

**Mahopac Central School District
179 East Lake Blvd.
Mahopac, New York 10541**

**REQUEST FOR PROPOSAL
Special Education Business & Medicaid Services**

PROPOSAL DUE DATE: June 4, 2021 10:00 A.M

NOTICE OF REQUEST FOR PROPOSALS

The MAHOPAC CENTRAL SCHOOL DISTRICT (“DISTRICT”), Mahopac, New York is seeking sealed Proposals from qualified firms or individuals to provide the above referenced service(s) to the District. The District seeks to purchase excellent affordable quality service(s).

A formal Request for Proposals (“RFP”) will be available in the Purchasing Department of the Mahopac Central School District, 179 E. Lake Blvd., Mahopac, NY 10541. Due to COVID 19 and the closure of Schools by the Governor, interested parties may obtain a formal RFP by contacting the District’s Purchasing Agent at laurias@mahopac.org. Please be aware that this courtesy does not alleviate the responsibility of an organization or individual from obtaining a copy of the RFP in a timely manner. No Proposal shall be considered unless the organization making the Proposal has first obtained a copy of the RFP. Specific requirements are provided in the RFP.

The Proposer’s qualifications, cost, and compliance with the requirements of the District will be used during the evaluation of the Proposer selection.

The response to this Request for Proposal must be received no later than 10:00 A.M. (EST) on June 4, 2021, in the Business Department of the Mahopac Central School District.

The District reserves the right to reject any or all Proposals, in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive, or conditional Proposals.

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SECTION I: INTRODUCTION

The District is committed to the development and implementation of an appropriate education for students with disabilities who reside in the District. In order to ensure the District is able to fund support and services for students with disabilities the District must ensure that any available State and/or Federal aid is properly acquired. Therefore, the Mahopac Central School District (“the District”) hereby solicits sealed competitive proposals from proposers to provide special education business and Medicaid billing services for the District.

For access to a copy of the District Special Education Plan (published on 12/8/15), please visit the following website:

https://echalk-slate-prod.s3.amazonaws.com/private/groups/11080/site/fileLinks/749df183-98f2-4f4e-8789-fde801a1467c?AWSAccessKeyId=AKIAJSZKIBPXGFLSZTYQ&Expires=1932559731&response-cache-control=private%2C%20max-age%3D31536000&response-content-disposition=%3Bfilename%3D%22District%2520Plan%2520MCSD%2520district%2520plan%25202015_.pdf%22&response-content-type=application%2Fpdf&Signature=7UZYmTTsIM7APiTuJv1XWv8whrU%3D

It is the purpose of this Request for Proposal (RFP) to select a Proposer or group of Proposers to provide the service(s) that will best satisfy the current and future requirements of the District.

This RFP does not commit the District to pay any costs incurred in the preparation of Proposals. Further, the District reserves the right to accept or reject any or all Proposals or any part of a Proposal, if it is in its best interest to do so.

Any factual information contained in this RFP is for informational purposes only, and is subject to independent verification by the Proposer.

SECTION II: SCHEDULE

The anticipated schedule of key events with regard to this Proposal process is as follows:

RFP Issued	May 17, 2021
Request(s) for Content Clarification(s) No Later Than	June 2, 2021
RFP Due Date	June 4, 2021 10:00 A.M. (EST)
Anticipated Board Award Date	June 17, 2021
Services to Begin	July 1, 2021
Contract Term	July 1, 2021 thru June 30, 2022

Note: The District reserves the right to revise these dates.

SECTION III: REQUEST FOR PROPOSALS (RFP)

A. Request(s) for Content Clarification(s)

If discrepancies or omissions are found by any prospective Proposer or if there is doubt as to the true meaning of any part of this RFP, a written request for a clarification or interpretation shall be submitted to the Pupil Personnel Services Department in writing, or email before the date indicated in Section II. Answers will be sent to all potential bidders and will be incorporated into this document. **DO NOT ASK ANY VERBAL QUESTIONS OF ANY MAHOPAC PUBLIC SCHOOL EMPLOYEE OR REPRESENTATIVE.** We also ask for a follow up phone call (845) 628-3415 ext. 10701 or email to biundom@mahopac.org due to COVID-19 to ensure any questions are received.

B. Addenda

Any interpretation, corrections and changes to this RFP and requirements or extensions to the submittal date will be made in writing by Addenda. Sole issuing authority of Addenda shall be vested in the Pupil Personnel Services Department as entrusted by the Board. Addenda will be mailed, Due to COVID 19 the District will also accept clarifications and interpretations in writing to the following email address biundom@mahopac.org before the date indicated in Section II or delivered to all that are known to have received a copy of the RFP. Proposers shall acknowledge receipt of all addenda (including answers to “Request(s) for Content Clarification” above) in Exhibit A-6 of this document. Any Addenda so issued are to be considered a part of this RFP document.

C. Proposal Due Date

The Proposer is requested to submit only pages 18 through 27, and other documents in the manner specified in the RFP along with their submittal. The Proposal must be signed by a person authorized to legally bind the entity submitting the Proposal, enclosed in a sealed envelope or package clearly marked on the exterior with “RFP Special Education, Related and Supportive Services.” **DUE DATE: June 4, 2021 and TIME: 10:00 A.M. (EST)**, and be received by mail or hand delivered to the Business Department no later than the time and date indicated in SECTION II, at the address shown below. Proposals shall be publicly acknowledged as received at such time. All Proposals will be dated and time recorded with the official time by the Business Department upon receipt. Any Proposals received after this stipulated time will be returned unopened.

Proposals are to be sent or delivered to:

**Steven Lauria
Mahopac Central School District
Business Department
179 East Lake Blvd.
Mahopac, NY 10541**

D. Damaged/Illegible Proposals

The District is not responsible for any Proposal or portion of a Proposal submittal that has been damaged or destroyed while in transit to the District. Proposers should take the necessary precautions to insure that their submittal is received intact. Illegible Proposals, data drives or documents received will be considered void and unacceptable.

E. Late Proposals

Proposals received in the Business Office after the submittal deadline shall be returned unopened and will be considered void and unacceptable. The District is not responsible for lateness of mail, carrier, etc. and the date/time stamp in the Business Office shall be the official time of receipt.

F. Altering Proposals

Proposals cannot be altered or amended after the submittal deadline. Any interlineations, alteration or erasure made before opening time must be initiated by the signer of the Proposal, guaranteeing authenticity.

G. Withdrawal of Proposal

A Proposal may not be withdrawn or canceled by the Proposer without justifiable cause following the date designated for the due date of Proposals and Proposer so agrees upon submittal of their Proposal.

H. Exclusion

No oral, telegraphic, telephonic, emailed or facsimile Proposals will be considered.

I. No Submittal

Should the Proposer not wish to submit at this time but wishes to remain on the list for future Proposals, please submit a "NO SUBMITTAL" by the same time and at the same location as stated for acknowledgment. If a response is not received in the form of a "PROPOSAL" or "NO SUBMITTAL" for three (3) consecutive RFP's, the Proposer shall be removed from the service list. The Proposer is requested to return the Proposal Recap Sheet (Exhibit A-7) and so indicate in the designated area that they have chosen to "NO SUBMITTAL" the contract.

Proposers desiring a copy of the Proposal Acknowledgement Sheet may call the Mahopac Central School District Purchasing Department at (845) 628-3415 Ext. 10404 to obtain detailed information on requesting tabulation. Proposal Acknowledgements WILL NOT BE GIVEN BY TELEPHONE.

J. Commitment

The Mahopac Central School District is committed to following the requirements of all applicable federal, state, and local laws regarding Requests for Proposals. With that in mind all those submitting a proposal should pay particular attention to the non-collusion affidavit (Exhibit A-2); procurement Anti-Lobbying Law (Exhibit A-3); Disclosure of Previous Non-responsibility Determination (Exhibit A-4); and EEO certification (Exhibit A-5 Certificate of Authority and EEO). Minority and women-owned business enterprises are encouraged to respond to this Request for Proposals and to include a letter certifying such status pursuant to NYS Executive Law Article 15-A.

SECTION IV: PROPOSAL EVALUATION

A. Evaluation Criteria

Evaluation criteria have been established to assist the District in determining which Proposer will provide the best-suited, quality service(s), which most nearly satisfies the requirements of the District. The criteria listed below are not of equal value or decision weights. The District will select the lowest responsible Proposal or group of Proposals into consideration using the following criteria as to the Proposer's responsibility. Evaluation shall include, but not be limited to the following:

1. Cost of service.
2. Proposed Service information.
3. Services offered are in compliance with the scope of services.
4. Proposers experience and performance in providing services(s) to other similar schools or customers.
5. Proposers submittal of required documents.
6. Other criteria as reasonably determined by the District.

B. Evaluation of Proposals

1. A Review Panel will evaluate each Proposal submitted.
2. During the RFP evaluation period all communication shall be directed to the Pupil Services Office.
3. Each Proposal will be evaluated according to the following process to determine if it meets the evaluation criteria outlined in this RFP.
 - a. First will be to determine whether the proposal conforms to the minimum criteria for consideration. Proposal packages failing to submit the necessary documentation shall be rejected without further evaluation and the Proposer will be so informed in writing.
 - b. All proposals not rejected will be evaluated according to the criteria listed in this section to determine finalists. Proposers not selected as finalists will be rejected from future evaluation and will be informed in writing.
 - c. Finalists shall then be evaluated on the evaluation criteria requested as part of this RFP.
 - d. Finalists may be required to make an oral presentation to the Review Panel and or the Board. The presentation will be to explain the various aspects of the proposal and to respond to questions that might arise before and /or during the evaluation.
 - e. A final proposal rating will be given to the Proposer whose proposal, in the sole discretion of the Review Panel, best meets the established criteria and the overall requirements of the Board. If, for any reason, a contract cannot be awarded, final negotiation will take place with the next best Proposer.

C. Disqualification of a Proposer & Rejection of a Proposal

Any one or more of the following, among others, may be considered sufficient for the disqualification of a Proposer and the rejection of the Proposal:

- 1. Evidence of collusion among Proposers.**
- 2. Failure to satisfy the Submittal requirements of the RFP.**
- 3. Lack of responsibility as shown by past work, reference or other factors.**
- 4. Default or termination of other contracts or agreements.**
- 5. Illegible or vague Proposals.**
- 6 Other causes as deemed appropriate at the Board's sole and absolute discretion.**

D. Rights to Accept or Reject

It is understood that the District reserves the right to accept or reject any and all Proposals for any/or all services covered in this RFP and to waive irregularities or technical deficiencies if it is the District's judgment that the proposal still best meets the District's requirements.

E. Final Selection

The final selection will be made on the basis of the District's determination of the respondent's overall ability to provide and manage the services for the District.

F. Right to Debriefing

A debriefing may be requested by any unsuccessful Proposer, within a reasonable time frame after the contract award. Discussion will be limited to the reasons that the proposal submitted by the unsuccessful Proposer was not selected for an award, why the winning submission was chosen, and/or offer advice and guidance to the Proposer to improve future Proposals.

SECTION V: RFP SUBMITTAL REQUIREMENTS

A. Confidential Information

The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, mandates public access to certain government records. Generally, Proposals submitted in response to this RFP may constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. To protect this information from disclosure under FOIL, Proposers should specifically identify the pages of the PROPOSAL that contain such information by properly marking the top of the applicable pages as "CONFIDENTIAL" and inserting the following statement in the front of its Proposal:

The information or data on page(s) _____ of this Proposal, identified on the top thereof as "CONFIDENTIAL", contain financial, technical or other information which constitute trade secrets or such, if publicly disclosed, would result in substantial injury to our competitive position. We request that the District use such information only for the evaluation of this PROPOSAL but we understand that the District must comply with the provisions of the New York State Freedom Of Information Law (FOIL) and that public disclosure of the information contained in this Proposal whether or not marked as "CONFIDENTIAL", and to make no claim for any damages as a result of any such disclosure by the District pursuant to FOIL.

In the event the District receives a FOIL request for disclosure of information marked as "CONFIDENTIAL", the Proposer shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons the Proposer has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation shall be used by the District in making its determination as to whether disclosure is required under the law.

B. Minimum Qualifications

The District desires that all Proposers possess certain references to ensure high quality product(s) and service(s) for the District. Therefore, Proposers must meet the following minimum requirements to be considered:

1. Proposer must have successfully provided service(s) of a similar type and to have a minimum experience of at least three (3) years, not limited to a school district, prior to the submission of the Proposal.
2. Proposer must be otherwise qualified and eligible to receive an award.

C. Submittal Format

Proposers are encouraged to submit sufficient information that is pertinent and would assist the District in making its decision in the award of services. Proposer shall provide with the Proposal submittal, all documents required by this Request for Proposals (RFP). Failure to provide this information may result in rejection of the Proposal. In order to aid the evaluation process, the Proposers submittal shall be marked with the proper designation below and submitted in the following format;

1. **Cover Letter: (Limit 1 Page)** Cover letter to identify proposer, the Proposer's business organization, and the personnel the District should contact concerning the proposal including names, addresses and telephone numbers.
2. **Executive Summary: (Limit 2 Pages)** Executive summary of import features of the Proposal, including a statement of minimum qualifications that should be highlighted for the review by the District.
3. **Experience: (Limit 3 Pages)** Set forth the specific experience the proposer has had with providing similar service. Identify locations and for each location describe the service, length of time service provided and the name, address and telephone number of individual references.
4. **Proposed Services:**
 - Special Education Business Services
 - Medicaid Services
5. **Required Documents:**

Pages 18 through 27 of this RFP document.

D. Other Requirements

1. **FACSIMILE OR EMAIL TRANSMITTALS SHALL NOT BE ACCEPTED.**
2. **ALL PROPOSALS MUST BE RECEIVED BY THE PURCHASING AGENT BEFORE OPENING DATE AND TIME.**
3. **All proposals must be SEALED.**
4. **Signatures**

Proposals must be signed in ink by an authorized officer of the company. Facsimile, printed, electronic or typewritten signatures are not acceptable.
5. **Duplicate Proposals**

The District will reject a company's Proposal if more than one Proposal is received from that company.

SECTION VI: GENERAL TERMS AND CONDITIONS

A. Contract/Agreement

The successful Proposer's submittal, when properly accepted by the District either by formal letter of acceptance or Purchase Order shall legally constitute acceptance and therefore, be subject to all the terms and conditions of the Proposal documents. Successful Proposer may also be required to sign a form of contract that includes the terms of this proposal, as well as the final terms and conditions that resulted in any negotiation between the District and the proposer.

B. Purchase Order

The MAHOPAC CENTRAL SCHOOL DISTRICT shall generate a purchase order(s) to the successful Proposer. The successful Proposer shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the District.

C. Contract Administrator

The District will designate the Assistant Superintendent for Pupil Personnel Services as the contract administrator. The Assistant Superintendent for Pupil Personnel Services has the designated responsibility to ensure compliance with all the Contractual Term and Conditions, including, but not limited to, the inspection and acceptance of the service(s) provided. The Assistant Superintendent for Pupil Personnel Services will serve as liaison between the District and the successful Proposer.

D. Payments:

1. The District will make payment only after receipt and acceptance by the District of the services(s) ordered.
2. Vendor invoices shall show the purchase order number and shall be mailed to: Mahopac Central School District, 100 Myrtle Avenue, Mahopac New York 10541. ATTN: Assistant Superintendent for Pupil Personnel Services.
3. Payments of any claim shall not preclude the District from making a claim for adjustment of any service(s) found not to have been in accordance with specifications.
4. The Mahopac Central School District is exempt (Tax-Exempt # 146001297) from federal, state, or municipal sales/excise taxes therefore Proposal shall not include any such tax.
5. If during the term of the Agreement/Contract, the successful Proposer's fees to other customers under the same terms and conditions for services(s) awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of that reduction shall be extended to the District.

E. Other Terms and Conditions:

1. Conflict Of Interest

No public official from the State of New York, Putnam County, or any local governmental unit located within the County of Putnam shall have interest in the Agreement.

2. Venue

The Proposer and the District explicitly agrees that this RFP will be governed and construed according to the laws of the State of New York and the parties further agree that the Supreme Court, State of New York, County of Putnam, the United States District Court sitting in White Plains, New York, shall be the forum for any actions brought under this RFP.

3. Silence of Requirements

The apparent silence of these Terms and Conditions as to any detail or to the apparent omission from it of the description concerning any point shall be regarded as meaning that only the best business practices are to prevail. All interpretations of these requirements shall be made on the basis of this statement.

4. Advertising

The successful Proposer shall not advertise or publish as a form of an endorsement, the fact that the District has entered into a contract, without the District's prior written approval except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

5. Interference

There shall be no interference with the District's operations in the performance of the service(s) rendered under this contract.

6. Termination Rights by the District

The District may terminate the contract for cause upon thirty (30) day's written notice, should the successful Proposer be in default or breach of the contract.

7. Representations

No information derived from inspection of the District's records or reports of investigation concerning the Agreement will in any way relieve the successful Proposer from its responsibility or from properly performing its obligations under the contract. The District may have provided information as a convenience to the Proposer and did so without any warranty whatsoever by the District. The successful Proposer makes its own conclusions and interpretations from the data supplied by the District and from information available from other sources.

8. Cumulative Rights

The rights and remedies provided by this Agreement is cumulative and the use of one right or remedy by a party shall not preclude or waiver the right to use any or all of the remedies.

9. Indemnification

The successful Proposer shall indemnify and save The Board of Education and the Mahopac Central School District and all District employees/representatives harmless from and against all claims, demands, losses, costs, damages, suits, actions and proceedings by whomsoever made, brought or prosecuted and in any manner based upon, arising out or, related to, occasioned by or attributable to the infringement or contribution to the infringement of any intellectual or industrial property right by the articles, methods, processes or act employed by, or plans, drawings, specifications another written data provided by, the successful Proposer or its employees in concern with providing services(s) hereunder (including, without limitations, legal expenses on a solicitor and client basis).

The provisions of this Section shall survive the expiration or sooner termination of this Agreement.

A further indemnification and hold harmless agreement will be included in the terms and conditions of the Agreement based on the type of services provided by the successful Proposer to the District.

10. Default or Breach

If the successful Proposer is in default, the District may, in its discretion, do all things necessary to effect compliance with the laws, regulation, by laws, directives, rules and conventions referred to therein, and the successful Proposer shall, on demand by the District, reimburse the District for all costs incurred by the District for that purpose.

11. Remedies

The successful Proposer and the District agree that both parties have all rights, duties and remedies available as stated in under the law and where appropriate, the Uniform Commercial Code.

12. Ethics

The Proposer shall not accept or offer gifts or anything of value nor enter any business arrangement with any employee, official or agent of the District. Any contact by a Proposer during the bid process, with District employees, Board members, other than with the Pupil Personnel Services/Business Department, shall be grounds for disqualification.

13. Compliance

All services must comply with all federal, state, county and local laws concerning this type of service and the fulfillment of all ADA (American with Disabilities Act) requirements.

The selected Proposal must comply with the Family Educational Rights and Privacy Act (FERPA) and New York State Education Law 2-d (Section 2-d) and it's implementing regulations. The Agreement with the selected Proposal must include an acknowledgement of their responsibilities under Section 2-d and execution of an Addendum provided by the District regarding data security and privacy protections consistent with Section 2-d and its regulations.

14. Drug/Smoke Free

Mahopac Central School District maintains a drug and smoke free workplace. Use, possession or under the influence of drugs and / or alcohol or smoking while in performance of the Agreement is strictly prohibited.

15. Non Discrimination Requirements

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional, non-discrimination provisions, the Proposer agrees that neither it nor its subcontractors shall discriminate for any reason of race, creed, color, national origin, age, sex, sexual orientation, gender identity or expression, disability or any other protected class under the law. Discrimination includes, but is not limited to (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Agreement.

The Mahopac Central School District does not discriminate on the basis of sex in the educational program or activities which it operates, and it is required by Title IX of the Educational Amendments of 1972 not to discriminate in such a manner. This policy of non-discrimination includes but is not limited to the following areas; recruitment and appointment of employees; employment pay and benefits; counseling services for students; access by students to educational program; course offering and student activities.

In addition, the Mahopac Central School District takes sexual harassment under the New York State Human Rights law seriously. Accordingly, it holds all district employees, volunteers, associates, students, independent contractors, and consultants to those standards.

16. Termination for Default/Non-Performance:

The District reserves the right to terminate the contract immediately in the event the successful Proposer fails to: 1) meet and complete schedules; 2) otherwise perform in accordance with the scope of services. Breach of contract or default authorizes the District to award to the next lowest Proposer or purchase services elsewhere and charge the full increase in cost to the defaulting Proposer.

17. Approximate Service Usage:

Estimated service usage is given. Approximate usage does not constitute a request, but only implies the probable services the District will require. Services will be utilized on an as-needed basis and it is understood that the estimated usage may be increased, decreased or omitted without any way invalidating Proposal fees. Contractor will only be paid for the services rendered.

18. Executory Clause:

This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the purchaser beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract.

F. Right to Purchase:

The District reserves the right to reject the Proposal in part or its entirety and purchase services from state or county contracts should it be deemed in the best interest of the District.

G. Contract Term:

The term of the contract shall be in effect from July 1, 2021 continuing through June 30, 2022, unless earlier terminated as set forth in these specifications. The School District reserves the right to renew this agreement annually, for a period not to exceed three (3) additional one-year periods.

H. Insurance:

The selected Proposal will need to provide proof of insurance naming the District as an additional insured prior to providing services to the District. The insurance and limits will be outlined in the Agreement. At a minimum the District requires:

- General Commercial Liability of \$1,000,000 per occurrence and \$2,000,000 in aggregate, along with coverage for sexual misconduct;
- Professional errors and omissions policy of \$1,000,000 per occurrence and \$2,000,000 in aggregate;
- Umbrella/Excess coverage of \$3,000,000; and
- Corporations and independent contractors must provide their own Workers' Compensations and N.Y. Disability insurance to their employees.

SECTION VII: SCOPE OF SERVICES (See Appendix A and B – Pages 28 thru 30 for a detailed scope of services)

- 1. A separate consultant agreement will be initiated for each service below. Scope of services shall include but may not be limited to the following Special Education & Related Services. Services could be in District or at the student's home.**

- Special Education Business Services
- Medicaid Billing Services

2. SPECIAL REQUIREMENT FOR APPOINTMENT IN SCHOOL DISTRICTS:

In accordance with the Safe Schools against Violence in Education (SAVE) legislation, Chapter 180 of the Laws of 2000, and by the Regulations of the Commissioner of Education, candidates for appointment in school districts must obtain clearance for employment from the State Education Department prior to employment based upon a fingerprint and criminal history background check. Successful candidate(s) is responsible for all fees incurred regarding the aforementioned requirement.

EXHIBIT A REQUIRED DOCUMENTS

PROPOSERS NAME: _____

- ☐ **A-1 Proposal Acknowledgment Form**
- ☐ **A-2 Non-Collusion Affidavit**
- ☐ **A-3 Procurement Anti-Lobbying Law**
- ☐ **A-4 Disclosure of Previous Non-Responsibility Determination and Iran Divestment Act of 2012**
- ☐ **A-5 Certificate of Authorization and EEO**
- ☐ **A-6 Addenda Acknowledgement**
- ☐ **A-7 RFP Recap Sheet**
- ☐ **A-8 RFP Pricing**

Please note that only pages 18-27 of this document should be returned with the Proposer's submittal. Pages 1-17 are to be kept by the Proposer for their records.

EXHIBIT A-1

PROPOSAL ACKNOWLEDGMENT FORM

The Proposer acknowledges that he/she has carefully read the RFP and understands the specifications requested.

The Proposer also acknowledges that this proposal is based on the written RFP document, any addenda listed in the addenda acknowledgement and not on any verbal communication or clarification from the District.

The Proposer further acknowledges that should this Proposal be accepted by the District, such action shall constitute a legally binding agreement and therefore, subject to all the terms and conditions of the bid documents.

Proposer further acknowledges that he/she will contract with the Mahopac Central School District using a Purchase Order and comply with the requirements of the RFP and the Purchase Order terms and conditions.

Company Name of Proposer: _____

Business Address of Proposer: _____

Business Phone Number: _____

Business is a legally listed as:

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation

Authorized Agent: _____
(Printed)

Authorizing Signature: _____

Date: _____

Authorized officer: Proposer's submittal containing statements, letters, etc., shall be signed in the Proposal by a duly authorized officer of the company whose signature is binding on the Proposer.

The undersigned offers and agrees to provide all of the services(s) awarded to them upon which qualifications are stated in the accompanying Proposal. The period of evaluation and award of the contract by the Board, shall be up to forty-five (45) calendar days, from the date of the Proposal acknowledgement, unless otherwise indicated by Proposer.

I, _____ am a duly authorized officer of/agent for _____ and have been duly authorized to execute the foregoing on behalf of the said.

I hereby certify that the foregoing offer has not been prepared in collusion with any other Proposer or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Proposer is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the type of services/commodities offered, or to influence any person or persons to offer or not to offer thereon.

By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury that to the best of his knowledge and belief:

- A. The fees in this Proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such fees with any other Proposer or with any competitor;
- B. Unless otherwise required by law, the fees which have been offered in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to the opening, directly or indirectly to any other Proposer or to any competitor; and,
- C. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

Company Name of Proposer: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Fax Number: _____

Authorized Agent:

Name: _____
(Printed)

Title: _____
(Printed)

By: _____
Signature

EXHIBIT A-3**Procurement Anti-Lobbying Law**

New York State Finance Law §§ 139-j and 139-k impose certain restrictions on communications between District Staff and any proposer during the procurement process. A Proposer is restricted from contacting, or having a third party contact, District staff with the intent to influence the procurement. The only communication regarding this RFP should be with the designated contact person(s) as indicated in the RFP and in the manner proscribed by under New York State Finance Law § 139-j during the restricted period. This restricted period begins once the RFP is advertised and lasts through the time a final award is issued by the Mahopac Central School District Board of Education. Any communications you have with the District regarding the RFP or as pertaining to the RFP will be documented. Failure to comply with these restrictions may result in your ineligibility for an award with respect to this RFP. Your acknowledgement to these restrictions is required.

Affirmation of Understanding regarding Restrictions on Contact pursuant to State Finance Law § 139-j

I, _____, affirm that I, and if applicable my company/organization understand and agree to comply with the terms of this RFP and only engage in permissible contacts as outlined by State Finance Law 139-j.

Name: _____

Date: _____

Title: _____

Signature: _____

Organization/Company Name: _____

Address: _____

Designated Contact for RFP: _____

**EXHIBIT A-4 DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS
And CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT OF 2012**

Please disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to (a) a violation of State Finance Law 139j or (b) the intentional provision of false or incomplete information to a Governmental Entity. State Finance Law 139-k mandates consideration of whether the Proposer has failed to timely disclose accurate or complete information, unless the procurement to the Proposer is necessary as permitted under the law.

1. Has any Government Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into a Procurement Contract in the previous four years?

No _____
Yes _____

If you answer yes:

a) was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j? No _____ Yes _____

b) was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Government Entity? No _____ Yes _____

If you answered yes to any of the above, please provide details regarding the finding of non-responsibility:

Governmental Entity: _____
Date of Finding of Non-responsibility: _____
Basis of Finding of Non-responsibility: _____

2. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the individual or entity due to the intentional provision of false or incomplete information?

No _____
Yes _____

If you answered yes:

Governmental Entity: _____
Date of Termination or Withholding of Contract: _____
Basis of Termination or Withholding: _____

NY State Finance Law §139-k requires that every Procurement Contract award subject to the provisions of the State Finance Law §§ 139-k or 139-j shall contain a certification that all information provided by the Proposer to the procuring District with respect to State Finance Law § 139-k is complete, true and accurate.

The District reserves the right to terminate this contract in the event it is found that the certification filed by the Proposer in accordance with NY State Finance Law was intentionally false or incomplete. The Bidder affirms that it understands and agrees to comply with the procedures of the District relative to permissible

Contacts as required by NY State Finance Law 139j . I certify that all information provided to the District is true and accurate.

Signature:_____

Date:_____

Name:_____

Title:_____

PROPOSER'S CERTIFICATION OF COMPLIANCE
WITH IRAN DIVESTMENT ACT OF 2012

In accordance with General Municipal Law §103-g, which generally prohibits the School District from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

☐

By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created by the Office of General Services (OGS) pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

☐

I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, New York

_____, 20__

Name of Bidder/Proposer

Signature of Authorized Official

Printed or Typed Name of Official and Title

Sworn to before me this

_____ day of _____, 20__

CERTIFICATION OF AUTHORITY AND EEO COMPLIANCE

The Individual signing all documents pertaining to this Proposal certifies that he/she is authorized to contract on behalf of the vendor/consultant.

The Individual signing all documents certifies that the vendor is not involved in any agreement to pay money or other compensation for the execution of this agreement other than to an employee of the vendor. Exceptions require full disclosure.

The Individual signing this document certifies that the vendor/contractor is properly certified/credentialed to perform the scope of work as outlined.

The Individual signing this document certifies that the vendor/contractor is not currently involved in any legal dispute that could terminate or adversely affect performance up to and including all final reports and recommendations both written and verbal.

The Individual signing this document certifies that he/she has read and clearly understands all of the information contained in the Request for Proposal.

Authorized Agent: _____
(Printed)

Authorizing Signature: _____

Date: _____

EEO Certification

This is to certify that _____ is an equal opportunity employer. This corporation does not discriminate on the basis of race, creed, gender, sex, religion, ethnic origin or any other protected class under federal, state, or local law in the conduct of its business.

Authorized Agent: _____
(Printed)

Authorizing Signature: _____

Date: _____

*****All minority and women owned enterprises pursuant to NYS Executive Law Article 15 shall include a letter of certification with their response to this Request for Proposals.*****

EXHIBIT A-6

ADDENDA ACKNOWLEDGEMENT

The Proposer acknowledges the receipt of all addenda listed below as issued by the Business Department. Addenda 1.0 has been issued with this RFP and are part of this document. Please list any additional addenda and sign below.

The Proposer further acknowledges the inclusion of said addenda to the original Proposal documents and therefore binding in the agreement of the Proposer with the District.

<u>Addenda Number</u>	<u>Date Received</u>	<u>Authorized Signature</u>

EXHIBIT A-7

RFP RECAP SHEET

RFP FOR: _____
Indicate Service

PROPOSAL DUE DATE: June 4, 2021 @ 10:00 A.M. (EST)

PROPOSER'S NAME: _____

ADDRESS: _____

“NO-SUBMITTAL”

☐ **PLEASE CHECK HERE IF PROPOSER WISHES TO “NOT SUBMIT”**

EXHIBIT A-8

RFP PRICING – _____
Indicate Service

***NOTE:** Bidders may quote services for _____, including evaluation costs, separately or
Indicate Service
together. Space is provided for pricing each service as by an hourly rate, per therapist rate, or an hourly
rate for the contract. The District reserves the right to award service for _____ to the same
Indicate Service
vendor or award to separate vendors as deemed in the best interest of the District.

*****PLEASE PROVIDE BEST AND FINAL PRICING*****

_____: For the 2021-2022 school year
Indicate Service

\$ _____ Daily rate

\$ _____ Hourly rate

\$ _____ Evaluation/Re-Evaluation (if additional cost)

**Proposer, by signing below, ensures that their offering will meet NY State environmental
performance specifications, if applicable.**

Signature

Appendix A

Scope of Work:

Special Education Business Services

Providers of special education business services shall:

- - Confer with District personnel in order to file school age public and private STAC forms for the following placements types:
 - Summer - public (in-district, other public schools, BOCES, McKinney Vento), private and chapter students' special class and related services/specialized instruction.
 - School Year- public (in-district, other public schools, BOCES, McKinney Vento), private and chapter.
 - Amend all current year STACs to actual costs
 - Complete AVLs and HSCAR;
 - Cost out new entrants to the system periodically through the school year
 - Complete re-applications
 - Assist in claiming special education transportation aid
 - Collaborate and communicate with the business office to assist with compliance with Federal and State regulations regarding the claiming and receipt of State and Federal special education aid
 - Work with the district to obtain approvals for private high cost, residential and out-of-state placements
 - Assist the PPS Department with collection and reporting on required special education data requirements such as SEDCAR, SIRS, PD System, and/or local data elements
 - Prepare an end of the year report outlining special education Federal and/or State aid claims submitted, including any recommendations to improve District practices in order to maximize special education reimbursement aid

Appendix B

Scope of Work:

Medicaid Billing

- 1) Review billings and services eligible for Medicaid reimbursement for the school year to determine whether the District has billed for and recovered all properly reimbursable Medicaid expenses.
- 2) Submit new and/or supplemental claims for reimbursable Medicaid expenses for the school year. This service shall include the following:
 - a) Perform self-audits on all claim submissions prior to transmission.
 - b) Electronically transmit all monthly claims.
 - c) Reconcile all paid, pending and denied reimbursements on a monthly basis.
 - d) Retroactively recover reimbursements for services not previously billed.
 - e) Review all claims and reimbursements monthly with the District's Medicaid Compliance Officer (or his/her designee)
 - f) Verify and ensure that no district provider is included or any Federal or State excluded from the list.
 - g) Present an end of the year report including any recommendations to improve the efficiency of District practices with respect to the following:
 - i) Are Medicaid billings submitted in a timely and accurate manner in such a way as to maximize the amount of reimbursements while maintaining compliance with all applicable laws?
 - ii) Are all Medicaid-eligible students properly identified?
 - iii) Is data from both internal and external service providers tracked, collected, and provided to the District with all other documentation needed to complete and submit the claims for reimbursement?
 - iv) Does the District obtain all requisite signatures, provider agreements, statement of reassignment and parental consents?
 - v) Does the District verify that all providers have required provider credentials and are registered with the New York State Education Department ("NYSED") registrations, and obtain their respective unique National Provider Identifier ("NPI") numbers?
 - vi) Does the District review all providers with the New York State Medicaid Inspector General to identify if and when any action has been taken against any providers? The successful proposer shall immediately notify the District's Medicaid Compliance Officer, in writing, of any such actions against a provider.

- vii) Does the District ensure that no District provider is included on any federal excluded list? The successful proposer shall immediately notify the District's Medicaid Compliance Officer, in writing, of any such provider exclusion.
 - viii) Does the District properly document the verification of services provided to the respective students individualized education plans ("IEPs")?
 - ix) Does the District properly verify the procedural terminology ("CPT") and International Statistical Classification of Disease (ICD-10) against the session notes and rectifies any discrepancies with the respective providers?
- 3) Provide the following additional services with respect to the performances described in Paragraphs 1 through 2 above
- a) Be available and provide any information and/or documents necessary to fulfill the requirements of an audit by either the District claims auditor, internal auditor or external auditor.
 - b) Represent the District during any audit by an outside, state or federal agency examining the District's Medicaid Program/claims.
 - c) At the direction of the District's Medicaid Compliance Officer provide Medicaid compliance training to District personnel, as needed
 - d) Attend Medicaid meetings on behalf of the District.
 - e) Provide records retention of all Medicaid documentation to ensure compliance with all applicable state and federal laws.