

# Norwalk Public Schools REQUEST FOR PROPOSAL June 12, 2019

## SPECIAL EDCUATION: RELATED AND SUPPORT SERVICES

- Applied Behavioral Analysis Services (BCBAs, ABAs, RBTs)
- > Transition Services
- Speech and Language (SPLs + SPLAs)
- Counseling
- Occupational Therapy (OTs + OTPs)
- Physical Therapy (PTs + PTs)
- Audiological
- Independent Educational Evaluation
- Special Education Tutoring
- Nursing Services (RNs, CNAs)

Proposal Response Date: July 1, 2019

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#### Overview

Norwalk Public School System is the 6<sup>th</sup> largest school district in the state of Connecticut with more than 11,000 students in 19 schools (27.7 square miles). There are 12 elementary schools, four middle schools, two high schools, and one early childhood center. Norwalk Public School administrative offices are located at: 125 East Avenue, Norwalk. CT 06852.

Proposals will be accepted until **July 1, 2019, 2:30 p.m.**, at which time they will be opened. No proposal received after that time will be considered. The Proposer assumes the risk of any delay in the mail or in the handling of the mail by employees of the Norwalk Public Schools whether sent by mail or by means of personal delivery, the proposer assumes responsibility for having its proposal received by Norwalk Public Schools on time at the place specified.

All proposals must be sealed and must be submitted in a plain opaque envelope.

Telephone quotations or amendments will not be accepted at any time. All materials submitted will become property of the District.

The Norwalk Public Schools may make any investigation necessary to determine the ability of the Proposer to meet the needs of this proposal. The Proposer shall furnish any additional information that the District shall request in order to make a determination of a proposal award.

The Norwalk Public Schools will consider cost, experience and service history in the award of this proposal. The Norwalk Public Schools reserves the right to waive technical defects in proposals, to reject any or all proposals, in whole or in part, and to make such awards in whole or in part, to re-advertise and invite new proposals; to modify proposals based upon negotiation with the proposer(s); that is in its judgment will be in the best interest of Norwalk Public Schools even if such proposal is not the lowest cost proposal. The Norwalk Public Schools also reserves the right to discuss the proposal with one or more proposers and to make such modifications as the Norwalk Public Schools, in its sole discretion, deems to be in its best interests.

## I. Request for Proposals

Instructions, Proposal Forms, and Specifications are enclosed within this packet. Proposals must be submitted on the response form included in this packet. Supplemental documentation is permissible. Quotation submissions should be in sealed envelopes that are clearly marked with the Request for Proposal title, date and time.

By submitting a proposal, the Proposer will be presumed to be thoroughly familiar with the Request for Proposal, Specifications, other documents, including all Addenda and to

have inspected the sites (if necessary) so as to be fully informed of NORWALK PUBLIC SCHOOLS's needs as they pertain to performance of this contract. It is strongly recommended that the proposer sign up for additional addendums on either the DAS or City of Norwalk websites (see below). The failure or omission of any Proposer to examine any site, form, instrument, or document shall in no way relieve the Proposer from any obligation with respect to its proposal. No proposal may be withdrawn for a period of sixty (60) calendar days after the scheduled closing for the receipt of proposals.

## Posting Websites/Links for RFP's and Bids:

State Website (DAS)
Sign up for notifications for future rfp/bids for NPS and other districts: http://das.ct.gov/cr1.aspx?page=372

NPS website (no notification mechanism): http://norwalkps.org/district/purchasing

City of Norwalk:

http://www.norwalkct.org/bids.aspx

## 1.1 Primary Contact

All questions regarding this Request for Proposal shall be submitted via e-mail to:

Karen Bartron Norwalk Public Schools 125 East Avenue Norwalk, CT 06852. bartronk@norwalkps.org

## 1.2 Response Date

A copy of the proposal must be received at the Business Office prior to **July 1, 2019**, **2:30 p.m.** Any proposal in route to this location or delivered to other locations in the School District will not be considered timely and will be unopened. Proposals received after the deadline will be late and ineligible for consideration.

#### II. Consideration and Award

The Norwalk Public Schools may award a contract based upon the initial proposals received without discussion of such proposals. Accordingly, each initial proposal should be submitted with the most favorable price and service standpoint. All proposals shall include completed forms as provided by the District. The Norwalk Public School District reserves the right to reject any or all proposals received or any parts thereof for any reason whatsoever, to waive any informality in any proposal or in any provision in the request for proposals, to require a modification of contract terms at any time, and to select the bidder who, in the opinion of the District, will meet the best interests of the District, provided that nothing herein shall be deemed to waive any

requirement of federal, state or local law. Under no circumstances will the District be responsible for the cost of preparing any bid or proposal.

The awardee vendor must supply all new equipment; no refurbished equipment will be accepted. Award of the proposal will be based upon the following criteria:

- Experience (new vendors should provide a brief narrative of past experiences with Norwalk Public Schools or references of work with other school districts, or of other facilities of similar size.)
- Flexibility of the vendor to work with the school district
- Quality of equipment/services offered.
- Pricing
- Availability (ability to provide all products/services in a timely manner).

## III. Instructions to Proposers

## 3.1 Pre-Proposal Inspections

All proposals are awarded with the understanding that the Proposer is acquainted with all of the requirements. The Proposer shall not at any time after the submission of a proposal, make any claim whatsoever based on insufficient data or a misunderstanding of the requirements, nature, conditions, or extent of the work under the contract. Prior to any site visits proposers must obtain permission and date and time from the administration.

## 3.2 Discrimination Prohibited

- (a) That in the hiring of employees for performance of work under this contract, or any subcontract hereunder, no such contractor or subcontractor shall, by reason of race, creed or color, discriminate against a anyone who is qualified and available to perform the work to which the employment relates.
- (b) That no contractor, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed or color.
- (c) That this contract may be canceled or terminated by Norwalk Public Schools and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this portion of the contract.

## 3.3 Insurance

Contractor will maintain commercial general liability insurance coverage, including sexual abuse, molestation and contractual liability on an occurrence basis, for bodily injury and property damage Contractor will also maintain errors and omissions insurance for liability resulting from the negligent performance of professional duties or operations, 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 Norwalk Public Schools evidence of insurance demonstrating that the contractor has coverage for all insurances with the

minimum limits of liability set forth herein 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 Norwalk Public Schools and the Norwalk Board of Educations. Insurance shall be provided only by companies licensed to do so in Connecticut and shall have a current A.M. Best Rating of "B+" or greater. Insurance policy certification must accompany the proposal. Certificates identify the City of Norwalk and the Norwalk Board of Education as Certificate Holders prior to the rendering of the services and will maintain such coverage throughout the term of any contract with NPS with renewal certificates of insurance provided to Norwalk Public Schools and the Norwalk Board of Education no less than twenty (20) days prior to the expiration of the prior certificate

- (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 <u>Five</u> Hundred Thousand Dollars (\$500,000):
- (b) **General Liability Insurance** to include sex abuse, molestation and contractual liability, shall be insured at a limit of not less than <u>One Million Dollars (\$1,000,000)</u> for each occurrence and <u>Two Million Dollars (\$2,000,000)</u> for total aggregate liability; additionally, shall be insured with an umbrella coverage not less than <u>One Million Dollars (\$1,000,000)</u> with coverage for up to three years after termination of the contract..
- (c) **Property Damage Insurance** shall be written at a limit of not less than <u>One Million Dollars (\$1,000,000)</u> for each occurrence and <u>One Million Dollars (\$1,000,000)</u> for each aggregate liability; and
- (d) **Errors and Omissions Insurance** shall be written at a limit of not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) for each aggregate liability; and

#### 3.4 Invoices

Invoices received and <u>approved</u> by Norwalk Public Schools, by the first of the month, will be paid with forty-five (45) days.

## 3.5 Contractor's Responsibilities

- (a) **Licenses:** Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor.
- (b) **Safety Standards:** All items supplies on this contract shall comply with current applicable Occupational Safety and Health Standards of the State of Connecticut and other applicable safety standards.
- (c) **Performance Interference:** Contractor shall notify the School District immediately of any occurrence of conditions that interfere with the full performance of the contract, and confirm it in writing within twenty-four (24) hours.

#### 3.6 Contractor's Qualifications

- (a) **Base of Operations:** Contractor shall maintain a base of operation within the tri-state area.
- (b) **References**: Provide a list of at least three school district or business references to include names and phone numbers.
- (c) **Service Personnel:** Provide a list of names and copy of personnel employed by the contractor.

## 3.7 Standard of Quality

The contractor shall at all times maintain on the job a sufficient force of personnel and support to provide efficiency in all work. The work shall be carried on to interfere as little as possible with the normal conduct of school activities and every reasonable care shall be taken to protect the safety of the children, school staff and other employees, as well as any School District property.

All grounds are smoke free and alcohol free.

## IV. Specifications for Norwalk Contracted Services

#### 4.1 Introduction and Instructions

- Norwalk Public Schools (NPS) is soliciting proposals from individuals, consultants, or organizations to provide expert services related to needs of special education students. NPS is developing a preferred vendor list, which it will utilize as services are needed.
- Successful vendors will be placed on a "preferred vendor" list and will be the default provider for services when student needs arise during the school year. If you have an interest in providing these services on an "as needed" basis for NPS students, please review the RFP in detail, and we look forward to your response.
- All bids should identify the specific area(s) of expertise being bid on, and the hourly rate for service. Pricing will be effective for the 2019-2020, 2020-2021, and 2021-2022 school years starting July 1, 2019.
- The number of student and hours needed vary based on the type of services. The intent is to have providers available to quickly initiate service and have a negotiated hourly price agreed to before service begins.
- NPS seeks qualified individuals, service providers, evaluators or organizations that have prior successful experience with implementing special education, related, and support services providing individual intervention as necessary for identified students.
- Contracts shall be awarded to the individual, service providers, evaluators or organization whose proposal best meets all criteria listed in the RFP.

## 4.2 Independent Contractor Status

It is the intent of this proposal that the successful bidder is an independent contractor, and not an employee or agent. Nothing in this proposal or the contract to be signed shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Norwalk Public Schools and the Agency, or any employee or agent of the Agency, or between the Agency and any agent or employee of the Board. Both parties acknowledge that the Agency will not be an employee for federal or state tax purpose and must maintain liability insurance coverages as required in Section 3.

You are solely responsible for compliance with all state and federal laws pertaining to yourself and your employees and the payment and withholding of all applicable wages and taxes. You agree not to discriminate in your hiring of employees or agents or your treatment of students or staff on the basis of race, gender, ethnic background, religion, sexual orientation, gender identity, disability, age, or on any other basis prohibited by state or federal law. You will be considered an independent contractor for all purposes, and nothing in this Agreement shall be deemed to make the parties partners of joint ventures or to make either party the employer or employee of the other.

## 4.3 Area Open for Bid and Scope of Work

Any of the following specific services are open for bid:

## 4.3.1 BCBA/ABA/RBT Applied Behavioral Analysis Services

Applied Behavioral Analysis Services, through a combination of nationally certified BCBAs, BCaBAs, and RBTs, intends to help increase language and communication skills, to improve attention, focus, social skills, memory, and academics, and to decrease problem behaviors. Services will be provided to approximately 40-60 students at 15 sites (with a concentration in two buildings). Contractor is required to provide nationally certified BCBAs, BCaBAs and RBT's.

Job responsibilities to include:

- Provision of ABA-based services outlined in student IEPs
- Provision of parent counseling and training (at home, school, or community) as per District's requirement
- Ongoing electronic data collection, analysis, and progress reporting as per District's requirement
- Completion of attendance and service logs specified as per District's requirement
- Participation at PPT meetings and team meetings, with written progress reports as requested by the District
- Completion of evaluations and written reports, at least 5 school days prior to scheduled meetings
- Onsite supervision of RBTs and BCaBAs in accordance with National BCBA Board of Ethics

#### 4.3.2 Transition Services

Transition services paraprofessionals, or job coaches, represent the school and serve as the liaisons between the employment site, school, student and parents. The job coach provides direct training and support at a variety of community job sites within the 18 to 21 year old program (or earlier if appropriate) during the time of vocational exploration in an individual or small group setting under the direction of a transition coordinator or special education teacher.

## 4.3.3 Speech and Language Services

Speech-language pathologists (SLPs) and/or speech-language pathology assistants (SLPAs) work to prevent, assess, diagnose, and treat speech, language, social communication, cognitive-communication, and swallowing disorders within Norwalk Public Schools. SLPs or SLPAs will provide speech and language services as outlined in student's IEPs.

#### 4.3.4 Counseling Services

Job responsibilities to include:

- Provision of counseling services outlined in student IEPs
- Provision of wrap-around services through consultation with community-based agencies, privately-treating mental-health or medical professionals
- Provision of parent counseling and training, including home visits
- Provision of emergency assistance or crisis support for students to decrease need for hospitalization or out-of-district placements
- Provision of in-take or transition supports when student returns from hospitalization, out-of-district placement, or disciplinary procedures
- Consultation with educational team on a weekly basis
- Ongoing electronic data collection, analysis, and progress reporting as per District's requirement
- Completion of attendance and service logs specified as per District's requirement
- Participation at PPT meetings and team meetings, with written progress report, as requested

## 4.3.5 Occupational Therapy and Physical Therapy Services

Deliver services of qualified/ certified/ licensed school-based occupational therapists, occupational therapy assistants, physical therapists, and/or physical therapy assistants. Services will focus on removing barriers from students' ability to learn, and helping students to develop skills that increase independence and participation in the school environment. In order to ensure service delivery within the least restrictive learning environment for students, contracted personnel will provide services to children using a collaborative consultative and integrative model to the maximum extent possible. It is understood that staff will not recommend specific services, intensity, or duration of services on an individual report which falls to the responsibility of the interdisciplinary team. The specific services to be provided will include, but not limited to:

- direct service, hands-on, educationally-related, including individual and group treatment programs
- indirect service intervention, including collaborative consultation with educators and families, as well as the design, implementation and supervision of programs delivered within the classroom
- monitoring of students, and informal consultation
- skilled observation and preventative intervention
- educationally-related evaluation
- preventative service intervention, if required by NPS, for students under SRBI

## 4.3.6 Audiological Services

Job responsibilities to include:

- Audiological Evaluations
- Central Auditory Processing Evaluations
- Consultations and support to school personnel

## 4.3.7 Independent Educational Evaluation Services

An Independent Education Evaluation (IEE) is an evaluation conducted by a qualified examiner who is not employed by the Norwalk Public Schools, when the Norwalk Public Schools have already conducted an evaluation of the student and the parent/guardian disagrees with the evaluation conducted by the district, and seeks an IEE at public expense. IEE evaluator shall meet the education, certification, and licensure requirements as specified by Norwalk Public Schools in order to perform the evaluation in the following areas:

- Psychological
- Neuropsychological
- Psychiatric
- Medical
- Occupational Therapy
- Physical Therapy
- Audiological
- Educational
- Functional Behavioral

#### 4.3.8 Special Education Tutoring Services

Tutor will provide direct instructional services with students who have a wide range of learning, social, emotional, behavioral, and/or physical disabilities in various sites, including school, home, hospital, and community sites.

## 4.3.9 School Nurse Services

Job responsibilities to include:

- Provision of direct medical care to pupils, members of staff and to visitors at various sites
- Collaboration and implementation of health programs and individual health plans that meet the identified needs of students, families and school personnel
- Delivery of a continuum of effective nursing intervention services from early intervention through crisis response
- Management and acting as a first responder to emergencies
- Promotion of health education throughout the school community

#### 4.3.10 Other Related Services

Please identify any other developmental, corrective, or supportive services that can assist a student with a disability to benefit from special and general education that had not been specified above. This can include, and not limited to, interpreting services, recreation services, orientation and mobility services, and more.

## 4.4 Capabilities/ Specifications

At a minimum, independent contractor should have a record of experience in working in public school environment, and must maintain appropriate certification or licensures as required by CT State for providing equivalent services at the public schools.

Additional and desirable qualifications may include and not limited to a record of experience with and knowledge of:

- Evidence-based methodology
- Standardized diagnostic tools
- Curriculum-based assessments
- Grade-level curriculum standards
- The IEP process, progress monitoring, accurate service logging and IEP Frontline
- Development of individualized, curriculum aligned, educationally-based goals and objectives
- Educational accommodation and modifications
- Data analysis and ability to provide data-based progress reports as requested by the District but not less than on a quarterly basis
- Special education eligibility criteria in the state of Connecticut
- Laws impacting special education and the provision of services in the state of Connecticut
- Current Procedural Terminology (CPT) Coding and Medicaid billing
- Confidentiality of Student Records

## 4.5 Awardees agree to:

- Submit copies of all relevant certification, and, if applicable, license
- Include NPS in all correspondence and meetings with families
- Not serve Norwalk assigned-students privately or via another agency
- Make up any missed mandated services due to provider unavailability within the month
- Indemnify, defend and hold harmless the City of Norwalk and the Norwalk Board of Education, as well as the agents and employees of each, from any and all suits, claims, damages, costs, expenses, attorney's fees, or actions of any kind whatsoever in any forum whatsoever whether in law or equity brought by any person or entity caused by or arising out of awardee's acts or omissions or any other wrongful conduct; awardee will not, without the prior written consent of the City of Norwalk and/or the Norwalk Board of Education as applicable, settle or compromise or consent to the entry of judgment in any pending or threatened claim, action, suit or proceeding of which indemnification may be sought hereunder (whether or not the City of Norwalk or the Norwalk Board of Education is a named party or a potential named party to such claim, action,

suit or proceeding) unless such settlement, compromise or consent includes the unconditional release of the City of Norwalk and the Norwalk Board of Education from liability arising from such claim, action, suit or proceeding.

## 4.6 Availability of Funds

Any contract award associated with this RFP is contingent upon the availability of funding to NPS. 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 Norwalk 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. NPS 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.

## V. Evaluation

Selection criteria will be the based upon the following. Each category will be rated from one to ten points (with ten being the highest rating, with a total possible score of 100):

Areas	Rating		Weight %		Total
Firm's history and resource capability to perform required services		Х	15%	II	
Availability: To provide services required and ability to provide personnel required to meet the needs of the district		Х	15%	II	
Specific experience		Х	10%	=	
Quality and content of references included		Х	5%	1	
Creativity of the proposal. Specific to Norwalk Public Schools requirements.		Х	15%		
Completeness and professionalism of information submitted and qualifications of staff		Х	15%	II	
Fee for services and any reimbursables		Χ	10%	=	
Overall impression		Х	15%	II	
Total Score			100%		

## VI. Non-Collusion Affidavit

The undersigned, as a company proposing on the above indicated project, declares that the only persons or parties interested in this proposal as principals or in the contract proposed to be taken are named herein; that this proposal is fair in all respects and made without collusion or fraud: that the proposer has carefully examined the location of the proposed work, the Specifications including the Request for Proposal and all addenda thereto, prepared by the Owner; and proposed and agrees if these terms and conditions are accepted that the undersigned will contract, to provide all necessary and proper personnel to do all the work and furnish all labor and material necessary or proper to carry out the contract in the completion of the work for the following lump sum pricing. The undersigned further agrees, if awarded the contract on this proposal, to commence work at the time stated in the notice to proceed, unless otherwise permitted or directed by the Owner and further agrees to complete the work of this contract as specified. This form must be signed by an officer authorized to represent and commit the organization to all terms and conditions contained in the proposal. The authorized person signing below further certifies that this bid has been prepared without collusion with any other bidder, the Norwalk Public Schools, or any employee of the Norwalk Public Schools.

Name of Company			
Address			
Dhana II		Formille	
Pnone #:	Fax #:	Email:	
Federal I.D. #:			
Authorized Signature:		Date:	
Phone #:	Fax #:	Email:	
Federal I.D. #:			
Authorized Signature:		Date:	
Printed Name:		Title:	

## VII. Response Sheet

Proposals are scheduled to be accepted or rejected by the Norwalk Public Schools within sixty (60) days of the proposal due date. The Norwalk Public Schools reserves the right to waive any informality and to accept or reject all or any part of any or all Proposals.

# Official Response Form (Pricing in \$/ Hour)

2019-20	2020-21	2021-22	2022-23	
		<del></del>		
		<del></del>		
ces available a	along with Pricin	g in \$/Hour or \$/	Day)	
(Printed name)			(Signature)	
		Date:		
	Ces available a		(Printed name)  Comparison of the comparison of	(Printed name) (Signature)

## **REFERENCES:**

REFERENCE NAME 1:
ADDRESS:
CITY, STATE, ZIP CODE:
TELEPHONE:
RESPONSIBLE COMPANY AGENT NAME:
TYPE OF OPERATION (School, District, Parent):
REFERENCE NAME 2:
ADDRESS:CITY, STATE, ZIP CODE:
CITY, STATE, ZIP CODE:
TELEPHONE:
TELEPHONE:RESPONSIBLE COMPANY AGENT NAME:
TYPE OF OPERATION (School, District, Parent):
DEEEDENCE NAME 2:
REFERENCE NAME 3:
ADDRESS:
CITY, STATE, ZIP CODE:
TELEPHONE:
RESPONSIBLE COMPANY AGENT NAME:
TYPE OF OPERATION (School, District, Parent):