

TULE RIVER INDIAN TRIBE OF CALIFORNIA



Request for Proposal
For:

Property and Casualty
Insurance & Risk Management Brokerage
Services

TRTC-23-2024

May 7, 2024

Tule River Indian Tribe of California is seeking written proposals from qualified firms for insurance brokerage services. This request is only open to those qualified firms who satisfy the requirements stated herein and who are licensed and available to do business in the State of California and on the Tule River Indian Tribe Reservation. The successful firm will assist the Tule River Indian Tribe of California and its enterprises in obtaining competitive bids and providing risk management and insurance brokerage services for all lines of property and liability insurance coverage.

1) Rules Governing Proposals

This is a request for Insurance Brokerage and Risk Management Services and competitive bind-able property and liability bids with a required effective date of July 1, 2024. In order to be considered responsive, each bidder must answer the questions in this RFP and include two separate insurance quotes. One for the tribe and the other for the Eagle Mountain Casino, which will also include the tribe's non-gaming enterprise operations. Firms interested in bidding should reach out to the contact in item 4 to obtain the necessary bid packets. Bids should follow the insurance specifications, exposure data, and loss history as provided in the packets as closely as possible.

2) Indian Preference

The Tule River Tribal Council shall, to the greatest extent feasible provide preference to qualified Indian-owned economic enterprises and Indian organizations and shall, to the extent feasible, maintain and/or refer to lists of qualified Indian supply sources. The Tule River Tribal Council must determine qualifications of Indian-owned Economic Enterprise; (a) the Indian Ownership must not be lesser than 51%, (b) the control and interest must be with the Indian owner, (c) the organization structure and financing of the enterprise's management and at least 51% profit sharing resides with the Indian owner. The Tule River Tribal Council shall require a statement from all contractors agreeing to provide Indian preference in subcontracting, training, and employment, and shall specify the method to be used. The Tule River Tribal Council shall document its efforts in providing Indian preference. If no quotations are solicited or received from Indian-owned economic enterprises or Indian organizations the Tule River Tribal Council shall document the procurement file with the reasons for the lack of Indian participation.

3) Timelines

Clarifying Questions: **May 20, 2024 by 5:00 PDT**

Questions must be submitted via e-mail to the address shown in Item IV.

Questions may be asked to clarify the RFP, but may not introduce new items of measurement.

Proposal Due Date: **May 28, 2024 by 5:00 PDT**

Contract Award: **June 20, 2024**

All proposers who submit responses by the deadline above will be notified of their status on or after **June 20, 2024**. Do not contact any member at Tule River Indian Tribe of California prior to that date in order to gain information on the award process.

4) Non-Collusion Statement

It is the intent of Tule River Indian Tribe of California to evaluate each proposal on the merits of the submitted documents and the results of each firm's marketing efforts. It is imperative that no proposer attempt to influence, persuade, or collude with any member of Tule River Indian Tribe of California in order to attain a more favorable position in the bid process. Doing so will be grounds for disqualification.

If necessary, the Tule River Indian Tribe of California may call one or more of the proposers for a face-to-face interview. This will be done at the sole discretion of Tule River Indian Tribe of California, and will be for the purpose of clarifying the bidder's responses.

5) Contact

Corina Harris, Procurement Director
The Tule River Indian Tribe of California
340 N Reservation Road, Porterville, CA 93257
Phone: 559.781-4271 extension 1042
Email: corina.harris@tulerivertribe-nsn.gov.

6) Proposal Content

All proposals must be prepared with brevity and clarity. In order to be considered a full response, each response packet must contain the following items:

- ⇒ 1 hard copy and 1 USB digital copy of your response (answers to Evaluation questions)
- ⇒ 1 hard copy and 1 USB digital copy of your insurance quote for the tribe and the casino

Under no circumstances will the Tule River Indian Tribe of California be responsible for the costs of preparing any of the firm's responses.

7) Contract Term

This contract will become effective immediately upon contract award, and will remain in effect for three years, terminating on **June 30, 2027**. Upon award of the contract, we will negotiate the brokerage services agreement with the successful

firm. This contract will contain language for early termination of the contract for both parties with written notice.

8) Brokerage Fees / Commission

This RFP seeks to evaluate prospective firms based on their ability to innovate and enhance the current risk transfer program of the Tule River Indian Tribe of California. The Tule River Indian Tribe of California will under no circumstances pay compensation greater than the customary level of commission paid by insurance markets for the line of business in question. The successful bidder will be required to disclose any and all fees and/or commissions charged for their work pursuant to the item II titled "Commissions and Fees" in Appendix A.

9) Background Information on the Tule River Indian Tribe of California

The Tule River Indian Tribe of California is a sovereign, federally recognized Indian Nation, established in 1873, with its own constitution and government. The Tribe is governed by an elected Tribal Council. The Indian Reorganization Act of 1937 and subsequent federal legislation govern the relationship between the Tribe and the United States government. In accordance with its constitution and Bylaws, the Tribe enacts laws through resolutions of the Tribal Council. The Tribal Council consists of nine members and annual elections are held each January. The reservation is located 20 miles from the city of Porterville, California. The tribe has several business enterprises, which include the Tule River Tribe Gaming Authority dba Eagle Mountain Casino, Eagle Feather Trading Post#1, and Eagle Feather Trading Post #2.

10) Evaluation Questions

- a. Describe the history and ownership of your firm. If you are a branch office of a National or Regional firm, please design the majority of your response describing the office(s) that will be responsible for servicing our account.
- b. Provide names, titles, length of tenure, and brief background information on each employee of your office that would be assigned to the Tule River Indian Tribe of California account. Please also provide email addresses and phone numbers, including extension, for each employee.
- c. Describe in detail your firm's experience working with tribal governments and tribal gaming and hospitality organizations.
- d. Explain the process you will employ to evaluate the insurance needs and objectives of the Tule River Indian Tribe of California and how those needs fit best with specific insurance carriers in the marketplace.

- e. Identify what insurance markets you will approach on our behalf and provide details regarding your relationship with these markets, including tenure, premium volume, etc.
- f. Identify any insurance companies that are tribally owned and include details regarding the carrier's ownership structure.
- g. Describe your firm's approach to annual insurance renewals, including marketing, timelines, etc.
- h. Provide details about how your firm will deliver high level customer service to the Tule River Indian Tribe of California.
- i. Describe in detail your firm's level of expertise in the following areas:
 - ⇒ CA State Workers' Compensation statutes
 - ⇒ CA State Unemployment Statutes
 - ⇒ American's with Disabilities Act
 - ⇒ OSHA Compliance
 - ⇒ Tribal Sovereign Immunity
- j. Provide a list of three (3) Gaming Operations and/or tribal governments similar in size to the Tule River Indian Tribe of California that your firm currently places Property and Liability and Workers' Compensation coverage. These references should include the name of the entity, the name of your main contact, the individual's direct phone number, and an e-mail and/or mailing address. Also indicate the line of coverage provided to these clients and the length of service. Only list those references who give the Tule River Indian Tribe of California full permission to contact them.
- k. Describe in detail your firm's philosophy for controlling our total cost of risk.
- l. What Loss Control services are available from your firm? Note that this should not include any loss control services provided by your insurance carriers or any other third-party, only those services provided directly by your firm. Please identify the team member(s) along with their contact information.
- m. What claims management services are provided by your firm? Note that this should not include any claims management services provided by your insurance carriers or any other third-party, only those services provided directly by your firm. Please identify the team members along with their contact information. Please give a detailed example of claim advocacy provided on behalf of your client(s).
- n. Indicate your ability to perform each of the functions outlined in Appendix A titled "Scope of Responsibilities". Indicate any additional services that your firm will perform over and above these minimum requirements.

- o. Overall, why is your firm best suited to be the strategic risk management partner of the Tule River Indian Tribe of California and its business enterprises?

Appendix A

Scope of Work:

- I. **Insurance Brokerage** - The selected firm will be responsible for marketing and obtaining bids for the following lines of insurance:
 - a. Commercial Property
 - b. Inland Marine
 - c. Crime
 - d. Comprehensive General Liability
 - e. Professional Liability
 - i. Directors and Officers
 - f. Automobile Liability and Physical Damage
 - g. Umbrella / Excess Liability
 - h. Other Lines, as necessary

- II. **Commissions and Fees** - It is the preference of the Tule River Indian Tribe of California to purchase services on a fee basis. If your proposed method of compensation is through commission paid by insurance carriers, you must fully disclose the commission percentage. Furthermore, all fees must be fully disclosed, including but not limited to intermediary fees, wholesale brokerage fees, and inspection fees, whether charged by your company or any third party.

- III. **Risk Identification and Assessment** – Assess risk levels and make recommendations for appropriate levels of risk retention on all lines of coverage. This includes on-site visits to update and maintain values at risk, and other exposures.

- IV. **Funding Mechanisms** – Advise the Tule River Indian Tribe of California on the feasibility of self-insuring or other alternative market risk transfer mechanisms as appropriate.

- V. **Meetings** – Attendance at various tribal meetings as requested. These meetings may require attendance during non-traditional business hours.

- VI. **Binding Coverage** – Issue certificates, binders, and additional insured requests in a timely manner. This includes assisting with any insurance company audits.

- VII. **Monitoring and Reporting** – Maintain Tule River Indian Tribe of California loss history, and provide reporting of loss trends, as requested.

- VIII. **Troubleshooting** – Assist in resolving day-to-day issues including clarifications on coverage and policy conditions.

- IX. **Information flow** – Keep the Tule River Indian Tribe of California informed about major changes in the insurance industry as they relate to Tribal entities.

- X. **Marketing** – Provide exhaustive marketing of the Tule River Indian Tribe of California account on a yearly basis to assure the best possible cost for the coverage we carry.
- XI. **Evaluation** – Evaluate and summarize proposals from insurance companies and other service providers and provide guidance to the Tule River Indian Tribe of California.
- XII. **Renewal applications** – Complete renewal applications from insurance carriers in a timely manner.
- XIII. **Indemnification** – Work with all risk management service providers to provide favorable indemnification language in insurance contracts and service agreements.
- XIV. **Identify coverage gaps** – Identify potential gaps in coverage, including overlaps or duplicate coverage, as necessary.
- XV. **Loss Control** – Assist in loss control and disaster planning and implementation of risk management and safety policies, including return-to-work programs.
- XVI. **Education** – Educate employees and key personnel regarding areas of coverage critical to the Tule River Indian Tribe of California. Participate in and provide materials for safety training and educational meetings, as necessary.
- XVII. **Other Areas**, as necessary.

Appendix B (Tribe's Insurance Specifications)

Available upon request.

Appendix C (Enterprise Insurance Specifications)

Available upon request.

Appendix D (Suspension and Debarment form)



TULE RIVER TRIBAL COUNCIL TULE RIVER INDIAN RESERVATION

TULE RIVER TRIBAL COUNCIL CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal 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) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Name of Firm Submitting Bid

Signature and Title of Authorized Official

Date

I am unable to certify to the above statements. Attached is my explanation.

Prime or Subcontractor's Name: _____

Telephone Number: _____

**Appendix
D**