

City of Lovington



**REQUEST FOR SEALED PROPOSALS
EMPLOYEE BENEFITS INSURANCE BROKER SERVICES
RFP #2026-003**

Due 04/13/2026 3:00 p.m. (MST)

SUBMIT PROPOSALS TO:

**Leslie Boldt, Chief Procurement Officer, City of Lovington,
214 S. Love St., Lovington, NM 88260**

**LEGAL NOTICE OF REQUEST FOR PROPOSALS
LOVINGTON, NEW MEXICO**

EMPLOYEE BENEFITS INSURANCE BROKER SERVICES

Issue Date: March 11th, 2026

Proposal Due Date: April 13th, 2026 – 3:00 p.m. MST

The City of Lovington, New Mexico, is requesting sealed proposals from qualified insurance brokers to provide comprehensive employee benefits services. Proposals must be received by the deadline stated. Electronic or faxed submissions will not be accepted. The City reserves the right to reject any or all proposals, waive minor irregularities, and cancel this RFP.

Proposal packages may be obtained from the City of Lovington website at www.lovington.org (Procurement).

Proposals must be received by April 13th, 2026, at 3:00 p.m. MST at:

**Leslie Boldt, Chief Procurement Officer
City of Lovington
214 S. Love Street
Lovington, NM 88260**

FACSIMILE AND ELECTRONIC PROPOSALS ARE NOT ACCEPTABLE

Pursuant to the provisions of the New Mexico Procurement Code, competitive sealed proposals, subject to the conditions herein, will be received at the location specified until the date and time indicated. Proposals will not be publicly opened or read aloud and will be evaluated in accordance with the criteria set forth in this Request for Proposals.

**The City reserves the right to reject any or all proposals, waive minor irregularities,
and/or cancel this RFP in its entirety.
City of Lovington, New Mexico**

Publish in: Lovington Leader

Publish in: Hobbs News-Sun

Publish in: Albuquerque Journal

Publish on: City of Lovington website from March 11th, 2026, through April 13th, 2026

1.0 PURPOSE

This Request for Proposal (RFP) seeks submissions from qualified firms to provide employee benefits consulting, brokerage, and placement services for a specified number of employees. The services required include a range of benefits such as medical, dental, vision, life insurance, disability, and supplemental coverage. Currently, participation in these benefits includes a varying number of employees, with 103 enrolled in medical coverage, 96 in dental, 81 in vision, and 26 in supplemental coverage, serving as an example of potential engagement levels.

2.0 PROJECT DESCRIPTION/BACKGROUND

The City of Lovington's Procurement Officer, on behalf of the Human Resources Department, seeks a qualified and experienced insurance broker to design, market, implement, and administer a comprehensive employee benefits program for the City's municipal workforce. The selected broker will serve as a strategic partner to the City by evaluating current offerings, identifying opportunities for improvement, and developing a competitive and sustainable benefits package that meets the needs of both the organization and its employees.

The scope of services includes, but is not limited to, assisting with plan design, accessing and negotiating with multiple insurance carriers, coordinating enrollment processes, and providing ongoing support and administration. The program is expected to encompass a full range of benefits, including medical, dental, vision, life insurance, short-term and long-term disability, and supplemental coverage options.

The City's intent is to improve cost efficiency through competitive procurement and innovative strategies, such as pooled or group purchasing arrangements, where appropriate, while maintaining or enhancing the quality of coverage. The broker will also support compliance with all applicable federal and state regulations, including, but not limited to, the ACA, HIPAA, COBRA, and other relevant requirements.

Additionally, the broker will provide data-driven recommendations, reporting, and employee education to support informed decision-making and high participation. The overall goal is to establish a well-managed, transparent, and responsive benefits program that supports employee retention, promotes wellness, and aligns with the City's long-term financial and operational objectives.

3.0 SPECIAL NOTES

All respondents must be licensed in the State of New Mexico and comply with all applicable federal and state laws, including the ACA, HIPAA, COBRA, and ERISA, where applicable. The broker must maintain appropriate insurance coverage.

Any inquiries or requests regarding this procurement should be submitted in writing to the Procurement Officer. Offerors may contact the Procurement Officer ONLY regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the City. Protests of this solicitation or award must be

submitted in writing to the Protest Manager as follows:

Protest Manager:

Shannon Lester, City Clerk City of Lovington

214 S. Love Street Lovington, NM 88260

Pursuant to NMSA 1978, § 13-1-172, protests must be submitted in a timely manner and in accordance with the requirements set forth in the New Mexico Procurement Code. Only protests delivered in writing to the Protest Manager will be considered properly submitted. Emailed protests will not be considered.

4.0 TERM OF CONTRACT

This Request for Proposal is to contract with a brokerage firm for the time frame of July 1, 2026, to June 30, 2027, with the option for annual renewal for a total of four (4) years.

The contract is non-exclusive; the City reserves the right to procure similar services if a need or conflict arises, as determined by the City of Lovington.

5.0 SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials, will be evaluated and awarded points accordingly.

5.1 COST PROPOSAL REQUIREMENTS

Offerors must submit a detailed cost proposal outlining all compensation associated with the provision of services under this contract.

At a minimum, the cost proposal shall include:

A. Commission Structure

Identify all commission-based compensation, including but not limited to medical, dental, vision, life, disability, and supplemental products. Clearly disclose whether commissions are included in premiums or paid separately.

B. Fee-Based Services (if applicable)

If proposing a fee-based arrangement, provide a detailed fee schedule that includes annual service fees, per-employee-per-month (PEPM) fees, or hourly consulting rates.

C. Additional Costs

Disclose any additional costs, administrative fees, or third-party costs that may be charged to the City.

D. Compensation Transparency

Provide a statement confirming that all forms of compensation, direct or indirect, have been fully disclosed.

E. Cost Proposal Format

The cost proposal must be submitted in a separate sealed envelope clearly labeled "COST PROPOSAL – RFP #2026-XXX" and must not be included within the technical proposal.

Failure to provide a complete cost proposal may result in disqualification.

6.0 DETAILED SCOPE OF WORK

The successful Producer/Offeror must provide, at a minimum, but not limited to, the following plan brokerage services for the City's current or future group benefits programs.

1. Market all lines of employee benefit coverage as requested by the City, including, but not limited to, medical/prescription plans, stop-loss, wellness program, dental plans, vision plans, short- and long-term disability plans, life/supplemental life plans, employee assistance plans, legal, accident and critical illness plans, FSA and COBRA plans, and any other employee benefits plans identified.
2. Prepare all requests for proposals (RFPs); develop bid specifications; analyze proposals received; evaluate vendors/carriers and their responses; negotiate annual rates, terms, and conditions that benefit the City; prepare and provide a bid and cost analysis; make recommendations to the City for the most advantageous benefit programs that provide the highest level of coverage at the best possible price to meet the City's needs and objectives.
3. Initiate benefit plan setup or renewals with selected vendors/carriers; offer pricing and plan design alternatives, if applicable; manage any plan changes with vendors/carriers as necessary; assist as necessary in the implementation and/or administration of the benefits system, and, if applicable, negotiate an annual agreement with a current City benefits vendor/carrier for the cost of the employees' benefits administration system.
4. Work with City staff and benefit vendors/carriers to finalize service agreements, policies, plan documents, and Summary Plan Descriptions. Ensure that all benefit service agreements are received and accurate, and keep the City informed of any changes. Oversee and coordinate all services performed by benefit vendors/carriers or service agencies.
5. Continually evaluate the benefit program; recommend changes and improvements.
6. Perform administrative and clerical services relative to account management, including but not limited to: creation, development and production (printing) of communication pieces for City staff, development and participation in annual open enrollment presentations for all employees when needed; assistance with verification of the accuracy of bills as needed, audits and premium adjustments, and assistance with issues regarding benefit plans.

7. Assign an Account Manager to administer the Agreement, who will be responsible for communicating with the City and, along with any other required team members, must be available to the City for advice and consultation on any benefit program-related issue or concern.
8. Provide regular legislative consultation, updates, and direction on benefit-related matters, including but not limited to Health Care Reform, COBRA, ERISA, Section 125, Medicare and Medicaid, HSA, HRA, and wellness plan regulations.
9. Attend and participate in regularly scheduled meetings with City staff to present and provide claims experience reports and any other necessary information.
10. Prepare executive-level documents as needed; provide administrative assistance to City staff; prepare legal documents required by the City, including, but not limited to, 5500s, SARs, and PCORI fee documents; provide a consolidated annual notices package that includes all Federal and state requirements.
11. Provide template documents for ERISA compliance, including wrap plan documents, Summary Plan Descriptions (SPDs) and Summary of Material Modifications (SMMs), COBRA model notices, and customizable HIPAA Privacy and Security policies and procedures.

7.0 EVALUATION CRITERIA

Proposals will be evaluated by an Evaluation Committee based on the following criteria:

A. Organizational Experience and Qualifications – 300 Points

Experience providing employee benefits brokerage services to public-sector or similarly sized organizations; qualifications of the firm and key personnel; licensing and certifications.

B. Technical Approach and Scope of Services – 400 Points

Demonstrated understanding of the City's needs; approach to marketing, plan design, implementation, compliance, and ongoing service; ability to provide innovative and cost-effective solutions. Examples of cost-effective benefit proposals are encouraged.

C. Cost Proposal / Fee Structure – 300 Points

Clarity and competitiveness of proposed compensation structure, including commissions, fees, and any additional costs. Transparency of compensation arrangements will be evaluated.

D. References and Past Performance – 200 Points

Quality of references from similar clients; demonstrated performance, responsiveness, and client satisfaction.

E. New Mexico Preferences (if applicable) – As applicable per NMSA 1978 §13-1-21 TOTAL

POINTS: 1,200

The City reserves the right to conduct discussions, request Best and Final Offers (BAFO), and make an award to the Offeror whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP.

8.0 **SEQUENCE OF EVENTS**

The Chief Procurement Officer will make every effort to adhere to the following schedule:

ACTION	RESPONSIBLE PARTY	DUE DATES
Issue RFP	City of Lovington	March 11 th , 2026
Pre-Proposal Conference	City of Lovington	March 30 th , 2026 10am
Deadline to submit Questions	Potential Respondents	April 6 th , 2026 10am
Response to Written Questions	Chief Procurement Officer	April 8 th , 2026
Submission of Proposal	Potential Respondents	April 13th 2026 3:00 p.m. MST
Proposal Evaluation	Evaluation Committee	April 14 th and 15 th
Selection of Finalist	Evaluation Committee	April 16 th , 2026
Best and Final Offers (if applicable)	Finalist Respondents	N/A
Commission Award	City/Selected Offeror	April 20 th , 2026
Contract Awards	City/Finalist Respondents	April 21 st , 2026
Protest deadline	Protest Manager	15 calendar days after NOA, as allowed by the Procurement Code

9.0 PROPOSAL SUBMISSION REQUIREMENTS

A. Number of Responses

Offerors shall submit only one (1) proposal in response to this RFP.

B. Number of Copies Offerors must submit:

- One (1) original hard copy marked "ORIGINAL"
- Three (3) hard copies
- One (1) electronic copy (USB flash drive)

C. Proposal Organization

Proposals must be clearly labeled and organized in the following format:

1. TECHNICAL PROPOSAL (Binder)

- a. Letter of Transmittal (signed by authorized representative)
- b. Table of Contents
- c. Firm Qualifications and Experience
- d. Technical Approach / Scope of Services
- e. References
- f. Required Forms (Campaign Contribution, Debarment, etc.)
- g. Certificate of Insurance
- h. Response to Contract Terms and Conditions

2. COST PROPOSAL (Separate Sealed Envelope)

- a. Cost Proposal as outlined in Section 5.1

D. Proposal Labeling

The outside of the sealed package shall clearly indicate:

RFP #2026-003

EMPLOYEE BENEFITS INSURANCE BROKER SERVICES

DO NOT OPEN – SEALED PROPOSAL

E. Submission Deadline

Proposals must be received no later than the date and time specified in this RFP. Late proposals will not be accepted.

F. Delivery Address

Proposals shall be delivered to:

City of Lovington

Attn: Chief Procurement Officer

214 S. Love Street

Lovington, NM 88260

G. Electronic and Fax Submissions

Electronic or facsimile submissions will not be accepted.

Failure to comply with these requirements may result in the proposal being deemed non-responsive.

COMMODITY CODES:

Pursuant to NMSA 1978 § 13-1-30.1, the following NIGP commodity codes apply to this procurement:

91840 — Insurance Consulting Services

91869 — Human Resources Consulting Services

94638 — Employee Benefits Consulting Services

95352 — Insurance Consulting Services

CHECKLIST
PLEASE INCLUDE THE FOLLOWING IN THIS ORDER

Organizational Experience and Qualifications

Technical Proposal

Cost Proposal

Company References (3) Respondents must include three references.

Campaign Contribution Disclosure Form

The Respondent (Bidder) must submit a signed, unaltered Campaign Contribution Disclosure Form with their proposal, regardless of whether an application contribution has been made.

Debarment/Suspension Form

The Respondent must complete the Debarment/Suspension Form and submit a signed copy with the Respondent's proposal.

Certificate of Insurance

The Respondent must include the current certificate(s) of insurance.

W-9 Form: The Respondent must include a completed W-9 form.

Hold Harmless/Indemnity Agreement

Response to Contract Terms and Conditions: All commercial, technical, legal, or other conditions or exceptions related to the proposal must be clearly stated. Respondents should understand that any conditions or exceptions are made at their own risk, and the City reserves the right to reject proposals that include unacceptable conditions or exceptions. Respondents should use this section to discuss the guarantees and warranties they will offer to the city and the levels of risk they are willing to assume.

Certification

The undersigned acknowledges that the information provided is accurate and submitted in good faith on behalf of the proposing entity.

Signature: _____ Date: _____

Printed Name: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other 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 statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

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

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

Name(s) of Applicable Public Official(s) if any:_____

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

Certification

The undersigned acknowledges that the information provided is accurate and submitted in good faith on behalf of the proposing entity.

Signature: _____ Date: _____

Printed Name: _____

DEBARMENT/SUSPENSION CERTIFICATION FORM

THE FOLLOWING MUST BE CERTIFIED IF THIS PROCUREMENT IS \$60,000 OR GREATER

CONFLICT OF INTEREST

No elected official or employees of City of Lovington has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any City of Lovington elected official or employees, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made.

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with any federal entity, state agency or local public body. The Vendor agrees to provide immediate notice to the City of Lovington Procurement Officer in the event of being suspended, debarred, or declared ineligible by any entity (federal, state, or local), or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION STATUS requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

Signature: _____ Title: _____

Date: _____

Name Typed: _____ Company Name: _____

HOLD HARMLESS/INDEMNITY AGREEMENT

To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of or arising out of or in any way attributable in whole or in part to the performance of this agreement. All obligations under this provision are to be paid by Contractor as the City incurs them.

Without affecting the rights of City under any provision of this agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is less than the Sole fault of City. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of contractor in the performance of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section.

Any dispute leading to litigation must be settled in the jurisdiction of Lea County, New Mexico.

Signature: _____

Date: _____

Printed Name & Title: _____

CONTRACT PROCEDURES

The contract between the City and a contractor will adhere to the City's format. The City retains the right to negotiate provisions beyond those outlined in this RFP with any Offeror. The final contract will incorporate the contents of this RFP and the selected Offeror's proposal.

If an Offeror disagrees with any RFP terms and wishes to propose alternatives, they must clearly specify the changes along with their purpose and impact. General references to terms or attempts to completely replace the Draft Contract will result in disqualification.

Offerors should include all additional terms they wish to have negotiated. Any proposed changes during the procurement process will only be discussed with the selected Offeror and cannot amend the original proposal. Not proposing alternatives indicates acceptance of all contractual terms and conditions.

Signature: _____

Date: _____

Printed Name & Title: _____

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that s/he has received a complete copy.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **XXX** by 5:00 pm (Mountain Daylight Time). Only potential Offerors who elect to 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 email address will be used for all correspondence related to the Request for Proposal.

Leslie Boldt
Chief Procurement Officer
City of Lovington
214 S. Love Street, Lovington, NM 88260
E-mail: lboldt@lovington.org