

#### Web Version of RFQ/RFP/RFB New Milford Board of Education 50 East Street

New Milford, CT 06776







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New Milford Public Schools is requesting proposals for student support staff to work within the school and related settings with students between the ages of three and twenty-two years. New Milford has five schools and one community-based transition program with an enrollment for 2022-23 of 3,660 students (as of 11/1/22). Currently, the special education enrollment is 613 in-district students with eighteen (18) appropriately trained student care worker positions requested and (2) job coaches. Additional positions may be requested based on student needs.

The deadline to submit proposals is 2:00 pm EST, on Tuesday, November  $29^{th}$  2022 and no proposals will be accepted after that time.

Responses must include a completed "Bidder Information Sheet" as well as "Pricing Response Form" provided as part of this packet along with their proposal.

### A. SCOPE OF SERVICES

New Milford seeks to provide educational support services for students with physical, cognitive and behavioral needs within school-based programs focused on assisting students to acquire the functional abilities necessary to access educational programs and adapt to their educational environment under the direction of certified educators. These services may be to help students with daily activities related to personal self-help skills, participation within the varied educational settings, adapt tasks and activities, facilitate step-by-step task completion, or facilitate the use of assistive devices as directed by the appropriate certified staff. Services will be provided on a one-to-one or small group basis. Services will promote the participation of students with disabilities in all school environments, including the general educational environment, community and on jobsites.

Student Care Workers will work under the direction of appropriate certified staff of the New Milford Public Schools and will provide these key services:

### KEY SERVICES

- Adhere to federal and state laws, regulations, policies, and standards as well as
- those of the New Milford Board of Education.
- Deliver an array of supports, which change as students develop which may include assisting with activities of daily living, physical assistance for mobility and safety, behavioral supports and tracking of daily data.
- Facilitate the inclusion of students in the same natural environments, routines and activities as their peers through shared responsibility, collaboration, curricular and environmental modifications; and specific skill development.
- Provide behavioral supports as directed within behavioral support plans/IEP's (individual education program)
- Follow through on specific programs and interventions as directed.

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#### KEY SERVICES (CONTINUED)

- Job Coaches will be responsible for the above skills working with students in programs within the community and or job sites.
- Provide proof of current qualifications for all individuals employed under this agreement including their eligibility as highly qualified under No Child Left Behind.
- Provide documentation of successful training in CPR and Positive Behavioral Support training within three months of employment and maintained on a yearly basis.
- It is understood that all Student Care Workers provided under this agreement will be employed by the firm/organization, however during the period these individuals are providing services under the umbrella of New Milford Public Schools as per this agreement, these individuals will report directly to the building level administrator and/or to the Director of Special Education.
- New Milford Public Schools must approve of all personnel the provider intends to employ for services under this agreement. The firm/organization must certify that all individuals it employs under this agreement have been screened in a manner consistent with Sec. 10-221d of the Connecticut General Statutes, Public Act No. 11-93 of the Substitute House Bill no. 5431 and New Milford Board of Education Policy #4112.5 (see attached).
- It is understood that any adjustment in the number of Student Care Workers required, either increase or decrease, will be at the sole discretion of the New Milford Public Schools and will be at the hourly rates declared in this proposal.
- New Milford Public Schools reserves the right to request the dismissal or transfer of any Student Care Workers assigned to work under the scope of this agreement. The firm/organization must agree to comply immediately after receiving such a request in writing from the Director of Special Education.
- It can be anticipated that a Student Care Worker would normally be scheduled for a 7-hour day, 181-day school year in accordance with the annual school calendar. Additional services to meet summer program needs, will be determined by May 31 of each year.



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### B. REQUIREMENTS AND TIMELINE OF PROPOSAL

### PROPOSALS BINDING

All proposals for service shall remain valid and be binding upon the respondent if accepted by the District within ninety (90) calendar days of the proposal submission date. All proposals shall be signed by an authorized representative of such company.

#### PERIOD OF AWARD

It is anticipated that New Milford Public Schools will enter into an agreement for a three-year period commencing on July 1, 2023. The New Milford Public Schools reserves the right to terminate the agreement upon ten days written notice should it determine that the firm/organization is not satisfactorily fulfilling the terms, conditions and obligations of the agreement.

### **NEGOTIATION**

The District reserves the right to negotiate any and all elements of any proposal direct with the provider. No changes in or to the proposal submissions will be permitted subsequent to the proposed target date unless approved by the District. The District may request clarifications on any portion of the proposal in order to develop a comprehensive assessment of the proposal.

#### **EVALUATION OF PROPOSALS**

Proposals will be evaluated by a selection committee based upon the response to the criteria presented in the request and any other factual information it deems appropriate. The committee will make a recommendation to the Superintendent of Schools and Board of Education for final acceptance of the selection. During the evaluation process, a firm/organization may be asked to make an oral presentation. The New Milford Public Schools reserves the right without prejudice to reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms, waive minor inconsistencies with the request for proposals, and to select the proposal the committee deems best fits the needs of the district.



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### PROPOSAL REQUIREMENTS

- a) Proposals shall include a statement of understanding of the work and of qualification of the firm/organization submitting the proposal and those employees that will be providing services to New Milford Public Schools. Such statement should indicate the length; depth and breadth of experience in providing educationally based child support services.
- b) Provide references including names for at least three (3) references from similarsized clients with contact information.
- c) A schedule of hourly rates and any additional charges and/or expenses that maybe billed to New Milford Public Schools under this agreement must be included with the proposal on the "Pricing Response Form" located as part of this packet.
- d) A description of the firm/organization's billing process and any special payment terms should be included.
- e) The proposal must include a description of the steps that will be taken by the firm/organization to provide service in the event that a Student Care Worker is absent when school is in session.

### C. INDEMNITY

Unless otherwise provided by law, the Contractor will fully and completely indemnify and hold harmless NMPS against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property that NMPS may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees. These provisions shall also include any liability, which may result from a worker's compensation claim or resulting third party action against NMPS.

### D. ASSIGNMENT OF RIGHTS, TITLES, AND INTERESTS

Any assignment or subcontracting for work to be performed related to this request, in whole or in part, and any other interest in conjunction with the School's procurement shall not be permitted without the express written consent of NMPS.



# Web Version of RFQ/RFP/RFB

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### E. AVAILABILITY OF FUNDS

Any contract award associated with this RFP is contingent upon the availability of funding to NMPS. If funds for the continued fulfillment are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then New Milford Public Schools will have the right to terminate the Contract at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding. NMPS will provide at least thirty (30) days advance written notice of such termination and will use reasonable efforts to ensure appropriated funds are available. In the event that funds are not available, any agreement resulting from this RFP shall become null and void.

### F. TAX EXEMPT

NMPS is tax exempt by state statute. The successful vendor will be responsible for any and all state and local taxes including personal property tax. Such taxes must not be included in the bid price.

## G. INSURANCE

Prior to the commencement of any work and no later than ten (10) days after notice of award of the contract, the successful Contractor shall submit to New Milford Public Schools evidence of insurance demonstrating that the contractor has coverage for Workmen's Compensation Insurance, Liability, Property Damage, and Automobile/Truck insurance with the minimum limits of liability set forth herein. Certificates of insurance shall contain a provision that such policies shall not be cancelled or permitted to expire until at least thirty (30) days prior written notice has been provided to Owner. Further, owner shall be named as an additional insured. Proof of insurance must accompany this proposal.

- a) Worker's Compensation Insurance shall not be written for less than the statutory limits and shall include Employer's Liability Insurance at a limit of not less than Five Hundred Thousand Dollars (\$500,000);
- b) General Liability Insurance shall be insured at a limit of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars

# Web Version of RFQ/RFP/RFB



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(\$2,000,000) for total aggregate liability; additionally, shall be insured with an umbrella coverage not less than One Million Dollars (\$1,000,000).

 c) Property Damage Insurance shall be written at a limit of not less than One Million Dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) for each aggregate Liability.

### H. SUBMISSION

- Submissions are to be submitted via email with the following subject line:
  - "RFP E-2223-003– School-Based Student Care Workers"
- Submissions are to be submitted to **<u>both</u>** of the following email addresses:
  - Anthony J. Giovannone New Milford Public Schools Finance Office. giovannonea@newmilfordps.org
  - Laura Olson New Milford Public Schools Special Education Director\_ olsonl@newmilfordps.org

Submissions received after the deadline of Tuesday November 29<sup>th</sup> at 2pm will be considered informal and rejected.



# **Bidder Information Sheet**

The bidder listed above declares and certifies:

- First: That the said bidder is of lawful age and the only one interested in this Bid, and that no other bidder has any interest herein.
- Second: That this bid is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purposes, and is in all respects fair and without collusion or fraud.
- Third: That said bidder has carefully examined the instructions to bidders, schedules and specifications prepared under the direction of the Board of Education, and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, all the materials, supplies, apparatus, goods, wares, merchandise, service and/or labor for which this bid is made.
- Fourth: That the price quotes herein are net and exclusive of all federal, state and municipal sales and excise taxes.

(Person, Firm, or Corporation)

(Authorized Signature)



#### Web Version of RFQ/RFP/RFB New Milford Board of Education 50 East Street New Milford, CT 06776

# **Pricing Response Form**

	2023- 2024	2024- 2025	2025- 2026
Hourly			
Rate			
for			
SCW			