



DNA-People's Legal Services
REQUEST FOR PROPOSAL (RFP) -
Broker for
Employee Benefits

Due Date – 5:00 P.M. (M.S.T.), Friday, April 16, 2021

INQUIRIES AND PROPOSALS SHOULD BE DIRECTED TO:

Richelle Montoya

Executive Assistant

DNA-People's Legal Services (DNA)

PO Box 306

Window Rock, AZ 86515

Phone: 928-871-4151

DNA is an Equal Opportunity Employer

PROPOSAL GUIDELINES

TABLE OF CONTENTS

I. GENERAL INFORMATION

- A. Purpose and Background Information
- B. Who May Respond
- C. Instructions on Proposal Submission

- 1. RFP Process and Closing Submission Date
- 2. Inquiries
- 3. Conditions of Proposal
- 4. Instructions to Prospective Contractors
- 5. Electronic Submissions
- 6. Right to Reject
- 7. Notification of Award
- 8. Terms of Services
- 9. Termination of Services
- 10. Conflict of Interest

II. SCOPE OF SERVICES

Services Required for Employee Benefits

III. OFFEROR'S TECHNICAL QUALIFICATIONS

- A. Prior Experience
- B. Additions Value Beyond Broker Services
- C. Organization, Size, and Structure
- D. Qualifications
- E. Understanding of Needs
- F. Fees/Compensation for Broker Services
- G. Certification and W-9

V. PROPOSAL EVALUATION

- A. Submission of Proposals
- B. Nonresponsive Proposals
- C. Evaluation
- D. Review Process

CERTIFICATIONS and W-9

I. GENERAL INFORMATION

A. Purpose and Background Information

This Request for Proposal (RFP) is to contract for an insurance broker to provide Employee Benefit Brokerage and Consulting services starting May 2021.

DNA-People's Legal Services is a 501(c)(3), non-profit law firm founded in 1967. DNA provides free civil legal services to low-income people who otherwise could not afford to hire an attorney on the Navajo, Hopi, and Jicarilla Apache reservations, and in parts of Northern Arizona, Northwest New Mexico, and Southern Utah. DNA's main office as well as DNA's Fort Defiance branch office are located in Window Rock, AZ. DNA also has branch offices in Chinle, AZ, Tuba City, AZ, Flagstaff, AZ, Keams Canyon, AZ and Farmington, NM.

DNA's mission is to provide access to justice to those who are low income and vulnerable by providing high quality legal services and education while respecting tribal sovereignty and cultural traditions.

DNA is principally funded through contracts from Legal Services Corporation (LSC) a private non-profit corporation which receives funds from Congressional appropriations through the Department of Justice to administer a nationwide legal assistance program.

As of February 26, 2021, there are 51 employees, 47 of which are considered full-time working at least 28 hours per week and 4 employees are considered part-time working less than 28 hours per week. Only employees considered full-time and part-time employees working at least 28 hours per week are eligible to the following employee benefits:

Self-Funded Medical	100% paid by employer on single coverage, family coverage available
Fully Insured Dental	100% paid by employer on single coverage, family coverage available
Self-Funded Vision	100% paid by employer on single coverage, family coverage available
Fully Insured Group Life/AD&D	100% paid by employer on single coverage, family coverage available
Fully Insured Voluntary Life/AD&D	Paid by employee for self and family (spouse, children)
Fully Insured Long Term Disability	Paid by employee for self and family (spouse, children)
Self-Funded Short Term Disability	Paid by employee for self and family (spouse, children)

B. Who May Respond

Only qualified brokers may respond to this RFP. DNA is not requesting insurance quotations at this time and expressly prohibits prospective brokers from quoting or approaching carriers on behalf of DNA.

C. Instructions on Proposal Submission

1. RFP Process and Closing Submission Date

The following are the minimum RFP process but additional steps may be taken during the course of the RFP process.

March 19, 2021	RFP available at www.dnalegalservices.org and PO Box 306 Window Rock, AZ 86515.
April 16, 2021	Proposal receipt deadline. All proposals are due at PO Box 306 Window Rock, AZ 86515 or online submission to rmontoya@dnalegalservices.org . No late proposals will be accepted.
April 19, 2021	Proposals opened and evaluated based on criteria below.
April 26, 2021	Telephonic or video-conference presentation meetings with prospective brokers, as DNA deems necessary.
May 3, 2021	Brokers are notified of award decision.

Any changes on the RFP schedule above will be communicated to bidders.

Proposals must be submitted no later than 5:00 P.M. (M.S.T), Friday, April 16, 2021.

2. Inquiries

Inquiries concerning this RFP should be directed to Richelle Montoya at 928-871-4151 or email rmontoya@dnalegalservices.org . In the event that DNA determines that an inquiry is not answered in this RFP and additional information would be beneficial to the process, DNA's response to the inquiry will be provided to the requestor and published on the www.dnalegalservices.org website. DNA has no obligation to respond to all inquiries.

3. Conditions of Proposal

All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Offeror and will not be reimbursed by DNA. By submitting a

proposal, Offeror agrees to waive all proposal preparation costs and fees.

4. Instructions to Prospective Contractors

Your proposal should be addressed as follows:

Richelle Montoya
Executive Assistant
DNA-People's Legal Services
PO Box 306
Window Rock, AZ 86515

It is important that the Offeror's proposal be submitted in a sealed envelope clearly marked in the lower left-hand corner with the following information:

**Request for Proposal – Broker for Employee Benefits
5:00 P.M. (M.S.T.) April 16, 2021 Sealed
Proposal**

All proposals shall include two copies of the Offeror's proposal and two copies of the signed Certifications. These documents will become part of the contract between DNA and the winning bidder.

5. Electronic Submissions

Proposals can be submitted electronically by email to rmontoya@dnalegalservices.org by the closing submission date noted above with following information on the email Subject:
RFP – For Broker of Employee Benefits - 5 P.M. (M.S.T.) April 16, 2021.

Failure to follow instruction Nos. 4. And 5. above, may result in premature disqualification of your proposal. It is the responsibility of the Offeror to ensure that the proposal is received by DNA by the date and time specified above.

Late proposals will not be opened or considered.

6. Right to Reject

DNA reserves the right to reject any and all proposals received in response to this RFP, to waive minor irregularities in any proposal or in the RFP procedures, and to accept any proposal presented which meets or exceeds these specifications and which is deemed to be in the best interest of DNA. However, the requirements for the timelines shall not be waived. A contract for the accepted proposal will be based upon the factors described in this RFP.

7. Notification of Award

It is expected that a decision selecting the successful firm will be made no later April 30, 2021. Upon conclusion of final negotiations with the successful firm, all Offerors submitting

proposals in response to this Request for Proposal will be informed, in writing or electronically, of the name of the successful firm.

8. Terms of Service

DNA expects to utilize the selected broker for a term of five (5) years with an option to renew services for another one (1) year.

9. Termination of Services

DNA reserves the right to terminate any part of or the entirety of services that may result from this request, without cause and for any or no reason. In the case of breach of the agreement with DNA, DNA will not be required to provide any advance notice of termination. In all other cases, DNA shall provide sixty (60) calendar days written notice of termination. Upon termination, the Broker shall be paid for services rendered through the date of the termination notice, and the result of all such work (including all documents and files) through the final date of service shall become the property of DNA. The contract shall be non-exclusive for the sole convenience of DNA.

10. Conflict of Interest

Information of possible conflicts of interest should be provided as part of the qualification response. Such information will be taken into account in making a decision on the selection of the Broker. Should a conflict arise during preparation for or while undertaking these services, the Broker shall immediately advise DNA of such conflict.

II. SCOPE OF SERVICES – EMPLOYEE BENEFITS BROKERAGE

DNA is seeking a broker that will work closely with DNA in the design, development, implementation and administration of employee benefit plans including: medical, dental, vision, life, disability, wellness and voluntary benefits. DNA is also seeking a proactive business partner that will aid in finding cost effective/cost cutting plans, supporting DNA's wellness initiatives and assisting DNA with its legal compliance. Furthermore, DNA is seeking a partner that is willing to provide training, guidance, and information to ensure proper management of benefit plans and compliance with all applicable State and Federal regulations and requirements. Specific responsibilities include, but are not limited to:

- Determining and recommending financially sound plans.
- Assisting in the benefit plan design based on DNA's goals and objectives.
- Soliciting proposals from service providers and insurance carriers, and evaluating those proposals to help DNA identify the most cost-beneficial package.
- Assisting with health fairs and presentations to employees as necessary.
- Represent DNA in all negotiations with providers regarding plan design, special terms and conditions, coverage issues and cost.
- Researching and advising DNA on any new changes regarding employee benefit programs.
- Provide support for benefit and plan administration questions.

- Provide consulting, educational services, training, and compliance for changes in laws, regulations, and legal compliance.
- Assist as necessary in developing communication materials and giving advice and recommendations for all employee benefit programs.
- Provide account support and administration services including enrollment coordination and ongoing support for DNA employees.
- Engage in ongoing plan performance monitoring, plan performance forecasting, claims experience analysis, benchmarking, and reporting.
- Assist DNA with the implementation and communication of new programs or changes to existing programs, which will include attending and presenting information at Open Enrollment meetings.
- Assist DNA with special claims situations.
- Use technology to support online employee services and education.
- Conduct open enrollment at each of the DNA center/location in June each year.
- Complete other special projects as requested.

III. OFFEROR'S TECHNICAL QUALIFICATIONS

The Offeror, in its proposal, shall, as a minimum, include the information requested herein:

A. Prior Experience (Maximum of 10)

- Provide a brief history of your firm including size, volume of business, locations, number of years in business, and business philosophy.
- Describe the visibility and influence of your firm in the employee benefits field.
- Describe the expertise your firm has in providing employee benefits brokerage services to an organization similar to ours.
- Describe experience in dealing with community action agencies and/or non-profit organizations related employee benefits insurance.
- Describe experience with self-funded health plans, including procurement of utilization review, RX management programs, wellness initiatives, etc.
- Provide three (3) client references, including the local area. Preferably, references should be organizations of similar size, complexity, and magnitude to DNA. Please include information (name, phone number, and email address) of the primary contact.

B. Additional Value Beyond the Broker Services (Maximum of 15)

- The Offeror should include an explanation of services that can be provided to a non-profit entity such as DNA, specifically including value-added items. Value-added items can include technology resources, training services, products, etc.

C. Organization, Size, and Structure (Maximum of 10)

- Identification of the broker and primary contact person, including name, address, and telephone number, fax number, and e-mail addresses.
- Location of the office (s) from which services will be provided, including hours of operations, address, phone number, and e-mail addresses.
- Organizational Chart.
- Size of agency and personnel.

- Staff competencies (i.e. resumes, qualifications, certifications, and experience in the field)
- Description of your firm's customer service (i.e., call centers, level of service to be expected) in detail
- Describe in detail the amount of services or coverage outsourced to other brokers/brokers, if any
- Describe the broker's approach and ideas related to services and management of account. Services shall include coordination of underwriting submissions, delivery and explanation of premium quotations, coverages, etc., issuance and delivery of policies as proposed, , provision of ongoing services throughout the year to update coverage as needed, provision of loss control/safety services (be very specific in describing the service), premium/claims reporting, etc.
- Describe any ongoing relationships between your firm and service providers or insurance carriers that you may recommend to DNA (affiliations, referral agreements, strategic alliances, etc.).
- Is there any current or pending litigation or administrative actions against your firm? If so, please describe.
- Explain how your firm documents and follows-up with requests to Insurance carriers to:
 - i. Quote Coverage
 - ii. Bind Coverage
 - iii. Make Changes (Endorsements) to Policies
 - iv. Billing Issues
 - v. Ability to Provide Monthly Billing Service

D. Qualifications (Maximum of 25)

- List the names of the account team who would be representing DNA; include their qualifications, certifications, State licenses/registrations, and number of years of experience in this field.
- Describe experience, training and continuing education of your personnel in benefit plan compliance issues such as ACA and HIPAA requirements.
- Describe your firm's commitment to DNA's account and expected frequency of broker/representative service contact.
- Provide a narrative stating the reasons why your firm should be awarded this contract. Emphasize in detail issues/practices/processes that make your firm unique or give your firm special advantages over others.
- Provide examples of proactive and aggressive pursuit of negotiation of favorable policy terms, conditions and pricing of insurance coverage's and related services. Disclose if your firm has access to or control of specialty or unique markets or programs that are generally unavailable to other competitors.
- Disclose any and all potential or current conflicts of interest that may impact your ability to provide the services requested by DNA on an independent basis.
- Disclose any and all relationships and/or circumstances that may result in certain service providers or carriers being given preference when soliciting for DNA, or that may result in certain service providers or carriers being excluded from consideration when soliciting for DNA.
- Provide a detailed description of your insurance coverages, carriers and self-insured retentions, including errors and omissions, directors and officers and

fiduciary liability coverage. Please include any limitations that would impact the coverage available to claims involving DNA.

- Do you have an employee benefits attorney available to your firm for advice on questions that may arise under DNA's programs?

E. Understanding of Needs (Maximum of 20)

- Provide a narrative on how your firm understands DNA's needs and how these needs will be met by awarding the contract to your firm.
- How will you ensure that DNA does not expend unnecessary funds in connection with its benefits programs?
- How will you ensure that DNA avoids potential liability and loss or benefit denials to the detriment of DNA's employees to the greatest extent possible?

F. Fees/Compensation for Broker Services (Maximum of 20)

- Following the guidelines and questions below, describe how your firm is compensated. Be specific about arrangements that may involve contingency commission, overrides based on total book of business, loss ratios, etc. Failure to disclose compensation will be considered unresponsive.
 - DNA is interested in a compensation arrangement that is limited to a pre-agreed consultant fee (flat, hourly, or some combination that is agreed to up front and transparent). Provide a detailed budget for the work to be performed and fees to be charged. The budget shall itemize all items that will be charged to the Tribe. The budget shall use line items to distinguish cost. Alternatively, describe any other method you intend to use to assess and bill DNA for compensation and expenses for the work performed.
 - If the Broker is to be compensated based on commissions, incentives and other compensation arrangements that are tied to the coverages and services purchased by DNA, the Broker must disclose all details of such payments. DNA expects full transparency. The Broker must agree to affirmative disclosure of all direct and indirect compensation or other remuneration arrangements on no less than an annual basis.

G. Certifications and W-9

The Offeror must sign and include as attachments to its proposal the Certifications and W-9 enclosed with this RFP.

IV. PROPOSAL EVALUATION

A. Submission of Proposals

B. Nonresponsive Proposals

Proposals may be judged nonresponsive and removed from further consideration if any of the following occur:

1. The proposal is not received timely in accordance with the terms of this RFP.

2. The proposal does not follow the specified format.
3. The proposal does not include the Certification.

C. Evaluation

Evaluation of each proposal will be based on the following criteria:

Factors		Point Range
1.	Prior experience. DNA will contact prior customers to verify experience provided by the Offeror.	0-10
2.	Offeror Value Added Services.	0-15
3.	Organization, size, and structure of Offeror’s firm.	0-10
4.	Qualifications of Offeror to complete this contract.	0-25
5.	Offeror's understanding of DNA needs and objectives.	0-20
6.	Fees/Compensation for Broker Services.	0-20
MAXIMUM POINTS		100

D. Review Process

DNA may, at its discretion, request presentations by or meetings with any or all Offerors, to clarify or negotiate modifications to the Offerors' proposals. Meetings with Offerors, if any, may be in person, virtual or telephonic.

However, DNA reserves the right to enter into a contract without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, which the Offeror can propose. DNA contemplates award of the contract to the responsible Offeror with the highest total points.

REQUIRED CERTIFICATIONS

On behalf of the Offeror:

- A. The individual signing certifies that he/she is authorized to contract on behalf of the Offeror.
- B. The individual signing certifies that the Offeror is not involved in any agreement to pay money or other consideration for the execution of this agreement or the submission of the Offeror’s Proposal, other than to an employee of the Offeror.

C. The individual signing certifies that the prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition.

D. The individual signing certifies that the prices quoted in this proposal have not been knowingly disclosed by the Offeror prior to an award to any other Offeror or potential Offeror.

E. The individual signing certifies that there has been no attempt by the Offeror to discourage any potential Offeror from submitting a proposal.

F. The individual signing certifies that he/she has read and understands all of the information in this Request for Proposal.

G. The individual signing certifies that the Offeror, and any individuals to be assigned to the contract, does not have a record of substandard work and has not been debarred or suspended from doing work with any governmental organization.

Dated this _____ day of _____, 20_____.

(Offeror's Firm Name)

(Signature of Offeror's Representative)

(Printed Name and Title of Individual Signing)

