

**Ocean Springs School District
Request for Proposal:
SY 24-25 Hearing Screenings**

The Ocean Springs Board of Trustees invites you to participate in an RFP-Request for Proposals, by submitting a proposal for **Hearing Screenings**. This invitation will be advertised in the Sun Herald and specifications and guidelines may be obtained by visiting www.ossdms.org or www.centrauctionhouse.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.centrauctionhouse.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.

Bid & Implementation Timeline:

Posting of Bid Notice to the State Bid Bank	April 2, 2024
First Publication of the RFP Notice by the Newspaper	April 2, 2024
Second Publication of the RFP Notice by the Newspaper	April 9, 2024
Last Day to submit questions	April 12, 2024 at 1:00 PM, CST
RFP Opened	April 19, 2024 at 2:00 PM, CST
RFP Evaluation Period	April 23-26, 2024
Recommendation to the BOT	May 14, 2024

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 Screenings SY25** and returned no later than April 19, 2024 at 2:00 PM, CST at which time submissions will be opened in the Ocean Springs School District Business Office located at 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. Any questions regarding the RFP need to be submitted via email to Amy Armata, Purchasing, aarmata@ossdms.org Questions will be answered via a Q&A or Addenda document. Please check the websites for these documents.

Purpose and Need

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 Hearing Screenings.

Overview

The Ocean Springs School District seeks Hearing Screening Services to 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. 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 it with the screening report. Screenings must be aligned with IDEA, current Mississippi Policies and Procedures Regarding Children with Disabilities, Family Educational Rights and Privacy Act.

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. Conduct a hearing screening to 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. 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 it with the screening report.
- D. Comply with Ocean Springs School District Policies and Procedures; and
- E. Provide services during the 2024-2025 school year and extended school year as necessary

Specifications

- A. Qualifications
 - Provide valid licenses in the State of Mississippi (Mississippi Department of Education or other professional state licensing agent) that allow you to provide the contracted services.
 - Providers **must** be located in the State of Mississippi or be located within 25 miles of the Ocean Springs School District.
 - Pass background check and child abuse registry checks.
 - 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 2024-2025 School Year and extended school year.
 - Provide an in-person service.

B. Focus of Service

- To provide a screening that includes conducting a hearing screening to 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. 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 it with the screening report.
- To ensure students are seen within 21 calendar days of the date of the referral.
- To provide the report to the OSSD Department of Student Services within 5 business days of the completion of the evaluation.

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 contract.

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 the district in relation to providing IDEA supports and services.

Rejection of Proposals

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

- The proposal contains unauthorized amendments to requirements as outlined herein.
- The proposal is conditional.
- The proposal is incomplete or contains irregularities that make the proposal indefinite or ambiguous.
- The proposal is not signed by an authorized representative of the applicant.
- The proposal contains false or misleading statements or references.
- The proposal price is clearly unreasonable.
- The proposal is not responsive (i.e., does not conform in all material respects to the RFP).
- 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.

Disposition of Proposals

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

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:

- Any proposal submitted in response to the RFP shall be in writing.
- 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.
- 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.
- 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.
- The offeror represents that it has not retained a person to solicit or secure this agreement for a commission, percentage, brokerage, or contingent fee.
- 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.

Terms and Conditions

Certain terms and conditions are required. See the OSSD Terms and Conditions contained in the RFP as well as those listed below.

1. 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.

2. 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.

3. 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.

4. 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 can be conducted by the Ocean Springs School District with the cost paid by the approved contractor.

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.

Basic Program Description- Part I

Attachment A

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

Maximum points for each criterion are as follows: MAXIMUM POINTS 40 pts.

- A. Describe your process for ensuring an appropriate hearing screening takes place based on the needs of the student. **20 pts.**

- B. Describe how you will ensure your hearing screenings meets the requirements under the Individuals with Disabilities Education Act (IDEA) and Mississippi State Board Policy 74.19 as it applies to hearing screenings. **20 pts.**

Scoring Sheet

Project Description	Maximum number of Points	Points Earned
Described their process for ensuring an appropriate hearing screening takes place based on the needs of the student.	20	
Described how they will ensure your hearing screenings meets the requirements under the Individuals with Disabilities Education Act (IDEA) and Mississippi State Board Policy 74.19 as it applies to hearing screenings.	20	

BUDGET/COST SUMMARY

Provide a specific description of your pricing structure. Include travel and other costs associated with your pricing structure. Please type your answers.

DESCRIPTION OF SERVICE	COST PER HOUR/SERVICE
<i>Evaluations/Screening</i>	
<i>Other – Describe</i>	
<i>Other – Describe</i>	
<i>Other - Describe</i>	
<i>Other - Describe</i>	

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 Hearing Screening Services.
2. Scope of Work. In consideration of the compensation described herein, Contractor shall perform the services as 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 materials necessary to perform such services.
3. Contractor Warranty. Contractor 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 and/or employees.
4. Contractor Employees. Contractor shall perform the following duties:
 - (a) Contractor shall employ only persons skilled and licensed in the performance of services as outlined in the RFP form.
 - (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 coverages as outlined.
 - (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, 2024** and shall continue until **June 30, 2025**. 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 staff and students of the Ocean Springs School District.

10. Compensation. Throughout the terms of this Contract, Customer shall pay to the Contractor the rate as outlined on the signed quote form and incorporated into this agreement 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 Quote form 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.
 - 3. 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 form, Contract, Terms and Conditions, Addenda, and Policy FGDBE all 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: _____

OSSD 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 sheet/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 Physical 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. 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.

9. 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.

10. 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.

11. 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.

12. 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. 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.

13. Hold Harmless: Seller shall fully indemnify, save and hold harmless the District, its officers, employees, and agents (hereafter "the indemnittees") 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.

14. 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.

15. 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.

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

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

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

24. Disbarment: Each Vendor will certify that: no federal or state suspension or debarment is in place, no criminal history of the firm/vendor or its employees exist, there is no collusion involved in presenting the BID or its components, the minimum insurance requirements are in place.

25. Federal Funds: This Bid may be funded in whole or in part with federal funding and could be subjected to applicable federal laws and regulations, all clauses required by federal statutes and Equal Opportunities and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200-Contract Provisions for Non-Federal Entity Contracts under Federal Awards, and any other provisions required by law or regulations.

26. SAM.gov Document: Any prospective vendor must be registered through the United States' System for Award Management (SAM) to do business with the federal government and must have a valid DUNS number.

27. Bid Protesting Policy: See OSSD Board of Trustee's policy DJEDD-Bid Protest Policy for details.

Ocean Springs School District Board Policy FGDB: Project Administration Contract Awards Procedure

Whenever the Ocean Springs School District contracts for janitorial, landscaping, vending services, lawn service transportation, construction or any other service, the Superintendent or his/her designee shall ensure the following:

1. The contracting entity shall provide the district with a list of all employees who may come into contact with students.
2. The contracting entity shall certify in writing that each employee who may come into contact with students has completed a criminal history background check and Child Abuse Registry check and that no disqualifying information has been located.
3. The contracting entity shall certify in writing that all employees who may come into contact with students have not been convicted of any crime of violence, serious felony, or any offense listed therein: possession or sale of drugs; murder, manslaughter, or armed robbery; rape, sexual battery, or sex offense as Listed in MS Code Section 45-31-3 (1); child abuse, arson, grand larceny, or burglary; or gratification of lust or aggravated assault. If any employee of a contractor has been determined to be guilty of a crime of violence, serious felony, or any offense as outlined above, the employee of the contractor shall be prohibited from entering district property in the presence of any student.
4. The contracting entity shall certify in writing that no employee has been determined to be a sex offender in the child abuse registry. Any employee identified in the child abuse registry shall be prohibited from entering district property.
5. General Contractors shall also assure that employees of sub-contractors have not been convicted of a crime of violence, serious felony, or any offense included in #3; and, shall further complete child abuse registry checks for employees of all sub-contractors.
6. In the event of an emergency or exceptional circumstance, such as where a student's health or safety is in jeopardy or when immediate repairs are needed to make a building safe for student, the Superintendent may relax the requirements of the policy for a period of time necessary to rectify the exceptional or emergency situation.
7. In situations involving employees of a contracting entity which have no contact with students, the Superintendent shall be authorized to relax the requirements of the policy.
8. The Superintendent may, in his/her discretion, also be authorized to decline enforcement of this policy with respect to vendors who deliver food, supplies, and soda and snack machine vendors.

In the letting of public contracts, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state, city, county, parish, nation or political subdivision having laws granting preference to local contractors shall be awarded Mississippi public contracts only on the same basis as the non-resident bidder's state, city, county, parish, nation or political subdivision awards contracts to Mississippi contractors bidding under similar circumstances. Resident contractors actually domiciled in Mississippi, be they corporate, individuals or partnerships, are to be granted preference over non-residents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state, city, county, parish, nation, or political subdivision of domicile of the non-resident. MS Code Section 31-7-47 (1995)

LEGAL REFERENCE: MS Code as cited ADOPTED: 01/13/2009 Ocean Springs School District Date Adopted: 1/13/2009 9

FGDB—E (1)

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 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 B.

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 _____,

20____.

NOTARY PUBLIC

My Commission Expires:

Mandatory Addendum to all Ocean Springs School District Agreements or Contracts

This Addendum between the Ocean Springs School District (“OSSD”) and (“Vendor”/“Contractor”) is an integral part of the agreement or contract.

Vendor/Contractor acknowledges that OSSD is a state subdivision and is subject to the laws of the State of Mississippi governing actions of state agencies. Vendor/Contractor further acknowledges that OSSD does not waive, relinquish or forfeit any of the rights, benefits, protections, guaranties or prohibitions that may be provided under any law, statute, regulation or policy. The parties agree that this Addendum is incorporated into the agreement/contract and agree that should any provision of the agreement/contract conflict with this Addendum, the terms of the Addendum control.

1. OSSD agreements or contracts are governed by the laws of the State of Mississippi. Any provision that purports to set venue outside of the State of Mississippi is deleted.
 - a. *U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).*
2. OSSD does not waive its sovereign immunity. OSSD shall only be responsible for liability resulting from the negligent actions of its officers, agents, and employees acting within the course and scope of their official duties.
 - a. *Miss. Code Ann. § 11-46-1, et seq.*
3. OSSD does not waive its Constitutional Eleventh (11th) Amendment immunity.
 - a. *U.S. Const. Amend. XI.*
4. Any reference to OSSD waiving its right to a trial by jury are deleted.
 - a. *Miss. AG Op., Chamberlin (October 18, 2002).*
5. OSSD does not agree to any provisions wherein the credit of the State of Mississippi is pledged or loaned in aid of any person, association, or corporation.
 - a. *Miss. Const. Art. 14 § 258; Miss. AG Op., Stringer (January 25, 2006).*
6. Any reference to payment of attorney’s fees by OSSD are deleted.
 - a. *Miss. AG Op., Nowak (January 23, 2009); Miss. AG Op., Stringer (January 25, 2006).*
7. OSSD does not agree to pay extra compensation, fees, or allowances after service rendered or agreement or contract made, or for any payment not authorized by law.
 - a. *Miss. Const. Art. 4, § 96; Miss. AG Op., Stringer (January 25, 2006).*
8. Any references to OSSD limiting OSSD’s damages to the agreement or contract price or any other set amount are deleted.
 - a. *Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).*
9. Any references to OSSD indemnifying or holding harmless the Vendor or Contractor or any other party are deleted.
 - a. *Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).*
10. Any provisions limiting the time for OSSD to pursue legal action are deleted.
 - a. *Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).*
11. Any reference to OSSD waiving any cause of action it may have against Vendor or Contractor or any other party as a result of Vendor or Contractor’s breach of the contract or agreement, or Vendor or Contractor’s own negligence or willful misconduct or the negligence or willful misconduct of Vendor or Contractor’s employees or agents are deleted.

- a. *Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).*
12. Any reference to OSSD limiting damages, remedies or waiving any claim are deleted.
 - a. *Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).*
13. Any provisions giving the Vendor or Contactor exclusive control over litigation are deleted. OSSD does not agree that Vendor or Contractor may represent, prosecute or defend legal actions in the name of OSSD.
14. Any references to OSSD submitting to binding arbitration are deleted.
 - a. *Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002)*
15. With the exception of any expressed limitation of remedies for breach of implied warranties of merchantability and fitness for a particular purpose concerning computer software and services performed on computer hardware and computer software, which are sold between merchants, any provisions which would limit the Vendor or Contractor's liability to OSSD or allow Vendor or Contractor to waive any applicable warranties (express or implied) are deleted.
 - a. *Miss. Const. Art. 4 § 100; Miss. Code Ann. §75-2-719; Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Chamberlin (October 18, 2002); Miss. AG Op., Long (February 22, 2009).*
16. Any references to OSSD limiting or waiving any common law warranty are deleted.
 - a. *Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).*
17. OSSD does not make any warranty.
 - a. *Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).*
18. OSSD will deliver payments to Vendor or Contractor. Any provision that requires OSSD pay Vendor or Contractor any late charges is governed by Miss. Code Ann. § 31-7-305.
19. OSSD is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Miss. Code Ann. § 25-61-1, et seq., and the Mississippi Accountability and Transparency Act of 2008, Miss. Code Ann. § 27-104-151, et seq.
20. Vendor or Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, et seq., and will register and participate in the status verification system for all newly hired employees. Any provision penalizing OSSD for hiring an employee who works for the Vendor or Contractor is deleted.
21. The continuance of any OSSD contract/agreement is based on the availability of funds. Should there be no funds available for any succeeding funding period; the contract or agreement will be canceled as of the end of the funding period with no further obligation on the part of OSSD. This contract/agreement is cancellable with thirty (30) days' notice to the vendor at the end of the fiscal period in the event funds are not appropriated by the funding authority. (Any property covered by a lease shall be returned to lessor).
22. Any provision requiring OSSD to name the vendor or contractor as an additional insured is deleted.
23. Neither party may assign its rights or delegate its duties under the contract or agreement without the prior written consent of the other party, which shall not be unreasonably withheld.
24. Vendor/Contractor recognizes that OSSD, as a political subdivision of the State of Mississippi, enters into this agreement/contract only to the extent authorized by Mississippi law.
25. Vendor/Contractor acknowledges that the individual executing the agreement or contract on behalf of OSSD is doing so only in his/her official capacity only, and to the extent that any provision contained in the agreement/contract exceeds his/her authority, Vendor/Contractor agrees that it will not look to that individual in his/her personal capacity or otherwise seek to hold him/her individually liable for exceeding such authority.

CONTRACTOR

By: _____

(Original Signature of Principal or General Agent)

NAME/TITLE: _____

COMPANY: _____

DATE: Beginning date of agreement/contract _____ Through June 30, 2025.

OCEAN SPRINGS SCHOOL DISTRICT

By: _____
(Original Signature of Authorized Representative)

TITLE: _____

DATE: _____

ASSURANCES AND SIGNATURE FORM

In submitting this Request for Proposal, I certify that:

1. The company will provide district-wide 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 2024-2025 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.
5. The company acknowledges receipt OSSD Policy FGDB: Project Administration Contract Awards Procedure and Exhibit "A" and understands of 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 OSSD Addenda and 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 bid for this service. If no bids are received, the District may choose to accept two signed quotes from providers for this service, if allowable by purchasing law.

Initial the following as being attached to your submission;

1. _____ All documents that are required to be completed and signed in the RFP.
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. _____ Signed OSSD Addenda attached
7. _____ Acknowledge Receipt of any Q&A or Addenda, if posted. Visit www.ossdms.org or www.centralauctionhouse.com to view these documents.
8. _____ SAM.gov printout attached. **Required** document because Federal Funds are used to pay for this 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.

Typed Name of Company

Typed Mailing Address of Company

Typed Telephone Number

Typed Email Address

SAM.gov Number

Typed Name of Authorized Representative

Signature of Authorized Representative

Date Signed