



Ocean Springs School District Invitation to Submit RFP

District-Wide School Based Therapy Services

The Ocean Springs Board of Education invites you to participate in an RFP-Request for Proposals, by submitting a proposal for District Wide School Based Therapy Services. This invitation will be advertised in the MS Press and specifications and guidelines may be obtained by visiting www.ossdms.org or www.centralauctionhouse.com or obtained in the School Business Office, 2300 Government Street, Ocean Springs, Mississippi, 39564. Official Bid Documents may be downloaded, and electronic bids may be submitted at www.centralauctionhouse.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814. Electronic submittal of proposals is not required, but is encouraged.

Posting of Bid Notice to the State Bid Bank	4/8/2021
First Publication of the RFP Notice by the Newspaper	4/11/2021
Second Publication of the RFP Notice by the Newspaper	4/18/2021
Last Day to submit questions	4/21/2021 at 11:00 A.M. CST
RFP Opened	4/28/2021 at 2:00 P.M. CST
RFP Evaluation Period	4/28-4/30/2021
Recommendation to the BOT	5/11/2021

RFP may be submitted electronically by contacting Central Bidding at 225-810-4814 and setting up an account or in person or via postal service of choosing to the Ocean Springs School District Business Office, 2300 Government St. Ocean Springs, MS 39564, and ATTN: Amy Armata, Purchasing. RFP submissions are to be in a sealed envelope clearly marked: **RFP-Therapy Services SY22** and returned no later than 2:00 PM CST, April 28, 2021 at which time submissions will be opened in the Ocean Springs School District Business Office located 2300 Government Street, Ocean Springs, MS 39564. The proposal must be signed by an authorized official to bind the offeror to the proposal provisions. No faxed or emailed proposals will be accepted. Late submissions will not be accepted.

1.0 Introduction

The Ocean Springs School District, through the Office of Student Services, as part of its requirement to implement the provisions of Individuals with Disabilities Education Act (IDEA) and Mississippi Policies and Procedures State Board Policy 74.19 Regarding Children with Disabilities is soliciting written proposals from potential providers for district-wide school-based therapy services.

2.0 Project Overview

The Ocean Springs School District seeks school-based therapy services to include direct treatment, indirect treatment, and consultations as specified as a related service on students with disabilities individual education plans (IEP) or for the evaluation of student for a suspected disability, and professional development as needed. Services must be aligned with IDEA, current Mississippi Policies and Procedures Regarding Children with Disabilities, Family Educational Rights and Privacy Act and are expected to have positive outcomes based on each student's related service school-based therapy goals.

3.0 Scope of Work

- A.** Provide best practice in current school-based therapy and/or evaluations
- B.** Comply with the Individuals with Disabilities Education Act (IDEA) and Mississippi Policies and Procedures State Board Policy 74.19 for Children with Disabilities;
- 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 Ocean Springs School District Policies and Process;
- F.** Provide services during the 2021-2022 school year 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 Ocean Springs School 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 resumes of qualified and currently staffed employees licensed to provide services in the State of Mississippi.
- Provide a list of school district references
- Pass background check and child abuse registry checks.
- Statement of Willingness to be Trained and Utilize Reporting System used by District
- Provide Certificate of General and Professional Liability Insurances naming the Ocean Springs School District as an additionally insured.
- Provide Assurance of Workers Compensation Insurance if applicable.
- Provide Assurance to Hold Harmless the Ocean Springs School 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 Ocean Springs School District.
- Available to provide listed services for the 2021-2022 School Year and extended school year.

4.2 Focus of Therapy Services

- Provide Indirect Treatment to include observations of students to determine the need for school-based therapy, planning treatment strategies with classroom teacher/parent.
- Provide Direct Treatment to include as needed: evaluation of students, development of educational school-based therapy goals and implementation of intervention through direct care.
- Develop related service plan or evaluation of student for school-based therapy to target the specific educational based therapy needs of student recommended by IEP team after intervention and evaluation.
- Collect data, monitor and report on treatment goals as required by IEP to ensure student success. (Results Driven Accountability) for educational benefit.
- Send Report of Progress every 4 ½ weeks and 9 weeks to parents according to the student's school-based occupational and therapy related services goals on their Individual Education Plan (IEP);
- Provide regular consultation for parents, teachers and administration to apprise of student progress or lack of progress and to recommend any necessary treatment changes.
- Attend scheduled IEP meetings when requested to report on progress of student and confer with IEP team on students' needs.

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 therapy plans according to the related service goals on the Individualized Education Plan (IEP).
- Assist teachers in the implementation of each student's IEP as it relates to success in the classroom involving educational school-based therapy goals.
- Assist teachers in the monitoring and data collection as it relates to each student's school-based therapy goals as stated on their IEP according to Results Driven Accountability and educational benefit.
- Meet regularly with the Director of Student Services to conduct on-going evaluation of service provided under the provision of contract.

5.0 Management Responsibilities

The Ocean Springs School 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 RFP.

6.0 Acceptance of Proposals

The Ocean Springs School 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 Ocean Springs School 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.

7.0 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.

8.0 Disposition of Proposals

All proposals become the property of the Ocean Springs School District.

9.0. Conditions of Solicitation

The release of the RFP does not constitute an acceptance of any offer. Ocean Springs School 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 Ocean Springs School 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 school 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.

10.0 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 Ocean Springs School District. Offeror holds harmless the Ocean Springs School 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 Right to 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 after final payment under this agreement.

3. APPLICABLE LAW

The contract shall be governed by the provisions of the Mississippi Accountability and Transparency Act (MS Code 27-104-152) 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 school 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 Ocean Springs School 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 Ocean Springs School 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 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.

11.0 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. A separate form may be submitted to formalize responses; however, Attachment B and Attachment C must be completed and returned in the format received in the RFP. **Please type your answers.**

Maximum points for each criterion are as follows:

MAXIMUM POINTS

Describe best practice in proposed area of service provided therapy to include processes, intervention/therapy and promoting access to general curriculum for all students ages 3-21 recommended by the IEP committee;

40 pts.

A. Explain Compliance with the Individual with Disabilities Education Act (IDEA) and Mississippi Policies and Procedures State Board 74.19 for Children with Disabilities in regard to Related Service Eligibility for students eligible under IDEA;

10 pts.

B. 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 Individual Education Program (IEP);

20 pts.

C. 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.

20 pts.

D. Explain how you will become familiar with and comply with Ocean Springs School District Policies and Procedures.

10 pts.

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 74.19 for Children with
Disabilities in regard to Related Service Eligibility for students eligible under IDEA;
15 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 Individual Education
Program (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;
15 pts.

BUDGET/COST SUMMARY

Provide a specific description of your pricing structure. Please type your answers.

DESCRIPTION OF SERVICE	COST PER HOUR
Assistive Technology Evaluation	
Physical Therapy	
Occupational Therapy	
Counseling/Psychology/Behavioral Therapy Services	
Psychological Assessment Services	
Mobility and Orientation Services	
Visual Impairment Consultation	
ABA Therapy and services for Students with Autism Spectrum Disorder	

STANDARD TERMS OF AGREEMENT AND CONDITIONS OF BID

For the purposes of clarity, the terms contractor, vendor and seller shall be synonymous. The terms Ocean Springs School District and owner shall be synonymous. The terms BID and Proposal shall be synonymous.

- 1. Purchases:** Every purchase by the Ocean Springs school District of goods, services, or both, shall be governed by the following terms and conditions, except to the extent that such terms, and conditions are specifically modified or altered by the terms and conditions of the specifications sheets/s.
- 2. Gratuities:** The District may, by written notice to the Seller, cancel this contract without liability to Seller and District if it is determined by District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to an officer or employee of the District with a view toward securing a BID or securing favorable treatment with determinations with respect to the performance of such BID. In the event this BID is canceled by District pursuant to this provision, District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller. **Prohibition against Personal Interest in Bids:** If any member of the Board of Trustees of the District or any employee of the District has any interest, either direct or indirect, in the business of the Seller, such interest must be disclosed in Seller's BID. At the discretion and interpretation of the District, such interest may disqualify the Seller/Vendor as meeting the requirements of this BID.
- 3. Special Tools and Test Equipment:** If the price stated in the Proposal includes the cost of any special tooling or special equipment fabricated or required by Seller for the purpose of fulfilling Seller's obligations, such special tooling equipment and any process sheets related thereto shall become the property of the District, to the extent feasible, and shall be identified by the Seller as such.
- 4. Warranty and Price:** The price to be paid by the District shall be contained in Seller's proposal which Seller warrants to be no higher than Seller's current prices on order for products/services of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this BID upon an agreement or understanding for commission, percentage, brokerage, or contingent fee that would exceed the BID proposal pricing. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel this BID without liability and to deduct from the BID price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 5. Warranty Products:** Seller shall not limit or exclude any implied warranties. Any attempt to do so shall render this BID void at the option of the District. Seller warrants that the goods/services furnished will conform to the specification, drawings and descriptions contained in the BID Documents and to the sample/s furnished by Seller, if any.
- 6. Safety Warranty:** Seller warrants that the product or service sold/distributed in the District shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product/service does not conform to OSHA standards, District may discontinue the use of products/services at the Sellers expense.
- 7. No Warranty by District against Infringements:** As part of this BID for sale, Seller agrees to ascertain whether goods manufactured or services provided in accordance with the specifications attached to the agreement will give rise to the rightful claim of any third person by way of infringement or the like. District makes no warranty that the production of goods/services according to the specification will not give rise to such a claim. In the event the Seller is sued on the grounds of infringement or the like will result, the Seller will notify District to the effect in writing, of the notification of infringement. If District does not receive notice and is subsequently held liable for the infringement or the like, Seller will indemnify the District and hold District harmless from any loss, cost or expense. If Seller ascertains that production of the goods/services in accordance with the specifications will result in infringement or the like, this BID shall be null and void. The Seller at the end of the warranty period shall deliver to the District any and all documents and operating manuals for technology, equipment, telecommunication access/passwords and training to maintain the equipment to continue to operate the systems.
- 8. Commitment of Current Revenue:** The BID is conditioned on a best effort attempt by this governing body to obtain and appropriate funds for payment of the BID and the continuing right to terminate. This BID is a commitment of the District's current revenues only.
- 9. Advertising:** Seller shall not advertise or publish, without District's prior consent, the fact that District has entered into this BID, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
- 10. Right to Assurance:** Whenever one party to this BID in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days of the request, the demanding party may treat this failure as an anticipatory repudiation of the BID.
- 11. Independent Contractor:** Seller shall perform the services and/or provide goods required by the BID Document as an independent contractor and shall furnish such services/goods in its own manner and method. Under no circumstances or conditions shall any agent, servant, or employee of Seller be considered as an employee of the District.
- 12. Hold Harmless:** Seller shall fully indemnify, save and hold harmless the District, its officers, employees, and agents (hereafter "the indemnities") against any and all liability, damage, loss, claims, demands and actions of any nature whatsoever on account of personal injuries (including, without limitation on the foregoing, worker's compensation and death claims), or property loss or damage of any kind whatsoever, which arise out of or in any manner connected with, or are claimed to arise out of or be in any manner connection with, the

performance of the BID and its awarded products/services. Seller shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demand and actions.

13. Assignment Delegation: No right or interest in this BID shall be assigned or delegation of any obligation made by Seller without the written approval of the District. No BID or its provisions may be assigned, sublet or transferred without the written consent of the District. The performance of this BID by Seller is of the essence of the BID and the District's right to withhold consent to such assignment or delegation by Seller shall wholly void and hold totally ineffective for all purposes unless made in conformity with this paragraph.

14. Waiver: No claim or right arising out of a breach of this BID can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

15. Modifications: The signed BID can be modified or rescinded only by a written request signed by both parties and their duly authorized agents.

16. Modification to Specifications: Any and all variances from the items specified must be submitted in writing to the Business Office in addition to detailed manufacturer's specifications ten (10) days prior to BID Opening.

17. Non-Resident Vendors: Non-resident vendors must include documentation of the non-resident vendor's state preference laws. This is the amount or percentage of preference states give to resident vendors from their own state when awarding Bids. If the local state does not have a non-resident vendor's preference law, please attach a letter stating such. Such non-resident preferences shall be treated in a reciprocal manner.

18. Applicable Law: This BID shall be governed by the Mississippi Code as enacted by legislature which is effective and in force on the date of this BID together with any other laws of the United States, The State of Mississippi, Ordinances of the County of Jackson, Mississippi and the City of Ocean Springs, Mississippi and the policies and procedures of the Ocean Springs School District.

19. Interpretation Evidence: The BID Documents are intended by the parties as the final expression of their agreement and are intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by codes, is used in this agreement, the definition contained in the code is to control.

20. E-Verify Program: Vendor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work with the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Vendor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Vendor/Seller understands and agrees that any breach of these warranties may subject Vendor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Vendor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

21. Venue: Both parties agree that venue for any litigation arising from this BID shall lie in Jackson County, Mississippi.

22. Payments: No partial payments will be given for services/products until the job/order is complete.

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION FGDB-E (1)

The undersigned does hereby certify to the Board of Trustees for the Ocean Springs School District ("District") as follows:

That I am representative of _____ ("Contractor"), currently under contract ("Contract") with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that all of its employees, as well as, employees of subcontractors, who may come into contact with students during the term of the contract with the District have had a criminal background check completed, as well as, a child abuse registry check and none have been located on the child abuse registry nor have any employees been found guilty of any crime of violence, serious felony, or offense listed in the District's School Board Policy FGDB.

A complete and accurate list of Contractor's employees and of all of its Subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as Exhibit "A".

The Contractor's employees and employees of the Subcontractors that were located on the child abuse registry or who were convicted of a crime of violence, serious felony, or offense listed in the District's School Board Policy FGDB are as follows:

- 1.
- 2.
- 3.
- 4.

Contractor acknowledges that he has reviewed School Board Policy FGDB of the Ocean Springs School District.

Dated: _____

CONTRACTOR

By: _____

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME this the _____ day of

_____, 202__.

NOTARY PUBLIC

My Commission Expires: _____

Student Services-Contracted Services Contract

This agreement entered into between:

(Hereinafter referred
to as "Contractor")

AND

Ocean Springs School District
Post Office Box 7002
Ocean Springs, MS 39566-7002

(Hereinafter referred
to as "Customer")

IN CONSIDERATION of mutual benefits and covenants contained herein, Contractor and Customer agree as follows:

1. Employment. The nature of this contractual agreement is for an independent contractor to provide evaluation and therapy services to the students of the Customer.
2. Scope of Work. In consideration of the compensation described herein, Contractor shall perform the evaluation and therapy services set forth in the attached RFP for Student Services Contract Provider hereto and incorporated herein by reference. Contractor agrees to supply all labor, equipment, and material necessary to perform such services, unless otherwise specified in a students Individualized Education Plan (IEP)
3. Customer Warranty. Customer warrants that the services will be performed in a professional manner and that proper protocols will be enforced to protect the privacy of all employees.
4. Contractor Employees. Contractor shall perform the following duties:
 - (a) Contractor shall employ only persons skilled in the performance of evaluation or counseling services;
 - (b) Contractor must maintain a license to do business in the State of Mississippi.
5. Contractor shall maintain insurance of the following types and amounts which shall insure the actions of personnel, employees, agents, etc.:
 - (a) Professional Liability - Combined Single Limit in an amount of \$1,000,000.00 per occurrence with \$2,000,000.00 aggregate and other insurance coverage's as outlined in the attached Special Education Contracted Services RFP;
 - (b) Proof of coverage must be placed on file with the school district by the Contractor and kept current throughout the term of this contract.
 - (c) Failure to provide insurance set forth herein shall constitute default and the Customer may terminate the contract without penalty by providing five (5) days written notice to the Contractor.
6. Liability for Loss. Contractor shall be responsible for and shall indemnify and hold harmless Customer from and against any and all claims, demands, liabilities, or damages which may be suffered by, accrued against, be charged to, or recoverable from the Customer including attorney's fees, expenses, and costs which may arise out of or in connection with the Contractor's performance of duties, actions of his employees and agents, for dishonesty of any employee of the Contractor.
7. Miscellaneous.
 - (a) This Contract shall be construed in accordance with the laws of State of Mississippi.

- (b) This Contract constitutes the entire agreement of the parties and all additions or changes hereto shall be in writing;
 - (c) The continuing covenants of the parties contained in this contract shall survive the termination thereof;
 - (d) By the signature below, the individual executing this Contract on behalf of Customer warrants to Contractor that he has full power and authority to execute this Contract and thereby bind, jointly and severally, Customer to the terms of this Contract;
 - (e) If any portion of this Contract be legally adjudicated invalid or unenforceable, the parties do hereby covenant and agree that such portion or portions are absolutely and completely severable for all other portions of this Contract, and such other provisions shall constitute the agreement of the parties.
8. Terms of Service. The terms of this Contract shall commence **July 1, 2021** and shall continue until **June 30, 2022**. The Customer and the Contractor may mutually agree on or before June 30, 2020 to extend the terms of the contract for a period of four successive years, subject to the approval of the Board of Trustees on an annual basis. In the event the Contract is extended, the terms set forth herein shall remain in full force and effect unless modified in writing by both parties. That either party may terminate this Contract by providing the other party with forty-five (45) days advanced notice of the intent to quit. That upon serving written notice to the other party, the party desiring to terminate the Contract shall comply with all terms set forth herein until the expiration of the forty-five (45) day period.
9. Work Hours. Contractor shall schedule its services so as to conform to the reasonable requirements of the students of the Ocean Springs School District.
9. Compensation. Throughout the terms of this Contract, Customer shall pay to the Contractor the hourly rate of **\$.00 per hour** in accordance with the following terms:
- (a) Payment will be made no later than forty-five (45) days after an invoice for services has been submitted and:
 - 1. There are no unresolved problems with the service as outlined in the Student Services Contracted Services RFP attached;
 - 2. A bill for the appropriate amount will be presented to the Ocean Springs School District Department of Student Services the last Thursday of each month.
 - 4. There are no liability and/or insurance problems with required insurance coverage and limits.
 - (b) Contractor will perform services in accordance to Student Services Contracted Services RFP attached.
11. Neither party may assign or transfer any right set forth herein.
12. In the event the Contractor shall file bankruptcy, the Customer shall be entitled to terminate the Contract upon providing five (5) days written notice to the Contractor.

IN WITNESS WHEREOF, this contract has been executed on the dates listed under the signatures of the parties below and shall become binding when the fully executed contract is approved by the Board of Trustees of the Ocean Springs School District.

Contractor:

Ocean Springs School District

Date: _____

Date: _____

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 and all laws of the state of Mississippi including Mississippi State Board Policy 74.19 Regarding Children with Disabilities.
3. The company is fiscally sound and will be able to complete services to the district during the 2021-2022 school year and extended school year as necessary.
4. The company will provide proof of current general and professional liability insurance and worker's compensation insurance, if applicable.
5. 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 Ocean Springs School District.
6. The company accepts the Standard Terms and Conditions that are included in the Bid/Proposal RFP.
7. The company understands that it is at the District's discretion to award a therapy service bid. If no bids are received for a specific service, the District may choose to accept two signed quotes from providers for the service.

Please initial the following as being attached to your submission;

1. Completed page 1 and 2 and signed page 3 of contract: _____
2. Valid Certificate of Insurance attached: _____
3. Valid License (s) attached: _____
4. Completed FGDB-E (1) form attached: _____
5. Completed W-9 form if not a vendor of the OSSD: _____
6. Website addendum signed and attached, if posted (visit www.ossdms.org or www.centralauctionhouse.com)
7. SAM.gov printout _____

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