professional, Law Enforcement Liability, Employee Dishonesty, EMTs/Paramedics, Employment Practice Liability, Liquor Liability, Equipment Breakdown.

PROPOSAL EVALUATION CRITERIA:

Proposals should address each of the following criteria. Each proposal may be awarded scores up to the weighted percent listed in parenthesis.

- a. Skill, experience and training of the individuals who will be performing the services. (25)
- b. Prior experience and reputation in providing service to similar government units. (25)
- c. Proposal timeliness, clarity and neatness. (10)
- d. Other considerations (10)
(e.g., other services that would benefit the City that you wish to be considered)
- e. Cost (30)

PROPOSAL FORMAT

The proposal shall include sufficient information to permit the City to evaluate relevant information. The proposal shall relate directly to the scope of work outlined in this RFP. Proposals shall be limited to a maximum of fifteen (15) pages, excluding cover sheets, section divider tabs, and the Campaign Contribution Disclosure Form; see Attachment No. 1. Proposals shall be bound on the left-hand margin using single-sided 8.5” X 11” paper. Proposals must be signed by the offeror. Offerors shall submit proposals in one (1) original and four (4) typewritten copies. Proposals should be contained in a sealed envelope labeled “RFP 2011-006 Insurance Agent of Record.” **Failure to comply with this requirement may result in rejection of the proposal.**

CONTRACTUAL TERMS

The City of Tucumcari will use its standard agreement for Services; see Attachment No. 2.

AWARD OF CONTRACT

The award shall be made to the responsible offeror whose proposal is most advantageous to the City of Tucumcari, taking into consideration the evaluation factors set forth in this request for proposal. After initial ranking of the proposals, at the City’s option, the City may decide to interview the top three (3) ranked firms to develop final rankings or may consider the rankings based on the proposals

as final. Discussions may be conducted with offerors which submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without such discussions.

TERMS AND CONDITIONS

1. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

2. Amended Proposals

Offerors 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. City of Tucumcari personnel will not merge, collate, or assemble proposal materials.

3. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written request to withdrawal signed by the offeror's duly authorized representative addressed to the Purchasing Agent.

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

4. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is submitted.

5. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Purchasing Agent will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

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. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products

offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the City Purchasing Agent shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

6. No Obligation

This procurement in no manner obligates the City of Tucumcari or any of its departments to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

7. Termination

This RFP may be cancelled at any time and any and all proposals may be rejected in whole or in part when determined such action to be in the best interest of the City of Tucumcari.

8. Sufficient Appropriation

Any contract 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 awarded vendor. The City of Tucumcari's decision as to whether sufficient appropriations and authorizations are available will be accepted by the awarded vendor as final.

9. Legal Review

The City of Tucumcari requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Purchasing Agent.

10. Governing Law

This procurement and any agreement with offerors that may result shall be governed by the laws of the City of Tucumcari.

11. Basis for Proposal

Only information supplied by the City of Tucumcari in writing through the Purchasing Agent or in this RFP should be used as the basis for the preparation of offeror proposals.

12. Contract Terms and Conditions

The City of Tucumcari reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract.

Should an offeror object to any of the City of Tucumcari's terms and conditions, as contained in this Section, that offeror must propose specific alternative language. The City of Tucumcari may or may not accept the alternative language. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the City of Tucumcari and will result in disqualification of the offeror's proposal.

The contract, including all extensions and renewals, shall not exceed four (4) calendar years in duration.

13. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the City of Tucumcari.

14. Contract Deviations

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

15. Right to Waive Minor Irregularities

The Purchasing Agent reserves the right to waive minor irregularities. The Purchasing Agent also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Purchasing Agent.

16. Notice

The New Mexico criminal statutes impose civil and criminal penalties for bribes, gratuities and kick-backs.

17. Agency Rights

The City of Tucumcari reserves the right to accept all or a portion of an offeror's proposal.

18. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the City of Tucumcari.

19. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the offeror's possession and the version maintained by the City of Tucumcari, the version maintained by the City of Tucumcari shall govern.

20. Contact with City of Tucumcari Officials or Staff Members

Any inquiries regarding the scope of work outlined in the RFP may be made to Christine Dougherty, Purchasing Agent, P.O. Box 1188, Tucumcari, NM 88401 or by emailing cityclerk@cityoftucumcari.com. All inquiries shall be in written form. **No inquiries shall be allowed after September 16, 2011.** Responses to all inquiries will be posted on the City of Tucumcari website, www.cityoftucumcari.com, by July 12, 2011 under the "Public Notice" tab.

21. Responsibility of Offeror

At all times, it shall be the responsibility of the offeror to ensure its proposal is delivered to the City of Tucumcari by the proposal due date and time. If the mail or delivery of said proposal is delayed beyond the deadline set for the proposal opening, proposals thus delayed will not be considered.

22. Campaign Contribution Disclosure Form

Offerors **shall** complete Attachment No. 1 - Campaign Contribution Disclosure Form and submit with each copy of the proposal. **NOTE: Failure to comply with this requirement may result in rejection of the proposal.**

ATTACHMENT NO. 1

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. 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 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.

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 un-reimbursed 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.

“Contact” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contributions(s): _____

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)

ATTACHMENT NO. 2
SERVICES CONTRACT
(Insurance Agent of Record Services)

THIS AGREEMENT is made on the ____ day of _____, 2011, by and between the CITY OF TUCUMCARI, NEW MEXICO, a New Mexico municipal corporation (City), and _____, (Contractor).

WHEREAS, City is in need of purchasing professional services for Insurance Agent of Record services for the City properties described in Attachment 1 hereto; and,

WHEREAS, City issued Request for Proposal No. 2011-006 for Insurance Agent of Record Services dated _____, 2011; and,

WHEREAS, Contractor was awarded the contract at the City Commission meeting held on _____, 2011; and,

WHEREAS, Contractor is registered in the State of New Mexico to provide Insurance Agent of Record Services; and,

WHEREAS, City and Contractor are desirous of entering into this Service Contract.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

CONTRACTOR AGREES:

1. That it is duly registered by the State of New Mexico to perform Insurance Agent of Record Services as described in RFP 2011-006 and the Scope of Work attached hereto as Attachment No. 1.
2. The work called for in RFP 2011-006, Attachment No. 1, attached hereto will be completed as specified.
3. That the Contractor will accept the sums detailed in the attached price list plus gross receipts tax applied to labor only as payment.

4. That Contractor will not discriminate against any employee or applicant for employment to be employed in the performance of this contract with respect to that employee's hire, tenure, terms, or any matter directly or indirectly related to employment because of that employee's race, color, religion, national origin, sex, age, or ancestry.

5. That Contractor will faithfully and industriously, and to the best of its ability, experience and talent, performs all duties and tasks that may be required of Contractor pursuant to the terms of this agreement in a timely and professional manner.

6. That Contractor shall devote sufficient time, attention, knowledge, and skill to perform and complete this agreement.

7. That as this is a Professional Services Agreement; Contractor will perform the services personally or under its direct and immediate supervision. No portion of this contract may be assigned or subcontracted without the prior written approval of City.

8. That Contractor will not accept any assignments which would constitute a conflict of interest or which would in any way affect the insurance agent of record services produced under this contract.

9. That Contractor has read and agrees to the New Mexico Department of Finance Administration bulletin concerning bribery and kickbacks attached hereto as Attachment 2.

10. That Contractor will comply with all state and Federal laws, rules and regulations and that it has a current Tucumcari Business Registration (if applicable) and New Mexico Taxpayer Identification Number.

CITY AGREES:

1. To tender payment to Contractor in the amount of \$_____ plus gross receipts tax within thirty (30) days of receipt of an invoice from Contractor.

BOTH PARTIES AGREE:

1. That this contract and the attachments hereto constitute the entire agreement between the parties.

2. This is a fixed-term contract, commencing on or about _____, 2011 and ending on or about _____, 20____. This contract shall be considered for renewal annually.

3. This Professional Services Agreement, including all extensions and renewals, shall not exceed forty-eight (48) months in duration.

4. That this contract shall be subject to the laws of the State of New Mexico and all suits resulting from this contract shall be brought in the County of Quay, New Mexico.

5. That this contract may be terminated by either party with or without cause upon thirty (30) days written notice to the other party. All notices sent pursuant to this contract shall be addressed as follows:

City:
Christine Dougherty
City Clerk/Purchasing Agent
PO Box 1188
Tucumcari, NM 88401
(575) 461-3451
(575)461-2049 fax
cityclerk@cityoftucumcari.com

Contractor:

6. That neither party is an employee or principal of the other party and neither party expects to receive any of the benefits of employment by the other party. Contractor agrees that it is an independent contractor under the tests applied by the Internal Revenue Service and will comply will all taxation and other laws, rules, and regulations of the United States and the State of New Mexico.

7. The award of any contract by the City of Tucumcari is subject to the City Commission certifying that the necessary funds are available in the year of award. Contracts which span multiple fiscal years are subject to cancellation in the following fiscal year if funds for continuation of the contract into that fiscal year are not approved by the governing body. The obligation of the City to make payment to the provider shall be limited to the funds appropriated and made available as set forth above.

IN WITNESS WHEREOF, the parties have executed this agreement on _____, 2011.

CONTRACTOR

By: _____

New Mexico Taxpayer Identification Number: _____

Tucumcari Business Registration Number: _____

CITY OF TUCUMCARI, NEW MEXICO
a New Mexico Municipal Corporation

Date: _____

By: _____
Bobbye Rose, City Manager

ATTEST:

Christine Dougherty, City Clerk

APPROVED AS TO FORM:

Randy Knudson, City Attorney