



Biloxi Public School District
P.O. Box 168
Biloxi, MS 39533

Request for Proposal

To Provide School-Based/Clinic ABA Therapy
Services In the Biloxi Public School District

To be funded IDEA Funds

Contact: April Rice
Special Services Director
(228) 435-4600

Due Date:

Friday, June 2, 2023 at 1:00 p.m.

1.0 Introduction

The Biloxi Public School District (the “District”) through the Office of Special Education as part of its requirement to implement the provisions of Individuals with Disabilities Education Act (“IDEA”) and Mississippi Policies and Procedures State Board Policy 7219 Regarding Children with Disabilities is soliciting written proposals from potential providers for school-based (with the option of clinic-based) Applied Behavior Analysis (ABA) services, teacher training, classroom observations, and functional behavioral assessments.

2.0 Project Overview

The District seeks school-based (with the option of clinic-based) ABA services to include evaluation, direct treatment, indirect treatment, parent training and consultations as specified as a related service on students with disabilities individual education plans (“IEP”) and professional development as needed. Services must be aligned with IDEA, current Mississippi Policies and Procedures Regarding Children with Disabilities, the Family Educational Rights and Privacy Act and are expected to have positive outcomes based on each student’s related service school-based goals.

3.0 Scope of Work

- A. Provide best practice in current school-based services, observations, trainings, and/or evaluations;
- B. Comply with the IDEA, Mississippi Policies and Procedures State Board Policy 7219 for Children with Disabilities, and the Family Educational Rights and Privacy Act;
- C. Utilize a process to maintain student data for the purpose of reporting progress and documenting educational benefit;
- D. Provide specialized training and support for administration, teachers, and parents when requested;
- E. Comply with District Policies and Procedures;
- F. Provide services during the 2023-2026 school years and extended school year as necessary.

4.0 Specifications

4.1 Qualifications

- Provide valid licenses in the State of Mississippi that allow you to provide the contracted services. Provider must be located in the State of Mississippi or be located within 100 miles of the District. If the provider does not meet the criteria above, provider must submit (2) two school district references within those listed confines that have a prior working experience with the provider.
- Provide a list of school district references.
- Pass background check and child abuse registry checks.
- Provide certificate of general and professional liability insurances.
- Provide assurance of worker’s compensation insurance if applicable.

- Provide assurance to indemnify and hold harmless the District from and against any claim, loss, expense, or damage to any person or property arising out of approved agreement to provide contracted services to the District.
- Available to provide listed services for the 2023-2026 school years.
- Provide resume of the provider.
- Available to file services on student/parent insurance (if applicable).

4.2 Focus of ABA Services

- Provide indirect services to include observations of students to determine the need for school-based services, planning treatment strategies with classroom teacher/parent.
- Provide direct services to include as needed: evaluation of students, development of educational school-based goals and implementation of intervention through direct care.
- Develop related service plan for school-based therapy to target the specific educational based therapy needs of student recommended by IEP Committee after evaluation.
- Collect data, monitor and report on service goals as required by IEP to ensure student success. (Results Driven Accountability) for educational benefit.
- Send Report of Progress every four and a half weeks (4.5) and nine weeks (9) to parents according to the student's school-based related services goals on their IEP;
- Provide regular consultation/training for parents, teachers and administration to apprise of student progress or lack of progress and to recommend any necessary treatment changes.
- Have the ability to provide possible clinic-based services (if warranted by the service provider)

4.3 Professional Development and Administrative Support

- Provide teacher orientation and training on the characteristics of the disability of the student and their school-based plans according to the related service goals on the IEP.
- Assist teachers in the implementation of each student's IEP as it relates to success in the classroom involving educational school-based goals.
- Assist teachers in the monitoring and data collection as it relates to each student's school-based goals as stated on their IEP according to Results Driven Accountability and educational benefit.
- Meet regularly with Special Education Director to conduct on-going evaluation of service provided under the provision of contract.

5.0 Management Responsibilities

The District will designate one representative who will act as the primary point of contact. The representative will be responsible for conferring with any and all parties necessary to resolve unanticipated issues or requirements that might occur during the course of the Request for Proposal ("RFP"). If you have any questions, please contact:

April Rice, Director of Special Education
Biloxi Public School District
P.O. Box 168
Biloxi, MS 39533
Phone: (228) 435-4600
Email: april.rice@biloxischools.net

6.0 Format and Procedures for Delivery of Proposal

The proposal shall consist of **four parts (Attachments A, B, C, D)**. The proposal must also include documentation of the qualifications listed on page 2.

Part I– Cover Page (Attachment A)

Part II – Basic Program Description (Attachment B)

Part III– Cost (Attachment C)

Part IV– Assurances and Signature Form (Attachment D)

Procedures for Delivery of Proposals

One (1) original and two (2) copies of the proposal must be submitted in a sealed envelope labeled “Proposal for Special Education Contracted Services SY24” and must be received before Friday, June 2, 2023 at 1:00 p.m. to the following address:

Biloxi Public School District
Special Services Department
ATTN: April Rice
160 St. Peters Avenue
Biloxi, MS 39530

Proposals received after the due date and time will NOT be considered. Incomplete proposals will not be accepted and will not be returned for revisions. No faxed or emailed proposals will be accepted. The proposal must be signed by an authorized official to bind the offeror to the proposal provisions.

7.0 Acceptance of Proposals

The District reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation from the proposal that does not affect the proposal, or gives one offeror an advantage or benefit not enjoyed by other offerors, or adversely impacts the interests of the school district. The District reserves the right to accept multiple proposals for individual services. Solicitations of additional proposals may be necessary during the school year to meet additional needs of IDEA services.

8.0 Rejection of Proposals

Proposals may be rejected for reasons that include, but are not limited to, the following:

1. The proposal contains unauthorized amendments to requirements as outlined herein.
2. The proposal is conditional.

3. The proposal is incomplete or contains irregularities that make the proposal indefinite or ambiguous.
4. The proposal is not signed by an authorized representative of the applicant.
5. The proposal contains false or misleading statements or references.
6. The proposal price is clearly unreasonable.
7. The proposal is not responsive (i.e., does not conform in all material respects to the RFP).
8. The supply or service item offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptability criteria set forth in the RFP.

9.0 Disposition of Proposals

All proposals become the property of the District.

10.0 Conditions of Solicitation

The release of the RFP does not constitute an acceptance of any offer. The District reserves the right to accept or reject any or all offers on the basis of the evaluation criteria contained within this document. The offeror shall assure compliance with the following conditions of solicitation:

1. Any proposal submitted in response to the RFP shall be in writing.
2. The District will not be liable for any costs associated with the preparation of proposals or negotiations of contract incurred by any party.
3. Discussions may be conducted with offerors who submit proposals determined to be reasonable and only for the purpose of clarification to assure full understanding of the solicitation requirements, but proposals may be accepted without such discussion.
4. Any withdrawal or modification of a proposal received after the time and date set for receipt of proposals at the place designated for receipt is late. No late proposal or late modification will be considered unless receipt would have been timely but for the action or inaction of District personnel directly serving the procurement activity.
5. The offeror represents that it has not retained a person to solicit or secure this agreement for a commission, percentage, brokerage, or contingent fee.
6. The offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without (for the purpose of restricting competition) any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the price proposal.

11.0 Terms and Conditions

Certain terms and conditions are required. Therefore, the offeror shall assure agreement and compliance with the following Terms and Conditions:

1. INDEPENDENT CONTRACTOR

The offeror shall perform all services as an independent contractor and shall discharge all of its liabilities as such. No act performed or representation made, whether oral or written, by the contractor with respect to third parties shall be binding on District. Offeror indemnities and holds harmless the District from and against any claim, loss, expense, or damage to any person or property arising out of this contract.

2. ACCESS TO RECORDS

The offeror will comply with the Family Educational Right and Privacy Act with regard to all student information. The offeror agrees to comply with provisions that provide authority for the United States Inspector General, the U. S. Comptroller General, and the Mississippi State Auditor, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit/examine any pertinent documents, paper, and records, related to change and performance under this agreement. Such records shall be kept for a period of five years (5) after final payment under this agreement.

3. APPLICABLE LAW

The contract shall be governed by the provisions of the Mississippi Accountability and Transparency Act (Miss. Code. of 27-104-151, et. seq.) and all other applicable laws of the State of Mississippi.

4. AUTHORITY TO CONTRACT

Offeror warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

5. COMPLIANCE WITH LAWS

The offeror understands that the District is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the offeror agrees during the term of the agreement that the offeror will strictly adhere to this policy in its employment practices and provision of services. The offeror shall comply with, and all activities under this agreement shall be subject to all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

6. PERSONNEL

Offeror agrees that, at all times, the employees of offeror furnishing or performing any of the services specified under this agreement shall do so in a professional manner and under a current professional license required for the service(s) rendered. Offeror agrees to certify in writing to the District that all of its employees, as well as subcontractors, who may come in contact with students during the term of the contract with the District have had a criminal background check completed, as well as child abuse registry check and none have been located on the child abuse registry and none have been found guilty of any crime of violence, serious felony, or offense. These services will be conducted by the District with the cost paid by the approved contractor.

7. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without for the purpose of restricting competition—any consultation, communication, or agreement with any other bidder or competition relating to those prices, the intention to submit a bid or the methods or factors used to calculate the prices bid.

8. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligations of the District to proceed are conditioned upon the appropriation of funds by the Mississippi State Department of Education and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at anytime, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the State, the District shall have the right upon ten (10) working days written notice to the offeror, to terminate or modify the agreement without damage, penalty, cost of expenses to the district of any kind whatsoever. The effective date of termination or modification shall be as specified in the notice of termination or modification.

12.0 Criteria for Evaluation of Proposals

Each proposal will be evaluated using the selection criteria indicated below. Each area must be addressed in the proposal in clearly defined language and/or procedures.

Maximum points for each criterion are as follows:

MAXIMUM POINTS

- A.** Describe best practice in proposed area of school-based/clinic-based therapy to include processes, therapy and promoting access to general curriculum for all students ages 3-21 recommended by the IEP Committee;

40 pts.
- B.** Explain compliance with the IDEA and Mississippi Policies and Procedures State Board 7219 for Children with Disabilities in regard to Related Service Eligibility for students eligible under IDEA;

10 pts.
- C.** Describe your process to maintain student data for the purpose of reporting progress (Results Driven Accountability) for educational benefit every 4 ½ weeks and 9 weeks to parents according to the student's goals on their IEP;

30 pts.
- D.** Provide specialized training and support for administration, teachers, and parents aligned with the individual student's disability to promote progress in the educational environment if requested to do so.

10 pts.
- E.** Explain how you will become familiar with and comply with District Policies and

Proposal Cover Page - Part 1

Attachment A

Biloxi Public School District
Biloxi, Mississippi
Request for Proposal of
Applied Behavior Analysis (ABA)
to be Funded By IDEA

TO: Provision of Applied Behavior Analysis (ABA) in the Biloxi Public School District

PROPOSAL OPENING DATE AND TIME:
Friday, June 2, at 1:00pm

VENDOR INFORMATION

Part III– Cost (Attachment C)

Company Name _____

Company Mailing Address _____

Telephone Number _____ Date _____

Note: Vendors should read all attached instructions in this Request for Proposal prior to submitting proposals.

Vendor must return proposal in a sealed envelope clearly marked.

II. BASIC PROGRAM DESCRIPTION —

Include an overview of the proposed services which will allow the district to determine the quality of services to be provided based on the Criteria for Evaluation of Proposals located on page 7. Additional space and/or attachments may be used to describe your Basic Program Description. Be sure to answer each area thoroughly.

- A.** Describe your best practice in current school-based therapy to include:
the observation and evaluation process, intervention/therapy, promoting student
access to general curriculum and independent performance/participation in education;
40 pts.
- B.** Explain how you will maintain compliance with the Individual with Disabilities Education
Act (IDEA) and Mississippi Policies and Procedures State Board 7219 for Children with
Disabilities in regard to Related Service Eligibility for students eligible under IDEA;
10 pts.
- C.** Describe your process to maintain student data for the purpose of reporting progress
(Results Driven Accountability) for educational benefit every 4 ½ weeks and 9 weeks
to parents according to the student's related service goals on their IEP;
30 pts.
- D.** Describe how you will provide specialized training and support for administration, teachers,
and parents aligned with the individual student's disability and treatment plan as a related
service and to promote progress in the educational environment;
10 pts.
- E.** Explain how you are will become familiar with and comply with District Policies and Procedures;
10 pts.

BUDGET/COST SUMMARY

Provide a specific description of your pricing structure. The description must include all costs to the District.

DESCRIPTION OF SERVICE	COST
Assistive Technology Evaluation	
Occupational Therapy	
Applied Behavior Analysis (ABA)	
Psychological Assessment Services	
Orientation and Mobility Services	

ASSURANCES AND SIGNATURE FORM

In submitting this Request for Proposal I certify that:

1. The company will provide school-based services through highly qualified and current Mississippi licensed individuals.
2. The company will comply with the Individuals with Disabilities Act, the Family Educational Rights and Privacy Act and all laws of the state of Mississippi including Mississippi State Board Policy 7219 Regarding Children with Disabilities.
3. The company is fiscally sound and will be able to complete services to the District during the 2023-2026 school years and extended school year as necessary.
4. The company will provide proof of current general and professional liability insurance.
5. The company will provide proof of current worker's compensation insurance, if applicable.
6. The company acknowledges that employee background checks and child abuse registry check is required and that the company is responsible for the fee charged for such by the District.
7. The company will hold harmless the District from and against any claim, loss, expense, or damage to any person or property arising out of a contract.

The undersigned hereby certifies that I am an individual authorized to act on behalf of the company in submitting this Request for Proposal and Assurances. I certify that all of the information provided herein is true and accurate, to the best of my knowledge. I understand that the discovery of deliberately misrepresented information contained herein may constitute grounds for denying the applicant's request for approval.

Typed Name of Company and Service

Typed Mailing Address of Company

Typed Telephone Number

Typed Email Address

Typed Name of Authorized Representative

Signature of Authorized Representative

Date Signed