



Special Education
New Milford Board of Education
25 Sunny Valley Rd. Suite A New
Milford, CT 06776

NEW MILFORD PUBLIC SCHOOLS

REQUEST FOR PROPOSAL

RFP E-2425-006

Occupational Therapy Services

New Milford Public Schools
Request for Proposal
Occupational Therapy Services

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1. INTRODUCTION

The New Milford Public Schools (the "District") is requesting proposals for school-based Occupational Therapy services, preschool through high school.

1.1 BACKGROUND

New Milford has five schools and a small 18-22 aged community-based transition program with a projected enrollment for 2025-2026 of 20 students. Currently the special education enrollment is 609 students, in-district with 119 identified students receiving Occupational Therapy services. These students receive services under an IEP or a 504 plan. The current level of Occupational Therapy service is: **1.4 FTE OTR** and **1.6 FTE COTA**.

2. SCOPE OF SERVICES

The District seeks qualified occupational therapy services from qualified personnel with demonstrated skills in evaluation of and design of appropriate interventions in the area of sensory integration. Services will be required 7 hours a day, 181 school days during the regular school year with limited needs for Occupational Therapy consultation during the 19-day summer school program.

Occupational Therapy will be provided as an educational support service with school-based therapists focused on assisting students to acquire the functional abilities necessary to access educational materials and adapt to their educational environment. This may be to help students with daily activities related to educational participation, adapt the performance context, teach alternative methods, or facilitate the use of assistive devices. It will be expected that OT's will work collaboratively with other educational professionals and families to help students engage in their educational activities. This collaboration will promote the participation of students with disabilities in the general educational environment.

Occupational Therapists and Occupational Therapist Assistants will:

- 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 services, which change as students develop programmatic consultation, teaming, collaboration and/or direct service will be based on students' needs.
- 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 evaluative services including consultation with staff screening, formal evaluations and re-evaluations summarized in written reports.
- Participation in case conferences, planning and placement meetings or 504 meetings.
- Identify students with needs for intervention based on eligibility criteria, with program recommendations based on educational needs.
- Write goals and objectives based on the current level of performance linked to school performance and assessed on a regular basis.
- Provide a continuum of services based on best practices for occupational therapy within a school setting including addressing student sensory needs.
- Submit monthly data and as necessary report of services delivered as in Medicaid submissions.
- Complete all IEP paperwork including the written goals, objectives and their related progress on a web-based program in a timely manner.

3. PROPOSAL INSTRUCTIONS

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.

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 the District. Responses must include completed appendices.

3.1 TIMELINE

Key Information

| | |
|-----------------------|----------------|
| Bid Posted | 5/6/25 |
| Bid Closing | 5/20/25 9:00am |
| Bid Opening/Recording | 5/20/25 1:00pm |

| | |
|-------------|--|
| Physical | New Milford Public Schools |
| Submission: | 25 Sunny Valley Rd, Suite A |
| & | New Milford, CT 06776 |
| Mail to: | Attn: Special Education: Occupational Therapy Bid Proposal |

3.2 QUESTIONS AND COMMUNICATIONS

Bidders are hereby notified not to contact any member of District staff and its elected officials, except as provided herein regarding this proposal until such time as a contract has been awarded. All questions about the proposals should be directed to Laura Olson, Director, Special Services and Pupil Personnel], by email via olsonl@newmilfordps.org. Answers to all received questions will be posted on the District website at <https://www.newmilfordps.org/fiscalservices>.

3.3 ADDENDA

The District reserves the right to revise any part of this RFP by issuing an addendum at any time prior to the submittal deadline. Addenda notifications will be emailed to all persons on record from the mandatory pre-bid conference and posted on the District's website.

3.4 FORMAT

The submitted proposals must follow the rules and format established within this RFP. Failure to comply with all provisions of this RFP may result in the proposal being disqualified. All proposals must be securely bound. Proposals must submit completed appendices.

- Provide references including names for at least three (3) references from similar sized clients with contact information.
- A description of the firm/organization's billing process and any special payment terms should be included.
- A letter of transmittal indicating the firm's interest in providing the service and any other information that would assist the District in making a selection. This letter must be signed by a person legally authorized to bind the firm to a contract.
- Name, email address and telephone number of person(s) to be contacted for further information or clarification.
- Copy of any necessary State of Connecticut or local licenses and/or permits necessary to perform the work required.

3.5 FEES, CHARGES AND EXPENSES

A schedule of hourly rates and any additional charges and/or expenses that may be billed to New Milford Public Schools under this agreement must be included with the proposal. The schedule should be presented in a manner so that rates (and expenses if applicable) are listed by year for:

- 2025-2026
- 2026-2027
- 2027-2028

On this schedule the rates between licensed Occupational Therapists and Certified Occupational Therapist Assistants must be delineated. A description of the firm/organization's billing process and any special payment terms should be included.

3.6 SUBMISSION

Proposals shall include a statement of understanding of the work and of the qualification of the firm/organization submitting the proposal and those employees that will be providing services to New Milford Public Schools. Such a statement should indicate the length; depth and breadth of experience in providing educationally based occupational therapy services. Provide references including names and telephone numbers of school districts serviced through your firm/organization.

Three (3) printed copies of the proposal and one (1) electronic copy on a USB drive must be provided. Proposals must be delivered to New Milford Public Schools Board of Education Special Ed office. Proposals submitted after this time will not be considered. Each Bidder shall be responsible for all costs incurred in order to prepare and submit their response to this RFP. All submitted materials including any work product, instruments of service and other deliverables shall become the property of the District, and the Bidders shall not claim any ownership interest in the same.

4. SELECTION PROCESS

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 District 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.

The District reserves the right to negotiate any and all elements of any proposal directly 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.

4.1 SELECTION CRITERIA

The following factors, without limitation, will be considered in reviewing and evaluating proposals (in no particular order):

- 1.) Cost
- 2.) Availability of Certified Staff
- 3.) References

The contract or contracts that are awarded pursuant to this Request for Proposals concern the provision of special education services. The specialized nature of such services, as well as legal mandates pertaining to the education of such students, necessitate that the Board consider numerous factors, including without limitation experience, availability, responsiveness, track record, safety and reliability, in addition to price, when evaluating proposals in accordance with this Request for Proposals. Contract awards will be made based on a determination of what is in the best interest of the Board and the students who will be receiving the services which are the subject of this Request for Proposals, upon consideration of all relevant factors.

4.2 DISCLAIMERS AND DISCLOSURES

The District has prepared this document to give background information to interested parties for participating in the RFP process. While the District has taken due care in the preparation of this RFP document and believes it to be accurate, neither the District nor the Town of New Milford nor any of their respective officers, employees, agents or advisors (collectively the "District Parties") give any warranty or make any representations, express or implied, as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. The information disclosed herein is provided on the basis that it is non-binding on the District Parties. The District reserves the right to alter/increase/decrease the scope of work requirements as later determined. The District reserves the right not to proceed with the solicited work or to change the configuration of the solicited work, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest. The District reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever. The District does not bind itself to accept the lowest or any offered RFP and reserves the right to reject all or any or cancel the RFP without assigning any reason whatsoever. The District also has the right to re-issue the RFP without any bidder or prospective bidder having the right to object to such reissue. No oral statement of any representatives of the District shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no bidder or prospective bidder shall rely on any alleged statement.

The District may elect to meet with any, all, or none of the bidders or prospective bidders prior to selection. The District reserves the right to reject any or all of the proposals submitted, to negotiate changes to proposal terms and to waive minor inconsistencies with the request for proposal. The District reserves the right to negotiate the cost of this proposal and to award the work to other than the proposer with the lowest cost, if it is in the best interest of the District. Submission of a proposal indicates acceptance by the proposer of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the proposer selected. The District may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this request for proposals if it is determined that doing so is in the District's best interests. Any such action shall be communicated to prospective consultants via a posting on the District's website. Each prospective bidder shall be responsible for checking the District's website at <https://www.newmilfordps.org/fiscalservices> to determine if the District has clarified, modified or amended this request for proposals and if so ensuring that its proposal is in accordance with the terms of the clarified, modified or amended request for proposal.

5. TERMS AND CONDITIONS

It is anticipated that New Milford Public Schools will enter into an agreement for a three- year period commencing on or about July 1, 2025. 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.

The firm/organization, which enters into contract with the New Milford Public Schools, must be prepared to provide proof of current licensure of all individuals employed under the agreement entered into with the selected bidder resulting from this request for proposals.

It is understood that all OT/COTA provided under the agreement entered into with the selected bidder resulting from this request for proposals will be employed by the firm/organization or as independent individuals, however during the period these individuals are providing services under the umbrella of New Milford Public Schools as per the agreement entered into with the selected bidder resulting from this request for proposals, these individuals will report directly to the building level administrator and/or to the Supervisor of Special Education.

New Milford Public Schools must approve of all the personnel the provider intends to employ for services under the agreement entered into with the selected bidder resulting from this request for proposals. 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 and New Milford Board of Education Policy #4112.5(copies of both attached). Independent providers must be willing to complete the above process with NMPS' Personnel Office at their own expense.

New Milford Public Schools reserves the right to request the dismissal or transfer of any OT/COTA assigned to work under the scope of the agreement entered into with the selected bidder resulting from this request for proposals. The firm/organization must agree to comply immediately after receiving such a request in writing from the Director of Special Education.

The proposal must include a description of the steps that will be taken by the firm/organization to provide service in the event that an OT or COTA is absent when school is in session.

5.1 INDEMNITY

To the fullest extent permitted by law, all contractors submitting bids agree on behalf of themselves and their successors and assigns, covenants and agrees at their sole cost and expense, to protect, defend, indemnify, release and hold the New Milford Board of Education, Town of New Milford, its agents, servants, officials, employees, volunteers and members of its boards and commissions (Collectively the "Board and Town of New Milford"), harmless from and against any and all Losses (defined below) imposed upon or incurred by or asserted against the Board and Town of New Milford by reason of bodily injury, personal injury, death, or property damage of whatsoever kind or nature, to any individuals or parties (including, but not limited to the Board and Town of New Milford, the Contractor, or any other third party) arising out of or resulting from, or alleged to arise out of or arise from the Contractor's performance of its work under any contract resulting from this request for proposals, but only to the extent such Losses are attributable to the negligent or intentional act, error

or omission of the Contractor or any person or organization employed or engaged by the Contractor to perform all or any part of any contract resulting from such request for proposals. The term "Losses" includes any losses, damages, costs, fees, expenses, claims, suits, judgments, awards, liabilities (including, but not limited to, strict liabilities), obligations, debts, fines, penalties, charges, amounts paid in settlement, foreseeable and unforeseeable consequential damages, litigation costs, attorneys' fees, expert's fees, and investigation costs, of whatever kind or nature, and whether or not incurred in connection with any judicial or administrative proceedings, actions, claims, suits, judgments or awards.

Upon written request by the District, the Contractor shall defend and provide legal representation to the Board and/or Town of New Milford with respect to any of the matters referenced above. Notwithstanding the foregoing, the Board may, in its sole and absolute discretion, engage its own attorneys and other professionals to defend or assist it with respect to such matters and, at the option of the Board, its attorneys shall control the resolution of such matters. Upon demand, the Contractor shall pay or, in the sole and absolute discretion of the Board, reimburse, the Board and/or Town of New Milford for the payment of reasonable fees and disbursements of attorneys and other professionals in connection with this contract.

THE BOARD and TOWN OF NEW MILFORD DO NOT AGREE TO INDEMNIFY THE CONTRACTOR IN CONNECTION WITH ANY LOSSES ARISING OUT OF OR RESULTING FROM, OR ALLEGED TO ARISE OUT OF OR ARISE FROM THE SERVICES PROVIDED BY THE CONTRACTOR PURSUANT TO ANY CONTRACT RESULTING FROM THIS REQUEST FOR PROPOSALS.

5.2 ASSIGNMENT OF RIGHTS, TITLES, & 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 District's procurement shall not be permitted without the express written consent of the District.

5.3 AVAILABILITY OF FUNDS

Any contract award associated with this RFP is contingent upon the availability of District funding. 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 the District 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. The District 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.

5.4. TAX EXEMPT

The District is tax exempt under state and federal law. The successful contractor will be responsible for any and all federal, state and local taxes including personal property tax. Such taxes must not be included in the bid price.

5.5 INSURANCE

Prior to the commencement of any work and no later than ten (10) days after notice of award of the contract, the selected bidder shall submit to the District evidence of insurance demonstrating that the contractor has insurance coverage of the kinds, and in the amounts specified hereunder for the term of any contract awarded pursuant to this request for proposals. Certificates of insurance shall contain a provision that such policies shall not be canceled or permitted to expire until at least thirty (30) days prior written notice has been provided to the selected bidder. Further, the District, the Town of New Milford and their current and former officers, members, agents and employees shall be named as an additional insured on a primary and non-contributory basis. The contractor and its insurers shall waive all rights of subrogation against the Town of New Milford and New Milford Board of Education and their current and former officers, members, agents and employees. Proof of insurance must accompany proposals. The insurance companies providing policies under any contract awarded pursuant to this request for proposals shall have an AM Best Rating of A-VII or better and shall be acceptable to the District.

- 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 (\$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.
- d) Business automobile liability insurance for bodily injury and property damage liability combined single limit of not less than One Million Dollars (\$1,000,000). "Any Auto" (Symbol 1 or equivalent) is required.

The selected bidder shall require any approved subcontractor or independent contractor to carry the insurances set forth herein and will obtain appropriate Certificates of Insurance before the subcontractors and independent contractors are permitted to begin work. The selected bidder and any permitted subcontractors and their respective insurers shall waive all rights of subrogation against the Board and the Town and their respective officers, agents and employees for losses arising from work performed under the any contract awarded pursuant to this request for proposals.

5.6 CONTRACT

The selected bidder will be required to execute a contract, as may be amended by the District and subject to the terms set forth in this request for proposal except as may be expressly waived in such contract. By submitting a proposal, bidders agree to all the terms and conditions of this RFP.

5.7 PERMITS AND CODES

The selected bidder will comply with all laws, codes, rules and regulations of the State, County and Town applicable to the work to be performed. Any permits lawfully required shall be obtained by the selected bidder, who shall pay all lawful charges.

5.8 PRICE

The price quoted shall include all contingencies, including but not limited to profit, BFO, administrative fees, direct costs, etc. to complete the project as described in this document.

5.9 FREEDOM OF INFORMATION ACT

All information submitted in a proposal or in response to a request for additional information is potentially subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. Proposals and the information contained therein shall not be treated as or considered confidential by the District.



APPENDIX A

Bidder Information Sheet
New Milford Board of Education
25 Sunny Valley Road, Suite A
New Milford, CT 06776

Name of Bidder: _____

Business Address: _____

Telephone #: _____

Date of Bid: _____

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.

Fifth: Bid prices are set forth on the attached form(s).

(Person, Firm, or Corporation)

(Authorized Signature)

(Name-Typed or Printed)