



Spokane Tribe of Indians

P.O. Box 100 • Wellpinit, WA 99040 • (509) 458-6500 • Fax (509) 458-6575

REQUEST FOR PROPOSAL

FOR

Spokane Tribal Benefits Broker

PROPOSAL Number: RFP17-023

BY:

SPOKANE TRIBE OF INDIANS
PURCHASING/PROPERTY DEPARTMENT
6195 FORD/WELLPINIT RD
PO BOX 100
WELLPINIT, WA 99040

KEY INFORMATION

Contact	Danny Brigman
Phone	(509) 458-6550
Opening Date	4/13/2017
Closing Date	5/15/2017 2:00 p.m.
Return Location	Purchasing / Property Manager
Delivery Address	6195 Ford/Wellpinit Road
	PO Box 100
	Wellpinit, WA 99040
Email	danny.brigman@spokanetribe.com

INTRODUCTION

The SPOKANE TRIBE OF INDIANS is soliciting the services of qualified firms to serve as designated insurance broker of record for the Spokane Tribe of Indians benefit programs. The Spokane Tribe of Indians maintains various insured and self-funded insurance programs. The Spokane Tribe of Indians employs approximately 470 employees during their peak season with an average of 316 employees covered under our plan. This number of employees has the potential to increase by a large percentage due to the West Plains expansion, STEP. Awarded vendor will be responsible for negotiating and placing employee benefit plans, as directed by the Spokane Tribe of Indians. The benefits are as follows: medical including prescriptions, dental, vision, short term disability, long term disability, and life insurance.

Vendors are strongly encouraged to carefully read the entire request for proposal. The Spokane Tribe of Indians is a federally recognized Indian Tribe and is eligible for GSA and/or government pricing. There are no expressed or implied obligations for the SPOKANE TRIBE OF INDIANS to reimburse responding firms for any expenses incurred in preparing bids in response to this request.

QUESTIONS & SUBMISSION

To be considered responsive, responsible, reliable, qualified, proposals must be received by Danny Brigman, Purchasing/Property Manager, Spokane Tribe of Indians, P.O. Box 100, Wellpinit, WA 99040 on or before the above closing date and time. The SPOKANE TRIBE OF INDIANS reserves the right to reject proposals and/or sealed proposals that have been opened for reasons according to 48 CFR 14.404. Proposals may be delivered by postal services, hand delivered, faxed, or electronic sent. All pricing must be guaranteed for 60 days; however, obligation of purchase can take place earlier.

Any proposals received after the closing date and time or submitted to another department will be considered non-responsive. The proposal award will be made to the lower bidder who is considered responsive, responsible, reliable, qualified, and can provide all specifications listed.

If interested in submitting a proposal notify Danny Brigman and he will send a Non-Disclosure Agreement. Upon an executed NDA then the attachments with more specific information will be sent. When submitting a proposal please see attachments and fill out attachments as necessary and include it within your proposal.

The Spokane Tribe “may” or “may not”, elect to award this proposal for the listed items from the best-qualified vendor for all specifications listed below and according to the RFP. The Tribe may waive any informalities or minor defects or reject any and all proposals. After proposals have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done. Proposals that have been opened may be rejected according to 48 CFR 14.404.

The Spokane Tribe assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents, or employees prior to the execution of a signed contract, unless such understanding or representations are expressly stated in the bidding document.

Please provide information for the primary contact at your company regarding questions on your RFP. For any questions regarding this project please refer to the contact person(s) listed below. All technical questions will be forwarded to the proper individual for response and replied back to the questioning vendor. All answers will be forwarded onto all other vendors.

CONTACT PERSON

Danny Brigman,
 Purchasing/Property Manager
 Spokane Tribe of Indians
 6195 Ford/Wellpinit Rd
 PO Box 100
 Wellpinit, WA 99040
 (509) 458-6550
 Email: danny.brigman@spokanetribe.com

Brittney Stearns
 MV Clerk
 Spokane Tribe of Indians
 6195 Ford/Wellpinit Rd
 PO Box 100
 Wellpinit WA 99040
 509-458-6533
 Email: Brittney.Stearns@spokanetribe.com

SPECIFICATIONS

Each separate or individual specification listed below **“Must” have the initials** of the submitter next to each item to verify the specification is being met with the submission. Any submitted bid received without the initials next to each specification will be considered non-responsive.

A successful broker must have:

- A current license issued by Washington State
- No prior history of corrective action with Washington State
- A minimum of five (5) years expertise and experience providing broker services to tribes in a similar capacity.
- No conflicts of interest in representing the Spokane Tribe of Indians' interests.

The broker's duties shall include, but is not limited to, the following:

1. Act as an independent advisor to the Spokane Tribe of Indians and proactively provide ongoing, unbiased, professional advice and recommendations that benefit the Spokane Tribe of Indians.
2. Proactively provide ongoing review and analysis of the Spokane Tribe of Indians benefits programs for risk.
3. Be familiar with the major exposures of the Spokane Tribe of Indians.
4. Be familiar with the coverage provided by all relevant insurance policies and documents issued to the Spokane Tribe of Indians.
5. Annually review policies and shop for competitive coverage at lower rates.
6. Assure that benefit programs are marketed and placed in a timely manner, without lapses in coverage periods, with reputable and financially responsible companies.
7. Ensure that insurers are licensed to conduct business in the State of Washington in the category they're providing services.
8. Provide service for the insurance policies placed for the Spokane Tribe of Indians including processing all changes and endorsements and verifying the accuracy of invoices within a reasonable time.

9. Immediately advise the Spokane Tribe of Indians of pending or enacted Federal and State legislation affecting the Spokane Tribe of Indians.
10. The broker shall advise of the financial/administrative impact of State or Federal legislation on the Spokane Tribe of Indians and assist in the implementation of changes made necessary by such legislation.
11. For the purpose of providing an adequate choice of plans for the Spokane Tribe of Indians employees, the broker, upon request, shall analyze service areas of current plans and provide recommendations regarding design and expansion of coverage plans.
12. Upon request by the Spokane Tribe of Indians, but at least once a year, provide a comprehensive report that reviews all of the Spokane Tribe of Indians' benefit programs. The report must include recommendations of addressing areas of concerns and/or action taken to address the issues.
13. On a quarterly basis, provide a general report of the insurance programs for each line of coverage – e.g. costs, usage, high cost claims, etc. Recommendations for addressing areas of concern must be identified in the report.
14. Be available to answer questions or obtain answers from underwriters for policy coverage questions.
15. Be available by phone and/or to meet with the Spokane Tribe of Indians' staff and designated representatives as reasonably requested.
16. Assist with claims and billing issues as requested, assist with the implementation/transiting of carriers/administrators, legislative mandates and assist with compliance.
17. Responsible for scheduling, preparing and distributing meeting agendas, attending all meetings, taking and distributing meeting notes, preparing financial reports, interpreting and distributing carrier reports, coordinating presenters and attendees, follow-up with carriers and action items, and serving as the Spokane Tribe benefit resource.
18. In accordance with parameters and criteria established by the Spokane Tribe of Indians, make recommendations regarding various benefit and insurance plans, insurance carriers, health maintenance organization, administrators and benefit service providers.
19. Review all insurance benefit and administrative service documents for accuracy and adherence to prior agreements.
20. Provide regular and open enrollment support, including but not limited to; development of timelines assisting with the development of open enrollment materials and the determination of health fair attendees, and coordinating and participating in open enrollment meetings as reasonably requested.
21. Assist with budget projections on future costs of benefit programs, review contracts with providers for accuracy in rates, benefits, eligibility, and coverage definitions, review evidences of coverage for accuracy and make recommendations regarding changes, modifications and/or benefit enhancements, and negotiate changes with carriers.
22. Develop, produce and coordinate the printing and distribution of benefits communication materials, highlight booklets detailing insurance plans offered and eligibility requirements; of approximately 600 booklets.

The successful broker must directly provide all services described in this document, and must appoint at least one of its employees as the key contact for approval by the Spokane Tribe of Indians

EVALUATION CRITERIA

- 1. Compliance with Specifications of RFP – 1-20 points.**
- 2. Cost for Our Current Plans – 1-30 points**
 - Overall price for our current plans including breakdown in broker fees
 - Use most recent census (Attachment A) and current Benefits Plan Summary (Attachment B)
 - Price/Cost must be included for each item. In the absence of cost, an explanation must be provided. Use attached Cost Analysis form (Attachment C). Additional pages for cost explanation may be included.
- 3. Renewal Rate Guarantees – 1-15 points**
 - Proposals must identify whether or not they will provide renewal rate guarantees for their services. Details of the guarantee must be identified.
- 4. Years the Brokerage Firm has been in Existence – 1-10 points**
 - The broker must identify how many years they've been in existence as a brokerage firm and licensed in the state of Washington.
- 5. Years of Experience Brokering for Tribal Entities – 1-10 points**
 - Proposal must include the total number of years the company has been the primary broker for tribal entities.
 - Proposal must provide a complete list that includes each Native American tribe in which they were the primary broker.
 - Include 3 references
- 6. Number of National Contracts the Broker Possesses – 1-10 points**
 - The volume national contracts are a way of exhibiting the experience of the Brokerage Firm. The Broker must provide a list of national contracts and specific coverages of which the contract includes.
- 7. Native/Minority/Woman Owned- 1-5 points**
 - 5 points will be awarded to Native Owned Businesses
 - 4 points to either Minority or Woman Owned Businesses
 - 0 points to any other owned business

The Brokerage companies with the highest points may be interviewed. Brokerage firm with the highest points may not be selected. The Spokane Tribe of Indians reserves the right to make a selection in their own best interest.

RELIABLE, RESPONSIVE, RESPONSIBLE BIDDERS

The Spokane Tribe of Indians Purchasing/Property Manager, Human Resources Director, Executive Director, or Tribal Council reserves the right to determine whether or not a bidder is responsive, responsible, reliable, qualified, and possesses the ability to complete the entire project. Those determinations will be based on:

- a. The skill and experience demonstrated by the bidder in performing agreements of a similar nature.
- b. The bidder's record for honesty and integrity.
- c. The bidder's capacity to perform in terms of facilities, personnel and financing.
- d. The bidders past performance with the Spokane Tribe of Indians.

VENDOR DIVERSITY

Is your company at least 51% owned by a Native American, Minority or Woman (NA, M/WBE)? (Minority group members are United States citizens who are African-American, Asian-Indian American, Asian-Pacific American or Hispanic-American). Ownership means the business is at least 51% owned by such individuals and, management and daily operations are controlled by them as well.

Can your firm be classified as a Native American Enterprise? YES___ NO ___ If yes % ____.

Can your firm be classified as a Minority Owned Business? YES___ NO ___ If yes % ____.

Can your firm be classified as a Woman Owned Business? YES___ NO ___ If yes % ____.

PROPRIETARY INFORMATION

There should not be any restrictions on the use of data contained in any submitted proposal; any restrictions on the use of data contained in a proposal must be clearly stated in the proposal itself. Proprietary information submitted in response to the request for proposal will not be accepted by the Spokane Tribe and the submitted proposal will be considered non-responsive. Data contained in the proposal, all documentation provided therein, and innovations developed as a result of these contractual services cannot be copyrighted or patented by vendors. All data, documentation, and innovations become the property of the Tribe.

The SPOKANE TRIBE OF INDIANS reserves the right to use any ideas in the proposals regardless of whether that bid is selected. Submission of a proposal indicates acceptance by the vendor of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the SPOKANE TRIBE OF INDIANS and the firm selected

INFORMATION TO INTERESTED VENDORS

Any proposal may be withdrawn prior to the above closing date and time. Any proposals received after the time and date specified shall not be considered. No vendor may withdraw a submitted proposal after the closing date and time listed above

The vendor is also requested to list and describe any professional relationships involving the SPOKANE TRIBE OF INDIANS or any of its units for the past (3) years together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the requested services. In addition, the vendor shall advise the SPOKANE TRIBE OF INDIANS of any professional relationships entered into during the period of this agreement. Vendor shall disclose information relating to conflicts or potential conflicts of interest.

Vendor shall at all times conduct itself in a manner consistent with the Tribe's Code of Conduct. No modification of submitted proposal will be permitted in any form after the closing date and time.

If your response to the technical and functional requirements and associated product demonstration is dependent upon a product offered by another vendor partner, please be advised that a single, joint response should be submitted for this RFP. Additional vendors, subcontractors and/or any assignee or transferee must be able to adhere to the same agreements (e.g., not transmitting tribal data outside of the United States) required of your company.

COVENANTS AGAINST KICKBACKS

All conditions regarding covenants against kickbacks under 48CFR 52.203-7 shall apply.

Failure to abide by the provisions of this section may, without further notice, result in the immediate termination of any contract awarded.

RESERVATIONS

The Spokane Tribe of Indians Reserves:

1. The right to cancel any agreement, if in its opinion there is a failure at any time to perform adequately the stipulations of the Specifications, or if there is any attempt to willfully impose upon the Spokane Tribe services which are, in the opinion of the Spokane Tribe, of an unacceptable quality.
2. The right to accept or reject bids on each item separately or as a whole, to reject any or all bids without penalty, to waive any informalities or irregularities therein, and to contract as the best interest of the Tribe may require in order to obtain the system which best meets the needs of the Tribe, as expressed in this RFP.
3. The right to negotiate the modification of, terms and conditions with the bidder offering the best value to the Tribe, in conjunction with the award criteria contained herein, prior to the execution of a contract to ensure a satisfactory contract.
4. The right, where it may serve the SPOKANE TRIBE OF INDIANS best interest, to request additional information or clarifications from bidders or allow corrections of errors or omissions.
5. The right to require the awarded vendor to obtain and/or have in place proper Insurance in an amount no-less than the limits of the Spokane Tribe of Indians Coverage.

Contractor Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State, Local or Tribal department or agency;
- (b) Have not within a five-year period preceding this 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, Local or Tribal) 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;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local or Tribal) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, Local or Tribal) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this bid or termination of the award. In addition, under 13 USC Sec. 1601, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years or both.

Typed name & Title of Authorized Representative

Signature of Authorized Representative

Date

- I am unable to certify to the above statements. My explanation is attached.