

Hattiesburg Public School District



Today's Learners....Tomorrow's Leaders

HATTIESBURG PUBLIC SCHOOL DISTRICT
301 Mamie Street
Hattiesburg, MS 83401

REQUEST FOR PROPOSALS

Exceptional Children Health & Services Providers
RFP # 03-2018

Submission Deadline

July 14, 2017
11:00 A.M.

Contact: Deborah G. Martin, Executive Director Exceptional Children Health Services
Telephone: (601) 582-5078
E-Mail: deborah.martin@hattiesburgpsd.com

HATTIESBURG PUBLIC SCHOOL DISTRICT
REQUEST FOR PROPOSALS
Exceptional Children Health & Services Providers
RFP # 03-2018

For Fiscal Year July 1, 2017 – June 30, 2018

1.0 Introduction

The Hattiesburg Public School District invites you or your firm to submit a proposal for Exceptional Children Health and Services Providers for period of July 1, 2017 to June 30, 2018.

It is the intent of this request for proposal (RFP) to seek qualified Service Providers as it relates to educating and providing services to students with disabilities. The following service categories include:

- Occupational Therapy and Assessment
- Speech-Language Therapy and Assessment
- Physical Therapy and Assessment
- Visual Impairment Teacher and Assessment
- Psychological Services
- Adaptive Physical Education and Therapeutic Recreation Consultation
- Independent Educational Evaluation (IEE)

Evaluation of proposals shall be based on what is the best overall solution for the Hattiesburg Public School District. Cost will only be one factor used in determining what is in the best interest of the Hattiesburg Public School District. The district will award contracts to the most advantageous proposal using the criteria contained in this packet.

The Hattiesburg Public School District reserves the right to reject any and all proposals submitted in response to this request.

2.0 Office of Exceptional Children Overview

The Hattiesburg Public School District is seeking services to support the Office of Exceptional Children and Health Services to help adhere to federal and state regulations as it related supplementary aids and services for students with disabilities. In accordance with the Individuals with Disabilities Education Act (IDEA), 2004, eligible students ages 3-21 are offered exemplary services to meet their unique needs.

Hattiesburg Public School District Office of Exceptional Children and Health Services (ECHS) support students identified in the following disability categories:

- Autism
- Deaf-Blind
- Developmentally Delayed
- Emotional Disability
- Hearing Impaired
- Language/Speech
- Intellectual Disability
- Multiple Disabilities
- Orthopedic Impairment
- Other Health Impaired
- Specific Learning Disability
- Traumatic Brain Injury
- Visually Impaired

Programming covers a wide variety of center-based through full inclusion as well as related services in the areas of speech therapy, occupational therapy, physical therapy, counseling, health care and specialized transportation.

The overall goals of Hattiesburg Public School District are:

1. Academic Success
2. Community Support and Engagement
3. Safe and Orderly Schools
4. Fiscal Accountability

The Office of Exceptional Children and Health Services ensures that all students with disabilities receive a Free and Appropriate Public Education (FAPE) in their Least Restrictive Environment (LRE).

3.0 Scope of Work

The stated scope of work is general in nature for the specific area(s) identified. The scope of work statement will be detailed to approved providers prior to a contract being offered.

- Assistive Technology services to students with disabilities referred for services by the District pursuant to the Individuals with Disabilities Education Act (IDEA), are determined eligible for an Assistive Technology device and referred for services by the District.
- Speech Language services, as defined by the Individuals with Disabilities Act (IDEA) for students who pursuant to the Individuals with Disabilities Act (IDEA) and in accordance with the student's Individualized Education Plan (IEP).
- Physical Therapy services to students with disabilities referred for services by the District pursuant to the Individuals with Disabilities Act (IDEA) and in accordance with the student's Individualized Education Plan (IEP).
- Behavioral Assessment/Evaluations for students with disabilities in accordance with recommendation from the student's Individualized Education Plan (IEP).
- Independent Educational Evaluation (IEE) services to students to determine eligibility for Special Education service in accordance with Individuals with Disabilities Act (IDEA).

4.0 Qualifications for Service Providers

All service providers are required to submit the following documents:

1. Resume
2. Work History/Area Specified
3. Valid License/Certification
4. Schedule of Activity
5. Cost of services
6. Providers Information & Signature Sheet
7. Signed copy of Standard Terms & Conditions For Federal Expenditures Sheet

5.0 Selection Criteria

- Level of Degree according to service needed
- Knowledge/expertise in topic area
- Professional experience working with K-12 School Districts
- Assessment, Evaluation and Training Experience
- Availability
- Location of Services
- Cost of services

6.0 Timeline

June 16, 2017	RFP Issued
July 14, 2017 11 AM	Proposal Due
July 17, 2017	Begin Evaluation of Proposals
August 2017 Board Meeting	Recommendation to School Board

7.0 Document Submission

The documents requested in section four (4.0) must be received on or before 11:00 A.M. on July 14, 2017. Interested parties may obtain a copy of the RFP by going to the HPSD website at www.hattiesburgpsd.com or one can be picked up at the Hattiesburg Public School District Administrative Building at 301 Mamie Street or by calling the Office of Exceptional Children at 601-582-5078. If you have additional questions, please contact deborah.martin@hattiesburgpsd.com via email. All questions should be forwarded via email.

ONLY hard copy submissions will be accepted.

The proposal must be mailed or hand delivered to the Hattiesburg Public School District Central Office at 301 Mamie Street, Hattiesburg, MS 39401. The proposal must be in a sealed envelope, clearly marked in the lower left hand corner: RFP: Exceptional Children Health & Service Providers. The proposal must be received no later than 11:00 AM Friday July 14, 2017. Late proposals will not be accepted.

The Hattiesburg Public School District reserves the right to reject any and all proposals submitted in response to this request.

HATTIESBURG PUBLIC SCHOOL DISTRICT
RFP-Exceptional Children and Health Services Provider

Service Providers Information and Signature Sheet

Individual or
Company Name:

Physical Address:

Mailing Address:

Telephone:

I certify by my signature below that the information in this proposal is correct
and that I have the authority to obligate the company to perform under the
conditions outlined in this proposal.

Printed or Typed Name

Signature

Title

Telephone

Date

STANDARD TERMS AND CONDITIONS FOR FEDERAL EXPENDITURES

Certain terms and conditions are required for contracting. Therefore, the offering vendor shall assure agreement and compliance with the following standard terms and conditions.

1. ACCESS TO RECORDS

The Contractor agrees that the HPSD, Mississippi Department of Education, United States Department of Education, the Comptroller General of the United States, 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 and examine any pertinent books, documents, papers, and records of Contractor related to this specific contract for the purpose of making audit, examination, excerpts, or transcriptions. Such records shall be kept by Contractor for a period of three (3) years after final payments and all other pending matters are closed under this agreement, Contractor agrees to refund to the HPSD any overpayment disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

2. APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the State. The Contractor shall comply with applicable federal, state, and local laws and regulations. In compliance with State law, the Contractor, if employed by a public entity, must make arrangements with his/her employer to take the appropriate leave (professional, etc.) during the period of service covered by the Contractor.

3. ASSIGNMENT

Contractor shall not assign or subcontract in whole or in part, its right or obligations under this agreement without prior written consent of the HPSD. Any attempted assignment without said consent shall be void and of no effect.

4. AUTHORITY TO CONTRACT

Contractor 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 Contractor understands that the HPSD 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 Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented by the Department of Labor. All activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

6. INDEPENDENT CONTRACTOR

The Contractor shall perform all services as an independent contractor and shall at no time act as an agent for the HPSD. No act performed or representation made, whether oral or written, by contractor with respect to third parties shall be binding on the HPSD.

7. COPYRIGHTS AND PATENTS

Contractor (i) agrees that the HPSD shall determine the disposition of the title to and the rights under any copyright or patent by Contractor or employees on copyrightable material first produced, composed, discovered or invented in the course of or under this agreement, and (ii) hereby grants to the HPSD a royalty free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted or (copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement, provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

Contractor further agrees that all material produced and/or delivered under this contract will not, to the best of the Contractor's knowledge, infringe upon the copyright, patent, or any other proprietary rights of any third party. Should any aspect of the materials become, or in the Contractor's opinion be likely to become, the subject of any infringement claim or suit, the Contractor shall procure the rights to such material or replace or modify the material to make it non-infringing.

8. DISCLOSURE OF CONFIDENTIAL INFORMATION

In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Ann. Section 25-61-1, *et. seq.*

9. EXCEPTIONS TO CONFIDENTIAL INFORMATION

Contractor and the HPSD shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("the Disclosing Party") which (a) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by non-

parties of ordinary skill in the business of the customer; (c) is released by the Disclosing Party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on confidential information; (e) is or later becomes part of the public domain or may be lawfully obtained by the HPSD or the Contractor from any non-party; or (f) is disclosed with the Disclosing Party's prior written consent.

10. MODIFICATION OR RENEGOTIATION

This agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or State revisions of any applicable laws or regulations make changes in this agreement necessary.

11. REPRESENTATION REGARDING CONTINGENT FEES

The Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid or proposal.

12. REPRESENTATION REGARDING GRATUITIES

The bidder, offering vendor, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities.

13. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the HPSD to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and 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 HPSD, the HPSD shall have the right upon ten (10) working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to the district of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

14. STOP WORK ORDER

- (1) *Order to stop work.* The Purchasing Agent of HPSD may by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Business Office of HPSD shall either:
 - (a) cancel the stop work order; or

- (b) terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.
- (2) *Cancellation or Expiration of the Order.* If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - (a) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (b) the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer of HPSD decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- (3) *Termination of Stopped Work.* If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- (4) *Adjustment of Price.* Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

15. TERMINATION FOR DEFAULT

- (1) *Default.* If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Purchasing Agent of HPSD may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Purchasing Agent of HPSD, such officer may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Purchasing Agent of HPSD may procure similar supplies or services in a manner and upon terms deemed appropriate by the Purchasing Agent of HPSD. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- (2) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Purchasing Agent of HPSD, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the HPSD has an interest.
- (3) *Compensation.* Payment for completed services delivered and accepted by the HPSD shall be at the contract price. The HPSD may withhold from amounts due the Contractor such sums as the Purchasing Agent of HPSD deems to be necessary to protect the HPSD against loss because of outstanding liens or

claims of former lien holders and to reimburse the HPSD for the excess costs incurred in procuring similar goods and services.

- (4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of Subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the Purchasing Agent of HPSD within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a Subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements.

Upon request of the Contractor, the Purchasing Agent of HPSD shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the HPSD under the clause entitled "Termination for Convenience." (As used in this Paragraph of this clause, the term "Subcontractor" means Subcontractor at any tier).

- (5) *Erroneous Termination for Default.* If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the HPSD, be the same as if the notice of termination had been issued pursuant to such clause.
- (6) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

16. TERMINATION FOR CONVENIENCE

- (1) *Termination.* The Purchasing Agent of HPSD may, when the interests of the HPSD so require, terminate this contract in whole or in part, for the convenience of the HPSD. The Purchasing Agent of HPSD shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.
- (2) *Contractor's Obligations.* The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor

will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontractors and orders connected with the terminated work. The Purchasing Agent of HPSD may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

17. E-VERIFICATION

The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§ 71-11-1 and 71-11-3, 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. The Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. The Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Contractor 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;
- b. the loss of any license, permit, certification or other document granted to the Contractor 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, the Contractor shall also be liable for any additional costs incurred by the HPSD due to contract cancellation or loss of license or permit.

18. EQUAL OPPORTUNITY EMPLOYER

The Contractor shall be an equal opportunity employer and shall perform to all affirmative action and other applicable requirements; accordingly, contractor shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the ground of race, color, religion, national origin, disability, or sex in any manner prohibited by law.

19. BOARD APPROVAL

It is understood that this contract is void and no payment shall be made in the event that the Hattiesburg Public School District does not approve this contract.

20. PERSONNEL

Contractor agrees that, at all times, the employees of contractor furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike, and dignified manner.

21. CONFIDENTIALITY

The Contractor shall agree to assure the confidentiality of any records obtained from the HPSD as required by state and federal privacy laws. No information, documents or other material provided to or prepared by the contractor deemed confidential by HPSD pursuant to state and federal privacy laws, shall be made available to any person or organization without the prior approval of the HPSD. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor shall rest with the Contractor. This includes all student-related data and contractor is required to comply with all Family Educational Rights and Privacy Act (FERPA) provisions.

22. INDEMNIFICATION

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect and exonerate the members of the Mississippi Board of Education, the HPSD, and its commission members, officers, employees, agents and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or Subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the State; the Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc. without the HPSD's concurrence, which the HPSD shall not unreasonably withhold.

23. DEBARMENT AND SUSPENSION

By signing the assurance at the bottom of this section, the Contractor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud of a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of

records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this agreement, had one or more public transaction (federal, state or local) terminated for cause or default. See Excluded Parties List System at www.epls.gov.

24. BILLING

All services will be provided once a signed purchase order is secured which indicates the dates of the service and the consultant performing the service is identified. The consultant and a school administrator must sign a verification form that indicates that the service is rendered for each date of service. One copy of this form must be provided to the Hattiesburg Public School District Business Office by the vendor within five days of the service being provided with the contractor retaining the second copy. All travel costs and time will be absorbed as part of the contractor's daily fee.

Invoices are to be furnished for each project. The cut off on the invoice must be made to include the week ending closest to the end of the month. All invoices must indicate the total price of the items, resulting in the net price to be paid by the district. The district will pay all invoices within 45 days of the invoice being verified for completion. This completion will include the daily reports required and the verification form being matched to the invoice.

The successful firm shall report and in writing cancel within 30 days' notice if services provided in this proposal cannot be delivered.

25. ROYALTIES AND PATENTS

The firm shall pay all royalties and license fees. The firm shall defend all suits or claims for infringement of any patent rights and shall hold the Hattiesburg Public School District harmless from such loss on account thereof.

As a bidding vendor, we understand that all of these provisions must be strictly complied with in order to fulfill the contract. Further, we are making all required certifications as listed in the Standard Terms and Conditions For Federal Expenditures listed above.

NAME OF FIRM/INDIVIDUAL: _____

BY (Printed Name): _____

SIGNATURE: _____

TITLE: _____