



MAIL BIDS TO: **STAMFORD PUBLIC SCHOOLS**
PURCHASING DEPARTMENT
P.O. BOX 9310
STAMFORD, CT 06901

RFP 19-07

REQUESTING DEPT: PURCHASING

TITLE OF RFP: INDEPENDENT EDUCATIONAL EVALUATION
FOR STAMFORD PUBLIC SCHOOLS

BID OPENING: DATE: TUESDAY AUGUST 20.2019
TIME: 2:30 P.M.
PLACE: PURCHASING, 3rd FLOOR
888 Washington Boulevard
Stamford, CT 06901

6 COPIES OF RESPONSE REQUIRED

RFP 19-07

INDEPENDENT EDUCATIONAL EVALUATION SERVICES

Invitation to Bid/Overview of Services

- Stamford Public Schools (SPS) is soliciting proposals from individuals, consultants, or organizations to provide expert services related to servicing special education student needs. Throughout any given school year, many students are identified or in need of special services. Examples of these specific services are outlined in more detail in “Scope of Services” section C.
- All bids should identify the specific area (s) of expertise being bid on, and the hourly rate for service. Pricing will be effective for four (4) years, 2019-20, 2020-21, 2021-22 and 2022-23 school years starting September 1, 2019, with one (1) additional option year in 2023-24.
- The number of students and hours needed vary based on the type of service. The intent is to have providers available to quickly initiate service and have a negotiated hourly price agreed to before service begins.
- SPS seeks qualified individuals, consultants, or organizations that have prior successful experience with implementing services identified in Section C into a Special Education environment and providing individual therapy as necessary for identified students.
- Requests for proposals will be available at the purchasing department section of the Stamford Public Schools (SPS) website:
<http://www.stamfordpublicschools.org/district/finance-purchasing/pages/rfps-and-bids>
starting Thursday July 18, 2019.
- A contract shall be awarded to the consultant whose proposal meets all criteria listed in the RFP.
- If so choosing, the Stamford Public Schools reserves the right to request from the selected proposer a Performance Bond in an amount not to exceed 100% of the contract price.
- **Proposals must be sealed and received by Tuesday, August 20, 2019 at 2:30 P.M.**
- Upon successful selection of a vendor, an award notification will be posted online at:
<https://www.stamfordpublicschools.org/district/finance-purchasing/pages/rfp-contract-award-notification>
- **Insurance Requirements:** The selected proposer, upon the signing of the formal contract, will be required to deliver an insurance certificate in amounts, companies,

and terms acceptable to the Risk Manager of the City of Stamford. (*See section A.5 for further info*)

- **Rejection of Proposals**
Stamford Public Schools reserves the right to reject for any reason deemed to be in the District’s best interest any and/or all proposals submitted under this RFP.
- **Negotiated Changes**
In the event negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.
- **Selection Committee**
For requests for proposals for services anticipated to exceed \$100,000, a selection committee shall be formed to review all proposals. The selection committee shall, if possible, interview the most qualified proposers. Proposals over \$100,000 will require SPS Board of Education approval.

SAMPLE SCORING SHEET

Proposal Selection Criteria	Points
Understanding of Engagement	10
Qualifications and Experience of Proposer	40
Professional References	25
Proposed Fee Arrangements	25
<u>Total</u> (<i>maximum 100 pts</i>)	100

A. General Contract Information

1. Awarding the Contract (s)

The contract/s shall be awarded to the proposer whose proposal is deemed by the department head and/or selection committee to best provide the services desired, taking into account the requirements, terms and conditions contained in the request for proposals and the criteria for evaluating proposals.

2. Contract Agreement

The successful bidder will be required to enter into an Agreement with Stamford Public Schools for the completion of the contract. If so, a sample copy of the Agreement is available at the following website:

http://www.stamfordpublicschools.org/sites/stamfordps/files/uploads/sample_agreement_for_boe_rfp_packages.pdf. The specifications of the proposal and the purchase order issued to the proposer shall serve as a contract where no formal written contract is required.

3. Terms of Agreement

The Agreement and pricing shall remain in effect for four (4) years beginning with September 2019 and continue through the 2019-20, 2020-21, 2021-2022 and 2022-23 school years, with one (1) additional option year in 2023-24. Thereafter, the Agreement shall remain in effect until such time that either party gives sixty (60) business days prior written notice of its intent to either extend or terminate the Agreement.

4. Cancellation of the Contract

The Stamford Public Schools (SPS) reserves the right to cancel this contract, at any time, with sixty (60) days prior written notice to the consultant or organization, should any of the following conditions exist:

- Funds are not appropriated by the City of Stamford for the continuation of this contract
- The Stamford Public Schools (SPS), through changes in its requirements, method of operation, or program operation no longer has a need for the commodity or service.
- If the Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the contract, Stamford Public Schools may terminate the contract by written notice to the Contractor.
- As indicated in “sample contract on page 3” the SPS reserves the right to cancel for either cause or convenience.

Provision for Required Insurance

The Vendor shall maintain insurance, which complies with the insurance requirements contained in this Contract between the Stamford Public Schools, Stamford, Connecticut and the vendor. Such insurance required to be maintained by the vendor shall include:

1. General liability, which contains limits of liability of \$1,000,000/\$2,000,000 combined single limit per occurrence and aggregate for property damage and bodily injury. Such insurance shall contain operations liability, contractual liability, which covers any indemnities contained in this Contract, personal injury and advertising liability and completed operations and products liability.
2. If working with children, sexual abuse and molestation coverage, which may be included in the general liability policy or be a standalone policy.
3. Workers’ compensation and employers liability, which covers the employees of the Vendor, if applicable.
4. Professional liability, which covers the professional services of the Vendor.

The Stamford Public Schools, the City of Stamford and their employees, agents and officers shall be designated as additional insureds under the general liability policy. All insurance maintained by the Vendor shall be primary insurance, not excess or concurrent, with any insurance maintained by or on behalf of the Stamford Public Schools or City of Stamford.

The Vendor agrees to hold the Stamford Public Schools, the City of Stamford, and their employees, agents, and officers, safe and harmless from liability during the performance of this contract, and provide a waiver of subrogation in favor of the Stamford Public Schools, the City of Stamford, and their employees, agents and officers. The Vendor shall provide the Stamford Public Schools with evidence of insurance, which complies with the insurance requirements hereunder.

6.1 Non-Discrimination

(a) The contractor agrees and warrants that in the performance of the contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. If the contract is for a public works project, the contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such project. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(b) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "Affirmative Action-Equal Opportunity Employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities ("CCHRO");

(c) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a copy of these provisions, advising the labor union or worker's representative of the contractor's commitments under these provisions and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(d) The contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k, inclusive, and with each regulation or relevant order issued by said CCHRO;

(e) The contractor agrees to provide the SPS with such information requested by the SPS, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor.

6.2 Prime Contractor Responsibility

Vendors submitting proposals to this RFP may utilize the services of subcontractors. If subcontractors are planned to be used, this should be clearly explained in the proposal. The prime Proposer will be responsible for the entire contract performance whether or not a subcontractor is to perform.

All corporate information in this RFP must be included for each proposed subcontractor. The Proposal must also include copies of any agreements to be executed between the prime Proposer and any subcontractors in the event of contract award. Under this RFP, the Stamford Public Schools retains the right to approve all subcontractors.

6.3 Subcontractors

The contractor shall include the provisions of subsection (6 and 6.1) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the SPS and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CCHRO. The contractor shall take such action with respect to any such subcontract or purchase order as the SPS may direct as a means of enforcing such provisions.

The contractor agrees to comply with the CCHRO's requirements as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

6.4 Ambiguity in the RFP Specification

Prior to submitting the proposal, the contractor is responsible to bring to the SPS' attention any ambiguity in this RFP. Failure to do so shall result in the contractor forfeiting any claim for adjustment based on such ambiguity as should have been noted by a prudent contractor.

In the event of any ambiguity between the SPS' RFP and the proposer's proposal, then whatever shall be more favorable to the Stamford Public Schools as determined in the sole discretion of the SPS shall prevail and take precedence.

6.5 Ownership Information

The Stamford Public Schools shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information developed, derived, documented or furnished by the contractor under any contract resulting from this RFP.

In the event of contract award, all data collected and other documentation procured as part of the contract will become the exclusive property of the Stamford Public Schools and may not be copied or removed by any employee of the contractor without written permission of the Stamford Public Schools.

6.6 Proprietary Information

The Stamford Public Schools will not disclose any portion of the proposals except to members of the proposal evaluation team prior to contract award. The Stamford Public Schools retains the right to disclose the name of the successful proposer, the amount of contract, and any other information in the proposal that is pertinent to the selection of the contractor.

6.7 Independent Project Cost Determination and Gratuities

By submission of an offer, the proposer certifies, that in connection with this proposal:

- The costs in this offer have been arrived at independently, without consultation, communication or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other proposer or competitor.
- The prices quoted in this offer will not change for a period of one hundred and twenty (120) days after the receipt date at the Stamford Public Schools of this offer.
- Unless otherwise required by law, the costs which have been quoted in this offer have not been knowingly disclosed by proposer and will not knowingly be disclosed by the proposer prior to award, directly or indirectly to any other proposer or to any competitor.
- No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restrictive competition.
- No elected official or appointed official or employee of the Stamford Public Schools or the City of Stamford shall benefit financially or materially from any contract awarded pursuant to this RFP.

6.8 Gifts

During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education (“BOE”) or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

6.9 Incurring Cost

The Stamford Public Schools will not be held responsible for any costs incurred by the proposer for work performed in preparation and production of a proposal or for any work performed prior to the issuance of a contract.

6.10 Student Data Privacy

To effect the transfer of data subject to FERPA, the Contractor agrees and acknowledges as follows:

- A.** The Contractor shall ensure compliance in all respects with the provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g, (“FERPA”) including any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal or state law or regulation.
- B.** Student information, student records and student-generated content, as those terms are defined pursuant to Connecticut General Statutes §10-234aa (collectively “student data”), are not the property or under the control of the Contractor;
- C.** The Board shall have access to and may request the deletion of student data in the possession of the Contractor except when such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor, provided the Board may request the deletion of any such student data if such copy has been used by the operator to repopulate accessible data following a disaster recovery; at any time by notifying Contractor, in writing, of such request and identifying the information to be deleted;
- D.** The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement with the Board;
- E.** The procedures by which a student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct erroneous information, if any, in such student record is set forth in Board Policy, with specific reference to Policy 5115 (as may be amended from time to time) and its associated Regulation(s), a copy of which may be found at <http://www.stamfordpublicschools.org/district/board-education/pages/policy-handbook>.
- F.** The Contractor shall take actions designed to ensure the security and confidentiality of student data;
- G.** The Contractor shall adhere to the following procedures to notify the Board in the event that there has been an unauthorized release, disclosure or acquisition of student data:
 - a. Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of student information, excluding any directory information contained in such student information, the Contractor shall notify, without unreasonable delay, but not more than thirty days after such discovery,

the Board in writing through the Superintendent of Schools of such breach of security. During such thirty-day period, the Contractor may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose student information is involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the Contractor's data system.

b. Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of directory information, student records or student-generated content, the Contractor shall notify, without unreasonable delay, but not more than sixty days after such discovery, the Board of such breach of security. During such sixty-day period, the Contractor may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose directory information, student records or student-generated content is involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the Contractor's data system.

H. Student data shall not be retained or available to the Contractor upon expiration of the Agreement between the Contractor and the Board, except a student, parent or legal guardian of a student may choose to independently establish or maintain an electronic account with the Contractor after the expiration of such Agreement for the purpose of storing student-generated content.

I. All student-generated content shall be the property of the student or the parent or legal guardian of the student.

J. The Contractor shall implement and maintain security procedures and practices designed to protect student information, student records and student-generated content from unauthorized access, destruction, use, modification or disclosure that, based on the sensitivity of the data and the risk from unauthorized access, (1) use technologies and methodologies that are consistent with the guidance issued pursuant to section 13402(h)(2) of Public Law 111-5, as amended from time to time, (2) maintain technical safeguards as it relates to the possession of student records in a manner consistent with the provisions of 45 CFR 164. 312, as amended from time to time and (3) otherwise meet or exceed industry standards.

K. The Contractor shall not use (1) student data for any purposes other than those authorized pursuant to this Agreement, or (2) personally identifiable information contained in student data to engage in targeted advertising.

L. The parties agree that this Agreement controls over any inconsistent terms of conditions contained within any other agreement entered into by the parties concerning student data.

M. This Agreement shall be interpreted in accordance with the laws of the State of Connecticut. Each Party hereby agrees to submit to the jurisdiction of the Connecticut courts with respect to any civil action permitted under this Agreement.

N. If a court of competent jurisdiction finds that any provision of this Agreement is invalid, illegal or unenforceable, in any respect, then such invalidity, illegality or unenforceability shall not affect or impair any other remaining provisions of this Agreement, which shall remain in full force and effect. Moreover, if a court of competent jurisdiction finds that any provision of this Agreement is excessively broad, then such provision shall be construed by limiting it so as to be enforceable to the extent compatible with applicable law.

6.11 Code of Ethics

Vendor shall comply with the Stamford Municipal Code of Ethics as codified in Chapter 19 of the City of Stamford Code of Ordinances and shall be considered an “employee”, as defined in that Chapter, strictly for the purpose of compliance thereto. Vendor is prohibited from using its status as a vendor to derive any interest(s) or benefit(s) from other individuals or organizations.

6.12 Off Contract Purchase

The District reserves the right to purchase items and/or products covered by this agreement from alternate sources, should, during the term of this agreement, the District obtain more favorable pricing from those alternate sources or determine that it is in its best interest to purchase an item from an alternate source. This Contract is not an exclusive Contract.

6.13 Information on Bidders’ Background

In addition to the specific information required to be submitted in direct response to this procurement, the Stamford Public Schools reserves the right to request certain additional information from any/all bidders, such as Dunn & Bradstreet reports, certified financial statements, lists and details on equipment and other important and necessary information and documents that will serve the best interest of the City, in the opinion of Superintendent of Schools and/or of the Purchasing Agent, in determining the capabilities of a contractor.

6.14 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 Stamford 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 purposes.

B. Background

SPS serves some 16,000 students in 21 schools, grades Pre K – 12. The district, which encompasses 2,850,000 square feet of space, contains 13 elementary schools. Of the existing 13 elementary schools, 11 include grades K-5, the new school is K-3 and one includes grades K-8; five middle schools with grades 6-8, and three high schools. Included in this mix are five magnet elementary schools, one magnet middle school, two large comprehensive high schools, a magnet technology and engineering high school, and two alternative high school programs.

C. Scope of Services

Detailed Scope of Services

The following specific services are open for bid. Bidders are encouraged to bid on any combination of services in which they have expertise working with Special Education students. These areas are:

- Independent Education Evaluation (IEE)
 - Neuropsychological
 - Psychological
 - Psychiatric
 - Occupational Therapy (including sensory processing)
 - Physical Therapy
 - Speech and Language
 - Feeding and Swallowing
 - Reading
 - Math
 - Educational
 - Functional Behavior Assessment (FBA)
 - Auditory Processing
 - Audiological
 - Assistive Technology and Augmentative Communication
- Behavior Intervention Plan (BIP)
- Educational consulting service
- BCBA school-based consultation to support implementation of BIP and/or to provide staff training
- BCBA home service for the purpose of parent training
- Tutoring services in school
- Tutoring services, home based, by State of Connecticut certified professionals

Consultant Capabilities/Specifications

At a minimum, consultants should have a record of experience in:

- Working in Public School environment and must meet the specified minimum credentials for evaluators below:

Criteria for Evaluators

Education, certification, and licensure requirements:

Psychological Evaluation or Psycho-Educational Evaluation:

Must meet one of the following groups of criteria:

- a. Master's degree from an accredited university and appropriate specialist level degree (e.g. Sixth Year Professional Diploma) in School Psychology from an accredited university;
- b. Professional Educator Certificate in School Psychology (Endorsement 070) from the State of Connecticut Department of Education; and
- c. Minimum five (5) years full-time supervised professional experience beyond any internship or practicum experience in a public school setting.

Or:

- a. Doctor of Philosophy (Ph.D.), Doctor of Education (Ed.D.), or Doctor of Psychology (Psy.D.) in School Psychology, Counseling Psychology, or Clinical Psychology from an accredited university; and
- b. Valid Connecticut Department of Public Health license as a psychologist; and
- c. Minimum three (3) years training and experience post-licensure evaluating students of the same age level; and
- d. Clinical background, advanced training, and recent experience in the areas of disability being evaluated.

Neuropsychological Evaluation:

A professional who uses the title Neuropsychologist must have adequate specialty level training as this is not a legally regulated title or practice area. The district requires that the following criteria be met:

- (a) Doctor of Philosophy (Ph.D.), Doctor of Education (Ed.D.) or Doctor of Psychology (Psy.D.) in School Psychology, Counseling Psychology, or Clinical Psychology from an accredited university; and a valid Connecticut Department of Public Health license as a psychologist; and

- b. Post-doctoral fellowship in Neuropsychology for two (2) years at an approved facility;
- c. Three (3) years of professional experience in neuropsychology after attaining licensure, working with children and adolescents.
- d. Optional: Board certification from the American Board of Professional Psychologists (ABPP), American Board of Clinical Neuropsychologists (ABCN), or the American Board of Pediatric Neuropsychologists (ABPN).

Psychiatric Evaluation:

- a. Medical degree (M.D.) from an accredited university; and
- b. Clinical training in child and adolescent psychiatry; and
- c. Valid license by the State of Connecticut Department of Public Health in good standing;
- d. Board certified by the American Board of Psychiatry and Neurology in the specialty area of Child and Adolescent Psychiatry.

Medical Evaluation:

- a. Medical degree (M.D.) from an accredited university; and
- b. Clinical training in field of specialty required for evaluation or pediatrics, as applicable; and
- c. Valid license issued by the State of Connecticut Department of Public Health in good standing; and
- d. Board certified by the appropriate agency in pediatrics or the appropriate field of specialty in which the evaluation is sought.

Occupational Therapy Evaluation:

- a. Minimum Bachelor's degree from an accredited university and has graduated from an educational program accredited by the American Occupational Therapy Association; and
- b. Valid license issued by the State of Connecticut Department of Public Health in good standing; and
- c. Clinical experience in evaluating and treating children and/or adolescents in the area of disability under evaluation.

Physical Therapy Evaluation:

- a. Graduate of a school of physical therapy approved by the Board of Examiners for Physical Therapists; and

- b. Valid license issued by the State of Connecticut Department of Public Health in good standing; and
- c. Clinical experience in evaluating and treating children and/or adolescents in the area of disability under evaluation.

Speech and Language Evaluation:

- a. Minimum of master's degree and appropriate specialist level training (e.g. Sixth Year Degree) in speech and language pathology from a program accredited by the American Speech-Language Hearing Association; and
- b. Valid license issued by the State of Connecticut Department of Public Health in good standing; and
- c. Clinical experience in evaluating and treating children and/or adolescents in the area of disability under evaluation; and
- d. Current Certificate of Clinical Competence (CCC) in good standing from the American Speech-Language Hearing Association (ASHA); and
- e. Certification from the Ct. Depart of Education endorsement number 061

Audiological Evaluation:

- a. Minimum of master's degree and appropriate specialist level training (e.g. Sixth Year Degree) in audiology from a program accredited by the American Speech-Language Hearing Association; and
- b. Valid license issued by the State of Connecticut Department of Public Health in good standing; and
- c. Clinical experience in evaluating and treating children and/or adolescents in the area of disability under evaluation; and
- d. Current Certificate of Clinical Competence in Audiology (CCC) in good standing from the American Speech-Language Hearing Association (ASHA).

Educational Evaluation:

- a. Master's degree from an accredited university and appropriate specialist level degree (e.g. Sixth Year Professional Diploma) in Special Education from an accredited university; and
- b. Professional Educator Certificate in Special Education from the State of Connecticut Department of Education; and
- c. Minimum three years full-time supervised professional experience beyond any internship or practicum experience in a public school setting.

Functional Behavioral Assessment:

Must meet one of the following:

- (a) Minimum requirements above for Psychological or Psycho-Educational Evaluation;
or
- (b) Hold current certification in good standing as Board Certified Behavior Analyst (BCBA), including attaining a minimum of a master's degree in Applied Behavior Analysis (ABA) from an accredited university; must have Department of Health licensure.

Additional qualifications include a record of experience with and knowledge of:

- Standardized Diagnostic tools
- Curriculum Based assessments
- Research based methodology
- IEP process and Frontline IEP Direct
- Developing individualized, educationally-based, goals and objectives as appropriate
- Educational accommodations and modifications
- Understanding of Educational Handicapping conditions
- Curriculum Standards
- Current Procedural Terminology (CPT) Coding; including Medicaid billing

Awardee agrees to:

- Submit copies of all relevant certifications, and, if applicable, licenses
- Include SPS in all correspondence and meetings with families
- Share all written reports with SPS at least 5 days prior to PPT meetings

D. Place of Work

The consultant/organization awardee and the Stamford Public Schools shall agree on the location of space. Services may be provided within the environment where the students requiring the support attend. Evaluators who will be considered for approval must be located within Fairfield County or the surrounding counties in Connecticut and/or the Hudson Valley/Westchester County, New York. Evaluators outside of this multi-county area will be approved only on an exceptional basis, provided that the parent can demonstrate the necessity of using personnel outside of this area. The district shall not be responsible for providing transportation, nor pay any travel expenses, to and from the location of the evaluator. This district will take into account cases of low incidence or severe disabilities where qualified evaluators may not exist in the multi-county area to ensure that reasonable exceptions to this requirement are made where qualified evaluators do not exist given the nature of the disability/suspected disability.

E. Pricing

- Term of contract four (4) years with one (1) additional option year 5.
See Terms of Agreement for more info...
- Provide an hourly rate for service for each service delivery area.
- A school district may include criteria about geographical location in its IEE criteria. The school district, however, must allow parents an opportunity to demonstrate unique circumstances to justify obtaining an IEE outside of the geographical location set by the criteria.
- When including criteria about geographical location, the BSE recommends limiting the location using a mileage radius instead of a specific county or region of the state. Given that Connecticut is a small state, this will help ensure that the criteria are not too restrictive.
- SPS reserves the right to adjust the scope of services if budget allocation permits.

F. Reasonable Cost

Evaluators must charge fees for evaluations which are reasonable and customary in the community, and are not unreasonable or excessive. The State guidelines that went into effect September 2017 states that a school district is not expected to bear the cost of unreasonably priced IEEs. It further states that a school district can establish reasonable rate criteria applicable to personnel employed by the district.

The Stamford public school has established the following IEE reasonable rates:

Psychological Evaluation up to \$3500.00, which includes report writing, observations and presentation at an IEP meeting if required

Speech And Language Evaluation up to \$3000.00, which includes report writing, observation and presentation at an IEP meeting if required

Educational Achievement Evaluation up to \$3000.00 which includes report writing, observation and presentation at an IEP meeting if required

OT/PT Evaluation up to \$2000.00 which includes report writing, observations and presentation at an IEP meeting if required

Neuropsychological Evaluation up to \$4,500.00 which includes report writing and presentation at an IEP meeting if required

Audiological Evaluation up to \$ 2,000.00, which includes report writing and presentation at an IEP meeting if required

Psychiatric Evaluation up to \$3,400.00, which includes report writing and presentation at an IEP meeting

G. Invoice Submission

Invoices submitted to the Stamford Public Schools for services rendered must include:

Full name and certification of the service provider (e.g., Jane Smith, SLP or John Smith, BCBA)

Type of Device being billed identified by name (e.g., SLP services, Counseling, Psych Eval, etc.)

List all dates and times of service being billed on that particular invoice (e.g., 4/15, 4/16, 4/17 1 hour each day)

Specify hourly rate and grand total for each service provider on the invoice (e.g., Jane Smith 3 Hours @\$75/hr. Total \$225; John Smith 4 hours @50/hr. Total \$200)

In the event your invoice is missing any of the relevant information, we will ask that you resubmit a new invoice that satisfies these requirements before payment can be made.

H. Submission of Questions

Questions relating to this request for proposal must be submitted **in writing (E-MAIL ONLY)** to the following address **no later** than **Friday, August 16, 2019**:

Stamford Public Schools
Wayne Holland
Director of Special Education Services
wholland@stamfordct.gov

I. Proposal Submission

Six (6) complete sets of the proposal along with an (**electronic copy CD or Flash Drive**) are to be submitted in a sealed envelope and received by the **Purchasing Department, 3rd Floor, by Tuesday August 20, 2019 at 2:30 pm**, and listing the following information on the outside of the envelope: **RFP 19-07 | Bidder's name and address | Proposal Due date. No telephone, electronic, or facsimile proposals will be considered.** No proposals will be accepted after this time.

- Send your proposal to the attention of:

Stamford Public Schools
Attn: 3rd Floor, Purchasing | RFP 19-07 Independent Educational
Washington Blvd. Evaluation
Stamford, CT 06901

Due Date: Proposals must be received by 2:30 pm on Tuesday August 20, 2019.

The proposal should include:

1. Tax Exempt

The Stamford Public Schools is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the bid price.

2. The “Official Response Form” attached must be completed.

3. The “Non-Collusion Affidavit” attached must be completed.

4. The “Contractor’s Statement” attached must be completed.

5. The “Contractor’s Verification” attached must be completed.

6. All material submitted in response to this RFP will become public record and will be subject to inspection after Intent to Award notice is issued. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the proposal.

7. A proposal submitted in response to the RFP shall constitute a binding offer. The autographic signature of the proposer shall indicate acknowledgement of this condition, or an officer legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Proposer of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the SPS’s RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined in the RFP.

Failure to comply with all submission requirements may result in reduction of 5-10 points off the “Matrix of Qualifications” score. *For instance, not submitting an (electronic copy CD or Flash Drive).

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INDEPENDENT EDUCATIONAL EVALUATION

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J. Official Response Form

Name of Consultant/Vendor _____

Name of Primary contact person _____

Address of Vendor _____

Phone Number of Vendor _____

Contact Person e-mail for follow-up _____

Number of Years' providing similar work: _____years

List of School based references for contracts of a similar nature, including contact names, school district and phone numbers (Contract size can be either # students served or annual dollar amount)

	<u>Reference District</u>	<u>Contact Name</u>	<u>Phone Number</u>	<u>E-mail</u>	<u>Contract Size</u>
a)	_____	_____	_____	_____	_____
b)	_____	_____	_____	_____	_____
c)	_____	_____	_____	_____	_____

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INDEPENDENT EDUCATIONAL EVALUATION**

Page 2

Official Response Form (Pricing in \$/hour for each service)

\$ Per Hour	Year 1 (2019-20)	Year 2 (2020-21)	Year 3 (2021-22)	Year 4 (2022-23)	*Option yr.5 (2023-24)
Independent Education Evaluation	_____	_____	_____	_____	_____
- Psychological	_____	_____	_____	_____	_____
- Psychiatric	_____	_____	_____	_____	_____
- Occupational or Physical Therapy	_____	_____	_____	_____	_____
- Speech and Language	_____	_____	_____	_____	_____
- Reading	_____	_____	_____	_____	_____
- Educational	_____	_____	_____	_____	_____
- Functional Behavior Assessment (FBA)	_____	_____	_____	_____	_____
-Behavior Intervention Plan (BIP)	_____	_____	_____	_____	_____
-Educational consulting service	_____	_____	_____	_____	_____
-BCBA consultation	_____	_____	_____	_____	_____
-BCBA servicing not to exceed 5 hrs per day	_____	_____	_____	_____	_____
-Tutoring services in school	_____	_____	_____	_____	_____
-Tutoring services home based	_____	_____	_____	_____	_____
-Sign language interpretation	_____	_____	_____	_____	_____

*Option Year 5
(2023-24)

K. Non-Collusion Affidavit

The undersigned, having been duly sworn, affirms and says that to the best of his/her knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with any competitor for the purpose of restricting competition.
2. Unless otherwise required by law, the prices, which have been quoted in this Proposal, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

Name of Proposer: _____

By: _____

Print Name: _____

Title: _____

**STATE OF CONNECTICUT
Contractor Verification
(in accordance with Public Act 16-67)**

Directions to Contractor: Connecticut law requires that any contractor applying or bidding for a contract (including individuals who are independent contractors) with a local or regional board of education, a governing council of a state or local charter school, or inter-district magnet school operator require any employee with the contractor who would be in a position involving direct student contact to supply the contractor with the information provided in this form. Information may be collected either through a written communication or telephonically.

In addition, pursuant to Connecticut General Statutes (C.G.S.) § 10-222c, the contractor is required to contact – either telephonically or through written communication – any current or former employer of an employee if such employer was a local or regional board of education, a governing council of a state or local charter school, or inter-district magnet school operator or if the employment caused the employee to have contact with children, to request any information concerning whether there was a finding of abuse or neglect or sexual misconduct against the employee. If the contractor receives any information indicating such a finding, or otherwise has knowledge of such a condition, the contractor must immediately forward such information to any local or regional board of education with which the contractor is under contract.

Directions to Employee of Contractor: Pursuant to Connecticut state law, employees of a contractor who would be in a position involving direct student contact must supply all of the information provided in Section 2 of this form.

Section 1 – To be completed by Contractor

Name	
Street address	
City, State, Zip Code	
Contact person	
Telephone number/email address	

Section 2 – To be completed by Employee of Contractor

Part A. On a separate sheet of paper, please list the name, address and telephone number of each current or former employer, if such current or former employer was a local or regional board of education, a governing council of a state or local charter school, or inter-district magnet school operator, or if such employment otherwise caused you to have contact with children.

Part B. Please complete the questions below in their entirety.

Have you ever:

Y N

Been the subject of an abuse or neglect or sexual misconduct investigation by any employer, state agency or municipal police department (answer “no” if the investigation resulted in a finding that all allegations were unsubstantiated)?

Y N

Been disciplined or asked to resign from employment or resigned from or otherwise separated from any employment while an allegation of abuse or neglect was pending or

under investigation by the Department of Children and Families (the “department”), or an allegation of sexual misconduct was pending or under investigation or due to an allegation substantiated pursuant to section 17a-101g of abuse or neglect, or of sexual misconduct or a conviction for abuse or neglect or sexual misconduct?

Y N

Had a professional or occupational license or certificate suspended or revoked or ever surrendered such a license or certificate while an allegation of abuse or neglect was pending or under investigation by the department or an investigation of sexual misconduct was pending or under investigation, or due to an allegation substantiated by the department of abuse or neglect or of sexual misconduct or a conviction for abuse or neglect or sexual misconduct?

Part C – Written Consent and Disclosure Authorization. I hereby authorize the entities I have listed in Section 2 of this form to release to the entity listed in Section 1 of this form the information required to be released by my previous employer pursuant to (C.G.S.) § 10-222c along with any related records. I hereby consent to and authorize disclosure by the State Department of Education of the information requested pursuant to C.G.S. § 10-222c, as amended by Public Act 16-67, and I hereby authorize the release by the State Department of Education of any related records. I further hereby release the above-named employer(s) and the State Department of Education from any and all liability of any kind that may arise from the disclosure or release of records requested pursuant to C.G.S. § 10-222c, as amended by Public Act 16-67.

Signature of Applicant

Date

NOTES:

The terms provided below are currently defined in state law as follows. Please note that statutes may be amended from time to time.

Sexual Misconduct means – “any verbal, nonverbal, written or electronic communication, or any other act directed toward or with a student that is designed to establish a sexual relationship with the student, including a sexual invitation, dating or soliciting a date, engaging in sexual dialog, making sexually suggestive comments, self-disclosure or physical exposure of a sexual or erotic nature and any other sexual, indecent or erotic contact with a student.” Connecticut General Statutes § 10-222c(k).

Abuse or neglect means – “abuse or neglect as described in Section 46b-120, and includes any violation of Sections 53a-70, 53a-70a, 53a-71, 53a-72a, 53a-72b or 53a-73a.” Connecticut General Statutes § 10-222c(k).

The Connecticut State Department of Education is an affirmative action/equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, gender identity or expression, sexual orientation, marital status, national origin, ancestry, age, criminal record, political beliefs, genetic information, intellectual disability, past or present history of mental disability, learning disability, or physical disability, including, but not limited to, blindness or any other basis prohibited by Connecticut state and/or federal nondiscrimination laws.

Contractor's Statement

Pursuant to Section 103 .1 of the Stamford Code of Ordinances, I hereby provide the following:

If a joint venture, trustee, partnership, Limited Liability Company or partnership, the names and addresses of all joint venturers, beneficiaries, partners or members:

If a corporation, the names and addresses of all officers and the names and addresses of all parties owning over 10% of its common stock or over 10% of its preferred stock. If any of said stockholders is a holding corporation, the names and addresses of all persons owning a beneficial interest in over 10% of the common or preferred stock of said holding company.

The names and positions of all persons listed hereinabove who are elected or appointed officers or employees of the City of Stamford.

Name of

Bidder/Proposer: _____

Signature of Bidder/Proposer: _____

Title: _____

Company Name: _____

Address: _____

**SAMPLE
CORPORATE
RESOLUTION
ON BACK**

(COMPANY LETTERHEAD WITH LOGO HERE)

CORPORATE RESOLUTION

DATE:

We, the undersigned, being all the Directors of , organized and

(Name of company)

existing under the laws of , and having its principal place of business at

(State)

(Company's Address)

hereby certify that the following individuals are representatives of the company who can execute

documents.

Date

Date

Date

[CLEAR FORM](#)

[PRINT](#)

Hover over text boxes above to know what to input