



TULE RIVER TRIBAL COUNCIL

TULE RIVER INDIAN RESERVATION

REQUEST FOR PROPOSALS

Property and Casualty Insurance & Risk Management Brokerage Services

TRTC-02-2025

The Tule River Tribal Council hereby requests qualifications and 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 Reservation. The successful firm will assist the Tule River Tribe and its various tribal enterprises in obtaining competitive bids and providing risk management and insurance brokerage services for all lines of insurance coverage.

DATE OF ADVERTISEMENT: April 2, 2025

DEADLINE FOR SUBMITTAL: April 21, 2025 no later than 5 PM

PROJECT INFORMATION

The Tribal Council is seeking a consultant to conduct Insurance Brokerage and Risk Management Services only. This request does not give the right or responsibility to any of the proposers to approach any insurance market on our behalf. Once the decision is made on which broker we will hire, then and only then will the insurance market be approached. **Contacting any insurance markets before the award of this bid will be grounds for immediate disqualification.** The site(s) are all located in *Porterville*, Tulare County, California.

Services are to be performed *on and off* the Tule River Indian Reservation located in Tulare County, California, approximately 15 miles southeast of the City of Porterville. The area is easily accessed by way of paved road *East on Highway 190, at the traffic circle, take 1st exit onto Rd 284, slight right onto Indian Reservation Road, continue to North Reservation Rd.*

Proposal Content

All proposals must be prepared with brevity and clarity. Your response should not be greater than 50 pages total in length. To be considered a full response, each response packet must contain the following items:

One (1) original and One (1) digital USB copy of the proposal shall be submitted.

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

Non-Collusion Statement

It is the intent of the Tule River Tribe to evaluate each proposal on the merits of the written document. It is imperative that no proposer attempt to influence, persuade or collude with any member of the Tule River Tribe to attain a more favorable position in the bid process. Knowledge of this activity will be grounds for disqualification.

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

PROJECT BACKGROUND

The Tule River Tribe of California is a proud sovereign nation that strives to improve the livelihood of their members, their community and their surrounding communities.

The original inhabitants of the San Joaquin Valley were the Yokut-speaking tribes- about 50 dialect groups occupying the territory along the rivers and creeks flowing from the Sierras and around the Tulare Lake. Their descendants today on the Tule River Indian Reservation continue to have the goal of self-government and self-sufficiency on the land.

This RFP encompasses all departments of the tribal government, its enterprises and the Eagle Mountain Casino.

CONSIDERATION FOR SELECTION:

The proposal shall address all of the following items, in the order set forth and shall not exceed 50 pages:

1. Applicant or Firm Name.
2. Applicant or Firm Qualifications:
 - a. Type of Organization, size (local office and total firm size), professional registrations and affiliations, number of years as a firm.
 - b. Names and qualifications of personnel assigned to Project. Include principal-in-charge, project manager, and all professional staff expected to take responsible roles.
 - c. Outline of recent projects completed that are similar to this project and that are local to the Tribe (*and/or familiarity in performing these types of request/project/activity*) with local Indian Tribes.
 - d. Client references from recent projects, including name, address and telephone of individuals to contact.
3. Consultant is required to demonstrate specific expertise relating to the requirements of the Project Scope including (*professional registrations and/or licenses*) obtained for performance of work within the State of California.
4. Consultant to note whether it is a subsidiary of a larger corporation or firm and if so, list the name of the parent organization.

5. List any subcontractors who will perform work on this project and provide information in compliance with items 2 and 3 above.

PROJECT UNDERSTANDING AND APPROACH

1. Summary of approach to be taken for the project. Proposer shall identify the following:

The best cost and savings for the Tribe on insurance packages.

2. A definitive work program and schedule, including schedule for completion of the *(IE: findings, recommendations report, installation etc.)*

Note: Identify and include all tasks not under Consultant's control, and provide estimated times based upon prior experience.

3. Any information or tasks needed but not listed is the responsibility of the proposer.

4. Proposals are to be concise and include only those items that are relevant to the Project Scope.

5. The fee proposal shall be inclusive of all activities proposed to be undertaken. *(if this includes any purchases, note waiver of sales tax.)*

FEES AND INSURANCE

Proposals shall include estimated fees to complete the project as described under Project Scope:

1. Estimated fees must include all labor, materials, equipment, professional services, insurance, travel, profit, and all other costs and expenses for the proposed project.

2. Submit an itemized fee schedule as a basis for all proposed services and any extra services not included in item (a) above, if applicable.

3. Provide proof of insurance coverage for proposed services shall include general liability and property damage insurance that shall include automobile liability insurance in a combined single limit of not less than \$1 million dollars. Professional Liability Insurance (E&O) coverage of \$1 million is also required.

4. Provide proof of Workers Compensation coverage.

5. The selected firm shall provide, within ten (10) calendar days after the notice of award is issued, a copy of their existing liability insurance certificate with an Accord policy rider naming the Tule River Indian Tribe and its officers, employees and agents as an additionally named insured on said policies. Such insurance coverage shall be maintained in full force and effect for the duration of the Contract and must be in a form satisfactory to the Tribal Council.

PROPOSAL SUBMITTAL AND SELECTION

1. All proposals must be delivered in a sealed envelope with the words **Attn: Corina Harris – “Proposal to the Tule River Tribal Council for Property and Casualty Insurance & Risk Management Brokerage Service”** clearly written in bold type and received not later than:

April 21, 2025 no later than 5 PM

Late proposals will not be considered.

2. All proposal submissions shall be delivered to:

a) Via Mail

Attn: *Corina Harris*
Tule River Indian Tribe of California
P.O. Box 589
Porterville, CA 93258
(559) 781-4271 phone
(559) 781-4610 fax

b) Hand Delivered or by Courier

Tribal Administration Office
340 North Reservation Road
Porterville, CA 93257

3. All correspondence or inquiries should be directed to:

Corina Harris, Procurement Director, 340 N Reservation Rd, 559-781-4271 x1042

4. All costs for preparation of proposals shall be borne by the proposer.

5. Tribal staff and its designated agents or representatives will review the proposals and select the one that they believe is most advantageous to the Tribe.

6. The Tule River Tribal Council will make the final selection and award. The Tribal Council may or may not choose to interview the recommended Consultant prior to award.

7. This request does not constitute an offer of employment or to contract for services.

8. The Tribe reserves the option to reject any or all proposals received in response to this request for Proposals, wholly or in part.

9. The Tribe reserves the right to retain all proposals, whether selected or rejected.

10. All proposals shall remain firm for sixty (60) working days following the closing date for receipt of proposals.

11. The successful Consultant will be expected to enter into a contract of substantially the same format as the attached sample form in Exhibit B.

12. The Tribe reserves the right to award the Consultant services contract to the firm that, in the sole judgment of the Tribe, can best accomplish the desired results. Selection criteria include, but are not limited to, consideration of the Consultant's qualifications and experience, the Consultant's understanding of and approach to the project, and the proposed fee for services.

13. Preference in the award of a Contract shall be given to Indian and Alaskan Native organizations and economical enterprises. The Owner may give preference to a 51 percent Indian-owned economic

enterprise so long as the bid by this enterprise does not exceed the lowest bid submitted by more than five (5) percent.

14. The Tule River Tribal Council reserves the right to waive any informality in any submission, to reject any and/or all submissions, and to accept proposal(s) that in its judgement is in its best interest. Each proposal shall contain one original and seven copies, and shall be in a sealed envelope or package clearly labeled as “**Attn: Corina Harris - Proposal to the Tule River Tribal Council for Property and Casualty Insurance & Risk Management Brokerage Services**” and delivered to the address noted above.

PROJECT SCOPE

The scope of Consultant's services shall include at least the following items described below. Consultants should include additional tasks they deem appropriate. Include written reasons why a task should be included, and the fee required to complete the task.

The Tribe's intent is to be able to agree upon a scope of work that will meet the needs of the Tribe with a fee package providing fair compensation to the Consultant.

The following scope of work outlines the required elements of the Consultant:

I. Insurance Brokerage - The selected firm will be responsible for marketing and obtaining bids for the following lines of insurance, if applicable: a. Commercial Property

b. Inland Marine

c. Crime

d. Comprehensive General Liability

e. Professional Liability

i. Tribal Officials E&O

ii. Medical Malpractice

iii. Law Enforcement E&O

iv. Miscellaneous Professional Liability

v. Marine Liability

vi. Accident

f. Automobile Liability and Physical Damage

g. Umbrella / Excess Liability

h. Cyber Liability

i. Other Lines, as necessary

II. Commissions and Fees - If your proposed method of compensation is through commission paid by insurance carriers, you must fully disclose what the commission percentage is. 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 would include on-site visits to update and maintain values at risk, and other exposures.

IV. Funding Mechanisms – Advise the Tule River Tribe 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** – issuance of 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 Tribe 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 Tribe informed about major changes in the insurance industry as they relate to Tribal entities.
- X. **Marketing** – provide exhaustive marketing of the Tule River Tribe 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 Tribe.
- XII. **Renewal applications** – completed in a timely manner from insurance carriers
- XIII. **Indemnification** – work with all risk management service providers to provide favorable indemnification language in insurance contracts and service agreements, without compromising sovereign immunity.
- 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 Tribe. Participate in and provide materials for safety training and educational meetings as necessary.
- XVII. **Other Areas**, as necessary

Please include the following tribally required clause in the proposal: *(Note that this only applies to work on the Reservation or trust lands)*

“SOVEREIGN IMMUNITY: Nothing herein is intended to convey any rights to individuals or entities that are not parties to this Agreement. Further, nothing herein shall be construed to waive the Tribe’s sovereign immunity from unconsented suit against any claims by third parties.”

INDIAN AND OTHER FEDERAL PREFERENCE APPLICABLE

All Tule River Tribal Councils Request for Proposals are subject to Section 7(b) of the Indian Self Determination & Education Act (25 USC 450e(b)) which provides to the greatest extent feasible, preference and opportunities be given to American Indians and American Indian owned business enterprises and OMB Circular A-102 (45 C.F.R Part 92.36(e)) requiring Tule River Tribal Council to take all necessary affirmative steps to assure minority firms, women's business enterprises and labor surplus area firms are used when possible. For Indian Preference to be applied to American Indian owned and controlled businesses, proof of American Indian business ownership with more than 50% control must be submitted with the proposal.

INDIAN EMPLOYMENT OF SUBCONTRACTS -INDIAN PREFERENCE

Pursuant to Section 7(b) of the Indian Self-Determination and Assistance Act, as amended, to the greatest extent feasible, this RFP and any subcontracts awarded shall require Indian preferences and opportunities for training and employment in connection with the administration of such contract/subcontracts.

In addition, preference in the award of subcontracts shall be given to Indian organizations and to Indian-owned economic enterprises. Pursuant to Section 7(c) of the Indian Self-Determination and Assistance Act, as amended, the tribal employment or contract preference laws adopted by such Tribe shall govern with respect to the administration of the contract or portions of the contract.

For additional information, please see the following attachments:

EXHIBIT A: *(Suspension and Debarment)*



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: _____

Exhibit A