

# **REQUEST FOR PROPOSAL**



## **Mental Health Counseling Services**

**North Pike School District  
Special Education Services  
District Office  
1036 Jaguar Trail  
Summit, MS 39666**

**Contact: Paige Pigott  
Phone: 601-276-6927  
Date of Release: August 7, 2020**

## **INTRODUCTION**

The North Pike School District (NPSD) is soliciting Proposals from qualified vendors for an independent contractor to provide mental health counseling services.

## **SCOPE OF WORK**

The contractor will provide related services in the area of mental health counseling for students at NPSD whose Individualized Education Program (IEP) Committees have determined appropriate in order to provide a Free Appropriate Public Education (FAPE) and achieve educational benefit. The contractor will provide regularly scheduled mental health counseling therapy as needed.

## **QUALIFICATIONS**

The offeror shall provide the following minimum information:

- The name of the offeror, the location of the offeror's principal place of business and, if different, the place of performance of the proposed contract;
- The age of the offeror's business and average number of employees over a previous period of time, as specified in the Request for Proposals;
- The abilities, qualifications, and experience of all persons who would be assigned to provide the required services;
- A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a previous period of time, as specified in the Request for Proposal;
- A plan giving as much detail as is practical explaining how the services will be performed; and
- Experience in mental health counseling, program planning, designing and implementing interventions.

## **CONTRACTOR REQUIREMENTS**

The contractor must have experience in mental health counseling, a Mississippi Professional Counselor license or Social Worker license as well as a minimum of five (5) years' experience working with children with various degrees of mental health counseling needs, preferred experience in an educational setting. In addition, preference is given to contractors with knowledge of students with emotional disabilities. The contractor will be responsible for all tasks required to complete the task as described in the Scope of Work.

It is anticipated that this work shall include but not be limited to:

- Schedule and provide mental health counseling services as outlined by Individualized Education Program (IEP) committees of students attending NPSD throughout the school year, including extended school year.
- Conduct requested observations and current level of functional performance by a certified counselor in order to identify the educational impact of impairments and therapy/instruction deemed necessary for educational benefit.
- Serve as the related service provider for counseling on the IEP committee meetings for students as requested and provide written input regarding students evaluated or on caseload.
- Complete counseling relate service input/designated appropriate sections of the IEP of all students on caseload by designated deadline.
- Maintain regular and ongoing monitoring of progress toward mastery of goals.
- Provide report of progress on counseling identified goals and short term objectives in students' individualized education programs to teachers of record on report of progress form.
- Communicate with staff and IEP team members.
- Adapt instruction/therapy to accommodate students according to their individualized needs.
- Comply with campus attendance procedures to ensure accurate reporting of presence on campus.
- Maintain and provide accurate service logs to document student sessions.
- Become familiar with and utilize adapted software to update IEP's as written reports as requested by NPSD contract supervisor or administrator.
- Provide IEP committees with suggested goals and short-term objectives and services for students' individualized education programs (IEPs) and/or suggestions for interventions in the development of behavior intervention and crisis management plans for students requested by the contract supervisor or NPSD administration.
- Adhere to guidelines noted in The Family Educational Rights and Privacy Act of 1974 (FERPA), the federal law that protects the privacy of student education records and confidentiality.

- Contractor and any clinical interns or assistants under the supervision and hire of the Contractor in direct contact with students must provide proof of a criminal background check to the agency. A criminal background check includes, but is not limited to, fingerprint check, child abuse registry, sex offender registration records check, drug screening, and criminal records at the Contractor's expense.

## **QUESTION AND ANSWER**

Questions concerning the RFP should be sent to: [ppigott@npsd.k12.ms.us](mailto:ppigott@npsd.k12.ms.us)

The deadline for submitting written questions by email is Tuesday, August 18, 2020 at 5:00 p.m. Copies of all questions submitted and the responses will be posted to the NPSD's website <http://www.npsd.k12.ms.us/> and will be available to the general public on Wednesday, August 19, 2020.

Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the form Attachment A with the proposal, the acknowledgment must be received by the NPSD by the time and at the place specified for receipt of proposals.

## **BUDGET**

A detailed budget summary shall be included to encompass all requirements of this RFP. In order to be considered, offerors must submit a budget that addresses all costs for services, expenses, and products specified in the RFP in a per visit rate for services. The cost data is binding but is subject to being negotiated down, if chosen as a finalist. The NPSD will not pay any costs above the negotiated amount.

A contract will be awarded to the vendor whose offer is determined to be the most advantageous to the NPSD, taking into consideration the price and the evaluation factors set forth in the RFP.

## **TYPE OF CONTRACT**

It is anticipated that this contract will be a fixed price contract with payment made upon completion of tasks identified within the proposal.

## **TIME FRAME**

The anticipated initial contract period will be September 4, 2020 through July 31, 2021 with contract renewal opportunity for fiscal years August 1, 2021 through July 31, 2022 and August 1, 2022 through July 31, 2023. Renewal of contract will be determined annually and shall be contingent upon successful completion of the services in the preceding year's contract and performance-based evaluations.

## **SELECTION PROCESS**

A selection committee will review acceptable proposals which are completed, timely submitted, and meet the qualifications. The most qualified candidates will be interviewed.

Selection criteria will be performed according to the NPSD policy procedures and using a cut score of 70 from a standard, 100-point scoring scale as follows:

- Licensure / Certification / Education 30 points
  - Mississippi Licensed Professional Counselor (LPC or LPC-S or Licensed Professional Counselor by Comity) or Mississippi Licensed Social Worker (LSW, LMSW, or LCSW)
  - Education – Minimum of a Bachelors degree
- Special Experience with children 30 points
  - Minimum of five (5) years
  - Clinic/ training / educational setting
  - Experience providing counseling to children with Emotional disabilities and intellectual disabilities
- Budget 40 points  
(Budget formula based on benefits/points factor will be applied to determine the points awarded to each offeror)

## **DUE DATES**

One original and four (4) copies of the sealed proposal must be received by 5:00 p.m. Central Time (CT) on Friday, August 21, 2020 at the following address based upon the delivery method used:

**Hand Deliver or Ship RFP to:**

Paige Pigott, Special Education Director  
Attention: Special Education Services  
North Pike School District  
Occupational Therapy Services  
1036 Jaguar Trail  
Summit, MS 39666  
**(DO NOT OPEN)**

**RESTRICTIONS ON COMMUNICATIONS WITH THE NPSD OFFICE OF SPECIAL SERVICES**

From the issue date of this solicitation until a Contractor is awarded a contract, Offerors and/or their representatives shall restrict communication with any NPSD Special Education staff regarding this procurement.

**RESPONSIBILITY OF THE OFFEROR**

- Ensure that the proposal is delivered to the NPSD District office by the deadline and assumes all risks of delivery.
- At the time of receipt of the proposal, the proposal will be date stamped and recorded in the Office of Procurement.
- Proposals and modifications received in the room after the time designated in the proposal will be considered **late** and will not be considered for award.
- Incomplete proposals will not be evaluated and will not be returned for revisions.
- No faxed or emailed copies will be accepted.
- Proposals that do not include the required number of copies will not be evaluated.
- We strongly recommend that you plan to submit the proposal early in order to allow for unforeseen circumstances.
- Complete the Certification and Assurances Form. (Attachment A)
- Complete the Proprietary Information Form. (Attachment B)
- Complete Budget Narrative Form. (Attachment C)
- Vendor shall review the contract terms and conditions as set forth in the Standard Terms Conditions. If the Vendor objects to any of the terms and conditions, the Vendor shall so state and shall indicate any revisions desired by the Vendor. Please note that any revisions may be considered adequate cause for rejection of the proposal.

## **REJECTION OF PROPOSALS**

Any proposal shall be rejected in whole or in part when it is determined to be in the best interest of the North Pike School District. Reasons for rejecting a proposal include, but are not limited to:

1. The proposal is not signed by an authorized representative of the party.
2. The proposal contains false or misleading statements or references.
3. The Offeror is determined to be non-responsive.
4. The proposal ultimately fails to meet the announced requirements of the State in some material aspect.
5. The proposal price is unreasonable.
6. The products 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 acceptable criteria set forth in the solicitation.
7. The Offeror did not complete and/or sign the required attachments to include as part of the proposal submission.
8. The proposal is received late. Late proposals will be maintained unopened in the procurement file.
9. The Offeror did not provide the required number of copies to the Office of Procurement by the specified due date.
10. The Offeror has filed bankruptcy, been implicated in fraud or been debarred.
11. The Offeror did not perform prior services in a proper, workmanlike, and/or dignified manner.
12. The Offeror currently owes the State money.

## **ETHICS**

In compliance with State law, Contractor who is employed by a public entity agrees to make arrangements with their employer to take the appropriate leave (annual, professional, compensatory, etc.) during the period of service covered by this contract. Contractor also agrees not to utilize resources of the public employer to perform the services pursuant to this contract. Prior to execution of this contract, Contractor must submit to the NPSD a Certification executed from their employer whereby the public employer acknowledges that it is aware of its employee working for the NPSD.

## **TERMINATION IN EVENT OF EMPLOYMENT**

Contract will be terminated immediately if Contractor becomes an employee of the NPSD and is only subject to payment of services prior to effective date of employment at the NPSD.

## **STANDARD TERMS AND CONDITIONS**

### **1. ACCESS TO RECORDS**

Contractor agrees the NPSD, 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 Contractor's charges and performance under this agreement. Such records shall be kept by Contractor for a period of three

(3) years after final payment under this agreement, unless the NPSD authorizes their earlier disposition. Contractor agrees to refund to the NPSD 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. Contractor shall comply with applicable federal, state, and local laws and regulations.

## **3. ANTI-ASSIGNMENT/SUBCONTRACTING**

Contractor acknowledges that it was selected by the NPSD to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the NPSD, which the NPSD may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the NPSD of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the NPSD in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the NPSD may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

## **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; (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**

Contractor understands that the NPSD 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, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and 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**



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

## **7. COPYRIGHTS**

Contractor agrees the NPSD shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement. Further, Contractor hereby grants to the NPSD 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. This grant is 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 Contractor's knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in Contractor's opinion be likely to become, the subject of any infringement claim or suit, 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 Annotated §§ 25-61-1 *et seq.*

## **9. EXCEPTIONS TO CONFIDENTIAL INFORMATION**

Contractor and the NPSD shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:

- (1) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
- (2) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
- (3) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
- (4) is independently developed by the recipient without any reliance on confidential information;
- (5) is or later becomes part of the public domain or may be lawfully obtained by the NPSD or Contractor from any nonparty; or,

(6) 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. PROCUREMENT REGULATIONS**

The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

## **12. REPRESENTATION REGARDING CONTINGENT FEES**

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

## **13. REPRESENTATION REGARDING GRATUITIES**

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

## **14. AVAILABILITY OF FUNDS**

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

## **15. STOP WORK ORDER**

(1) **Order to Stop Work:** The NPSD Superintendent of Education or NPSD Special Education Director, may, by written order to Contractor at any time, and without notice to any surety, require 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 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, Contractor shall

forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the 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 Superintendent or Special Education Director 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 canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, 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 Contractor's properly allocable to, the performance of any part of this contract; and,
  - (b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Superintendent or Special Education Director 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 canceled 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) **Adjustments 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.

## 16. TERMINATION FOR DEFAULT

- (1) **Default.** If 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, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Superintendent or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by Superintendent or designee, such officer may terminate 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 Superintendent or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Superintendent or designee. 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 Superintendent or Special Education Director, Contractor shall take

timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the NPSD has an interest.

- (3) **Compensation.** Payment for completed services delivered and accepted by the NPSD shall be at the contract price. The NPSD may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the NPSD against loss because of outstanding liens or claims of former lien holders and to reimburse the NPSD 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, 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 Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Superintendent or designee 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, 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 Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee 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, 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 NPSD under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). "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 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 NPSD, 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.

## 17. TERMINATION FOR CONVENIENCE

- (1) *Termination.* The Superintendent or designee may, when the interests of the NPSD so require, terminate this contract in whole or in part, for the convenience of the NPSD. The Superintendent or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

- (2) *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontractors and orders connected with the terminated work. The Superintendent or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the NPSD. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

## 18. PRICE ADJUSTMENT

- 1) **Price Adjustment Methods.** Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:

- (a) by agreement on a fixed price adjustment before commencement of the additional performance;
- (b) by unit prices specified in the contract;
- (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
- (d) by the price escalation clause.

- (2) **Submission of Cost or Pricing Data.** Contractor shall provide cost or pricing data for any price adjustments.

## 19. E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* 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. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract for services 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;
- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or, both. In the event of such cancellation/termination, Contractor would also be

liable for any additional costs incurred by the NPSD due to Contract cancellation or loss of license or permit to do business in the State.

## **20. TRANSPARENCY**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

## **21. BOARD APPROVAL**

It is understood that this contract is void and no payment shall be made in the event that the North Pike School District Board of Education does not approve this contract.

## **22. 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 and dignified manner.

## **23. CONTRACTOR PERSONNEL**

The NPSD shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the NPSD reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the NPSD in a timely manner and at no additional cost to the NPSD. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

## **24. INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL**

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the NPSD shall result in the immediate termination of this agreement.

## **25. INDEMNIFICATION**

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the members of the North Pike School District Board of Education, the NPSD, and its commission members, officers, employees, agents and representatives 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 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, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the NPSD. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the NPSD shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the NPSD's concurrence, which the NPSD shall not unreasonably withhold.

## **28. DEBARMENT AND SUSPENSION**

Contractor certifies to the best of its knowledge and belief, that it:

(1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi, or local school district;

(2) has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it 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;

(3) has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,

(5) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

## **29. LEGAL AND TECHNICAL SUPPORT**

Contractor shall utilize its knowledge and understanding of applicable legal standards and comply with recognized professional standards and generally accepted measurement principles applicable to assessments and uses of the type described in this contract, including but not limited to standards relating to validity and reliability. Contractor shall consult with the NPSD concerning its implementation of the requirements of this section. In the event of a challenge in which the validity or reliability of the use of an assessment developed under this contract is an issue (other than a challenge based on infringement of copyright or other proprietary rights of a third party), Contractor shall cooperate with the NPSD in the defense of the assessment and shall provide reasonable technical and legal support with regard to Contractor's activities under this contract without additional charges to the NPSD.

## **30. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION**

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

### **31. TERMINATION UPON BANKRUPTCY**

This contract may be terminated in whole or in part by the NPSD upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

### **32. UNSATISFACTORY WORK**

If, at any time during the contract term, the service performed or work done by Contractor is considered by the Superintendent or designee to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the NPSD, Contractor shall, on being notified by the Superintendent or designee, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Superintendent or designee shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

### **33. INDEPENDENT PRICE DETERMINATION**

Contractor certifies that the price submitted was independently arrived at without collusion.

### **34. APPROVAL CLAUSE**

It is understood that if this contract requires approval by the North Pike School District Board of Education and if this contract is not approved by the North Pike School District Board of Education, it is void and no payment shall be made hereunder.



**TENTATIVE TIMELINE**  
Mental Health Counseling

8/07/2020	Release RFP
08/07/2020	Mail, email and post to the NPSD website
8/18/2020	Deadline for RFP questions
8/19/2020	Deadline for Special Services office response to questions and posting to website
8/21/2020	Proposal due by 5:00 p.m. Central Time (CT) to NPSD
8/24/2020	Proposal opening
8/24/2020	Evaluation of proposal
8/25/2020	Notice of Intent to Award
9/03/2020	North Pike School Board Meeting-Contract Approval
9/04/2020	Contract Start Date
September 04, 2020 – July 31, 2021	Term of Initial Contract

ATTACHMENT A

CERTIFICATIONS AND ASSURANCES

I/We make the following certifications and assurances as a required element of the qualification to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s) by circling the applicable word or words in each paragraph below:

CONTINGENT FEES FORM

The prospective contractor represents as a part of such contractor's proposal or qualification that such contractor **has ( ) or has not ( )** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

REPRESENTATION REGARDING GRATUITIES

The Offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

ACKNOWLEDGEMENT OF AMENDMENTS

I acknowledge all amendments, if any, to this solicitation.

Responses to questions will be treated as amendments to the solicitation and will require acknowledgment.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

The prospective Contractor represents as a part of such Contractor's qualification that such Contractor **has ( ) or has not ( )** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

FEDERAL DEBARMENT CERTIFICATION:

I hereby certify that Contractor is not on the list for federal debarment on [www.sam.gov](http://www.sam.gov) – System for Award Management.

STATE OF MISSISSIPPI DEBARMENT CERTIFICATION:

I hereby certify that Contractor is not on the list for debarment on [www.sos.ms.gov](http://www.sos.ms.gov) for doing business with the State of Mississippi or with any Mississippi State Agency.

PARTNERSHIP DEBARMENT CERTIFICATION:

I hereby certify that all entities who are in partnership through this contract or grant with the Noarth Pike School District (NPSD) (subcontractors, subrecipients, et al.) are not on the federal debarment list on [www.sam.gov](http://www.sam.gov) – System for Award Management or the State of Mississippi debarment list. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to the NPSD.

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Title of Solicitation

---

Offeror's Name

---

Date

**Note: Please be sure to check or circle the applicable word or words provided above. Failure to circle the applicable word or words and/or to sign the form may result in being rejected as nonresponsive. Modifications or additions to any portion of this document may be cause for rejection of award.**

ATTACHMENT B

**PROPRIETARY INFORMATION**

The enclosed proposal **does ( ) or does not ( )** contain trade secrets or other proprietary data which the Offeror wishes to remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code.

If the enclosed proposal does include pages that the Offeror wishes to designate as proprietary, please list page numbers below.

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**Title of Solicitation**

---

**Offeror's Name**

---

**Date**

**ATTACHMENT C  
BUDGET SUMMARY FORM**

The budget should include all costs associated with the project scope of work.

<b>Deliverable</b>	<b>Plan of Action/Completion Date</b>	<b>Cost Per Hour</b>
<b>Mental Health Counseling</b>	Provide Mental Health Counseling Services to students in-person	
<b>Mental Health Counseling</b>	Provide Mental Health Counseling Services to students via teletherapy.	
<b>Serve as an IEP committee member</b>	Participate in IEP meeting in-person or virtual means as requested.	
<b>Documentation</b>	Input report of progress, review/revise/develop IEP goals and Short-term objectives within district subscribed IEP writing program to address coping or social skills. Maintain service provider log.	

**Total Cost** \_\_\_\_\_