



Ocean Springs School District Invitation to Submit RFP

Hearing/Vision Screenings

The Ocean Springs Board of Education invites you to participate in an RFP-Request for Proposals, by submitting a proposal for District Wide Hearing and Vision Services. This invitation will be advertised in the MS Press and specifications and guidelines may be obtained by visiting www.ossdms.org or www.centralclearinghouse.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.centraauctionhouse.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
RFP Opened	4/28/2021, 2:00 P.M. CST
RFP Evaluation Period	4/28-4/30/2021
Recommendation to the Board of Trustees	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-Hearing /Vision 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.

SCREENING INFORMATION -Exhibit "A"

If a student is unable to be conditioned during a school based vision or hearing screening the Ocean Springs School District (OSSD), Department of Student Services, will provide a referral form to the guardian of the student for the appropriate contract provider. It is the parent's responsibility to contact the provider to make an appointment. The provider will make it priority to see the student within twenty-one (21) calendar days from the date of referral.

HEARING SCREENING requirements-

The hearing screening will include: a Pure Tone Screening. If a Pure Tone Screening is not possible because the child cannot be conditioned then an Otoacoustic Emission evaluation (OAE) will be conducted. A copy of the screening report will be provided to the parent as well as the OSSD Department of Student Services.

If the audiologist or otolaryngologist determines the child does not have a hearing loss, the audiologist or otolaryngologist should provide a statement indicating such and include with the screening report.

These reports will be made available within five business days of the completion of the evaluation.

VISION SCREENING requirements-

The vision screener will include: an auto refractor reading, a monocular and binocular visual acuity at both distance and near. A copy of the report will be provided to the parent as well as the Department of Student Services.

If the ophthalmologist or optometrist determines the child does not have a vision problem or impairment, or if it is determined the child has a vision problem correctable with aids such as glasses or contacts, the ophthalmologist or optometrist should provide a statement indicating such and include with the screening report.

These reports will be made available within five business days of the completion of the evaluation.

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 indemnitees") 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.

Hearing and Vision Screening Services Contract

This agreement is 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")

For hearing and vision screening services as outlined below.

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

1. **Employment.** Customer hereby employs Contractor to provide hearing or vision screenings or evaluations for students as requested by the Customer.
2. **Scope of Work.** In consideration of the employment and compensation described herein, Contractor shall perform evaluation services set forth in Exhibit "A", which is attached hereto and incorporated herein by reference. Contractor agrees to supply all labor, equipment, and material necessary to perform such services.
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 students.
4. **Contractor Employees.** Contractor shall perform the following duties:
 - (a) Contractor shall employ only persons skilled and licensed to perform the requested evaluation services as outlined in Exhibit "A"
 - (b) Contractor must maintain a license to do business in the State Of Mississippi and any other licenses or certificates required to perform the contractual tasks;
5. **Insurance.** 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;
 - (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, charged to, or recoverable from the Customer including attorney's fees, expenses, and costs which may arise out of or in the connection

with the Contractor's performance of duties, actions of his employees and agents, for dishonest of any employee of the Contractor.

7. Miscellaneous.

- (a) This contract shall be construed in accordance with the laws of the 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 the Customer 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**. That either party may terminate the 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.

10. Compensation. Throughout the term of this Contract, Customer shall pay to the Contractor the sum of \$ **per screening** 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 Exhibit A Attached;
 - (2) There is a duplicate copy of a bill for the appropriate amount presented to the Ocean Springs School District Business Office no later than five days after the end of the service period;
 - (3) There are no additional charges on the bill that were not specifically approved by the Superintendent, Director of Student Services, or the School Business Administrator;
 - (4) There is no liability and/or insurance problems with required coverages and Limits.

11. Neither party may assign or transfer any right set forth herein.

12. In the event that the Contractor shall file bankruptcy, the Customer should be entitled to terminate the contract upon providing 5 days written notice to the Contractor.

IN WITNESS THEREOF, 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 received approved by the Board of Trustees of the Ocean Springs School District.

Contractor

Date: _____

Ocean Springs School District

Date: _____

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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 _____, 200__.

NOTARY PUBLIC

My Commission Expires:

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.

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.

Initial the following:

Signed completed page 1 and signed contract attached: _____

Valid Certificate of Insurance attached: _____

Valid licenses attached: _____

Completed FGDB-E (1) form attached: _____

Completed W-9 form if not a vendor of the OSSD: _____

Website addendum signed and attached if posted please visit www.osssdms.org or www.centralbidding.com): _____

Price per hearing screening: \$_____

Price per vision screening: \$_____

Proposal Submitted by:

Company

Address

City & State

Telephone

Email

Address

Printed Name of Authorized Representative

Title

Signature of Authorized Representative

Date