



creating pathways to the future for all students

REQUEST FOR PROPOSAL

For the Provision of
OCCUPATIONAL THERAPY, PHYSICAL THERAPY, CLASSROOM (DIRECT)
NURSING, SPEECH AND LANGUAGE PATHOLOGY AND AUDIOLOGY
SERVICES FOR SPECIAL EDUCATION
On a Requirements Basis

Solicitation No. RFP 08-0002

PROPOSALS DUE: **Not later than 2:00 PM, April 2, 2008**
 Late Proposals Will Not Be Accepted

Issued by
Beaverton School District
16550 SW Merlo Road
Beaverton, Oregon 97006
March 12, 2008

REQUEST FOR PROPOSAL
OCCUPATIONAL THERAPY, PHYSICAL THERAPY, CLASSROOM (DIRECT) NURSING,
SPEECH AND LANGUAGE PATHLOGY, AND AUDIOLOGY SERVICES FOR SPECIAL EDUCATION
Solicitation No: RFP 08-0002

The purpose of this Request for Proposals (Solicitation) is to obtain competitive Offers from qualified Firms (Proposers) interested in providing the District with **Occupational Therapy, Physical Therapy, Classroom (Direct) Nursing, Speech and Language Pathology and Audiology Services for Special Education**. The desired services shall be well suited to meet the Individual Education Plan (IEP) related service requirements of a K-12 school district's special education students. Such special education students are typically between the ages of 5 and 21.

Proposers must submit an Offer pursuant to the provisions of this Solicitation to the District Purchasing Manager, or designee, at 16550 SW Merlo Road Beaverton Oregon 97006 PRIOR to the due date and time (Closing):

SOLICITATION CLOSING
April 2, 2008 at 2:00 PM

Offers will be opened and recorded. The number of Offers received, the identity of Proposers, or the contents of any Offer will not be disclosed to the public until all Offers have been evaluated, negotiations completed if required, and a recommendation for Award has been published.

Proposers are solely responsible for ensuring that the District receives its Offer.

No pre-proposal conference will be held for discussion of this RFP

Questions and comments regarding this solicitation must be in writing and directed only to the undersigned at purchasing_communications@beaverton.k12.or.us, or FAX 503-591-4139.

Sincerely,



Cynthia Roda, CPPB
Purchasing Agent

THE DISTRICT MAY REJECT ANY BID NOT IN COMPLIANCE WITH ALL PRESCRIBED REQUIREMENTS

SECTION I - INSTRUCTIONS: GENERAL PROVISIONS
OCCUPATIONAL THERAPY, PHYSICAL THERAPY, CLASSROOM (DIRECT) NURSING,
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1. **INTRODUCTION.** This Solicitation is issued pursuant to Divisions 46 and 47 of the Beaverton School District Public Contracting Rules (Rules) and ORS 279B.060. Definitions for the capitalized terms in this Solicitation can be found in the Rules which are available for review on the District Internet Website at www.beavton.k12.or.us/business/purchasing.html. The term "District" throughout this Solicitation means the Beaverton School District, the term Proposer means the Person or Firm that submits an Offer in response to this Solicitation, and the term Provider means the Proposer(s) awarded a Contract as a result of this Solicitation.
2. **SOLICITATION REVIEW.** Proposers must carefully review this Solicitation and are responsible for knowing and understanding the terms and conditions included in or applicable herein. Unless defects, ambiguities, omissions, or errors are brought to the District's attention by noon on the seventh Day prior to the Closing, protests or appeals based on such defects, ambiguities, omissions, or errors received after issuance of the Notice of Intent to Award (NIA) may not be favorably considered.
3. **OFFER.** Pursuant to BSD-47-0310, a Proposers submission in response to this Solicitation is an offer to enter into a Contract. By Signing and returning the Offer, the Proposer acknowledges it has read, understands and agrees to be bound by the terms and conditions herein. The Offer is a "firm offer," and must be held open by the Proposer for the District's acceptance for sixty (60) days. The District's Award of a Contract constitutes acceptance of the Offer and binds a Provider to the Contract. The Proposer must not make its Offer contingent upon the District's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.
4. **COOPERATIVE PROCUREMENT.** Pursuant to BSD-46-0440, this Solicitation is a Permissive Cooperative Procurement.
 - a. Authorized Agencies may utilize a Permissive Cooperative Contract pursuant to ORS 279A.215. Generally:
 - i. Authorized Agencies may establish a Contract with the Provider to purchase the Goods and Services awarded by this Solicitation;
 - ii. Authorized Agencies may not Materially Change or alter the terms, conditions, and prices from the Original Contract between the Provider and the District.
 - b. Providers must state (on the Propose Certification Sheet – Enclosure I) that it will/will not extend the terms, conditions and prices to any Participating Agency that desires to establish a Contract awarded to the Provider resulting from this Solicitation. Volumes of other agencies are not included in this Solicitation.
 - c. Pursuant to BSD-46-0560 the District may make amendments to a Permissive Cooperative Contract.
5. **OFFER PREPARATION.** Pursuant to BSD-47-0400, failure to submit Offers in accordance with the provisions of this Solicitation shall be grounds to declare the Offer as non-Responsive. Proposers must:
 - a. Submit a completed Proposal (an Offer in accordance with Section II).
 - b. Provide the District with all required or requested documents and descriptive literature;
 - c. Initial any corrections or erasures to their Offer;
 - d. Identify (on the Proposer Certification Sheet – see Enclosure I) whether the Proposer is/is not Proposer is a "resident Proposer," as defined in ORS 279A.120(1);
 - e. Provide (on the Proposer Certification Sheet, see Enclosure I) certification of nondiscrimination in obtaining any required subcontractors in accordance with ORS 279A.110(4); and
 - f. Provide (on the Proposer Certification Sheet - see Enclosure I) Written acknowledgment of receipt of all Addenda.
6. **OFFER SUBMISSION.** Pursuant to BSD-47-0410:
 - a. To ensure proper identification and handling, Offers must be submitted in a sealed envelope marked with the Proposers name and address and the RFP number in large block numbers.
 - b. Offers must be mailed or hand delivered to 16550 SW Merlo Road, Beaverton, OR 97006. Facsimile Offers will not be accepted.
 - c. The District is not responsible for Offers submitted in any manner, format or to any delivery point other than as required.

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SPEECH AND LANGUAGE PATHOLOGY AND AUDIOLOGY SERVICES FOR SPECIAL EDUCATION
Solicitation No. RFP 08-0002

- d. Proposers are solely responsible for ensuring that the District receives their Offer at the required delivery point prior to Closing.
- 7. **ADDENDA.** Pursuant to BSD-47-0430:
 - a. The District may change this Solicitation only by Written Addenda.
 - b. Proposers must provide written acknowledgment of receipt of any Addenda on the provided Proposer Certification Sheet (Enclosure I).
 - c. The District shall issue Addenda to all known plan holders by facsimile and/or email.
 - d. Proposers are responsible to make inquiry as to all addenda issued. Proposers should frequently check with the District regarding Addenda until the Closing, (i.e., at least once weekly until the week of the Closing).
 - e. At its discretion, the District may extend the Closing to allow Proposers time to analyze and adjust to changes.
- 8. **MODIFICATION OR WITHDRAWAL.** Pursuant to BSD-47-0440, a Proposer may modify or withdraw its Offer in writing only prior to Closing. Modification or withdrawal must be marked and delivered as described in OFFER SUBMISSION above. A Proposer may also deliver its modification or withdrawal in person. Proposers are responsible for ensuring that the District receives its modification or withdrawal. Modification or withdrawals must be prepared and submitted on the Proposer's letterhead, signed by an authorized representative of the Proposer.
 - a. Modifications. Must state that the modification amends and supersedes the prior Offer.
 - b. Withdrawals. When in person the Proposer must present appropriate identification and evidence of authority satisfactory to the District. The District must void any date and time stamp mark.
- 9. **RECEIPT, OPENING, AND RECORDING OF OFFERS.** Pursuant to BSD-47-0450:
 - a. The District must electronically or mechanically time-stamp or hand-mark each Offer and any modification upon receipt. The Districts' official bid time clock is located in the lobby of the District Administration Center at 16550 SW Merlo Road. In the event an Offer is too large to be time stamped a separate piece of paper will be time stamped and attached to the Offer or the envelope will be marked by hand with the date and time received.
 - b. The District shall not be responsible for the premature opening or failure to open an Offer that is not properly addressed and/or identified.
 - c. Offers will be opened and recorded. The number of Offers received, the identity of Proposers, or the contents of any Offer will not be disclosed to the public until all Offers have been evaluated, negotiations completed if required, and a recommendation for Award has published.
- 10. **LATE OFFERS, WITHDRAWALS, OR MODIFICATIONS.** Pursuant to BSD-47-0460, any Offer received after Closing is late. A Proposers request for withdrawal or modification of an Offer received after Closing is late. The District must not consider late Offers, withdrawals or modifications except as permitted in MISTAKES BY PROPOSER below. The District reserves the right to consider Offers that have been delayed or mishandled by the District.
- 11. **MISTAKES BY PROPOSER.** Pursuant to BSD-47-0470, the District shall carefully consider whether to permit waiver, correction or withdrawal of Offers for certain mistakes. The District must not allow a Proposer to correct or withdraw an Offer for an error in judgment. The District must reject any Offer in which a mistake is evident on the face of the Offer and the intended correct Offer is not evident or cannot be substantiated from documents accompanying the Offer. If mistakes in an Offer are discovered after Opening, but before Award of the Contract, the District may:
 - a. Waive, or permit a Proposer to correct, a minor informality; a matter of form rather than of substance that is evident on the face of the Offer, or an insignificant mistake that can be waived or corrected without prejudice to other Proposers.
 - b. The District may correct a clerical error if the error is evident on the face of the Offer, or other documents submitted with the Offer, and the Proposer confirms the District's correction in writing.

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Solicitation No. RFP 08-0002

- c. The District may permit a Proposer to withdraw an Offer based on one or more clerical errors in the Offer only in accordance with BSD-47-0470(2)(c) and (d).

12. AWARD. Pursuant to BSD-47-0600:

- a. Award in part or in whole is contingent upon available funding. In the event adequate funds are not appropriated and allocated by the School Board the District reserves the right to cancel any Solicitation at no penalty.
- b. If awarded, the District shall award a Personal/Professional Services Contract on a Requirements Basis only to the responsible Proposer that submits the most advantageous of those submitted, and that meets the minimum technical requirements and all of the requirements of Section II.
- c. The District may award by item, groups of items or the entire Offer.
- d. The District may Award multiple Contracts if beneficial to the District for adequate availability, delivery, service, competition, pricing, product capabilities, or other factors deemed significant by the District. This notice of Multiple Awards does not preclude the District from awarding a single Contract.
- e. The District may award a Contract for parts of the Solicitation for which acceptable Offers have been received.
- f. The District may award all or none of the Offers if the evaluation shows an all or none Award to be the most Advantageous or in the best interest of the District.
- g. The District may reject all or part of Offers and may issue a new Solicitation on the same or revised terms, conditions and Specifications.
- h. When Offers are identical the District must Award the contract Pursuant to BSD-46-0300.

13. NOTICE OF INTENT TO AWARD. Pursuant to BSD-47-0610, the District must provide written notice of its Intent to Award (NIA) to all Proposers at least FIVE (5) business days before the Award of a Contract, unless the District determines that circumstances require prompt execution of the Contract. The NIA will be sent by Fax and/or email to all Proposers. The District's Award must not be final until the latter of the following: FIVE (5) Days after the date of the NIA, or until the District provides written response to all timely filed protests denying the protest(s) and affirming the Award.

14. OFFER REJECTION. Pursuant to BSD-47-0640:

- a. The District may reject any Offer:
 - i. When the rejection is in the best interest of the District.
 - ii. When the Offer is contingent upon the District's acceptance of terms and conditions (including Specifications) that differ from the Solicitation.
 - iii. When the Offer takes exception to terms and conditions (including Specifications) set forth in the Solicitation.
 - iv. That fails to meet the Specifications of the Solicitation.
 - v. That is submitted late.
 - vi. Not in substantial compliance with the Solicitation or with all prescribed public procurement procedures.
 - vii. Not in compliance with ORS 279B.120, 279B.130, 279A.105.
 - viii. When the Proposer is non-responsible pursuant to ORS 279B.110.
- b. The District may reject all Offers based upon the following criteria:
 - i. As set forth in ORS 279B.100. The District must notify all Proposers of the rejection, along with the reasons for rejection.
 - ii. The content of or an error in the Solicitation or the Procurement Process unnecessarily restricted competition for the Contract.
 - iii. The price, quality or performance presented by the Proposers are too costly or of insufficient quality to justify acceptance of any Offer.
 - iv. Misconduct, error, or ambiguous or misleading provisions in the Solicitation threaten the fairness and integrity of the competitive process.
 - v. Causes other than legitimate market forces threaten the integrity of the competitive process. Such as collusion, corruption, and/or inadvertent or intentional errors in the Solicitation.
 - vi. Any other circumstance indicating that awarding the Contract would not be in the public interest.

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Solicitation No. RFP 08-0002

15. **DISPUTES.** In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the District shall be final and binding upon all parties.
16. **CONFIDENTIALITY.**
- a. The District is subject to the Oregon Public Records Law (ORS 192.410 to 192.506) except as expressly exempted in ORS 192.501, 192.502, or other applicable law. An exemption that could be relevant includes trades secrets (ORS 192.501 (2)). The District will not disclose records submitted by a Proposer that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.
 - i. All pages contain the records exempt from disclosure shall be marked "confidential" and segregated in the following manner:
 - A. It shall be clearly marked in bulk and on each page of the confidential document.
 - B. It shall be kept separate from the other RFP documents in a separate envelope or package.
 - C. Where this specification conflicts with other formatting and response instruction specifications, this specification shall prevail.
 - D. Where such conflict (in C above) occurs, the proposer is instructed to respond with the following: "Refer to confidential information enclosed."
 - E. The statement (in D above) shall be inserted in the place where the requested information was to have been placed.
 - b. Proposers who desire that additional information be treated as confidential must mark those pages as "confidential"; cite a specific statutory basis for the exemption, and the reasons why the public interest would be served by the confidentiality. The entire RFP cannot be marked confidential, nor, shall any pricing. Should an RFP be submitted in this manner, no portion of it can be held as confidential unless that portion is segregated in the above manner and meets the above criteria.
 - c. Notwithstanding the above procedures, the District reserves the right to disclose information that the District determines, in its sole discretion, is not exempt from disclosure or that the District is directed to disclose by the District Attorney or a court of competent jurisdiction. Prior to disclosing such information, the District will notify the Proposer. If the Proposer disagrees with the District's decision, the District may, but is not required to enter into an agreement not to disclose the information so long as the Proposer bears the entire cost, including reasonable attorney's fees, of any legal action, including any appeals, necessary to defend or support a no-disclosure decision.
17. **COLLUSION.** A Proposer submitting a Proposal hereby certifies that no officer, agent or employee of the District has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion or connection of any kind with any other Proposer and that the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm
18. **PROTEST, CHANGE, CLARIFICATION.** Pursuant to BSD-47-0730, Proposers may request changes or clarification to, or protest, the terms and conditions and/or the specifications of this Solicitation:
- a. Questions. All questions regarding this Solicitation must be submitted in writing to the attention of the District Purchasing Manager or designee. No oral questions will be accepted other than at the pre-Solicitation conference. All questions received prior to the deadline will be answered by Addenda.
 - b. Change, Clarification, Protest. A prospective Proposer may protest the Procurement Process or the Solicitation Document as set forth in ORS 279B.405(2). Proposer written comments shall include:
 - i. A detailed statement of the legal and factual grounds for the change, clarification, or protest;
 - ii. A description of the resulting prejudice to the Proposer; and
 - iii. A statement of the form of relief requested or any proposed changes to the contract terms and conditions or specifications.
 - c. Delivery. Written questions, changes, clarification, or protest must be faxed to (503) 591-4139, emailed to purchasing_communications@beaverton.k12.or.us or hand delivered to the attention of Purchasing 16550 SW Merlo Road, Beaverton, OR.

SECTION I - INSTRUCTIONS: GENERAL PROVISIONS
OCCUPATIONAL THERAPY, PHYSICAL THERAPY, CLASSROOM (DIRECT) NURSING,
SPEECH AND LANGUAGE PATHOLOGY AND AUDIOLOGY SERVICES FOR SPECIAL EDUCATION
Solicitation No. RFP 08-0002

- d. **Deadline.** Questions, changes, clarifications, or protests must be received by the District by noon on the seventh (7th) Day prior to the Closing.
- e. **Response.** All Proposers will be provided notice of the District's determination (i.e. entirely rejects or agrees with) in a written addenda to any questions, changes, clarification or protest.
- f. **Protesters** must exhaust all administrative remedies before seeking judicial review.

19. AGGRIEVED PROPOSER.

- a. A Proposer may protest the Award of a Contract, or the Intent to Award a Contract if:
 - i. The Proposer is adversely affected because the Proposer would be eligible for Award of the Contract in the event that the Protest were successful; and
 - ii. The reason for the Protest is that (the aggrieved Proposer must provide details):
 - A. All higher scoring Offers are non-responsive;
 - B. The District has failed to conduct the evaluation of Offers in accordance with the criteria or processes described in the Solicitation;
 - C. The District's evaluation of Offers or the District's subsequent Intent to Award is otherwise in violation of the provisions of ORS 279A or 279B.
- b. Protests must be made in Writing and shall specify the grounds for the Protest as outlined above. Protests may be faxed to 503-591-4139. Aggrieved Proposer is responsible to ensure receipt of the protest.
- c. The aggrieved Proposer must serve all other Proposers by Fax with notice of its appeal to allow for rebuttal.
- d. The District must not consider a Protest submitted after 12:00 Noon on the SEVENTH (7th) Day after the date of the Notice of Intent to Award.
- e. The District must issue a Written Disposition of the Protest in a timely manner. The District's Purchasing Manager has the authority to settle any protest. If a Protest is not settled by the Purchasing Manager, the Associate Superintendent for Fiscal Affairs and Support, or designee, has the authority to resolve the Protest. If the District upholds the Protest, in whole or in part, the District may in its sole discretion either Award the Contract to the successful protestor or cancel the Solicitation.
- f. Proposers must exhaust all administrative remedies before seeking judicial review.

20. CANCELLATION. The District reserves the right to cancel this RFP at any time if cancellation is deemed to be in the District's best interest. In no event shall the District have any liability for the cancellation. The Proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

21. OFFER COSTS. The District is not liable for any costs incurred by the Proposer in its Offer preparation.

SECTION II - STATEMENT OF WORK
OCCUPATIONAL THERAPY, PHYSICAL THERAPY, CLASSROOM (DIRECT) NURSING,
SPEECH AND LANGUAGE PATHOLOGY AND AUDIOLOGY SERVICES FOR SPECIAL EDUCATION
Solicitation No. RFP 08-0002

SCOPE.

The District is seeking organization(s) capable to supply and administer oversight of their staff providing Occupational Therapy, Physical Therapy, Classroom (Direct) Nursing, Speech and Language Pathology and/or Audiology Services to Beaverton School District special education students from ages 5-21 that require such services as determined in their Individual Education Programs (IEPs). The District is seeking firms capable of providing all of the required services areas and will give preference to these firms. However, the District will also consider firms capable of providing one or some of the service areas. Awarded Proposer(s) shall work in harmony and shall cooperate with service area providers from other service providers.

1. **BACKGROUND.** The Beaverton School District is Oregon's third largest with approximately 37,500 students (K-12) instructed in 47 school facilities. Grades K-5 (elementary school) include approximately 17,500 students, Grades 6-8 (middle school) includes approximately 8,200 students and Grades 9-12 (high school) include approximately 11,800 students. Note: Student counts within this document are approximate.

SERVICES (Special Education Students)	NUMBER OF STUDENTS
Qualify for Special Education Services	4300 (ages 5-21)
Occupational Therapy Services (Individual Education Program (IEP) Determined)	272 (ages 5-21)
Physical Therapy Services (Individual Education Program (IEP) Determined)	62 (ages 5-21)
Nursing Services (Direct)	13 (ages 5-21)
Speech and Language Pathology (Individual Education Program (IEP) Determined)	1700 (ages 5-21)
Audiology (Non-Special Education Students) Hearing Screening Services Special Education Eligibility Assessment	8,750 (3 elementary grade levels, and other students as required for special education eligibility purposes)

Oversight for special education services is provided via a District Regional Administrator, Special Education Director and three (3) Assistant Special Education Directors.

Special Education services are provided to qualified students at every school in the District. Approximately 25% of special education students received special education services via a specialized program that is located at some, but not all schools in the District. Specialized programs have been developed to provide specially designed instruction to students with autism, mental retardation, significant medically fragile diagnoses, behavioral disorders and significant learning disabilities.

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OCCUPATIONAL THERAPY, PHYSICAL THERAPY, CLASSROOM (DIRECT) NURSING,
SPEECH AND LANGUAGE PATHOLOGY AND AUDIOLOGY SERVICES FOR SPECIAL EDUCATION
Solicitation No. RFP 08-0002

2. **PERFORMANCE LEVELS.** Requirements as set forth in this proposal are meant to indicate minimum acceptable levels of performance. Proposers are to present their proposals in such form as to meet or exceed all requirements stated.
3. **DETAILED PERFORMANCE STANDARDS & REQUIREMENTS.** Proposer(s) shall provide one, some or all of the following service areas: Occupational Therapy, Physical Therapy, Classroom (Direct) Nursing, Speech and Language Pathology and/or Audiology Services to Special Education students from ages 5-21 that require such services as determined in their Individual Education Programs (IEPs). Proposers shall provide the following for each service proposed:
 - a. **OCCUPATIONAL THERAPY AND PHYSICAL THERAPY SERVICES**
 - i. Occupational Therapy and Physical Therapy Services shall include, but are not limited to:
 - A. Services performed in a direct, a consultative manner or combination of the two.
 - B. Attendance at the Individual Education Program (hereinafter referred to as IEP) team meetings for students served
 - C. Writing appropriate IEP goals for students served
 - D. Review data on progress towards goals
 - E. Provide feedback to parents via an IEP progress report
 - (i) At least as often as general education students receive report cards, typically every trimester or quarter
 - F. Become an active member of the Special Education Team (SET) of the schools where they are scheduled to serve students
 - (i) Special Education Teams (SET) meet weekly
 - (ii) Review referrals for special education evaluation and eligibility
 - G. Evaluate students to assist special education eligibility
 - (i) Determine eligibility for special education services.
 - (ii) Evaluation data provided used in determining if OT and/or PT services are required service(s) for students to receive a Free Appropriate Public Education (FAPE).
 - H. Complete procedural requirement paperwork
 - (i) Within legally required timelines
 - (ii) Submit paperwork within timelines to
 - (1) District Special Education Office
 - (2) Parents
 - (3) Team members within these timelines.
 - b. **CLASSROOM (DIRECT) NURSING SERVICES**
 - i. Classroom (Direct) Nursing Services shall include, but are not limited to:
 - A. Direct nursing services, typically, required throughout the school day, including:
 - (i) Nursing
 - (ii) Medical procedures that require use of specialized equipment.
 - c. **SPEECH AND LANGUAGE PATHOLOGY SERVICES**
 - i. Speech and Language Pathology Services shall include, but are not limited to:
 - A. Services performed
 - (i) In a direct
 - (ii) In a consultative manner
 - (iii) In a combination of direct and consultative
 - B. Provide case management services for students that are determined eligible for special education due to a primary eligibility of Communication Disorder.
 - C. Attendance at the Individual Education Program (EP) team meetings for students served
 - D. Write appropriate IEP goals for students served
 - E. Review data on progress towards goals
 - F. Provide feedback to parents via an IEP progress report
 - (i) At least as often as general education students receive report cards,

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OCCUPATIONAL THERAPY, PHYSICAL THERAPY, CLASSROOM (DIRECT) NURSING,
SPEECH AND LANGUAGE PATHOLOGY AND AUDIOLOGY SERVICES FOR SPECIAL EDUCATION
Solicitation No. RFP 08-0002

- (1) Typically every trimester or quarter
- G. Become an active member of the Special Education Team (SET) of the schools where scheduled to serve students
 - (i) Special Education Teams (SET) meet weekly
 - (ii) Review referrals for special education evaluation and eligibility
- H. Evaluate students to assist special education eligibility
 - (i) Determine eligibility for special education services.
 - (ii) Evaluation data provided used in determining if speech/language pathology services are required service(s) for students to receive a Free Appropriate Public Education (FAPE).
- I. Complete procedural requirement paperwork
 - (i) Within legally required timelines
 - (ii) Submit paperwork within these timelines to
 - (1) District Special Education Office
 - (2) Parents
 - (3) Team members
- d. **AUDIOLOGY SERVICES**
 - i. Audiology services shall include, but are not limited to:
 - A. Provide audiology screening to elementary students
 - (i) Follow-up screening for students that don't pass initial screening.
 - B. Provide audiology screening to students referred for special education evaluation when audiological evaluation is required for eligibility purposes.
 - C. Complete written reports and any other paperwork required
 - D. Participate as a member of the Special Education Team (SET) when requested
 - E. Consult on issues specific to individual student needs
 - (i) With teachers
 - (ii) With building staff
 - (iii) With special education directors
 - (iv) Can include the monitoring of personal amplification devices
 - (1) Hearing aids and/or
 - (2) Frequency Modulation (FM) systems
- e. **SERVICE PROVIDER QUALIFICATIONS/REQUIRED EXPERIENCE AND CAPACITY**
 - i. The service provider organization shall, at minimum, possess the following:
 - A. Employ and provide service staff holding appropriate, current Oregon license(s)
 - (i) Nursing provider(s) must hold an LPN licensure at minimum
 - (ii) Occupational therapy provider(s) must hold Oregon licensure as an Occupational Therapist
 - (iii) Certified Occupational Therapy Assistant providers must hold Oregon licensure as a Certified Occupational Therapist Assistant (COTA)
 - (iv) Physical Therapy provider(s) must hold Oregon licensure as a Physical Therapist
 - (v) Licensed Physical Therapy Assistant providers must hold Oregon licensure as a Licensed Physical Therapy Assistant (LPTA)
 - (vi) Speech/language Pathologist providers must hold licensure by Oregon Teacher Standards Practices Commission and/or Oregon Board of Examiners for Speech/Language Pathology and Audiology
 - (vii) Speech/Language Pathologist Assistants (SLP-A) must hold licensure by the Oregon Board of Examiners for Speech/Language Pathology and Audiology
 - (viii) Audiologist providers must hold Oregon licensure by the Oregon Board of Examiners for Speech/Language Pathology and Audiology
 - (ix) Audiometrist providers must hold Oregon licensure by the Oregon Board of Examiners for Speech/Language Pathology and Audiology
 - B. Ratio of OT to COTA, PT to LPTA, SLP to SLP-A and Audiologist to Audiometrist to be such that adequate supervision of staff and required student service level is maintained.

SECTION II - STATEMENT OF WORK
OCCUPATIONAL THERAPY, PHYSICAL THERAPY, CLASSROOM (DIRECT) NURSING,
SPEECH AND LANGUAGE PATHOLOGY AND AUDIOLOGY SERVICES FOR SPECIAL EDUCATION
Solicitation No. RFP 08-0002

- C. Service providers shall meet the same minimum fingerprinting requirements as all District staff members working with students in schools LEDS background checks and ODE fingerprint records
 - (i) Proposer shall have on file current, successfully (passed) LEDS background checks and ODE fingerprint checks records for all service providers, or
 - (ii) Service providers shall submit to and pass the District-administered LEDS background check and ODE fingerprinting
 - (1) Cost of fingerprinting (\$77.00) paid by Proposer
 - (2) LEDS at no cost
 - (3) Shall be completed prior to contact with student(s)
 - (iii) District reserves the right to (may) require District-administered LEDS background check and ODE fingerprinting at District Discretion
 - (1) In addition to current records held by proposer
 - (2) When LEDS records and/or ODE fingerprints are not current, unacceptable or nonexistent
 - (3) Cost of fingerprinting (\$77.00) paid by Proposer
 - (4) LEDS at no cost
 - ii. Service provider capacity and expertise in student pediatrics
 - A. Sufficient administrative staff to provide adequate oversight of provided staff in the service areas proposed per the scope of work of this solicitation
 - B. Experience providing proposed service to organization of like size and scope.
 - (i) Demonstrated experience and expertise in the service delivery of medical services in an education setting/environment.
- f. **SERVICE PROVIDER SCHEDULE/AVAILABILITY REQUIRED:**
- i. Service area providers shall be available:
 - A. During the school year as defined by the Beaverton School District school calendar (see Enclosure IV, and
 - B. Up to two weeks prior to start of District school calendar, and
 - C. Up to two weeks following last day of District school calendar on an as needed basis for specific staff
 - D. Six (6) -week summer program schedule
 - (i) Anticipated, but not guaranteed, dates for 2008 are June 23-August 8
 - (ii) Includes approximately,
 - (1) 60 Occupational Therapy students
 - (2) 30 Physical Therapy students
 - (3) 13 Direct Nursing students
 - (4) 60 Speech and Language Pathology students
 - (5) 0 Audiology Students
4. **CONTRACT.** The successful Proposer(s) will receive a Personal/Professional Services Contract on a Requirements Basis. A sample is enclosed herein and its terms and conditions are incorporated by reference. See Enclosure III.
5. **CONTRACT TERM.**
- a. **CONTRACT PERIOD.** The contract period shall be from contract execution through June 30, 2008.
 - b. **RENEWAL OPTION.** This contract may be renewed upon mutual agreement of the District and Provider for up to four (4) additional one (1) year periods, through June 30, 2012.

SECTION III – INSTRUCTIONS: RESPONSE AND EVALUATION
OCCUPATIONAL THERAPY, PHYSICAL THERAPY, CLASSROOM (DIRECT) NURSING,
SPEECH AND LANGUAGE PATHOLOGY AND AUDIOLOGY SERVICES FOR SPECIAL EDUCATION
Solicitation No. RFP 08-0002

3. **PROPOSAL CONTENT AND EVALUATION CRITERIA.** Proposers shall present a proposal containing the specific information requested below, in the order presented below to provide a uniform basis for evaluation of all proposals received. Proposals shall be presented as listed, and in the same order. The relative importance of the categories is indicated by the “Points” shown for each Evaluation Factor – 115 points total. The proposals shall be evaluated in accordance with these point ratings.

Evaluation Criteria		Points
a.	Insurance Requirements	Pass/Fail
b.	Service Areas Proposed	10
c.	School-Based Service Provision Philosophy and Methodology	20
d.	Equipment/Logistic Requirements/Provision	5
e.	Therapy Equipment Requirements/Provision	5
f.	Proposers Capacity	15
g.	Firm/Company Qualifications and Experience	15
h.	Provider Qualifications and Experience	15
i.	Line-Item Pricing	15
j.	References	10
Total Score		110 Points
k.	Additional Data (Bonus Points)	5
Total Maximum Possible Score		115 Points

Clearly address all specification requirements even if not specifically incorporated below:

- a. INSURANCE REQUIREMENTS
 - i. Provide a statement of agreement to the insurance clause in the sample Personal/Professional Services Contract on a Requirements Basis (see Enclosure III).
- b. SERVICE AREAS PROPOSED
 - i. List the service area(s) proposed. Full value of this element given to proposals including all service areas. Two (2) points will be given per service area proposed.
- c. SCHOOL-BASED SERVICE PROVISION PHILOSOPHY AND METHODOLOGY
 - i. Provide a brief narrative stating and explaining Proposer's philosophy and methodology for provision of school-based services
 - A. Detail/explain how the organization determines appropriate staffing levels, provides administrative oversight of staff
 - B. Detail/explain how proposed service area(s) requirements are met. Include:
 - (i) How the minimum requirements are met for each service area proposed (broken out by service area)
 - (ii) Describe the capacity available
 - (iii) DIRECT NURSING SERVICES ONLY - Describe how continued nursing services to students will be provided during staff required breaks and mealtime breaks.
 - C. Provide the ratio used and explain how the ration was determined in assigning providers per proposed area assuring adequate supervision of staff and maintaining required student service level
 - (i) OT to COTA
 - (ii) PT to LPTA
 - (iii) SLP to SLP-A
 - (iv) Audiologist to Audiometrist
- d. EQUIPMENT/LOGISTIC REQUIREMENTS/PROVISION
 - i. Detail office logistics and office equipment requirements and provisions for office space and equipment.
 - A. State if proposing to provide staff only or provide staff as well as office equipment, tools, staff-required materials for performance of required duties

SECTION III – INSTRUCTIONS: RESPONSE AND EVALUATION
OCCUPATIONAL THERAPY, PHYSICAL THERAPY, CLASSROOM (DIRECT) NURSING,
SPEECH AND LANGUAGE PATHOLOGY AND AUDIOLOGY SERVICES FOR SPECIAL EDUCATION
Solicitation No. RFP 08-0002

e. THERAPY EQUIPMENT REQUIREMENTS/PROVISION

- i. Detail therapy equipment provisions, if any, by the Proposer for Proposer's staff to use in providing school-based therapy to students.
 - A. State if proposing to provide staff only or provide staff as well as therapy equipment, tools, staff-required materials for performance of required duties
 - B. If none provided, state none.

f. PROPOSER CAPACITY

- i. Provide a brief narrative explaining Proposer's capacity for each service area proposed. Demonstrate/explain:
 - A. Ability to meet the District's requirements and numbers as detailed in the scope of work and how the District's requirements will be met.
 - B. Priority assigned to the Beaverton School District
 - C. Your ability to manage projects simultaneously and expeditiously

g. FIRM/COMPANY QUALIFICATIONS AND EXPERIENCE

- i. Provide a brief narrative of your firm's background and history. Generally describe previous experience related to furnishing the service areas proposed.
- ii. Describe your firm's responsibilities and the scope of work for at least two projects similar to the complexity and magnitude of the scope of work of this solicitation. These must be included as two (2) of the required three (3) references.
- iii. Provide and explain the following:
 - A. Your approach to problem/task resolution.
 - B. Disclose in detail anything that may create a conflict or appearance of a conflict of interest.
 - C. Disclose whether, within the last five years, your organization or an officer or principal has been involved in any business litigation or other legal proceedings. If so, please provide an explanation and indicate the current status or disposition.
 - D. Name of principal(s) and principal project contact

h. PROVIDER QUALIFICATIONS AND EXPERIENCE

- i. List key personnel. Describe the roles of key personnel involved in the delivery of the service providing clear statements of each individual's title, responsibilities, qualifications and experience including degrees, certifications and licenses. Attach resumes of those that will be involved.

i. LINE-ITEM PRICING

- i. Provide a line-item budget for the proposed contract using a clear, concise form of your own design. This list shall include:
 - A. A complete list of all services that will be available to the District.
 - B. An itemized list of fees and explanations.
 - C. The fees schedules shall specify the charge for the services outlined in this proposal and will specify any other fee or charge and its basis, if applicable. Detail:
 - (1) Hourly rate for each service area (list "regular" schedule and "summer" schedule hours)
 - (2) List Hourly rate for administrative oversight, if any charge. If no additional charge, enter "None".
 - (3) List all costs, if any, associated with office equipment, tools, staff-required materials for performance of required duties, if any. If no charge, enter "None".
 - (4) List all costs, if any, associated with therapeutic equipment, tools, staff-required materials for performance of required duties, if any. If no charge, enter "None".
 - (5) Provide information regarding additional fees, if any.
 - Detail each of these fees (i.e. mileage)
 - List "None" if no additional fees.

j. REFERENCES

SECTION III – INSTRUCTIONS: RESPONSE AND EVALUATION
OCCUPATIONAL THERAPY, PHYSICAL THERAPY, CLASSROOM (DIRECT) NURSING,
SPEECH AND LANGUAGE PATHOLOGY AND AUDIOLOGY SERVICES FOR SPECIAL EDUCATION
Solicitation No. RFP 08-0002

- i. Provide three (3) current and valid professional references for three projects similar to the complexity and magnitude of the scope of work in this solicitation.
 - ii. Two (2) of the references must be the same as provided in Firm/Company Qualifications and Experience above.
 - iii. References shall be supplied using the enclosed reference sheet (see Enclosure II) may be duplicated as needed).
- k. ADDITIONAL DATA (Bonus Points)
- A. Provide and detail any additional information that will aid in evaluation of the response. The District may consider the item(s) for bonus points.
 - B. This item is not required for the Offer to be Responsive.
 - C. This part of the Offer may include:
 - (i) Descriptions of any enhancements or additional services or qualifications the Proposer may provide that are not mentioned in this Solicitation.
 - (ii) Detail and describe any other services or capabilities that demonstrate why your company is the best choice for the District.

ENCLOSURES
OCCUPATIONAL THERAPY, PHYSICAL THERAPY, CLASSROOM (DIRECT) NURSING,
SPEECH AND LANGUAGE PATHOLOGY AND AUDIOLOGY SERVICES FOR SPECIAL EDUCATION
Solicitation No. RFP 08-0002

- | | |
|----------------------|--|
| ENCLOSURE I | PROPOSER CERTIFICATION SHEET |
| ENCLOSURE II | REFERENCE SHEET |
| ENCLOSURE III | PERSONAL/PROFESSIONAL SERVICES CONTRACT
ON A REQUIREMENTS BASIS |
| ENCLOSURE IV | 07-08 & 08-09 DISTRICT CALENDARS |

PROPOSER CERTIFICATION
OCCUPATIONAL THERAPY, PHYSICAL THERAPY, CLASSROOM (DIRECT) NURSING,
SPEECH AND LANGUAGE PATHOLOGY AND AUDIOLOGY SERVICES FOR SPECIAL EDUCATION

Legal Name of Firm: _____

Mailing Address: _____

The undersigned certifies and agrees:

The prices in this Offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer relating to (i) those prices, (ii) the intention to submit an Offer, or (iii) the methods or factors used to calculate the prices Offered.

If this Offer is accepted by the District, to furnish any or all items or services upon which prices are Offered, delivered at the designated point, within the time specified.

That the person signing this Offer is fully authorized to sign on behalf of the Firm and to fully bind the Firm to all provisions and clauses of this Solicitation.

That the Firm (check one) will ____ / will not ____ extend the terms, conditions and prices to any Participating Agency that intends on establishing a Contract awarded to the Firm resulting from this Solicitation.

That if required, that the Provider is registered with the Oregon Secretary of State Office as required by ORS Chapters 58, 60, 62, 63, 65, 67, 70 and 648.

That the Firm not discriminate when obtaining any required subcontractors in accordance with ORS 279A.110(4).

That the Firm acknowledges receipt of the following addenda: (List by number and date appearing on addenda.)

Addenda No.	Date	Addenda No.	Date
_____	_____	_____	_____
_____	_____	_____	_____

Pursuant to ORS 279A.120, Provider (check one) is ____ / is not ____ an Oregon resident Bidder.

If not, indicate State of residency: _____.

Respectfully submitted this _____ day of _____, 20____.

Signature: _____

Name: _____
(type/write)

Title: _____

Phone: _____

Fax: _____

Social Security or
Employer Identification Number: _____

Independent Contractor Certification Statement

This form shall be returned with the Providers' Offer.

If Provider signs Part A (qualifies), the remainder of this Certification Statement does not need to be completed.

Part A. Provider is a Corporation:

The Provider/Firm is a corporation authorized to do business in the State of Oregon.

Provider Signature: _____ Date: _____

Part B. Provider is an Independent Contractor:

I, under penalties of perjury, certify that I am an independent contractor as defined in ORS 670.600 and that the following statements are true and correct:

1. I have filed Federal and State income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for labor or services performed as an independent contractor in the previous year.
2. I will furnish the tools or equipment necessary for the contracted labor or services.
3. I have the authority to hire and fire employees who perform the labor or services.
4. I represent to the public that the labor or services are to be provided by my independently established business as four (4) or more of the following circumstances exist.

(Please check all that apply):

- ☐ A. The labor or services are primarily carried out as a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.
- ☐ B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership with _____.
- ☐ C. Telephone listing is used for the business that is separate from the personal residence listing.
- ☐ D. Labor or services are performed only pursuant to written contracts.
- ☐ E. Labor or services are performed for two or more different persons or agencies within a period of one year.
- ☐ F. I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Provider Signature: _____ Date: _____



PROPOSER REFERENCE SHEET

The number of References required in Response to this RFP is **three (3)**. **References shall be supportive. Proposers shall use a separate copy of this form for each reference required.**

Date(s) Work Performed: _____

Name of Project(s): _____

Name of Company: _____

Address: _____

Contact Name: _____

Method: Subjective Evaluation

Each reference may be checked for, but not limited to, adherence to contract terms and conditions, timelines, quality standards, project being of similar size, scope and complexity.



**PERSONAL/PROFESSIONAL SERVICES
CONTRACT ON A REQUIREMENTS BASIS**

Contract No: 08-0002

This is not an order

**** SAMPLE ****

This Contract is made and entered into by and between:

_____ Firm Legal Name _____ Address _____ City, State, Zip	Beaverton School District 16550 SW Merlo Road Beaverton, Oregon 97006 Attention: Eric Wicks, Purchasing Manager
---	--

SUPERSEDING EFFECT.

There are no covenants, promises, agreements, conditions or understandings between the Parties, either oral or written, other than those contained in this Contract. All attachments hereto together constitute the entire agreement between the Parties (listed in order of precedence): 1) Exhibit A Terms and Conditions; 2) Exhibit B Contractor Response; and 3) the terms and conditions of the Statement of Work pursuant to RFP 08-0002 (incorporated by reference).

CONSIDERATION.

Contractor shall perform the Work required in consideration for which the District agrees to pay for the Work in a manner further described in this contract.

CONTRACT PERIOD.

The contract period shall be upon execution to June 30, 2008.

RENEWAL OPTION.

This contract may be renewed upon mutual agreement of the Parties for four (4) additional one (1) year periods.

CONTRACT MANAGER.

The District Contract Manager is the Administrator for Professional Instruction.

In consideration of the mutual covenants, stipulations and agreements, the Parties hereto do Contract and acknowledge that they have read and understand this Contract and agree to be bound by its terms and conditions:

Beaverton School District Eric Wicks, CPPB _____ Signature Purchasing Manager Phone/Fax : 503-591-4461 / 503-591-4139 Date: _____	_____ Firm _____ (typed or printed name of officer) _____ Signature Title: _____ Phone/Fax: _____ Date: _____ _____ Employer Id Number or Social Security Number
--	--

This contract is pursuant to Oregon Revised Statutes (ORS 279 A, B and C) and Beaverton School District Public Contracting Rules which can be located at the following World Wide Web URL: www.beaverton.k12.or.us/pdf/bus_off_BSD_Public_Contracting_Rules.pdf

EXHIBIT A – Terms and Conditions – Professional Services Contract, RFP 08-0002

1. **ASSIGNMENT.** The Contractor may not assign, sell, dispose of, or transfer rights or subcontract Work under the Contract, either in whole or in part, without the District's prior written consent.

2. **AUTHORITY.** The Contractor represents and warrants that it has the power and authority to enter into and perform the Contract and that the signer of this Contract has the authority to bind and obligate the Contractor.

3. **CHANGES.** All amendments shall be pursuant to BSD-46-0560. The terms and conditions contained in this Contract may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorized representative of the District and Contractor.

4. **COMPLIANCE WITH LAWS.** If the Contractor fails to comply the District shall have the right to terminate this Contract.

- a. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances as applicable. All laws, regulations and executive orders applicable to the Contract are incorporated by reference where so required by law.
- b. Contractor expressly agrees to comply with: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659.425; (iv) Executive Order 11246, as amended; (v) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) ORS Chapter 659, as amended; (viii) all regulations administrative rules established pursuant to the foregoing laws; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products, if applicable.
- c. Contractor shall comply with the provisions of ORS 279B.020 – Maximum hours of labor.
- d. Contractor, its subcontractors, and all employers providing work, labor or materials under this Contract are subject to the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract. Contractor certifies that (i) it is not an employee of the District; (ii) if Contractor is currently performing work for the District or the federal government, Contractor's work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244; and (iii) if this payment is to be charged against federal funds, it is not currently employed by the federal government.
- e. Contractor must make prompt payment to all Persons supplying labor or material; contributions to Industrial
- f. Accident Fund; liens and withholding taxes (ORS 279C.505(1));

- g. Contractor must demonstrate that an employee drug testing program is in place HB 2574 & ORS 279C.505(2);
- h. If the Contract calls for demolition Work described in ORS 279C.510(1), the Contractor must salvage or recycle construction and demolition debris, if feasible and cost-effective;
- i. If the Contract calls for lawn or landscape maintenance, the Contractor is required to compost or mulch yard waste material at an approved site, if feasible and cost effective (ORS 279C.510(2);
- j. Contractor must make payment of claims by public officers (ORS 279C.515(1));
- k. Contractor must be responsible for first-tier subcontractor liability for late payment on Public Improvement Contracts pursuant to ORS 279C.515(2), including the rate of interest;
- l. Contractor must understand any Person's right to file a complaint with the Construction Contractors Board for all Contracts related to a Public Improvement Contract (ORS 279C.515(3));
- m. Contractor must abide by hours of labor in compliance with ORS 279C.520;
- n. Contractor must abide by environmental and natural resources regulations (279C.525);
- o. Contractor must make payment for medical care and attention to employees (ORS 279C.530(1);
- p. Contractor must abide by maximum hours, holidays and overtime (ORS 279C.540);
- q. Contractor must abide by time limitation on claims for overtime (ORS 279C.545);
- r. Contractor must pay prevailing wage rates, including subcontractors (ORS 279C.800 to 279C.870);
- s. Contractor must pay Fees to BOLI (ORS 279C.830);
- t. Contractor must follow Retainage rules (ORS 279C.550 to 279C.570);
- u. Contractor must abide by prompt payment policy, progress payments, rate of interest (ORS 279C.570);
- v. Contractor must maintain relations with subcontractors (ORS 279C.580);
- w. Contractor must make notice of claim (ORS 279C.605);
- x. Contractor must certify compliance with the Oregon tax laws in accordance with ORS 305.385; and
- y. Contractor must certify that all subcontractors performing Work described in ORS 701.005(2) (i.e., construction Work) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence Work under the Contract.

5. **CONTINUING OBLIGATION.** Notwithstanding the expiration date of this Contract, the Contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

6. **COOPERATIVE PARTICIPATION.** Other Governmental Agencies may utilize this contract pursuant to ORS 279A.215 and BSD-46-0400. Notwithstanding any limitations or exclusions, it shall be assumed that the Provider will extend this Contract to any other public agencies during the life of this Contract.

7. **DELAYS IN DELIVERY.** Neither the District nor Provider shall be held responsible for delay or default caused by fire, riot,

EXHIBIT A – Terms and Conditions – Professional Services Contract, RFP 08-0002

acts of God, or war where such cause was beyond the reasonable control of the District or Provider, respectively.

8. DRUG STATEMENT. The use of drugs, alcohol, or any tobacco products is prohibited on all District property.

9. FOREIGN CONTRACTOR. If the amount of the Contract exceeds ten thousand dollars (\$10,000), and if the Contractor is not domiciled in or registered to do business in Oregon, the Contractor shall promptly provide the Oregon Department of Revenue all information required by that Department.

10. IDENTIFICATION OF EMPLOYEES. Provider shall ensure that its employees have identifying uniforms or other designation of identity (ID badge, hat, coat with Provider logo/name) while on District property.

11. INDEMNIFICATION AND HOLD HARMLESS. Except for claims arising out of acts caused by the sole negligence of the District, its Administrators or employees, the Provider agrees to indemnify and hold harmless the District and its board members, administrators, teachers, employees and agents, from acts or omissions of any nature whatsoever of the Provider, its agents, servants and employees, causing injury to, or death of person(s) or damage to property during the term of this contract, and from any expense incident to the defense of the District there from. The Provider agrees to indemnify and hold harmless the District and its board members, administrators, teachers, employees and agents harmless from and to defend it against, any and all claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials which are the subject of this Contract.

12. INSPECTION AND ACCEPTANCE. The quality of Work shall be subject to inspection by the District. Should it be found that the quality of the Work is not satisfactory, and that the requirements of the specifications are not being met, the District shall insist on compliance and will provide the Contractor with a 'cure date'. If the Contractor does not comply the District may terminate the contract after providing 30 days written notice. Within a reasonable time, all goods delivered are subject to final inspection and acceptance after delivery or completion at the District's facility. If any goods or services are defective in material or workmanship or otherwise not in conformity with the requirements of this Contract or specifications, the District shall have the right to require correction or replacement at no additional cost to the District.

13. INSURANCE. . Before commencing work, Contractor shall procure and maintain insurance with an insurance carrier satisfactory to the District. Certificates of such insurance issued by the Contractor's insurance carrier shall be filed with the District before commencement of work. District shall be additional named insured on auto and liability policies and shall be provided a copy of the additional insured endorsement with the certificate of insurance:

- a. **WORKER'S COMPENSATION** as required by statute, **AND EMPLOYER'S LIABILITY** in the minimum amount of \$500,000.
- b. **COMPREHENSIVE AUTOMOBILE LIABILITY** including owned, non-owned and hired vehicles: \$1,000,000 Combined Single Limit Bodily Injury and Property Damage any one occurrence and \$2,000,000 in the aggregate.

- c. **COMMERCIAL GENERAL LIABILITY** to include premises operations, independent Contractors, products/completed operations, and blanket contractual: \$1,000,000 Combined Single Limit Bodily Injury, Property Damage, and personal injury - any one occurrence and \$2,000,000 in the aggregate.
- d. Certificates of Insurance shall be issued to Beaverton School District, Attn: Purchasing Department, 16550 SW Merlo Rd, Beaverton, OR 97006.
- e. The Contractor agrees to pay for the insurance specified and agrees to provide the District with a 30 days notice of cancellation if non-renewal occurs during the contract period.
- f. This insurance shall be considered as primary insurance and exclusive of any insurance carried by Beaverton School District, and the insurance evidenced by the required certificates shall be exhausted first, notwithstanding the fact that Beaverton School District may have other valid and collectible insurance covering the same risk.

14. INVOICING AND PAYMENT. Contractor shall issue invoice(s) for each Work segment as mutually agreed upon or progress payment(s) as acceptable to the District through the end of the calendar month. Payment shall not be made prior to receipt of a valid invoice. Credit and discount periods will be computed from the date of receipt of the invoice to the date the District's check is mailed. Payment will be made within thirty (30) days after the acceptance of a proper invoice less 5% retention. Final payment including retention shall be made upon completion and acceptance of the Work. The district will not pay any additional charges unless pacifically agreed to in writing by the District. The invoice(s) shall be submitted to Beaverton School District, Accounts Payable Department, 16550 SW Merlo Road, Beaverton, OR 97006. Each invoice must include the project work authorization number, purchase order number or contract number, an itemized list of the pricing elements that match the Pricing Schedule and the quote provided for the individual project (if applicable), the project name/number and the District Contract Manager's name.

15. GOVERNING LAW/VENUE. The laws of the State of Oregon shall govern this contract. Any action or suit commenced in connection with this contract shall be in the Circuit Court of Washington District or the Federal District Court for Oregon. The prevailing party shall be entitled to reasonable attorney fees and costs as awarded by the Court, including any appeal. All rights and remedies of District and Consultant shall be cumulative and may be exercised successively or concurrently.

16. MANUFACTURES WARRANTIES. Manufactures warranties received by the Contractor which are applicable to any material equipment, parts, property and services furnished by the Contractor under this Contract shall survive acceptance and payment, and shall run to the District, its successors and assigns, and shall not be deemed to be exclusive.

17. PERFORMANCE STANDARD. The Work under this Contract shall be performed in a manner consistent with a high standard of construction practices for projects of a similar nature. Contractor covenants and warrants that it shall be responsible for performing and completing, and for causing any Subcontractors to perform and complete the Work in accordance with all Laws applicable to the Site and/or the Work. The Contractor shall, at all

EXHIBIT A – Terms and Conditions – Professional Services Contract, RFP 08-0002

times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work.

18. PERMITS AND RESPONSIBILITIES. Without additional expense to the District, the Contractor shall be responsible for maintaining any necessary licenses and permits.

19. PRICES. All pricing is considered fixed and firm for the Contract term. The Contractor warrants that the price of the Goods and Services covered by this Contract are not in excess of the Contractor's lowest prices in effect on the date of this Contract for comparable quantities of similar Goods.

20. SEVERABILITY. If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

21. SUPERINTENDENCE. During the progress of the Work, a competent superintendent shall be present on site at all times and represent the Contractor.

22. TAXES. The District is tax exempt.

23. PRICE ESCALATION/DE-ESCALATION. Pricing shall be protected from increase during the initial contract period. Sixty (60) days prior to any contract extension date(s), the Provider may pass on to the District verifiable increases in its costs. Conversely, the Provider shall pass on to the District any decrease of like costs. In either case, the Provider may maintain the same margin. The Provider shall be prepared to provide the District documentary evidence to support price changes. The District reserves the right to terminate this contract, in whole or in part, without prejudice, if the Provider increases prices. Additionally, the District reserves the right to terminate this contract, in whole or in part, if there is a reduction in price for an item on this Contract in the general market and the Provider's price does not reflect this reduction. The District reserves the right to audit the Provider's financial records as they pertain to administration of this clause.

24. TERMINATION FOR CONVENIENCE.

- a. Terminate For Convenience. This Contract may be terminated at any time by mutual written consent of the parties, or the District may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days notice to Provider.
- b. The District's Right to Terminate For Cause. The District may terminate this Contract, in whole or in part, immediately upon notice to Provider, or at such later date as the District may establish in such notice, upon the occurrence of any of the following events:
 - i. The District fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Provider's Work;
 - ii. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Contract is prohibited or the District is prohibited from paying for such Work from the planned funding source;
 - iii. Provider no longer holds any license or certificate that is required to perform the Work; or

- iv. Provider commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Provider's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of the District's notice, or such longer period as the District may specify in such notice.
- c. Provider's Right to Terminate for Cause. Provider may terminate this Contract upon 30 days' notice to the District if the District fails to pay Provider pursuant to the terms of this Contract and the District fails to cure within 30 business days after receipt of Provider's notice.
- d. Enforcement. Termination under any provision of this Contract shall not extinguish or prejudice the District's right to enforce this Contract with respect to any breach of a Provider warranty or any defect in or default of Provider's performance that has not been cured, including any right of the District to indemnification by Provider. If this Contract is so terminated, Provider shall be paid in accordance with the terms of the contract for services rendered and accepted.
- e. Remedies. In the event of termination pursuant to above, Provider's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the District, less previous amounts paid. If previous amounts paid to Provider exceed the amount due to Provider under this subsection, Provider shall pay any excess to the District upon demand.
- f. Provider's Tender Upon Termination. Upon receiving a notice of termination of this Contract, Provider shall immediately cease all activities under this Contract, unless the District expressly directs otherwise in such notice of termination. Upon termination of this Contract, Provider shall deliver to the District all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon the District's request, Provider shall surrender to anyone the District designates, all documents, research or objects or other tangible things needed to complete the Work.
- g. Limitation of Liabilities. Neither party shall be liable for (i) any indirect, incidental, consequential or special damages under the contract or (ii) any damages of any sort arising solely from the termination of this contract in accordance with its terms.

25. TRANSPORTATION. The Provider is responsible for transportation of its employees to and from the Work site.

26. WAIVER OF RIGHTS. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and not custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

END

(RFP Response from awarded Provider(s))

ENCLOSURE IV

07-08 DISTRICT CALENDAR

08-09 DISTRICT CALENDAR

Approved 2007-2008 Beaverton School District Calendar

JULY '07						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

AUGUST '07						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	PS	PS	PS	SD	SD	

SEPTEMBER '07						
S	M	T	W	T	F	S
						1
2	H	F/L	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

OCTOBER '07						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	SD	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

NOVEMBER '07						
S	M	T	W	T	F	S
				1	2	3
4	QG/TSD	6	7	8	9	10
11	H	13	14	15	16	17
18	19	20	21	H	SC	24
25	26	27	28	29	30	

DECEMBER '07						
S	M	T	W	T	F	S
						1
2	TG/QSD	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	SC	22
23	SC	SC	SC	SC	SC	29
30	SC					

JANUARY '08						
S	M	T	W	T	F	S
		SC	SC	SC	SC	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	SC	22	23	24	25	26
27	QG/TSD	29	30	31		

FEBRUARY '08						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	H	19	20	21	22	23
24	25	26	27	28	29	

MARCH '08						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	TG/QSD	15
16	17	18	19	20	21	22
23	SC	SC	SC	SC	SC	29
30	31					

APRIL '08						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	QG/TA	12
13	SD	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY '08						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	H	27	28	29	30	31

JUNE '08						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	F/L	14
15	TLD/G	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

TG/QSD Trimester grading/quarter staff development/workday/no students

QG/TA Quarter grading/trimester assessment/no students

QG/TSD Quarter grading/trimester staff development/workday/no students

SD Staff development/workday/no students

PS Pre-service/no students

TLD/G Teachers' last day/grading day

H Holiday

SC Schools closed

F/L First/last day for students

(adopted 12.11.06)

2008 - 2009 Beaverton School District

JULY '08						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST '08						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	PS	PS	SD	SD	PS	30
31						

SEPTEMBER '08						
S	M	T	W	T	F	S
	H	F/L	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				(21)

OCTOBER '08						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	SD	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	QG/TSD	(21)

NOVEMBER '08						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	H	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	H	SC	29
30						(17)

DECEMBER '08						
S	M	T	W	T	F	S
	TG/QSD	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	SC	SC	SC	SC	SC	27
28	SC	SC	SC			(14)

JANUARY '09						
S	M	T	W	T	F	S
				SC	SC	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	SC	20	21	22	23	24
25	QG/TSD	27	28	29	30	31

FEBRUARY '09						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	H	17	18	19	20	21
22	23	24	25	26	27	28

(18)

(19)

MARCH '09						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	TG/QSD	14
15	16	17	18	19	20	21
22	SC	SC	SC	SC	SC	28
29	30	31				(16)

APRIL '09						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	QG/TA	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		(21)

MAY '09						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	SD	23
24	H	26	27	28	29	30
31						(19)

JUNE '09						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	F/L	TLD/G	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				(9)

Calendar based on 193 certified days (175 student days, 5 holidays, 3 pre-service, 4 assessment/grading & 6 staff development)
Student days in grading periods: Qtr. 1. = 42; Qtr. 2 = 45; Qtr. 3 = 46; Qtr. 4 = 42 / Trim. 1 = 59; Trim. 2 = 60; Trim. 3 = 56

TG/QSD Trimester grading/quarter staff development/workday/no students (2)

TLD/G Teachers' last day/grading day (1)

QG/TA Quarter grading/trimester assessment/no students (1)

H Holiday (5)

QG/TSD Quarter grading/trimester staff development/workday/no students (2)

SC Schools closed (17)

SD Staff development/workday/no students (4)

F/L First/last day for students (2)

PS Pre-service/no students (3)

() Total student contact days in the month