

BOARD OF EDUCATION

MICHAEL J. TESTANI
Superintendent of Schools

City Hall - 45 Lyon Terrace
Bridgeport, Connecticut 06604

MEMBERS OF THE BOARD cont.

MEMBERS OF THE BOARD

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Revised 10/20/2020

Bridgeport, Connecticut

October 20, 2020

Board Members:

A meeting of the Contracts Committee of the Board of Education will be held on Thursday, October 22, 2020, at 6:00 PM via Teams Video Conference Call. A link to view the meeting will be made available to the public through <https://www.bridgeportedu.net/stream>.

Agenda

1. Approval of Minutes: August 12, 2020
2. Discussion and Possible Referral to the Board to Approve Memorandum of Understanding Between the Bridgeport Board of Education and Bridgeport Housing Authority for Usage of Trumbull Gardens Computer Room as a Satellite Adult Education Location
3. Discussion and Possible Referral to the Board to Approve Execution of Amendment 1 to Contract with We Transport, LLC
4. Discussion and Possible Referral to the Board to Approve Issuance of RFP for Specialized Substitute Staff Services for the Period of March 2021-2024
5. Discussion and Possible Referral to Approve Exercise of Option Year 1 of Legal Services Contract with Berchem Moses, P.C.

Bobbi Brown
Secretary
Board of Education

BBOE Contracts Committee Members:

John Weldon (Chair)
Joseph Lombard
Joseph Sokolovic
Tony Pires (Staff)

Wednesday, August 12, 2020

MINUTES OF THE MEETING OF THE CONTRACTS COMMITTEE OF THE BRIDGEPORT BOARD OF EDUCATION, held August 12, 2020, by video and audio conference, Bridgeport, Connecticut.

The meeting was called to order at 6:04 p.m. Present were members Chair John Weldon, Joseph Sokolovic, and Joseph Lombard. Board members Hernan Illingworth and Albert Benejan was present.

Mr. Sokolovic moved approval of the minutes of the July 21, 2020 meeting. The motion was seconded by Mr. Lombard and unanimously approved.

The next agenda item was on awarding purchase of commodity food items for the 2020-21 school year. John Garrity, director of food and nutrition, was present.

Mr. Weldon said various companies submitted various bid responses and in the absence of disqualification the low bidder is chosen.

In response to a question, Mr. Garrity said all the proposed awardees were the lowest bidders with the exception of beef meatballs because the competitors to Maid Rite were not providing the same quality as specified. Mr. Garrity said USDA provides Bridgeport a dollar amount each year based on meal counts from the previous year, which are used to purchase raw commodities such as beef, chicken, turkey, cheese, eggs, fruits, fish and vegetables, that are sent to a processor to be completed into a finished product. For a

finished product Maid Rite is the third lowest bidder but it was the brand specified in the bid. He said taste-testing surveys, which are documented, determined the two lower bidders' product to be inferior.

Mr. Sokolovic said when these awards were handled at the Students & Families Committee he was only asking for documentation of items that were proposed to be awarded that were not the lowest bids. He suggested in this be the case in the future. Mr. Weldon said he agreed.

Mr. Garrity said the bids were 10.4 cents per portion from Tyson, JTM at 14.5 cents, and Maid Rite at 17.4 cents. He said if not calculating the commodity value within each product, Maid Rite would be the lowest price at 49 cents per serving.

Mr. Sokolovic moved *"to refer to the full board a recommendation to award purchase of commodity food items for the 2020-2021 school year as recommended by the director of food and nutrition services."* The motion was seconded by Mr. Lombard and unanimously approved.

The next agenda item was on awarding purchase of non-commodity commercial food, paper goods, and cleaning supplies for the 2020-2021 school year.

Mr. Garrity said all the proposed awards are to the lowest bidders.

In response to a question, Mr. Garrity said butter was awarded to Guida Dairy, with the award going to Wade Dairy if Guida would not deliver the item. Guida bid \$2.54 per pound and Wade \$2.60.

In response to a question, Mr. Garrity said Cream-O-Land of New Jersey was the low bidder on milk and has a good record on deliveries. He said only three companies bid on dairy products.

Mr. Weldon suggested Mr. Garrity contact Guida to see if they wished to proceed with just the butter item.

In response to a question, Mr. Garrity said the commodity purchases of raw products exceeds a million dollars.

Mr. Lombard moved *“to refer to the Board of Education with a recommendation to award the purchase of non-commodity commercial food, paper goods, and cleaning supplies for the 2020-2021 school year.”* The motion was seconded by Mr. Sokolovic and unanimously approved.”

Mr. Sokolovic moved to adjourn the meeting. The motion was seconded by Mr. Lombard and unanimously approved.

The meeting was adjourned at 6:31 p.m.

Respectfully submitted,

John McLeod

MEMORANDUM OF UNDERSTANDING

By and Between

THE HOUSING AUTHORITY OF THE CITY OF BRIDGEPORT
D/B/A PARK CITY COMMUNITIES

and

THE BOARD OF EDUCATION, CITY OF BRIDGEPORT

This MEMORANDUM OF UNDERSTANDING (the "MOU") is made and entered into this _____ day of October, 2020, by and between Housing Authority of the City of Bridgeport, d/b/a Park City Communities, a public body corporate and politic organized and existing pursuant to Chapter 128 of the Connecticut General Statutes, with a chief executive office located at 150 Highland Avenue, Bridgeport, Connecticut 06604 ("PCC") and the Board of Education, City of Bridgeport, with a principal place of business located at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (BOE)

WHEREAS: PCC and BOE do each desire to establish an agreement whereby the parties will coordinate resources, to help support and improve the quality of life and education for the residents of the City of Bridgeport.

AGREEMENT

NOW, THEREFORE, PCC and BOE agree as follows:

1. PCC grants permission to BOE to use PCC's computer room located at its Trumbull Gardens site, 455 Trumbull Avenue, Bridgeport, Connecticut (Space), to conduct adult education classes for residents of the City of Bridgeport.
2. The space provided will be delivered by PCC and accepted by BOE in its "as is" condition. BOE has had an opportunity to inspect the provided space and has found it fit for its use.
3. BOE will not install any equipment or make any alterations to the space.
4. BOE will use and occupy the space for the sole purpose of providing adult education classes and for no other purpose whatsoever without prior written consent of PCC. The space shall be used by BOE in a careful, safe and proper manner.
5. PCC will be responsible for all maintenance and bi-weekly janitorial services to the space.
6. BOE will sanitize workstations, to include desks, computer screen, keyboards, mouse, and chairs after each use by participating students. BOE will dispose of trash created during space use at the close of each day.

7. BOE shall certify to PCC that its staff working at the space have been properly screened for any prior criminal convictions to ensure that they are able to work on PCC premises.
8. BOE shall promptly notify PCC of any emergency situations that arise at the space and shall take such actions as are reasonably prudent in handling such emergency situations.
9. BOE shall maintain insurance coverage in accordance with the following:

General Liability:

Limits of Liability:

\$1,000,000 each occurrence - Bodily Injury and Property Damage
Combined

PCC shall be added as an additional named insured as its interests may appear. This general liability coverage shall include coverage of any contractors of BOE who may provide services at the space. Prior to the execution of this Agreement, BOE will provide PCC with satisfactory certificates of insurance evidencing that such insurance is in effect.

10. Hold Harmless. BOE will defend, release, indemnify and hold harmless PCC its officers, agents, employees, and any and all persons under its direction and control from any and all liability, claims, demands, causes of actions, suits, losses or expenses sustained by any person, company, entity or property as a result of any and all actions or nonactions taken by BOE in connection with this MOA.
11. Term of MOU. This MOU is effective as of the date of the signing and shall continue until terminated by either party in accordance with Paragraph 11 below.
12. Termination. Either party may terminate this agreement at any time by giving thirty (30) days written notice to the other party. If this MOU is terminated, each party shall take appropriate steps to ensure that the termination does not affect any prior obligations, project or activity already in progress.
13. Modification. Either party may request modification of this MOU by giving the other party thirty (30) day notice of the proposed modification. Any agreed upon modification must be in writing and signed by each authorized agency representative.
14. Indemnification. The parties agree that they are separate and distinct entities and maintain their own separate missions, mandates and accountabilities. Neither party has the right to act, speak for, or bind the other party to any third-party contract or obligations.
15. Governing Law. This MOU shall be governed and construed in accordance with the laws of the State of Connecticut.
16. Counterpart Signatures. This MOU may be executed in any number of counterparts all of which, when assembled together, shall constitute one in the same instrument.

17. Notices. Notices under this MOU shall be sent to:

If for BOE:

If for PCC:

Jillian Baldwin
155 Highland Avenue
Bridgeport, CT 06604

The parties to this MOU through their duly authorized representatives have executed and certify that they have read, understood and agreed to the terms and conditions as set forth herein.

Board of Education, City of Bridgeport

Signature _____

Date

The Housing Authority of the City of Bridgeport dba Park City Communities

Signature _____
Jillian Baldwin, Executive Director

Date

**ADDENDUM TO CONTRACT WITH WE TRANSPORT FOR TRANSPORTATION SERVICES
ADDENDUM #1**

This Addendum #1 (“Addendum”) is between WE Transport and the Bridgeport Board of Education (BBOE or District).

RECITALS

- A. WE Transport and the BBOE have previously entered into a transportation services contract dated 7/1/19 and expiring after a three-year term on 6/30/22 (“Contract”).
- B. WE Transport and the BBOE desire to add this Addendum to the Contract to amend the Contract by adding management services, effective February 1, 2021 and routing services, effective July 1, 2021; both of which will continue through 6/30/22, as set forth below.

ADDITIONAL SERVICES

Capitalized terms not otherwise defined herein, shall have the definitions ascribed to them in the Contract.

In addition to the existing terms of the Contract, the parties understand and agree that WE Transport will provide routing services (“Routing Services”) and management services (“Management Services”), as set forth and described below:

1. Routing Services

- Assume responsibility for database management of the Transfinder System, by creating an efficient routing schematic for bus transportation for all eligible students, beginning for the 2021-22 school year and continuing for the duration of the Contract until 6/30/22.
- Take the existing utilization plan and, in Transfinder, apply the annual demographic changes of the population to create a new schematic, starting for the 2021-22 school year.
- Create bus routes for all eligible students in the BBOE public schools, nonpublic schools, charter schools, state vocational/technical schools, Trumbull Agriscience and CES Six to Six Magnet School.
- Subsequent to the official start of school, maintain the student database by applying “adds,” “moves,” and “deletes,” as appropriate, on a timely basis.
- Ensure that all Routes are completed in accordance with the BBOE transportation policy and on schedule, based on the BBOE timeline (“Transportation Timeline”).
- As new students eligible for transportation are identified, assign them to existing Routes, or when necessary, with prior authorization from the designated District official, create new Routes.
- On the date specified in the Transportation Timeline, prior to the opening of school in a new school year, present for review and approval the completed routing structure for the school year to the District Transportation Coordinator and CFO. Include a comparative year-to-year analysis, with an explanation of any increase or decrease in Routes for consideration.

2. Management Services

- Establish a dedicated transportation manager position (“Transportation Manager”) for the District, who will have the responsibility to manage calls from parents, schools and community members regarding eligibility of busing services.
- In the event of the absence of the Transportation Manager, assign the WE Transport Director of Operations and/or Yard Manager to assume the Transportation Manager’s responsibilities.
- Except as stipulated below, WE Transport will be the initial responder (“Step One”) for inquiries from parents and/or schools, by phone or email, and shall render decisions on those inquiries.
- **Pre-Opening and Start of School: For a period of one week before and two weeks after the first day of school, Step One for parent inquiries will be the District Transportation Office.** During this period, the District will operate a Transportation Command Center, which will receive the overflow calls bounced from the Transportation Office due to the volume of incoming calls. Designated Command Center assistants will document and transmit inquiries to the Transportation

**ADDENDUM TO CONTRACT WITH WE TRANSPORT FOR TRANSPORTATION SERVICES
ADDENDUM #1**

Office for resolution. WE Transport’s role is to ensure prompt responses to any parent inquiries referred by the Transportation Office.

- **Post-Opening of School:** Respond to all **Step One** inquiries from parents and/or schools, by phone or email and render timely decisions on those inquiries.
- If a proposed resolution to a Step One inquiry would entail an additional cost factor and/or be inconsistent with District policies, the request will be declined at Step One.

3. Rate Schedule

- The following fees will apply, in addition to the rate schedule for bus transportation services set forth in the Contract.

TABLE A: ANNUAL FEE	Year One	
Service Period	2020-21	Amount per Month
Routing Services	0	Not applicable
Management Services Effective 2/1/2021	\$35,000	\$7,000/month, February to June 2021
Grand Total	\$35,000	\$7,000/month, February to June 2021 [5 months]

TABLE B: ANNUAL FEE	Year Two	
Service Period	2021-22	Amount Per Month
Routing Services Effective 7/1/2021	\$30,420	\$3,042 per month
Management Services	\$70,980	\$7,098 per month
Grand Total	\$101,400	\$10,140 per month, September 2021 to June 2022 [10 months]

In year one, 2020-21, the fee for management services, February to June 2021, will be paid in five (5) equal monthly installments, as shown in Table A. In year two, 2021-22, the total annual fee, for routing and management services, will be paid in ten (10) equal monthly installments, September through June, as shown in Table B. In both years, WE Transport will invoice for the prior month’s services. Each monthly installment will be added to the monthly bill for transportation services as a separate line item.

It is further agreed that the BBOE will be responsible for the following:

1. Continue to pay directly to Transfinder the annual fee for maintenance of the Transfinder system.
2. Manage the interface between Transfinder and PowerSchool, in order to transfer bus route information into the Parent Portal and InfoFinder within PowerSchool.
3. Pre-Opening and Start of School: For a period of one week before and two weeks after the first day of school, Step One for parent inquiries will be the District Transportation Office. During this period, the District will operate a Transportation Command Center. Designated Command Center assistants will document and transmit inquiries to the Transportation Office for resolution and/or referral to the WE Transport Transportation Manager.

This Addendum will become effective and become part of the Contract when both parties have signed it and a fully-executed original is delivered to WE Transport. The date on which the last party has signed this Addendum (as indicated by the date associated with that party’s signature) will be deemed the date of this Addendum.

**ADDENDUM TO CONTRACT WITH WE TRANSPORT FOR TRANSPORTATION SERVICES
ADDENDUM #1**

Except as modified by this Addendum, the Contract shall otherwise remain unchanged with full legal force and effect.

WE TRANSPORT

BRIDGEPORT BOARD OF EDUCATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**DEPARTMENT OF PUBLIC PURCHASES
Margaret E. Morton Government Center
999 Broad Street
Bridgeport, CT 06604**

REQUEST FOR PROPOSALS

**# _____ – RFP – Specialized
Substitute Staff Services March 2021 - 2024**

Proposal Due Date: November 24, 2020

No later than 2:00 P.M.

**LOCATION: Department of Public Purchases
Margaret E. Morton Government Center
999 Broad Street
Bridgeport, CT 06604**

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SPECIALIZED SUBSTITUTE STAFF SERVICES Request for Proposals

**SPECIALIZED SUBSTITUTE STAFF SERVICES RFP
SUMMARY AND TIMELINE**

PROJECT: SPECIALIZED SUBSTITUTE STAFF SERVICES - Request for Proposals
for the Bridgeport Board of Education of Bridgeport, CT

DESCRIPTION: The Bridgeport Board of Education (BBOE) is seeking proposals from firms interested in serving as a provider of **temporary** specialized substitute staff services (special education paraprofessionals, special education teachers, therapeutic services, PK paraprofessionals and Bilingual Program paraprofessionals) to the Bridgeport School District, in cases of **extended or long-term absence**. **On an as-needed basis**, the Bridgeport School District may require temporary specialized substitute staff services to cover extended and long-term absences of special education and other employees in specialized positions in schools in the Bridgeport School District.

PROPOSAL DUE DATE: Proposals [one original and eight (8) copies] shall be submitted to the Department of Public Purchases, City of Bridgeport, Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, CT 06604 and must be received by **2:00pm, November 24, 2020** and then, at said office, to be publicly opened.

COST INFORMATION: Proposers are asked to submit a breakdown of costs by each service/deliverable identified in the RFP. The Department will negotiate with the successful proposer on the final contractual billing rates.

CONTRACT FOR PROFESSIONAL SERVICES: The selected proposer will be expected to enter into a Contract for Professional Services with the Bridgeport Board of Education.

PROJECT MANAGER:

Tony Pires
Manager, Business Operations
Bridgeport Public Schools
Business Office
3rd Floor - Room 320
45 Lyon Terrace
Bridgeport, CT 06604
203.275.1299 office
email address: tpires@bridgeportedu.net

THE FOLLOWING SCHEDULE MAY BE ALTERED AT ANY TIME WITHOUT PRIOR NOTIFICATION.

SPECIALIZED SUBSTITUTE STAFF SERVICES Request for Proposals

The RFP submission deadline is absolute. Proposals not received in the City of Bridgeport's Purchasing Department, 999 Broad Street, Bridgeport, CT by the date and time specified **WILL NOT BE ACCEPTED.**

<u>Activity</u>	<u>Date</u>	<u>Point of Contact Person/Phone</u>	<u>Location</u>
RFP Released	October 28, 2020	Laura DeMoura Buyer	
RFP Submission Deadline	November 24, 2020		
Evaluation of Proposals Completed	December 18, 2020		
Notice of Intent to Award and Mail Notification of Proposed Award and Denial(s)	February 1, 2021		
Anticipated Contract Start Date and Completion Date	March 18, 2021 Contingent upon fully signed contract between both parties in place	Tony Pires 203.275.1299	Board of Education of Bridgeport, CT Business Office 3 rd Floor – Room 320 45 Lyon Terrace Bridgeport, CT 06604

SPECIALIZED SUBSTITUTE STAFF SERVICES Request for Proposals

Section I: INTRODUCTION

A. Background

The Bridgeport School District employs the following staff:

- approximately 290 special education paraprofessionals
- 34 prekindergarten (PK) paraprofessionals in general education classrooms (staffed by a teacher and one PK paraprofessional).
- 16 paraprofessionals in bilingual education positions.
- approximately 230 teachers of special education. The Special Education subject area requires specialized certification and is a shortage area.
- Nine (9) occupational therapists (OT) and certificated occupational therapist assistants (COTA) combined,

In order to cover extended and long-term absences in the above-listed categories of personnel, **on an as needed basis**, the district seeks to enter into a contract with a staffing agency or agencies that can provide qualified substitute staff on a temporary basis, when requested. In addition, specialized nursing services, administered by a RN or LPN, may be required for an individual child in special education, when ordered by the child's medical doctor and specified in the child's IEP.

This contract shall **not** be utilized as a regular source of staff, but rather it is intended to offer temporary substitute staff coverage as needed.

District Description – Summary Data

The Bridgeport School District is the second largest school system in Connecticut, servicing approximately 21,000 students. It also ranks lowest among the Connecticut school districts on the economic scale.

There are 38 schools consisting of 29 elementary, 7 (seven) high schools, one Learning Center and the inter-district Vocational Aquaculture School.

B. Purpose

The Bridgeport School District is seeking a Special Education Substitute Staffing Service that will provide, when the need arises, temporary substitute staff to cover the extended and/or long-term absence of special education staff in the following categories:

- special education paraprofessional, in classes spanning grades PK-12.
- prekindergarten paraprofessionals in general education classes (staffed by one teacher and one paraprofessional)
- bilingual program paraprofessional

SPECIALIZED SUBSTITUTE STAFF SERVICES Request for Proposals

- teacher of special education [self-contained class, resource teacher]
- occupational therapist or certified occupational therapist assistant (COTA)
- nurse: RN or LPN [for specialized nursing services]

Upon receiving notification from the designated liaison at the District Office of a temporary coverage need, the substitute staffing service should have the capacity to fill the temporary coverage assignment. Generally, the district should be able to provide advance notification of the temporary coverage need at least one day in advance. Instances may occur where the district will not become aware of an absence until the morning of the absence. In such cases, on short notice, the substitute staffing service should have the capacity to make every effort to arrange for the temporary assignment of a substitute.

In order to fulfill the above-stated purposes, it is required that the substitute staffing service maintain a pool of properly screened, qualified, competent substitutes in the specified categories of personnel. Whenever the designated district liaison specifically requests a temporary assignment to provide absence coverage, the substitute staffing service will timely deploy a substitute as an employee of the staffing service.

The selected company shall be the exclusive contract provider of substitute staff in only one category --- special education paraprofessional for extended or long-term absence. With regard to providing substitute services in the categories of special education teacher, occupational therapist, certified occupational therapist assistant (COTA), nurse (RN or LPN), prekindergarten paraprofessional (in a general education classroom) and bilingual program paraprofessional, the district reserves the right to utilize other vendors to provide substitute personnel in these categories, as it deems appropriate, dependent upon the specialized services required for a particular assignment and the vendor's capacity to supply suitable personnel to perform the requisite services.

Section II: SCOPE OF SERVICES

A. Objectives

The proposer/contractor should include, in the proposal, comprehensive information to demonstrate a viable plan to achieve the following objectives:

- Temporary Substitute Personnel:** The contractor shall provide temporary specialized substitute staff, in the specified categories, on an as needed basis, in district schools, when requested by the district. The awarded proposer(s) shall not be utilized as a regular source of staff, but rather to offer temporary substitute staff services as needed by the district.
- Cost Structure:** The pricing submitted shall specify the PER HOURLY AND/OR PER DIEM BILLING RATE for extended and/or long-term

SPECIALIZED SUBSTITUTE STAFF SERVICES Request for Proposals

assignments.

1. **All Inclusive Billing Rates:** The PER HOURLY AND/OR DAILY BILLING RATE submitted in the RFP proposal MUST BE **ALL INCLUSIVE** of all charges. There will be NO payment for travel time, mileage to and from any job site and/or miscellaneous expenses.
2. **Daily Time Schedule:** The daily time schedule for paraprofessionals, teachers, and OT/COTA in a school assignment is 6.5 hours/day.
3. **District Fiscal Parameters:** In the table below, the district has indicated the desired upper fiscal limits for the billing hourly rates (based on 6.5 hours/day), as guidelines to prospective proposers.
4. **Fixed Rate Period:** The district is seeking a structure for billing rates that will remain fixed over the course of the three-year contract term.

5. **Billing Rates: Billing rates, Hourly and Daily, are requested for the following categories of personnel:**

Staff Category	Billing Rate	
	Hourly Rate
Paraprofessional - Substitute		
Special Education Teacher - Substitute		
Occupational Therapist - Substitute		
Certified Occupational Therapist Assistant (COTA) - Substitute		
Nurse: RN [specialized 1:1 services, as required by IEP]		
Nurse: LPN [specialized 1:1 services, as required by IEP]		

- c. **Historical Substitute Staffing Trends:** Over the last two (2) school years, on average, the district required the following substitute days for extended and/or long-term absence.

Staff Category	Average # Substitute Days/School Year
Paraprofessional - Substitute	Approximately 2,000 substitute days per year occurred requiring paraprofessional coverage for the absence of regular employees.

SPECIALIZED SUBSTITUTE STAFF SERVICES Request for Proposals

Special Education Teacher - Substitute	The number of special education teachers for whom the district may require absence coverage at any one time is projected in the range of 1-5 teachers, and the total number of substitute days in the range of 130-150 in total per school year.
Occupational Therapist or Certified Occupational Therapist (COTA) - Substitute	On average, one OT or COTA may be absent for an extended period per school year, ranging from 10 to 60 days.
Nursing - Specialized 1:1 Services	Generally, in one school year, there may be 1-4 cases of students who require specialized 1:1 nursing services, as per the IEP.

- d. **Cost-Effectiveness and Operational/Fiscal Efficiencies:** The pricing structure, consisting of the billing rates to the district, should demonstrate cost savings and/or operational/fiscal efficiencies for the district. A cost analysis of the billing rates, illustrating projected expenses under the substitute staffing service, inclusive of benefits (e.g., Medicare) and unemployment insurance, should be presented.
- e. **Structured Employment Process:** The contractor shall demonstrate an organizational framework that provides for a systematic, organized process for hiring, credentialing and training substitute personnel.

B. Services/Deliverables

- 1. **Substitute Personnel:** The contractor must provide qualified, competent, reliable, properly licensed and certified personnel to provide adequate, satisfactory services under the contract, to cover the temporary, extended or long-term absences of staff in the specified categories.
- 2. **Pre-Assignment Requirements:**
 - a. **Screening Protocols:** Prior to assigning a substitute, the staffing service is required to ensure that the individual to be assigned meets the following requirements for pre-employment screening:
 - i. **Residency in USA.** The prospective substitute must document residency in the USA of at least one (1) year.
 - ii. **Federal/State fingerprint clearance.** State clearance applies to Connecticut and any other state in which the individual has resided.
 - iii. **Criminal Background Check.** The individual must pass the criminal background check in Connecticut and any other state in which the individual has resided.
 - iv. **Judicial Court Search.** The search does not reveal any findings that would preclude employment in a school district.

SPECIALIZED SUBSTITUTE STAFF SERVICES Request for Proposals

- v. **DCF Child Background Search.** The search does not reveal any adverse DCF reports on file.
 - vi. **National Sex Offender Registry Search.** The staffing service must verify that the substitute does not appear on any Sex Offender Registry.
 - vii. **TB Testing and Physical** – Verification should be on file.
 - viii. **Highest Level of Education:** Verification is completed by reference to the National Student Clearinghouse.
 - ix. **COVID-19 Testing** – verification of negative results at time of starting services.
- b. **Qualifications/Credentials:** Prior to assigning a substitute, the staffing service is required to ensure that the individual to be assigned meets the following requirements for qualifications/credentials:

Staff Category	Requirements: Qualifications/Credentials
Paraprofessional	<ul style="list-style-type: none"> • Associates degree, the equivalent of 60 college credits, or successful passing of the ParaPro Assessment Exam • Bilingual/Bicultural (as appropriate) • Demonstrates aptitude for work to be performed • Demonstrates ability to work well with children, staff and parents(s)/public. • Excellent oral and written communication skills • Computer proficient
Special Education Teacher	<ul style="list-style-type: none"> • Connecticut special education teaching certification (065, 165, or 265) Comprehensive Special Education K-12 or PK-12 • Master's degree preferred • At least one year successful teaching experience in an urban setting preferred • Experience in the use of educational technology • Excellent oral and written communication • Excellent human relation skills
Occupational Therapist	<ul style="list-style-type: none"> • Bachelor's degree in occupational therapy • Master's degree in occupational therapy preferred • Certification as Occupational Therapist
Certified Occupational Therapist Assistant (COTA)	<ul style="list-style-type: none"> • Associates degree in occupational therapy • Certification as a COTA
Nurse: RN or LPN	<ul style="list-style-type: none"> • RN: Registered Nurse License • LPN: Minimum of LPN license

- c. **Special Education Assignments:** Per the District's requirement, prior to rendering services, the contractor will verify that the special education

SPECIALIZED SUBSTITUTE STAFF SERVICES Request for Proposals

personnel have CPI or PMT training and/or CPI or PMT refresher training.

- i. Training costs are **not** the responsibility of the District.
- ii. With District approval, special education personnel may render services pending completion of required training.
- iii. With the permission of the district, the contractor may enroll special educational personnel of the contractor in the District's CPI training program (two days for full CPI training or one day for CPI refresher training) at the District's training center, subject to availability of seats and advance payment of fees designated by the district.

3. **Substitute Responsibilities:** The substitute staff assigned by the staffing service should be qualified and trained to competently perform the following typical responsibilities:

Staff Category	Responsibilities
Special Education Paraprofessional	<ul style="list-style-type: none"> • Assists Special Education Teacher with instructional and non-instructional duties (i.e., instruction, student discipline, implementation of school philosophy, etc.) • Assists Regular Education Teacher, when assigned, at the time special education students are mainstreamed into regular education classes. • Assists with the arrival and dismissal of students; and on and off school buses • Assists children who are confined to wheelchairs, as required. • Assists in toileting, pampers changing and hygiene training, including those confined to wheelchairs when necessary pursuant to universal precautions. Assists in feeding children, including spoon-feeding as required. • Assists adolescent girls in attending to personal needs. • Assists in special areas (i.e., gym, art, music, library) as required. • Provides tutoring to individual or small groups of students, consistent with teacher instruction. • Provides students with positive reinforcement for appropriate work and behavior. • Provides teachers with feedback on children's performance and behavior in all areas of the school. • Conducts data collection as directed by the classroom teacher and/or related provider staff.
General Education Paraprofessional (including bilingual programs)	<ul style="list-style-type: none"> • Serves under the direct supervision of the teacher in supplementing instruction, to support and reinforce classroom objectives. • Provides support to the instructional program by working with individual and/or small groups of students; reinforces and reteaches skills identified by the classroom teacher, in order to help students reach academic goals.

SPECIALIZED SUBSTITUTE STAFF SERVICES Request for Proposals

	<ul style="list-style-type: none"> • Assists in the assessment of student achievement; assists in the administration of classroom assignments, tests and related activities assigned by the teacher to assess student progress. • Assists the classroom teacher with maintaining classroom order and a positive classroom climate. • Assists students in using education technology, as part of the instructional process. • Assists in monitoring students during assigned periods within a variety of school environments (e.g. classroom, playground, field trips, library, lunchroom) for the purpose of ensuring the safety and welfare of students. • Assists in clerical and other routine duties that improve the classroom/school organization, and atmosphere.
<p>Special Education Teacher</p>	<ul style="list-style-type: none"> • Implements the student's Individual Education Plan (IEP), either in a self-contained classroom or as a resource teacher providing instruction to small groups of students. • Manages the classroom environment and provides instruction to students. • Demonstrates comprehensive and current knowledge of subjects taught; and knowledge of human growth and development as it relates to the learning/teaching process • Demonstrates an awareness and respect for diversity of cultural backgrounds and lifestyles • Identifies and sequences goals, objectives, strategies, and assessments, which provide for individual differences • Plans and implements the elements of an effective lesson design and develops lesson plans, which incorporate technology and instructional aids appropriate for instruction • Aligns assessment with instructional objectives on the basis of the formative assessment • Monitors student progress and adjusts instruction on the basis of student questions and performance • Communicates with students both individually and collectively about their needs and progress • Maintains high expectations for student learning and behavior • Maintains a safe and orderly classroom environment by consistently implementing routines, transitions, and procedures • Maintains group and individual records • Implements the Behavior Intervention Plan • Participates in PPT meetings • Prepares the Student IEP • Consults with General Education Teachers/Support Staff who service the student • Conducts data collection, academic and behavioral, on students when required. • Uses IEP Direct, as appropriate

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<p>Occupational Therapist or Certified Occupational Therapist Assistant (COTA)</p>	<ul style="list-style-type: none"> • Help children who may have a motor skills problem, which is making some daily activities a challenge to master. • Provide education and resources to teachers and parents about how children typically develop motor skills and how to promote this development in the classroom and at home. • Must complete all Medicaid billing forms as required by the SBCH Program.
<p>Nurse: RN or LPN</p>	<ul style="list-style-type: none"> • Based on the child’s medical diagnosis, provide assessment, administer medication, suction and tube feeding, on a continuous basis, as ordered by the child’s medical doctor.

4. **Substitute Conduct:** The contractor and the substitutes provided by the contractor shall adhere to proper conduct at all times. Proper conduct is meant to include, but not limited to the following:
 - a. There shall be no weapons, drugs or alcohol on the premises.
 - b. No smoking on the premises.
 - c. No exterior doors are left opened or unlocked.
 - d. Professional attire
 - e. The contractor and substitute personnel provided by the contractor shall be polite and courteous at all times.
 - f. The contractor and substitute personnel provided by the contractor must adhere to all security standards, requirements and/or regulations of each school and the school district.
5. **Recruitment and Training Program:** The contractor shall demonstrate the capabilities to enable the ongoing, active recruitment and effective training of an adequate number of qualified substitute personnel.
6. **Billing:** The contractor must utilize an automated invoice system, generate weekly invoices and transmit the invoices to the District Business Office in a timely manner.
7. **Oversight:** The contractor must designate key contact persons and back-up contact persons who will provide oversight of the services provided to the Bridgeport School District.

C. The proposer will be responsible for providing the following products:

1. **Timeline:** A timeline of planning and implementation activities is to be provided.
2. **Substitute Personnel Screening Verification:** Upon receipt of a request from the school district, in reference to a particular assigned substitute or prospective substitute, the staffing service is required to provide valid evidence of satisfactory completion of all background and screening protocols (up to and including fingerprint clearances, DCF clearances, references etc) for that individual.
3. **Substitute Personnel Certifications:** In cases where special licenses or

SPECIALIZED SUBSTITUTE STAFF SERVICES Request for Proposals

accreditations or certifications are required by State, Federal and/or local law, statute, regulation, or District Policy, contractors are required to provide a copy upon request to the District.

4. **Substitute Personnel References:** If requested, provide references, resumes, and/or test scores on individual substitutes.
5. **Contractor's Payroll for Substitute Personnel:** The contractor is solely responsible for payment of all salaries, wages, bonuses, Social Security, Workers' Compensation, taxes, Federal and State Unemployment Insurance, Liability and Workers' Compensation Insurance, employee benefits, and any and all taxes related to personnel furnished under FICA law and shall provide Workers' Compensation for its personnel.
6. **Special Education Assignments:** The contractor is responsible for complying with the district's requirement that personnel assigned to fill special education assignments possess a valid CPI or PMT certificate, prior to rendering services. Costs for CPI or PMT training are **not** the responsibility of the District. With district approval, special education personnel of the contractor may render services pending completion of required training. With the permission of the district, the contractor may enroll special education personnel of the contractor in the District's CPI training program (two days for full CPI training or one day for CPI refresher training) at the District's training center, subject to availability of seats and advance payment of fees designated by the district.
7. **Contractor's Insurance:**
 - a. **Insurance requirements:** The following insurance coverage is required to be produced to the BOE and shall be maintained and kept in force by the contracting party at its sole cost and expense. It is further understood that the contracting party shall require similar coverage, as appropriate, from every contractor and subcontractor in any tier, as the case may be, or any other person by reason of the license conferred by this agreement that may enter onto the Premises on behalf of the Contracting party. All non-standard endorsements and provisions shall be disclosed in advance in writing to the City. The Contracting party shall provide evidence to the BOE, and maintain in effect for the duration of this agreement without interruption and for one year after the Contracting party's last activity at the Premises, the insurance coverages identified below, from insurers licensed to conduct business in the State of Connecticut and having a Moody's or Best's financial rating of A - 10, or coverage otherwise acceptable to the BOE. The Contracting party will not enter upon the Premises or commence any work or other activity until the required insurance is purchased, and evidenced to the BOE. The BOE may terminate this agreement if any of the insurance coverages provided hereunder lapses or is cancelled without a reasonable substitution by Contracting party of coverage of similar liability and quality.
 - b. **Comprehensive General Liability** (occurrence form) naming the BOE as an additional insured party by policy endorsement and insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or

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property damage and claimed to have arisen out of operations conducted under this agreement. Coverage shall be broad enough to include contractual liability, premises and operations, and personal injury, **with limitations of \$1,000,000** for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage. Exclusions for employees will be removed. The Contracting party or its agent shall inform the BOE in advance of any non-standard endorsements or policy provisions that may be part of the insurance contract(s). Limits may be made up of primary and umbrella or excess coverage.

Commented [SM1]: Should correspond to the updated insurance liability for Source4Teachers, as stipulated in the amendment to the Source4Teachers contract, when finalized.

- c. **Comprehensive Automobile Liability** insuring against claims or suits brought by members of the public alleging bodily injury, personal injury or property damage, and uninsured motorist and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business naming the City as an additional insured party by policy endorsement. Coverage will include limitations of \$1,000,000 for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage. Limits may be made up of primary and umbrella or excess coverage.
- d. **Workers' Compensation** insuring in accordance with statutory requirements including voluntary compensation, employer's liability insurance and occupational disease insurance in order to meet obligations towards employees in the event of injury or death sustained directly or indirectly in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.
- e. **Sexual Misconduct and Molestation Insurance:** insuring against claims or suits brought by members of the public alleging sexual misconduct or molestation by the Provider, its employees, agents, and invitees in an amount limitations of a minimum of \$1,000,000 per occurrence and \$3,000,000 combined primary and excess coverage for each occurrence/aggregate.
- f. **Errors and Omissions** covering professional liability in an amount of at least \$1,000,000
- g. **General requirements:** All policies shall include the following provisions:
 - Cancellation notice—The BOE shall be entitled to receive from the insurance carriers not less than 30 days' written notice of cancellation or non-renewal **by policy endorsement**. All notices are to be given to the respective parties at the following addresses:

If to the BOE:
Tony Pires
Business Manager
Bridgeport Board of Education
45 Lyon Terrace
Bridgeport, Connecticut 06604

SPECIALIZED SUBSTITUTE STAFF SERVICES Request for Proposals

- Certificates of Insurance—All policies will be evidenced by an original certificate of insurance on an ACORD-25 form reflecting all coverage required and delivered to the City prior to any work or other activity commencing under this agreement.
- Additional insured—The Contracting party shall ensure that the Contracting party and its contractors and subcontractors will arrange with their respective insurance agents or brokers to name the BOE, on all policies of primary and excess insurance coverages **as additional insured part by policy endorsement** except for any errors and omissions insurance coverage or workers' compensation coverage. The undersigned shall submit to the BOE upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverages in the form of Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut and having Best's or Moody's A - 10 financial ratings. Such certificates shall designate the BOE in the following form and manner:

The Bridgeport Board of Education, its elected officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA
Attention: Business Manager
45 Lyon Terrace
Bridgeport, Connecticut 06604

- The coverage afforded to the BOE shall be primary insurance with respect to work performed under this agreement. If the has other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the contractor's liability under any insurance shall not be reduced by the existence of such other insurance. The coverage afforded to the additional insured shall not apply to the sole negligence of the additional insured.
 - The cost of all deductibles on any policy of insurance to be purchased by the Contracting party will be borne by the Contracting party.
8. **Compliance with Law:** The contractor is solely responsible for compliance to all applicable laws relating to its employees, such as wage and hour laws, safety and health requirements, and the contractor shall not interfere with the Board of Education's collective bargaining obligations.
 9. **Confidentiality:** In accordance with all applicable laws, regulations, and procedures, the contractor and substitute personnel provided by the contractor shall maintain strict confidentiality of all information and records which the contractor or substitute personnel provided by the contractor may come in contact with or be privy to in the course of providing services.
 10. **Pricing Structure:** The PER HOURLY AND/OR DAILY RATE submitted in

SPECIALIZED SUBSTITUTE STAFF SERVICES Request for Proposals

the RFP proposal MUST BE ALL INCLUSIVE of all charges. NO additional fees may be charged. There will be NO payment for travel time, mileage to and from any job site and/or miscellaneous expenses.

11. **Invoicing:** Invoices shall be payable within forty-five (45) days of the date of receipt of the invoice by the District Business Office.

D. The proposer will also be responsible for documenting adequate resources to achieve the specifications contained herein; specifically:

- Identification of the persons who will take primary responsibility for oversight of the provision of staffing services to the district. Provide a resume for each person.
- Description of staffing services provided for other school districts during the past five years, regarded as being successful.
- Certification that the proposer and its staff are not barred from bidding for or entering into a contract in Connecticut.

E. Implementation Timelines

The proposer shall provide sufficient staffing to accomplish the work described in this RFP within the mandated timeframe.

THE FOLLOWING SCHEDULE IS SUBJECT TO CHANGE, BASED ON AGREEMENT BETWEEN THE DISTRICT AND THE SELECTED FIRM.

- Contract Start Date - Projected
- March 18, 2021

F. Department Responsibilities

The Department Point of Contact (POC) person will coordinate the administrative process for this RFP, in consultation with the Chief Financial Officer. The Chief Financial Officer and Executive Director, Specialized Instruction will be available to confer with the selected firm to review progress, discuss questions, coordinate meetings and activities with appropriate district officials, and respond to requests for data and informational resources. The proposal (see Section IV below) should specifically describe any assumptions with regard to the Department's role.

SPECIALIZED SUBSTITUTE STAFF SERVICES Request for Proposals

Section III. RULES AND CONDITIONS

A. General Information

1. **Whom to Contact for Information** – Please direct all inquiries concerning this RFP to:

Tony Pires
Manager, Business Operations
Bridgeport Board of Education
45 Lyon Terrace – Room 320
Bridgeport, CT 06604
203.275-1299
Email address: tpires@bridgeportedu.net

There will not be a pre-proposal conference. Proposers should contact only the individual identified above for technical inquiries related to the RFP.

2. **Who May Submit Proposals** – Proposals are invited from all parties with demonstrated experience in providing Substitute Staffing Services to school districts.

Note: Please refer to 24 CFR 85.36 for conflict of interest provisions. Essentially, this provision prohibits employees of the City of Bridgeport or agents of the Department from participating in the selection, award or administration of a contract that might go to their direct relatives or anyone in business with them or their direct relatives.

3. **Term of Contract** – The anticipated initial term of any resultant contract is estimated to be March 18, 2021 – March 17, 2024.
4. **Budgeted Funding and Contract Award:** Proposers are asked to submit a breakdown of costs by each service/deliverable identified in the RFP. The Department will negotiate with the successful proposer to arrive at the final contractual rates.
5. **Interpretations and Addenda** – The Board of Education reserves the right to amend, alter, or change the rules and conditions contained in this RFP prior to the deadline for submission of proposals. Any revisions to the RFP will be accomplished through addenda or supplements to the RFP and shall become part of the RFP. All addenda will be sent to all persons and entities to which the Department sent copies of this RFP.

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6. **Proposer's Cost of Developing Proposal** – Costs of developing and submitting proposals are entirely the responsibility of the proposer and shall not be chargeable in any way to the Department.
7. **Confidentiality of Proposals**-The Board of Education shall keep all proposals confidential until the evaluation process is completed and a contract has been awarded. Submission of a proposal shall constitute an agreement to public disclosure of the proposal after the award of the contract.
8. **Disposition of Proposals** – All proposals submitted become the property of the Board of Education and may be returned upon request, only at the option of the Board of Education and at the proposer's expense.

B. Submission of Proposals

1. The **original and eight (8) copies** of the proposal must be enclosed in a sealed envelope with the name and address of the proposer. The lower left corner of the envelope should be plainly marked "**SPECIAL EDUCATION SUBSTITUTE STAFF SERVICES**".
2. Proposals **MUST** be submitted either by certified mail or personal delivery to:

Department of Public Purchases
Margaret E. Morton Government Center
999 Broad Street
Bridgeport, CT 06604

Proposals sent to any other office will not be accepted.

3. All proposals must be received by 2:00 p.m. on November 24, 2020 at the address above. Postmarks or facsimiles (FAX) transmission will not be accepted in lieu of this requirement. It is the responsibility of the proposer to ensure the proposal is submitted by the time and date and to the address specified above. The Department will reject any proposal not meeting this RFP requirement timeline.

C. Contract Provisions

1. The successful proposer must agree to all terms and conditions of any consultant

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contract with the Board of Education as a condition of executing the contract.

2. Sample contract documents containing typical provisions are shown in **Attachment 1**, and are included for reference but are subject to modification by the Board of Education prior to contract execution. Please read the sample contract carefully and take special note of the provisions related to required insurance coverage and disclosure. The selected firm must have and continuously maintain insurance as required by the City of Bridgeport.

Section IV. PROPOSAL FORMAT AND CONTENT

In order to be considered for an award, the proposer **must** supply all of the information requested in this section of the RFP. A proposal that fails to comply completely with these requirements will be deemed nonresponsive by the Board of Education. The Board of Education, however, reserves the right to waive any immaterial noncompliance which in the Board's judgment does not compromise the overall purpose and intent of the RFP. The proposal **must** include the sections listed below and **must** be submitted in the following format and order.

A. Proposal Format

1. The proposal should be prepared simply and economically providing straightforward and concise delineation of the proposer's capabilities to satisfy the requirements of this RFP. Fancy bindings, colored displays, and promotional materials are neither necessary nor desired. Emphasis in the proposal should be on completeness and clarity of content. The evaluation process will not provide credit for capabilities or advantages that are not clearly shown in the written proposal.
2. All proposals **must** include **one (1) original and eight (8) copies** on standard white paper, 8 ½ by 11 inches in size, typed in number 12 Arial font, double-spaced with each page clearly and consecutively numbered. The RFP number is to appear on the first page of the original and first page of each copy. In addition, all proposals must include one (1) electronic version (PDF file) on a thumb drive or other digital, transportable format.
3. The proposal must be submitted in the legal entity name of the proposer. The proposal must be signed by the proposer, a corporate officer, or authorized agent of the proposer.

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B. Proposal Cover Letter and Statement of Intent to Meet RFP Requirements

A proposal cover letter and Statement of Intent to Meet RFP requirements must be submitted to the Bridgeport Board of Education with the proposal.

C. Table of Contents

A table of contents **must** be provided which identifies all major sections of the proposal by page number. All exhibits and attachments must also be identified and referenced by page number.

D. Body of Proposal

1. Qualifications and Experience

- (a) Statements describing background, including date established, type of ownership, location of headquarters and offices, and number of employees engaged in planning activities.
- (b) Statements describing work history and successful experience on similar projects, within the last five (5) years.
- (c) Description of services that distinguish the company from the competition.

2. Organizational Structure

The content of this section should describe how the Proposer intends to organize resources, as necessary to complete the project required by this RFP.

For staff assigned to oversee and/or work on this project, the Proposer **MUST** provide the following:

- (a) Titles;
- (b) Resume describing their educational background and relevant experience;
- (c) Percentage of time to be devoted to this project; and
- (d) Indicate if the staff is an employee of the Proposer, or if she/he is a subcontractor.

3. Workplan

The workplan portion of your proposal should:

- (a) Describe the major activities and processes with timelines (consistent with the

SPECIALIZED SUBSTITUTE STAFF SERVICES Request for Proposals

objectives delineated in Section II A) necessary to provide the services and products outlined in Section II B and II C.

(b) Be organized by the services outlined in Section II B.

The work plan should detail any data and other information expected to be obtained through the Department, as well as specific tasks or activities expected to be completed by the Department.

4. Costs/Bid Sheet

Provide a breakdown of all costs associated with the performance of the Scope of Work as required in this RFP as follows.

(a) Billing Rates for each category of personnel, based on the district's guidelines.

5. References

(a) Proposer must provide three letters of reference from current and/or former clients for whom the proposer has provided services similar to those required herein.

(b) Letters of reference must include the name, address and telephone number of the individuals who provide the references.

(c) The Department will contact references. If references cannot be reached, the proposal shall be deemed non-responsive and rejected. If references obtained by the Department are not favorable, the Department may reject the proposal.

(d) References will not be used as an evaluation criterion for scoring purposes.

Section V. SELECTION PROCESS

A. Evaluation Criteria

For detail on the body of proposal requirements, see Section IV (D).

Criteria	Maximum Points
Qualifications	20

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Quality of Past Success/ Experience	20
Organizational Structure	25
Work Plan	15
Costs	20
Total Possible Points	100
Total Possible MBE Points	5 - 10

The allocation formula for points for **costs** is as follows:

$$\frac{\text{Lowest Bid amount}}{\text{current bid amount}} \times \text{maximum "Costs" points} = \text{points}$$

Percentages will be rounded to the nearest whole number. See below for example:

<u>Bids</u>	<u>Allocation Formula</u>	<u>Points</u>
\$100 (lowest bid)	$\$100/100 \times 20$	20
\$150	$\$100/150 \times 20$	13

B. Evaluation Process

Proposals shall be evaluated and contracts awarded in the following manner:

- All proposals shall be submitted to an Evaluation Committee, which shall evaluate and score the proposals. The Evaluation Committee may be comprised of, but is not limited to, the following members:
 - Chief Financial Officer
 - Executive Director, Specialized Instruction
 - Director, Speech and Language Services
 - Assistant Director, Human Resources
 - Manager, Budget and Financial Reporting

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2. All proposals meeting the requirements of the RFP will be rated using the evaluation criteria identified above. The Evaluation Committee **may** schedule interviews with the top candidates. Proposers will be notified of any additional required information or interviews after written proposals have been evaluated. The Evaluation Committee will make a recommendation based on the highest score to the Board of Public Purchases of the City of Bridgeport and City Council for approval.
3. In the event that an agreement cannot be reached with the selected proposer, the Board of Education, at its sole discretion, shall have the right to negotiate with the next ranking proposer until an agreement can be reached.
4. The Board of Education reserves the right to reject any or all submittals; request clarification of any submitted information; waive any informalities or irregularities in any submittals or cancel all or any portion of the selection proceedings at any time.
5. Proposals that contain false or misleading statements or which provide a reference that do not support an attribute claimed by the proposer may be rejected. If, in the opinion of the Board of Education, such information was intended to mislead the Department in its evaluation, it will be the basis for the rejection of the proposal.

VI. MBE (Minority Business Enterprises) in order to receive any award favorable to Minority Business Enterprises (See Ch.3.12.130, City Ordinances) for goods, materials and general services, all MBE firms, for themselves and their sub-contractors, must submit a true copy of their current (no older than 2 years) State of Connecticut certification, other government certification in another City or State, or certification from one of the recognized independent organizations listed on the City's website under "Purchasing" as a minority-owned, or disadvantaged-owned business. The City reserves the right to authenticate such certification."

Minority Business Enterprises Are Encouraged to Respond. The BOE encourages Minority Business Enterprises ("MBEs") to submit their qualifications and fee proposal. An MBE firm or a joint venture of which it is a part is entitled to Evaluation Credits if it is a Target Group for these services under the provisions of the Minority Business Enterprise Ordinance, Section 3.12.130 of the City Ordinances ("MBE Ordinance"). Target Groups ("Target Groups") for this procurement are:

Asian Americans
Hispanic Americans

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Caucasian Females
Minority Business Enterprises
Minority Female Business Enterprises
Caucasian Female Business Enterprises

Non-Minority Proposers Are Encouraged to Joint Venture with Target Group Proposers. Non-minority proposers are encouraged to form joint venture arrangements (described below) with a Target Group and the resulting joint venture will be entitled to additional points based on the extent of the Target Group's ownership interest in the joint venture as further described below.

Additional Evaluation Credits For Prime Contractors That Are Target Group Members (10 points); Non-MBE Proposers Forming Joint Ventures with Target Groups (maximum 5 points): Proposers that demonstrate that they are Minority Business Enterprises that constitute Target Groups, as defined in the City's Minority Business Enterprise Ordinance, Chapter 3.12.130, shall be granted an additional ten points (10) as Evaluation Credits. The Target Groups for **SUBSTITUTE SPED STAFF SERVICES** include:

Asian Americans
Hispanic Americans
Caucasian Females
Minority Business Enterprises
Minority Female Business Enterprises
Caucasian Female Business Enterprises

For further information about the MBE Ordinance, Target Groups or the assignment of Evaluation Credits, please call Fred Gee at 203-576-8473.

Evaluation Credits will be assigned to (a) proposers who are Target Group proposers defined in the MBE Ordinance or to (b) non-MBE proposers who have entered into a joint venture arrangement with a Target Group for this RFQ/RFP. The Target Groups for this solicitation are Asian Americans, Hispanic Americans, and Caucasian Females. A "joint venture" is a written contractual business undertaking by two or more parties who agree to contribute equity and to share risk, expertise, experience, and profits in the undertaking. The term "joint venture" refers to the purpose of the entity but not its type. A joint venture can be a corporation, a limited liability company, a partnership, individuals or groups of individuals, or another legal structure. It is typically established for a single business transaction. The joint venture agreement includes an agreement to form a new entity, an agreement to contribute equity, an agreement to share revenues, expenses and profits, and an agreement concerning control of the enterprise. Evidence of the written existence and attributes of a joint venture must

SPECIALIZED SUBSTITUTE STAFF SERVICES Request for Proposals

be submitted at the time of bid submission. The BOE, with the advice of the Office of the City Attorney, will determine the qualifications and entitlement to joint venture status of any such entity in the exercise of its prudent business judgment, reasonably exercised.

The points for Evaluation Credits that will be assigned shall be (a) ten (10) points to prime contractors that are Target Group proposers or (b) up to five (5) points to non-MBE proposers that have formed joint venture arrangements with Target Group proposers determined by a formula that takes the percentage of the Target Group firm's ownership interest in such joint venture converted to a percentage (e.g., .25 or 25% ownership interest x 10 = 2.5 points) to arrive at the number of points not to exceed 5.

A Target Group firm seeking Evaluation Credits must provide a certification of its minority business status and state in its qualifications statement its desire to be recognized as a minority business enterprise and to receive Evaluation Credits. A non-MBE firm seeking Evaluation Credits must (A) state the basis for seeking Evaluation Credits, (B) identify the joint venture created with a Target Group firm, (C) identify the minority firm as one of the Target Groups for the type of services or work sought by the bid, (D) identify the Target Group's percentage ownership interest in the joint venture, (E) state whether such joint venture (i) was created only for this particular bid, (ii) is now and/or will in the future be utilized for bidding, (iii) is currently utilized for bidding on both public and private work, (iv) has bid on, undertaken or completed work in the past, together with a description of such work and customer contact information, and (F) describe the Target Group's active involvement in and dollar volume of the work that the Target Group will perform as part of the services that are the subject of the bid to ensure that its participation is reasonably similar to its percentage ownership interest in such entity. Items (A) through (F) must be supported by documentation satisfactory to the City so that the City can independently verify the basis for the claim to Evaluation Credits, determine any entitlement to the award of Evaluation Credits, and determine the amount of Evaluation Credits to be awarded.



RICHARD J. BUTURLA
rbuturla@berchemmoses.com

PLEASE REPLY TO
MILFORD OFFICE
WWW.BERCHEMMOSES.COM

June 25, 2018

Bridgeport Board of Education
c/o John R. Weldon, President
45 Lyon Terrace
Bridgeport, CT 06604

R. Christopher Meyer, Esq.
Office of the City Attorney
999 Broad Street
Bridgeport, CT 06604

Re: Retainer Agreement For BBOE Legal Services

Honorable Board Members and City Attorney Meyer:

This retention letter will confirm the terms and conditions of the appointment of Berchem Moses, PC ("Berchem Moses") to serve as legal counsel to the Bridgeport Board of Education

1. Scope of Engagement. Berchem Moses will serve as legal counsel to the Board in matters described in the Scope of Services Section of the RFQ for Legal Services, Bid #BER060185. Such legal services include General Counsel Services, Special Education Counsel Services, Labor/Personnel Counsel Services and such other services as the Board or Superintendent may request and direct. The Board expressly confers authority upon the Superintendent to consult with and assign legal matters to Berchem Moses within the scope of this engagement

The City Attorney provides express approval for the engagement of Berchem Moses in satisfaction of Chapter 7 of the Bridgeport Charter. The City Attorney recognizes that the BBOE has exclusive statutory authority over the expenditure of BBOE budgeted funds. Bridgeport Charter, Chapter 7 conditions the retention of outside counsel on available funds, and the City Attorney recognizes and represents that no outside legal counsel may or will be engaged by the City Attorney to perform services for the BBOE at the BBOE's expense without a Board vote granting prior approval and authorization that BBOE funds be expended for such legal services.

2. Term: The term of this contract will be three years, commencing June 25, 2018 and ending June 24, 2021.

3. Personnel. Berchem Moses will assure available, capable and sufficient professional staffing to satisfy the scope of legal services associated with its retention. Legal services will principally be performed by senior partner level attorneys. Associate lawyers may provide legal

BPT BOE BUS OFFICE
JUL 31 '18 AMS:Z

75 BROAD STREET
MILFORD, CT 06460
TELEPHONE (203) 703-1200
FACSIMILE (203) 678-2235
(0114014)

1221 POST ROAD EAST
WESTPORT, CT 06880
TELEPHONE (203) 227-9545
FACSIMILE (203) 225-1641

#1582

services to the Board at the direction of a senior partner to assure timely, efficient and effective representation, but senior partners of the firm shall remain principally responsible for the delivery of material legal services.

Senior Partners Floyd Dugas, Marsha Moses and Richard Buturla will be the principals of the firm responsible for Berchem Moses' engagement. Attorney Floyd Dugas will serve as primary contact and General Counsel to the Board and Superintendent; Attorney Marsha Moses will serve as primary contact and legal counsel to the Board and Superintendent on matters related to Special Education, and Attorney Richard Buturla will serve as primary contact and legal counsel to the Board and Superintendent for the litigation and trial of civil actions pending before the courts. Senior Partner Christopher Hodgson will provide supplemental general counsel services and representation in personnel matters. In the event unanticipated circumstances make it impossible for one of the foregoing individuals to provide services, Berchem Moses will provide a satisfactory partner level replacement for any such individual.

4. **Hourly Rates and Billing.** Berchem Moses shall bill the Board for legal services for the term of this contract at the rate of \$285.00 per hour for lawyer services and \$150.00 per hour for paralegal services. All services will be billed in ten (10) minute increments.

Berchem Moses shall track all legal services rendered to the Board and submit itemized monthly billing statements to the Board reflecting all charges for services performed by Berchem Moses from the first day of the calendar month through the last day of the calendar month. Berchem Moses shall submit its monthly itemized invoices for services rendered to the Board within ten days following the end of any monthly billing cycle.

Payment of each invoice will be due within forty-five (45) days of the Board's receipt thereof unless part of the invoice is disputed, in which case the Board shall pay the undisputed portion of the invoice within forty-five (45) days. Any questions or objections about a monthly invoice will be raised to Berchem Moses by the Board within thirty-days of the Board's receipt of any such invoice. No interest for late payment will be charged upon any invoice less than ninety days old. Unpaid invoices more than ninety days old may be charged interest of 1% per month at the discretion of Berchem Moses. Invoices subject to revision or dispute will not be deemed received until the parties mutually resolve the disputed fee amount.

The time for which Berchem Moses will charge the Board will include, but not be limited to: telephone and office conferences with clients, consultants and other parties; conferences with opposing counsel; preparation for and representation at hearings and other proceedings, factual investigation; legal research, and drafting correspondence, pleadings and other documents.

In the interest of avoiding unnecessary and duplicative attorney fees, unless exceptional professional circumstances dictate the presence or participation of more than one lawyer at a conference, meeting, hearing or other proceeding, only the primary representative from Berchem Moses shall attend to any such matter.

Berchem Moses shall not bill the Board for attorney travel from Milford to Bridgeport or Bridgeport to Milford. Berchem Moses will be permitted to bill attorney time for reasonable and

necessary attorney travel to and from other meeting and or hearing destinations.

5. **Costs / Disbursements.** In addition to the fees described above, Berchem Moses will bill the Board for all expenses and disbursements incurred by the firm in connection with our representation. These expenses and disbursements will be itemized on our statements and include, but are not limited to: photocopying; reasonable and necessary messenger and delivery services; computerized research; service of process and court costs; expert fees, express mail and overnight delivery charges; and filing fees. No travel related expenses other than attorney time shall be billed or be recoverable by Berchem Moses without the express written consent of the Board. Note: I deleted a litany of previously listed costs from the Revised Agreement.

6. **Complimentary Services:** Berchem Moses will provide the following services at no charge:

a. **Training:** Berchem Moses will provide free training to the Board and its employees on the following topics: special education; sexual harassment and work place discrimination; employee discipline; the Freedom of Information Act and the Bylaws of the Bridgeport Board of Education and Robert's Rules of Order. Berchem Moses, PC will make available to the board all of the services that it provides to its clients at no cost (e.g. seminars, legal updates, etc.), including its annual day long roundtable on emerging issues and legal developments in education law.

b. **BBOE 501(c) Representation:** Berchem Moses will provide free legal services within its practice areas to the BBOE 501(c)(3) organization known as "The Foundation For Excellence In Bridgeport Public Schools, Inc." Such services will be coordinated by Attorney Robert L. Berchem.

7. **Retainer.** Berchem Moses shall not require a retainer from the Board prior to commencement of services or at any time during the term of this agreement.

8. **Termination or Withdrawal of Representation.** The Board reserves the right to terminate this agreement with or without cause upon at least thirty (30) day prior written notice to Berchem Moses, and Berchem Moses reserves the right to terminate this agreement upon at least ninety (90) day prior written notice to the Board. In any such case, Berchem Moses will fully cooperate with the Board and any successor legal counsel to transfer files and otherwise assure that the Board's legal interests are not prejudiced by any such action.

9. **Arbitration.** While we look forward to a mutually beneficial and enjoyable relationship with you, as you know, one of the jobs of a lawyer is to provide for the unanticipated. Accordingly, should any fee dispute arise between us, we mutually agree that such dispute will be subjected to binding arbitration pursuant to the American Arbitration Association's arbitration program at each party's own expense, and with the understanding that each party will bear its own attorney's fees free of any obligation of the other party. By signing this agreement, you acknowledge your awareness of the fact that by agreeing to arbitrate, you waive your right to a court or jury trial.

10. **Governing Law: Choice of Forum.** The validity, construction and performance of this agreement shall be governed by the laws of the State of Connecticut, without regard to the laws as to choice or conflict of laws. The venue of any dispute arising hereunder, including the site of arbitration, shall be in Connecticut.


11. **Insurance.** The Firm maintains errors and omissions coverage applicable to the services to be rendered in the amount of ten million dollars per claim.

12. **Retention of Documents.** Upon completion of this matter, you may request that any original documents in the file be returned to you. At the end of ten years from the completion of this matter (fifteen years, if it is a real estate matter), all records will be destroyed without further notice.

If this letter correctly sets forth your understanding of the scope of the services to be rendered to you by Berchem Moses PC, and if the terms of the engagement are satisfactory, please execute the enclosed copy of this letter and return it to us. Upon receipt of the same the terms and conditions set forth herein shall constitute a contract between Berchem Moses and the City of Bridgeport/Bridgeport Board of Education.

Very truly yours


Richard Buturla


John R. Weldon, Chairperson
Bridgeport Board of Education
Date: 6/25/18


R. Christopher Meyer, Esq.
City Attorney

Date: 7/20/2018

LEGAL SERVICES FIRM 2018 Request for Qualifications (RFQ)
Due Date: 05/11/2018

**DEPARTMENT OF PUBLIC PURCHASES
Margaret E. Morton Government Center
999 Broad Street
Bridgeport, CT 06604**

REQUEST FOR QUALIFICATIONS

**BEB 060185 RFQ – LEGAL SERVICES FIRM
BRIDGEPORT BOARD OF EDUCATION
2018**

Proposal Due Date: May 11, 2018

No later than 2:00 P.M.

**LOCATION: Department of Public Purchases
Margaret E. Morton Government Center
999 Broad Street
Bridgeport, CT 06604**

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LEGAL SERVICES FIRM 2018 Request for Qualifications (RFQ)

Due Date: 05/11/2018

LEGAL SERVICES FIRM RFP SUMMARY AND TIMELINE

PROJECT: LEGAL SERVICES FIRM - Request for Qualifications (RFQ) 2018 for the Bridgeport Board of Education of Bridgeport, CT.

DESCRIPTION:

Historically, Due to the need for additional legal resources and particular expertise in education and labor relations law, the Bridgeport Board of Education in Connecticut (BBOE) has utilized and funded outside legal services.

As a result, the Bridgeport Board of Education (BBOE), in conjunction with the Bridgeport City Attorney (BCA), is seeking proposals from qualified, licensed full service legal firms, experienced in servicing public school districts, who can provide legal services to the Bridgeport School District. Legal services would encompass representation for legal matters and litigation pertaining to General Representation, Special Education and Personnel/Labor Relations.

PROPOSAL DUE DATE: Proposals (one original and nine (9) copies) shall be submitted to the Department of Public Purchases, City of Bridgeport, Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, CT 06604 and must be received by **2:00pm, 05/11/2018** and then, at said office, be publicly opened.

COST INFORMATION: Legal services required by the BBOE, on an annual basis, are dependent upon actual need and will be utilized only as necessary as determined in discretion of the BBOE. Proposers are required to complete and submit a proposed detailed itemized fee schedule for the services/deliverables identified in the RFQ.

CONTRACT FOR PROFESSIONAL SERVICES: The selected proposer(s) will be expected to enter into a Contract for Professional Services with the Bridgeport Board of Education (BBOE) and the Bridgeport City Attorney.

PROJECT MANAGER:

Tony Pires
Manager of Business Operations
Bridgeport Public Schools
3rd Floor - Room 320
45 Lyon Terrace
Bridgeport, CT 06604
203.275.1299 office
email address: tpires@bridgeportedu.net

LEGAL SERVICES FIRM 2018 Request for Qualifications (RFQ)

Due Date: 05/11/2018

THE FOLLOWING SCHEDULE MAY BE ALTERED AT ANY TIME WITHOUT PRIOR NOTIFICATION IN THE DISCRETION OF THE BBOE.

Proposals not received in the City of Bridgeport's Purchasing Department, 999 Broad Street, Bridgeport, CT by the date and time specified **WILL NOT BE ACCEPTED.**

<u>Activity</u>	<u>Date</u>	<u>Point of Contact Person/Phone</u>	<u>Location</u>
RFQ Released	04/05/2018	Tony Pires 203-275-1299	
RFQ Submission Deadline	05/11/2018		Margaret E. Morton Government Center 999 Broad Street Bridgeport, CT 06604
Notice of Intent to Award and Mail	05/31/2018		
Notification of Proposed Final Award and Denial(s)	05/31/25018		
Develop Contract			

LEGAL SERVICES FIRM 2018 Request for Qualifications (RFQ)

Due Date: 05/11/2018

Anticipated
Contract Start
Date and
Completion
Date

*Contingent
upon fully
signed contract
between both
parties in place*

Board of Education of
Bridgeport, CT
Business Office
3rd Floor - Room 320
45 Lyon Terrace
Bridgeport, CT 06604

LEGAL SERVICES FIRM 2018 Request for Qualifications (RFQ)

Due Date: 05/11/2018

Section I: INTRODUCTION

A. Background

The Bridgeport Board of Education (BBOE) in Connecticut is seeking proposals from qualified, licensed full service legal firms, experienced in servicing public school districts as well as collective bargaining and general labor relations matters, to provide legal services to the Bridgeport School District. Legal services would encompass representation for legal matters and litigation as needed and as requested in the following areas: general counsel, negotiations/labor relations, personnel administration, and special education. The BBOE anticipates entering into a three (3) year agreement with two (2) one (1) year BBOE renewal options, with the selected law firm, commencing on or about **JUNE 2018**.

District Description – Summary Data

The mission of the Bridgeport Public Schools and its supporting community is to graduate all students “college ready” and prepared to succeed in life.

The Bridgeport School District is the second largest school system in Connecticut, servicing approximately 21,000 students. It also ranks lowest among the Connecticut school districts on the economic scale.

There are 38 schools consisting of 29 elementary, 7 (seven) high schools, 1 alternative school and the inter-district Vocational Aquaculture School. The school system employs a staff of more than 2000, inclusive of Facilities, Security and Food Services personnel.

B. Purpose

The Bridgeport Board of Education (BBOE) in Connecticut is seeking proposals from qualified, licensed full service legal firms, experienced in servicing public school districts, to provide legal services to the Bridgeport School District, on an as needed and as requested basis.

Minimum Requirements

Respondents to this RFQ should meet the following minimum requirements, standards and qualifications:

LEGAL SERVICES FIRM 2018 Request for Qualifications (RFQ)

Due Date: 05/11/2018

- Member in good standing of the Bar Association of the State of Connecticut.
- Member in good standing of the Bar of the United States District Court of Connecticut and 2nd Circuit Court of Appeals.
- Must have experience with Federal and State Education laws and in servicing public school districts as well as collective bargaining and general labor relations matters; with a minimum of five (5) years working with or for Connecticut school districts preferred.
- Ability to provide same day response.
- Assignment of a lead attorney and other support attorneys each with appropriate experience.
- Must submit timely invoices that describe in appropriate detail the nature, date and amount of time attributable to each entry.

Section II: SCOPE OF SERVICES

A. Objectives

The legal services firm should include, in the development of the proposal, comprehensive information to demonstrate strong capability to perform competently, efficiently and with cost-effectiveness the following services on an as needed and as requested basis:

1. General Counsel Services to be provided:

- Review and advise for legal notices, resolutions, board policies, and matters of district governance.
- Represent and advise the District and individual staff on detailed requirements of educational law.
- Review and advise in matters of procurement and service contracts, bid specifications, bidding matters, contract preparation and execution, and remedies of contract disputes.
- Provide advice and counsel on all matters related to regular students including discipline, attendance, adherence to rules and regulations, etc.
- Represent the Board in matters involving interface with the municipal governing body including planning and adjustment boards, financial matters, jurisdictional matters, etc. and with state agencies as needed.
- Provide assurance statements as required for financial audits, bonding matters, and grant compliance.
- Represent at meetings and before the Board of Education on school law matters, including student discipline hearing, employee discipline, non-renewals, reductions in force, dismissal and expulsion hearings.

LEGAL SERVICES FIRM 2018 Request for Qualifications (RFQ)

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2. Special Education Counsel Services to be provided:

- Review special education issues upon request and provide guidance to Board and Administration.
- Represent the district in mediation upon request.
- Represent the district at all stages of due process beyond mediation including administrative law, commissioner, State Labor Board, arbitrations and court proceedings.
- Serve as the district's liaison to the legal representatives/advocates of parents.
- Review special education contracts upon request.

3. Labor/Personnel Counsel Services to be provided:

- Advise the board in legal matters pertaining to labor relations and personnel administration.
- Review grievances with the administration and assist in the writing of administrative responses to labor grievances.
- Represent the Board in labor and employment arbitrations, other administrative proceedings, court proceedings, etc. involving labor relations or personnel matters.
- Advise the Board on employment, employee discipline, seniority, tenure and other personnel administration matters.
- Representation during collective bargaining negotiations both at the table and on a consulting basis, including mediation and arbitration.
- Contract analysis and interpretation.

B. Services/Deliverables

1. The legal services firm will be responsible for providing products, including but not limited to:
 - Legal reviews of documents
 - Legal advice
 - Written legal opinions, recommendations, settlements, stipulations, contracts and/or agreements
 - Legal briefings
 - Representation in legal matters and litigation.
 -
2. The legal services firm will also be responsible for documenting adequate resources to staff and effectively complete the various tasks:

LEGAL SERVICES FIRM 2018 Request for Qualifications (RFQ)

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- Identification of the persons who will take primary responsibility for representing the district. Provide a resume for each person. It is anticipated that primary representatives will be requested to make presentations to the Board as required.
- Description of other districts serviced in the last five years, including:
 - o Legal service philosophy/guiding principles
 - o Unique accomplishments/examples of excellence
 - o Proactive services provided
- Evidence of measures, actions and/or agreements that resulted in cost savings for the district.
- A list of strengths and/or unique qualifications possessed by the firm that would benefit the Bridgeport School District.
- Certification that the firm and its staff are not barred from bidding for or entering into a contract in Connecticut.

C. Implementation Timelines

The legal services firm shall provide sufficient staffing to accomplish the work described in this RFQ. The firm shall be available as needed to provide the services described herein.

THE FOLLOWING SCHEDULE IS SUBJECT TO CHANGE, BASED ON AGREEMENT BETWEEN THE BBOE AND THE SELECTED SEARCH FIRM.

- Contract Start Date - Projected
- June 2018

D. Department Responsibilities

The Department Point of Contact (POC) person will coordinate the administrative process for this RFQ, in consultation with the Chief Financial Officer and the BBOE Board Process Committee. The Chief Financial Officer in consultation with the BBOE Board Process Committee will be available to confer with the selected firm to review progress, discuss questions, coordinate meetings and activities with appropriate district officials, respond to request for data and informational resources. The proposal (see Section III below) should specifically describe any assumptions with regard to the Department's role.

LEGAL SERVICES FIRM 2018 Request for Qualifications (RFQ)

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Section III. RULES AND CONDITIONS

A. General Information

- 1. Whom to Contact for Information** – Please direct all inquiries concerning this RFQ to:

Tony Pires
Bridgeport Board of Education
45 Lyon Terrace – Room 320
Bridgeport, CT 06604
203.275-1299
Email address: tpires@bridgeportedu.net

There will not be a pre-proposal conference. Proposers should contact only the individual identified above for meetings, conferences, or technical discussions related to the RFQ.

- 2. Who May Submit Proposals** – Proposals are invited from all parties with demonstrated experience in providing legal services to public school districts.

Note: The Ethics Ordinance for the City of Bridgeport (BPT Code of Ord. Chapter 2.38) prohibits any official or employee from participating in the selection, award or administration of a contract with the BBOE if he/she has a personal or financial interest therein and precludes any official or employee from knowingly having or acquiring any financial or personal interest, direct or indirect, in any contract for services to be provided to the BBOE in connection with any matter that comes within his/her jurisdiction.

- 3. Term of Contract** – It is anticipated that the BBOE and the BCA will enter into a three (3) year contract for legal services, commencing **June 2018** and ending **June 2021**; with two (2) one (1) year renewal options exercisable at the BBOE's sole discretion. However, the date of final execution of the contract shall be the governing factor as to the date of commencement of work.

LEGAL SERVICES FIRM 2018 Request for Qualifications (RFQ)

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4. Joint Proposal / Response – In an effort to minimize costs and streamline contract and vendor management, the BBOE would like to source the services outlined in the RFQ to a single firm; thus, responding firms may submit a joint proposal with one or more firms or lawyers in order to meet the full spectrum of services required. A single firm must be identified as the prime service provider as the proposed contract holder with BBOE should that prime and associated partner firm(s) are selected. All member entity of the joint proposal must separately submit a full response to this RFQ. The prime firm must provide the names of all partner firm(s). Notwithstanding the single sourced goal, the BBOE and BCA may enter into agreements with more than one firm.

5. Budgeted Funding and Contract Award - Legal services required by the BBOE, on an annual basis, are dependent upon need and availability of funding. Proposers are asked to complete and submit a detailed itemized fee schedule for the services/deliverables identified in the RFQ.

6. Interpretations and Addenda – The BBOE reserves the right to amend, alter, or change the rules and conditions contained in this RFQ prior to the deadline for submission of proposals. Any revisions to the RFQ will be accomplished through addenda or supplements to the RFQ and shall become part of the RFQ. All addenda will be sent to all persons and entities to which the Department sent copies of this RFQ.

7. Proposer's Cost of Developing Proposal – Costs of developing and submitting proposals are entirely the responsibility of the proposer and shall not be chargeable in any way to the Department.

8. Confidentiality of Proposals - The BBOE is NOT responsible for the confidentiality of any information transmitted unless it is separately enveloped within the response and its purported status as CONFIDENTIAL is clearly marked on that internal envelope. The BBOE operates subject to the provisions of the CT Freedom of Information Act (FOIA), and upon award of the contract, public disclosure of the non-confidential portions of the submittals would be made upon request. In the event documents submitted marked as CONFIDENTIAL are requested by third-parties, Department of Public Purchase (DPP) an independent review of the contents and if the contents are deemed confidential, no disclosure shall be made. If the DPP with the designation as CONFIDENTIAL, the respondent will be notified of its opportunity to object to the release either with the DPP and/or before the CT Freedom of Information Commission (FOIC).

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9. Disposition of Proposals – All proposals submitted become the property of the BBOE may be returned upon request, only at the option of the BBOE and at the proposer's expense.

B. Submission of Proposals

1. The original and nine (9) copies of the proposal must be enclosed in a sealed envelope with the name and address of the proposer. The lower left corner of the envelope should be plainly marked "**LEGAL SERVICES PROPOSAL - BBOE**".
2. Proposals must be submitted either by certified mail or personal delivery to:

Department of Public Purchases
Margaret E. Morton Government Center
999 Broad Street
Bridgeport, CT 06604

Proposals sent to any other office will not be accepted.

3. All proposals must be received by 2:00 p.m. on **May 11 2018** at the address above. Postmarks or facsimiles (FAX) transmission will not be accepted in lieu of this requirement. It is the responsibility of the proposer to ensure the proposal is submitted by the time and date and to the address specified above. The Department will reject any proposal not meeting this RFQ requirement timeline.

C. Contract Provisions

1. The successful proposer must agree to all terms and conditions of any legal services contract with the BBOE as a condition of their executing the contract.
2. Sample contract documents containing typical provisions will be available from the Department of Public Purchases for reference but are subject to modification by the BBOE in its discretion prior to contract execution. Please read the sample contract carefully and take special note of the provisions related to required insurance coverage and disclosure. The selected search firm must have and continuously maintain insurance as required by the City of Bridgeport.

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Section IV. PROPOSAL FORMAT AND CONTENT

In order to be considered for an award, the proposer **must** supply all of the information requested in this section of the RFQ. A proposal that fails to comply completely with these requirements will be deemed non responsive by the Board of Education. The BBOE, however, reserves the right to waive any immaterial noncompliance which in the Board's judgment does not compromise the overall purpose and intent of the RFQ. The proposal **must** include the sections listed below and **must** be submitted in the following format and order.

A. Proposal Format

1. The proposal should be prepared simply and economically providing straightforward and concise delineation of the proposer's capabilities to satisfy the requirements of this RFQ. Fancy bindings, colored displays, and promotional materials are neither necessary nor desired. Emphasis in the proposal should be on completeness and clarity of content. The evaluation process will not provide credit for capabilities or advantages that are not clearly shown in the written proposal.
2. All proposals **must** be submitted with an **original and nine (9) hard copies** on standard white paper, 8 ½ by 11 inches in size, typed in number 12 Arial font, double-spaced with each page clearly and consecutively numbered
3. The proposal **must** be submitted in the legal entity name of the proposer. The proposal **must** be signed by the proposer, a corporate officer, or authorized agent of the proposer.
4. In addition, proposers are requested to provide ten (10) copies of their proposal submitted on computer disc or other electronic media.

B. Proposal Cover Letter and Statement of Intent to Meet RFQ Requirements

A proposal cover letter and Statement of Intent to Meet RFQ requirements **must** be submitted with the proposal.

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C. Table of Contents

A table of contents **must** be provided which identifies all major sections of the proposal by page number. All exhibits and attachments **must** also be identified and referenced by page number.

D. Body of Proposal

1. Qualifications and Experience

- (a) Statements describing background, including date established, type of ownership, location of headquarters and offices, and number of employees engaged in legal service activities.
- (b) Statements describing work history on similar projects. Specify the number of years the firm has been providing legal services for public school districts in Connecticut and other states. Provide resumes or brief curricula vitae of the partners and employees of the firm, experienced in servicing public school districts, who would regularly interact with the Bridgeport School District.
- (c) Statements that demonstrate knowledge of and experience in providing legal services to school districts. Provide a listing of public school districts served by the firm as clients. Include officials who may be contacted for references.
- (d) Statements with appropriate supporting documentation concerning any grievances, claims and/or lawsuits filed against the firm or any of its current or past employees within the past (15) years.
- (e) Statements identifying all matters in which attorneys in your firm are serving, or have served, as counsel either on behalf of, or against, the following entities: (1) the BBOE, (2) the City of Bridgeport, (3) the State of Connecticut and (4) the Connecticut State Board of Education.

2. Organizational Structure

The content of this section should describe how the Proposer intends to organize resources, as necessary to perform the services required by this RFQ.

For staff assigned to legal services for the BBOE, the Proposer **must** provide the following:

- (f) Titles;

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- (g) Resume or brief curriculum vitae describing their educational background and relevant experience;
- (h) Percentage of time to be devoted to this project; and
- (i) Indicate if the staff is an employee of the Proposer, or if she/he is a subcontractor.

3. Joint Proposal

Provide names of firm(s) that are part of respondent's joint proposal.

4. Workplan

The workplan portion of your proposal should:

- (a) Describe the major activities and processes with timelines (consistent with Section II. C.) necessary to provide the services and products outlined in Section II.A. and B.;
- (b) Describe the services to be available to meet the objectives as outlined in Section II.A.;
- (c) Be organized by the services outlined in Section II.B.

The work plan should detail any data and other information expected to be obtained through the Department, as well as specific tasks or activities expected to be completed by the Department.

5. Costs/Bid Sheet – TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE CLEARLY MARKED AS "PRICING PROPOSAL"

Complete and submit a detailed Itemized fee schedule. Responding firms must provide the following:

- (a) hourly rates for lawyers;
- (b) hourly rates for clerical, paralegal or other professionals;

The hourly rates charged to the district must represent the entire legal expense for the district. Payment will not be made for any travel time to or from the job site, whether that is the firm's offices, the BBOE facilities, the courts or any other location. Billable hours are limited to those hours actually on the worksite performing legal services on behalf of the BBOE. No additional internal expense costs will be accepted, including but not limited to those for legal research, copying, phone, internet access, mailing and courier. Therefore, the

LEGAL SERVICES FIRM 2018 Request for Qualifications (RFQ)

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firm should propose hourly rates that are inclusive of all costs associated with the firm's performance of the legal services. Documented (with receipts) out of pocket expenses paid to third party providers for such services as mass copying jobs and parking fees will be eligible for reimbursement.

In addition, the firm shall operate in accordance with the list of items the BBOE will not pay for listed on the "General Billing Practices" and "Expenses" document (Attachment No. 1 hereto).

The District is exempt from payment of excise taxes, transportation and sales taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included.

Responding firms may also provide options for alternative billing arrangements, such as a single (aka blended) hourly rate for all partners and a separate single hourly rate for all associate lawyers, fixed fee amounts for certain types of matters, or retainers to cover certain matters.

Billing should occur on a monthly basis, through the submission of detailed invoices to the Superintendent's Office, which will distribute the invoices as warranted for review by other BBOE staff.

6. References

- (a) Proposer must provide at least three (3) letters of reference from current and/or former clients for whom the proposer has provided services similar to those required herein.
- (b) Letters of reference must include the name, address and telephone number of the individuals who provide the references.
- (c) The Evaluation Committee will contact references. If references cannot be reached, the proposal may be deemed non-responsive and rejected. If references obtained by the Department are not favorable, the Department may reject the proposal.
- (d) References will be used as an evaluation criterion for scoring purposes.

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Section V. SELECTION PROCESS**A. Evaluation Criteria:** For detail on proposal requirements, see Section III (D).

Criteria	Score (1-10)	Weight
Firm's Relevant Experience <ul style="list-style-type: none">• Administrative law: grievances, workers comp, unemployment comp.• Litigation experience – municipalities and board of education• Demonstrated Understanding of state statues, law and regulation regarding Board of Ed• Knowledge of contract law, CT Freedom of Information Act		25
Experience of Staff <ul style="list-style-type: none">• Resumes; and years in the industry• Relevant experience of staff members• Understanding of how municipalities and Boards of Ed. function		20
References from Clients		10
Quality of Response/proposal		15
Compliance with Minority Business Enterprises (See BPT Code of Ordinances, Ch.3.12.130)		10
Cost		20
Total Weighted Points		100

B. Evaluation Process

Proposals shall be evaluated and contracts awarded in the following manner:

1. All proposals shall be submitted to an Evaluation Committee, which shall evaluate and score the proposals. The Evaluation Committee may include, but are not limited to:

- 3 Members of the Board of Education
- Superintendent or Designee

LEGAL SERVICES FIRM 2018 Request for Qualifications (RFQ)

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- Chief Talent Officer or Designee
 - Bridgeport City Attorney (BCA) or Designee
2. All proposals meeting the requirements of the RFQ will be rated using the evaluation and scoring criteria specified herein. The Evaluation Committee will engage in a three step process as follows: (1) review the proposals and list the respondents, conducting such interviews as it schedules in its sole and absolute discretion, (2) negotiate with the preferred respondent (including as to pricing terms) to either an agreement or an impasse and if it deems it in the best interests of the BBOE (3) initiate negotiations with a successor preferred respondent(s). Proposers will be notified of any additional required information or interviews after written proposals have been evaluated. The Evaluation Committee will make a recommendation based on the highest score to the Board of Public Purchases of the City of Bridgeport and the BBOE for approval. The BBOE will make the final decision.
 3. In the event that an agreement cannot be reached with the selected proposer, the BBOE, at its sole discretion, shall have the right to negotiate with the next ranking proposer until an agreement can be reached.
 4. The BBOE reserves the right to reject any or all submittals; request clarification of any submitted information; waive any informalities or irregularities in any submittals or cancel all or any portion of the selection proceedings at any time.
 5. Proposals that contain false or misleading statements or which provide a reference that do not support an attribute claimed by the proposer may be rejected. If, in the opinion of the Board of Education, such information was intended to mislead the Department in its evaluation, it will be the basis for the rejection of the proposal.

Section VI. GENERAL PROVISIONS

1. The BBOE shall be final judge and arbiter as to the acceptability of any submittals and/or proposals and reserves the right to accept or reject any and all such submittals and/or proposals or any portion thereof as it determines to be in the BBOE's own best interests, for whatever reason.
2. The contract Agreement to be entered into will provide that the BBOE reserves the right to terminate the agreement at any time immediately for cause and without cause upon thirty (30) days prior written notice.
3. The contract Agreement to be entered into will provide that it is terminable by the contracting firm(s) upon ninety (90) days prior written notice.

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4. In the event that more than one respondent is awarded an agreement with the BBOE, then the BBOE in its discretion may determine that allocation of work from time-to-time, and in its discretion may shift work from one firm to another.
5. Any selection of proposer under this RFQ is contingent upon, and subject to, the approval of the City's Board of Public Purchases.
6. The BBOE reserves the right to correct inaccurate awards, including the revocation of a contract already awarded to a respondent and the subsequent award of the contract to another respondent as the circumstances warrant.
7. **MBE (Minority Business Enterprises)**
 - a. In order to receive any award favorable to Minority Business Enterprises (See BPT Code of Ordinances, Ch.3.12.130), all MBE firms, for themselves and their sub-contractors, must submit a true copy of their current (no older than 2 years) State of Connecticut certification, other government certification in another City or State, or certification from one of the recognized independent organizations listed on the City's website under "Purchasing" as a minority-owned, or disadvantaged-owned business. The City reserves the right to authenticate such certification."
8. The agreement with the awarded firm will include all provisions mandated by State and federal requirements including those pertaining to equal employment opportunity, particularly in view of the fact that State and/or federal funds may be utilized to fund some portion of the agreement.

