

TORRES MARTINEZ DESERT CAHUILLA INDIANS



Request for Proposal (RFP)
NUMBER: **RFP # 10292 Rev. II**

FOR

INDEPENDENT INSURANCE BROKER

PROPOSAL DUE DATE

APRIL 20TH, 2020

REQUESTED BY:

TORRES MARTINEZ DESERT CAHUILLA INDIANS
TORRES MARTINEZ TRIBAL TANF
PROCUREMENT DEPARTMENT
P.O. BOX 969 (mailing address)
66-725 MARTINEZ ROAD, (physical address)
THERMAL, CA 92274

Table of Contents

- 1. Schedule of Events 3**
 - 1.1. RFP Timeline Table 3*
- 2. General Information..... 3**
 - 2.1. Definitions 3*
 - 2.2. Purpose 4*
 - 2.3. Tribal Background..... 4*
 - 2.4. TANF Program Background..... 4*
 - 2.5. Administration..... 4*
 - 2.6. Public Notice and Contractor Invitation..... 5*
 - 2.7. Last Date for Questions or Requests 5*
 - 2.8. RFP Contact Information..... 5*
 - 2.9. RFP Amendment..... 5*
- 3. Scope of Work 6**
 - 3.2.1 Analysis and Reporting..... 6*
 - 3.2.2 Liaison and Problem Intervention..... 6*
 - 3.2.3 Compliance..... 7*
 - 3.2.4 Annual Renewal Process and Evaluation 7*
 - 3.2.5 Other Service Requirements 8*
 - 3.3. Torres Martinez Current Benefit Program and Enrollments..... 9*
 - 3.4. Employee Service Area Per Census..... 9*
 - 3.8. Proposal Format 13*
- 4. Confidential Information 14**
 - 4.1. Obligation of Confidentiality 14*
 - 4.2. Definition of “Confidential Information” 15*
 - 4.3. Property of the Tribe 15*
- 5. Method of Payment 15**
 - 5.1. Purchase Order Issuance..... 15*
 - 5.2. Payment..... 15*
 - 5.3. Delivery of Proposal..... 16*
- 6. Evaluation Procedures 16**
 - 6.1. Evaluation Criteria 16*
- 7. Attachments 18**

1. Schedule of Events

1.1 RFP Timeline Table

Event	Date
RFP Draft	March 04 th , 2020
RFP Finalization	March 13 th , 2020
RFP Web Posting Date	March 13 th , 2020
RFP Email Invitations	March 13 th , 2020
RFP Public Notice	March 13 th , 2020
Last Date for Questions and Requests	April 13 th , 2020
Proposal Due Date	April 20th, 2020 at 12:00 PM
Proposal Evaluation Start (Evaluators Only)	April 21 st , 2020
Bid Evaluation End	April 23 rd , 2020
Notice of Award	April 24 th , 2020
Contract Finalization	To Be Determined

2. General Information

2.1 Definitions

- 2.1.1 **ACF:** Administration of Children and Families, a division of DHHS.
- 2.1.2 **Bidder:** An individual, entity, partnership, firm, corporation, or agency submitting a bid in response to this RFP
- 2.1.3 **BPO:** Blanket Purchase Order, good for 1 year only.
- 2.1.4 **Contractor:** an individual, entity, partnership, firm, corporation, or agency awarded a Contract Agreement and/or Purchase Order as a result of responding to this RFP.
- 2.1.5 **CCR:** California Code of Regulations
- 2.1.6 **CFR:** Code of Federal Regulations
- 2.1.7 **DHHS:** United States Department of Health and Human Services
- 2.1.8 **RFP:** Request for Proposal
- 2.1.9 **OMB:** Office of Management and Budget
- 2.1.10 **PO:** Purchase Order
- 2.1.11 **TMDCI or Tribe:** Torres Martinez Desert Cahuilla Indians, a Domestic Sovereign Entity
- 2.1.12 **TMTTANF or TMTANF:** Torres Martinez Tribal Temporary Assistance for Needy Families, a federally funded grant program managed by the Tribe.

2.2 Purpose

- 2.2.1 The Torres Martinez Desert Cahuilla Indians are seeking to name a Broker of Record for Torres Martinez employee insurance benefits.

2.3 Tribal Background

- 2.3.1 The Torres Martinez Desert Cahuilla Indian Reservation was established by Executive Order on May 15, 1876. The Tribe currently consists of 24,822 acres (in a checkerboard pattern), along California State Highways.
- 2.3.2 The Tribe administers various programs and projects that are funded by Federal, State, and Local Government, including the federal Temporary Assistance to Needy Families Program.

2.4 TANF Program Background

- 2.4.1 Torres Martinez TANF Program, established in May of 2001, is a social services provider for Native American Indian families throughout Los Angeles and Riverside County.
- 2.4.2 The Torres Martinez Desert Cahuilla Indians operates and administers the federal Temporary Assistance to Needy Families Program. Torres Martinez Tribal TANF Program (TMTTANF) provides assistance to Native American families with children. TMTTANF offers a 5 year program with a foundation in educational incentives and work opportunities, supported by temporary financial assistance, leading to self-sufficiency; there is a special focus on traditional values and cultural awareness. We serve the Native community with a determination to support, educate and guide our clients along the path to self-sufficiency.
- 2.4.3 The TMTTANF Program spans throughout two (2) counties, Riverside and Los Angeles County, and operates out of six (6) different sites located in: Thermal, San Jacinto, Murrieta, Palmdale, Long Beach, and Monterey Park. The TMTTANF is currently staffed by over three-hundred and fifty (350) employees throughout the region / serviced communities.

2.5 Administration

- 2.5.1 The TANF program is administered by the Torres Martinez Desert Cahuilla Indians with federal funding from Administration of Children and Family (ACF), an agency within the Department of Health and Human Services (DHHS).
- 2.5.2 The TANF program is required to comply with federal regulations such as the OMB Circulars, Single Audit Act, Privacy Protection Law and Federal Acquisitions Regulations, and Code of Federal Regulations.
- 2.5.3 The TANF program also must abide by the operating tribal laws of the Torres Martinez Desert Cahuilla Indians.
- 2.5.4 Institutional – The TANF program operates multiple locations throughout Riverside and Los Angeles County with a staff size of 25 – 45 employees. The main headquarters is located in Thermal, California on the Torres Martinez Desert Cahuilla Reservation.

2.6 *Public Notice and Contractor Invitation*

2.6.1 Reference (public notice) to this RFP shall be posted on the following websites:

2.6.1.1 www.torresmartinez.org RFP available at this site.

2.6.1.2 www.latimes.com

2.6.1.3 www.pe.com

2.6.1.4 www.desertsun.com

2.7 *Last Date for Questions or Requests*

2.7.1 The last day to submit a question or request in regards to this RFP is **APRIL 13TH, 2020** no later than **12:00 PM**. Any questions or requests asked after this date and time will not be addressed.

2.7.2 Bidders are required to submit all questions or request in writing.

2.7.2.1 Questions shall be responded to within three working days.

2.7.3 Oral responses by the Tribe or its representatives are to be considered tentative. Official Tribal response, in writing, will be supplied to Bidder.

2.7.3.1 All questions and responses will be made public to all bidders.

2.7.3.2 The source of the question (Bidder) will be excluded.

2.8 *RFP Contact Information*

2.8.1 Restrictions on Communications

2.8.1.1 From the issue date of the RFP until a contractor is selected and the award is announced, Proposers are not allowed to communicate **for any reason** with any Torres Martinez staff or Tribal member except: 1) through the RFP Administrator named herein or the Procurement Director, 2) at the Pre-Proposal Conference, if applicable, or 3) as provide by existing work agreement(s). The Tribe reserves the right to reject the submittal of any proposal violating this provision.

RFP Administrator: Mary Nichols, Contracts Coordinator

Email: mnichols@tmdci-nsn.gov

Telephone: (760) 541-5224

Mail: TMDCI - Procurement Department
P.O. Box 1160, Thermal, CA 92274

Attn: Mary Nichols – RFP # 10292 Rev. II

2.9 *RFP Amendment:*

2.9.1 The Tribe reserves the right to allow an amendment to the contract. However, this contract may be amended only upon written agreement between TMTANF and Contractor, however, any amendment of the contract that conflicts with the agreements of the TMTANF Program shall be void ab initio.

3 Scope of Work

3.1 The Human Resources Department on behalf of Torres Martinez Desert Cahuilla Indians is seeking to name a Broker of Record for Torres Martinez employee insurance benefits and is looking for continuity of services in the rapidly changing area of employee benefits. Torres Martinez is particularly interested in a broker who can offer creative, innovative approaches, with a proven track record, that allows Torres Martinez to maintain quality programs and contain or reduce costs. The selected broker will perform a full range of benefit program services related to the acquisition, implementation, maintenance, communication and improvement of Torres Martinez employee insurance benefits.

3.2 The selected broker shall provide services, including, but not limited to, the following:

3.2.1 Analysis and Reporting

- 3.2.1.1** Analyze existing coverage and identify or develop cost-saving alternative benefit strategies and plans.
- 3.2.1.2** Assist in the development of long range goals and strategies, including making projections of potential savings.
- 3.2.1.3** Provide analysis and recommendations based on utilization and performance reports, statistical and/or financial reports, and plan specific data.
- 3.2.1.4** Assist Torres Martinez in monitoring and analyzing experience trends and providing timely alerts on changing patterns and appropriate recommendations.
- 3.2.1.5** Provide, maintain and update comparison reports of other public and private companies' benefit plan offerings and costs to determine their competitiveness with Torres Martinez's programs.
- 3.2.1.6** Provide a cost benefit analysis to Torres Martinez for outsourcing COBRA administration.
- 3.2.1.7** Provide financial and/or performance reviews of self-funded and fully insured plans and programs.
- 3.2.1.8** Be available to provide various types of reports as needed, such as cost analysis for benefit changes, and other statistical, financial, forecasting, trend, labor negotiations or experience reports.
- 3.2.1.9** Prepare and present reports on trends, new products and audits, as requested.
- 3.2.1.10** Regularly monitor and evaluate performance measures and guarantees for providers.
- 3.2.1.11** Maintain full and accurate records with respect to all matters and services provided on behalf of Torres Martinez benefit plans and programs.
- 3.2.1.12** Provide Torres Martinez staff or officials all spreadsheets, assumptions and calculations upon completion of any project performed on behalf of Torres Martinez's benefit plans and programs.

3.2.2 Liaison and Problem Intervention

- 3.2.2.1** Act as liaison between Torres Martinez and insurance providers.
- 3.2.2.2** Provide day-to-day consultation on plan interpretation and problem resolution, including, but not limited to, explanation of plans, assisting employees/retirees with selecting plans that meet their needs and geographic location, and transitioning retirees from early retiree plans to Medicare-coordinated plans.

- 3.2.2.3 Provide timely customer service and assistance to staff, employees and retirees with issues involving provider billing, claims, vendor service issues/problems, advocacy for services, disputes, interpretation of contracts and services, changes and general troubleshooting.
- 3.2.2.4 Attendance as needed at meetings with Torres Martinez staff, employees and/or retirees to facilitate and assist in the management of the Torres Martinez employee benefit plans.
- 3.2.2.5 Act as an advocate or ombudsman in appeal, arbitration or court process between Torres Martinez and the providers on unresolved issues if needed; provide advice when needed to enforce Torres Martinez, employee, retiree or their dependents' rights.
- 3.2.2.6 Assist Torres Martinez in proactive mitigation of negative impacts or disruption of services to employees and retirees from benefit and/or provider network changes.

3.2.3 Compliance

- 3.2.3.1 Assist with ongoing plan administration and ensure that programs are in compliance with State and Federal legislation.
- 3.2.3.2 Provide on-site training to Torres Martinez staff, as needed, regarding regulatory updates and/or Best Practice seminars for the effective administration of benefits plan.
- 3.2.3.3 Review and disseminate information to staff on new or revised State and Federal legislation that impacts benefits programs.
- 3.2.3.4 Assist Torres Martinez staff with annual audit to ensure compliance with all mandated reporting and posting/notice requirements for benefit plans.
- 3.2.3.5 Develop and/or assist in developing communication materials and tools for conducting dependent verification audits.

3.2.4 Annual Renewal Process and Evaluation

- 3.2.4.1 Establish a strategy for benefits, both annually and three to five years in the future. Consider trends, union negotiations, prospective legislations, new delivery systems and geographic health-care practices to make long-term projections.
- 3.2.4.2 Review and make cost-saving recommendations regarding the modification of plan design, benefit levels, premiums, communications and quality of current employee and retiree benefit plans.
- 3.2.4.3 Recommend appropriate premium rates and reserves to maintain the viability of the plans to ensure that quality and cost-effective benefits are provided by the plans.
- 3.2.4.4 Annual estimates of renewal rates and cost trends and assist Torres Martinez staff in preparation of budget figures.
- 3.2.4.5 Conduct thorough and applicable market research in preparation for contract renewals.
- 3.2.4.6 Representation in all negotiations with providers on various topics, including, but not limited to, premiums, benefit levels and plan design, performance measures and guarantees, contractual terms and conditions, and quality assurance standards.

- 3.2.4.7 Make recommendations for items of negotiation with providers, including, but not limited to, benefit levels and plan design, premiums, quality of service, performance measures and guarantees, and return on investment, where applicable.
 - 3.2.4.8 Prepare specifications and compile data, obtain quotes and proposals, negotiate rates and analyze and compare proposals.
 - 3.2.4.9 Review rate proposals to ensure underlying assumptions are appropriate and accurate to Torres Martinez.
 - 3.2.4.10 Provide communication development and support for the annual open enrollment period, new benefit offerings and/or changes to the existing benefits offerings.
 - 3.2.4.11 Attendance at, and assistance with, coordination of the annual Benefits Fair and Open Enrollment meetings.
- 3.2.5 Other Service Requirements**
- 3.2.5.1 Assist in the development, implementation and the cost of an employee wellness program to improve employee health and reduce employee health-care costs, both in the short-term and in the long-term.
 - 3.2.5.2 Assist in the development, purchasing or maintaining web site technologies to support on-line enrollments, changes and employee education to reduce the related administrative demands on Torres Martinez staff.
 - 3.2.5.3 Assist in the development, purchasing or maintaining web site technologies to support COBRA administration to reduce the related administrative demands on Torres Martinez staff.
 - 3.2.5.4 Recommend and help develop enhancements and improvements for communications specific to the needs of Torres Martinez employees including, but not limited to, brochures, pamphlets, matrices, comparison charts, summaries, electronic communications, forms, employee handbooks and employee orientation.
 - 3.2.5.5 Provide timely research and responses to technical questions posed by Torres Martinez.
 - 3.2.5.6 Recommend and help develop enhancements and improvements for communications specific to the needs of Torres Martinez employees including, but not limited to, brochures, pamphlets, matrices, comparison charts, summaries, electronic communications, forms, employee handbooks and employee orientation.
 - 3.2.5.7 Provide timely research and responses to technical questions posed by Torres Martinez staff.
 - 3.2.5.8 Provide regular and timely communications needed for the effective administration of benefit plans.
 - 3.2.5.9 Provide guidance and recommendations on items such as, but not limited to, trends in benefits plans, methods for improving cost containment, financial arrangements and administration.
 - 3.2.5.10 Assist with the presentation content for labor and management benefit meetings with Torres Martinez Tribal Council and/or General Membership.
 - 3.2.5.11 Provide access to published benefit-related survey information.
 - 3.2.5.12 Develop additional benefits communications specific to the needs of Torres Martinez employees.

- 3.2.5.13 Attendance at, and assistance with, meetings with the Tribal Council, Torres Martinez General membership and Torres Martinez staff and labor groups.
- 3.2.5.14 Recommend that Torres Martinez staff attend particular broker-sponsored seminars, benefit events and educational forums that would be beneficial to Torres Martinez.
- 3.2.5.15 Develop and/or assist in developing and evaluating employee needs and satisfaction surveys.
- 3.2.5.16 Work collaboratively with other consultants and Torres Martinez staff.
- 3.2.5.17 Manage plan transitions as necessary.
- 3.2.5.18 Review and evaluate current administrative processes related to enrollment and billing
- 3.2.5.19 Recommend and assist with implementation of administrative process enhancements.

3.3 Torres Martinez Current Benefit Program and Enrollments

- 3.3.1 Overall Employee Count: 392
- 3.3.2 Regular Full-time employees who work 32 hours or more
- 3.3.3 Next Renewal date for all plans: 8/1/2020

Plan	# of enrolled
Anthem Medical Blue Shield PPO	230
Anthem Medical Blue Shield HMO	130
MetLife Dental PPO	269
MetLife Dental HMO	112
Anthem Blue View Vision	373
Anthem Basic Life and AD&D	371
Anthem Employee Assistance (5 face to face) per issue, per year	355
Anthem Voluntary Life and AD&D	Pending
UNUM Voluntary Coverage	Pending

3.4 Employee Service Area Per Census

Aguanga	CA	92536
Anza	CA	92539
Arcadia	CA	91006
Arleta	CA	91331
Baldwin Park	CA	91706
Banning	CA	92220
Beaumont	CA	92223
Bell Gardens	CA	90201
Bermuda Dunes	CA	92203
Buena Park	CA	90620
Cabazon	CA	92230
Carson	CA	90746
Cathedral City	CA	92234
Cherry Valley	CA	92223

Coachella	CA	92236
Commerce	CA	90040
Compton	CA	90221
Compton	CA	90220
Corona	CA	92879
Covina	CA	91724
Covina	CA	91723
Cypress	CA	90630
Desert Hot Springs	CA	92240
Downey	CA	90241
El Monte	CA	91732
Fallbrook	CA	92028
Fontana	CA	92336
Glendora	CA	91740
Hacienda Heights	CA	91745
Hawthorne	CA	90250
Hemet	CA	92543
Hemet	CA	92544
Hemet	CA	92545
Homeland	CA	92548
Indio	CA	92201
Indio	CA	92203
Inglewood	CA	90304
La Habra	CA	90631
La Puente	CA	91746
La Puente	CA	91744
La Quinta	CA	92253
Lake Elsinore	CA	92530
Lancaster	CA	93536
Lancaster	CA	93535
Lancaster	CA	93534
Littlerock	CA	93543
Long Beach	CA	90814
Long Beach	CA	90804
Long Beach	CA	90805
Long Beach	CA	90813
Long Beach	CA	90810
Long Beach	CA	90802
Long Beach	CA	90815
Los Angeles	CA	90031
Los Angeles	CA	90006
Los Angeles	CA	90034
Los Angeles	CA	90063

Los Angeles	CA	90005
Los Angeles	CA	90059
Los Angeles	CA	90042
Los Angeles	CA	90023
Los Angeles	CA	90026
Los Angeles	CA	90065
Los Angeles	CA	90032
Los Angeles	CA	90022
Los Angeles	CA	90002
Los Angeles	CA	90016
Los Angeles	CA	90003
Mecca	CA	92254
Mission Hills	CA	91345
Montebello	CA	90640
Moreno Valley	CA	92557
Mountain Center	CA	92561
Murrieta	CA	92562
Norwalk	CA	90650
Pacoima	CA	91331
Palm Desert	CA	92260
Palm Desert	CA	92211
Palm Springs	CA	92262
Palmdale	CA	93551
Palmdale	CA	93550
Palmdale	CA	93350
Pomona	CA	91767
Paramount	CA	90723
Perris	CA	92571
Pico Rivera	CA	90660
Pomona	CA	91767
Quail Valley	CA	92587-9701
Quartz Hill	CA	93536
Rancho Cucamonga	CA	91701
Rialto	CA	92376
Riverside	CA	92503
Riverside	CA	92509
Riverside	CA	92508
Riverside	CA	92506
Rosemead	CA	91770
San Fernando	CA	91340
San Jacinto	CA	92582
San Jacinto	CA	92581
San Jacinto	CA	92583

San Jacinto	CA	91762
San Pedro	CA	90731
Santa Ana	CA	92706
South Gate	CA	90280
Sun City	CA	92586
Temecula	CA	92592
Temecula	CA	92591
Temple City	CA	91780
Thermal	CA	92274
Thermal	CA	92275
Thousand Palms	CA	92276
Van Nuys	CA	91405
West Covina	CA	91790
West Hills	CA	91304
Whitewater	CA	92282
Whitter	CA	90601
Winnetka	CA	91306
Yucaipa	CA	92399

3.5 Insurance Requirements

3.5.1 The following are the insurance requirements which will be included in the contract executed based on this RFP.

3.5.1.1 Proposer shall maintain workers compensation insurance, comprehensive public liability insurance of not less than \$1,000,000 for any one occurrence and comprehensive automobile insurance, errors and omissions or professional liability insurance, and any other coverage as necessary to indemnify the Tribe from the action of the Consultant or any of their sub-Contractors or associates.

3.6 Commitment and Extension of Work

3.6.1 An agreement for a period of two (2) years is anticipated.

3.6.2 TMDCI may extend any agreement awarded at its sole discretion for no more than two additional periods of one year.

3.6.2.1 A new BPO will be issued for each additional year extended.

3.6.2.1.1 Extension Request – All extension requests beyond completion date must be submitted in writing thirty (30) days prior to deadline to the RFP Administrator, Director of Procurement, and Tribal Chairperson.

3.7 Materials and Deliverables

3.7.1 All materials required to complete this RFP shall be the responsibility of the contractor.

3.8 Proposal Format

- 3.8.1** In order to facilitate the evaluation of proposal and allow the best comparisons each proposal must include the following information presented in the order and format shown below: (All components and information are required)
- 3.8.1.1** Title Page: Please state Invitation for Bids/Request for Proposal (IFB/RFP subject and IFB/RFP number) in your proposal. Please state your name and/or the business name including address, telephone number, fax number, email address, name of contact person and name of person with authority to sign Agreements. Please place the date on your proposal. TMDCI will not be responsible for any change in this information unless notification in writing is received.
 - 3.8.1.2** Cover Letter: Please provide a one or two page letter stating your understanding of the work to be done and making a positive commitment to perform the work within the time period required. A principle or officer of the firm authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.
 - 3.8.1.3** Table of Contents: If proposal contains more than ten (10) pages please provide a clear identification of sections and documents in the proposal listed by page number.
 - 3.8.1.4** Profile: Please include if applicable, number of partners, managers, supervisors, seniors, and other staff. If applicable, identify all subcontractors necessary to conduct the project. Describe the range of activities performed by you or your business/firm, including capability to fulfill the specifics of the project (i.e. Staff, equipment, workload etc.) Upon request, provide financial information which may include financial statements, audits and other information sufficient for TMDCI to determine the stability of your business.
 - 3.8.1.5** Approach: Please provide a clear description of the approach and method to be used for implementing the statement of work.
 - 3.8.1.5.1** Organization and Management: Please state tasks and work to be performed and identify the person or the project team that will complete the tasks and work identified. Subcontractors must be included if any will be used on the project and tasks or work to be performed by the subcontractors must be stated.
 - 3.8.1.6** Qualifications and Experience: Include a list of personnel to be used on this project and the qualifications of each person. For yourself and key personnel please provide: resume, including education, background, accomplishment and other pertinent information. If there are no key personnel, employees, or sub-contractors then please just state information requested about yourself and your business. Please include a list of successful awards you have attained as well as a list of funding agencies you have worked with.
 - 3.8.1.7** Specialized or specific Qualifications and Experience: State professional and company experience which is relevant to the proposed project; i.e. experience working with TMDCI or other Government agencies and especially with other American Indian Tribal Governments or Tribal Organizations.
 - 3.8.1.8** An employer ID or SSN must be provided for purposes of vendor clearance on the Excluded Parties List System. W-9 – Form may be downloaded and printed from the IRS web site: www.irs.gov.

- 3.8.1.9 Native American Enterprises Qualification Statement must be submitted with bid if claiming native preference.
<http://www.torresmartinez.org/Departments/Procurement/RFPListing/tabid/107/Default.aspx>

3.8.2 Cost Proposal

- 3.8.2.1 Cost proposal **must** include the grand total amount for all services as outlined in the Scope of Work. This rate must be all-inclusive of any/all related fees, including but not limited to: travel fees, mileage, training costs, registration fees, lodging fees. Please provide as much detail as you believe will assist in evaluation of your proposal. A detailed itemized cost statement must be submitted.
- 3.8.2.1.1 Proposals that do not include a total amount for all services as outlined in the Scope of Work will be rejected.
- 3.8.2.2 TMDCI will not be liable for any costs incurred by the Proposer in the preparation and presentation of proposals submitted in response to this RFP.

3.9 Independent Contractor

- 3.9.1 Contractor is an independent contractor and is not an employee, partner, or co-venture of, or in any other service relationship with, the Tribe. The manner in which Contractor's services are rendered shall be within Contractor's sole control and discretion. Contractor is not authorized to speak for, represent, or obligate the Tribe in any manner without the prior express written authorization from the Tribal Chairperson.
- 3.9.2 Contractor shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement, and shall be responsible for all payroll taxes and fringe benefits of Contractor's employees. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by the Tribe on behalf of Contractor or its employees. Contractor understands that it is responsible to pay, according to law, Contractor's taxes and Contractor shall, when requested by the Tribe, properly document to the Tribe that any and all federal and state taxes have been paid.
- 3.9.3 Contractor and Contractor's employees will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan, of the Tribe. No workers' compensation insurance shall be obtained by Tribe covering Contractor or Contractor's employees.

4 Confidential Information

4.1 Obligation of Confidentiality

- 4.1.1 In performing consulting services under this Agreement, Contractor may be exposed to and will be required to use certain "Confidential Information" (as hereinafter defined) of the Tribe. Contractor agrees that Contractor and Contractor's employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for the benefit of any person, entity or organization other than the Tribe, or disclose such Confidential Information, except to the extent necessary to perform the services, without the written authorization Tribal Chairperson of the Tribe, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information.

4.2 Definition of “Confidential Information”

- 4.2.1** “Confidential Information” shall include information not generally known, and proprietary to the Tribe or to a third party for whom the Tribe is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Tribe, any vendor names, customer and supplier lists, databases, management systems and sales and marketing plans of the Tribe, any confidential secret development or research work of the Tribe, or any other confidential information or proprietary aspects of the business of the Tribe. All information which Contractor acquires or becomes acquainted with during the period of this Agreement, whether developed by Contractor or by others, which Contractor has a reasonable basis to believe to be Confidential Information, or which is treated by the Tribe as being Confidential Information, shall be presumed to be Confidential Information.

4.3 Property of the Tribe

- 4.3.1** Contractor agrees that all plans, manuals and specific materials developed by the Contractor on behalf of the Tribe in connection with services rendered under this Agreement, are and shall remain the exclusive property of the Tribe. Promptly upon the expiration or termination of this Agreement, or upon the request of the Tribe, Contractor shall return to the Tribe all documents and tangible items, including samples, provided to Contractor or created by Contractor for use in connection with services to be rendered hereunder, including without limitation all Confidential Information, together with all copies and abstracts thereof.

5 Method of Payment

5.1 Purchase Order Issuance

- 5.1.1** Upon award of this RFP, Contractor shall be issued a Blanket Purchase Order Number (BPO) for the purpose of billing in regards to this RFP.

5.2 Payment

5.2.1 Payment and Submission of Invoices

- 5.2.1.1** Payment for work performed under this Agreement will not exceed the agreed upon amount, unless additional payments are agreed upon in advance and in writing, signed by both parties.
- 5.2.1.2** Expenditures under agreements awarded pursuant to the RFP must be invoiced and supported by documentation.
- 5.2.1.3** Payments will be made to the contractor based on progress achieved. The contractor must submit each invoice in sufficient detail to document the project’s progress.
- 5.2.1.4** No advance payments will be made to the Service Provider, who must have the capacity to meet all project expenses in advance of payments by TMDCI.

- 5.2.1.5 Invoices may not be accepted on more frequent intervals than once per month. Invoices requesting payment will be prepared and submitted and contain the following information: Agreement number, description of services, time spent on each task and total cost for services.
- 5.2.1.6 Invoices are to be reviewed and approved by the Human Resources Director.
- 5.2.1.7 Contractor shall be paid within 30 days (Net 30) of Tribe's receipt of invoice.

5.2.2 Remit to Address:

TMDCI – Finance Department
P.O. Box 1069, Thermal, CA 92274
Attn: Accounts Payables (CA # / PO #)

5.2.3 Invoice Format:

- 5.2.3.1 Project name: Copier/Printer/Scanner/Fax Equipment & Maintenance
- 5.2.3.2 Purchase Order number: [To be issued upon award of RFP # 10292 Rev. II]
- 5.2.3.3 RFP and Contract number must be on invoice.

5.3 Delivery of Proposal

5.3.1 Proposals are to be sent to:

- 5.3.1.1 **By Mail or Hand Delivery** – Seven sealed, hard copies of the Proposal may be mailed or hand delivered to the Procurement Department:

US Mail: Mary Nichols, Contract Coordinator
TMDCI – Procurement Department
P.O. Box 1160
Thermal, CA 92274
RFP 10292 Rev. II – Independent Insurance Broker

Express Mail/
Hand Delivery: Mary Nichols, Contract Coordinator
TMDCI – Procurement Department
66-725 Martinez Road
Thermal, CA 92274
RFP 10292 Rev. II – Independent Insurance Broker

Any submission received after the due date and time will not be evaluated.

6 Evaluation Procedures

6.1 Evaluation Criteria

- 6.1.1 **Evaluation Team** – The evaluation team shall be composed of representatives from the Human Resources Department, Tribal Council, Finance Department, and Procurement Department. The evaluation team shall be charged to review the proposals and select a vendor for this RFP.
 - 6.1.1.1 Evaluations will be based on overall services, qualifications and cost presented in the proposal.

6.1.1.2 An interview/presentation may be conducted with a person or business submitting a proposal selected as finalist to offer an opportunity for the person or business submitting a proposal to present the proposal and explain or clarify aspects of the proposal. Unless otherwise agreed, the interview/presentation will be scheduled at the TMDCI Headquarters in Thermal, California.

6.1.2 Award

6.1.2.1 Award will be made to the responsible and responsive bidder(s) whose bid meets the requirements of the RFP and offers the best value to TMTANF. An award will be made on a competitive basis based on a 200 point distribution system.

The 200 Point Award System for this RFP:

Grading Criteria	Points	%
Pricing	50	25%
Qualifications	40	20%
Service and Past Performance	40	20%
Experience working with Native American communities	30	15%
Schedule and ability to meet deadlines and requirements as requested / flexibility	30	15%
Indian Preference (see 6.1.3.3)	10	5%
Total	200	100%

6.1.3 Indian Preference and Employment Training

6.1.3.1 This RFP is open to all qualified Applicants

6.1.3.2 Indian Preference – that contractor is a Tribal organization or an Indian-owned Economic Enterprise with not less than fifty-one percent (51%) Native American ownership.

6.1.3.3 Bids no more than five (5) % higher than the lowest bid or 10 additional points for preference or for statement regarding training and employment of Indians.

6.1.4 TMDCI encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises and small businesses to submit proposals or to participate as partners.

6.1.5 Discussions and Best and Final Offer

6.1.5.1 Acceptance of Proposal – The Tribe may, at its sole discretion, either accept an Applicant’s initial proposal by award of an Agreement for a Contract or enter into discussion with any Applicant(s) whose proposals are deemed to be reasonable and capable of being considered for award. After discussions are concluded, an Applicant may be allowed to submit a “Best and Final Offer” for consideration.

6.1.5.2 If a bid is received from at least one qualified and registered Indian-owned organization or Indian-owned economic enterprise, in which the Native American ownership is at least fifty-one percent (51%), and it is within five (5) % of the bid of the lowest qualified bidder, the Contract will be awarded to the qualified registered Indian-owned organization or the qualified registered Indian-owned economic enterprise. The Agreement or Contract will be awarded to the best-qualified bidder whose proposal does not exceed the amount of funds estimated by

TMTTANF to be available for the project. TMTTANF reserves the right to reject any and all bids. The decision of TMTTANF shall be final and not subject to appeal.

6.1.6 Negotiations

6.1.6.1 Disclaimer – Provisions not addressed by this RFP will be negotiated with the Contractor once an award has been made.

7. Attachments

7.1.1 Remarks on Attachments – The attachments are hereby made a part of this RFP:

7.1.1.1 Attachment - Native American Enterprises Qualification Statement must be submitted with bid if claiming native preference:

7.1.1.1.1 <http://www.torresmartinez.org/Departments/Procurement/RFPListing/tabid/107/Default.aspx>