Texas School for the Blind and Visually Impaired

REQUEST FOR PROPOSALS

RFP No. #771-2018-1
THIRD-PARTY MEDICAID BILLING PROVIDER

Posting Date: June 9, 2017
NIGP CLASS ITEM(s): 946-10

- Proposal Due Date: Sealed Proposals must be received by:
  Monday, July 10, 2017

- Proposal Due Time: 1:00 pm (Central Time in Austin, Texas)

- Return to:
  Texas School for the Blind and Visually Impaired Attention:
  Cyrenna B. Villegas
  1100 West 45th Street
  Austin, TX 78756

- THIS IS A FORMAL Request for Proposal –
  -FAXED/EMAILED RESPONSES WILL NOT BE ACCEPTED
  -SEALED PROPOSALS MUST REFERENCE RFP#, NAME OF COMPANY, ADDRESS AND RFP TITLE ON THE OUTSIDE OF THE ENVELOPE
  -READ THROUGHLY. Failure to provide the required information with the response may disqualify the response from consideration for award. REFERENCE PARAGRAPH 4. PROPOSAL SUBMISSION CONTENT.
REQUEST FOR PROPOSAL # 771-2018-1

Texas School for the Blind and Visually Impaired, hereafter referred to as TSBVI is soliciting PROPOSALS for **Third-Party Medicaid Billing Provider** as per enclosed specifications. All items are to meet all requirements or have the same specifications. All deviations from the specifications must be clearly illustrated and duly noted on the PROPOSAL form. If additional space is needed please reference it and submit additional documentation. The proposal must be received by no later than, **Monday, July 10, 2017, at 1:00 PM.** An agreement will be executed per the specifications of the proposal between TSBVI and the winning Vendor/Supplier. All vendors will be notified in writing of the final decision.

<table>
<thead>
<tr>
<th>REQUIRED VENDOR DATA &amp; INFORMATION</th>
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<tbody>
<tr>
<td>COMPANY NAME:</td>
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<td>CONTACT PERSON:</td>
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<td>CITY/SATE/ZIP:</td>
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1. INTRODUCTION
TSBVI, a special public school and state agency in the continuum of statewide placements for students who have a visual impairment is seeking a Third-Party Medicaid Billing Provider to provide Medicaid SHARS services.

The system would be used to manage SHARS Medicaid billing and administration for approximately 150-160 full time students. An award of an agreement for the period of one (1) year with the option to extend renewal for three (3) one (1) year terms. Renewals will be at TSBVI’s sole option.

All costs incurred by the proposer in preparation of a response, quotation or proposal shall be borne by the proposer. No contract shall be construed to exist of formed unless all necessary parties sign a written contract. **TSBVI RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO SOLICIT ADDITIONAL PROPOSALS IF THAT IS DETERMINED TO BE IN THE BEST INTEREST OF THE SCHOOL.**

2. SCOPE AND SPECIFICATIONS
TSBVI is seeking a qualified Third-Party Medicaid Billing Provider to provide Medicaid SHARS. Proposers must have proven experience and expertise in developing and implementing a direct service SHARS program with a working knowledge of Medicaid rate structures, timelines, regulations, etc. in agency/ISD of a comparable size to TSBVI within the state of Texas as well as provide support in the following:

**ADMINISTRATIVE SUPPORT**
A. Assist with data entry for SHARS claims as requested by TSBVI.
B. Submit student information on a minimum of a monthly basis to Texas Medicaid and Healthcare Partnership, hereafter known as TMHP, for electronic eligibility match.
C. Support in the process of tracking parental consents for SHARS billing.
D. Full customer service available during regular CENTRAL TIME (CT) business hours of 8 am- 5pm Monday through Friday.
E. Assist with calculating Direct Medical Services Individualized Education Program (IEP) Ratio to include:
   1) Total Number of Medicaid Students with IEPs requiring direct medical services and
   2) Total Number of Students with IEPs requiring direct medical services for the SHARS Cost Report as requested by TSBVI
F. Monitor and track Occupational Therapy (OT) and Physical Therapy (PT) referrals for compliance.
G. Assist with Medicaid enrollment as requested by TSBVI.
H. Maintain full support in the event of any internal or external audit, including conducting practice audits, providing documentation of processed claims and writing necessary reports.
I. Provide and agree to furnish all TSBVI billing and related data as requested by TSBVI.
J. Provide ongoing review of district SHARS program and advice to maximize documentation of provided Medicaid services and related billing.

**BILLING**
A. Submit SHARS Medicaid billing to TMHP on behalf of TSBVI on a minimum of a monthly basis. If required by TMHP or Health and Human Services commission, hereafter known as HHSC, enroll and be approved as a Third Party Billing Vendor prior to submitting claims on behalf of TSBVI.
B. Tracking and reconciliation of paid claims to TMHP, including follow up on claim denials, holds, and resubmission of improperly rejected or denied claims.
C. Possess an internal systemic capacity of validating all SHARS requirements for billing to include—but not limited to:
   a) Parental consent to bill
   b) Existence of a current Individualized Educational Plan (IEP) that authorizes the frequency and duration of school health and related services
   c) Verification of licensure and certifications for all service providers
   d) Verification of prescription for services provided to students
   e) Medicaid eligibility at different times of the year
   f) Proper documentation on SHARS
LEGISLATIVE/OTHER COMPLIANCE
A. Must be fully versed in legal requirements of Office of the Inspector General, Texas Education Agency, Texas Health and Human Services Commission, Centers for Medicare and Medicaid Services, hereafter known as CMS, and/or any other state or federal agencies governing SHARS program and services.
B. Must be able to comply at all times with all requirements (and any revisions of such) set forth by the HHSC, CMS and any other state, local or federal agency governing the SHARS program and services (including documentation requirements).
C. Support and monitoring to ensure that TSBVI is fully compliant with any and all requirements set forth by the Texas Education Agency (TEA) and Texas Health and Human Services Commission (HHSC) regarding the School Health and Related Services (SHARS) program. This must include but is not limited to provider procedures outlined in the most current Texas Medicaid and Health Care Partnership (TMHP) Medicaid Provider Procedure Manual and any revisions or amendments thereto.
D. Review and interpret, and provide TSBVI staff with updates and training on all current SHARS-related release rules and regulations.
E. Comply with any and all federal and state guidelines concerning issues of confidentiality of student information, including but not limited to the Federal Education Rights and Privacy Act (FERPA).
F. The Vendor represents and warrants that the technology provided to TSBVI is in compliance with the State of Texas accessibility requirements for electronic and information resources as specified in 1 Texas Administrative Code Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. The Vendor shall provide TSBVI with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product or service accessibility information is available from the General Services Administration 'Buy Accessible Wizard.' Vendors not listed with the 'Buy Accessible Wizard' or supplying a URL to their VPAT must provide TSBVI a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the 'Buy Accessible Wizard' or VPAT is located at http://www.section508.gov. REFERENCE Item 3. General Information C. UNIFORM EIR ACCESSIBILITY
G. Maintain a reliable archive of claims, additional SHARS documents, and other information stored in either hardcopy or digitally in the vendor’s system. Provide documents upon request by TSBVI and comply with federal and state guidelines in regards to document retention guidelines.

REPORTING
A. Must provide a copy of the services or reports to complete the annual SHARS cost report.
B. Ability for TSBVI to create or run district-specific reports at any time, such as monthly eligibility lists, tracking provider participation, reimbursements and other financial reports.
C. Provide full support in managing the Random Moment Time Study (RMTS), including but not limited to: quarterly Participant List review and certification; monitoring and reporting any employees who have not completed their sample moment; monitoring and providing mandatory RMTS staff training.

TECHNICAL
A. Must have the capacity to fully implement all aspects of the SHARS reimbursement services within the time frame established by TSBVI.
B. Provide a secure, web-based Medicaid claim entry system integrated with Frontline (formerly eSTAR) special education system. This would allow for related services session logs and personal care documentation to be imported from eSPED into the Medicaid billing system.
C. Utilization of electronic signatures for all SHARS billing providers, including related services and personal care providers in accordance with federal and legal guidelines.
TRAINING
A. Provide unlimited, customized, relevant on site education and training to TSBVI personnel as needed to ensure legal compliance and efficient claim processing.
B. Provide access to webinar and on-demand, online video training sessions.

3. GENERAL INFORMATION
A. The district’s current SHAR/MAC billing vendor is Texas Association of School Boards, Inc. through the SMART program.
B. The current fee the vendor is charging for SHARS interim reimbursements, SHARS cost is percent (6%).
C. UNIFORM EIR ACCESSIBILITY
   (a) Applicability.
   This section applies if the contract requires the Contractor to procure or develop Electronic and Information Resources (EIR) for TSBVI, or to change any of TSBVI’s EIR. This section also applies if the contract requires the Contractor to perform a service or provide a product that, to a significant extent, requires the use of EIR in the performance of the service or furnishing of the product. At a minimum, a product or service will be regarded as requiring the use of EIR ‘to a significant extent’ if state employees are required or permitted to have direct or indirect access to the EIR. Products or services will also be regarded as requiring the use of EIR ‘to a significant extent’ if members of the public who are seeking information or other services from the agency are required or permitted to have direct or indirect access to the EIR.

   This section does not apply to incidental uses of EIR in the performance of a contract, unless the EIR will become property of the state or will be used by the TSBVI agency’s Client/Recipient after completion of the contract.

   Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a product.
   (b) Definitions.

   2. "Electronic and Information Resources" means information resources, including information resources technologies, and any equipment or interconnected system of equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes, but is not limited to, telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

   3. "Electronic and Information Resources Accessibility Standards" means the accessibility standards for electronic and information resources contained in Volume 1 Texas Administrative Code Chapter 213.


   5. "Products" means information resources technologies that are, or are related to, EIR.

   (c) Accessibility Requirements.
State statute requires state agencies to procure Products that comply with the Accessibility Standards when such Products are available in the commercial marketplace or when such Products are developed in response to a procurement solicitation. Accordingly, CONTRACTOR must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

(d) Evaluation, Testing and Monitoring.

1. TSBVI may review, test, evaluate and monitor CONTRACTOR’s Products and associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing.

Neither (1) the review, testing (including acceptance testing), evaluation or monitoring of any Product, nor (2) the absence of such review, testing, evaluation or monitoring, will result in a waiver of the State’s right to contest the CONTRACTOR’S assertion of compliance with the Accessibility Standards

2. CONTRACTOR agrees to cooperate fully and provide TSBVI and its representatives timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing and monitoring

1. Representations and Warranties.

1. CONTRACTOR represents and warrants that: (i) as of the effective date of the contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the contract, unless and to the extent the Parties otherwise expressly agree in writing; and (ii) if the Products will be in the custody of the state or an TSBVI client or recipient after the contract expiration or termination, the Products will continue to comply with such Accessibility Standards after the expiration or termination of the contract term, unless TSBVI uses the Products in a manner that renders it noncompliant.

2. In the event CONTRACTOR should have known, becomes aware, or is notified that the Product and associated documentation and technical support do not comply with the Accessibility Standards, CONTRACTOR represents and warrants that it will, in a timely manner and at no cost to TSBVI, perform all necessary steps to satisfy the Accessibility Standards, including but not limited to remediation, replacement, and upgrading of the Product, or providing a suitable substitute.

3. CONTRACTOR acknowledges and agrees that these representations and warranties are essential inducements on which TSBVI relies in awarding this contract.

4. CONTRACTOR’s representations and warranties under this subsection will survive the termination or expiration of the contract and will remain in full force and effect throughout the useful life of the Product.

(f) Remedy.

In the event of a breach of CONTRACTOR’s representations and warranties, CONTRACTOR will be liable for direct and consequential damages and any other remedies to which TSBVI may be entitled.
4. **PROPOSAL SUBMISSION CONTENT**

In order to be considered compliant, VENDOR must submit one (1) original, and four copies of their proposal. Original is to be clearly marked. Proposal must be assembled in the order as specified below, with pages marked by title, as appropriate. All items MUST be responded to, with no exceptions. **Failure to provide the required information with the response may disqualify the response from consideration for award.** Respondent’s Proposal must be true and correct and must contain no cause for claim of omission or error. Proposals may be withdrawn in writing at any time prior to the submittal deadline.

COVER LETTER- At a minimum, the ‘Required Vendor Data & Information’ sheet found on page 2 of this RFP should be included.

**PROPOSAL/ STATEMENT OF WORK AND DEMONSTRATION REQUESTS**

- Provide a compensation and fee schedule for initial term and subsequent renewals for each product/service to be performed in response to this RFP, including an estimated maximum amount. Proposed prices or discounts offered may be considered the Respondent’s most favored Customer pricing. However, TSBVI reserves the right to negotiate pricing. In the event that the Contractor offers or provides a decrease in price or an increase in discount to its customers for the same commodities or services, under the same terms and conditions Contractor must provide the same to TSBVI.
- Specifications including implementation and data migration timeline, and any other relevant information regarding the specified proposal.
- Must provide a software demonstration that illustrates the use of your Medicaid Billing systems which includes sample of reports generated. Please submit a link to your software demo.

**ADDITIONAL DOCUMENTS:**

a. Copy of any current purchasing cooperative that you have been awarded.

b. Proof of insurance – At minimum Umbrella/Excess Liability Minimum limit: $1,000,000 per Occurrence with Texas School for the Blind and Visually Impaired named as certificate holder. Customer will maintain the required insurance during the initial contract term and any renewal period exercised.

c. References - Offeror shall provide THREE (3) references identifying satisfaction in performance within the last FIVE (5) years. The references may be from either an Independent School District on their letterhead or a Texas state agency. The business name, a contact person, telephone number and a brief description of all services provided are required for each reference. Failure to submit the information may result in the offer being considered as non-responsive. Offeror, by furnishing these references, agrees to allow TSBVI to contact any persons and/or organizations listed, and to utilize information obtained in evaluation of offer. References may not include currently employed personnel.

The following BLANK forms (with exception of W9) are attached and require completion and return with items a-d above:

d. Questionnaire to Determine Principal Place of Business

e. Prohibition on Lobbying or Solicitation Acknowledgement Form

f. New Vendor Information Sheet

g. Completed and signed IRS W-9 form (blank is not provided)
h. Form CIQ (Conflict of Interest Questionnaire)
i. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
   • Instructions on next page

j. Model SB9 Contractor Certification Form

k. Proposal Acknowledgement Form and Statement of Non Collusion
5. QUESTIONS
   A. Submit questions to Procurement@tsbvi.edu. Subject line to read – RFP 771-2018-1 Question
   B. All questions are to be submitted by Friday June 23, 2017 by 3:00 pm. Responses will be posted within two
      business days thereafter.
   C. Respondents must reference the appropriate RFP page and section number in its questions, and must
      submit them by the deadline set forth in GENERAL INFORMATION- Proposed Schedule. However, TSBVI,
      in its sole discretion, may respond to questions received after the deadline. TSBVI’s responses to questions
      will be posted to the ESBD and to the TSBVI Internet.
   D. All questions submitted to TSBVI must include the identity of the sender, the sender’s title, company name,
      mailing address, telephone number, and facsimile number or e-mail address, as applicable.
   E. TSBVI reserves the right to amend answers prior to the Proposal submission deadline.
   F. Only answers that TSBVI provides in writing are official. Information in any form other than the materials
      constituting this RFP, the Question and Answer Document, and any RFP addendum is not binding on
      TSBVI.
   G. Respondents must notify TSBVI of any ambiguity, conflict, discrepancy, exclusionary specification,
      omission, or other error in the RFP in the manner required and by the deadline for submitting questions. If a
      Respondent fails to notify TSBVI of such issues, Respondent submits its Proposal at its own risk, and if
      awarded a Contract: (1) waives any claim of error or ambiguity in the RFP or resulting Contract, (2) will not
      contest TSBVI’s interpretation of such provision(s), and (3) is not entitled to additional compensation, relief,
      or time by reason of ambiguity, error, or later correction.

6. EVALUATION
   Proposals will be evaluated by TSBVI employees and possibly by other non-TSBVI employees who may be
   invited to assist as evaluators.

   Each evaluated proposal will be reviewed and scored according to the table set out below

   Criteria -To determine the award of this proposer, TSBVI shall consider the following but not limited:

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<th>CRITERIA</th>
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<tr>
<td>FINANCIAL PROPOSAL, i.e.</td>
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<tr>
<td>-Price/Discount</td>
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<tr>
<td>-Long term cost</td>
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<tr>
<td>PROPOSED PLAN</td>
<td>30</td>
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<tr>
<td>CONTRACTORS CAPABILITIES, i.e</td>
<td>30</td>
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<tr>
<td>-Electronic billing abilities and ease of program use</td>
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<tr>
<td>-Customer service procedures to include the ability to meet the needs of TSBVI and training requirements</td>
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<tr>
<td>-Consideration of location of vendor’s principal place of business and/or ability to meet face to face with TSBVI personnel</td>
<td></td>
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<tr>
<td>-Measures in place to ensure compliance with laws governing Medicaid billing</td>
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<tr>
<td>MANAGEMENT AND REPORTS CAPABILITIES, i.e.</td>
<td>25</td>
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<td>-Ability to interface with requested additional applications</td>
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<tr>
<td>-Ability to provide timely reports and accurate data as requested</td>
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<tr>
<td>Total Points</td>
<td>100</td>
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8
GENERAL INFORMATION

1. Point-of-Contact

Respondents must direct all inquiries and communications concerning this RFP to the Point-of-Contact listed below.

Failure to comply with these requirements and communications with anyone other than the Point-of Contact without express prior approval may result in disqualification of a response.

Respondents may not use this e-mail address for submission of a response. Follow the instructions outlined in Section 4 for proper submission.

Cyrenna B. Villegas CTPM, CTCM
512-206-9205
E-mail: villegasc@tsbvi.edu

After award of any Contract resulting from this RFP, all requests for Contract changes and all communications relating to the Contract will be processed through the TSBVI Procurement Office

2. RFP FORM. The Request for Proposal forms may be obtained beginning June 9, 2017 from the Procurement Department:

Cyrenna B Villegas, Procurement Manager
1100 West 45th Street
Austin, TX 78756
Phone: (512) 206-9205
Email: villegasc@tsbvi.edu
Online at: www.TSBVI.edu

3. PROPOSED SCHEDULE - This is a proposed schedule and is subject to revision or change by TSBVI.

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<th>EVENT</th>
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<tbody>
<tr>
<td>ESBD Posting Date</td>
<td>June 9, 2017</td>
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<tr>
<td>CMBL Members</td>
<td>June 9, 2017</td>
</tr>
<tr>
<td>TSBVI Internet posting</td>
<td>June 9, 2017</td>
</tr>
<tr>
<td>Deadline for submitting questions</td>
<td>June 23, 2017</td>
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<tr>
<td>Official response to questions</td>
<td>June 28, 2017 or as soon thereafter as practical</td>
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Answers to questions will be provided through an Addendum, posted on the ESBD and on the TSBVI Internet

PROPOSAL/RESPONSE DATE/TIME. Proposals received after the date and time will not be considered for award

Date: July 10, 2017
Time: 1:00PM Central Time

RECOMMENDATION OF AWARD August 1, 2017
TSBVI will post any amendment to this solicitation as an addendum on the ESBD and TSBVI Internet. Interested parties are responsible for periodically checking the ESBD for updates to the RFP prior to submitting a Proposal.

Respondent’s failure to check the ESBD will in no way release the selected Contractor(s) from the requirements of “addenda or additional information” nor will any resulting additional costs to meet requirements be allowed after award(s).

AWARD NOTICE- If the RFP is awarded, TSBVI will issue a notice of award to the successful Respondent in response to this RFP. However, there is no guarantee that an award or any Contract will result from this solicitation.

4. TERMS AND CONDITIONS

A. No Lobbying. No firm submitting a Statement of Qualifications shall lobby, contact or solicit School campus staff members or members of the Board during the selection process. Any questions or concerns about the RFP or requests for clarification shall be directed to the School District contact persons listed in the RFP.

B. Criminal History/Felony Conviction Notice. TSBVI reserves the right to require any of the firm’s representative or employees who will performing services at the School District subject to a criminal history check and shall not have a criminal history which is objectionable to TSBVI. The firm selected shall submit appropriate information to the School District in compliance with Section 22.081 et seq., Texas Education Code. Note: If this is a publicly-held company, you may select No, does not apply.

C. Debarment and Suspension. TSBVI cannot enter into a contract with any company that has been debarred or suspended under the terms of Executive Order 12549. “Debarment and Suspension.” As describe in the Federal Register Rules and Regulations, when using Federal Funds. This applies to all subcontractors as well. Should the organization become suspended or debarred during the term of the agreement, immediate notification is required.

D. Conflict of Interest. Conflict of Interest Questionnaire (Form CIQ) is required to be submitted by vendor or other person doing business with local government entity in accordance with Chapter 176, Local Government Code. Please acknowledge that there are no known conflicts of interest with the local government officer.

E. Background Checks/Criminal History. TSBVI reserves the right to require additional background checks of identified personnel performing work in any projects or services where direct contact with staff and students may occur. The cost of required background checks will be the responsibility of the successful vendor. TSBVI reserves the right to conduct the background checks at its expense by the third part or other solution in order to assure itself of a thorough background check and Criminal background check. Awarded vendor shall submit appropriate information to TSBVI in compliance with Section 22.081 et.seq. Texas Education code regarding criminal history of its employees who will have contact with students.

F. Non-Collusion Statement. Affirming that you are duly authorized to execute this contract, that this company, corporation or firm has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by the employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

G. Non-Appropriations Clause. The award of this contract is dependent on the availability and/or appropriation of funding. In the event that funds do not become available or are not appropriated, the contract may be terminated or the scope amended. A thirty (30) day notice will be given to the Vendor, and there shall be no penalty or removal charges incurred by the TSBVI.

H. Right to Reject. TSBVI reserves the right to reject any and all Request for Proposals, to negotiate portions thereof, and to waive any informality or mistake in Request for Proposal.’
I. **Negotiations/Interviews.** TSBVI reserves the right to enter into negotiations with any of the offerors submitting Request for Proposals and to schedule interviews with administrative staff and/or Board members as the TSBVI deems appropriate.

5. **PROCEDURES FOR SUBMITTING REQUEST FOR PROPOSAL.** All Request for Proposals shall be submitted with an original and four copies by mail or hand delivery addressed to:

Cyrenna B Villegas,
Procurement Manager
Texas School for the Blind and Visually Impaired
1100 West 45th Street
Austin, TX 78756

Hours of delivery- 8:00 am- 4:00 pm Monday through Friday. If hand delivering to campus, you must make prearrangements with Cyrenna B. Villegas. Cyrenna will PROPERLY receive your proposal response.

a. **Deadline for Submission.** Request for Proposals must be received no later than Monday, July 10 at 1:00pm. Request for Proposals received after that date and time will not be considered. The Request for Proposals must bear the following notation:

   **RFP# 771-2018-1 Third-Party Medicaid Provider**

6. **Waiver of Formalities and Other Matters.** TSBVI reserves the right to waive any formalities, technicalities or deadlines, and to reject any or all proposals. TSBVI also reserves the right to verify the accuracy and completeness of all response by utilizing any information available to TSBVI without regard to whether such information appears in the proposal. By submitting a proposal, each vendor agrees to waive any claim it has or may have against TSBVI, its trustees, agents, and employees, and any persons or entities contacted as references, arising out of or in connection with the review, evaluation or recommendation of any Request for Proposal, the acceptance or rejection of any proposal, the waiver of any requirements in the proposal, and any complaints or concerns regarding the award of contract.
**GENERAL INFORMATION**

Legal Name of Business: ____________________________

Street Address

Post Office Box (if any) or mailing address if different from above: ____________________________

City: ___________________ State: ___________________ Zip: ___________________

Email: ___________________ Contact #: ___________________ FAX: ___________________

Nature of Business (architect, engineer, general contractor, etc): ____________________________

**TYPE OF BUSINESS ORGANIZATION (Check one)**

- [ ] Sole Proprietorship
- [ ] Corporation
- [ ] Partnership (general or limited)
- [ ] Limited Liability
- [ ] Other Legal Entity Define: ____________________________

**QUESTIONS RELATED TO PRINCIPAL PLACE OF BUSINESS**

In what state is your principal place of business?: ____________________________

In what state, if any, is your business incorporated?: ____________________________

If business is a corporation, furnish the name and address of the agent for services:

Is your business authorized to do business under the laws of the State of Texas?: Yes or No

Do you transact business in more than one state? Yes or No

- If so, list all states in which you transact business:

- In what state are the majority of your activities conducted? ____________________________

List the total gross sales of your business within the last two calendar years. $ ____________________________

In what state does your business earn the largest percentage of its revenues? ____________________________

What percentage is earned in Texas? ____________________________

In what State is the largest percentage of the capital? ____________________________

- Assets of your business located?

- What percentage is located in Texas? ____________________________

Give the address of your general office where centralized control of your business is conducted ____________________________

In what State does the largest percentage of full-time equivalent employees of your business reside permanently? ____________________________

What percentage resided permanently in Texas? ____________________________

How many full-time equivalent employee reside permanently in Texas? ____________________________

Give the name and residential address (es) of the officer (s), sole proprietor or partners of your business. ____________________________

**OWNER OR OFFICER**  PRINTED TITLE

PRINTED NAME  DATE
FELONY CONVICTION NOTICE

Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a) states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in conviction. The district must compensate the person or business entity for services performed before the termination of the contract. This notice is not required of a publicly-held corporation (Please CHECK APPROPRIATE BOX below and COMPLETE BOTH SIGNATURE BLOCKS)

Company’s Name:___________________________________________________________

Authorized Company Official’s Name (printed)________________________________

  o My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.

  o My firm is not owned nor operated by anyone who has been convicted of a felony.

  o My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

    Name of Felon(s):__________________________________________________________
    Details of Conviction(s):_________________________________________________
    _________________________________________________________________________
    _________________________________________________________________________

Signature of Company Official:________________________________________________
PROHIBITION ON LOBBYING OR SOLICITATION ACKNOWLEDGEMENT FORM

TSBVI prohibits lobbying, contacting or soliciting School Campus staff members or members of the Board during the selection process. This does not include any attendance at any meeting scheduled by the School such as a pre-bid conference, or any contact with the Chief Financial Officer or General Counsel for the purpose of obtaining clarification regarding any of the procedures or requirements. TSBVI reserves the right to disqualify any firm that violates this policy.

The undersigned acknowledges this policy and certifies that all employees, agents, consultants, or representatives of the representing firm have not or will not contact, solicit, or lobby School campus staff members, members of the Board regarding the above mention solicitation from the date of authorization to solicit proposals through final action of this solicitation by the Procurement Department.

________________________________________
Firm Name

________________________________________
Name of Representative

________________________________________
Title of Representative

________________________________________
Signature of Representative

___________
Date
NEW VENDOR INFORMATION SHEET PACKAGE

ALL ITEMS ON THIS FORM NEED TO BE COMPLETED IN ORDER FOR A NEW VENDOR TO BE PROCESSED AND APPROVED.

COMPLETE VENDOR NAME AS IT APPEARS ON W-9: ________________________________

ADDRESS: ________________________________________________________________

CITY, STATE, & ZIP: _______________________________________________________

TELEPHONE: ______________________________________________________________

VENDOR CONTACT EMAIL ADDRESS: _________________________________________

ACCOUNTS RECEIVABLE EMAIL ADDRESS: _________________________________

WEBSITE: ________________________________________________________________

SERVICES PROVIDING: ______________________________________________________

PURCHASING COOPERATIVE / STATE CONTRACT: ______________________________

CHECK BOX IF REMIT TO ADDRESS IS THE SAME AS ABOVE; IF NOT PLEASE PROVIDE THE CORRECT REMIT TO ADDRESS BELOW: ___YES______ NO

COMPLETE VENDOR NAME: _________________________________________________

ADDRESS: ________________________________________________________________

CITY, STATE, & ZIP: _______________________________________________________

TELEPHONE: ______________________________________________________________

EMAIL ADDRESS: _________________________________________________________

WEBSITE: ________________________________________________________________
### CONFLICT OF INTEREST QUESTIONNAIRE

**For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

<table>
<thead>
<tr>
<th>1</th>
<th>Name of person who has a business relationship with local governmental entity.</th>
</tr>
</thead>
</table>

2.Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

<table>
<thead>
<tr>
<th>3</th>
<th>Name of local government officer with whom filer has employment or business relationship.</th>
</tr>
</thead>
</table>

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

- [ ] Yes
- [ ] No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

- [ ] Yes
- [ ] No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

- [ ] Yes
- [ ] No

D. Describe each employment or business relationship with the local government officer named in this section.

<table>
<thead>
<tr>
<th>4</th>
<th>Signature of person doing business with the governmental entity</th>
<th>Date</th>
</tr>
</thead>
</table>

Adopted 06/29/2007
Certification Regarding Debarment, Suspension and other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (B, of this certification; arid)

   d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Business Name

Date

Typed Name & Title of Authorized Representative

Signature of Authorized Representative
INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.


5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntarily Exclusion—Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
Dear Vendor:

Texas Education Code Chapter 22 requires contractors to obtain criminal history record information regarding covered employees and certify to the District that they have done so.

Please complete the attached forms and return them to our office as soon as possible. Your cooperation and prompt attention in this matter are greatly appreciated.

Sincerely,

Cyrenna B. Villegas
Procurement Manager
Introduction: Texas Education Code Chapter 22 requires an independent contractor who provides services to a school district to submit to a criminal history review if the independent contractor will have continuing duties related to the contracted services and direct student contact. Each independent contractor must certify to the District that the contractor has complied.

The district may not obtain criminal histories for individual independent contractors: The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at (512) 424-2474.

A covered independent contractor with a disqualifying criminal history is prohibited from serving at a school district. The following offenses are disqualifying: (1) a conviction or other criminal history information designed by the District; (2) a felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code § 21.060, including an offense listed at 19Tex. Admin. Code § 249.16; or (3) one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; (c) an equivalent offense under federal law or laws of another state.

I certifies to TSBVI that I have obtained all required criminal history record information regarding myself through the Texas Department of Public Safety's Fingerprint-based Applicant Clearinghouse of Texas (FACT). I further certify that I do not have a disqualifying criminal history. I agree to notify the TSBVI in writing within 3 business days if I am

I agree to provide TSBVI, upon request, my full name and any other requested information so that the TSBVI may obtain my criminal history record information. I understand that TSBVI may terminate my services at any time if TSBVI determines, at its sole discretion, that my criminal history is not acceptable.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature: __________________________ Date: ________________
PROPOSAL ACKNOWLEDGEMENT FORM AND STATEMENT OF NON-COLLUSION

The undersigned affirms that they are duly authorized to execute this contract, that the company, corporation, firm, partnership, or individual has not prepared this RFP/RFQ in collusion with any other vendor, and that the contents of this RFP/RFQ as to prices, terms, or conditions of said RFP/RFQ has not been communicated by the undersigned nor by any other employee or agent to any other person engaged in this type of business prior to the official opening of this RFP/RFQ.

Vendor by signing this contract hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex.Bus. & Com. Code, Section 15.01. et seq.

The enclosed proposal is submitted in accordance with all instructions, specifications, definitions, conditions and contract provisions contained herein

________________________________________  __________________________________________
Company Name  Authorized Name

________________________________________  __________________________________________
Manual Signature  Address

________________________________________  __________________________________________
City/State/Zip Code  Phone #

________________________________________  __________________________________________
Fax #  Email