



CHUKCHANSI GOLD RESORT & CASINO

REQUEST FOR PROPOSAL (RFP)

Consulting and Insurance Broker Services for Tribal Nation Flower Co.

Coarsegold, California 93614
Phone: 559-801-6484 |

RFP ID: 2024-003
Prepared By: Pete Garza

Introduction

Tribal Nation Flower Co. is a Native American Cannabis Store owned located just off of Highway 41 in Coarsegold, California, between Fresno and Yosemite National Park. It is owned and operated by the Picayune Rancheria of Chukchansi Indians.

A. Background

Tribal Nation Flower Co. is owned and operated by the Picayune Rancheria of Chukchansi Indians (hereafter "Wellness, Inc.") is requesting proposals from a qualified firm to act as the CGRC's advisor, consultant and professional insurance broker. The Wellness, Inc. seeks to obtain proposals from professional insurance brokerage services (hereafter "Broker") to assist in such regard with respect to the types of coverage listed below:

a. Workers Comp	Expires 12-08-2024
b. General Liability	Expires 12-28-2024
c. Product Liability	Expires 12-28-2024
d. Property	Expires 12-28-2024

B. Scope of Services

- A. Assigned Personnel:** The Broker shall designate a principal to be assigned to this account to act as the primary contact for the Wellness, Inc. The Wellness, Inc. must approve the principal and any other personnel assigned to perform services for the Wellness, Inc. (hereafter collectively referred to as “assigned personnel”). If for any reason the Wellness, Inc. finds, in its sole discretion, that the service provided by any assigned personnel is unsatisfactory, the broker will agree to assign replacement personnel that must be approved by Wellness, Inc. Personnel assigned to the account must have a minimum of (5) five years full time experience as a broker and a minimum of (5) five years full time experience with tribal entities insured and self-insured insurance program management is preferred.

PROGRAM ADMINISTRATION: Program administration shall include, but not be limited to the following:

1. Act as an independent insurance advisor to Wellness Inc. and proactively provide ongoing unbiased professional advice and recommendations that benefits Wellness, Inc.
2. Proactively provides ongoing review and analysis of the Wellness, Inc. insurance programs and identification of risk transfer and risk financing options.
3. Be familiar with the major exposures of the Wellness, Inc.
4. Be familiar with the coverage provided by all relevant insurance policies and documents issued to the Wellness, Inc.
5. Assure that insurance policies are placed in a timely manner, without lapse in coverage periods, with reputable and financially responsible insurers.
6. Provide service for the insurance policies placed for the Wellness, Inc. including processing all changes, endorsements and verifying the accuracy of invoices within a reasonable time, prior to the due date of each invoice.
7. Provide early notice of rate and coverage changes or renewal problems through a process to be mutually agreed upon with the Wellness, Inc.
8. Assure all policies purchased are reviewed by Broker and policies are provided to the Wellness, Inc. before renewal date or within 30 days of receipt.
9. Provide loss runs annually and provide a loss analysis when requested for each policy written 45 days prior to renewal.
10. Upon request of the Wellness, Inc., but at least once a year, provide a comprehensive report that reviews all of the Wellness, Inc. insurance programs.

11. Through a mutually agreed upon process, monitor the Wellness, Inc. operations and loss exposures and make any appropriate recommendations for coverage changes or new coverage.
12. Be available to answer questions or obtain answers from underwriters for policy coverage questions.
13. Meet with Wellness, Inc. staff and designated representatives as reasonably requested.
14. Provide consultation service and written reports as normally expected of a professional broker to a client.
15. Provide loss control services and assistance with claims as requested by the Wellness, Inc.
16. Assist in analyzing loss exposures from existing and new operations and determine the appropriate risk management alternatives, including types, availability, costs and extent of coverage that should be considered.

Brokerage and consulting services must be provided for annual policy renewals and on an as needed basis. The selected broker must provide a thorough renewal presentation each year at least forty-five (45) days before current policy expiration date with policy recommendations to include an analysis of available alternatives in consideration of Wellness, Inc. exposures. Brokerage services must also include market research, policy endorsements, certificates of insurance, and coverage consultation on claims filed against the Wellness, Inc. The Broker will also advise on a continuing basis, and in a timely manner, of any and all significant matters and developments regarding carrier service issues.

B. Authorization Broker shall be authorized to represent and assist the Wellness, Inc. in all discussions and transactions with insurers relating to the lines of insurance listed in Section I when acting as the Wellness, Inc. Insurance Broker, provided that Broker shall not bind any insurance on behalf of the Wellness, Inc. unless so authorized by the Wellness, Inc. in writing. Notwithstanding the foregoing, at all times during the performance of this Agreement Broker shall be an independent contractor and shall not be an employee of the Wellness, Inc.

C. Compensation

1. The selected Broker shall provide a quote for providing the services to the Wellness, Inc.
2. If there is a significant change in the Wellness, Inc. operations or exposures that affects the nature and scope of its insurance program and/or service needs, Broker and the Wellness, Inc. both agree to renegotiate the Broker's compensation in good faith as appropriate.

D. Term

The contract term is for one (1) year.

E. Notice of Loss

All policies shall be endorsed to state the following: **“For the purpose of notice of loss, claim, or suit to the insurance company, the Wellness, Inc. will not be deemed to have knowledge of a loss, claim or suit until the Risk Manager has received written notice of the occurrence.”**

F. Policy Amendments

Process requests for additions or deletions to policies within ten (10) business days of receipt. Provide follow up with insurer that the insurer has handled the request. Advise in writing of any changes to insurance policy (is) within 14 days.

G. Policy Review

Review policies and other documents in detail within 14 days of receipt of the documents. Check the wording and accuracy of each policy, binder, certificate, endorsement or other documents received from insurers. Ensure that the intended coverage is provided, all coverage, terms, conditions and other wording is complete and accurate, and in compliance with financial arrangements and administrative procedures acceptable to the Wellness, Inc. Obtain revisions needed to achieve compliance with coverage request.

H. Marketing

1. Monitor expiration dates of policies and provide the Wellness, Inc. with written notification at least 180 days prior to expiration, including a description of information needed to process the renewal including updated applications.
2. Develop and implement a marketing strategy, including identifying potential markets, for program renewals at least 180 days before policy expiration.
3. Develop underwriting information and assist in gathering and organizing exposure and loss data for renewals of policies placed.
4. Work with carriers to design policies and programs most advantageous to the Wellness, Inc. for coverage of exposures, policy form, exclusions, deductibles, self-insured retentions, coordination with other policies, costs and other pertinent factors.

5. Market renewal coverage for the Wellness, Inc. by obtaining timely and competitive quotations from available and responsible insurers & re-insurers.
6. Provide quotations to the Wellness, Inc. at a minimum of 45 days prior to insurance policy expiration unless otherwise approved by the Wellness, Inc.
7. Provide the Wellness, Inc. with copies of nonrenewal notices, declination letters and all premium quotations received with a summary of coverage explaining deficiencies or benefits of the quote compared to the recommended insurance program.
8. Provide quotations for specialized types of insurance, as requested by the Wellness, Inc.

I. Claims

1. Assist the Wellness, Inc. staff, as necessary, with filing claims.
2. Work with outside claims adjusters as necessary.
3. Represent the interests of the Wellness, Inc. insurance policy interpretation and other negotiations with insurance carriers.
4. Assist the Wellness, Inc. with review of claims reserves, and represent the Wellness, Inc. to the insurer with regard to requested explanation of reduction of reserve amounts. Follow-up with insurer as necessary until resolution of any reserve reduction requests are accomplished or until claim is closed.
5. Provide annual summaries by policy year for each of the last five years indicating total number of losses by type for each line of coverage and showing earned premium, incurred losses and loss ratio.

J. Contract Review

Review contracts and lease agreements as requested and notify the Wellness, Inc. whether the insurance programs of the Wellness, Inc. are in compliance with insurance requirements of contracts and/or agreement.

K. Legal Compliance

Comply with all state and federal laws and regulations pertaining to insurance brokers licensed in the state of California.

L. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Picayune Rancheria of the Chukchansi Indians, the State-Tribal Compact, Federal laws and the laws of the State of California, in that order and without regard to its conflicts of law provisions.

M. Miscellaneous

This Agreement, contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all written or oral prior agreements, understandings and negotiations with respect to such matters. This Agreement may be modified or otherwise amended and the observance of any term of this Agreement may be waived, only if such modification, amendment or waivers is in writing and signed by the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors. Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including, without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures or attacks on its server.

N. Qualifications of Companies/Underwriters

Any insurance carrier or underwriter proposed by the Insurance Proposer is an admitted company or underwriter, A Best's Insurance Policyholder's Rating of "A" or better and a Financial Size Category Rating of "VIII" (eight) or higher is preferred.

C. BROKER SPECIFICATIONS

A. Cover Letter

Each proposal will have a cover letter on the letterhead of the organization submitting the proposal. The cover letter must briefly summarize the broker's ability to provide the services specified in the RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with the Wellness, Inc.

B. Company Overview

1. Provide the legal name and address of the broker and state of incorporation submitting the proposal. Also identify all subcontractors or joint venture partners.

2. Provide an overview and history of your company. How long has the broker been providing services to tribal enterprises? Describe the organization and ownership. Include an organizational chart.
3. Describe your total organization, including any parent companies, subsidiaries, affiliates, and other related entities.
4. Describe the ownership structure of your organization, including any significant or controlling equity holders.
5. Describe any organizational changes such as divestitures, acquisitions, or spin-offs involving your insurance broker services business segments that have occurred in the last two (2) years or are anticipated in the future.

C. Tribal Gaming Expertise

1. Describe your firm's background, experience and exposure to companies/organizations similar to the Wellness, Inc.
2. Please describe your company's capabilities in tribal gaming and the role of industry specialization in your client service model.

D. Service

1. Describe your client engagement platform.
2. Describe your organization's customer service philosophy and describe how it is communicated and reinforced throughout the organization.
3. Describe your proposed transition procedure (i.e., steps to be taken, data required, timing) assuming you are selected and awarded a Broker of Record (BOR). Are there any separate charges associated with the transition?

E. Market Approach and Capabilities

1. Describe your firm's access to the commercial insurance marketplace. What markets would you likely approach for an organization such as the CGRC? Describe how you develop a "Marketing Plan" for a typical client.
2. What do you consider to be unique about how your brokerage approaches the negotiation process with insurance carriers?
3. What specialized strategies/procedures do you employ to ensure your clients receive the broadest possible coverage at the best possible cost?

4. Explain the process your company employs during the renewal cycle.

F. Proposed Team

1. Describe your organization's continuous improvement program and how your current customers benefit from your service improvements.
2. Describe the key individuals, along with their qualifications, professional certifications and experience that would comprise your organization's team for providing services to the Wellness, Inc.

G. References

Provide an organization name, address, contact name, and contact telephone number for three (3) customers of comparable size and scope of services that your company has been under contract with to provide consulting and insurance broker services for during the past five (5) years.

H. Compensation

1. Describe how you plan to be compensated (fees or commissions)? If you plan to be paid on a fee, how will the fee be determined? If paid by commission, how is the commission calculated?
2. Provide an estimate of the total compensation your organization will require to provide the services set forth in the RFP.

D. Selection Process

The Wellness, Inc. will not use a point system to evaluate proposals. Selections will be made based upon the Wellness, Inc. assessment of the quality of the proposal and the consultants experience in conducting similar projects. The Wellness, Inc. reserves the right to reject all proposals and to reopen the RFP process.

G. Limiting Conditions

The Wellness, Inc. is owned and operated by a tribal sovereign government, and any and all contracts entered into as a result of this RFP shall comply with Tribal law, rules and regulations, as well as

applicable federal and provincial law, rules and regulations. Broker shall be an independent contractor, not an employee or agent of the Tribe, and any contract shall reflect same. Broker agrees to treat all information received from the Wellness, Inc. as confidential. Consultant shall use such information only for the specific purpose for which the Wellness, Inc. furnished it to the Broker. **No waiver of the Wellness, Inc. sovereign immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the Tribe's entry into this Agreement.**

H. Responses

Please include contact names(s), address, phone number, and email. Submission of information does not commit a responding party to submit a proposal to any subsequent solicitation. Commenters are advised that Wellness, Inc. is under no obligation to acknowledge receipt or provide feedback with respect to any comments received under this announcement.

Wellness, Inc. may use responses to structure future solicitations. Responses will not be considered confidential. Wellness, Inc. advises commenters to avoid including any information in their responses that might be considered business sensitive, proprietary, or otherwise confidential. If, however, a commenter chooses to submit business sensitive, proprietary, or otherwise confidential information, it must be clearly and conspicuously marked as such in the response. In addition, (1) the header and footer of every page that contains confidential, proprietary, or privileged information must be marked as follows: "Contains Confidential, Proprietary, or Privileged Information Exempt from Public Disclosure" and (2) every line and paragraph containing proprietary, privileged, or trade secret information must be clearly marked with double brackets or highlighting. Failure to comply with these marking requirements may result in the disclosure of the unmarked information under the Freedom of Information Act or otherwise. The U.S. Federal Government is not liable for the disclosure or use of unmarked information and may use or disclose such information for any purpose. If a comment contains confidential, proprietary, or privileged information, the commenter must include a cover sheet identifying the specific pages containing confidential, proprietary, or privileged information.

The requested information is for preliminary planning purposes only and does not constitute an obligation by Wellness, Inc. to enter into a contractual agreement. Nor does it constitute a commitment, implied or otherwise, that the Wellness, Inc. will issue an RFP in the future. The Wellness, Inc. will not be responsible for any costs incurred by offerors in furnishing this information.

Due Date for Responses and Submission Method: 11/20/2024

Current Policy Expires 12-28-2024 /WC 12/8/24

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