



2872 Mission Drive, Shelbyville, MI 49344 | {p} 269.397.1780 | [gunlaketribe-nsn.gov](http://gunlaketribe-nsn.gov)

## GUN LAKE TRIBE

### REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

## **Property and Casualty Insurance Brokerage and Risk Management Services**

DATE ISSUED: Thursday, December 9, 2021

DATE DUE: Wednesday, February 23, 2022, 4PM

CONTACTS: Thomas Comer, Chief Financial Officer  
Gun Lake Tribe and Affiliated Entities  
[thomas.comer@glt-nsn.gov](mailto:thomas.comer@glt-nsn.gov)  
(269) 397-1819

Robert Teis, Director of Finance  
Gun Lake Tribe  
[robert.teis@glt-nsn.gov](mailto:robert.teis@glt-nsn.gov)  
(616) 633-3779

### **I. Introduction**

The Match-E-Be-Nash-She-Wish-Band of Pottawatomi Indians, also known as the Gun Lake Tribe (The Tribe), is seeking proposals from licensed property and casualty insurance brokers (The Broker) to partner and advise on risk management and risk transfer needs covering the Tribal Government, the Tribal Gaming Authority (casino), and our other affiliated entities. We would like a firm who can assess our operations, work with our team to identify risks, develop risk mitigation and transfer strategies, and then represent us in the insurance market place to find the appropriate coverages in a cost-effective manner. It is important that the selected broker be independent of conflict and bias when representing the Tribe in the market place.

## II. Proposal Content

Proposals not to exceed 25 pages and must address our core questions noted below. Adding appendix for a copy of your typical service contract won't be counted towards your page limits. All proposals must include the following information:

### **PART 1 | COVER LETTER/EXECUTIVE SUMMARY**

In no more than three (3) pages, the Cover Letter and Executive Summary shall include:

1. The names of the key members of the brokerage team.
2. The mailing address, telephone number, email and the name of the main point of contact for the brokerage team.
3. A summary of the broker's experience and qualifications and the significant advantages to selecting the broker. Also discuss how you envision implementing the services for the Tribe for the current year renewal and long-term.

### **PART 2 | SCOPE OF SERVICES**

The ideal brokerage will have demonstrated expertise in all areas of risk management for complex organizations. Previous experience with Tribally owned organizations would also be a plus.

The services stated below are critical to the selection of the brokerage to support the Tribe. In your proposal and in your responses to the evaluations questions please attempt to convey what differentiates your firm from the competition. If your firm does not meet or support any of the requirements listed below, please clearly indicate so in your response and include any alternative options for our consideration.

- a. Collaborate with and challenge the Tribe in designing "best in class" risk financing structure and insurance programs.
- b. Market all Property & Casualty insurance programs as identified by the Tribe and prepare appropriate comparative analysis and recommendation including, but not limited to cost, coverage, security and service.
- c. Understand the Tribe's mission, our complex structure and our businesses in order to effectively represent us in the insurance marketplace.
- d. Provide a dedicated, qualified service team to the Tribe. Be a resource and extension of our risk management team. Build relationships to help us roll out best practices and safety initiatives.
- e. Assist, as requested, in the preparation of insurance specifications, applications, and underwriting data to be used as the basis for presentations to insurers.
- f. Use insurance knowledge and access to global insurance markets to recommend market strategy and identify specific insurers to be considered.
- g. Evaluate and analyze existing and developing non-insured areas of risk and mitigate through loss prevention and insurance programs.
- h. Develop programs and/or restructure existing programs to meet changing financial strategy of the Tribe with respect to insurable risk.
- i. Develop new insurance/reinsurance markets as needed.
- j. Provide an evaluation of the financial condition and appropriateness of each insurer based both on publicly available information and broker's experience.

- k. Arrange meetings as appropriate between the Tribe and senior representatives of insurers.
- l. Review and assist as needed in the calculation of premium adjustments related to premium audits, loss audits, retrospective premium adjustments and letter of credit adjustments for prior and current year programs and provide an estimate of future amounts.
- m. Review policy forms, develop manuscript policy language, and negotiate insurance contracts from specified insurers and service providers approved by the Tribe and will be diligent in seeking state of the art coverage as broad as is attainable in the marketplace, with particular attention to any unusual risk exposures of the Tribe.
- n. Provide coaching, support and review for contractual issues/language related to indemnification and insurance.
- o. Assist in identifying, selecting and providing on-going oversight of risk management specialists and service providers to provide support to the Tribe.
- p. Respond assertively to solve problems identified by the Tribe and initiate communication and activity to solve problems identified by broker.
- q. Provide access to secure data sharing network.
- r. Provide loss modeling and analysis to support best outcomes for collateral, program structure and marketing.
- s. Assist in claim adjudication ensuring that the Tribe receives the best of customer service and timely response for each and every claim.

### **PART 3 | EVALUATION QUESTIONS**

Provide responses to the following questions in your proposal. Clarify what sets your firm apart from the competition. Give examples or case studies as applicable.

#### **a. Broker Experience and Qualifications**

- 1. Describe the structure of your organization, including number of employees and available resources, locally, nationally, and globally.
- 2. Describe your areas of specialization and any areas specifically applicable to our tribal and business needs.
- 3. What distinguishes your firm from the competition?

#### **b. Service Team qualifications and experience**

- 1. Outline your proposed account service team and provide brief biographies. Also identify the day-to-day contacts for the Tribe.
- 2. Discuss and describe your experience in servicing and understanding the unique needs and exposures of clients our size and scope.

#### **c. Insurance Marketing**

- 1. Please describe your marketing and placement process.
- 2. Provide a transition plan.

d. Claims Management and Loss Control

1. Provide an overview of the claim's management, loss control claims advocacy, and consulting services that you will provide the Tribe.
2. Provide three (3) examples of a situation in which your claims or loss control team was able to favorably impact total cost of risk for a current client.
3. Provide a sample service strategy for your claims and loss control teams.

e. Account Management

1. Describe your customer service philosophy.
2. Describe how your team will ensure accuracy and timely delivery of policies, program agreements, binder/advices or insurance, submissions to markets, and other "insurance related" documents.
3. How do you guarantee communication between your account team and our staff?
4. What type of ongoing risk management education and support (e.g., seminars, white papers, etc.) opportunities and resources does your company offer? Please provide specific examples if applicable.

#### **PART 4 | COMPENSATION AND MASTER SERVICE AGREEMENT**

Discuss the following related to your proposed compensation structure:

- a. How would you prefer to be compensated? (i.e., direct fee, commissions, retainer, etc.).
- b. Will you make available documentation of any commissions received from insurers?
- c. Describe your protocol for disclosure of compensation and philosophy on compensation transparency.
- d. Describe our right to terminate a contract with you. Is there a minimum contract period?
- e. Please provide your firm's Master Service Agreement (MSA) in Microsoft Word format for legal review by the Tribe.

#### **PART 5 | REFERENCES**

The review team may conduct a background reference review of each respondent. Please include the following information for three (3) client references. Tribal specific references are preferred.

- a. Name of the client
- b. Name, title, and contact information for the client
- c. Summary of service(s) provided
- d. Location of the project

#### **PART 6 | OTHER**

1. Identify and explain any resolved or ongoing legal proceeding, or pending legal proceeding, i.e. arbitration, complaint, or court action, filed against your company or any individual related to the work of your company for any project within the last five (5) years.
2. Copy of insurance to protect the Gun Lake Tribe from loss. The following minimum limits shall be met:

- a. Professional Liability (Errors and Omissions) Coverage - One million dollars (\$1,000,000.00) each occurrence
- b. Bodily Injury and Property Damage - One million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) aggregate
- c. Commercial Automobile Coverage including owned, non-owned, leased and hired vehicles (if used on Gun Lake Tribe property) - One million dollars (\$1,000,000.00) combined single limit for each accident
- d. Five million dollars (\$5,000,000.00) in excess coverage above the General Liability and Auto lines
- e. Workers' Compensation Coverage – In accordance with State of Michigan requirements at the time of proposal
- f. Products or Completed Operations – One million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) aggregate.

The Consultant's insurance outlined in the contract will be primary and non-contributory.

Gun Lake Tribe will be named as Additional Insured on the contractor's General Liability and Auto Liability policies

The Consultant's workers compensation policy shall include a Waiver of Subrogation in favor of Gun Lake.

Any deductible or self-insured retention must be disclosed and any claim payments falling within the deductible shall be the responsibility of the Consultant. The Tribe requires that these aggregate limits be maintained by the Consultant as required.

The Consultant shall require all subcontractors to carry the same forms and minimum coverages. Evidence of these coverages must be provided to the Tribe prior to the contractor or subcontractor coming onto Tribal lands.

A sample certificate of insurance will be provided to the applicant. The applicant will be required to complete and submit a certificate of insurance along with the required endorsements upon award of the project and prior to commencement of services.

### III. Proposal Standards

Applicants are required to submit a proposal clearly marked "Property and Casualty Insurance Brokers and Risk Management Services". Each page of the proposal must clearly identify the name of the company submitting the proposal. Proposals will be accepted until February 23, 2022 at 4 p.m. by e-mail to [Robert.Teis@glt-nsn.gov](mailto:Robert.Teis@glt-nsn.gov) and [Thomas.Comer@glt-nsn.gov](mailto:Thomas.Comer@glt-nsn.gov). Direct all questions to Rob and/or Tom no later than three (3) days prior to the required submittal date, unless waived by the Tribe.

#### **ADDENDA INTERPRETATIONS**

If it becomes necessary to revise any part of this RFP said addenda will be uploaded to the Tribe's website. The Tribe is not bound by any oral representations, clarifications, or changes made in the RFP

by staff or others, unless such clarifications or change is provided in written addendum from the Tribe and uploaded on the Tribe's website.

## IV. Evaluation Process

The Tribe will be evaluating brokers on several primary criteria:

1. Consultant's expertise and ability to independently provide the specified services discussed above
2. Consultant's demonstrated experience providing the described services with referred clients
3. Consultant's competitive pricing

## V. Documentation

Failure to provide sufficient information for the evaluation criteria will result in the loss of points or being deemed unresponsive. The Tribe reserve the right to verify the validity of all information provided.

## VI. Terms of Contract

A non-disclosure agreement will be required for the selected applicant and any subcontractors. Such agreement must cover all principals, key staff and all support staff who may encounter documents, reports, graphics or other components related to the Tribe.

A sample contract will be provided to applicants after submission of the non-disclosure agreement. The applicant will be required to sign this contract upon award of the project.

Proposals will be accepted from non-Indian as well as Indian-owned enterprises or organizations. The Gun Lake Tribe will provide preference to all qualified Indians and Indian-owned enterprises or organizations in accordance with applicable law.

Any bidder seeking Indian Preference in this award must provide evidence that it is not less than 51 percent Indian owned and controlled. If you are seeking Indian preference, please contact the Chairperson of the Indian Preference Committee, Amanda Sprague at (269) 397-1630 to receive a prequalification packet.

The Gun Lake Tribe reserves the right, in its own discretion, to accept or reject any and all responses, to waive any irregularity and/or informality in any response and to request and receive additional information from any Consultant when such acceptance, rejection, waiver or request is determined to be in the best interest of the Tribe.

The Gun Lake Tribe will enter into a contract with the Consultant that best preserves the sovereign immunity of the Tribe.

The Gun Lake Tribe reserves the right, despite the application of Indian Preference as noted above, to select the Consultant with the proposal that the Tribe believes, in its sole and absolute discretion, provides the greater benefit in light of the estimated cost.

The Gun Lake Tribe reserves the right to decline to select a Consultant for the project.

The contract will not create an employment relationship. The Consultant performing work under the contract will not be employees of the Tribe.

The retention and approval of any subcontractor shall not diminish or reduce Consultant's obligations and duties under the contract and shall not create any obligations on the part of the Tribe to the subcontractor.

Any documents resulting from the contract will be the property of the Tribe.