

**IRVING INDEPENDENT SCHOOL DISTRICT**  
**PURCHASING DEPARTMENT**  
2621 West Airport Freeway                      IRVING, TX 75062  
PHONE: (972) 215-5440                      FAX: (972) 215-5442

This is NOT AN ORDER. It is an invitation to bid or propose.

**Request for Competitive Sealed Proposals - CSP #09-41 Third Party Administrator for SHARS**

Please RESPOND on the following not later than 2:00 PM, July 2, 2009.

SUBMIT ONE ORIGINAL AND TWO COPIES OF BID.

Mark outside of **sealed envelope** **CSP #09-41 Third Party Administrator for SHARS**

This proposal will open at 2:00 PM, July 2, 2009 and deliver to the Purchasing Office address at the top of this form or mail to:

MAIL TO:  
Rick Powell, Director of Purchasing  
Irving ISD  
P.O. Box 152637  
Irving, TX 75015-2637

OR DELIVER TO:  
  
2621 West Airport Freeway  
Irving, TX 75062

Any submissions of information or documents to Irving ISD (District) pursuant to this bid or proposal is deemed public information by the District unless the Director of Purchasing of the District is otherwise noticed in writing and responds to vendor in writing receiving said notice. In determining the award of contracts, the District shall consider factors in accordance with Section 44 Texas Education Code. The right is reserved to accept or reject each item separately or as a whole.

Any reference within the following pages of this document to bid, Request for Proposal (RFP), Competitive Sealed Proposal (CSP) are used interchangeably as the legal method of procurement listed at the top of this page one of the document. It is the vendor's responsibility to check the District website for any addenda posted for this Request for Competitive Sealed Proposals.

**IRVING INDEPENDENT SCHOOL DISTRICT**

By: 

Richard Powell, Director of Purchasing  
[rpowell@irvingisd.net](mailto:rpowell@irvingisd.net)

\_\_\_\_\_  
You are representing to Irving ISD that you are authorized to submit this proposal by signing below.

Proposal submitted: (Circle one) YES                      OR                      NO BID

Company Name: \_\_\_\_\_

Signature of authorized representative \_\_\_\_\_ Date \_\_\_\_\_

Printed name \_\_\_\_\_ Email \_\_\_\_\_

Phone (        ) \_\_\_\_\_ Fax (        ) \_\_\_\_\_

Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Bidder certifies that the company complies with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations.

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**SPECIFICATIONS FOR  
MEDICAID CLAIM PROCESSING SERVICE**

**SCOPE OF WORK:**

The Irving Independent School District is requesting competitive sealed proposals (CSP) for the processing of School Health and Related Services (SHARS) Medicaid Claims including providing training for district personnel in SHARS Medicaid Claims processing and technical consultation. The estimated annual SHARS Medicaid Claims totals more than \$500,000.00

**SPECIFIC TERMS AND CONDITIONS:**

1. This contract will be awarded to one vendor as determined to be the best value to Irving Independent School District. Irving Independent School District reserves the right to negotiate with any or all respondents and accept or reject any and/or all proposals, to waive any informalities and/or irregularities and to award in the best interest of the School District.
2. Length of Contract: All responses to this RFP shall be for a one (1) year agreement between the District and the provider with four (4) successive one (1) year extensions, based on the long-range needs of the District and mutual consent of both parties not to exceed five years total. The term of this agreement will be for the 2009-2010 school year through August 31, 2010. Extension renewals shall be at the same terms and conditions or terms and conditions that are more advantageous to Irving ISD
3. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract.
4. Timetable:
  - Receive and open proposals 2:00 PM, July 2, 2009
  - Anticipated Board approval July 20, 2009
5. **Communications:** The deadline for questions about this proposal will be 12:00 p.m. (noon), June 30, 2009. The District will not respond to questions received after this time and date. Although every effort has been made to provide accurate and up-to-date information, vendors should email or fax the Purchasing Department with any questions. Response to questions will be posted in the form of an addendum to this RFP on the Purchasing website <http://www.irvingisd.net/purchasing/bids.htm> .

**The vendors will be responsible for checking the website for any posted addenda.**

**All vendor communications must be directed in writing via fax or email to:**

Richard Powell, Director of Purchasing  
2621 West Airport Freeway  
Irving, TX 75062-6020  
Phone-(972) 215-5440  
Fax – (972) 215-5442  
E-Mail – [rpowell@irvingisd.net](mailto:rpowell@irvingisd.net)

**Request for Competitive Sealed Proposals - CSP #09-41 Third Party Administrator for SHARS**

6. **Deadline for Submittal:** We must receive your sealed response to this RFP by 2:00 PM, July 2, 2009. Proposals received after this time and date will not be considered. The District is not responsible for unmarked or improperly marked envelopes.

**The District is not responsible for Proposals delivered after the scheduled deadline due to the mail system.**

The time and date recorded in the Purchasing Office shall be the official time of receipt.

**The District will not accept faxed/e-mailed Proposals.**

7. Contract shall be put into effect by means of a Notice to Proceed after proposal has been accepted by the Board of Trustees. This Request for Competitive Sealed Proposals and vendors proposal will be incorporated into the approving resolution by reference. If contractor requires any agreement other than the terms and conditions of this RFP and proposal, **a draft agreement shall be provided with the proposal.**

8. Transfer of contracts by seller is prohibited without written approval of the Irving ISD Board of Trustees or their designee, the Superintendent of Schools.

9. All invoices must be submitted to:

Irving ISD  
Attn: Accounts Payable  
PO Box 152637  
Irving, TX 75015-2637

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**10. References:**

Please provide three (3) references, preferably from school districts in the DFW area, which have used your services within the last three years. Additional references may be required. Schools with more than 10,000 student enrollment are preferred.

Reference #1

School District \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Email if available \_\_\_\_\_

Reference #2

School District \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Email if available \_\_\_\_\_

Reference #3

School District \_\_\_\_\_

Contact Name \_\_\_\_\_

Telephone Number \_\_\_\_\_ Email if available \_\_\_\_\_

**Request for Competitive Sealed Proposals - CSP #09-41 Third Party Administrator for SHARS**

**SPECIFICATIONS:**

1. **Contract and Other Agreements:** If an additional agreement is required, it must be submitted with the proposal. Is an additional agreement required to contract for services with your company?

CIRCLE ONE: NO YES

(If yes provide hard copy) A electronic copy will be required from awarded vendor.

The District's legal counsel will review, and modify as necessary, the documents/agreements to comply with Texas State Laws and District Policies.

2. Based on the student data submitted by Irving Independent School District, the awarded vendor shall conduct and complete monthly analyses to determine the number of children and youth within the jurisdiction of the School District who are eligible to receive medical assistance within the contemplation of the Medicaid Act. The Vendor shall provide a written monthly report of its findings to Irving ISD upon completion of said analysis.

3. Vendor shall develop and implement a training program, in cooperation with the District or its designee, for personnel involved in the implementation of the services contemplated within the scope of this Agreement. Vendor agrees to provide subsequent training to personnel upon written request of the District or its designee. Training should also be provided on the SHARS Annual Cash Report.

4. Vendor shall serve as billing agent for IISD to file and process claims to the Texas Health and Human Services Commission (HHSC) for whom voluntary consent forms have been obtained, for reimbursement of school health and related services provided by the District's professionals to eligible students within the jurisdiction of the District.

5. Vendor shall prepare claim forms for reimbursement for health care and/or related services provided by IISD professionals to eligible children and youth within the jurisdiction of the School District. Claims information prepared by the vendor shall be in the form required by HHSC and in accordance with the Center for Medicaid and Medicare Services (CMS) rules. Costs related to filing and processing said claims shall be paid by the vendor. Vendor should also document progress and intent to utilize an electronic billing system.

6. Vendor shall submit claims to Medicaid for whom voluntary consent forms, when required, have been obtained by IISD for payment of health care and/or related services provided by the School District to eligible children and youth.

7. Vendor shall provide IISD throughout the school year, service history and utilization written reports. Said reports shall include, but not be limited to, information by student, service provider, and service type. Reports should also provide such data to the District to allow for an estimation of potential revenue.

8. The School District shall provide vendor with information about children and youth within the jurisdiction of the School District who are receiving related services subject to the requirements of the Family Education Rights and Privacy Act (FERPA).

9. The vendor shall serve as a liaison between the District and the HHSC and the TMHP.

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10. The School District shall provide school health care and related services as defined under State and Federal laws and regulations pertaining to the education of children and youth within the jurisdiction of the School District.

11. The School District shall furnish vendor with the name and provider specialty or professional certificate number of each such professional. The School District shall update this information when necessary. Said updates shall include additions to or deletions from this professional list.

12. Fees charged to Medicaid for health care and/or related services provided by the School District under the terms of this Agreement shall be in accordance with the fee structure for reimbursement established by the agency providing reimbursement.

13. The Superintendent of the School District, or his/her designee, shall submit to the vendor such information as may be required to file a claim to Medicaid for such services delivered to eligible children and youth within the jurisdiction of the School District. Said information shall be provided on a form designated by the vendor which shall include, but not be limited to the following information: the student's name, student identification number, type of services, and diagnosis of a physician or the appropriate professional. It should also include dates of service, insurance procedure codes, and signature of the professional delivering the services.

14. The School District shall provide assurance to vendor that:

- (A) All information provided, or otherwise supplied to vendor for the purpose of claiming such reimbursement, shall be true and correct;
- (B) That the school system has a right to file such claims as documented;
- (C) That the submission of claims through vendor pursuant to this Agreement will not be knowingly in violation of any law or contract to which the School District is a party; and
- (D) That neither the School District nor its employees shall submit claims to Medicaid except through vendor during the term of this Agreement.

The School District shall provide electronic copies of Remittance and Status Reports from the Texas Medicaid and Healthcare Partnership to the vendor upon receipt of said reports.

16. The vendor shall retain all claims and session notes pertaining to SHARS Medicaid billing for eight (8) years.

17. The vendor must outline the methodology for retention, archiving and security of the District's SHARS data.

18. Reimbursements from Medicaid shall be made directly to IISD.

19. Your pricing should be a percentage of Medicaid proceeds received by IISD.

20. Please complete the following:

a. Year company was established: \_\_\_\_\_

b. Number of years in this industry: \_\_\_\_\_

c. Do you have a full-time customer-training representative?

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- d. How many employees are designated to provide technical consulting at your company?
- e. What are the hours of operation for your technical consulting department?
- f. How many employees are designated to provide customer support at your company?
- g. What are the hours of operation for your customer support department?

21. Table "A" -

Data sampling of 4 Districts currently served by your company.

District Name	Student Enrollment	Special Education Enrollment	2006 -2007 Reimbursement	2007 -02008 Reimbursement	2008 - 2009 Reimbursement

22. Provide the Vendor contact information for the following:

**Main Contact Name:** \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Fax: \_\_\_\_\_

**Invoicing Contact Name:** \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Fax: \_\_\_\_\_

**PRICING:**

Percentage of Medicaid Proceeds to be charged to Irving ISD. \_\_\_\_\_%

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**EXCEPTIONS TO SPECIFICATIONS:** (use attached sheets if necessary)

**ANY EXCEPTIONS MUST BE SUBMITTED IN WRITING TO BE INCLUDED IN THE AWARDED CONTRACT.**

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**EVALUATION CRITERIA FOR**

**Request for Competitive Sealed Proposals - CSP #09-41 Third Party Administrator for SHARS**

Proposal will be evaluated based on the following criteria: The district has considered the following factors required by Texas Education Code sec. 44 and has determined the following weights will be placed on each as follows:

Proposals are evaluated on a scale of 1 to 10 and weights applied to the score to determine the scaled score of each criterion, and then all scaled scores are added for each proposal to determine the total scaled score.

1. 30% - The purchase price; (Total costs charged to the District for the service as a percentage of claims filed and the evaluation of information in Table "A")
2. 10 % - The reputation of the vendor and of the vendor's goods or services; (must provide references for district to evaluate, preferably K- 12 schools with student enrollment of at least 10,000 in DFW/Texas area)
3. 5 % - The quality of the vendor's goods or services; (Subjective opinion of district staff based on proposal, e.g. reporting and training schedules)
4. 25 % - The extent to which the goods or services meet the district's needs; (Objective determination of District staff based on proposal response and other available internal and external information)
5. 15 % - The vendor's past relationship with the district; (District's objective evaluation based on prior services rendered or other experience district has had with vendor)
6. 1 % - The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses; (If the vendor's proposal hinders the District's ability to comply with requirements, the vendor will receive lowest score, if it does not hinder the District's ability to comply with requirements, the vendor will receive the maximum score)
7. 5 % - The total long-term cost to the district to acquire the vendor's goods or services. (The extent to which the District must provide staff and services that will increase our total cost for the program when compared to other vendor's proposals.)
8. 9 % - Any other relevant factor determined necessary by District - Methodology for retention, archiving and security of the District's SHARS data (District will evaluate the effectiveness of the proposed plan)

The expiration date of the contract may also be extended for a period agreed to by both parties, not to exceed six months.  
All contracts, agreements or any other business affairs with the Irving Independent School District, Irving Texas shall be construed according to the laws of the State of Texas and have venue in a court of competent jurisdiction in Dallas County, Texas.

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**NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the Bidder certifies that:

- a) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
  - b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
  - c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
  - d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.
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**Texas Education Code Section 44.034.**  
**Notification of Criminal History of Contractor**

a) 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.

Vendor response (MUST initial): negative \_\_\_\_\_ or see attached information \_\_\_\_\_

b) 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 the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

c) **This section does not apply to a publicly held corporation.** Initial if (c) applies \_\_\_\_\_

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**If awarded under this document, vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws and regulations related to the performance of services or supply of goods to Irving ISD.    yes \_\_\_\_\_ no \_\_\_\_\_**

**Signature below certifies accuracy of answers to all sections on this page.**

Authorized Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Company Name \_\_\_\_\_

Telephone Number (        ) \_\_\_\_\_ Date \_\_\_\_\_

**PAYMENT TERMS**

Irving ISD pays net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251.

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**VISITOR REGISTRY SYSTEM**

Pursuant to Section 38.022 of the Texas Education code, vendors must present a valid state or government-issued photo ID before access into the school is granted. This ID will be scanned into a registered sex offender database; any vendor found to be an offender will be denied access into the school. Local law enforcement will be contacted should this occur.

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**EPCNT**

Irving ISD encourages vendors to check yes to the EPCNT clause because other schools can buy with our bid under the same terms. This streamlines the public purchasing process and cuts costs to the public. It also keeps vendors from having to answer multiple bids for many school districts for the same product(s) or services, thereby saving the vendors resources. Do not check yes if doing so would be detrimental to Irving ISD pricing, terms or conditions in your response.

Approximately 56 school districts in the area have formed, through an inter-local agreement, the Educational Purchasing Cooperative of North Texas (EPCNT). You may learn about EPCNT at <http://www.epcnt.com/>. Should any of these entities decide to participate in this bid, would you (the vendor) agree to extend your offer to all member school districts? Terms and conditions and pricing must be the same as for Irving ISD.

\_\_\_\_\_ NO, \_\_\_\_\_ YES

If vendor checks yes, the following will apply:

Terms and conditions and pricing will be the same as Irving ISD. Members and participants of the EPCNT will be eligible, but not obligated, to purchase materials/services under the contract awarded as a result of this solicitation. All purchases by members and participants other than the Irving ISD will be billed directly to that entity and paid by that entity. Irving ISD will not be responsible for another entity's debts. Each governmental entity will order its own materials/services as needed.

**Signature below certifies authorizes EPCNT participation for this offer by the responding vendor.**

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Company Name \_\_\_\_\_ Date \_\_\_\_\_

**TO BE SIGNED AND RETURNED**

**CERTIFICATE OF RESIDENCY**

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary for the Irving ISD to determine the residency of its offerors. In part, this law reads as follows:

Section: 2252.001

- (3) 'Non-resident bidder' refers to a person who is not a resident.
- (4) 'Resident bidder' refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

I certify that \_\_\_\_\_  
(Name of Company Bidding)

is, under Section: 2252.001 (3) and (4), a

\_\_\_\_\_ Resident Bidder      \_\_\_\_\_ Non-resident Bidder

My principal place of business under Tex. Gov't Code, Section: 2252.001 (3) and (4), is in the city of \_\_\_\_\_ in the state of \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Company Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Texas Education Code Chapter 22 Contractor Certification for Contractor Employees**

**Introduction:** Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

**Definitions: Covered employees:** Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

**Disqualifying criminal history:** Any conviction or other criminal history information designated by the District, or 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; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of \_\_\_\_\_ ("Contractor"), I certify that

[check one]:

None of the employees of Contractor and any subcontractors are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

**Or**

Some or all of the employees of Contractor and any subcontractor are *covered employees*. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

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

Company name \_\_\_\_\_

Printed name of Company Representative: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Irving Independent School District Purchasing Department  
2621 West Airport Freeway - Irving, Texas 75062 972-215-5440**

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**SUSPENSION OR DEBARMENT CERTIFICATE**

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**Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.**

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

**Vendor Name:** \_\_\_\_\_

**Vendor Address:** \_\_\_\_\_

**Vendor E-mail Address:** \_\_\_\_\_

**Vendor Telephone:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Authorized Company Official's Name:** \_\_\_\_\_  
(Printed)

**Signature of Company Official:** \_\_\_\_\_

**Date:** \_\_\_\_\_