



MT DIABLO UNIFIED SCHOOL DISTRICT
PURCHASING/WAREHOUSE
DEPARTMENT
2326 Bisso Lane
Concord, CA 94520

RFP NO. 1735

**LEA MEDI-CAL CLAIMS
REIMBURSEMENT SERVICES
INCLUDING CRCS SERVICES**

DATE DUE: April 26, 2016 at 11:00 A.M.

REQUEST FOR PROPOSALS

RFP # 1735

Notice is hereby given that sealed RFP's will be received in the Purchasing Department until, 11:00 a.m. PST on April 26, 2016, at which time they will be opened and read for furnishing all labor, materials and equipment, and performing all work necessary and incidental to:

LEA MEDI-CAL CLAIMS REIMBURSEMENT SERVICES INCLUDING CRCS SERVICES

In accordance with the Mt. Diablo Unified School District plans, specifications and contract documents.

RFP's shall be delivered and addressed to the Mt. Diablo Unified School District, Purchasing Department, Attn: Marcia Ryer, Lead Buyer, 2326 Bisso Lane, Concord, CA 94520, and shall be labeled, "RFP #1735 : LEA Medi-Cal Claims Reimbursement Services." Submittal Deadline is April 26, 2016 at 11:00 a.m. Any Bidder who wishes his RFP to be considered is responsible for making certain that the RFP is received in the Purchasing Department by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic RFP or modification will be considered unless specified. RFP's received after the scheduled RFP Submittal Deadline, will be returned unopened. It is the responsibility of the Bidder to see that any RFP submitted shall have sufficient time to be received by the Purchasing Department before the RFP Submittal Deadline. Late RFP's will be returned to the Bidder unopened.

The receiving time in the Purchasing Department will be the governing time for acceptability of RFP's. RFP's will not be accepted by telephone or facsimile machine. RFP's must bear original signatures and figures.

RFP Documents are available from: The Mt. Diablo Unified School District Website at: www.mdusd.org. Please click on Departments, Purchasing/Warehouse, Non-Construction Bids. The IP address is as follows: <http://169.199.90.240/ncb/nonconstruction.html>.

Signature
Felicia Stuckey-Smith
Director, Student Services

Published:
April 5 and April 12, 2016
Contra Costa Times

RFP NUMBER 1735

REQUEST FOR PROPOSAL FOR LEA MEDI-CAL CLAIMS REIMBURSEMENT SERVICES

IMPORTANT: Read all conditions and Instructions carefully.

The Mt. Diablo Unified School District is calling for proposals for Local Educational Agency (LEA) Medi-Cal Claims reimbursement services to file actual and estimated reimbursement claims with the California Department of Health Care Service and/or/Local Education Consortium (LEC) for the claim years ending June 30, 2017, June 30, 2018 and June 30, 2019.

CLOSING DATE is April 26, 2016 at 11:00 a.m. RFP's will be accepted up to 11:00 a.m. All bids and contracts entered into hereunder shall be subject to the General and/or Special Conditions attached to this form. Envelopes containing bids shall bear the superscription "**Proposal for Furnishing LEA Medi-Cal Reimbursement Services**" and "**April 26, 2016 at 11:00 a.m. RFP # 1735**". Any proposals received after the scheduled closing time for receipt of proposals shall be returned to the firm unopened.

This Request for Proposal shall not be construed to create an obligation on the part of the Mt. Diablo Unified School District to enter into a contract with any firm or individual. This request is an information solicitation of proposals only. The Mt. Diablo Unified School District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids during the bidding process without obligation to any firm responding to this announcement. Statements and other materials submitted will not be returned.

No Bidder may withdraw his or her bid for a period of ninety (90) days after the date and time set for the bid opening.

All bids must be made upon this proposal form to be considered to be held valid. All blanks must be filled in, the proposal must be properly signed, and there must be no alterations or erasures, and no alternatives unless called for. Each proposal must be submitted with a fully executed Non-Collusion Affidavit.

MT. DIABLO UNIFIED SCHOOL DISTRICT BIDDING INSTRUCTIONS AND CONDITIONS

1. **FORMS:** Bids will not be considered unless submitted upon the forms provided by the Mt. Diablo Unified School District. All Bidders shall be responsible for familiarizing themselves with the conditions and requirements of bidding prior to submitting a bid.
2. **DEFINITIONS:**
 - a. **District:** ““District” as used herein means the Mt. Diablo Unified School District
 - b. **Bidder:** “Bidder” as used herein includes: An individual or company who submits a proposal, an individual or company to whom a Contract is awarded, and an individual or company who has entered into a Contract with the Mt. Diablo Unified School District.
 - c. **Use of Singular:** “Use of Singular” as used herein means, unless the provision of the context requires otherwise, the singular includes plural and the plural includes the singular.
3. **NAME OF COMPANY:** Bidders shall specify the name or legal entity of their company and/or any fictitious name under which business is conducted. Bids must be submitted under the correct name of the company and signed by an authorized representative of the firm.
4. **BIDDER’S RESPONSIBILITY:** Before submitting a bid, Bidders shall carefully examine the specifications, and the forms of other contract documents. They shall fully inform themselves as to all existing conditions and limitations, and shall include in the bid a sum to cover the cost of all items included in the specifications. No allowance will be made because of lack of such examination or knowledge.
5. **EXAMINATION OF DOCUMENTS:** If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, the Bidder shall, prior to the date scheduled for submission of proposals, notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes without divulging the source of the request. The District’s decision shall be final in any matter on the interpretation of documents.

MT. DIABLO UNIFIED SCHOOL DISTRICT BIDDING INSTRUCTIONS AND CONDITIONS

6. **ADDENDA OR MODIFICATION OF RFP RESPONSE:** The Mt. Diablo Unified School District may modify this RFP before the date scheduled for submission of proposals by issuance of an addendum to all parties who received the RFP for the purpose of submitting a proposal. Addenda shall be numbered consecutively as a suffix to the RFP reference number.

Alternatively, the bidder may modify their proposal after its submission by written notice to the Director of Student Services of withdrawal and resubmission before the date and time of specified for receipt of proposals. Modification will not be considered if offered in any other manner.

7. **ACCEPTANCE OR REJECTION OF BIDS:** The District reserves the right to reject any and all bids, or any or all times of any bid, or waive any irregularity on any bid, or to make awards on the basis of the bid or bids it deems most economical to the Mt. Diablo Unified School District and most desirable for its operational program.
8. **DISPOSITION OF PROPOSALS:** All materials submitted in response to the RFP will become the property of the Mt. Diablo Unified School District and will be returned only at the District's option and the Bidder's expense. The original copy shall be retained for official files and will become public record after the date and time for proposal submission, as specified. However, confidential financial information submitted in support of the requirement will be returned upon request.
9. **ASSIGNMENT:** Bidders may not assign or transfer, by operation of law or otherwise, any or all of their rights, burdens, duties, or obligations to the Mt. Diablo Unified School District without the prior written consent of the Director or Student Services.
10. **FORCE MAJEURE CLAUSE:** The parties to the agreement shall be excused from performance during the time and to the extent that they are prevented from performing by act of God, fire, strike, loss, accident, or any other cause beyond the control of the parties provided that satisfactory evidence is presented and the failure to perform is not due to the fault or neglect of the Bidder.
11. **FEDERAL OR STATE REGULATIONS:** The Bidder's proposal and any Contract entered into are subject to all applicable statutes of the United States or of the State and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such Contract.

MT. DIABLO UNIFIED SCHOOL DISTRICT BIDDING INSTRUCTIONS AND CONDITIONS

12. **INDEPENDENT CONTRACTOR:** In performance of the services, duties and obligations assumed by the Bidder, it is mutually understood and agreed that the Bidder, including any and all of the Bidder's officers, agents, and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the Mt. Diablo Unified School District.

Bidder agrees that any and all persons performing any services and/or work whatsoever contemplated by this Contract and/or related or incidental thereto, shall be an employee of the Bidder and Bidder shall, by way of example but not by way of limitation, withhold federal and state income taxes as well as the required employee social security contribution of each said persons. Bidder shall comply with all regulations regarding employees, and Bidder shall pay and/or contribute its required share as the employer of said persons.

Bidder acknowledges the fact that it is an independent contractor and is in no way to be construed as an employee of the Mt. Diablo Unified School District, nor are any of the persons employed by the Bidder to be so construed.

13. **HOLD HARMLESS CLAUSE:** The Bidder shall hold harmless and indemnify the Mt. Diablo Unified School District and the Board of Education, officers, and employees from every claim or demand which may be made by reason of:
- a. Any injury to person or properties sustained by the Bidder or by a person, firm, or corporation employed directly or indirectly by him or her, in connection with his or her performance under the Contract.
 - b. Any injury to person or property sustained by any person, firm, or corporation caused by act, neglect, default, or omission by the Bidder or of any person, firm, or corporation directly or indirectly employed by him in connection with his performance under the Contract.

The Bidder, at his own risk and expense, shall defend any legal proceeding or claim that may be brought against the Board of Education or the Mt. Diablo Unified School District, its officers, and employees. The Bidder will also satisfy any judgment that may be rendered against the Board of Education, the Mt. Diablo Unified School District, its officers or employees for injuries or damages sustained in connection with his performance under the Contract.

MT. DIABLO UNIFIED SCHOOL DISTRICT BIDDING INSTRUCTIONS AND CONDITIONS

14. INSURANCE:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. **EXCEPTION:** Contracts of less than \$5,000 need only provide general liability insurance of \$1,000,000 per occurrence.

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

4. **Professional Liability/Errors & Omissions Liability,** if applicable: \$1,000,000 per occurrence.

15. **INVOICE AND PAYMENTS:** Unless otherwise specified, Bidders shall render invoices in duplicate for materials delivered or services performed. Invoices shall be submitted under the same firm name as shown in the Contract.

16. **PERMITS AND LICENSES:** The Bidder and all employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with the requirements of law.

17. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the execution of this Contract, the Bidder will not engage in, nor permit such unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disabilities, mental disability, medical condition, marital status, sex, age, or sexual orientation of such persons.

18. **DRUG FREE WORKPLACE:** The Bidder shall maintain a drug free workplace in accordance with the California Government Code.

19. **NON-COLLUSION:** Each bid must be submitted with a fully completed Non-Collusion Affidavit on the form provided herein that complies with Public Contract Code Section 7106.

**MT. DIABLO UNIFIED SCHOOL DISTRICT
BIDDING INSTRUCTIONS AND CONDITIONS**

20. **ATTORNEY FEES:** If either party files an action or brings any proceeding against the other arising out of the Contract, the prevailing party shall be entitled to recover as an element of the costs of the suit, and not as damages, reasonable attorneys' fees in such an amount as the court may adjudge reasonable. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. The party not entitled to recover its costs shall not recover attorneys' fees. No sum for attorneys' fees shall be counted for calculating the amount of judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.

MT. DIABLO UNIFIED SCHOOL DISTRICT SPECIAL CONDITIONS

AWARD OF BID:

The Mt. Diablo Unified School District realizes that the various Bidders of a LEA Medi-Cal Claims & Medi-Cal Administrative Activities (MAA) Cost Proposal, invited to bid, differ considerably in concept, design, structure, and methods. Although the Mt. Diablo Unified School District reserves the right to reject any and all bids or to waive any irregularities or informalities in any bid or in the bidding, the award will be made to the responsive/responsible Bidder whose bid represents, in the District's evaluation and judgment, the most advantageous combination of value to be delivered per dollar bid. Responsiveness/responsibility of the Bidder will be determined by an evaluation that the Bidder is:

- Qualified by experience to be a competent agency for services as put forth in this bid and meet the requirements of the Mt. Diablo Unified School District; and
- Financially responsible to complete the project as proposed.

As a condition to bid, each prospective vendor must submit complete specifications of their currently produced standards items to the Mt. Diablo Unified School District. Final approval of the items rest with the Mt. Diablo Unified School District.

ADDENDA OR BULLETINS:

Any addenda or bulletins issued by the Mt. Diablo Unified School District during the time of bidding shall become a part of the bid and contract documents.

A PRE-PROPOSAL CONFERENCE will not be held on this bid.

REQUEST FOR PROPOSAL FOR LEA MEDI-CAL REIMBURSEMENT SERVICES

The Mt. Diablo Unified School District, Concord, California, requests sealed proposals to be submitted for the following purpose and in accordance with each of the following conditions:

PURPOSE: The purpose of this Request for Proposal (RFP) is to provide the Mt. Diablo Unified School District with completed actual cost claims for the claim year ending June 30, 2017 and for the claim years ending June 30, 2018, and June 30, 2019 subject to satisfactory performance in the prior year.

DUE DATE:

Sealed proposals will be received up to, but not later than **11:00 a.m. on April 26, 2016, at 2326 Bisso Lane, Concord, California 94520** and will be publicly opened and read at that time. All proposals become property of the Mt. Diablo Unified School District and are considered an irrevocable offer for ninety (90) days following the scheduled date and time set for the bid opening.

A sealed proposal may be submitted prior to the opening date by mailing to:

**Attn: Marcia Ryer, Lead Buyer
Mt. Diablo Unified School District
2326 Bisso Lane
Concord, CA 94520**

RFP #1735

Any questions prior to the date of submittal may be directed to:

Felicia Stuckey-Smith, Director of Student Services, email at smithf@mdusd.org

DESCRIPTION OF THE MT. DIABLO UNIFIED SCHOOL DISTRICT:

Mt. Diablo Unified School District is one of the largest school districts in the state of California, with over 56 school sites and programs. The District's statistics for ethnic/racial diversity, average class size, test scores, numbers of Limited English Proficient (LEP) students and the primary languages they represent, mirror those for the State of California as a whole.

The existing K-12 student population is 32,000 and the Adult Education Program has 20,261 students.

1,833 certificated (teachers, librarians, psychologists, etc.)

1,373 classified (secretaries, custodians, bus drivers, etc.)

The District covers over 150 square miles, including the cities of Concord, Pleasant Hill, Clayton; portions of Walnut Creek, Martinez, and unincorporated areas including Lafayette, Pacheco, Pittsburg, and Bay Point.

SCHOOLS:

High Schools – 5
Continuation High Schools - 1
Necessary Small High Schools – 5
Community Day School - 1
Independent Study School - 1
Middle Schools - 9
Elementary Schools - 28
Special Education Schools - 2
Adult Education Centers – 2

BIDDER QUALIFICATIONS:

In order to fulfill the necessary qualifications for providing the Mt. Diablo Unified School District with LEA Medi-Cal reimbursement services, the bidder shall:

- A. Provide training to Mt. Diablo Unified School District staff about legislative requirements and data gathering procedures, including completion of logs and maintenance of supporting documentation for all claims that pertain to the Mt. Diablo Unified School District. Refer to the *Attachments* section for a list of claims filed on behalf of the Mt. Diablo Unified School District in the past.
- B. Ensure consultants are properly trained, knowledgeable, and current related to LEA Medi-Cal procedures.
- C. Possess an adequate processing department that inputs the data and processes the Mt. Diablo Unified School District’s claims in a timely manner to the Department of Health Care Services and Local Education Consortium (LEC). Refer to the *Attachments* section for a list of claims filed by the Mt. Diablo Unified School District in the past.
- D. Demonstrate ability to answer Mt. Diablo Unified School District claim questions in a timely manner.
- E. Possess a centralized, automated internal documentation tracking system for reporting, data storage for state and local reporting purposes.
- F. Ensure the highest standards for compliance, including, but not limited to the development of a work plan that includes:
 - 1) Training of staff on how to effectively gather all required data.
 - 2) Preparation and submission of compliant claim documents.

- 3) Identification of potential new claim billings.
 - 4) Representation for the Mt. Diablo Unified School District's interest before the Department of Health Care Services and/or the LEC.
- G. Demonstrate a record of timely completion of reimbursement claims acceptable to the Department of Health Care Services and/or LEC.

BIDDER REQUIREMENTS: The following items shall be included in the Bidder's proposal:

- A. The name, mailing address and telephone number of the firm submitting the proposal and the name of the person who has the authority to legally bind the firm in a contract.
- B. Location of offices that will complete the project, the date the firm was established, number of years in service and number of employees.
- C. Resumes of each member of the proposed project team and a detailed organizational chart with key personnel for the project identified. These resumes should detail their education, related experience, qualifications, and project responsibilities.
- D. A list of five (5) references, all of which have been clients of the firm within the last two (2) years and for whom services provided were similar in nature.
- E. Identify the number of hours that will be allocated for planning, training, data collection, analyst's review, claim processing and LEA Medi-Cal & MAA legislative support. Describe your project management, internal quality techniques and operating methodologies/mechanisms that will be used to perform the requested services.
- F. Descriptions of any other specialized services it is able to provide.

EVALUATION CRITERIA: The proposals received will be evaluated according to the following criteria and percentages:

- Vendor cost **(20%)**
- Vendor overall capabilities based on services offered, prior experience in filing LEA Medi-Cal & MAA claims on behalf of school districts, and availability of firm **(25%)**
- Client references and/or citations from prior performance where comparable services have been provided for projects of similar size and complexities **(20%)**
- Quote preparation, thoroughness, and responsiveness to the RFP requirements **(15%)**
- Final committee interview **(20%)**

EVALUATION PROCESS:

Evaluation of Proposals

Selection of the successful proposal shall be generally based on the information provided by the Contractor in response to the Request for Proposals and any subsequent interviews that may be conducted. *Contractor interviews will be held solely at the option and discretion of the Mt. Diablo Unified School District. Interviews will be scheduled by the District and vendors will be required to attend at those times.* The process for selection shall occur in the following sequence

- Review Proposals
- Establish a "short list" of qualified firms
- Interview "short-listed" firms (at the option and discretion of the Mt. Diablo Unified School District)
- Identify the best qualified firm
- Award contract

A RFP Selection Committee, *as deemed necessary*, will be formed to evaluate the proposals and to make recommendation to the Mt. Diablo Unified School District Governing Board. Composition and creation of this committee, should one be formed, is at the sole discretion of the Mt. Diablo Unified School District. Names of the Committee members, should one be formed, will not be released prior to the time for interviews. There may also be demonstrations scheduled for viewing and rating by a review team consisting of representatives from across the District.

The Selection Committee will review the proposals for format to ensure conformance with the requirements of the RFP and may select finalists to interview with the committee and/or present a product demonstration as a part of the committee's evaluation process. The Mt. Diablo Unified School District does not guarantee that an interview or an opportunity to demonstrate product will take place. Mt. Diablo Unified School District reserves the right to select a contractor based solely on the information provided in the proposals received in response to the RFP.

EVALUATION CRITERIA

Criteria	Weight	Score	Weighted Score
Price Proposal	20		
Qualifications & Experience			
References	20		
Experience	25		
Quote Preparation	15		
Final Interview	20		
Total Weighted Evaluation Ranking			

The above weights show the relative importance of individual criterion. The evaluation committee will use these criteria to score the proposals.

CONSULTANT AGREEMENT: Prior to the award of contract, the Mt. Diablo Unified School District must be assured that the bidder selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials and financial resources sufficient to provide services called for under this contract.

If, during the evaluation process, the Mt. Diablo Unified School District is unable to assure itself of the bidder's ability to perform under the contract, if awarded, the Mt. Diablo Unified School District has the option of requesting from the bidder, any information that the Mt. Diablo Unified School District deems necessary to determine the bidder's capabilities. If such information is required, the bidder will be notified and will be permitted seven (7) working days to submit the requested information.

COST: The proposal shall provide a quotation of charges detailing the basis for all charges and costs. Each prospective contractor shall also detail all other items that will be charged to the Mt. Diablo Unified School District and include them in its total bid.

PROPOSAL: Please submit proposal for LEA Services including CRCS Services.

The proposals shall be submitted on the forms attached to this request. Please submit five (5) copies of the requested information and any additional informational documentation you desire to include. There will be no pre-bid conference pertaining to this Request for Proposal.

AWARD: The Mt. Diablo Unified School District shall evaluate all proposals submitted. Qualified Bidders will be interviewed by a selected panel. The award will be based upon services offered, prior experience in filing LEA Medi-Cal claims, availability of the firm or individual, references, and fees quoted. The Mt. Diablo Unified School District reserves the right to reject any or all of the proposals submitted without obligation to any firm responding to this announcement.

MT. DIABLO UNIFIED SCHOOL DISTRICT

ATTACHMENTS

The following is a list of LEA Medi-Cal claims that were filed on behalf of the Mt. Diablo Unified School District in the past. Please note that this list may not be all-inclusive and may also include activities that were claimable in the past but now are no longer considered claimable activities or activities for which we do not incur expenses consistently each year.

- Case Managers
- Health Aides
- Nursing/Health Services
- Occupational Therapy
- One to One Services
- Pediatric Therapy
- Psychology & Psychiatry
- Speech & Hearing
- Target Case Management
- Workability/Transition Services
- Initial Medi-Cal Outreach
- Facilitating Medi-Cal Application
- Ongoing Referral, Coordination and Monitoring
- Translation Related to Medi-Cal Services
- Program Planning, Policy Development and Interagency Coordination
- Medi-Cal Claims Administration, Coordination and Training
- Arranging Transportation in Support of Medi-Cal Covered Services
- Assessments and Health Education

**LEA Medi-Cal Reimbursement Services
RFP NO. 1735
Price Proposal Form**

Board of Education
Mt. Diablo Unified School District
Concord, CA 94520

The undersigned declares the Request for Proposals has been read and agrees and proposes to furnish all necessary labor, materials and equipment to provide the LEA Medi-Cal Claims including CRCS Services and complete, all in accordance with the terms, conditions, and specifications of RFP No. 1735 and will take in full payment therefore the following total lump sum amount, all taxes included:

1. The undersigned hereby certifies that this RFP is genuine and not fraudulent or collusive, or made in the interest of or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other Bidder to put in a fraudulent RFP, or any other person, firm or corporation to refrain from bidding, and the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other Bidder. Further, the undersigned also declares under penalty of perjury under the laws of the State of California, that representations made in this RFP are true and correct.
2. The undersigned has notified the District of any discrepancies or omissions, or of any doubt about the meaning of any of the Contract Documents, and has contacted the Purchasing Department before bid date to verify the issuing of any clarifying Addenda.
3. Receipt and acceptance of the following addenda is hereby acknowledged:

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

Taxpayer's Identification No. _____

Dated this _____ day of _____, 2014

Company Name Street Address

Per (Printed Name) City State Zip

Title Signature

Phone Number Fax Number

Email Address

- The Bidder is (Check One):
- Corporation
 - Partnership
 - Sole Proprietorship

If the Bidder is a Corporation, the bid should be signed with the name of the Corporation by an officer authorized to execute a bid on behalf of the Corporation. This Corporation is organized and existing under and by virtues of the Laws of the State of _____.
Federal Tax ID Number: _____.

If the Bidder is a Partnership, the bid should be signed with the name of the partnership by one of the partners.
Federal Tax ID Number: _____.

If the Bidder is unincorporated and a Sole Proprietorship, the bid should be signed with the name of the Sole Proprietor by that person.
Social Security Number: _____.

MT. DIABLO UNIFIED SCHOOL DISTRICT
RFP #1735
PROPOSAL FORM:
LEA MEDI-CAL CLAIMS INCLUDING CRCS SERVICES
 (Submit with proposal)

Submitted herewith is our proposal to file actual and estimated LEA Medi-Cal reimbursement claims including CRCS for the Mt. Diablo Unified School District for the claim years ending June 30, 2017, June 30, 2018 and June 30, 2019.

Cost and Billing of Services:

Provide detailed information about the cost of the services. Billing and payment procedures should be clearly defined.

If you wish to submit a fee schedule based on a sliding scale, please follow these parameters:

Fee % (based on Fiscal Year Annual Gross Amount of Reimbursement from the State)		Annual Gross Amount of Reimbursement from the State
_____	for	\$1 to \$400,000
_____	for	\$400,001 to \$700,000
_____	for	\$700,001 to \$1 million
_____	for	\$1,000,001 to \$ 1,500,000
_____	for	\$1,500,001 to \$2,000,000
_____	for	over \$2 million

Time-task schedule:

Include a time-task schedule and plan showing how this time frame will be met as part of the proposal.

The services will be performed in accordance with the requirements outlined in the "REQUEST FOR PROPOSALS FOR LEA MEDI-CAL REIMBURSEMENT SERVICES" and will be performed by the personnel identified in the "Statement of Qualifications". The firm will enter into an agreement with the Mt. Diablo Unified School District in the form submitted with this Request for Proposal.

_____ Date _____
Name of Firm

By: _____ **Title** _____

**MT. DIABLO UNIFIED SCHOOL DISTRICT
STATEMENT OF QUALIFICATIONS**

(Submit with proposal)

**RFP #1735
BIDDER'S QUALIFICATION STATEMENT**

The signatory of the Statement guarantees the truth and accuracy of all statements and of answers to all questions hereinafter made. Failure to complete and return this Statement, or any false statement therein may render a bid non-responsive at the sole discretion of the Mt. Diablo Unified School District. All portions of the Statement must be completed. Contractors who do not thoroughly or accurately complete this form will be deemed non-responsive and excluded from submitting the bid.

Bid # _____

Firm _____

Address _____

Telephone _____ Facsimile _____

Submitted by: _____ Date _____
(Name of individual completing statement)

1. If a corporation, please answer the following:

Date of Incorporation: _____
In what state: _____
President's Name: _____
Vice President's Name: _____
Secretary's Name: _____
Treasurer's Name: _____

2. If a partnership, please answer the following:

Date of Organization: _____
General or association? _____

Name and Address of each general partner

1. _____
2. _____
3. _____

3. Number of years in business under this name: _____

4. Number of years in business under other names:

Name	Years
• _____	_____
• _____	_____
• _____	_____

5. How many years experience in performing type of work called for in this RFP?

6. In what other lines of business do you or your organization or any partner thereof have financial interests? _____

7. Have you or your organization, or any office or partner thereof, failed to complete a contract? Yes () No ()

8. Has your organization been assessed any penalties for non-compliance violations of the Federal or State Labor laws and/or regulations within the last five (5) years? Yes () No ()

9. Does your organization have any outstanding judgments, demands or liens resulting from violating the State Labor Code, the Business and Professions Code, Civil or Criminal decisions? Yes () No ()

Please explain all questions answered "yes" in questions nine (8) and nine (9) above on a separate sheet of paper along with this Statement.

10. List five (5) references where work comparable to that called for on the bid has been performed:

A. School District _____
Address _____
Telephone Number _____
Contact Person _____
Date of Work _____
Contract Award _____

B. School District _____
Address _____
Telephone Number _____
Contact Person _____
Date of Work _____
Contract Award _____

C. School District _____
Address _____
Telephone Number _____
Contact Person _____
Date of Work _____
Contract Award _____

D. School District _____
Address _____
Telephone Number _____
Contact Person _____
Date of Work _____
Contract Award _____

E. School District _____
Address _____
Telephone Number _____
Contact Person _____
Date of Work _____
Contract Award _____

Signed _____ Date _____

END OF DOCUMENT

WORKERS' COMPENSATION INSURANCE CERTIFICATE
RFP #1735
(Submit with proposal)

TO: THE MT. DIABLO UNIFIED SCHOOL DISTRICT

I am aware of the provisions of Section 3700 of the Labor Code that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. I will comply with such provisions before commencing the performance of the work under this contract and submit the necessary evidence of workers' compensation to Mt. Diablo Unified School District.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

CONFIDENTIALITY AGREEMENT
RFP #1735
(Submit with proposal)

The undersigned, a duly authorized officer of _____ does hereby represent, warrant and agree to the following statement:

"All financial, statistical, personal, technical or other information relating to the District's operation which are designated confidential by the District and made available to the undersigned shall be protected by the undersigned from unauthorized use and disclosure"

Date: _____

Firm Name: _____

By: _____
Signature of Authorized Officer

VENDOR REPRESENTATION AND CERTIFICATON

RFP #1735

(Submit with proposal)

The undersigned hereby affirms that:

1. He/she is a duly authorized agent of the vendor (corporate or other authorization confirmation may be requested prior to final contract execution).
2. The offer is being offered independently of any other Vendor's and is in full compliance with the collusive prohibitions of this State. The vendor certifies that no employee of its firm has discussed, or compared the proposal with any other vendor or District employee, and has not colluded with any other vendor or District employee.
3. The vendor will accept any awards made to it as a result of this solicitation if the acceptance is made within 90 calendar days after the proposal due date.

I hereby certify that I am submitting the following offer as my firm's proposal. I understand that by virtue of executing and returning with this proposal this required response form, I further certify full, complete and unconditional acceptance of the contents of this Solicitation (except as may be noted in the offer). I also agree to be bound by any and all specifications, terms and conditions, contract document, accepted offer and other documents of the Solicitation.

Submitted by: _____

Title: _____

Company Name: _____

Address: _____

Phone: _____ Fax: _____

By: _____

Date: _____

Manual Signature of Agent(s)

4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand.

5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of California Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. To the extent Education Code §45125.1 is applicable, Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1. Contractor shall provide the certification document attached hereto as Exhibit ____ prior to commencing work under this Agreement.

6. Rules and Regulations. All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.

7. Indemnification. Contractor shall hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

8. Insurance. Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. **EXCEPTION:** Contracts of less than \$5,000 need only provide general liability insurance of \$1,000,000 per occurrence.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability/Errors & Omissions Liability,** if applicable: \$1,000,000 per occurrence.

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Purchase Requisition # _____

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

INSURANCE REQUIREMENTS

No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance section 8 are hereby waived or modified as follows:

Limits: _____

Other: _____

The initials of the Superintendent, or his/her designee, and the General Counsel, are **required** to waive or modify any Insurance requirements in this Agreement:

Superintendent

General Counsel

- 9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519-1397
Attn: Superintendent

CONTRACTOR

Name: _____
Attn: _____
Address: _____
Phone: _____
Fax: _____
Tax ID #: _____

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to

Purchase Requisition # _____

the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
- 13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

Name of Company/Organization or Independent Contractor/Consultant

By: _____
Signature of Principal/Budget Administrator Date

By: _____
Signature of Contractor/Consultant Date

Title: _____
Print Name and Title

Title: _____
Print Name and Title

Authorized and Approved by:

Superintendent or Designee Date

Prior to commencement of service, sign and forward completed original contract to Fiscal Services.

Originator's Signature Date

Site/Department Originating this Contract

Print Name of Originator and Title

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, PFC

<i>Distribution</i>
<i>original: Fiscal Services for payment</i>
<i>copy: Contractor</i>
<i>copy: Originator/Budget Administrator</i>

EXHIBIT B

Contractor REQUIRED to Complete

CRIMINAL BACKGROUND CHECK CERTIFICATION

Mt. Diablo Unified School District Consultant/Independent Contractor Agreement - Criminal Background Check

Name of Independent Consultant/Contractor:		
Services to be performed under the Agreement:		
Schools/Locations where services will be performed:		
Total amount to be paid by the District under this Agreement:		\$
Term of Agreement:		
<i>Check the applicable box(es) and fill in any blanks.</i>		
1		I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students during the term of the Agreement. Therefore, we have not been fingerprinted.
2A		If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B		I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."

Independent Contractor/Consultant Signature

Superintendent or Designee's Signature

Print Name
Independent Contractor/Consultant

Date

Print Name
Superintendent or Designee's Signature

Date