

Gulfport School District

2001 Pass Road · Gulfport, MS 39501

Advertised Proposal No: 2022-004P

The Gulfport School District Board of Trustees is seeking sealed proposals, subject to the attached conditions, until **March 9, 2021 at 2:30 PM** Central Standard Time for the acquisition of the services described below.

Applied Behavioral Analysis Services (BCBA)

Registered Behavioral Therapist (RBT)

The Company/Vendor must submit proposals and direct inquiries to:

**Gulfport School District
Administration Office
ATTENTION: Stacey Penny, Chief Financial Officer
2001 Pass Road
Gulfport, MS 39501**

Electronic proposals can be submitted at www.centralbidding.com

To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. The following must be clearly typed on a label affixed to the package in a clearly visible location:

**PROPOSAL, SUBMITTED IN RESPONSE TO
ADVERTISED PROPOSAL No. 2022-004P
March 9, 2021 at 2:30 PM
ATTENTION: Stacey Penny, CFO**

The Gulfport School District Board of Trustees reserves the right to accept or reject any part of a proposal and waive formalities.

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Gulfport School District
Advertised Proposal No: 2022-004P

SECTION I

Provide the following information regarding the person responsible for the completion of this proposal. This person will be the individual that Gulfport School District should contact for questions and/or clarifications.

Company/Vendor	
Organization Name	Federal Tax ID Number
Contact Person	Phone Number
Address	Mailing Address
E-mail Address	Fax Number
<p>I, hereby, declare that the information provided in this proposal is active, valid and a full disclosure of the requested information. I am fully authorized to represent the organization listed above, to act on behalf of it, and to legally bind it in a matter related to this bid proposal.</p> <p>Subject to the acceptance by Gulfport School District, the Company/Vendor acknowledges that by submitting a proposal and signing in the space indicated below, the vendor is contractually obligated to comply with all items in this proposal advertisement. If no Proposal Exception Form is included, the company/vendor indicates that there are no exceptions to the proposal being submitted.</p> <p>The Company/Vendor further certifies that the organization represented here is an authorized dealer in good standing with the services included in this proposal.</p>	
Name	Title
Original Signature of Officer in Bind of Company	Date

SECTION II

PROPOSAL GUIDELINES AND REQUIREMENT

This is an open and competitive proposal process.

Schedule of Proposal Advertisement Activities

ACTIVITY	DATE
First Advertisement	February 18, 2021
Second Advertisement	February 25, 2021
Proposals Opened	March 9, 2021
Notification of Award by	April 16, 2021

Official proposal documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic proposals can be submitted at www.centralbidding.com. Electronic proposals received will be stored in an electronic lockbox until the time designated for opening. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

The proposal submission must be sealed and consist of one (1) complete original (marked) proposal and two (2) copies of the proposal. Proposals must be submitted electronically, mailed, or hand-delivered with the following label in a clearly visible location:

PROPOSAL, SUBMITTED IN RESPONSE TO ADVERTISED PROPOSAL No. 2022-004P March 9, 2021 at 2:30 PM ATTENTION: Stacey Penny, CFO

Proposals submitted by facsimile (fax) will not be accepted.

Gulfport School District will not be responsible for mail delays or lost mail. Therefore, it is suggested that mailed proposals be sent as certified mail with a return receipt guarantee.

All proposals must be received by the Gulfport School District's Administration Office at 2001 Pass Road, Gulfport, MS no later than **March 9, 2021 at 2:30 PM** Central Standard Time. Any proposals received subsequent to the specified date and time will be returned to sender unopened.

The proposal must be signed by a company official authorized to bind the organization to its provisions.

Receipt or acceptance of a proposal does not imply commitment or obligation on the part of Gulfport School District to fund any proposal submitted.

Pricing

The price quoted in the proposal should be inclusive. Quoted hourly rates should include, travel, mileage, applicable taxes, maintenance costs, as well as a detailed list of excluded fees with a complete explanation of the nature of the fees. Gulfport School District is exempt from federal and state taxes.

All proposals should include item unit prices and total prices. Discrepancies between unit price included in proposal and total prices extension will be resolved by considering the unit price as binding and will adjust the total price accordingly. Gulfport School District reserves the right to accept proposals on the basis of individual line item or total bid price, whichever will provide the maximum benefit to the school district.

All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the proposal. Also, corrections made with correction tape or fluids are to be initialed.

Invoicing

Invoices for services rendered, which shall be supported by ordinary and reasonable documents. The invoice(s) shall itemize in reasonable detail the dates in which services were performed, the number of hours spent on such dates and a brief narrative description of the actual services rendered.

Standard of Quality

Services and features that refer specifically to certain services are used to convey to prospective vendors the desired service. However, prospective vendors may submit features and/or services of other services in lieu of services mentioned, provided that such service or feature is similar in design and purpose and equal in quality unless otherwise indicated. Complete descriptions and specifications must be included for all substitutions. Gulfport School District will be the sole judge as to whether or not the services or features offered are equal to that specified.

Addenda

Addenda is written instructions issued by the District prior to the proposal opening which modify or interpret the specifications documents by additions, deletions, clarifications or corrections. Such written instruments shall be the sole method employed to amend, change or clarify the proposal specification and any claims (from whatever source) that verbal amendments, changes or clarifications have been made shall be summarily rejected by the District. No addenda will be issued later than March 2, 2021. Each vendor shall ascertain prior to submitting their proposal that he has received all addenda issued.

Right to Adjust or Reject Proposals

The Gulfport School District reserves the right to reject any or all proposals and waive formalities. Furthermore, Gulfport School District reserves the right to adjust quantities of services involved under any item in accordance with the unit prices submitted as part of the proposal.

All awards will be based upon availability of funds. Gulfport School District reserves the right to terminate or modify any part of this procurement process at any time and for any reason; to award one (1) contract or multiple contracts; to negotiate changes; to make no awards; and to issue new and/or revised policies and clarifications at any time. If it becomes necessary to revise any part of the advertised proposal, addenda will be provided to all companies/vendors who requested the original advertised proposal packet through written communication delivered by the United States Postal Service and/or by e-mail.

Delivery of Services

All services to be provided shall take place during the 2021-2022 school years and the extended school year program in the Gulfport School District.

Presentations

Vendors may be required to make an oral presentation to the Gulfport School District evaluators if clarification of a proposal is necessary to make a proper evaluation. A company's original proposal cannot be changed in any aspect as a result of an oral presentation. The oral presentation is only intended to provide an opportunity for vendors to clarify specific portions of their proposal. Oral presentations will be arranged at the discretion of Gulfport School District and will be by invitation only.

References

References from five (5) including one (1) K-12 educational institutions currently being serviced for which comparable services have been provided and/or performed must be included in the proposal. One reference must be available for a site visit. The reference list must include the organizations' name, contact person, address, and phone number.

Evaluation and Awarding of Proposal

The District will evaluate every proposal submitted and reserves the right to be the sole judge of which proposal meets the needs of the District. During the course of the Contract, the District reserves the right to negotiate changes in the scope, including the quantity and/or cost of the required services/equipment as well as changes in the scope and/or cost of the enhancements offered by the Vendor to the District.

While cost is an important element in the proposal process, many other factors may be considered, and the award will not necessarily be based on the lowest price. The District reserves the right to consider all relevant and reasonable criteria in selecting the successful vendor, which may or may not be expressed in the specifications. After determining that the proposal satisfies the mandatory requirements stated in the proposal documents, Gulfport School District in its sole discretion will make a comparative assessment of the relative benefits and deficiencies of proposals. The award of a contract resulting from these proposal documents shall be based on the lowest and best proposal as determined solely by GSD, after consideration of factors that may include, but not be limited to, the following:

- Gulfport School District's direct experience with Vendor;
- Vendor's direct experience in Mississippi;
- Vendor's direct experience in the Southeast;
- Vendor's reference in the State of Mississippi;
- Vendor's financial standing;
- Vendor's ability to handle additional work;
- Vendor's insurance coverage and bonding; and
- Vendor's price;

In no way shall the Gulfport School District or the Board of Trustees be required to justify their decision or be held accountable to the Vendor in making its award of the contract or its refusal to contract with any of the parties. The judgment of the value and merit of the proposals shall be made solely at the discretion of the Gulfport School District.

All prospective vendors will be notified of the decision regarding the proposal award.

Section III

Services Specifications

Introduction

The Gulfport Public School District through the Office of Special Education as part of its requirement to implement the provisions of Individuals with Disabilities Education Act (IDEA) and Mississippi Policies and Procedures State Board Policy 7219 Regarding Children with Disabilities is soliciting written proposals from potential providers for district-wide school-based therapy services.

Project Overview

The Gulfport Public School District seeks a Board Certified Applied Behavioral Analyst (BCBA) to provide services to include evaluation, direct treatment, indirect treatment, and consultations as specified as a related service on students with disabilities individual education plans (IEP) and professional development as needed. Services must be aligned with IDEA, current Mississippi Policies and Procedures Regarding Children with Disabilities, Family Educational Rights and Privacy Act and are expected to have positive outcomes based on each student's related service goals.

Scope of Work

- A. Provide best practice in current school-based therapy, teacher consultations for IEP meetings, observations, trainings, and/or evaluations;
- B. Comply with the Individuals with Disabilities Education Act (IDEA) and Mississippi Policies and Procedures State Board Policy 7219 for Children with Disabilities;
- C. Utilize a Process to Maintain Student Data for the Purpose of Reporting Progress and Documenting Educational Benefit and submit data weekly;
- D. Provide written evaluations, with recommendations, to Gulfport School District Special Education personnel within two weeks of completion of the evaluation;
- E. Provide Specialized Training and Support for Administration, Teachers, and Parents when requested;
- F. Comply with Gulfport Public School District Policies and Process;
- G. Comply with CDC safety protocol;
- H. Provide services during the 2021-2022 school year and 2022 extended school year as necessary.

Specifications

Qualifications

- Provide valid licenses for a BCBA and RBT 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 Gulfport Public School District**. Location will be considered first. If the provider does not meet the criteria above, provider

must submit (2) two school district references within those listed confines that have a prior working experience with the provider.

- Provide a list of school district references.
- Pass background check and child abuse registry checks.
- Provide Certificate of General and Professional Liability Insurances.
- Provide Assurance of Workers Compensation Insurance if applicable.
- Provide Assurance to Hold Harmless the Gulfport Public 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 Gulfport Public School District.
- Available to provide listed services for the 2021-2022 School Year.
- Vendor must employ the individual

Focus of Applied Behavioral Analysis Therapy

- 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, etc.
- Develop related service plan for school-based therapy to target the specific educational based therapy needs of student recommended by IEP Committee after evaluation.
- Collect data, monitor and report on treatment goals as required by IEP to ensure student success. (Results Driven Accountability) for educational benefit.
- Send Report of Progress every 4 and a half weeks and nine weeks to parents if indicated on the student's school-based related services goals on their Individual Education Program (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.

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 Program (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 Special Education Director to conduct ongoing evaluation of service provided under the provision of contract.

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 vendor 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 Gulfport Public School District. The vendor holds harmless the Gulfport Public 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 vendor will comply with the Family Right to Privacy Act with regard to all student information. The vendor 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 Laws

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

Vendor 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 vendor understands that the Gulfport Public 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 vendor agrees during the term of the agreement that the vendor will strictly adhere to this policy in its employment practices and provision of services. The vendor 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

Vendor agrees that, at all times, the employees of vendor 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. Vendor agrees to certify in writing to the Gulfport Public 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 Gulfport Public School District with the cost paid by the approved contractor.

7. Certification of Independent Price Determination

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

8. Availability of Funds

It is expressly understood and agreed that the obligations of the district to proceed are conditioned upon the appropriation of funds by the Mississippi State Department of Education and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, 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 vendor, 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.

Criteria for Evaluation of Proposals

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

Maximum points for each criterion are as follows:

MAXIMUM POINTS

- | | |
|---|----------------|
| A. Describe your best practice in current school-based therapy to include:
the observation and evaluation process, intervention/therapy, promoting student
access to general curriculum and independent performance/participation in education; | 40 pts. |
| B. Explain how you will maintain compliance with the Individual with Disabilities Education
Act (IDEA) and Mississippi Policies and Procedures State Board 7219 for Children with
Disabilities in regards to Related Service Eligibility for students eligible under IDEA; | 10 pts. |
| C. Describe your process to maintain student data for the purpose of reporting progress
(Results Driven Accountability) for educational benefit every 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; | 10 pts. |
| E. Explain how you will become familiar with and comply with Gulfport Public School District
Policies and Procedures. | 10 pts. |

SECTION IV

Vendor Requirements

The vendor will be required to provide an IRS W-9 form. The vendor, if awarded, will ensure compliance with the MS Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), 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 within 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 will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Vendor acknowledges that violating E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

Insurance – Vendor shall carry, pay for and keep in force with an A rated or better company or companies licensed to do business in Mississippi, comprehensive general liability in minimum amounts of \$1,000,000 bodily injury and death and/or property damage combined single limit for each occurrence. The vendor shall provide workers compensation insurance for its employees in accordance with statutory limits. The vendor shall provide current certificates of insurance throughout the term of the contract naming the Gulfport School District as an additional insured.

Hold Harmless Clause – If selected the Vendor agrees to indemnify, hold harmless and defend the Gulfport School District, their Board of Trustees, and all administrators, employees, agents or servants against all suits, actions, legal proceedings, claims and demands and all damages, loss, cost, expenses, and attorney’s fee, in any manner caused by arising from, incidental to connected with or growing out of the operation of this contract.

Force Majeure – In the event the Vendor is unable to provide the services as specified in this proposal because of any act of God, civil disturbance, fire, riot, war, terrorism, governmental action or any other condition or cause beyond the Vendor’s control or any other force majeure clause as defined by state law, the District shall excuse the vendor from performance under this Agreement.

Status of Vendor/Contractor – In the interpretation of any agreement resulting from the bid and the relations between Vendor and District, the vendor shall be construed as being an independent contractor to provide services only. Neither the contractor, nor any of its employees shall be held or deemed in any way to be an agent, employee or official of the District. The vendor shall be responsible for, and hold the district harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes including the responsibilities under the Affordable Care Act.

Place of Contract/Controlling Agreement – The resulting contract/agreement shall be governed by the laws of the State of Mississippi. All regulations, laws and requirements of the state shall mean the regulations, laws or requirements of the State of Mississippi.

BUDGET/COST SUMMARY

Provide a specific description of your pricing structure.

DESCRIPTION OF SERVICE	COST PER HOUR
Type of Therapist	
Applied Behavioral Analysis Therapy (BCBA)	
Registered Behavioral Therapy (RBT)	
Conduct and Develop a FBA and BIP	

SECTION V

Proposal Assurances

In submitting this Request for Proposal, I certify that:

We do furnish and deliver the items as listed in the proposal according to your specifications. These prices will be guaranteed until through June 30, 2022.

Both unit prices and total prices have been submitted with the understanding that we will be responsible for making complete delivery accordingly. We also agree not to request permission to withdraw our bid after bids have been publically opened.

The Vendor certifies that this proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

The company will provide school-based services through highly qualified and current Mississippi licensed individuals.

The company will comply with the Individuals with Disabilities Act and all laws of the state of Mississippi including Mississippi State Board Policy 7219 Regarding Children with Disabilities.

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.

The company will provide proof of current worker's compensation insurance, in applicable.

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 Gulfport School District.

The company will hold harmless the Gulfport School District from and against any claim, loss, expense, or damage to any person or property arising out of a contract.

The undersigned hereby certifies that I am an individual authorized to act on behalf of the company in submitting this Request for Proposal and Assurances. I certify that all 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.

Proposal Assurance	
Company Name	Company Address
Contact Name and Title (Print or Type)	Phone Number
Signature	Date
Name	Title

Proposal Response Checklist

These items should be included in your response to Proposal Advertisement No. **2022-004P**

✓	#	Response
	1.	One (1) original (marked) proposal
	2.	Section I – Signed and Dated
	3.	Proposal Exception Summary Form (If used)
	4.	Section II – Vendor Profile and Questions
	5.	Section II – Proposal Assurances
	6.	Section III – Point to Point Specifications
	7.	IRS W-9 Form
	8.	One original and two (2) copies of the proposal

	9.	References
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SECTION VI

Proposal Exception Summary Form

List and clearly explain any exceptions for all specifications and sections in the table below.

	Proposal Advertisement Reference (Reference the specification number and/or section number)	Vendor Proposal Reference (Reference page, section, and items in the proposal where exception is explained)	Brief Explanation of Exception	GSD Acceptance (GSD signature if accepted)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Gulfport School District Potential Service Locations:	
Anniston Avenue Elementary School 2314 Jones St. Gulfport, MS 39507	Bayou View Elementary School 4898 Washington Ave. Gulfport, MS 39507
Central Elementary 1043 Pass Rd. Gulfport, MS 39501	Pass Road Elementary School 37 Pass Rd. Gulfport, MS 3907
Twenty-Eighth Street Elementary 3034 46 th Ave. Gulfport, MS 39501	Bayou View Middle School 212 43 rd St. Gulfport, MS 39507
West Elementary School 4051 15 th St. Gulfport, MS 39501	Gulfport High School 100 Perry St. Gulfport, MS 39507
Gulfport Central Middle School 1310 42 nd St. Gulfport, MS 39501	Technology Special Services Building 2014 Pass Rd. Gulfport, MS 39501
The Learning Center 1215 Church St. Gulfport, MS 39507	MSU Headstart 1526 Mills Ave. Gulfport, MS 39501
Any preschool that the district provides services to students located in the school zone of the Gulfport School District	