

## MONTGOMERY COUNTY PUBLIC SCHOOLS

*Expanding Opportunity and Unleashing Potential*

PROCUREMENT UNIT

June 22, 2021

RFP Number: 1086.5  
Proposals Due: July 13, 2021  
Open Time: 2:00 p.m.

To: Prospective Offerors:


Montgomery County Public Schools (MCPS) is seeking proposals from qualified vendors who are interested in contracting with the school system to develop and support a third-party billing service for students with disabilities who are Medicaid eligible for the MCPS Department of Special Education.

Your proposal must be received no later than 2:00 p.m., July 13, 2021, Montgomery County Public Schools, Division of Procurement, 45 W. Gude Drive, Suite 3100, Rockville, Maryland 20850.

The Contractor shall submit one (1) original and three (3) separate copies of the proposal, one (1) copy of a redacted version and One (1) electronic copy on flash drive of both the original and redacted versions. **The proposal must be signed by an official having authority to contract with MCPS.** The firm and official's name shall be used. This solicitation does not commit Montgomery County Public Schools to pay any costs incurred in the submission of proposals or guarantee that an award will be made.

In the event of emergency closing of MCPS Central Offices, this RFP will open at the same time on the next regular working day.

Sincerely,



Angela McIntosh Davis, Team Leader  
Procurement Unit

AMD  
Enclosure

**Department of Materials Management**  
***MONTGOMERY COUNTY PUBLIC SCHOOLS***  
**Procurement Unit, Suite 3100**  
**45 West Gude Drive**  
**Rockville, Maryland 20850**

**Request for Proposal #1086.5**

**1.0 INTENT**

Montgomery County Public Schools (MCPS) is soliciting proposals from vendors interested in contracting with the school system to develop and support a third-party billing service for students with disabilities who are Medicaid eligible for the Department of Special Education Services and the Division of Business, Fiscal, and Information Systems.

**2.0 BACKGROUND**

On July 2, 1988, President Reagan signed into law P.L. 100-360, “The Medicare Catastrophic Coverage Act.” Although the legislation relates primarily to Medicare, it also contains a significant amendment to the Social Security Act, relating to the financing of services included in a student’s Individualized Education Plan (IEP). According to the amendment, Medicaid reimbursement can be received for covered services for Medicaid eligible students with disabilities when the services are included in the IEP.

This legislation provides the foundation for the Montgomery County Public Schools to partially recover costs through Medicaid for appropriate related services provided to public school students. The recovery of costs for services related to screening, evaluations, face-to-face consultations and/or treatment will be sought “after the fact”. Appropriate related services will continue to be provided in a “free and appropriate manner” as required by state and federal law. IEP services will continue to be provided at no cost to parents. Claims will be made to Maryland’s Medicaid Fee for Service program for appropriate related services that include, but are not limited to, speech/language therapy, physical therapy and occupational therapy; case management costs will be pursued as well.

**3.0 SCOPE OF SERVICES**

Montgomery County Public Schools is initiating the development of a third-party billing system for special education service delivery, under Public Law 100-360, the Catastrophic Coverage Act of 1988 and the Individuals with Disabilities Education Act.

Montgomery County Public Schools is the largest school system in Maryland with 167,041 students projected for this school year. Approximately 20,253 students receive special education services; of these, nearly 25 percent (5,000) may be eligible under Medicaid. MCPS bills for occupational, physical and speech therapies, case management, autism waiver and other appropriate services.

MCPS reserves the right to add or delete Contractors throughout the contract term should MCPS determine, in its sole discretion, that there be a need for additional services not available from the awarded Contractors.

### 3.1 Mandatory Services

The following services and vendor responsibilities are considered mandatory.

- Initiate and maintain all components of the billing system and process for services rendered.
- Produce record keeping forms and other elements as needed.
- Enter, edit, correct errors, and transmit claims to Maryland Medicaid for payment.
- Generate audit reports for claims submitted for payment. Provide spreadsheet files and hardcopy.
- Maintain files of required information on each client.
- Meet requirements of Maryland Department of Health and Mental Hygiene, Center for Medicare/Medicaid Services, Affordable Care Act, & HIPAA to file claims electronically.
- Receive and file claims on a schedule of MCPS choosing.
- Acts as a liaison between MCPS and the State of Maryland regarding Medicaid billing policies and regulatory changes

### 3.2 Vendor Qualifications

- Vendors must have 4-5 years of experience in processing school-based third-party insurance claims for health services in the state of Maryland.
- Vendor must have thorough knowledge of federal and state legislation regarding third party reimbursements.
- Vendor must be able to handle large volume submission of claims in a prompt, accurate and timely manner.
- Vendor must be able to adjust procedures as needed to meet Federal, State and MCPS needs.

### 3.3 Place of Performance

Services will be provided at the vendor's site. All data claims are submitted electronically but a secured portal provided by the vendor.

### 3.4 SPECIAL CONDITIONS

**Damages** - All claims of damage relating to contractual service will be the total responsibility of the contracted agency.

**Supplemental Service** - No additional or supplemental service outside of the contracted prescribed services can be billed by the contracted agency.

**MCPS Staff** - The contractor may not use MCPS staff in the performance of this contract.

### **3.3 Billing**

Billing to MCPS shall be monthly; terms schedule may be adjusted at the request of either party.

### **3.4 Travel Reimbursement**

The contract award does not include reimbursement of travel.

### **3.5 Pricing and Cost Adjustment**

The proposed contract is expected to be firm fixed contract based on the services described in 3.0, Scope of Work (all sections).

Price increases will not be considered for the first year of the contract. If the contract is extended, contract prices may be adjusted by the following procedure.

Written request for price relief and appropriate documentation shall be submitted to the director of the Department of Materials Management, sixty-(60) days prior to the effective date. Adjustments will be based upon the Consumer Price Index (CPI), specifically, the All Consumers Index, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Washington D.C. Metropolitan Area and shall not exceed seventy-five percent (75%) of the percentage change of January 1 CPI's rounded to the nearest tenth of a percentage. Downward adjustments shall be made by MCPS without a request from the Contractor.

MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. If the price increase is accepted, a contract amendment will be issued. Any services requested prior to a request for a price increase shall be honored at the original contract price.

### **3.6 Project Contact**

The MCPS project contact for this proposed procurement is:

Montgomery County Public Schools  
Division of Business, Fiscal, and Information Systems  
Ms. Julie Hall  
850 Hungerford Dr., Room 225  
Rockville, MD 20850  
Phone: 240-740-3850

All prospective offerors are cautioned that information relating to the proposed procurement may be obtained only from Ms. Angela McIntosh-Davis, CPPB, Team Leader, Procurement Unit. Once the contract is awarded Ms. Julie Hall will be your point of contact.

Any attempt to solicit information from other sources within the MCPS system may be cause for rejection of the offeror’s proposal.

**4.0 CONTRACT TERM**

The term of contract shall be for a two (2)-year period. However, the contract may not begin until one day after approval by the Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to two additional 2-year extensions. Written notice indicating MCPS’ intention to pursue the extension of the contract will be issued to the successful vendor(s) 90 days prior to the expiration of the original contract. The vendor(s) shall have (10) days from the date of notification to return the notice acknowledging its intent to accept or reject the extension. Once all responses are evaluated, MCPS staff may make a recommendation to the Board of Education to extend the contract or decide to rebid. If the contract is extended by the Board of Education a contract amendment will be issued.

Once all responses are evaluated, MCPS staff may make a recommendation to the MCPS Board of Education to extend the contract or decide to rebid. If the contract is extended by the MCPS Board of Education, a contract amendment will be issued.

**5.0 CONTRACT TERMINATION**

MCPS reserves the right to cancel the contract in whole or in part at any time in accordance with Article 12 of the MCPS General Contract Articles. MCPS also reserves the right to cancel the contract with a Respondent for failure to comply or failure to fulfill the terms of this contract in accordance with Article 13 of the MCPS General Contract Articles.

**6.0 REFERENCES**

All offerors shall include a list of a minimum of five references who use the firm’s digital content, assessments, professional development, and customization services who can attest to the firm’s quality of work and, if possible, shall include school districts of comparable size to MCPS that have utilized the respondents’ services. Include names of client, contact person, email address and phone number of all references. Also, as an attachment, offerors shall include al list of all current school district clients.

References may or may not be reviewed or contacted at the discretion of MCPS. Typically, only references of the top ranked short-listed offerors are contacted. MCPS reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

<u>Company Name &amp; Address</u>	<u>Contact Person</u>	<u>Phone Number</u>
1. _____		
Email _____		

2. \_\_\_\_\_  
 Email \_\_\_\_\_
3. \_\_\_\_\_  
 Email \_\_\_\_\_

## 7.0 FORMAT OF RESPONSE

- 7.1 Response to this RFP shall be submitted in the same order as the RFP and provide an individual response to each RFP specification.
- 7.2 Contractors shall include any and all statements and representations made within its proposal in the contract for services with the MCPS. This includes, but is not limited to, the vendors' point-by-point response to this RFP. If the vendor responds only "Understand and comply," it is assumed that the vendor complies with MCPS' understanding of the requirement.
- 7.3 MCPS shall not be responsible nor be liable for any costs incurred by the vendor in the preparation and submission of their proposals and pricing.
- 7.4 Pricing proposal shall be submitted as a separate document.

## 8.0 MANDATORY SUBMISSIONS

Each offeror must submit a complete proposal including all required information and attachments. The response shall address each paragraph in the same order as the RFP and provide an individual response to each RFP specification. All proposals must be presented using the same numbering sequence and order used in this RFP document or as otherwise specified by MCPS. Offerors may request via e-mail to Angela McIntosh Davis, Team Leader, MCPS Procurement Unit at [angela\\_s\\_mcintosh-davis@mcpsmd.org](mailto:angela_s_mcintosh-davis@mcpsmd.org), a Microsoft Word version to help them in preparing the response.

One (1) original and three (3) copies as well as one (1) electronic version on flash drive and one (1) redacted copy of responses must be sent by mail, courier or hand-delivery and shall be in binders with tabs identifying each section. A table of contents should be included and all pages numbered as referenced in the Table of Contents. **No faxes or electronic submission of proposals will be accepted.** Proposals are to be received no later than **2:00 p.m. on July 13, 2021**. Submit responses of the entire RFP proposal to:

Montgomery County Public Schools  
 Procurement Unit  
 45 West Gude Drive, Suite 3100  
 Rockville, MD 20850

Submissions will become the property of MCPS.

The proposal must be signed by an official having authority to contract with MCPS. The firm and the official's name shall be used in the contract process. MCPS reserves the right to make an award without further discussion of the proposals received. MCPS may also negotiate with the one offeror who submits the best proposal or with two or more offerors who are in the competitive range. Therefore, it is important that the offeror's proposal be submitted initially on the most favorable terms from both the technical and cost standpoints. After the submission and closure of proposals, no information will be released until after the award. It is understood that the offeror's proposal will become a part of the official file on this matter without obligation to MCPS.

The proposal must be complete and comply with all aspects of these specifications. Marketing or promotional verbiage will likely overshadow the offeror's qualifications and expertise. MCPS urges the offeror to be specific and brief in their responses.

Offerors must include any and all statements and representations made within its proposal in the contract for services with MCPS unless otherwise agreed upon by MCPS and offeror during negotiations. This includes, but is not limited to, the vendor's point-by-point response to this RFP. If offeror answers only "Understand and comply" it is assumed that the offeror complies with MCPS' understanding of the requirement.

MCPS shall not be responsible or liable for any costs incurred by the offeror in the preparation and submission of their proposals and pricing.

**Complete Response must include:**

- Point-by-point Response to each section of the RFP
- Pricing Proposal
- An inventory of current equipment, materials, and supplies available for use in fulfilling this contract
- Examples of reports and forms from previous projects
- References, See 6.0 References
- List of all current school district clients, See 6.0 References
- Vendor's annual fiscal report in order to demonstrate the vendor's financial stability (If desired, the vendor may also include any other financial documents that Vendor wishes to include regarding Vendor's financial condition. This documentation is not mandatory.)
- Equal Opportunities Certification (Attachment A)
- Certification of Non-segregated Facilities (Attachment B)
- Minority Business Enterprise (Attachment C)
- Non-Debarment Acknowledgement (Attachment D)
- Mid-Atlantic Purchasing Team Rider Clause
- Current Form W-9
- A list of any variances from or objections to the terms and conditions of the MCPS General Contracting Articles, as well as a justification for any such variances or objections.
- A separate redacted copy of offeror's proposal as specified in Sections 9.0 and 10.0.

## 9.0 TREATMENT OF TECHNICAL DATA IN PROPOSAL

The proposal submitted in response to this request may contain technical data which the offeror does not want used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of any such technical data, subject to the provisions of the Maryland Public Information Act, may be so restricted:

Provided, that offeror marks the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend: "Technical data contained in pages \_\_\_ of this proposal shall not be used or disclosed, except for evaluation purposes."

Provided, that if a contract is awarded to this offeror as a result of or in connection with the submission of this proposal, MCPS shall have the right to use or disclose these technical data to the extent provided in the contract.

This restriction does not limit the right of MCPS to use or disclose technical data obtained from another source without restriction.

MCPS assumes no liability for disclosure or use of unmarked technical data or products and may use or disclose the data for any purpose and may consider that the proposal was not submitted in confidence and therefore is releasable. Price and cost data concerning salaries, overhead, and general and administrative expenses are considered proprietary information and will not be disclosed, if marked in accordance with the instructions in 11.0.

## 10.0 PROPRIETARY AND CONFIDENTIAL INFORMATION

Offerors are notified that MCPS has unlimited data rights regarding proposals submitted in response to this solicitation. Unlimited data rights means that MCPS has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by the offeror in response to this or any solicitation issued by MCPS. However, MCPS will exempt information that is confidential commercial or financial information of an offeror, as defined by the Maryland Public Information Act, State Government Article, Section 10-617, from disclosure. It is the responsibility of the offeror to clearly identify each part of its proposal that is confidential commercial or financial information by stamping the **bottom right-hand corner** of each pertinent page with one-inch bold face letters stating the words "**confidential**" or "**proprietary**." The offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential is not proprietary or confidential. As a condition for MCPS keeping the information confidential, the offeror must agree to defend and hold MCPS harmless if any information is inadvertently released. Each offeror must submit a proprietary and confidential redacted copy of its proposal to be used in responding to MPIA requests.



## 11.0 EVALUATION CRITERIA

MCPS reserves the right to ask clarifying questions about submitted proposals. Offerors also may ask questions that they may have related to this RFP prior to submitting their responses. See Section 12.0, Schedule of Events. Only proposals received by the deadline will be considered. Proposals will be screened down to a number of finalists.

MCPS reserves the right to convene a meeting with the top qualified offerors prior to awarding a contract. The purpose of the meeting will be to afford both parties an opportunity to discuss any aspects of the requirements and services that will be performed and clarify any issues. Issues raised during the meeting, which cannot be resolved to the satisfaction of MCPS, shall be cause to reject the proposal. In addition, vendors shall be prepared to provide a product and services demonstration, providing an overview of the proposed product and services at no cost to MCPS. As appropriate, the vendor shall be responsible for the installation of the proposed products and services and any third party software at the District-designated demonstration facility before the demonstration, as necessary. If requested by MCPS, the top qualified offeror or offeror shall provide MCPS with an opportunity to access and review the vendor's system as in operation at that time, via the Internet from a MCPS computer, to ensure conformity to the requirements of this RFP as well as for the quality and ease of the user interface.

All offerors are advised that in the event of receipt of an adequate number of proposals, which, in the opinion of MCPS require no clarification and/or supplementary information, such proposals may be evaluated without further discussions. Therefore, proposals should be submitted initially on the most complete and favorable terms and conditions. Should proposals submitted require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when requested

Proposals meeting all requisite criteria will be evaluated. Those who do not meet requisite criteria will not be evaluated further. Selection will be made on the basis of the criteria listed below.

1. Completeness of Response
2. Ability to perform (based on the criteria set forth in this RFP, including but not limited to Section 3.0 Scope of Services)
3. Related past experience
4. References – at least 3
5. Pricing Proposal – consideration given to creative billing options based on long-term service and volume

## 12.0 SCHEDULE OF EVENTS

The anticipated schedule of activities related to this RFP is as follows:

**RFP issued: June 22, 2021**

**Questions Due: June 30, 2021 by 4:00pm**

**Proposals Due: July 13, 2021**

**Anticipated award date: August 2021**

All dates are subject to change at the discretion of MCPS.

### **13.0 PRE-PROPOSAL CONFERENCE**

Not applicable to this RFP.

### **14.0 ADDENDA/ERRATA**

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the offeror's responsibility to check the MCPS website under "Event Calendar" <https://www.montgomeryschoolsmd.org/calendar/mcpsbids.aspx> or contact the Procurement Unit at 301-279-3555 to verify whether addenda/errata have been issued.

In the event that MCPS issues addenda/errata, all terms and conditions will remain in effect unless they are specifically and explicitly changed by the addenda/errata. Offerors must acknowledge receipt of such addenda/errata by returning one signed copy of each of the addenda/errata with its proposal. Failure to provide the signed acknowledgement of the addenda/errata may result in a bid being deemed non-responsive.

### **15.0 eMARYLAND MARKETPLACE ADVANTAGE (EMMA)**

As of June 1, 2008, Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage (EMMA). Registration with EMMA is free. It is recommended that any interested supplier register at <https://procurement.maryland.gov/> regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

### **16.0 MULTI-AGENCY PARTICIPATION**

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at the time of contracting. The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Awarded offeror(s) and this contract shall be binding only upon the principal's signing such an agreement. Invoices shall be submitted "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award offeror. MCPS assumes no authority, liability, or obligation on behalf of any

other public or non-public entity that may use any contract resulting from this bid. MCPS pricing is based on the specifications provided in this solicitation.

## 17.0 INQUIRIES

Inquiries regarding this solicitation must be submitted in writing to Angela McIntosh Davis, MCPS Procurement Unit Team Leader, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850 or via email to [angela\\_s\\_mcintosh-davis@mcpsmd.org](mailto:angela_s_mcintosh-davis@mcpsmd.org). Questions are due at 4:00 p.m. on [INSERT DATE]. Responses will be posted on the MCPS Procurement website on [INSERT DATE]. The Board will not be responsible for any oral or telephone explanation or interpretation by any agent or employee of MCPS. Any binding information given to an offeror in response to a request will be furnished to all offerors as addenda/errata, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to the uninformed offerors. Only such addenda/errata, when issued by MCPS, will be considered binding on MCPS.

**Contact by offerors with any other MCPS employee regarding this solicitation until the contract is awarded by MCPS will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its RFP response.** The MCPS Procurement website address is [www.montgomeryschoolsmd.org/departments/procurement/](http://www.montgomeryschoolsmd.org/departments/procurement/).

## 18.0 UNNECESSARILY ELABORATE BROCHURES

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work and expensive visual and other presentation aids are neither necessary nor wanted.

## 19.0 BID PROTESTS

Any bid protests, including appeals, will be governed by the applicable MCPS Procurement Unit Regulations. The burden of production of all relevant evidence, data and documents and the burden of persuasion to support the protest is on the offeror making the protest.

## 20.0 CONTRACT

MCPS plans to enter a contractual agreement with Respondent(s) to whom the award is made and intends to make MCPS General Contract Articles, attached hereto and incorporated herein as Appendix A, part of the contractual agreement, except and unless modified by MCPS. In addition, the Contractor will ensure that all private duty nurses abide by the provisions of the MCPS General Contract Articles. Proposals must clearly identify any variances from or objections to the specifications in this RFP and the terms and conditions of the MCPS General Contract Articles. Lacking any response to the contrary, MCPS will infer that the Respondent agrees to the specifications of this RFP and each term and condition of the MCPS General Contract Articles. Respondents should note that any variance may provide a basis for MCPS to reject the proposal. **In particular, the provisions set forth in Articles 5, 12-14, 16-18, 21-24, 26, and 28 of the MCPS General Contract Articles are non-negotiable.**

## 21.0 NOTICE TO BIDDERS

The appropriate items below must be completed as part of the RFP. Failure to comply may disqualify your bid. Type or print legibly in ink.

**I. BIDDER INFORMATION:** As appropriate, check and/or complete one of the items below.

1. Legal name (as shown on your income tax return) \_\_\_\_\_
2. Business Name (if different from above) \_\_\_\_\_
3. Tax Identification Number \_\_\_\_\_

**A copy of your W-9 must be submitted with this bid response.**

**II. BIDDER'S CONTACT INFORMATION:** This will be filed as your permanent contact information.

1. Company Name \_\_\_\_\_
2. Address \_\_\_\_\_
3. Bid Representative's Name \_\_\_\_\_
4. Phone Number/Extension \_\_\_\_\_
5. Fax Number \_\_\_\_\_
6. Toll Free Number \_\_\_\_\_
7. Email Address \_\_\_\_\_
8. Website \_\_\_\_\_

**III. VENDOR'S CERTIFICATION:** Upon notification of award, this document in its entirety is the awarded vendor's contract with MCPS. By signing below, the undersigned acknowledges that he/she is entering into a contract with MCPS.

- A. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment, and is in all respects fair and without collusion or fraud.
- B. I hereby certify that I am authorized to sign for the bidder and that all statements, representations, and information provided in this response to the Request for Proposals, including but not limited to the Non-Debarment Acknowledgement, are accurate.

By (Signature) \_\_\_\_\_

Name and Title \_\_\_\_\_

Witness Name and Title \_\_\_\_\_