

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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Chairman

BOBBI BROWN
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"Changing Futures and Achieving Excellence Together"

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JOSEPH SOKOLOVIC

CHRIS TAYLOR

Bridgeport, Connecticut

February 2, 2021

Board Members:

A meeting of the Contracts Committee of the Board of Education will be held on Thursday, February 25, 2021, at 6:00 PM via Microsoft 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: December 3, 2020
2. Discussion and Possible Referral to the Board: Issuance of RFP for Non-Certified Staff Services
3. Discussion and Possible Referral to the Board for Approval of Contract with Delta-T Group of Hartford, Inc. for Substitute Specialized Staff Placement

Joseph J. Lombard
Secretary
Board of Education

BBOE Contracts Committee Members:

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

Thursday, December 3, 2020

MINUTES OF THE MEETING OF THE CONTRACTS COMMITTEE OF THE BRIDGEPORT BOARD OF EDUCATION, held December 3, 2020, by video conference, Bridgeport, Connecticut.

The meeting was called to order at 3:31 p.m. Present were members Chair John Weldon, Joseph Sokolovic, and Joseph Lombard. Board member Dr. Sosimo Fabian was present.

Supt. Michael J. Testani was present.

Mr. Sokolovic moved to approve the committee's minutes of October 22, 2020. The motion was seconded by Mr. Lombard and unanimously approved.

The next agenda item was on the facilities department lease for property at 1085 Connecticut Avenue.

Supt. Testani said we have been working over the last several months with the city to try to find another viable option to renewing this lease. He said the city's public facilities department could not find space, particularly indoor for vehicle storage. He said talks with the owner led to a three-year lease. He said the city has a possible solution to fulfill the board's needs in the future.

In response to a question, Supt. Testani said the owner was very adamant that the board would have to vacate the property if a lease was not negotiated. Marlene Siegel, chief financial officer, said the facility was 44,876 square feet. The

superintendent said the board uses all the space, but the police parks some vehicles in the parking lot outside.

The superintendent said he did some of his own searching for commercial real estate and worked with Max Perez, but apparently commercial real estate is a hot commodity in the city currently. One option located was priced at \$6.5 million.

In response to a question, Supt. Testani said he guessed between 15 and 20 vehicles were stored inside the building. He said the police does not reimburse the board for parking about ten vehicles outside the building, but if asked to pay they might just move the cars somewhere else.

In response to a question, the superintendent said the downside to the lease arrangement are the lease costs incurred by the board as opposed to being incorporated into a city facility.

Ms. Siegel said the three-year extension was negotiated instead of a five-year extension. Retention of the annual three-percent multiplier was also negotiated, which is usually higher in three-year leases. The annual costs will grow from \$266,000 in 2020 to \$292,608 in the third year.

Mr. Weldon said the city charter allowed for three-year contracts with two one-year options, so the total contracted time could go up to five years. He said it was good that the district proactively sought a shorter term. Ms. Siegel said the district attempted to negotiate a shorter term, but the landlord was not interested.

Supt. Testani said from discussions with the city at least two years was needed for the future solution.

Mr. Lombard moved “*to refer this matter to the full board with a recommendation to approve the lease as discussed.*” The motion was seconded by Mr. Sokolovic and unanimously approved.

The next agenda item was on a solicitation of absence management and substitute staffing services.

Ms. Siegel said three years ago an RFP was issued for absence management and substitute staffing services, and Kelly Educational Services was the selected vendor. We are now in the third year of the contract, which expires on June 30, 2021.

Ms. Siegel said a new RFP for a three-year period was planned, including a provision for a one- or two-year extension in the contract with the vendor that is selected.

Ms. Siegel said the current absence management system utilizes the Frontline electronic software, and covers teachers, classroom paraprofessionals, and noncertified staff. Personnel are required to code their absences to that system.

Ms. Siegel said the substitute staffing services pertains to substitute teaching staff, for both occasional, long-term, and building substitutes. Placement of substitute pre-K paraprofessionals in general education classes will be included.

Ms. Siegel said currently in a general education pre-K there are up to 18 students and one paraprofessional, with a one-to-ten staff ratio required. When a para is absent, we must make every possible effort to provide a sub. Currently, principals contact Ms. Siegel and she makes a request to Delta T, the current vendor. She said the plan is that the vendor providing substitute teachers also provide the pre-K subs next year because the absences are required to be reported to the Frontline software. This will streamline the process with the vendor managing the substitute teachers and paras, which will be a new innovation.

Ms. Siegel said this RFP will give the primary provider two days to fill long-term absences, after which the district could request assistance from another vendor or vendors in filling positions.

In response to a question, Ms. Siegel said the current contract specifies if the vendor does not achieve a 90 percent fill rate, in the second and third years the overhead rate for occasional subs would be reduced by 1.5 percent. Failure to achieve the fill rate creates a penalty to the company and the monetary benefit goes to the board. She said she believed there were about \$20,000 savings in years two and three of the current contract.

In response to a question, Ms. Siegel said she could not recall a year in which the staffing service reached a 90 percent fill rate.

In response to a question, Ms. Siegel said the RFP includes mention of possible MBE points to vendors. Mr. Weldon said typically to qualify as an MBE a vendor has to register with the Connecticut DAS and there is a certification process.

Mr. Sokolovic said he wanted to be sure if someone claims the credit that they're entitled to the credits.

In response to a question, Ms. Siegel said the absence management system is not done in-house because there are multiple facets, including recruitment, screening, mobility among applicants, unemployment, training, payroll processing, and workers' compensation.

Mr. Sokolovic moved "*to refer this to the full board for approval with a recommendation that the board approve issuance of this solicitation.*" The motion was seconded by Mr. Lombard 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 4:08 p.m.

Respectfully submitted,

John McLeod

DRAFT V2

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

REQUEST FOR PROPOSALS

**# NNNNNN – RFP – Temporary Non-Certified Staff
Services
2021**

Proposal Due Date: _____

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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TEMPORARY NON-CERTIFIED STAFF SERVICES: Request for Proposals

**TEMPORARY NON-CERTIFIED STAFF SERVICES RFP
SUMMARY AND TIMELINE**

PROJECT: TEMPORARY NON-CERTIFIED 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 **multiple firms** interested in serving as a provider of **temporary** non-certified staff services in non-instructional roles (e.g., clerical assistants, computer technicians), in cases of **extended or long-term absence and vacancies**. **On an as-needed basis**, the Bridgeport School District may require **temporary** non-certified personnel to provide coverage for extended or long-term absences of regular employees or vacant positions.

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**, _____ 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(s) will be expected to enter into a Contract for Professional Services with the Bridgeport Board of Education.

Commented [TT1]: Tony – it is recommended that you include the form of contract with the RFP.

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.

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

TEMPORARY NON-CERTIFIED STAFF SERVICES: Request for Proposals

time specified **WILL NOT BE ACCEPTED.**

<u>Activity</u>	<u>Date</u>	<u>Point of Contact Person/Phone</u>	<u>Location</u>
RFP Released	February 2021	Laura DeMoura	
RFP Submission Deadline	March 2021	Buyer, Purchasing	
Evaluation of Proposals Completed	April 2021		
Notice of Intent to Award and Mail Notification of Proposed Award and Denial(s)	April 2021		
Anticipated Contract Start Date and Completion Date	July 1, 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

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Commented [TT2]: This date should be at least 15 days after the RFP release date.
Purchasing Ordinance: 3.08.070.G.1.b:

The contracting officer shall prepare the public advertisement containing necessary and desirable information for those who might respond to a QBS selection process and the criteria to be used for selection. The advertisement shall be published to the general population in accordance with an approved communication **method no less than fifteen (15) days prior to the deadline to submit proposals** unless the contracting officer gets approval from the purchasing agent that a shorter time frame is required. A QBS selection panel shall be formed to evaluate the responses, determine the qualified respondents and proceed to make a selection.

TEMPORARY NON-CERTIFIED STAFF SERVICES: Request for Proposals

Section I: INTRODUCTION

A. Background

The Bridgeport School District employs the following non-certified staff in non-instructional roles.

- Clerical Assistant
- Clerical Specialist
- Data Analyst
- Computer Technician

In order to provide coverage for extended and long-term absences, as well as vacancies, in the above-listed categories of personnel, **on an as needed basis**, the district seeks to enter into a contract with **multiple staffing agencies** that can provide qualified staff on a temporary basis, when requested.

This contract shall **not** be utilized as a regular source of staff, but rather it is intended to offer temporary 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 high schools, one Learning Center and the inter-district Vocational Aquaculture School.

B. Purpose

The Bridgeport School District is seeking to enter into contract with **multiple temporary staff service companies** that will provide, when the need arises, temporary non-certified staff, in non-instructional roles, to cover the extended and/or long-term absence of staff in the following categories:

- Clerical Assistant
- Clerical Specialist
- Data Analyst
- Computer Technician

Upon receiving notification from the designated liaison at the District Office of a temporary coverage need, the temporary staffing service should have the capacity to fill the temporary coverage assignment. Generally, the district should be able to provide

TEMPORARY NON-CERTIFIED STAFF SERVICES: Request for Proposals

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 staffing service should have the capacity to make every effort to arrange for the assignment of temporary personnel.

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

It is the intent of the district to select multiple companies to serve as contracted providers of temporary staff services, when requested by the district. When a need arises to provide temporary non-certified personnel in any of the specified categories, the district may utilize any of the contracted vendors, as it deems appropriate, dependent upon the types of 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:

- a. **Temporary Personnel:** The contractor shall provide temporary non-certified staff, in the specified categories, on an as needed basis, in district schools, when requested by the district. An awarded proposer(s) shall not be utilized as a regular source of staff, but rather to offer temporary staff services as needed by the district.
- b. **Cost Structure:** The pricing submitted shall specify the PER HOURLY BILLING RATE for extended and/or long-term assignments.
 1. **All Inclusive Billing Rates:** The PER HOUR 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 a non-certified employee in the specified categories is up to seven (7) hours per day, excluding lunch.
 3. **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.
4. **Billing Rates: Billing rates are requested for the following**

TEMPORARY NON-CERTIFIED STAFF SERVICES: Request for Proposals

categories of personnel:

Staff Category	Billing Rate	
	Hourly Rate
Clerical Assistant		
Clerical Specialist		
Data Analyst		
Computer Technician		

- c. **Cost-Effectiveness and Operational/Fiscal Efficiencies:** The pricing structure, consisting of the billing rates to the district, should demonstrate operational efficiencies for the district.
- d. **Structured Employment Process:** The contractor shall demonstrate an organizational framework that provides for a systematic, organized process for hiring, credentialing and training temporary personnel.

B. Services/Deliverables

- 1. **Temporary 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 temporary employee, 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 temporary employee 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.
 - 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

TEMPORARY NON-CERTIFIED STAFF SERVICES: Request for Proposals

verify that the temporary employee 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 temporary employee, 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
Clerical Assistant	<ul style="list-style-type: none"> • Strong Written and verbal communication skills • Experience with Microsoft Office, PowerSchool and various Educational software • Knowledge of modern office procedures, practices and equipment • Confidentiality • Strong customer service skills
Clerical Specialist	<ul style="list-style-type: none"> • Strong Written and verbal communication skills • Experience with Microsoft Office, PowerSchool and various Educational software • Knowledge of modern office procedures, practices and equipment • Confidentiality • Strong customer service skills
Data Analyst	<ul style="list-style-type: none"> • Experience with Microsoft Office, particular strength in EXCEL • Ability to compile and analyze data • Ability to troubleshoot database and software systems
Computer Technician	<ul style="list-style-type: none"> • Experience providing PC hardware and software support services • CCNA, A-Plus and or Network plus certification preferred • Familiarity with current imaging techniques and software such as WDS, MDT, SCCM, Ghost • Excellent troubleshooting techniques and consciousness of user uptime and needs • Strong organizational skills with emphasis on detail and follow up

3. **Temporary Personnel Conduct:** The contractor and the temporary personnel 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.

TEMPORARY NON-CERTIFIED STAFF SERVICES: Request for Proposals

- b. No smoking on the premises.
 - c. No exterior doors are left opened or unlocked.
 - d. Professional attire
 - e. The contractor and temporary personnel provided by the contractor shall be polite and courteous at all times.
 - f. The contractor and temporary personnel provided by the contractor must adhere to all security standards, requirements and/or regulations of each school and the school district.
4. **Recruitment and Training Program:** The contractor shall demonstrate the capabilities to enable the ongoing, active recruitment of an adequate number of qualified temporary personnel.
 5. **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.
 6. **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. **Temporary Personnel Screening Verification:** Upon receipt of a request from the school district, in reference to a particular assigned or prospective temporary employee, 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. **Temporary Personnel Certifications:** In cases where special licenses or 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. **Temporary Personnel References:** If requested, provide references, resumes, and/or test scores on individual temporary employees.
 5. **Contractor's Payroll for Temporary 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. **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

TEMPORARY NON-CERTIFIED STAFF SERVICES: Request for Proposals

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 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.
- 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

TEMPORARY NON-CERTIFIED STAFF SERVICES: Request for Proposals

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:
Business Manager
Bridgeport Board of Education
45 Lyon Terrace
Bridgeport, Connecticut 06604

- 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

TEMPORARY NON-CERTIFIED STAFF SERVICES: Request for Proposals

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.

7. **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.
8. **Confidentiality:** In accordance with all applicable laws, regulations, and procedures, the contractor and temporary personnel provided by the contractor shall maintain strict confidentiality of all information and records which the contractor or temporary personnel provided by the contractor may come in contact with or be privy to in the course of providing services.
9. **Pricing Structure:** The PER HOURLY AND/OR DAILY RATE submitted in 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.
10. **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.

TEMPORARY NON-CERTIFIED STAFF SERVICES: Request for Proposals

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

- Contract Start Date - Projected
- July 1, 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 Executive Director, Human Resources and Assistant Director, Human Resources 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.

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 Temporary Non-Certified Staff 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.

TEMPORARY NON-CERTIFIED STAFF SERVICES: Request for Proposals

3. **Term of Contract** – The anticipated initial term of any resultant contract is estimated to be three (3) years: July 1, 2021 – June 30, 2024, with two (2) one (1) year renewal options exercisable at the BBOE’s sole discretion.
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.
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.

Commented [TT3]: As previously mentioned, the City’s purchasing ordinance permits a maximum term of 3 years.

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 “**TEMPORARY NON-CERTIFIED 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

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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 _____ 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 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

TEMPORARY NON-CERTIFIED STAFF SERVICES: Request for Proposals

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.

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

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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 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

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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
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:

Lowest Bid amount **divided by** current bid amount
times
maximum "Costs" points
= 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

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\$150

\$100/150 X 20

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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 be comprised of, but is not limited to, the following members:
 - Assistant Director, Human Resources
 - Chief Financial Officer
 - Director of Technology Services
 - Manager of Data Management
 - Manager, Business Operations
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

TEMPORARY NON-CERTIFIED STAFF SERVICES: Request for Proposals

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
- 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 **TEMPORARY NON-CERTIFIED STAFF SERVICES** include:

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

TEMPORARY NON-CERTIFIED STAFF SERVICES: Request for Proposals

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 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

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(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.

**SUBSTITUTE SPECIALIZED STAFF SERVICES
AGREEMENT**

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This is an Agreement, entered into as of May 18, 2021, by and between **Delta-T Group Hartford, Inc.**, a Connecticut corporation (the “**Company**”) located at 101 Centerpoint Drive, Suite 112, Middletown, CT 06457 and the **City of Bridgeport School District**, located at City Hall, 45 Lyon Terrace, Bridgeport, CT 06604 (the “**District**”).

WHEREAS, the District issued a Request for Proposals for specialized substitute staffing services BEX04821B with proposals from interested vendors due on December 9, 2020 (the “**Request for Proposals**” or “**RFP**”), which is incorporated by reference as if fully set forth herein;

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WHEREAS, the Company submitted a proposal dated December 7, 2020 (the “**Proposal**”), which is incorporated by reference as if fully set forth herein; and

WHEREAS, the District selected the Company as a non-exclusive vendor, and desires to engage the services of the Company on the terms and conditions set forth in this Agreement.

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NOW THEREFORE, intending to be legally bound and acknowledging the receipt of adequate consideration, the parties hereby agree as follows:

1. Provision of Substitute Staff.

On a non-exclusive basis, the Company shall be a provider of specialized substitute staff in the categories of special education paraprofessional, PK paraprofessional, special education teacher, occupational therapist, certified occupational therapist, behavioral therapeutic services and specialized nursing services (“**Substitute Staff**” or “**Substitute Staffer**”). In any of these categories, the Company will provide ~~substitute~~ Substitute staff Staff to fill short-term and long-term positions at the request of the District on an as-needed basis, using the policies and procedures established by the Company.

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1.1 With regard to providing specialized substitute services in the categories of special education paraprofessional, PK paraprofessional, special education teacher, occupational therapist, certified occupational therapist, behavioral therapeutic services and nurse (RN or LPN), 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 substitute personnel to perform the requisite services. Further, with regards to “special education teacher” and “PK paraprofessional,” the district utilizes a company selected as the exclusive contract provider of substitute teachers and substitute PK paraprofessionals to the district. However, in the event that the district requests a special education substitute teacher or a substitute PK paraprofessional and the current provider is unable to deliver a Substitute Staffer with the necessary certification(s) and/or qualifications within a reasonable time period, the district may locate and hire a Substitute Staffer with the requisite

qualifications from another vendor, such as the Company, or directly as an employee of the District.

2. Treatment of Substitute Staff as Employees of the Company.

All Substitute Staff provided by the Company will not be treated by the District as employees of the District, for all purposes, including but not limited to Federal and State income tax purposes. Without limiting the preceding sentence:

2.1 The Company shall maintain all necessary personnel and payroll records for the Substitute Staff;

2.2 The Company shall be responsible for the applicable payment of the wages and fringe benefits (if any) of the Substitute Staff. The Company shall withhold applicable taxes from the wages of the Substitute Staff, and shall be responsible for any payroll tax liabilities of an “employer” with respect to the Substitute Staff;

2.3 The Company shall provide applicable workers’ compensation insurance coverage for the Substitute Staff in such amounts as may be required by law. Company’s employees, agents, contractors and subcontractors will also sign a waiver and release of any and all claims that the employee, agent, contractor or subcontractor may have to make a claim, or commence a law suit, or recover damages or losses from or against the District (and the employees, agents and officials of the District) arising from or related to any injuries which are covered under Connecticut’s Workers’ Compensation statute or which would be covered under Connecticut’s Workers’ Compensation statute if the agent, contractor or subcontractor were an employee; and the company is responsible fully for any unemployment insurance benefits for which their employees may be eligible.

2.4 Substitute Staff shall not be eligible for tenure with the District or be entitled to participate in any of the District’s employee benefit plans, including pension, 403(b), profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, severance pay and other similar plans, programs and agreements, whether or not reduced to writing.

2.5 The Company shall be responsible for Federal and State Unemployment insurance for the Substitute Staff.

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3. The Company’s Obligations

The Company is required to maintain a pool of properly screened, qualified, competent substitutes in the specified categories of personnel. Whenever the designated District Office liaison specifically requests a temporary assignment of a substitute to provide absence coverage, the Company shall timely deploy a substitute. Further, the Company will ensure that the substitute has been screened and has the requisite training as required by the District who, if needed or applicable:

(a) hold a current license and certification for the positions requested by the District; (b) has not had his/her professional or occupational license or certification suspended or revoked, or has ever surrendered license or certificate while an allegation of abuse or neglect was pending or under investigation by DCF or due to a substantiated allegation of abuse or neglect; (c) have obtained Federal and State fingerprint clearance in Connecticut; (d) have had a completed criminal history check as required by law from the Connecticut Department of Education and a judicial court search for any crimes or civil judgments for actions that would preclude employment in a school district; (e) have had a completed check of former employers where the substitute had contact with children, as required by Connecticut law; (f) have had a DCF Child Background Search and is not currently on the DCF registry; (g) have had a National Sex Offender Registry Search; (h) have appropriate inoculations and tuberculosis testing as required by the State of Connecticut Department of Education; and (i) who are educated, trained and prepared to render services in accordance with applicable laws and procedures of the State of Connecticut and this Agreement. The Company agrees that no substitute staff will be provided to the District until the Company complies with and completes all background and employment checks required by Connecticut law, and will provide documentation of same to the District upon request.

The Company affirms that for each substitute, it has performed all required background, criminal and employee checks required by Connecticut law for the employment of an individual who will have direct contact with children and that should a substitute's prior employment be outside of the State of Connecticut, the Company will obtain a statement from the substitute as to whether he/she is included on the abuse/neglect registry in the state or country of their prior employment.

The Company will conduct any additional screening that may be mutually agreed by the Company and the District. If at any time the District or its Board of Education is unsatisfied with a Substitute Staffer, the District shall promptly notify the Company and may preclude that Substitute Staffer from having another assignment in the District.

3.1 The District expects that all substitute special education paraprofessionals contracted in assignments requested by the District will possess PMT (Physical Management Training) certification or the equivalent, as determined by the District.

3.2 The District expects that the Substitute Staff assigned to the District will perform their services in a professional manner as required by State law and shall not take actions or neglect to act in a manner that would give rise to civil or criminal liability as a result. If the District notifies the Company that a Substitute Staffer has not performed satisfactorily in accordance with the foregoing standard, the District, in the exercise of its sole and absolute discretion, shall give notice to the Company requesting the removal of such Substitute Staff and the Company shall remove such Substitute Staff.. The Company will honor the District's request not to assign specific Substitute Staff. This section will in no way affect the right of Company, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees. The District understands that declining the services of a specific Substitute Staffer or requesting the removal of a Substitute Staffer may result in the Company's inability to secure an acceptable alternate if timely notice of the request is not provided.

3.2 The Company shall be obligated to perform all of the duties and responsibilities set forth in its Proposal.

4. The District's Obligations. In connection with Substitute Staff provided by the Company pursuant to this Agreement, the District shall in good faith and to the best of its ability within its budgetary constraints:

4.1 Provide information to the Substitute Staffer as needed to allow the Substitute Staffer to fully understand the duties and responsibilities of the placement and promptly report to Company any suspicious, unusual, inappropriate behavior or unsatisfactory performance;

4.2 Provide a safe and suitable workplace that complies with all applicable safety and health standards, statutes, and regulations;

4.3 Provide Substitute Staff with adequate information, training, and safety equipment with respect to hazardous substances and any inherent dangers of the workplace, including emergency procedures, school rules and protocols, policies and procedures regarding student disciplinary actions, and confidentiality of student records. Further, the District will provide all Substitute Staff with any training appropriate to the needs, duties, responsibilities or knowledge unique to the District and not covered by the Company's training materials;

4.4 Ensure that Substitute Staff does not (i) have responsibility for more than one classroom of students at a time, (ii) with the exception of nurse substitutes, administer or maintain custody of any student medications, (iii) have custody of cash, negotiable valuables, merchandise, credit cards, check writing materials, keys or similar property, except for student lunch money that may be collected in the normal course of business, (iv) use any vehicle on behalf of the District;

4.5 Assign Substitute Staff only to tasks for which they have been requested, unless written consent has been given by the Company. Strenuous physical activity, such as heavy labor or lifting of more than fifteen (15) pounds is prohibited unless required and accepted in the job description;

4.6 If Substitute Staff is assigned duties in connection with the District's computer systems, maintain appropriate password security and backup copies of all data;

4.7 Maintain appropriate written internal control policies and procedures to ensure the confidentiality of all student records and appropriately limit the access of Substitute Staff to such records; and ensure that substitute staff are aware of their obligations pursuant to and will comply with FERPA;

4.8 Not promise any Substitute Staff an increased rate of compensation, or disclose to any Substitute Staff the compensation rates or fringe benefits of other personnel;

4.9 Comply with any restrictions imposed by the Company on the responsibilities to be assigned to any Substitute Staff;

4.10 Approve and sign forms supplied by the Company documenting the amount of time worked by Substitute Staffer or, if representatives of the District are not available to approve and sign such forms, authorize such forms to be executed by representatives of the Company on behalf of the District;

4.11 Be responsible for keeping the Company promptly informed by email (if available) of all Substitute Staff on-site changes and any changes in the District or building supervisory contact information;

4.12 Notify the Company prior to 6 am daily or 3 hours prior to the start of the class, whichever is the earliest, through the protocols established by the Company for such notice, of the need for Substitute Staff for that day, provided, however, that the Company and the District recognize that the need for a Substitute Staff may occur after the above times and that in such cases the Company will use best efforts to find a substitute for such District requests. However, the District shall not hold the Company responsible for any unfilled Substitute Staff requests received after the minimum notice period above;

4.13 Be solely responsible to control staff absences and any budgetary impact resulting therefrom. District represents that its actions under this Agreement do not violate its obligations under any agreement that District has with any labor union.

5. Indemnification and Limitations of Liability.

5.1 Indemnification of the District by the Company. The Company shall indemnify and hold the District's Board and the Bridgeport Public Schools, and their respective elected and appointed officials, department heads, agents, employees and servants harmless from and defend them against all claims or losses, including court costs and reasonable attorney's fees, that are proximately caused by the acts or omissions of the Company, Substitute Staff, or other employees or authorized agents of the Company, or resulting from the Company's breach of this Agreement, except that such indemnification shall not apply to any claims or losses for which the Company is entitled to indemnification by the District. In addition, the Company's employees, agents, contractors and subcontractors will also sign a waiver and release of any and all claims that the employee, agent, contractor or subcontractor may have to make a claim, or commence a law suit, or recover damages or losses from or against the District (and the employees, agents and officials of the District) arising from or related to any injuries which are covered under Connecticut's Workers' Compensation statute or which would be covered under Connecticut's Workers' Compensation statute if the agent, contractor or subcontractor were an employee. This indemnification shall survive the expiration or earlier termination of this Agreement.

5.2 Indemnification of the Company by the District. The District shall indemnify and hold the Company harmless from and defend it against all claims or losses, including court costs and reasonable attorney's fees, that are proximately caused by the acts or omissions of the

District's Board and the Bridgeport Public Schools, and their respective elected and appointed officials, department heads, agents, employees and servants, or resulting from the District's breach of this Agreement and not caused by the acts or omissions of the Company, Substitute Staff, or other employees or authorized agents of the Company. This indemnification shall survive the expiration or earlier termination of this Agreement.

5.3 **Notification; Right to Defend.** A party incurring any claim or loss for which indemnification may be provided pursuant to this Section 5 ("**Indemnified Party**") shall promptly notify the other party ("**Indemnifying Party**") in writing. The Indemnifying Party shall, at its own cost and expense, thereupon assume the defense of any third-party claim using counsel reasonably satisfactory to the Indemnified Party.

5.4 **Limitation of Damages.** Under no circumstances shall either party be liable for special, indirect, consequential, or punitive damages.

5.5 **Complete Agreement.** The parties agree that this Section 5 sets forth their complete agreement with respect to any possible indemnification claim, and waive their respective right to assert any common-law indemnification or contribution claim against the other.

6. Fees and Payment.

6.1. The Company's **Pricing Plan**, attached hereto as Addendum A and made a part of this Agreement, is accepted by the District. The Company shall submit to the District a weekly invoice showing in reasonable detail the services provided with payments being made to the Company in accordance with Section 6.6 hereof.

6.2 Pricing Plan; Changes to Pricing Plan.

(a) Should the Company and the District mutually agree to extend the agreement beyond the initial three-year term for one or two additional years, the Company and the District will negotiate the pricing plan, as set forth in Addendum A ("**Pricing Plan**"), for the extended term.

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6.3 **Use of Substitute Staff by the District Directly.** District will not hire personnel referred to District by Company as substitute staff, except as otherwise mutually agreed upon in writing by the parties. Company policy requires that the Substitute be invoiced by Company to District for 750 hours prior to District being able to hire them permanently.

6.4 **Payment.** The District shall pay the Company monthly in United States currency by check (regularly payable in the normal course of banking transactions) or electronic transfer monthly within 45 days of the date of receipt of a complete invoice.

6.5 **Sales and Use Tax.** The District represents that it is currently exempt from any sales and use taxes or similar governmental charges or value added tax imposed with respect to the services provided by the Company. If any such taxes or charges are otherwise due or are

imposed or become due, they will be the responsibility of the District.

7. Term. The term of this Agreement shall begin on May 18, 2021 and shall remain in effect through June 30, 2024 (“**Initial Term**”). Thereafter, the District may, at its sole discretion, exercise the option to extend the contract by one or two additional years (each an “**Extended Term**”). The District will take required action to extend the Agreement in regard hereto within State law to renew contract. Notwithstanding the preceding, either party may terminate this Agreement, without cause, upon written notice given within sixty (60) days prior to the expiration of the Initial Term or any Extended Term. In the event either party terminates this Agreement, the District shall pay all amounts due under the terms of this Agreement to the Company for services provided through the date of termination.

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8. Insurance Coverage. Each party shall, at its own cost and expense, maintain insurance coverage reasonably appropriate for the activities it conducts and the risks it assumes. The insurance coverage maintained by the Company shall include:

8.1 Workers’ compensation coverage of such types and in such amounts as may be required by the laws of the jurisdiction in which the services of Substitute staff are performed;

8.2 Commercial general liability coverage, including personal injury, blanket contractual liability, and broad form property damage, with a \$1,000,000 combined single limit per occurrence, \$2,000,000 aggregate;

8.3 Umbrella coverage with a \$5,000,000 combined single limit per occurrence;

8.4 Automobile liability coverage with a \$1,000,000 combined single limit;

8.5 Professional liability coverage with a \$5,000,000 limit per occurrence and in the aggregate;

8.6 Cyber liability coverage with a \$1,000,000 single limit per occurrence; and

8.7 Employer practices liability coverage with a \$1,000,000 single limit per occurrence.

9. Confidentiality. Financial statements, proposals and other business confidential information may not be subject to disclosure under the Connecticut Freedom of Information law, Section 1-210(b)(5)(A) of the Connecticut General Statutes (FOIA), if such information constitutes "trade secrets" as defined therein. If the Company desires certain information to be protected from disclosure under FOIA as a trade secret, it shall clearly identify such information, place such information in a separate envelope appropriately marked, and submit such information to the District. Such information shall be retained by the District in confidence, shall only be viewed by District employees and consultants having a "need to know", and shall be returned to the Company upon request, or will be destroyed. If a third party seeks such information, the District will give notice to the Company of the information sought so that the Company has an opportunity to dispute disclosure in a court of law

at the Company's sole cost and expense. The District shall protect information from disclosure or refuse to disclose such information unless it (i) is already known; (ii) is in the public domain through no wrongful act of the District; (iii) is received by the District from a third party who was free to disclose it; (iv) is properly disclosable under FOIA; or (v) is required to be disclosed by a court of law.

10. Miscellaneous

10.1 Amendments; Waivers. No amendment, modification, or waiver of any provision of this Agreement shall be binding unless in writing and signed by the party against whom the operation of such amendment, modification, or waiver is sought to be enforced. No delay in the exercise of any right shall be deemed a waiver thereof, nor shall the waiver of a right or remedy in a particular instance constitute a waiver of such right or remedy generally.

10.2 Notices. Any notice or document required or permitted to be given under this Agreement shall be deemed to be given on the date such notice is (i) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or (ii) deposited with a commercial overnight delivery service with delivery fees paid to the principal business address of the recipient or such other address or addresses as the parties may designate from time to time by notice satisfactory under this section. A copy of any notice to the Company shall be sent to the attention of the Company's president at the regular business address of the Company.

10.3 Governing Law. This Agreement shall be governed by the federal laws of the United States and the internal laws of Connecticut without giving effect to the principles of conflicts of laws. Each party hereby consents to the personal jurisdiction of the Federal or Connecticut courts located in District's County, and agrees that all disputes arising from this Agreement shall be prosecuted in such courts. Each party hereby agrees that any such court shall have in personal jurisdiction over such party and consents to service of process by notice sent by regular mail to the address set forth above and/or by any means authorized by Connecticut law.

10.4 Language Construction. The language of this Agreement shall be construed in accordance with its fair meaning and not for or against any party. The parties acknowledge that each party and its counsel have reviewed and had the opportunity to participate in the drafting of this Agreement and, accordingly, that the rule of construction that would resolve ambiguities in favor of non-drafting parties shall not apply to the interpretation of this Agreement.

10.5 Payment of Fees. In the event of a dispute arising under this Agreement resolved through litigation or if appealed finally resolved upon such appeal, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

10.6 Force Majeure. The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, the presence of any picket line by a collective

bargaining unit, enactment of a law, rule or regulation or a change in existing laws, rules or regulations which prevents any party's ability to perform its respective obligations under this Agreement, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the obligations of the parties and may result in the need to modify the agreement accordingly.

10.7 **Signature in Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed to be a fully-executed original.

10.8 **Signature by Facsimile.** An original signature transmitted by facsimile shall be deemed to be original for purposes of this Agreement.

10.9 **Assignment.** No party to this Agreement shall assign his rights or duties hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld in the exercise of the District's commercial business judgment. The Company may request in writing to the District the right to assign its rights and duties in connection with this Agreement or upon a sale or other disposition of all or substantially all of its business. Such request shall be in writing, shall identify the party to whom such assignment is to be made, shall provide evidence of such party's qualification, experience, and ability to assume the Company's obligations hereunder from and after the date of the proposed assignment, and shall provide such other and further information as the District may require. The District shall review such information provided and may consent to the assignment so long as the terms and conditions of such assignment are fully disclosed to the District and the assignee enters into an Assignment and Assumption Agreement for the benefit of the District acceptable to the District. Upon receiving the District's consent to such assignment, the Company shall be relieved of all further obligations under the Agreement from the date of the District's consent thereto in writing.

10.10 **No Third-Party Beneficiaries.** Except as otherwise specifically provided in this Agreement, this Agreement is made for the sole benefit of the parties. No other persons shall have any rights or remedies by reason of this Agreement against any of the parties or shall be considered to be third party beneficiaries of this Agreement in any way.

10.11 **Binding Effect.** This Agreement shall inure to the benefit of the respective heirs, legal representatives and permitted assigns of each party, and shall be binding upon the heirs, legal representatives, successors and assigns of each party.

10.12 **Titles and Captions.** All article, section and paragraph titles and captions contained in this Agreement are for convenience only and are not deemed a part of the context hereof.

10.13 **Pronouns and Plurals.** All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

10.14 **District Training -** Per District's requirement, prior to rendering services, Company will verify that the Special Education personnel have CPI or PMT training and/or CPI or PMT refresher training. Training costs are not the responsibility of the District. With District approval, Special Education personnel may render services pending completion of required training.

With the permission of the District, the Company may enroll Special Education personnel of the Company 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.

10.15 **COVID-19 Testing** – Company will request verification from personnel of negative test results at time of starting services.

10.16 **Non-Exclusive Agreement.**- Company acknowledges that District may enter into agreements with other providers for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

10.15 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions, agreements, understandings and negotiations including the attached Affirmative Action Requirements. The District and Company agree that in the event that any provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid any other provision of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

Delta-T Group Hartford, Inc.

By _____

Print: Scott McAndrews

Title: President

Date: _____

City of Bridgeport Board of Education

By _____

Signature

Michael Testani, Superintendent
Name and Title

Date _____

ADDENDUM A

PRICING PAID BY THE DISTRICT TO COMPANY

DELTA-T: RATE SCHEDULE

5/18/21 - 6/30/24

	Year 1	Year 2	Year 3
Paraprofessional (hourly)	\$20.50	\$20.50	\$21.50
Paraprofessional (Daily 6.5 hours)	\$133.25	\$133.25	\$139.75
Special Education Teacher- Substitute (hourly)	\$38.46	\$38.46	\$38.46
Special Education Teacher- Substitute (daily 6.5 hours)	\$250.00	\$250.00	\$250.00
Occupational Therapist- Substitute (hourly)	\$82.00	\$82.00	\$85.00
Occupational Therapist- Substitute (daily 7 hours)	\$574.00	\$574.00	\$595.00
Certified Occupational Therapist (COTA)-Substitute hourly	\$62.00	\$62.00	\$62.00
Certified Occupational Therapist (COTA)-Substitute daily (7 hours)	\$434.00	\$434.00	\$434.00
Nurse: LPN hourly	\$39.75	\$39.75	\$39.75
Nurse: LPN daily (7 hours)	\$278.25	\$278.25	\$278.25
Nurse: RN hourly	\$49.75	\$50.75	\$51.75
Nurse: RN daily (7 hours)	\$348.25	\$355.25	\$362.25
Social Worker (hourly)	\$37.00	\$37.00	\$38.50
Guidance Counselor (hourly)	\$37.00	\$37.00	\$38.50
Psychologist	determined on a case by case basis		
Speech and Language Pathologist	determined on a case by case basis		
BCBA (Board Certified Behavior Analyst)	determined on a case by case basis		
BT (trained Behavior Tech) hourly	\$27.00	\$27.00	\$27.00
ABA Therapist (hourly)	\$29.00	\$29.00	\$29.00
RBT (Registered Behavior Tech) (hourly)	\$35.00	\$35.00	\$35.00