MATANUSKA-SUSITNA
BOROUGH SCHOOL DISTRICT

RFP #B25-16

CLAIMS MANAGEMENT SERVICES FOR THE MSBSD

Due Date and Time: May 29, 2025 at 2:00 P.M.

Enclosed:

Request for Proposal
Documents
and
Affidavit

Matanuska-Susitna Borough School District

Purchasing Department
690 Cope Industrial Way
Palmer, AK 99645

P: (907) 861-5120 || F: (907) 861-5184
bids@matsuk12.us
www.matsuk12.us/bids

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ADVERTISEMENT

	DATE OF ADVERTISEMENT
Frontiersman	May 7 and 9, 2025
Anchorage Daily News	May 4 and 7, 2025

Type of Ad: Classified / Public Notice

The material herein must be printed in its entirety on the dates shown above. Affidavit of publication is required prior to payment.

Matanuska-Susitna Borough School District
REQUEST FOR PROPOSALS

RFP #B25-16

CLAIMS MANAGEMENT SERVICES FOR THE MSBSD

Notice is hereby given that the Matanuska-Susitna Borough School District (MSBSD) will consider proposals from qualified individuals and firms for the provision of:

CLAIMS MANAGEMENT SERVICES FOR THE MSBSD

Proposals are due on or before May 29, 2025 at 2:00 P.M. Palmer, Alaska time. Sealed proposals must be submitted and received by the MSBSD Purchasing Department, 690 Cope Industrial Way, Palmer, AK 99645, on or before said date and time designated for receipt of proposals. All proposals must be marked " RFP #B25-16 ." Proposal documents can be viewed on the MSBSD website at www.matsuk12.us/bids and are also available at the MSBSD Purchasing Department, 690 Cope Industrial Way, Palmer, AK 99645. For more information, call (907) 861-5120.

The MSBSD reserves the right to accept or reject any or all proposals and waive any minor technicalities, informalities, and/or irregularities as it deems appropriate.

4/30/2025	Requested By:	Erin Dwyer	Approved By:	Beth Munson

CLAIMS MANAGEMENT SERVICES FOR THE MSBSD

RFP #B25-16

REQUEST FOR PROPOSAL

THIS IS NOT A PURCHASE ORDER

The Matanuska-Susitna Borough School District (MSBSD) is requesting proposals from qualified proposers to provide

CLAIMS MANAGEMENT SERVICES FOR THE MSBSD

as specific herein.

Proposals will be accepted until May 29, 2025 at 2:00 P.M.

Questions will be accepted until May 15, 2025 at 4:00 P.M.

PROPOSER USE ONLY

THIS PAGE MUST BE COMPLETELY FILLED IN, SIGNED, AND RETURNED WITH YOUR PACKET.

Company Name

Address

City State Zip

Telephone Number Fax Number

State of Alaska Business License Number Matanuska-Susitna Borough Business License Number

Authorized Signature Printed Name Date

INSTRUCTIONS TO PROPOSERS

1. GENERAL INFORMATION:

The Matanuska-Susitna Borough School District (MSBSD) is requesting proposals from qualified proposers to provide the scope of services as specified in Attachment A, Scope of Services. Copies of the Request for Proposal (RFP) documents can be viewed in the Purchasing section of the MSBSD website at www.matsuk12.us/bids and can be obtained in the Purchasing Department at 690 Cope Industrial Way, Palmer, Alaska 99645 or by calling (907) 861-5120. Office hours are 7:00am - 4:30pm, Monday through Friday.

Proposals must be fully executed, signed by each proposer, and enclosed in a sealed envelope with the proposer's name, address, and phone number clearly marked, as per Section 8 of this Instructions to Proposers. Proposals must be submitted to the MSBSD Purchasing Department at 690 Cope Industrial Way, Palmer, Alaska 99645. Signed proposals must be in the office of the MSBSD Purchasing Department on or before the date and time designated for receipt of proposals. **The MSBSD will not accept or consider proposals that are oral, telephonic, telegraphic, faxed, emailed, or otherwise electronically submitted.**

2. GENERAL STATEMENT:

In rendering the services hereunder, the selected proposer shall adhere to the following general terms and conditions. The term "selected proposer" refers to the proposer awarded a contract to provide services and/or products as required herein. The term "agreement" hereafter refers to this RFP, any and all attachments and appendices, any and all addenda, and the proposer's response and acceptance by the MSBSD. A contract may be issued upon award of this proposal.

3. PRE-PROPOSAL CONFERENCE:

N/A

4. EXAMINATION OF RFP DOCUMENTS:

A. Proposers shall carefully examine the RFP documents before submitting a proposal. The submission of a proposal shall be an admission that the proposer has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements and accuracy of the RFP documents.

B. The MSBSD assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents, or employees prior to the execution of the proposal, unless such understanding or representations are expressly stated in the RFP documents or addenda.

C. Proposers shall include in their proposal sums sufficient to cover all items and services required by the RFP documents and shall rely entirely upon their own examination of the proposal. The submission of a proposal shall be taken as prima facie evidence of compliance with this paragraph.

5. INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS:

Proposers shall notify the Purchasing Department promptly of any error, omission, or inconsistency that may be discovered during examination of the proposal documents. Requests from proposers for interpretation or clarification of the proposal documents shall be made in writing to the Purchasing Department by

May 15, 2025 at 4:00 P.M. Palmer, Alaska time.

Any questions received after this date and time will not be answered. Questions should reference the applicable RFP number and title and can be submitted by mail, fax, or e-mail to the following:

Mail: MSBSD Purchasing Department; 690 Cope Industrial Way; Palmer, AK 99645
Fax: MSBSD Purchasing Department; (907) 861-5184
E-mail: bids@matsuk12.us

Interpretations, corrections, responses to questions, and changes to the Proposal Documents will be made by addenda. Interpretations, corrections, responses to questions, and changes to the Proposal Documents made in

5. INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS (CONT.):
any other manner will not be binding to the MSBSD and proposers shall not rely on them. All addenda issued shall become part of the agreement documents. It is the proposer's sole responsibility to ascertain that they have received all addenda issued by the Purchasing Department. Each addendum will be issued by email, fax machine, or U.S. mail. All addenda will also be posted in the Purchasing section of the MSBSD website at www.matsuk12.us/bids. **All addenda must be acknowledged in the space provided on Appendix 1 or the proposal may be deemed non-responsive.**

6. PREPARATION AND SUBMISSION OF PROPOSALS:
A. Each proposal must be signed in longhand by the proposer with their usual signature. Proposals submitted by partnerships must be signed with the partnership name by one of the partners, followed by the signature and designation of the partner signing. Proposals submitted by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation, and by the signature of the president, secretary, or other person authorized to bind in the matter. The full name and address of each person signing shall be typed or printed below the signature.

B. Proposals shall be submitted on the forms furnished and must be manually signed. Proposals must be submitted in a sealed envelope and addressed as indicated in Section 8 of this Instructions to Proposers.

C. Proposals may be rejected if they show any omissions, alteration of the forms, additions not called for, conditional or alternate proposals not called for, qualified proposals, or irregularities of any kind.

D. Proposers shall bear all costs directly or indirectly related to preparing a proposal, preparing presentations or supplements, and/or clarifying a proposal as may be required by the MSBSD in response to this solicitation.

7. SUBMITTAL REQUIREMENTS:
Refer to Attachment A, Scope of Services, for the full submittal requirements specific to this RFP.

8. PROPOSALS:
A. Signed proposals **MUST** be in the MSBSD Purchasing Department office on or before

May 29, 2025	at	2:00 P.M.	Palmer, Alaska time.

B. It is the responsibility of all proposers to ensure that their proposals and associated documents are in the office of the Purchasing Department prior to the time of the scheduled RFP opening. Proposals **MUST** be in **SEALED** envelopes clearly marked as follows:

RFP Number:	RFP #B25-16		
RFP Title:	CLAIMS MANAGEMENT SERVICES FOR THE MSBSD		
Due:	May 29, 2025	at	2:00 P.M.

C. Proposers are cautioned that mailed proposals, which arrive after the date and time designated for receipt of proposals, will not be opened or considered. Proposers are further cautioned not to rely on the U.S. Postal System or any other second party for timely delivery of their proposal. It is the proposer's sole responsibility to ensure that their proposal and associated documents are in the physical possession of the Purchasing Department prior to the date and time designated for receipt of proposals.

D. All proposals shall be submitted on the attached forms in the spaces indicated and must comply with these instructions. The proposal must be completed and signed by an authorized representative of the firm submitting the proposal.

E. Scheduled proposal openings are open to the public and are located in the Purchasing Department.

F. The MSBSD will not accept proposals via fax machine or e-mail.

G. The MSBSD reserves the right to accept or reject any or all proposals, consider alternatives, and further reserves the right to waive minor informalities in procedures.

9. WITHDRAWAL FROM CONSIDERATION:
Proposals may be withdrawn upon written request delivered to the MSBSD Purchasing Department prior to the date and time designated for receipt of proposals. However, no proposer shall withdraw or cancel their proposal

9. WITHDRAWAL FROM CONSIDERATION (CONT.):
for a period of ninety (90) calendar days after said date and time designated for the receipt of proposals, nor shall the selected proposer withdraw, cancel, or modify their proposal after having been notified by the Purchasing Department that said proposal has been accepted by the MSBSD.

10. PROPOSAL EVALUATION:
A. An Evaluation Committee will be selected by the MSBSD to review the proposals.

B. The Evaluation Committee may elect to interview any or all proposers at its discretion, but is not required to do so.

C. Any proposers selected for an interview may be expected to make a presentation followed by a question and answer period at the MSBSD main administrative office (501 N. Gulkana St.; Palmer, AK 99645).

D. The MSBSD will select the proposal that reflects what is believed to be the best combination of price, experience, expertise, other cost factors, management capability, and understanding of the needs of the MSBSD. Proposals will be evaluated per the criteria outlined in Attachment B, Evaluation Criteria.

11. NEGOTIATIONS:
Proposers are asked to provide their best offer, including pricing, as part of the initial submittals. The MSBSD desires to enter into an agreement based on the initial submissions and proposers should not rely on the negotiation process to modify their offers. However, the MSBSD may conduct negotiations in accordance with the following at their discretion:

A. With the proposer who submits the most attractive proposal that is acceptable to the MSBSD;

B. With the proposers who have submitted proposals that are within the established competitive range; or

C. With all proposers.

Negotiations, if conducted, will occur after the opening date of the RFP and after evaluation by the Evaluation Committee. Proposers will be accorded fair and equal treatment during negotiations with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information derived from proposals submitted. Upon completion of negotiations, if any, the MSBSD may call for "best and final offers" at its discretion.

12. AWARD OF CONTRACT:
A. The MSBSD will award a contract to the proposer with the highest score on the evaluation criteria outlined in Attachment B, Evaluation Criteria.

B. The MSBSD, as it deems appropriate, shall have the right to reject any and all proposals. Proposals may be rejected if they do not include a required proposal bond or other data required by the Proposal Documents. All responsive proposals may be rejected if the MSBSD in its sole judgment, considers them too costly.

C. The MSBSD reserves the right to reject any and all proposals and to waive any minor informalities and/or irregularities in submittal of a proposal or award of the agreement and to request clarification of information from any proposer. The MSBSD is not obligated to enter into a contract on the basis of any bid or proposal submitted in response to the RFP.

D. The MSBSD reserves the right to make awards within a ninety (90) calendar day award period from the date proposals are opened. Proposals must be firm for the award period and the contracted service period.

13. AVAILABILITY OF FUNDS:
A. The MSBSD reserves the right, at its sole discretion, to cancel this RFP or any part thereof, at any time, prior to an award of contract issued under this RFP.

B. Awards are contingent upon the appropriation of MSBSD budget funds.

14. REQUEST FOR ADDITIONAL INFORMATION:
A. The MSBSD reserves the right to request clarification of ambiguous proposal language current audited financial statements; qualifications of management personnel, including program manager or field supervisors' performance references; or other information deemed relevant at any time prior to proposal award. Proposers

14. REQUEST FOR ADDITIONAL INFORMATION (CONT.):

agree to provide such requested information within three (3) business days of the request.

B. Prior to the final selection, proposers may be required to submit additional information, which the MSBSD may deem necessary to further evaluate the proposals.

C. The MSBSD reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to a background investigation conducted by proper authorities.

15. PUBLIC RECORDS CLAUSE:

This RFP and the resulting proposals received, together with copies of all documents pertaining to the award of a contract, will be kept by the Purchasing Department and made a part of the record, which will be open to public inspection, unless restricted by the proposer and School Board Policy, once the Notice of Intent to Award has been issued. If a proposal contains any information which is proprietary or confidential, each page of the confidential information must be clearly marked with a diagonal watermark that reads "CONFIDENTIAL"; such information will be kept confidential if appropriate and will not be released to the public. A confidential watermark is required. MSBSD is not responsible for release of any documents not marked in this manner. The proposal tabulation sheet shall be open to public inspection as soon as practicable after the Notice of Intent to Award has been issued.

16. PROTEST OF AWARD:

The MSBSD has a process in place for an apparently unsuccessful proposer to submit a written protest, requesting a review of the proposal award.

A. An unsuccessful proposer must submit its protest within [three (3)] days of the date of the Notice of Intent to Award issued by the MSBSD Purchasing Department.

B. The protest must be made in writing, delivered to the same location as the original proposal, and must set forth in detail all the reason(s) for the protest, with specific reference to the relevant provision in the Proposal Documents.

C. Upon receipt of the request for review, the Purchasing Department shall schedule an informal hearing to include the successful proposer, the protesting proposer, the Assistant Superintendent of Business and Operations, and a representative of the Purchasing Department. At such time, the proposer making protest can express his/her concerns with said award.

D. Following the informal hearing, the Assistant Superintendent of Business and Operations will send the MSBSD's decision on the protest to all involved parties.

E. If the contract award for the proposed project is required to be approved by the MSBSD School Board, the involved parties will be notified of the date and time of the applicable School Board meeting.

17. CONTRACT:

The contract between the MSBSD and the proposer shall consist of (1) the RFP and any attachments and/or amendments and/or addenda thereto; (2) the proposal submitted by the contractor in response to the RFP; and (3) the actual written agreement or contract. In the event of a conflict in language between the documents reference above, the provisions and requirements set forth and/or referenced in the RFP documents shall govern.

18. INSURANCE:

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of this agreement to create in the public or any member thereof a third-party benefit hereunder, or to authorize anyone not a party to this agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this agreement. The successful proposer shall procure and maintain minimum insurance requirements and shall provide all required documentation as per attached Appendix 3 to the MSBSD upon award of this agreement. Failure to furnish proper evidence of insurance, or the lapse of insurance required under the provisions of this agreement, may be grounds for termination. The duties required under this subsection shall survive the termination expiration of this agreement. **It is highly recommended that the proposers confer with their respective insurance companies or brokers to determine if their insurance program complies with the MSBSD's insurance requirements, as per attached Appendix 3.**

19. LICENSES:

All individuals or businesses conducting business within the State of Alaska and within the Matanuska-Susitna Borough are hereby advised that they must obtain a State of Alaska business license. For more information on

19. LICENSES (CONT.):
how to obtain the appropriate business license or see if any exemptions may apply, please visit https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing/BusinessLicensingFormsFees.aspx

20. INVOICES AND METHOD OF PAYMENT:
Billings for services must be verified by a responsible representative of the MSBSD before payment can be made. Payments shall be made to the selected proposer within thirty (30) calendar days after the MSBSD receives and approves a written request for payment or invoice from the contractor. The request for payment or invoice may be submitted to the Matanuska-Susitna Borough School District, Attn: Accounting Department; 501 N. Gulkana St.; Palmer, AK 99645 or e-mailed to accounting@matsuk12.us.

21. FEDERAL EXCISE TAXES:
The MSBSD is exempt from Federal Excise Taxes. An Exemption Certificate will be furnished upon request.

22. MODIFICATIONS:
The MSBSD may, from time to time, require modifications in the scope of services to be performed under this agreement. However, it is expressly understood that this agreement shall not under any circumstances be modified without written authorization from the MSBSD. All modifications in the terms of this agreement, to include adding additional schools or sites, shall be incorporated by written amendments to this agreement executed by both parties.

23. INDEMNIFICATION:
A. The Contractor shall indemnify, defend, and hold harmless the MSBSD from and against any claim of, or liability for, independent or sole negligent acts, errors, omissions, or willful misconduct of the Contractor under this Agreement. The Contractor is not required to indemnify, defend, or hold harmless the MSBSD for any claim of, or liability for, the independent or sole negligent acts, errors, omissions, or willful misconduct of the MSBSD. If there is a claim of, or liability for, a joint negligent act, error, omission, or willful misconduct of the Contractor and the MSBSD, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Contractor" and "MSBSD" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent or sole negligent acts, errors, and omissions" means negligence other than in the MSBSD's selection, administration, monitoring, or controlling of the Contractor, or in approving or accepting the Contractor's work.

B. Any and all claims that might arise under the Worker's Compensation Act on behalf of the Contractor or other persons while engaged in the performance of the duties or services contemplated, and any and all claims that might be made by any third party as a result of any act or failure to act, shall be the Contractor's sole obligation and the Contractor shall indemnify and defend the MSBSD and hold it harmless from any liability for any act or failure to act on the part of the Contractor.

24. PROTECTION OF EQUIPMENT AND PROPERTY:
The proposer assumes full responsibility for and shall indemnify the MSBSD for any loss or damage to any MSBSD property resulting in whole or in part from the negligent acts or omissions of the proposers, or any employee, agent or representative of the proposer.

25. PROPOSER'S PERSONNEL REQUIREMENTS:
The MSBSD may, by serving written notice, require the proposer to promptly remove from the site of work any employee or worker the MSBSD deems incompetent, careless, or otherwise objectionable including, but not limited to, violation of MSBSD policies relating to alcohol, illegal drugs or firearms on MSBSD property.

26. EQUAL EMPLOYMENT OPPORTUNITY:
Proposers, in submitting proposals, certify that if awarded a contract under this Request for Proposal, they will not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, national or ethnic origin, disability, marital status, change in marital status, pregnancy, parenthood, or any other basis prohibited by Alaska state or federal laws. The proposer will take affirmative action to ensure non-discrimination. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship. The proposer agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.

27. DRUG, TOBACCO, AND ALCOHOL-FREE WORKPLACE:
The selected proposer agrees to comply with MSBSD School Board Policy BP 4020, Drug, Tobacco and Alcohol-Free Workplace. This policy states, in part: "In the interest of the health and safety of students and employees, it is a violation of this policy for students, staff, parents, visitors, contractors and all others to use, distribute or sell

27. DRUG, TOBACCO, AND ALCOHOL-FREE WORKPLACE (CONT.):

tobacco, any non-FDA-approved tobacco or nicotine delivery products or devices including but not limited to, cigarettes, cigars, dip, hookah pens, e-cigarettes, and dissolvable nicotine products on District premises, at school-sponsored activities on or off District premises and in District-owned, rented or leased vehicles."

28. CODE OF ETHICS:

A. The selected proposer shall comply with MSBSD School Board Policy BP 4119.21, Code of Ethics.

B. The selected proposer shall also comply with BP 3515.7, Restrictions on Sex Offenders on Campus. This policy states, in part: "To protect the morals, health, and safety of students, it is the policy of the district to deny entrance onto the premises of any district school or any building used for school activities to registered sex offenders or persons required to register under the sex offender registration act of whom the district has knowledge."

C. The selected proposer shall take affirmative action to ensure that no contractor, employee, or subcontractor who will be working on MSBSD property has a criminal record of any conviction for child abuse or assault, be on the State of Alaska or any State Sexual Offender Registry, or has been convicted of a crime of moral turpitude. Any waiver of this section must be in writing, signed by the District's Superintendent. The MSBSD has the right to verify such records at any time during the life of the contract.

29. OCCUPATIONAL SAFETY AND HEALTH WARRANTY:

If awarded the agreement, the proposer warrants that the products sold or services rendered shall conform to the standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (29 U.S.C. 651, OL 91-596) and all amendments thereto. In the event the product sold does not conform to the OSHA standards and/or regulations, the MSBSD may return the product for correction or replacement at proposer's option and at proposer's expense. Services performed by the proposer which do not conform to OSHA standards and/or regulations must be corrected by proposer at proposer's expense or by the MSBSD at proposer's expense in the event proposer fails to make the appropriate correction within a reasonable time.

30. COMPLIANCE:

A. The selected proposer shall comply with all state, federal and local laws, regulations or orders applicable to the purchase, manufacture, processing and delivery of the service.

B. General Conditions:

I. General Statement: The following conditions shall be followed by the selected proposer. These conditions shall be adhered to, relative to any project for which the selected proposer provides services. The MSBSD reserves the right to delete or alter the following terms and conditions or to add additional terms and conditions at its discretion. The selected proposer shall perform services and otherwise comply with all conditions as set forth in this RFP including all attachments and appendices hereto and all additional requirements identified in the proposal documents.

II. Governing Laws: The agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Alaska.

III. Compliance with All Laws: The proposer shall comply with all applicable laws, ordinances, executive orders and regulations of the federal, state, and local government, which may in any manner affect the performance of the agreement and all applicable MSBSD policies, rules and procedures.

IV. Relationship of All Parties: It is expressly understood and agreed bythe proposer and the MSBSD that the proposer's relationship to the MSBSD is that of an independent contractor.

31. CONFLICT OF INTEREST:

A. The contracting party expressly represents that the contract is not contrary to MSBSD School Board Policy BP 2300, Conflict of Interest and that the contracting party has read and understands BP 2300. If this representation is false, the Superintendent may terminate the contract without regard to partial performance and in the event of such a termination the District will have no further liability or obligation to the contracting party.

B. Any employee and/or employee with immediate family members that may have a financial interest in the contract must file an annual BP 2300, Conflict of Interest Affidavit with MSBSD. The following definitions apply to this policy: Immediate family member means an employee's grandparent, parent, child, grandchild, brother, sister, spouse, child of a spouse, or regular member of the employee's household.

32. ASSIGNMENTS AND SUBCONTRACTORS:

A. The proposer shall not sell, assign, transfer, or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of the MSBSD.

B. The proposer shall ensure that any prospective subcontractors are appropriately licensed, insured and bonded, and of sufficient high quality to meet all of the requirements of this RFP. If a proposal with subcontractors is selected, the proposer must provide the following information concerning each prospective subcontractor within five (5) working days of the request notice by the MSBSD:

I. The complete name and address of the subcontractor;
II. The type and percentage of work the subcontractor will perform;
III. Certificate of Insurance;
IV. Other requested information relevant to the qualifications of the subcontractor.

C. Subcontractors must comply with all licensing, indemnity, insurance limits, and insurance requirements imposed on the proposer.

33. TERMINATION FOR CAUSE:

A. If, through any cause, the proposer shall fail to fulfill in a timely and proper manner their obligation under this agreement, or if the proposer shall violate any of the covenants, agreements or stipulations of any awarded contract, the MSBSD shall thereupon have the right to terminate this agreement by serving written notice to the proposer of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. However, if the district determines that the continuation of this agreement constitutes an imminent threat to the health and safety of its students and staff, this agreement may be terminated by the MSBSD effective immediately.

B. In the event it becomes necessary to terminate the agreement awarded as a result of this RFP, regardless of the circumstances or time remaining on the contract, the proposer will be responsible for any and all expenses incurred by the MSBSD. These expenses can include, but are not limited to, cost of locating interim services, cost of re-issuing an RFP, and any additional cost to the MSBSD by the new contractor greater than the current contract.

C. The proposer shall be entitled to receive just and equitable compensation for any satisfactory work completed in accordance with the payment provision as set forth under Section 20 of this document. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred. The MSBSD's contract administrator shall determine whether work completed is satisfactory.

34. TERMINATION FOR CONVENIENCE OF THE MSBSD:

A. The MSBSD may terminate any awarded contract or agreement at any time by serving written notice to the proposer of such termination and specifying the effective date of such termination at least thirty (30) days prior to the effective date of termination.

B. Upon termination of any awarded contract or agreement, the MSBSD shall pay the proposer any payments due at that time.

35. FAILURE OF FUNDING:

A. The MSBSD shall be excused from performance under the contract if funding is not appropriated.

B. The MSBSD may reduce the scope and services provided under the contract to counteract a funding shortfall.

ATTACHMENT A:
SCOPE OF SERVICES

1. SCOPE

The Matanuska-Susitna Borough School District (MSBSD) is seeking proposals from qualified third-party administrators to provide comprehensive Workers' Compensation and General Liability claims adjusting and management services as described herein.

2. BACKGROUND

Ranging in enrollment from 20 students to more than 1,500 students, the schools of the MSBSD educate approximately 19,000 students at 48 schools located throughout the Matanuska-Susitna Borough. The MSBSD also supports a variety of administrative services including but not limited to Facilities, Purchasing and Warehouse, Nutrition Services, and Central Office Administration. MSBSD schools include 21 elementary schools, five middle schools, nine high schools, six non-traditional schools, and seven charter schools.

3. GENERAL INFORMATION

A. The MSBSD is self-insured with stop-loss coverage of $500,000 Self-Insured Retention (SIR) per workers' compensation claim.

B. MSBSD Historic Workers' Compensation Loss Statistics:

Fiscal Year (FY)	IO Claims	MO Claims	TL Claims	Claims closed within FY
2020 – 2021	48	43	29	89
2021 – 2022	58	69	18	124
2022 – 2023	72	65	24	126
2023 – 2024	59	86	27	133
2024 – 2025	35	55	14	78

C. The MSBSD is self-insured with stop-loss coverage of $750,000 Self-Insured Retention (SIR) per liability claim.

D. MSBSD Historic General Liability Loss Statistics:

Fiscal Year	Auto	Liability
2011-2012	0	1
2012-2013	3	3
2013-2014	4	2
2014-2015	1	2
2015-2016	0	2
2016-2017	4	3
2017-2018	2	0
2018-2019	0	3
2019-2020	0	5
2020-2021	2	4
2021-2022	1	4
2022-2023	2	1
2023-2024	5	3
2024-2025	0	6

4. GENERAL REQUIREMENTS

A. The proposer will operate as a third-party administrator (TPA) to provide comprehensive Workers' Compensation and General Liability claims adjusting and management services. Proposals should include all labor, equipment, materials, supplies, and administration to fully provide the services described herein.

B. The proposer will also act as a Responsible Reporting Entity (RRE) for the MSBSD and administer Medicare Set-Asides, including compliance with the following relevant provisions:
   1. Medicare Secondary Payer Act of 1980 (MSP)
   2. Medicare, Medicaid, and State Children's Health Insurance Program (SCHIP) Extension Act of 2007
   3. Section 111 of SCHIP
   4. Medicare Mandatory Insurer Reporting Requirements (MMIRR)

C. The proposer will be required to generate and submit reports compliant with all State of Alaska reporting requirements as outlined in the annual Department of Labor and Workforce Bulletins and make applicable Second Injury Fund (SIF) and Workers' Safety and Compensation Fees (WSCAA) payments as required.

D. The proposer will be responsible for filing the Employer Report of Occupational Injury or Illness (form 07-6101) with the Alaska Division of Worker's Compensation by electronic data interchange (EDI) within 10 days of receiving the report, per AS 23.30.070(a).

E. The proposer will collaborate closely with MSBSD Risk Management personnel to ensure full and open communication around and involvement with claims management and resolution.

F. Proposer Personnel Requirements
   1. Account Manager
      a. MSBSD requires that an account manager be assigned to the account to oversee claims handling and act as a primary contact.
      b. The account manager will, among other things, be the liaison between the proposer and the Risk Management team.
      c. The account manager will have overall responsibility for compliance with claim handling in accordance with Alaska Statutes.
      d. The account manager will provide data requested for the annual Excess Workers' Compensation audit and Application for Certificate of Self-Insurance for the State of Alaska Division of Workers' Compensation.
      e. The account manager will facilitate changes that become necessary in the program, either at the MSBSD's discretion or to achieve compliance with new state requirements.
      f. The account manager will be empowered to make recommendations, correct problems and introduce new methods to the account as necessary and fitting.
      g. The MSBSD must be able to reach the proposer's account manager and adjuster by toll-free phone number.
      h. The proposer must have 24-hour emergency claim reporting capabilities.
   2. Adjusters
      a. MSBSD requires that at least one primary adjuster and one additional dedicated time-loss adjuster be assigned to the account.
      b. MSBSD requires that the primary claims adjuster be assigned to all MSBSD indemnity (time-loss) claims and a qualified adjuster be assigned to general liability, including bodily injury or property loss, claims.
      c. Backup adjuster(s) must be familiar with account requirements and act as necessary in the primary adjuster's absence.
      d. Medical-Only and Incident-Only claims may be assigned to a technician under the oversight and in close communication with the primary adjuster.

G. Communications
   1. MSBSD requires immediate response to claims involving death, overnight hospitalization, paralyzing/spinal cord injuries, amputations, head injuries, and multiple injuries due to one incident.
   2. Electronic communications with members of the MSBSD Risk Management offices are acceptable under secure networks. Electronic communications must allow recipients to save email, correspondence, and email content and must allow recipients the ability to print attachments, email, correspondence, and email content.
   3. MSBSD requires notification of claims when reserves are set or increased to over $25,000.
   4. Monthly loss-run reports should be provided to the MSBSD no later than five (5) business days after the last day of the prior month.
   5. Loss-run data should include open claims, and all current fiscal year claims both open and closed. Additionally, current fiscal year claim and expense data should be provided monthly in Excel format.
   6. For time loss claims, a claim summary report will be provided to the MSBSD every 60 days. For all other claims and medical only, claim summary report will be provided every 90 days.
   7. Claim review meetings conducted by the account manager and the primary claims adjuster will be expected to occur quarterly. Meetings will occur at the District Administration Offices located at 501 N Gulkana St. Palmer, AK 99645 or online. The proposer's travel time and presentation time will not be charged to the MSBSD for these meetings.

H. Claims Handling and Management
   1. All claims must be entered into the TPA claims system within one (1) business day for medical-only and time-loss unless proposer is able to provide a claim number prior to entry, in which case the requirement is within three (3) business days. All claims must be indexed, at a minimum, bi-annually.
   2. MSBSD reserves the right to direct all litigation and pre-approve selection and use of attorneys and their fee structures. Subrogation rights cannot be waived without MSBSD's approval. No claims information will be shared with outside attorneys without the consent of the MSBSD.
   3. No settlement of claims may be made without the consent of the MSBSD.
   4. The use of Independent Medical Examinations (IMEs) and other medical management should be identified by a qualified claims adjuster. However, MSBSD may request these activities at any time as allowable by law.
   5. MSBSD expects aggressive pursuit of all methods for reducing claim cost and/or improving claim outcome. However, all legal, subrogation, medical management, expert witnesses, rehab specialists, etc., must be approved by MSBSD.
   6. Ongoing communication and collaboration between nurse case managers and claim representatives are vital. Nurse case managers are expected to regularly share updates on patient progress and treatment plans, addressing any concerns regarding treatment delays or complications.
   7. MSBSD requires its TPA to report claims to excess carriers. This includes initial reports and ongoing status reports based on carrier requirements.

I. Quality Control
   1. Proposer will be required to maintain and retain files electronically. Files should be kept to federal and state record keeping standards but for no less than ten (10) years and ensure the strictest security/confidentiality of partner medical data.
   2. Proposer must adhere to present and future legal requirements as mutually agreed upon and contractually defined. All phone conversations, discussions and meetings held on cases will be clearly documented in the file record. This can be a computerized system as long as it is producible and transferable to the client in written or compatible electronic file type. Immediately upon termination of TPA agreement, all such records and other

data shall be furnished without additional charge to MSBSD in a format agreeable to same.

3. The proposer agrees to stand behind its personal identity information protection protocols and to indemnify MSBSD for escape or release of personal identity information.
4. The proposer agrees to assume financial responsibility for any penalties incurred due to proposer-generated error, oversight, or tardiness as it relates to MSBSD claims.
5. The proposer must produce files for review by MSBSD or their representative within two (2) business days of request. All claim files are the property of MSBSD.
6. The proposer shall immediately deliver to MSBSD any and all data and records held by the proposer pursuant to this agreement upon request and will not destroy any paper or electronic claim files without the express approval of MSBSD. Closed claim files will be kept for a minimum of ten (10) years by the TPA.
7. The non-disclosure obligations of proposer and its authorized representatives regarding the information contained in the customer data shall survive termination of the agreement between the parties.

J. Risk Management Information Systems (RMIS)

1. MSBSD requires sophisticated RMIS capabilities for electronic management of, and access to, claims information. MSBSD must be able to access claims information online from their offices in real time. MSBSD must be able to download loss runs and detailed claims information on demand. All data is the property of MSBSD.
2. MSBSD requires that claims be coded according to location (site codes), department, job title, type of injury and other key indicators.
3. MSBSD requires monthly loss runs showing, at a minimum:
   a. Claimant name, age, date of hire
   b. Date of loss and date of reporting
   c. Body Part, Nature, and Cause of Injury
   d. Brief description of injury mechanism
   e. Claim number and open/closed status
   f. Total current claim value
   g. Payments made to date and current reserves in
      i. Medical payments
      ii. Indemnity
      iii. Legal expense
      iv. Miscellaneous expenses and fees
      v. Subrogation recovery
   h. Class code, location/department code, and job title
4. Electronic versions allowing spreadsheet, database, or delimited text file download are required.

K. Loss Funding

1. The TPA will establish a loss trust (or similar) account for the purposes of issuing all claims payments on behalf of the MSBSD. This also includes issuance of payments to the State of Alaska for various fees and expenses associated with the MSBSD's self-insurance status and reporting.
2. MSBSD requires a weekly accounting of claim payments and expenses paid from the loss trust account. Such reports are due to MSBSD Risk Management and Finance Departments no later than 10:00 am Alaska time each Monday morning. This information should be provided in Excel format.
3. On the first business day of the month, a listing of cash disbursements for the prior month shall be sent to the MSBSD Finance and Risk Management Departments.
4. The proposer must agree to notify MSBSD representative(s) within twenty-four (24) hours of issuing any check in the amount of five thousand dollars ($5,000.00) or more. MSBSD requires third-party signatures on checks greater than or equal to five thousand dollars ($5,000.00).

5. COST

All costs associated with the scope herein should be identified on the form provided in Attachment C: Cost Proposal Form. Costs identified shall be firm for the life of any resulting contract(s) and shall be inclusive of all costs (labor, materials, administration/overhead, profit, etc.) necessary to carry out the work described above and detailed in Attachment C: Cost Proposal.

6. SUBMITTAL REQUIREMENTS

All proposals must include the following items, as a minimum, or the proposal may be considered non-responsive. Before submitting a proposal, please check the Purchasing section of the MSBSD website at http://www.matsuk12.us/bids for any additional information or addenda that may have been issued.

The original and six (6) copies of the narrative proposal must be submitted and clearly marked. Proposer must also provide a USB drive with a PDF copy of the narrative proposal. The cost proposal should be submitted separately as outlined in subsection (F) below.

The proposal shall include, at minimum, the following:

A. Signature Page: Request for Proposal signature page signed by responsible party.

B. Introduction and Executive Summary:
   1. Provide a brief description of your firm, including history, organizational structure, ownership structure, number of employees, and number of years in business. Include any information that may be of value to the MSBSD in evaluating your firm's qualifications.
   2. Briefly describe the services and activities that your firm proposes to provide to the MSBSD, including the overall approach to the tasks described in the Scope of Services.
   3. Describe the assignment of work within your firm's work team and with any proposed joint venture or subcontractor arrangements, including the overall approach to managing resources and output.
   4. Provide the name, address, phone, fax number and e-mail addresses of the person or persons to be used as contacts.

C. Qualifications and References: Provide information on your or your firm's qualifications and references, to include but not be limited to the following:
   1. Firm History and Background
      Describe your firm's corporate background and experience. At minimum, proposers must address the following information:
      a. General information about the firm's organization, including date established, corporate office location, and ownership interests.
      b. Identification of active business venues (counties, states, etc.)
      c. General description of staff composition and organization.
   2. Firm Experience and Customer References
      The proposer must provide a description of providing workers' compensation and general liability claims adjusting and management services for school districts or for similar organizations whose needs and size are comparable to those of MSBSD. In addition to a description of experience, the proposer must describe its current customer base and include references as follows:
      a. Provide at least three (3) references from current and three (3) references from former customers, with two (2) references from organizations within Alaska. References should include the following for each customer:
         i. Name of organization
         ii. Location of organization (city/county, state)
         iii. Nature of services provided
         iv. Duration of relationship
         v. Contact name, phone number, and email address

b. Provide a full listing of customers that have engaged the firm's services in the last year. References should include the following for each customer:
    i. Name of organization
    ii. Location of organization (city/county, state)
    iii. Nature of services provided

D. Service Approach: Describe your firm's approach to the requirements of the scope of services. Provide information on your or your firm's understanding of the MSBSD's needs and approach to be used, to include but not be limited to the following:
1. Service Team Organization/Staffing
    a. The proposer must provide an organizational chart of their proposed team.
    b. Detail the average case load of all adjusters in your firm, and the average turnover for adjusters in your firm.
    c. The proposer must identify the staff and other resources available to the MSBSD, including a description of any of the firm's partnerships or affiliations that could be leveraged to add value to the services being provided.
    d. The proposer must define the roles and responsibilities of each of its assigned staff. Include all back up adjusters, support staff, and technicians that work under the oversight of the primary adjuster. In addition, provide resumes of each staff member. Resumes should include work history related to providing claims management services.
    e. Please include the number of backup adjusters included in your proposal and detail the experience and qualifications of the primary and backup claims adjusters you propose to assign to this account.
    f. The proposer must describe in detail any work to be carried out by subcontractors.
2. Service Implementation Plan
    a. The proposer will be responsible for the development and maintenance of a detailed plan for service start up. This must include, but is not limited to, the identification of all phases, stages, and tasks and the respective start dates, duration of tasks and dependencies of tasks, milestones, deliverable due dates, and responsible party.
    b. The proposer should clearly outline services that are included within any fee per claim and what types of claims/activities generate additional fees or time and expense charges. Full disclosure is required for all financial arrangements with subcontractors which the proposer is recommending provide services on the MSBSD's claims. This includes any revenue sharing agreements or wholesale agreements.
    c. The proposer should describe the process for transferring open claims at the onset of the contract term.
    d. The proposer must address the following MSBSD-identified milestones:
        i. Contract start date of June 15, 2025
        ii. Current claims transferred by July 1, 2025
        iii. Full service effective July 1, 2025
3. Service Risk, Change and Issue Management
    a. The proposer must describe its approach to managing service risk, change, and issues that may arise. Description should include specific approach to identification, communication, and resolution of such events.
4. Communication
    a. The proposer must describe how the firm would ensure quality and timeliness of communication with the MSBSD, including:
        i. The proposed communication methods and timelines to ensure the MSBSD is apprised of important information, including claims that require immediate response outlined in section 4(F), Communication.
        ii. Email capabilities and security measures.
        iii. The proposed reporting measures are used to ensure quality assurance is being maintained and provided to the MSBSD.
        iv. The process for identifying claims that are carrier reportable.
        v. Include a sample of all reports outlined in section 4(F), Communication.

5. Overall Service Methodology

The proposer must discuss the proposed approach to meeting scope requirements identified in section (3), General Requirements, including:

a. Collaboration
   i. The proposer must describe the firm's approach to collaboration with the MSBSD Risk Management and Finance departments to ensure continuity of claim management and resolution.

b. Claims Handling and Management
   i. The proposer must detail the firm's strategy for claims handling and management including but not limited to the following:
      (i) Claims entry and acknowledgement procedures.
      (ii) Contact procedures after a claim has been received: claimant, employer, medical provider, witnesses within 24 hours, medium of contact.
      (iii) Claims reserving philosophy and scope and frequency of case review.
      (iv) Philosophy in attorney assignment to claims, including names of primary attorneys and firms that proposer works with frequently.
      (v) Philosophy in the use of IMEs.
      (vi) Process for identifying claim management specialty services.
      (vii) How injured employees are directed to medical providers by the triage nurse if treatment is deemed necessary.
      (viii) Procedure for nurse case managers to reference and compare treatment and disability to duration guidelines.
      (ix) Protocols for ongoing communication and collaboration between nurse case managers and claim representatives. Describe what optimum collaboration looks like.

c. Quality Control
   i. The proposer must describe the firm's quality control practices, including but not limited to the following:
      (i) Suggestions to measure program improvements and outcomes.
      (ii) Benchmarking available to allow MSBSD to compare its own data/outcomes year over year, as well as compare its data/outcomes to your book of business.
      (iii) How the account manager will work with MSBSD to understand issues, cost drivers and outcomes, and the support the account manager has in conducting analytics.
      (iv) Outcome-based performance guarantee metrics suggested for MSBSD's program.

d. RMIS System
   i. The proposer must provide a comprehensive description of the firm's RMIS system including but not limited to the following:
      (i) Client-access capabilities and training of your RMIS system.
      (ii) RMIS capabilities for claim coding.
      (iii) The form in which your data is available and software required to access or run it.
      (iv) Loss prevention and data security provisions.

e. Loss Funding
   i. The proposer must describe the firm's approach to loss funding including but not limited to the following:
      (i) Loss payment account options.
      (ii) Financial protections for the client and reconciliation process.

f. Other Services and Features
   i. The proposer must describe services offered that augment or compliment claims management services such as loss prevention, industrial hygiene, employee and management training, and physical demands job analysis.

E. Resumes: Provide resumes for key personnel as described in subsection (D) of this section.

F. Sealed Cost Proposal: Cost proposal should be submitted in a separate sealed envelope within the larger, original sealed proposal. Only one copy of the cost proposal is desired. Do not submit cost information in the electronic copy of the proposal documents. Cost proposal should be submitted on the form provided in Attachment C: Cost Proposal.

G. Addendum Acknowledgement: Appendix 1, Addendum Acknowledgement, fully executed and signed.

H. Non-Collusion Certificate: Appendix 2, Non-Collusion Certificate, fully executed and signed.

I. Evidence of Insurance: Provide Evidence of Insurance as required in the RFP documents and Appendix 3.

J. Vendor Paperwork: Appendix 4, Vendor Paperwork, fully executed.

K. Proposed Subcontractors and Suppliers: Appendix 5, Proposed Subcontractors and Suppliers List filled out (if applicable).

L. Licenses: Provide copies of State of Alaska business license and all other licenses, certificates, or permits required by city, borough, state and federal law as applicable.

7. CONTRACT TERM

The term of any contract resulting from this solicitation shall be for a three (3) year period beginning June 15, 2025, and ending on June 30, 2028. The MSBSD reserves the right to renew the contract for two (2) additional one (1) year terms, upon mutual written agreement between the MSBSD and the selected proposer. The MSBSD may exercise this option by giving written notice to the selected proposer prior to the expiration of the then-existing term, if it is found to be in the MSBSD's best interest.

8. CONTRACT MANAGEMENT

At the commencement of any resulting contract, the MSBSD and the successful proposer shall each designate a contract administrator. Such persons shall be each respective party's single point of contact for purposes of management of the contract. The proposer's contract administrator shall assume responsibility for the coordination of all contract issues under the contract.

9. SUBCONTRACTORS

If the proposed solution includes subcontractors, proposer must provide a detailed explanation of the work to be done and complete Appendix 5, Proposed Subcontractors and Suppliers List. Subcontractors must comply with all licensing, indemnity, insurance limits, and insurance requirements imposed on the proposer.

10. PERSONNEL

A. Conduct:

1. The selected proposer will assure that each of its employees adheres to all applicable rules and regulations of the district and exhibits conduct that is appropriate to working in a public school environment.
2. The selected proposer will assure that each of its employees adheres to the terms of any contract arising from this solicitation, particularly those related to data security, confidentiality, and disclosure.
3. The selected proposer shall prohibit its employees from personal use of MSBSD property and resources including, but not limited to, telephones, computers, printers/copiers, equipment, and supplies.

B. District right to approve, reject, or remove from district service contract employees:
   1. The MSBSD reserves the right to approve, reject, or require the selected proposer to remove from MSBSD service any of the selected proposer's personnel as provided in this contract.
   2. The MSBSD, in its sole discretion, may require the selected proposer to remove from MSBSD service any employee the MSBSD deems harmful to children, unsafe, incompetent, careless, or otherwise objectionable within the scope and purpose of the contract requirements. The selected proposer shall remove the employee from active status with the MSBSD immediately.
   3. The selected proposer agrees to take appropriate disciplinary or corrective action against an employee if the MSBSD's contract administrator deems the employee's performance to be of concern and that the employee is likely to cause the selected proposer to breach the contract.
   4. The selected proposer shall enter into no contract or arrangement with any employee, person, group, or organization which shall in any way interfere with the selected proposer's ability to comply with the MSBSD's right to request disciplinary or corrective action against an employee or to reject or remove from MSBSD service selected proposer's staff to the maximum extent allowed by law.
   5. Habitual employment by the selected proposer of unacceptable employees who are removed may result in a partial or complete termination of this contract, at the MSBSD's sole discretion.

C. Selected proposer's right to remove employees from district service: Nothing contained in this contract shall impair the contractor's right to remove or suspend from MSBSD service an employee for unsatisfactory performance or for other grounds.

ATTACHMENT B:
EVALUATION CRITERIA

1. GENERAL

An Evaluation Committee will be selected by the Matanuska-Susitna Borough School District (MSBSD) to review the proposals.

2. NARRATIVE PROPOSAL SCORING

The total score of all below criteria combined will dictate the ranking of proposals. Each proposal will be evaluated based on the criteria provided below.

Outstanding	1.0 – 0.9	The proposal far exceeds expectations, is very desirable, and has an excellent probability of success.
Excellent	0.8 – 0.7	The proposal exceeds the requirements of the criterion, demonstrates a high level of competence, and has a very good probability of success.
Good	0.6 – 0.5	The proposal meets the requirements of the criterion, achieves all objectives in a reasonable fashion, and has a good probability of success.
Fair	0.4 – 0.3	The proposal adequately meets most of the requirements of the criterion, but may be lacking in some areas which are not critical, and has a reasonable probability of success.
Poor	0.2 – 0.1	The proposal addresses some, but not all, of the requirements of the criterion to the minimum acceptable level, falls short of expectations, is lacking in some areas which are critical, and has a low probability of success.
Unsatisfactory	0	The proposal does not meet the requirements of the criterion, and the approach has no or very low probability of success.

The maximum weight (score) for each criterion is provided in the rubric below. The evaluation system is based on a maximum score of 500 points. Calculated points will be rounded to the nearest tenth of a point.

EXAMPLE: Firm A receives a score of 0.6 (Good) on the Introduction and Executive Summary criterion. Firm A's weighted score for that item would be:

20 points maximum x 0.6 score = 12.0 points

For the purposes of evaluation, a rating of "Good" or "Fair" shall be considered a baseline rating. Ratings outside of this range shall be justified by the evaluator.

In evaluating proposals, factors such as overall experience relative to the proposed contract, quality of work, control of cost, and ability to meet schedules may be considered. Evaluators may also contact listed references or other persons with knowledge of a proposer's past performance in order to make determinations.

3. COST PROPOSAL SCORING

In addition to a narrative proposal, the proposer shall prepare a cost proposal for the work to be performed. The cost proposal should be submitted in a separate sealed envelope. Cost proposals shall be scored using the following formula, which assigns the full point value to the least-cost proposal:

Maximum points available x (Lowest Price Received / Proposer's Price)

EXAMPLE: Firm A proposes $60,000; Firm B proposes $75,000; and Firm C proposes $80,000.

Firm A: (150 points maximum x ($60,000/$60,000)) = 150.0 points
Firm B: (150 points maximum x ($60,000/$75,000)) = 120.0 points
Firm C: (150 points maximum x ($60,000/$80,000)) = 112.5 points

4. EVALUATION CRITERIA

The final evaluation scores will be based on the following criteria and point system:

EVALUATION CRITERIA	MAXIMUM POINTS	SCORE	WEIGHTED SCORE
NARRATIVE PROPOSAL			
INTRODUCTION AND EXECUTIVE SUMMARY			
This criterion reflects the extent to which the proposal addresses, in a professional and well-organized manner, the services and activities the firm proposes to provide, including the overall approach to the tasks described in the scope of service.	15		
FIRM QUALIFICATIONS & REFERENCES			
Firm History and Background: The firm must have a background and history that substantiates its stated ability to perform the services as required by the scope. (Demonstrate this qualification by describing the firm's background and its capacity to meet the needs of the MSBSD.)	20		
Firm Experience and Customer References: The firm must have experience in performing work for other clients of comparable size and complexity. (Demonstrate this qualification by describing such experience and providing references that include the nature of services provided for each.)	35		
SERVICE APPROACH			
Service Team Organization/Staffing: The firm must have a viable approach to staffing. (Demonstrate this qualification by describing the assignment of work within the firm's team and with any proposed subcontractor arrangements, including the overall approach to managing resources and output.)	50		
Service Implementation Plan: The firm must have a viable approach to the tasks and schedule required for implementation. (Demonstrate this qualification by providing the firm's detailed work plan that achieves the milestone dates set forth by the MSBSD.)	20		

Service Risk, Change, and Issue Management: The firm must have a viable approach to manage unexpected events in the course of the service. (Demonstrate this qualification by describing the firm's plan for handling such events, including identification, communication, and resolution.)	20		
Communication: The firm must provide an overview of methods in which information will be provided to MSBSD. (Demonstrate this qualification by describing the firm's communication plan, including methods and timelines.)	40		
Overall Service Methodology: Discuss the proposed approach to the recruitment process and screening methods. (Demonstrate this qualification by discussing the proposed approach to meeting the MSBSD's requirements as outlined in the General Requirements of the Scope of Services.)	100		
SUBTOTAL	**300**		
COST PROPOSAL	**200**		
TOTAL SCORE	**500**		

ATTACHMENT C:
COST PROPOSAL FORM

COST PROPOSAL				
Item No.	**Proposal Item**	**Rate**	**Est. Qty.**	**Extended Amount**
1	New Incident Only Claim	$_____/ea	60	$_____
2	Incident Only to Medical Only Conversion	$_____/ea	5	$_____
3	New Medical Only Claim	$_____/ea	60	$_____
4	Medical Only to Lost Time Conversion	$_____/ea	18	$_____
5	New Lost Time Claim	$_____/ea	20	$_____
6	Continuing Lost Time Claim	$_____/ea	325	$_____
7	General Liability Claims	$_____/hr	20	$_____
	TOTAL ANNUAL COST			**$_____**

*All quantities are estimates only and are to be used as a basis for uniform comparison of proposals only. The MSBSD does not guarantee a minimum or maximum amount on any one item.

UNIT COSTS		
Item No.	**Proposal Item**	**Amount**
A	Additional Investigations	$_____/hour
B	Additional Investigations Outside Business Hours	$_____/hour
C	Medical Billing Audits	$_____/hour
D	Other (please describe) _____	$_____
F	Other (please describe) _____	$_____

The undersigned hereby further proposes to furnish all services, including labor, supplies, and supervision necessary to provide **Claims Management Services** to the MSBSD in full accordance with the Request for Proposal documents:

_____
Company Name

_____
Authorized Signature Printed Name Date

APPENDIX 1:
ADDENDUM ACKNOWLEDGEMENT

Please sign below to acknowledge receipt of all addenda. Return this form with your bid packet. Failure to acknowledge receipt of addenda may result in a determination of your proposal as non-responsive.

If no addenda have been issued, please indicate "NONE" below.

Addendum No.	Receipt Acknowledged (Signature)	Date

APPENDIX 2:
NON-COLLUSION CERTIFICATE

The bidder certifies that:

1. The prices in this offer have been arrived at independently and neither the bidder nor any representatives of the bidder has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm, or person relating to:
   - Those prices;
   - The intention to submit an offer; or
   - The methods or factors used to calculate the prices offered.

2. The prices in this offer have not and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before contract award unless otherwise required by law.

3. No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

_____
Signature

_____
Printed Name

_____
Title

_____
Business Name

_____
Date

APPENDIX 3:
INSURANCE REQUIREMENT FOR CONTRACTORS

It is highly recommended that contractors and subcontractors confer with their respective insurance companies or brokers to determine if their insurance program complies with the Matanuska-Susitna Borough School District's (MSBSD) insurance requirements.

The contractor and subcontractors shall procure and maintain in force at all times during the term of this agreement, and at its own cost, the following insurance policies required hereunder. Failure to furnish proper evidence of insurance, or the lapse of insurance required under the provisions of the contract, may be grounds for termination.

The insurance companies shall be rated no less than A-7 by AM Best rating service. MSBSD reserves the right to review and revise any of the following insurance requirements, based on insurance market conditions, availability or affordability of coverage, or changes within the scope of work that applies to this contract. In addition, the MSBSD reserves the right to reject any insurance policies that fail to meet the criteria listed within this section, or insurance carriers that are in poor financial condition or become in poor financial condition during the term of this contract.

The Policies of insurance required shall include the following:

1. **WORKERS' COMPENSATION INSURANCE:**
   Workers' Compensation Insurance in compliance with the laws of the State of Alaska (or state of origin), with Statutory Limits, and Employers' Liability insurance with a limit no less than $500,000 per accident for bodily injury or disease, and any other coverage that may apply to work performed by employees in this agreement and any project hereunder.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE:**
   The contractors and subcontractors shall procure and maintain during the life of this agreement, Commercial General Liability Insurance on a "per occurrence" basis with limits of liability not less than $1,000,000 combined single limit bodily injury & property damage, $1,000,000 personal injury, $1,000,000 aggregate. Coverage shall include the following extensions: A) Contractual Liability; and B) Products and Completed Operations.

3. **CYBER LIABILITY / TECHNOLOGY PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:**
   Contractors and subcontractors shall procure and maintain a Cyber Liability and/or Technology Professional Liability Errors and Omissions Insurance appropriate to the contractor/subcontractor's profession and work hereunder, in an amount of not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the contractor/subcontractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of Matanuska-Susitna Borough School District (MSBSD) in the care, custody, or control of the contractor/subcontractor. Insurance must be maintained and evidence of insurance must be provided for the entire duration that MSBSD data is retained and for at least one (1) year after the data is deleted.

4. **EXCESS LIABILITY INSURANCE:**
   Contractors and subcontractors shall procure and maintain during the life of this agreement, Excess Liability insurance with a limit of liability not less than $1,000,000 per occurrence or claim, and $1,000,000 policy aggregate.

5. **BUSINESS AUTOMOBILE / MOTOR VEHICLE LIABILITY:**
   The contractors and subcontractors shall procure and maintain during the life of this agreement, Motor Vehicle Liability Insurance with limits of liability of not less than $1,000,000 per occurrence combined single limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

6. **ADDITIONAL INSURED:**
   The following shall be listed as an Additional Insured on each policy listed except Workers' Compensation, Professional Liability, and Errors & Omissions: the Matanuska-Susitna Borough School District including all agents, assigns, subsidiaries, subcontractors, employees, and volunteers of the MSBSD.

7. **INDEMNIFICATION AND HOLD HARMLESS:**
Each party shall indemnify, defend, and hold harmless the other party from and against any claim of, or liability for, negligent acts, errors, and omissions of the other party under this agreement. However, a party is not required to indemnify, defend, or hold harmless the other party for a claim of, or liability for, the independent negligent acts, errors, and omissions of the other party. If there is a claim of, or liability for, a joint negligent act, error, or omission of both parties, the indemnification, defense, and hold harmless obligations of this provision shall be apportioned on a comparative fault basis.

8. **CANCELLATION NOTICE:**
All insurance policies, as described above, shall include an endorsement stating the following: "thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: MSBSD, Attn: Purchasing Department, 690 Cope Industrial Way, Palmer, AK 99645.

9. **WAIVER OF SUBROGATION:**
The insurer shall agree to waive all rights of subrogation against the District, its Administrators, officers, officials, employees and volunteers for losses arising from work performed by the Contractor or any of its subcontractors for the District.

10. **CERTIFICATES OF INSURANCE:**
The contractors and subcontractors shall provide the MSBSD two (2) Certificates of Insurance and/or copies of policies acceptable to the MSBSD for the coverage's listed herein at the time the agreements are returned for execution.

11. **CONTINUATION OF COVERAGE:**
If any of the above coverage expires during the term of this agreement, the contractors and subcontractors shall deliver renewal certificates of insurance and/or policies to the MSBSD at least ten (10) days prior to the expiration date.

The duties required under this appendix shall survive the termination or expiration of this agreement.

APPENDIX 4:
VENDOR PAPERWORK

Please complete this form in its entirety. Any applicable supplemental documents can be attached as needed. A W-9, available at www.irs.gov/uac/about-form-w9, must be submitted with this form or the application will be denied.

Please check one: ☐ New Vendor Application ☐ Vendor Update/Change

Vendor Legal Name		EIN or SSN	
Operating Name (DBA)			
Vendor Mailing Address			
City, State, Zip Code			
Vendor Remit-To Address			
City, State, Zip Code			
Vendor Contact Name			
Contact E-mail Address		Phone #	
Vendor Website URL		Fax #	

Describe the services, materials, and/or equipment to be provided:

How long have you been in business providing these services, materials, and/or equipment?

Describe any special instructions for shipping to Alaska:

Do you accept Purchase Orders (POs)? ☐ Yes ☐ No

How to you prefer to receive POs? ☐ Email ☐ Fax ☐ Mail

What is your preferred method of payment? ☐ EFT ☐ Check

Do you provide services to the public? ☐ Yes ☐ No

Do you have a current Business License? ☐ Yes ☐ No License # State

Do you have a State of AK Business License? ☐ Yes ☐ No License #

Do you have a Mat-Su Business License? ☐ Yes ☐ No License #

Are you currently an MSBSD employee? ☐ Yes* ☐ No **Stop. Complete a Conflict of Interest Affidavit.*

Are you related to an MSBSD employee? ☐ Yes* ☐ No **Stop. MSBSD employee must complete a Conflict of Interest Affidavit.*

Do you have employees? ☐ Yes* ☐ No **Do you carry Worker's Compensation insurance? ☐ Yes ☐ No*

Upon request, can you provide three (3) references from individuals/companies you have served? ☐ Yes ☐ No

Authorized Agent Signature (Required) Date Printed Name and Title

Purchasing Department Use Only: Approved? ☐ Yes ☐ No* Vendor #

W-9 Attached? ☐ Yes ☐ No Approved/Denied By

Pre-Pay? ☐ Yes ☐ No *Reason for Denial

Sent to Acctg.: Alt. Vendor # Alt. Vendor Name

APPENDIX 5:
PROPOSED SUBCONTRACTORS AND SUPPLIERS LIST

NOTE: Please return this with your bid, if applicable. Put an "X" in the right columns indicating if the company is a sub-contractor or a supplier.

#	ITEM	CONTRACTOR NAME, ADDRESS, & E-MAIL	SUB	SUP
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

_____
Signature

_____
Company Name

_____
Date