



RAMAH NAVAJO CHAPTER  
P.L. 93-638 OFFICE OF GRANTS & CONTRACTS

## REQUEST FOR STATEMENT OF QUALIFICATIONS

PROPOSAL DUE DATE: November 12, 2021 at 5:00 PM MDST

PROJECT DESCRIPTION: RFSOQ 2021-09 Insurance Brokerage Services

CONTACT PERSON(S): Jennifer D. Pino, Procurement Manager  
Phone Number: (505) 876-9648  
Email Address: jdpino@ramahnavajo.org

DELIVER TO: Ramah Navajo Chapter—PL 93-638 Office of Grants & Contracts  
Attention: Procurement Office  
HC 61, Box #13  
Via 422 BIA Rt. 125  
Ramah, New Mexico 87321

MAIL TO: Ramah Navajo Chapter—PL 93-638 Office of Grants & Contracts  
Attention: Procurement Office  
HC 61, Box #13  
Ramah, New Mexico 87321

RETURN ALL PROPOSALS CLEARLY MARKED:

“RFSOQ 2017-09 INSURANCE BROKERAGE SERVICES”

The Ramah Navajo Chapter—PL 93-638 reserves the right to reject any or all proposals and to waive any informality in the proposals received whenever such rejection or waiver is in the best interest of the Ramah Navajo Chapter—PL 93-638.

TABLE OF CONTENTS

I. INTRODUCTION .....3

II. REQUIREMENTS FOR THIS PROCUREMENT.....5

III. SCOPE OF WORK (DESCRIPTION OF SERVICES DESIRED) .....7

IV. REQUIREMENTS FOR PROPOSALS .....9

V. EVALUATION CRITERIA .....11

VI. CONTRACT DOCUMENTS & PROVISIONS .....13

VII. RNC ‘638 DISCLAIMERS .....13

I. INTRODUCTION

A. BACKGROUND INFORMATION

1. The Ramah Navajo Chapter, a political sub-unit and a sovereign tribal government of the Navajo Nation, is located on the Ramah Navajo Indian Reservation in the northwestern part of the State of New Mexico, Cibola County.
2. The Ramah Navajo Chapter, a part of and recognized by the Navajo Nation Tribal Council, receives its authority to contract community service programs directly with the Bureau of Indian Affairs, US Department of the Interior pursuant to Public Law 93-638 Indian Self-Determination and Educational Assistance Act, as amended.
3. The Ramah Navajo Chapter, PL 93-638 Office of Grants & Contracts (herein RNC '638) administers the following major programs—Law Enforcement, Corrections, Roads Maintenance and Transportation Planning, Natural Resources/Range Management, Real Estate Services, Community Development/Planning, Facilities Management, Tribal Services and general administrative support services. The RNC '638 also subcontracts the community housing program through the Navajo Nation and Navajo Housing Authority through Public Law 104-330 Native American Housing and Self-Determination Act (NAHASDA); and, contracts with the US Department of Transportation-Federal Highway Administration to plan, design and contract road construction projects through the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21), as amended.
4. The RNC '638 continually maintains unmodified (clean) audits and certified financial and managerial systems with annual audits performed by an independent firm according to 2 CFR Part 200 Subpart F-Audit Requirements.

B. RFSOQ PURPOSE AND PROCEDURES

1. The RNC '638 is requesting “Statement of Qualifications” from insurance brokers or producers to provide Property, Casualty and Worker’s Compensation insurance policies that are designed for Sovereign Indian/Tribal organizations.
2. The Federal Tort Claim Act (FTCA) provides limited liability coverage to the RNC '638. The FTCA is extended to the programs directly funded by the Bureau of Indian Affairs via Public Law 93-638 Indian Self-Determination and Educational Assistance Act, as amended. The RNC '638 procure additional insurance policies to protect the organization from any liabilities and property losses not covered by the FTCA.
3. The RNC '638 does not procure Property/Casualty and Worker’s Compensation insurance policies from the Navajo Nation Risk Management Department. The RNC '638 has procured insurance policies from outside/commercial sources for more than fifteen (15) years.

C. SUMMARY OF SCOPE OF WORK

1. Statement of Qualifications will be accepted from qualified, responsible, responsive and licensed Insurance Brokers to represent the RNC '638 and provide Property & Casualty and Worker’s Compensation insurance policies and services, Claims Administration, Risk Management and Loss Control services and related training to the RNC '638. Qualified Insurance Brokers will receive statistical data to formulate a cost proposal consisting of insurance premiums and broker fees for an annual insurance period beginning January 1, 2022 through December 31, 2022.

D. LEAD AGENCY CONTACT

1. Any inquiries or requests regarding the “Procurement” should be submitted in writing to the Lead Agency’s Procurement Manager listed below. Interested Parties may contact ONLY the Procurement Manager regarding the procurement. Inquiries and requests made to other staff will not be responded to. All responses will be in writing and will be distributed to all Interested Parties who receive a copy of this RFSOQ.

Jennifer D. Pino, Procurement Manager  
Ramah Navajo Chapter, Office of Grants & Contracts  
HC 61, Box 13  
Ramah, NM 87321

Telephone: (505) 876-9648  
Email: jdpino@ramahnavajo.org

E. DEFINITION OF TERMS

1. “Project” means the “RFSOQ 2021-09 Insurance Brokerage Services” for which this RFSOQ Package has been prepared and to which this RFSOQ pertains.
2. “RNC ‘638” means the Ramah Navajo Chapter, Office of Grants & Contracts.
3. “Project Manager” means the person with RNC ‘638 that is designated and authorized to administer and manage the Procurement for the Project.
4. “Procurement” means the specific procedures and overall process – as governed by the applicable provisions of the Navajo Nation Procurement Act (12 N.N.C. §301 et seq.) and the Navajo Nation Procurement Regulations (adopted by Resolution No. BFD-192-03, dated December 16, 2003) – of providing this RFSOQ Package to Interested Parties; of receiving, reviewing, evaluating, and ranking all eligible Proposals submitted; and of ultimately selecting an Contractor for a Contract Award for the Project.
5. “RFSOQ Package” means this package for the Project containing all information, terms, conditions, and documents governing this Procurement Project.
6. “Interested Party” means a person, business, firm, company, or Joint-Venture that is interested in providing the Project requirements and seeks to submit a Proposal for the Project, for consideration by the RNC ‘638.
7. “Joint-Venture” means a group of two or more persons, businesses, firms, entities, or companies that has legally established a general partnership under shared control, for purposes of sharing capital, technology, human resources, risks and rewards, usually for a particular project or transaction; members of the Joint-Venture shall be equally exposed to full legal liability; a Joint-Venture is created through the legal procedures of creating a memorandum of understanding, a Joint-Venture agreement, any ancillary agreements, and obtaining approval from a state regulatory agency; a Joint-Venture is treated like a partnership for tax purposes.
8. “Proposal” means a statement, document, résumé, or package listing all qualifications of an Interested Party, including licensing, certification, education, training, experience, prior projects, and other relevant information pertaining to the qualifications necessary to successfully complete the Project; a Proposal also includes a description of the methods and schedule by which the Interested Party plan to provide the desired required services for the Project; when required, a Proposal shall also include a Cost Proposal for the Project.
9. “Cost Proposal” means a statement of the costs, fees or compensation that an Interested Party, if selected for the Contract Award for the Project, shall expect to receive as payment for satisfactory performance under such Contract; at the discretion of the Party submitting a Proposal, a Cost Proposal may be in the form of a single total amount that the Party expects to receive as payment for the entirety of services fully performed under the Contract for the Project.
10. “Contractor” means a person, business, firm, entity, company, or Joint-Venture that performs the requirements of the Project.
11. “Selected Contractor” means the Contractor who is ultimately selected by the RNC ‘638 for a Contract Award for the Project.
12. “Mandatory” means “must” or “shall” and identifies a required condition or event; failure to comply with Mandatory directive shall result in Disqualification of a Proposal or a Party.

13. “Distribution List” means a list of Interested Parties, prepared and maintained by RNC ‘638, who have timely submitted a Proposal for the Project; a Party must be eligible for a Contract Award for the Project in order to be included on the Distribution List.

14. “Selection Committee” means a group of no less than three (3) qualified persons of RNC ‘638 to review, evaluate, and rank all eligible Proposals and Parties, for a Contract Award for the Project.

15. “Determination” means a written decision of the Selection Committee or the Project Manager regarding any aspect of the Procurement for the Project.

16. “Responsible” (as applied to an Interested Party or Contractor) means having an established reputation and track-record of excellent services and performance, proper education, training, licensing, certification, and/or experience, and full qualifications to satisfactorily perform the Contract for the Project.

17. “Responsive” (as applied to a Proposal) means having qualifications that are minimally sufficient or adequate to satisfy the Contract performance requirements for the Project; Responsive does not necessarily mean the Most Qualified, and does not guarantee that a particular Proposal will be selected for a Contract Award.

18. “Most Qualified” means more than minimally sufficient; more than adequate – i.e., the highest/best of all Proposals or Parties being reviewed, evaluated, and ranked.

19. “Disqualified” means that a Proposal is considered Non-Responsive, and/or that a Party is considered Non-Responsible; “Disqualified” means that a Proposal is considered ineligible for consideration for Contract Award, and/or Party is deemed ineligible to receive a Contract Award; all such determinations described in this definition shall be in accordance with SECTION I.I.E - AUTHORITY TO INVESTIGATE.

20. “Contract” means a finalized, duly approved, written agreement between the RNC ‘638 and the Selected Contractor, which agreement sets forth all rights, duties, and responsibilities of the Parties, and governs the performance of the Project.

21. “Contract Award” shall mean a formal award of a Contract by the RNC ‘638 for the Project.

## II. REQUIREMENTS FOR THIS PROCUREMENT

### A. GENERAL

1. RNC ‘638 authority. This RFSOQ Package is issued by RNC ‘638. RNC ‘638 is the only office authorized to make copies of this RFSOQ Package, to distribute this RFSOQ Package, to amend this RFSOQ Package, to cancel/withdraw this RFSOQ, and to release any information, clarification, documents, or materials pertaining to the RFSOQ or the Project.

2. Costs of submission. All costs incurred by Interested Parties in the preparation, reproduction, transmittal, delivery, or presentation of a Proposal, or any other documents or materials submitted in response to this RFSOQ, shall be paid solely by such submitting Parties.

### B. COMPLIANCE STATEMENT

1. The submitted Proposal must include a Mandatory statement indicating acknowledgement and commitment to comply with the following:

- a) Applicable Navajo Nation and Federal laws, regulations, and Executive Orders relating to the enforcement of civil rights, anti-discrimination, equal opportunity, and Navajo or Indian preference;
- b) Applicable requirements of the Americans with Disabilities Act of 1990;

2. All Proposals not including the Mandatory compliance statement shall be Disqualified from consideration for a Contract Award for the Project.

### C. NAVAJO NATION LAWS & REGULATIONS

1. All applicable Navajo Nation laws and regulations, now in force and effect or as hereafter may come into force and effect, shall govern the Procurement for this Project, and shall govern the eligibility of all Interested Parties to be considered or eligible for a Contract Award. Applicable laws and regulations include, but are not limited to, the following:

- a) Navajo Sovereign Immunity Act, as amended (1 N.N.C. §551 et seq.);
- b) Title 2 N.N.C. §222-223 (Contracts);
- c) Navajo Nation Arbitration Act, as amended (7 N.N.C. §§1101 et seq.);
- d) Navajo Nation Procurement Act (12 N.N.C. 301-371);
- e) Navajo Nation Procurement Rules and Regulations (adopted by the Budget & Finance Committee of the Navajo Nation Council via Resolution No. BFD-192-03, dated December 16, 2003);
- f) Navajo Business and Procurement Act (12 N.N.C. §1501 et seq.);

2. The Selected Contractor shall comply with any and all applicable laws, regulations, policies, funding grant provisions, or guidance governing this Procurement, including all applicable Navajo Nation laws and regulations as described in SECTION VII herein, and including the Evaluation Criteria set forth in SECTION VI herein.

D. OWNERSHIP OF DOCUMENTS

1. All documents and materials contained in this RFSOQ are the property of the RNC ‘638. All documents and materials contained in all submitted Proposals shall be the property of the RNC ‘638 and not be returned to the submitting Party unless the RFSOQ is cancelled; all such documents and materials shall be either retained or discarded by RNC ‘638, and if kept, all proprietary information shall be treated as confidential in accordance with the Navajo Nation Privacy Act (2 N.N.C. §81 et seq.).

E. AUTHORITY TO INVESTIGATE

1. The Project Manager and RNC ‘638 employees may make such inquiries and investigations of any persons or entities, as necessary and reasonable, to determine the Responsibility of any Interested Party, including eligibility for a Contract Award under RNC ‘638 or other applicable laws or regulations, and to determine the Responsiveness of any Proposal submitted for the Project. Interested Parties failing to submit any information, documents, or materials requested by the RNC ‘638, in a reasonable timely manner, shall be Disqualified from consideration for a Contract Award for the Project.

F. PRE-PROPOSAL MEETING

1. There will be NO Pre-proposal meeting for this Project.

G. SUBMISSION OF PROPOSALS – DEADLINE

1. All Proposals submitted for consideration must be actually received by the RNC ‘638 Procurement Manager on or before **NOVEMBER 12, 2021 AT 5:00 PM MDST**, without exception. Any Proposal received after this deadline shall be Disqualified. The Procurement Manager shall record the exact time and date each Proposal is actually received, and all Proposals must be submitted to the Procurement Manager at the place identified on the front page of this RFSOQ Package. All submitted Proposals must be sealed and the package/envelope must be clearly labeled “Do Not Open— RFSOQ 2017-09 Insurance Brokerage Services” Proposals submitted by email or fax shall be Disqualified.

2. Late Receipts of Proposals. Late Proposals shall NOT be accepted. It is the responsibility of the Interested Party to ensure the proposal arrives at the RNC ‘638 Procurement Office prior to the due date and time specified.

H. CONFIDENTIALITY

1. The contents of all Proposals and related materials shall be kept confidential until RNC '638 has issued a written notice of a Contract Award. At that time, all Proposals shall be made publicly available, except for information or materials that have been identified by the submitting Party as proprietary or confidential.

I. SUBCONTRACTORS

1. The Selected Contractor shall perform all work that may result from this Procurement and all payments under the Contract shall be directly made only to the Selected Contractor. Use of subcontractors, consultants, suppliers, laborers, or other persons or parties identified in the submitted Proposal is permitted, but use of such persons or parties for the Project shall not exceed more than forty-nine (49%) of the total performance under the Contract. All such other persons or parties must be identified in the Proposal.

J. SELECTION COMMITTEE & EVALUATION

1. A Selection Committee shall be established for this Procurement. The Selection Committee shall perform the review, evaluation, and ranking of all eligible Proposals, and shall determine which Proposals are Responsive and which are Non-Responsive; a Responsive determination by the Selection Committee alone shall not guarantee a Contract Award, rather, the ultimate determination of eligibility for a Contract Award and ultimate selection of a Contractor for a Contract Award shall be in accordance with 12 N.N.C. §346 and other applicable Navajo Nation laws.

K. ETHICS VIOLATIONS

1. The Navajo Nation Ethics in Government Law (2 N.N.C., §3741 et. seq.) imposes penalties for bribes, gratuities and kickbacks relating to any contract award or the Procurement process, and Interested Parties may be subject to such penalties for engaging in prohibited activity.

L. TABLE SUMMARY OF EVENTS & SCHEDULE

1. RNC '638 will make every effort to adhere to following schedule:

ACTIVITY:	DATE:
Issuance of RFSOQ	October 22, 2021
Submission of proposal Deadline	November 12, 2021 at 5:00 PM MDST
Evaluation of Proposals	TBD
Selection and Award	TBD

2. NOTE: These dates/times are only estimated completion times for Procurement activities.

III. SCOPE OF WORK (DESCRIPTION OF SERVICES DESIRED)

A. The RNC ‘638 requests to receive and evaluate “Statement of Qualifications” from Insurance Brokers (herein referred to as the “Insurance Broker”), who are qualified, responsive, responsible and licensed to provide Property & Casualty and Worker’s Compensation insurance policies specifically developed for Sovereign Native American/Indian Tribes or Tribal Organizations.

B. The RNC ‘638 will implement the Two (2) Step Procurement Process to select a qualified Insurance Broker:

1. Step 1—Statement of Qualifications: Evaluate all information provided by Insurance Broker to determine eligibility and qualifications.

2. Step 2—Cost Proposal: Qualified Insurance Broker will receive the following information to formulate the cost proposal for the insurance policies and services:

- a) Operating Budgets for the last three (3) years
- b) Payroll Schedule for the last three (3) years
- c) Current Property List and Values
- d) Current Vehicle List
- e) Loss Runs for the last three (3) years.

C. The RNC ‘638 currently procures the following standard insurance policies from a commercial source. Current policy limits may be increased or adjusted. The current policy period began January 1, 2021 and will expire December 31, 2021.

Current Standard Insurance Policies	Limits
General Liability-Occurrence Basis <ul style="list-style-type: none"> <li>• Contractual Liability</li> <li>• Products/Completed Operations Liability</li> <li>• Fire Legal Liability</li> </ul>	\$1,000,000 Per Occurrence \$2,000,000 Annual Aggregate \$300,000 Each Occurrence
Employee Benefits Liability-Claims Made	\$1,000,000 Annual Aggregate
Employment Practices Liability-Claims Made	\$1,000,000 Annual Aggregate
Excess Liability Insurance Coverage-Occurrence Basis	\$2,000,000 Aggregate
Miscellaneous Errors and Omissions Liability-Claims Made	\$1,000,000 Annual Aggregate
Law Enforcement Professional Liability-Occurrence Basis	\$1,000,000 Per Occurrence
Automobile Liability (Medical Payments, Uninsured Motorist)	\$1,000,000
Automobile Physical Damage	\$1,000 Deductible
Property (Flood and Earth Movement) <ul style="list-style-type: none"> <li>• Buildings, Business Personal Property (Contents), Inland Marine (Contractors Equipment) and Valuable Papers &amp; Records</li> </ul>	\$1,000,000 Aggregate \$6,211,356 Blanket Limit
Crime (Employee Dishonesty) <ul style="list-style-type: none"> <li>• 401k Retirement Plan and ERISA</li> </ul>	\$250,000 Per Occurrence \$1,000 Deductible
Worker’s Compensation—Tribal Worker’s Benefit Law of the Navajo Nation. Employer’s Liability Insurance (Bodily Injury by Accident, and Disease)	\$1,000,000 Per Accident, Per Employee and Each Employee

D. The RNC ‘638 desires to maintain, at minimum, the same level of policies and services provided by the current Insurance Broker. Insurance Broker must possess the following qualifications and experience:

- 1. Understanding the Sovereign status of Indian Tribes or Tribal Organizations;

2. Knowledgeable in Federal Tort Claim Act (FTCA) and how it relates to federally funded tribal organizations that operates under the Public Law 93-638 Indian Self-Determination Act, as amended;
  3. Knowledgeable in Law Enforcement jurisdiction issues on and surrounding Indian Country/Reservations and checkerboard land status;
  4. Knowledgeable in Navajo Tribal Law and jurisdiction as it relates to Navajo Employment Preference Act;
  5. Working relations with Navajo Entities and other Indian organizations;
  6. Presence in the insurance brokerage industry for more than five (5) continuous years;
  7. Licensed in the State of New Mexico and in good standing;
  8. Experienced in Claims Administration, Claims Settlements, Risk Management and Loss Control services for more than five (5) continuous years;
  9. Have access to highly rated insurance carriers, who are in good standing;
  10. Provide exceptional client support and customer service.
- E. The RNC '638 desires for the Insurance Broker to have the following basic services and capabilities:
1. Insurance brokerage services for Property & Casualty and Worker's Compensation policies:
    - a) Purchase the insurance policies on an annual basis beginning January 1, 2023 through December 31, 2023 and renewed annually;
    - b) Periodically meet with the RNC '638 to review all insurance policies and provide training on procedures;
    - c) Immediately endorse newly acquired property;
    - d) Immediately provide evidence of insurance upon request;
    - e) Insurance Broker must provide periodic billing on premiums of insurance endorsements.
  2. Claims Administration and Settlement Services:
    - a) Claims processing services including claims settlements;
    - b) Provide competent legal representation on claims;
    - c) Assist with Property loss repairs and/or replacements;
  3. Risk Management and Loss Control Services:
    - a) Provide Employee Driver Safety and other Safety Training;
    - b) Provide onsite risk assessment on buildings and workplace for safety;
    - c) Provide insurance appraisal services;

#### IV. REQUIREMENTS FOR PROPOSALS

##### A. PROPOSAL GUIDELINES

1. The following guidelines shall be adhered to by Interested Party for consideration in the selection process of firms or individuals to perform the required services of the Project described. Proposals, which do not include all of the listed information, will be considered Disqualified and will not be evaluated by the Selection Committee.

##### B. MANDATORY SUBMITTAL REQUIREMENTS

1. Submittal Letter. Proposals must be accompanied by a submittal letter. The submittal letter must:

- a) Identify the submitting business. State the name and address of the organization's firm or office. Indicate organizational structure (individual, partnership or public, profit or non-profit). Subconsultant(s) if any must be identified in a similar manner;
- b) Identify the name and title of the person(s) authorized by the company to contractually obligate the business for the purpose of this RFSOQ;
- c) Identify the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFSOQ;
- d) Explicitly indicate acceptance of the Conditions Governing the Procurement of this RFSOQ;
- e) Be executed (signed) by a person authorized to contractually obligate the Interested Party;
- f) Acknowledge receipt of any and all amendments to this RFSOQ;

2. Technical Proposal (Statement of Qualifications)
3. Broker's Liability Insurance
4. Broker's License issued by the State of New Mexico
5. Broker's Business License issued by a State or Tribal Agency
6. Evidence of Navajo/Indian ownership, if claiming Navajo/Indian Preference
7. Navajo Nation Certification Regarding Debarment and Suspension Form (Exhibit A)
8. IRS W-9 Form (Exhibit B)

C. PROPOSAL FORMAT AND ORGANIZATION

1. This section describes the format and organization of the Interested Party's responses. Failure to conform to these guidelines may result in the disqualification of the Proposal.
2. TECHNICAL PROPOSAL:
  - a) NUMBER OF RESPONSES. Interested Party shall deliver **ONE (1) ORIGINAL AND FIVE (5) COPIES** of their Proposal, to the location specified on or before the closing date and time for receipt of Proposals. ORIGINAL shall be clearly marked as such. The Selection Committee will not collate, merge, or otherwise manipulate the Interested Party's Proposals.
  - b) PROPOSAL FORMAT. All Proposals must be typewritten on standard 8 ½ x 11 papers. The Proposal must be limited in format and length. All foldout sheets, up to a maximum of 11" x 17" (2) sheets will be counted as two (2) pages and shall be labeled as such. Length of the proposal shall be limited to maximum of forty (40) pages (printed sheet faces) of text and/or graphic material. Tab sheets will not be included as part of the forty (40) page limitation.
3. TECHNICAL PROPOSAL ORGANIZATION. The Technical Proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.
  - a) Letter of Submittal containing compliance/certification statements
  - b) Table of Contents
  - c) Technical Proposal (According to the Evaluation Criteria SECTION V.D.)
  - d) Attachments
4. COST PROPOSAL. Qualified Insurance Brokers will be notified in writing and receive statistical data to formulate the cost proposal/insurance premiums quote. The Cost Proposal must be in a **SEALED ENVELOPE** and only one (1) original sealed Cost Proposal is required. The cost proposal must consist of a Fixed-Firm Price and Insurance Rates.

D. Proposals deemed non-conforming by the Selection Committee in regard to format will be Disqualified. Interested Party shall contact the Procurement Manager to clarify any questions concerning format prior to submission.

E. PROPRIETARY INFORMATION

1. Any information included in a Proposal that the submitting Party desires to be treated as confidential must be put onto a separate page, and such page(s) must be clearly marked “proprietary” or “confidential” and must be easily separable from the entirety of the Proposal, in order to facilitate public inspection of the non-confidential portion of the proposal. Confidential data is restricted to confidential financial information qualifying as a Party’s trade secrets.

F. CORRECTIONS OR AMENDMENTS

1. If any Interested Party wishes to amend or revise any submitted Proposal, such is permitted so long as a final Proposal is submitted on or before the date of opening of Proposals set forth in SECTION II.G. herein; and any amended Proposal must be a complete replacement for a previously submitted Proposal and must be clearly identified as such.

G. WITHDRAWAL OF PROPOSAL

1. Any Party may withdraw its Proposal on or before the date of opening of Proposals set forth in SECTION II.G. herein; a withdrawal must be requested in writing signed by the duly authorized representative of the withdrawing Interested Party.

V. EVALUATION CRITERIA

A. The Procurement Manager will screen Proposals received according to the criteria listed below for acceptance. Proposals that fail the screening will be rejected and returned to the Interested Party unrated.

1. Proposal is received according to the required due date.
2. Proposal must conform to SECTION IV.B - MANDATORY SUBMITTAL REQUIREMENTS.

B. Evaluation Criteria. A maximum total of One-Hundred Points (100 points) are possible in scoring each Proposal for the evaluation. A brief explanation of each evaluation category is listed below. Information in one category may overlap information in other categories as addressed in SECTION III – SCOPE OF WORK. Interested Parties are encouraged to fully address each category completely, as points are assigned for responses to each separate category.

1. Technical Evaluation—The Selection Committee will evaluate each qualifying proposal according to the following “Technical Evaluation” point system:

TECHNICAL EVALUATION POINTS	
40	Qualifications
30	Experience
5	References
10	Insurance Carrier(s) Information
5	Policy Endorsement and Premiums
10	Navajo Preference (10 Pts-Priority #1 / 5 Pts-Priority #2)
<b>100</b>	<b>Total Possible Points/Technical Evaluations</b>

C. Technical Evaluation - Each technical proposal that is timely received will be independently evaluated in accordance with the Evaluation Criteria in this RFSOQ.

1. Project proposal that match the scope of work required under the RFSOQ will be evaluated higher than proposals that do not match the required work.
2. Interviews – Onsite Interviews, conference calls or other oral presentation(s) supporting the written proposal may be requested during the evaluation process. Interested Party may be asked to provide additional data or oral discussion for the purpose of addressing identified deficiencies in the technical proposal, clarify any ambiguities. After these presentations, Interested Party may be requested to submit revisions or a best and final offer.
3. Finalists – Interested Party’s Technical Evaluation Points above Seventy-Five (75) will be deemed qualified and considered a Finalist.

D. The Interested Party must provide adequate information in their statement of qualifications to be evaluated. At minimum, the statement of qualifications must include and address the following areas:

1. Qualifications
  - a) Insurance Broker company information—ownership, organization structure, key staff, location and its capabilities;
  - b) Provide resumes of all key staff;
  - c) Describe your Claims Administration processes/procedures and the proposed line of communication with the RNC ‘638;
  - d) If applicable, provide detail information on any third party claims administrator and their familiarity with insurance policies offered to Indian tribes;
  - e) Describe all risk management/loss control procedures and trainings offered;
  - f) Provide evidence of the Insurance Broker’s licensure in the State of New Mexico;
  - g) Provide information on the qualifications of the Insurance Broker’s/Carrier’s legal counsel/attorneys who will represent the RNC ‘638 in Navajo Tribal Court;
  - h) Provide evidence of Navajo/Indian ownership and certifications, if the Insurance Broker is claiming Navajo/Indian ownership;
2. Experience
  - a) Describe the Insurance Broker’s experience in the insurance industry and its stability;
  - b) Provide information on the Insurance Broker’s experience with Indian Tribes, including Navajo laws and court system as it relates to insurance claims settlements;
  - c) Provide information on the Insurance Broker’s experience with the Federal Tort Claim Act (FTCA), the Bureau of Indian Affairs and the Southwest Regional Solicitors Office;
3. References
  - a) Provide at least five (5) references from other Navajo entities or other tribal organizations;
4. Insurance Carrier(s) Information
  - a) Provide information on the Insurance Broker’s ability to have access to insurance carriers with an AM Best’s Rating of at least an “A”;
  - b) Provide information on the insurance carrier’s licensure in the State of New Mexico;
  - c) Provide general information on all insurance policies, policy enhancements, policy exclusions and any limits.

5. Policy Endorsements and Premiums

- a) Describe the insurance endorsement process;
- b) Describe how the insurance premiums are calculated;
- c) Describe the premium and endorsement billing on all insurance policies (Annual, Quarterly or Monthly);
- d) Provide information on the Insurance Broker's capability of providing detail cost breakdown of premiums, monthly billing of property endorsements and return of credit balances at the end of the policy period.
- e) Provide information on how the Insurance Broker generates its profits or compensation through fees or commissions from the insurance policies offered.

VI. CONTRACT DOCUMENTS & PROVISIONS

A. CONTRACT DOCUMENTS

1. All Parties submitting Proposals are strongly encouraged to review all information, scope of work, documents contained in this RFSOQ Package, prior to submitting a Proposal, since the Selected Contractor shall be expected to adhere to all terms and conditions set forth in the Contract (with special provisions noted in SECTION II and SECTION VII herein). The RNC '638 reserves the right to revise, amend or entirely replace any or all of the Contract documents prior to execution by the Parties.

B. INDEMNIFICATION

1. The Selected Contractor will be required to indemnify the RNC '638 and Navajo Nation, pursuant to the following Contract clause: "Contractor agrees to hold harmless and indemnify the RNC '638 and Navajo Nation and its divisions, departments, chapters, offices, agencies, boards, commissions, committees, enterprises, employees, officers, officials, and agents against any and all losses, costs, damages, claims, expenses, or other liabilities whatsoever, including but not limited to any accident or injury to any persons or property, arising out of or connected with any work performed or services provided under this Contract, and any other related activities, by Contractor, except for accident or injury arising out of the performance of work or services that is determined to be professionally and adequately performed with the due competence and professional skill generally exercised in the Project industry and in accordance with applicable industry standards set forth in relevant laws and regulations of the Navajo Nation, the Federal Government, or the State of New Mexico."

C. FUNDING GRANTS

1. The Contractor shall comply with any and all applicable laws, regulations, policies, or guidance governing Procurement, administration, contract performance, payment procedures, funding requirements, reporting, or other matters relating to the Project, or to performance under the Contract, or to any funding agreement for the Project and shall assist the RNC '638 in timely meeting all such requirements as necessary.

VII. RNC '638 DISCLAIMERS

A. RIGHT TO CANCEL THIS RFSOQ

1. In accordance with the Navajo Nation Procurement Regulations, at any time prior to a final Contract Award, RNC '638 may cancel this RFSOQ for any of the reasons set forth in SECTION VII, as follows:

- a) Inadequate or ambiguous specifications were cited in the RFSOQ Package;
- b) Specifications or descriptions for the Scope of Work have been revised;
- c) The services are no longer required;
- d) The RFSOQ Package did not provide for consideration of all factors of cost to the RNC '638;
- e) All Proposals received indicate that the needs of the RNC '638 can be satisfied by a less expensive service differing from that described in the RFSOQ Package;
- f) All Proposals received exceed the Maximum Feasible Price (budget), even after a reasonable negotiation process;
- g) Submitted Proposals were not the result of open competition, were collusive, contained fraudulent statements or information, contained any material misrepresentation, or were submitted in bad faith;
- h) Cancellation is in the best interest of the RNC '638 or Navajo Nation;
- i) A determination to cancel this RFSOQ shall be published in the same manner as the initial RFSOQ advertisement, and such cancellation shall be mailed or faxed to all Parties on the Distribution List. Upon cancellation, all Proposals shall be returned to a submitting Party upon written request by such Party.

**B. APPROPRIATIONS REQUIRED**

1. No Contract Award shall be made to any Party if there are not sufficient appropriations or authorizations regarding the Project, and any awarded Contract may be terminated if such appropriations or authorizations are lacking. The determination whether sufficient appropriations or authorizations are present is at the sole discretion of the RNC '638.

**C. RIGHT TO WAIVE IRREGULARITIES**

1. RNC '638, at its discretion, may determine that any error, irregularity, or other misinformation contained in any Proposal is of a minor consequence and RNC '638 may then waive any Mandatory requirement set forth in this RFSOQ Package, except for the Mandatory site meeting, provided that such waiver does not materially affect the objective character of the Procurement process.

**D. RIGHT TO DISQUALIFY**

1. The RNC '638 or the Navajo Nation reserves its right to Disqualify any Proposal or any Party from consideration for a Contract Award for the Project, if such Party has previously failed to satisfactorily perform any previous project or any previous contract with the RNC '638, Navajo Nation or any other governmental entity, has failed to timely submit required documents or information, or has caused the RNC '638 or Navajo Nation to incur unreasonable expense regarding the consideration of its Proposal.

**E. RIGHT TO REFUSE CONTRACT**

1. The RNC '638 reserves its right to refuse to execute a Contract for the Project if the Navajo Nation Attorney General, or his/her designee, determines in writing that any of the following has occurred prior to the RNC '638 execution of this Contract:

- a) Lack of documents; the RNC '638 has not received all required supporting documents, or other reasonably requested information; or,

- b) Faulty Procurement; a document, procedure, decision, action, or other event pertaining to the Procurement of this Contract, or to any related pre-Procurement activities, or to the awarding of this Contract, is in violation of any applicable Navajo Nation, federal, or state laws or regulations governing said Procurement; or,
- c) Ineligibility; the Contractor, or any other related person or firm, is ineligible for the awarding of this Contract, pursuant to applicable Navajo Nation, federal, or state laws or regulations governing said Procurement; or,
- d) Change to Scope Of Work or other requirements; there has been a change to the Scope of Work or any other mandatory requirement, as specifically described in this RFSOQ Package or in any addenda; in which case additional procedures under Section VIII of the Navajo Nation Procurement Rules and Regulations shall be required and a Contract shall not be executed until the completion of such procedures; or,
- e) Change to Budget/MFP; there has been a revision (whether increase or decrease) of the Maximum Feasible Price that was originally established by the RNC '638 prior to the initiation of the Procurement process for this Contract; in which case additional procedures under Section XIII of the Navajo Nation Procurement Rules and Regulations shall be required and a Contract shall not be executed until the completion of such procedures; or,
- f) Protest filed; a protest has been timely filed in accordance with 12 N.N.C. §360(A), unless a written determination has been made to proceed with a Contract Award pursuant to 12 N.N.C. §360(F); or,
- g) RNC '638 or Navajo Nation's interest; the Navajo Nation Attorney General, or his/her designee, determines in writing that refusal to enter into this Contract is in the best interest of the RNC '638.