



THE NAVAJO NATION RISK MANAGEMENT

**REQUEST FOR PROPOSALS
THIRD PARTY ADMINISTRATION SERVICES (TPA)**

DATE RE-ISSUED: October 8, 2024

RE-BID NO.: 24-08-3451SB

I. Objective

The Navajo Nation, Risk Program, hereinafter referred to as “The Program,” is soliciting proposals from qualified firms to provide professional Third Party Adjusting (TPA) services for its Property & Casualty Insurance Program (and other related services) to serve for a period of four (4) years with options to extend, subject to annual budget and review.

II. Background

The Navajo Nation Government is similar to the United States Government, The Navajo Nation has a three-branch government. The Executive Branch consists of a President and a Vice-President elected by the Navajo people every four years. The Navajo Nation Council is the Legislative Body of our government. The Council has twenty-four delegates who are elected by local Chapter members every four years. The Judicial Branch consists of district tribal courts and a Supreme Court.

The Navajo Nation is the largest American Indian reservation among the 275 reservations and 500 federally recognized tribal governments in the United States. The Navajo Nation extends into the states of Arizona, New Mexico, and Utah and has a land base of 25,352 square miles.

The Navajo Nation provides services in the areas of Economic Development, Community Development, Human Resources, Natural Resources, Public Safety including EMS and Fire services, Health which do not include hospitals or clinics, Social Services, and Education including facilities for Head Start (Pre-school) and owns enterprises which provide services in Agriculture, Engineering and Construction, Utilities, College Education, and more recently gaming.

The Program is authorized and directed through the Navajo Nation Insurance Commission to purchase and maintain property and casualty insurance coverage with an emphasis on developing and implementing policies to maintain self-insurance so that its assets, property, and employees are protected and levels of coverage are adequate. The program has established self-retention programs which include in-house related claims management functions. The program also contracts with brokers, adjusters, attorneys, or other consultants to review insurance policies and administer programs.

The Program is well developed in the services it provides the Navajo Nation in the area of Property & Casualty Insurance and Claims Management. The Claims are managed mostly in-house by the claims staff and the data is managed through the Riskconnect Claims Management System. We average approximately 400 claims annually; claims in litigation are defended with the combined efforts of the Navajo Department of Justice, Risk Management, and our external Defense Attorneys. As with the defense of these claims, the Nation submits all claims that fall under the Federal Tort Claims Act and P.L. 93-638 as amended, to the Federal Government to administer.

The Navajo Nation and its Enterprises have established a pool and are self-insured for the first \$500,000 per occurrence for general liability, automobile Liability and public officials’ errors and omissions. The Nation purchases property insurance in the commercial market with a self-insured retention as market conditions dictate.

III. Scope of Work

The services to be performed by the TPA include, but are not limited to:

- A. TPA shall provide to the NATION, through its authorized designated governments, divisions, department, enterprises and other entities such services and technical assistance.
- B. TPA shall perform all claims investigation and adjustment services as assigned by the NATION pertaining to the NATION'S automobile, property, and casualty insurance and self-insurance programs. Services shall be rendered in full accord with the highest acceptable professional standards of the claims adjustment industry, together with all applicable laws and procedures as authorized and approved by the Navajo Nation Insurance Commission and promulgated by the NATION'S Risk Management Program.
- C. TPA acknowledges that these services include, but are not limited to the following items under four (4) general heading within the Scope of Services.
 - 1. General Liability and Automobile Liability
 - a. Acknowledge claims assignments and provide initial reports;
 - b. Investigate incidents and make factual determinations and damage and/or liability assessments;
 - c. Contact members of the public, including making recommendations to the Risk Management Program of the Navajo Nation for payments. It will be required that claimants be contacted by the ADJUSTER in person, by telephone, or in writing within twenty-four (24) hours of the receipt of the claims from the Risk Management Program;
 - d. Provide the necessary file documentation required to support payments made by the Navajo Nation;
 - e. Diary control of claims activity to ensure the timely progression of investigation and assessment reports to the insured, with recommendations;
 - f. Provide recommendations for the establishment of claim reserves and subrogation procedures;
 - g. Provide, subject to claims information provided by the NATION, the necessary system of claims data storage and reporting on a timely basis as may be required to:
 - i. Allow NATION to project future losses
 - ii. Allow NATION to recognize significant loss trends with respect to loss prevention activities;
 - iii. Provide support documentation that may be required by any excess insurance carrier.
 - h. Negotiate claim settlements with authorization, including obtaining execution of appropriate closing reports and release.
 - i. Provide assistance under the supervision and authority of the Navajo

- Nation Department of Justice and/or retained defense counsel in litigation preparations for the defense of unresolved claims;
- j. Prepare quarterly reports in preparation for review of open and closed claim files with the Risk Management Program, the NATION'S insurance broker, the NATION'S Insurance defense counsel, and the Navajo Nation Department of Justice, and attend quarterly meetings to review the losses.
2. Automobile Physical Damage Appraisals. The services will include the following by a qualified Physical Damage appraiser to review claims, inspect and evaluate damage to the NATION'S vehicles and Equipment.
 - a. A *prompt* inspection including written estimates of damage and cost to repair;
 - b. All estimates are to be received by the NATION within three (3) days of notice of incidents from the NATION;
 - c. Physical Damage claims will be handled internally by the Risk Management Program, unless otherwise assigned.
 3. Workers' Compensation
 - a. Acknowledge assignment and administration of Worker's Compensation claims pursuant to the Navajo Nation Worker's Compensation Act codified at 15 N.N.C. SS 101, et seq. of the Navajo Nation codes.
 - b. Investigate incidents and make factual recommendations and claim assessments;
 - c. Contact claimants, in person, by telephone, or in writing within twenty-four (24) hours of the receipt of the claims from the Worker's Compensation Program;
 - d. Dairy control of claims activity to ensure the timely progression of investigation and assessment reports;
 - e. Provide recommendations for the establishment of claim reserves and subrogation procedures;
 - f. Provide, subject to claims information provided by the NATION, the necessary system of claims data storage and reporting on a timely basis as may be required to:
 - i. Allow NATION to project future losses
 - ii. Allow NATION to recognize significant loss trends with respect to loss prevention activities;
 - iii. Provide support documentation that may be required by any excess insurance carrier
 - g. Issue claim forms and instructions to WCP setting forth benefits to be paid in accordance with the Navajo Nation Worker's Compensation Act;
 - h. Negotiate claims settlements, including obtaining execution of appropriate closing reports and release pursuant to the Navajo Nation Worker's Compensation Act;
 - i. Provide Assistance to the Navajo Nation Department of Justice in

preparation for defense of unresolved claims.

- j. Prepare and submit quarterly reports to the Worker's Compensation Program.

4. Other Service Requirements

- a. The Claims Administration function will be administered by the Risk Management Program of the Navajo Nation. All Appropriate personnel, as defined by the Risk Manager for the Navajo Nation, must be available for meetings with the administering party when necessary.
- b. If the incumbent is not selected, begin working with the current TPA on transitioning the current/existing claims files

- D. It is agreed and understood that the TPA shall agree to performance measures established by the NATION.

IV. Estimated Timetable

- A. Requests for Proposals Deadline - 4:00 PM, MDST, October 24, 2024.
- B. Bid Opening – October 29, 2024 @ 10:00 AM (RMP Office, Admin Building 1.)
- C. Virtual Interviews – October 30, 2024
- D. TPA Selection – November 6, 2024
- E. Award Contract – November 7-8, 2024

V. Proposal Requirements

- A. One (1) original and Five (5) copies of the proposal shall be delivered to:

*Navajo Nation Risk Management Program
SHAWNEVAN DALE, Division Director
Post Office Box 1690
Window Rock, Arizona 86515*

or for FedEx or UPS:

*Administration Building #1
Second Floor
2559 Indian Route 100
Window Rock, Arizona 86515*

- B. All proposals are due at the above address no later than 4:00 p.m. (MDST), October 24, 2024. Faxes will not be accepted. Late proposals will not be considered.

C. Please mark your package as follows:

“SEALED BID FOR TPA SERVICES, DO NOT OPEN”

D. All proposals, whether selected or rejected, shall become the property of the Navajo Nation.

E. A restatement of the scope of work to be performed, including your understanding of the tasks required by the Programs, and any other technical services the firm feels will benefit the Navajo Nation.

F. All Proposal must contain services for the following: General Liability, Auto Liability, Auto Physical Damage, and Workers Compensation.

F. All costs associated with proposal preparation shall be borne by the responding party.

VI. Fees

The cost of services shall be presented in a flat fee basis. Otherwise please disclose break down costs of fees not available through a flat fee arrangement.

VII. Award of Contract

The Program reserves the right to reject any proposals submitted. Award of the contract will be made to the firm which in the sole opinion of the Navajo Nation (its agents, employees, and elected officials) will provide the services that best meet the needs of the Navajo Nation.

Proposals shall be firm and not subject to change or withdrawal for 45 days following the date specified for final receipt by the Program.

The final contract form will be determined in negotiations between the Program and the selected firm. The final contract will incorporate this request for proposals and the proposal submitted by the selected firm in full or by reference.

The Navajo Nation reserves the right to withdraw the invitation at any time; and waive formalities in the bidding process; and while Pre-qualification/bid information may be used in negotiation, contract award will not be based exclusively on scoring.