



**REQUEST FOR PROPOSAL
RFP 09-0016**

**For the Provision of
DYNAMIC & COMPREHENSIVE TEACHER WEB ENVIRONMENT AND
BACK-END INFRASTRUCTURE**

RFP Closing (Due Date & Time)
June 25, 2009 at 2:00 PM

Issued by
**Beaverton School District
16550 SW Merlo Road
Beaverton, Oregon 97006
May 29, 2009**



Beaverton School District
Purchasing Department
16550 SW Merlo Road, Beaverton, OR 97006
Phone: 503-591-4461 Fax: 503-591-4139

REQUEST FOR PROPOSAL

Solicitation No: RFP 09-0016

DYNAMIC & COMPREHENSIVE TEACHER WEB ENVIRONMENT AND BACK-END INFRASTRUCTURE

Professional Services and Software Development - Introduction

The purpose of this Request for Proposals (Solicitation) is to obtain competitive Offers from qualified Firms (Proposers) interested in providing the District with DYNAMIC & COMPREHENSIVE TEACHER WEB ENVIRONMENT AND BACK-END INFRASTRUCTURE.

A non-mandatory pre-proposal conference will be held on June 10, 2009 at 10:00 AM, in the Beaverton School District Administration Office, Conference Room 3, 16550 SW Merlo Road, Beaverton OR 97006. A conference call option is available; Email purchasing@beaverton.k12.or.us to make arrangements to be included in the conference call during the pre-proposal conference. Include your telephone contact information so Purchasing may contact you to finalize arrangements for the conference call. Those choosing this option shall email purchasing@beaverton.k12.or.us not later than Friday June 5, 2009 before 12:00 (noon) PM (this option is limited to six participants).

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

June 25, 2009 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. Late Offers will not be accepted.

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

Sincerely,

Cynthia Roda, CPPB
Purchasing Agent

**OFFERS SHALL BE PURSUANT TO THE PROVISIONS OF THIS SOLICITATION
THE DISTRICT MAY REJECT ANY BID NOT IN COMPLIANCE WITH ALL PRESCRIBED REQUIREMENTS**

SECTION I - STATEMENT OF WORK

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DYNAMIC & COMPREHENSIVE TEACHER WEB ENVIRONMENT AND BACK-END INFRASTRUCTURE

1. **INTRODUCTION.** 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. The term Provider means the Proposer(s) awarded a Contract as a result of this Solicitation. The term Project Manager means the identified District staff responsible to oversee this project.
2. **BACKGROUND.**
 - a. The Beaverton School District encompasses approximately 57 square miles in northwestern Oregon in Washington County. The District, located in the Portland Oregon metro area, is the third largest school district in Oregon.
 - b. The District is responsible for educating approximately 37,500 students in kindergarten through grade 12 at thirty-one elementary schools, eight middle schools, five high schools and five alternative school programs. The District has eleven administration facilities. Potential work is to be performed on an as needed basis at these site and any future properties or interests.
 - c. Existing Technology Environment. The Information Technology department where the server shall reside is located at the District Administrative Office Building. All buildings are connected to the District Administrative Office via direct fiber runs. Gigabit throughput is available to all buildings and extends out to edge devices with a minimum of 10/100 switched capacity. The District's Technology staff is dedicated to supporting this infrastructure and upgrading it to keep pace with changes in the technology marketplace. Proposers are expected to work within the District's established standards.
 - i. Microsoft Active Directory/Open Directory
 - ii. Lightweight Directory Access Protocol (LDAP)
 - iii. Oracle 10G Database Environment
 - iv. Current enterprise solutions:
 - A. SunGard (IFAS) Human Resources/Financial System
 - B. eSIS – Student Information System
 - C. VersiFit – Data Warehouse
 - D. First Class – email client
 - E. True North Logic – Professional Learning
 - v. Client Operating systems: Mac OSX (80%) and Windows XP (20%)
 - vi. Supported Browsers: Safari version 2+, Internet Explorer version 6.0 (PC's only), Firefox 2.0
 - d. Currently, there are approximately 2500 certified teachers and administrators and 2000 classified District employees.
 - e. The current Portal is a District-developed CMS (Content Management System) with approximately 4000 pages and 800 unique visitors per day.
3. **SCOPE.**
 - a. The purpose of this solicitation is to establish a Professional Services Contract and Software Development Contract between the Provider and Beaverton School District for provision of a **Dynamic & Comprehensive Teacher Web Environment And Back-End Infrastructure**.
 - b. The Provider shall design, construct, implement and support a comprehensive, fully functional, dynamic, and truly customizable web environment and back-end infrastructure. This environment shall deliver media-rich instructional resources, web-based assessments, and embedded multi-functioning collaboration tools for classroom teachers and administrators centered on the use of a personalized workspace, or Dashboard, upon initial login. This system shall be created and implemented in three phases over a two year period (see Section 1, Item 6, "Project Scope and Deliverables), and includes three years of ongoing support and maintenance.
 - c. The Provider shall furnish and assume full responsibility for everything required for the orderly progress and proper execution and completion of the assigned Work, whether temporary or permanent. Provider shall provide all system configuration, data upload, data security and backup, configuration, software, labor and any other item or service required to assure a complete and fully functional installation of the proposed software in conjunction with the scope of work herein. Submission of a proposal shall indicate Proposer has completely and sufficiently received adequate information to accurately propose costs associated with the submitted proposal. Delivery of all goods and/or services shall be priced FOB Destination.
 - d. All Work Product, (as defined in Enclosure IV, Exhibit A, Item 6a, "Definitions") created by Provider pursuant to this Scope of Work, shall be the exclusive property of the District (see Enclosure IV, Exhibit A, Item 6b, "Ownership of Work Product").
 - e. The District is seeking a single provider of the proposed software solution. Proposers may include products from other vendors that can be integrated into their solution to meet the needs of the District, but Proposers will be

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responsible for the total software solution proposed. All other software products and vendor relationship agreements identified as part of the proposed solution must be in place at the time of the final contract award. Such agreements must be available for inspection by the District upon reasonable notice.

- i. Provider shall secure on the District's behalf and in the name of the District, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, including the right of the District to authorize others to do the same on the Agency's behalf. See "Enclosure IV, Exhibit A, Item 6d, "Third Party Intellectual Property".
 - f. Provider shall not have any public or private interest and shall not acquire directly or indirectly any such interest which conflicts in any manner with the performance of its services under this Contract.
 - g. Provider shall employ only persons duly licensed by the State of Oregon to perform the Work required under this Contract for which applicable Oregon Law requires a license.
4. **MINIMUM PROPOSER QUALIFICATIONS.** The successful proposer shall be expected to meet the following minimum requirements:
- a. Proposer shall have a minimum of five (5) years in the business of developing and maintaining comprehensive web environment and back end infrastructure solutions.
 - i. Experience with educational organizations is preferred.
 - b. Proposers shall offer to provide the full scope of work listed herein either through a single company in conjunction with subcontractors, or through a collaboration of companies. The District shall not entertain proposals that offer to provide only a portion of the work.
 - c. Proposers shall have developed, installed, and maintained comprehensive web environment and back end infrastructure solutions in a minimum of two (2) organizations of comparable size, education organizations preferred.
 - d. Proposer shall have a local presence (Portland metropolitan area).
5. **PROJECT GOALS.** The solution shall reflect industry best practices through:
- i. Improve overall instruction
 - A. Access to high-quality instructional materials and assessments that are clearly and directly connected to the District curriculum.
 - ii. Increase teacher efficiency
 - A. Easy and comprehensive access to
 - (i) Teaching tools
 - (ii) Instructional resources
 - (iii) Uniform communication
 - iii. Increase teacher collaboration through easy
 - A. Online communication
 - B. Resource sharing
 - C. Module interconnectivity
 - iv. Improve professional learning with increased use of
 - A. Embedded online video
 - B. Teacher collaboration
 - C. Resource sharing
 - v. Sustainable
 - vi. Flexible architecture
 - A. Increase the District's ability to leverage emerging technologies.
6. **PROJECT OBJECTIVES:** Solution shall provide:
- a. A system that is truly customizable, but also configurable
 - b. A reliable, easy to use system providing for efficient administration and low maintenance
 - c. The ability to increase staff productivity
 - d. Capacity within the system to accommodate future growth
 - e. A system at a reasonable cost with high value and cost-effective delivery
 - f. A system that offers flexibility
 - g. A reasonable guarantee of performance and ongoing support

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7. PROJECT SCOPE AND DELIVERABLES.

a. The project shall be implemented in three (3) phases. The selected Proposer shall provide the following:

i. PHASE I

A. **Deliverable Target Date: December 15, 2009**

B. **ONLINE INSTRUCTIONAL MATERIALS AND ASSESSMENT REPOSITORY:** Provider shall,

- (i) Build a web portal, navigational structure, and web templates for a personal web-based environment that allows the user to easily search, find, examine, store, share and comment on instructional materials and assessments
 - (1) Integrated into Dashboard in Phase II (see: ii A (ii) 6.)
- (ii) Build a web template for each content area where Instructional Materials/Assessments are accessed (“one stop shop”)
- (iii) Develop instructional material and assessment upload/download capabilities
- (iv) Develop a functionality that employs “work-flow” approval processes, allowing uploaded materials to be published to the web after administrator approval
- (v) Develop a common lesson/unit plan template based on District curriculum
- (vi) Design to accommodate multiple file types, including, but not limited to: doc, .xls, .ppt, .mov, wmv, mp3; also considering .fla, .swf, .avi, mpeg, , m4v.

C. **ONLINE ASSESSMENT CREATION APPLICATION:** Provider shall:

- (i) Build a web-based application to create online assessments connected to District curriculum for easy storage and access

ii. PHASE II

A. **PERSONALIZE INITIAL DASHBOARD FOR DISTRICT TOOLS, RESOURCES AND COMMUNICATION**

(i) **Deliverable Target Date: February 1, 2010**

- (ii) Proposed software solution shall provide the following upon initial login,
 - (1) An area for pushed out tools and resources based on role as defined by Active Directory
 - (2) User-defined tools and resources capability
 - (3) Create an area for District (Central Administration) and/or school/site-based uniform announcements
 - (4) A media feature area with an administrative function that can target users
 - (5) An easy-to-use, robust collaboration tools to allow multiple user, intra-District communication that is both role-based and user generated
 - (6) Integrate Instructional Materials/Assessment Repository

B. **VIDEO REPOSITORY WITH INTEGRATED DISCUSSION BOARD AND RESOURCES:**

Provider shall,

(i) **Deliverable Target Date: June 15, 2010**

- (ii) Create the ability to view District-produced videos on customized window with integrated discussion board and resources from Instructional Materials/Assessment and eventually the Invention/Extension Repository
 - (1) Intervention & Extension defined as more specialized resources to address very particular student needs
- (iii) Create the ability to search and/or browse all videos by category, date and/or search function
- (iv) Develop the ability to target videos to groups and individuals as a media feature on the Dashboard
- (v) Develop a video upload/download utility
- (vi) Design to accommodate multiple file types, including, but not limited to: doc, .xls, .ppt, .mov, wmv, mp3; also considering .fla, .swf, .avi, mpeg, , m4v.

iii. PHASE III

A. **Deliverable Target Date: January 15, 2011**

B. **PERSONALIZED ADVANCED DASHBOARD FOR DISTRICT TOOLS, RESOURCES AND COMMUNICATION:** *Provider* shall,

- (i) Develop a sophisticated, collaborative and intuitive calendar, tied to the common lesson/unit plan template (see: 5 a i A (v)), including, but not limited to: team planning for instruction, assessments, meetings

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- (ii) Interface with Active Directory schema to present a searchable staff function
 - C. **INTERVENTION AND EXTENSION CENTER:** Provider shall:
 - (i) Build an environment for collection of online interventions and extensions connected to District curriculum with upload/download capability
 - (ii) Develop a utility to create online interventions and extensions connected to District curriculum for storage and access in the system
 - (iii) Develop a template for each content area where Instructional Materials/Assessments (see Phase I) are accessed (“one stop shop”)
 - iv. Additional Phases for this project will be solicited by a separate Request for Proposal process at a later date.
- 8. **TECHNICAL REQUIREMENTS:** Software solution shall,
 - a. Function within District technical infrastructure (see Statement of Work, item 2C) with no performance degradation.
 - b. Solution shall be District-hosted
 - c. Proposer shall provide solution concept design and the infrastructure plan/architecture
 - i. Provide Licensing structure clearly defined (see “Scope”, Section I, Item 1,d)
 - d. Meet or exceed ADA (Americans with Disabilities Act) accessibility requirements including, but not limited to:
 - i. Support larger font size for web navigation
 - ii. Enable larger printing
 - e. Provide role differentiated web Dashboard for teachers and administrators to include but not limited to:
 - i. Access tools
 - ii. Instructional resources/assessments
 - iii. District and/or school/site announcements
 - iv. Collaboration tools
 - v. Calendar
 - vi. Media feature (see: 3 ii B (iv))
 - f. Use Oracle 10G Cluster database:
 - i. Provide a web-based application as a software package that can be accessed through a web browser.
 - A. Application to be 100% web-based.
 - (i) All modules are web-based
 - (ii) Built on a web-based platform/technology
 - (iii) Includes real-time data transfer between all modules.
 - B. Be fully functional and compliant with all District web browsers including, but not limited to:
 - (i) Internet Explorer version 6+
 - (ii) Apple Safari version 2+
 - (iii) Firefox version 2+
- 9. **FUNCTIONAL REQUIREMENTS.**
 - a. Solution shall provide multiple levels of security (i.e., network, operating system, database, application level, user account access).
 - b. Data privacy shall be ensured through security access levels
 - c. Solution shall be capable of a high level of availability with minimal unplanned service interruptions.
 - d. Solution must include a backup and disaster recovery plan that delineates all data collection and retrieval alternatives.
 - i. The District Information Technology Department uses EMC Legato Networker as its standard backup software for servers. Proposed solution shall support or be compatible with EMC Legato Networker or like backup software or agents.
- 10. **TECHNICAL SUPPORT, TRAINING, MAINTENANCE & WARRANTY.**
 - a. **TECHNICAL SUPPORT**
 - i. Proposer shall provide updates (as defined in Enclosure IV, Exhibit A, Item 6a, “Definitions”) and technical support services.
 - A. The Proposer shall provide and maintain a reliable and robust product, and shall assist the District in fully leveraging the capabilities of the software.

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- ii. Proposer shall represent and warrant that technical support for the Work Product (as defined in Enclosure IV, Exhibit A, Item 6a, "Definitions") shall be available to the District for not less than five (5) years from the date of acceptance of Work Product.
- iii. Proposer shall provide and identify principal project contact for the District.
- iv. Shall provide on-site support upon initial installation.
- v. Shall provide Helpdesk assistance
 - A. On-going phone support available at minimum Monday through Friday, 7:00AM to 5:00 PM
- vi. Shall provide On-line assistance
 - A. On-going email and online support

b. TRAINING

- i. Shall provide on-site training of District internal development team using the "train-the-trainer" model
 - A. Train the Trainer
 - (i) Awarded proposer shall come to the District site and train District internal development team, as defined by the District Project Manager. This group shall then train District users.
 - B. Includes everything District must know from a software, hardware, and system configuration perspective to support and maintain the system.
 - (i) Shall provide system diagram detailing flow of data and information
 - C. Includes user documentation (i.e., reference guide, user guide, etc.)
- ii. Shall provide additional on-site training as requested by District Project Manager.
- iii. Shall provide web-based training
 - A. Available 24 hours/day, 7 days/week
 - B. Available to all District staff

c. MAINTENANCE & SUPPORT

- i. Proposer shall provide ongoing maintenance and support including, but not limited to remote and onsite.

d. WARRANTY

- i. Shall provide one year warranty from time of project completion.
 - A. Project completion determined by District Project Manager.

11. **CONTRACT.** The successful Proposer shall receive a Professional Services and Software Development Contract. A sample is enclosed herein and its terms and conditions are incorporated by reference.

12. **CONTRACT TERM.** The three phase's contract period shall be from contract execution to June 30, 2011. The maintenance and support period shall be for one additional one year period. However, the District reserves the right to renew the support and maintenance portion of the contract for additional one year periods as long as needed or required.

SECTION II - INSTRUCTIONS: GENERAL PROVISIONS

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DYNAMIC & COMPREHENSIVE TEACHER WEB ENVIRONMENT AND BACK-END INFRASTRUCTURE

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: http://www.beaverton.k12.or.us/pdf/bus_off/bus_off_BSD_Public_Contracting_Rules.pdf.
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 (7) calendar 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 Proposer's 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. **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 in accordance with Section III.
 - b. Provide the District with all required or requested documents and descriptive literature;
 - c. Initial any corrections or erasures to its Offer;
 - d. On the Proposer Certification Form (see enclosures) provide:
 - i. Whether the Proposer is/is not a "resident Proposer," as defined in ORS 279A.120(1);
 - ii. Certification of nondiscrimination in obtaining any required subcontractors in accordance with ORS 279A.110(4); and
 - iii. Written acknowledgment of receipt of all Addenda.
5. **OFFER SUBMISSION.** Pursuant to BSD-47-0410:
 - a. To ensure proper identification and handling, Offers must be submitted in a sealed envelope or box 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.
 - d. Proposers are solely responsible for ensuring that the District receives their Offer at the required delivery point prior to Closing.
6. **PRE-PROPOSAL CONFERENCE.** Pursuant to BSD-47-0420, a pre-Proposal conference is conducted to explain the Solicitation requirements, to provide information, or to conduct site inspection. The conference will allow Proposers an opportunity to address deficiencies, defective specifications, or other Solicitation concerns. The purpose is to identify and resolve issues that have the potential of generating an Award protest. Statements made by District representatives at the pre-Proposal conference shall not change the Solicitation unless the District confirms such statements with a Written Addendum. If the pre-Proposal conference is mandatory then only those Proposers that attend the conference may submit an Offer.
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 Form.
 - c. The District shall issue Addenda to all known proposal participants (plan holders) electronically (by facsimile and/or email).
 - d. Proposers are responsible to make inquiry as to any addenda issued by contacting the person listed on the introduction page of this solicitation.

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- 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.
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 District's 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. After Closing, 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. Evaluation shall be pursuant to Section II.
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 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.
 - 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 Professional Services and Software Development Contract 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 the solicitation.
 - 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.

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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 SEVEN (7) calendar 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 to all Proposers. The District's Award must not be final until the latter of the following: SEVEN (7) calendar 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 279A.105, ORS 279B.120, and/or 279B.130.
 - 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.
15. **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. No oral questions will be accepted other than at the pre-proposal 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 or hand delivered to the attention of Purchasing 16550 SW Merlo Road, Beaverton, OR.
 - d. Deadline. Questions, changes, clarifications, or protests must received by the District by noon on the SEVENTH (7) calendar day prior to the Closing.
 - e. Response. All Proposers will be provided notice of the Districts 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.
16. **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):

SECTION II - INSTRUCTIONS: GENERAL PROVISIONS

Solicitation No: RFP 09-0016

DYNAMIC & COMPREHENSIVE TEACHER WEB ENVIRONMENT AND BACK-END INFRASTRUCTURE

- 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 (7) 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 Chief Financial Officer, 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.
17. **OFFER COSTS.** The District is not liable for any costs incurred by the Proposer in its Offer preparation.

SECTION III - INSTRUCTIONS: RESPONSE AND EVALUATION

Solicitation No: RFP 09-0016

DYNAMIC & COMPREHENSIVE TEACHER WEB ENVIRONMENT AND BACK-END INFRASTRUCTURE

1. **INTRODUCTION.** This section prescribes the mandatory format for the presentation of an Offer in response to this Solicitation. The purpose of this format is to ensure uniformity of the information from each Proposer and to aid in clear understanding and evaluation of each Offer. Failure to submit Offers in accordance with the provisions of this Section and Section II paragraphs 5 and 6 shall be grounds to declare the Offer non-responsive. Failure to provide any information requested in the Solicitation may result in rejection of the Offer.

2. **OFFER FORMAT.**
 - a. Proposers shall submit one (1) hard copy unbound ORIGINAL and seven (7) hard copies bound of its Offer pursuant to Section II, paragraph 6 Offer Submission.
 - b. Electronic Response:
 - i. The Proposer shall provide one (1) CD or memory stick containing the entire proposal in PDF format including the response to the pricing schedule in MS-Excel format.
 - c. Proposer's Offer shall include all forms and required text, in paragraph 3 below, and are requested to be submitted typewritten on 8-1/2 x 11 size paper, double sided and stapled in the upper left corner.
 - d. Proposal information placement is requested to be ordered as follows:
 - i. **PROPOSER CERTIFICATION SHEET**
 - A. Proposer Certification sheet (Enclosure II) shall be signed by the person authorized to obligate and represent the firm regarding all matters related to the proposal.
 - ii. **COVER LETTER**
 - A. A Cover Letter is required and requested not be longer than one page.
 - B. Briefly introduce proposer including general knowledge and experience related to developing and maintaining comprehensive web environment and back end infrastructure solutions.
 - iii. **OFFER CONTENT AND EVALUATION FACTOR**
 - A. Information requested in Proposal OFFER CONTENT (Section III, Items 3 & 4)
 - (i) Offer Content pages are requested to be numbered consecutively and requested to not exceed twenty (20) pages.
 - (ii) District shall not be required to evaluate Offer Content pages that exceed the maximum number of pages (see Appendix information, Item vi below).
 - iv. **PROPOSER REFERENCE SHEETS**
 - v. **PRICE SCHEDULE**
 - vi. **APPENDIX (if any)** – The appendix may include any or all of the following:
 - A. Resumes of key personnel, sample reports, etc.
 - B. Brochures or other promotional presentations beyond that sufficient to present a complete and effective Offer are not desired.
 - C. District shall not be obligated to review or consider materials included as appendix materials unless specifically requested.
 - e. Elaborate art work, expensive paper or binders, and expensive visuals are not necessary.
 - f. Complete, concise and direct answers are encouraged.

SECTION III - INSTRUCTIONS: RESPONSE AND EVALUATION

Solicitation No: RFP 09-0016

DYNAMIC & COMPREHENSIVE TEACHER WEB ENVIRONMENT AND BACK-END INFRASTRUCTURE

3. OFFER CONTENT.

- a. Proposers are cautioned to provide in their proposals as much detail as possible pertaining to their capabilities and experience to the goods and/or services requested in this RFP. The specifications, characteristics, and requirements listed in this RFP are in no way to be considered to be exhaustive.
- b. Proposers shall present a proposal containing the specific information requested below to provide a uniform basis for evaluation of all proposals received. Proposals are requested to 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 – **100** points total. The proposals shall be evaluated in accordance with these point ratings.

Evaluation Factors		Points
a.	Professional Services and Software Development Contract Requirements	Pass/Fail*
b.	Minimum Required Qualifications	Pass/Fail*
c.	Project Goals & Objectives	15
d.	Phase Components	20
e.	Technical Requirements	15
f.	Functional Requirements	10
g.	Technical Support, Training, Maintenance & Warranty	10
h.	Company Information, Experience & Qualifications	10
i.	References	5
j.	Price Schedule	5
k.	Costing Methodology	5
l.	Quality of Proposal	5
Total Score		100 Points

*a Fail in these areas may be cause to reject the offer

4. EVALUATION FACTORS: Clearly address all specification requirements even if no specifically incorporated below. Present the following information, and submit all attachments as required, in the order listed:

- a. PROFESSIONAL SERVICES AND SOFTWARE DEVELOPMENT CONTRACT REQUIREMENTS. Provide a statement of agreement to all clauses in the sample Professional Services and Software Development Contract (see Enclosure IV).
- b. MINIMUM REQUIRED QUALIFICATIONS.
 - i. Provide a brief narrative detailing how your proposal meets the Minimum Qualifications listed herein.
- c. PROJECT GOALS & OBJECTIVES.
 - i. Provide a brief narrative detailing how your proposal meets each of the goals and objectives listed herein, with emphasis on the customizable nature of the solution.
- d. PHASE COMPONENTS.
 - i. Detail how your proposal will provide the solution detailed in each Phase; address each Phase separately,
 - ii. Detail how you will meet the required timeline per Phase,
- e. TECHNICAL REQUIREMENTS
 - i. Provide a brief narrative detailing how your proposal meets or exceeds each of the technical requirements.
 - ii. Provide a brief explanation on how your proposed solution demonstrates your knowledge and understanding of database set up and management.
 - iii. Provide solution concept design and the infrastructure plan/architecture
 - iv. Provide Licensing structure clearly defined (see “Scope”, Section I, Item 1,d)
 - v. Provide a computer server solution to host the solution:
 - A. Server minimum specifications – The District is not limited to and seeks to conform to the following standards:
 - (i) Dell or HP Servers
 - (ii) Intel chips
 - (iii) Dual redundant power supplies

SECTION III - INSTRUCTIONS: RESPONSE AND EVALUATION

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DYNAMIC & COMPREHENSIVE TEACHER WEB ENVIRONMENT AND BACK-END INFRASTRUCTURE

- (iv) Dual NICs
- (v) Redundant hardware RAID (1,5,10)
- (vi) Remote Management Card

f. FUNCTIONAL REQUIREMENTS

- i. Provide a brief narrative detailing how your proposal meets or exceeds each of the functional requirements.

g. TECHNICAL SUPPORT, TRAINING, MAINTENANCE & WARRANTY

- i. Provide a brief narrative detailing how your proposal meets or exceeds each of the Technical Support, Training, Maintenance & Warranty requirements including, but not limited to:
 - A. Installation
 - B. Support
 - (i) Describe the support options available for the proposed solution (i.e., user groups)
 - (1) Number of phone support staff
 - (2) Problem escalation procedures
 - (3) Procedure for prioritizing problems
 - (4) Availability of online support
 - (ii) Detail the response times (average and guaranteed) for your support plan.
 - (iii) Describe how/if you provide remote access to troubleshoot if needed based on the existing District technology environment
 - C. Maintenance
 - (i) Describe the services included in your annual support
 - (ii) Describe how enhancements will be implemented
 - (iii) Describe District access to source codes for solution, enhancements, derivative works, etc.
 - D. Training
 - (i) User documentation
 - (1) Explain how you plan to keep the documentation current with the application as developed?
 - (2) Describe the different ways users can access your documentation (i.e., Help Screens)
 - E. Warranty
 - (i) Statement of warranty coverage
 - (ii) Submit warranty with proposal

h. COMPANY INFORMATION, EXPERIENCE AND QUALIFICATIONS.

- i. Provide a brief narrative of the Firm's background and history. Generally describe previous experience related to furnishing customizable Web Environment and Back-End Infrastructure solutions in a minimum of two (2) organizations of comparable size.
 - A. Describe or detail such experiences with educational organizations, if any (may be included in the required two (2) organizations.
- ii. Detail your organization's experience over the last 5 years (minimum) in the business of developing and maintaining comprehensive web environment and back end infrastructure solutions.
 - A. Detail your knowledge and describe your experience in sophisticated web design and web usability best practices and standards.
- iii. How many organizations are presently using a customized Web Environment and Back-End Infrastructure solution provided by your firm?
- iv. In a brief narrative describe what sets your company apart from other competitors
 - (i) Detail the benefits to the District
- v. Does your organization maintain a local presence (Portland metropolitan area)? Please detail.
- vi. Disclose whether, within the last five years, your firm 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.
- vii. Describe the Firm's responsibilities and the scope of work for at least two (2) projects similar to the complexity and magnitude of the scope of work described within this Solicitation.
- viii. Key Personnel.
 - A. Name of principal(s) and principal project contact
 - B. Describe the roles of key personnel involved in the work, providing clear statements of each individual's title, qualifications and responsibilities.

SECTION III - INSTRUCTIONS: RESPONSE AND EVALUATION

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- ix. Disclose whether, within the last five (5) years, your firm 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.

i. REFERENCES.

- i. References shall be supplied using the enclosed reference sheet. Enclosure I (may be duplicated as needed).
- ii. Provide two (2) current and valid professional references and include the agency name, contact name, phone, fax and email address, as well as a brief description of the project.
- iii. At least one reference shall be from those supplied in evaluation factor “k” (Company Information, Experience and Qualifications).
- iv. Beaverton School District may NOT be included in the two required references.
- v. District shall score the first two references submitted with proposal only. The District shall not be required to review or score additional references submitted.

j. PRICING SCHEDULE.

- i. Provide the total “not to exceed” proposed solution price plus a detailed cost structure for total solution.
 - A. Itemize the pricing for the elements of each PHASES:
 - (i) PHASE I
 - (1) Online Instructional Materials And Assessment Repository
 - (2) Online Assessment Creation Application
 - (ii) PHASE II
 - (1) Personalize Initial Dashboard For District Tools, Resources And Communication
 - (2) Video Repository With Integrated Discussion Board And Resources
 - (iii) PHASE III
 - (1) Personalized Advanced Dashboard For District Tools, Resources And Communication
 - (2) Intervention And Extension Center
 - (iv) Detail all recurring and nonrecurring costs
 - B. Itemize the hourly ‘time and materials’ pricing for the proposed ongoing maintenance and support. Because the amount of this portion of the pricing has an unknown quantity of hours or time, this item will not be included in the total pricing score.
 - C. Additional notes may be made at the bottom of the Price Schedule for clarifications by the Proposer if necessary.
- ii. Final payment per phase shall not be authorized until the software is successfully meeting all elements of that phase.
- iii. Total solution pricing shall be compared and weighted accordingly (lowest price scores the highest, all other higher prices offers are weighted against the lowest offer).

k. COSTING METHODOLOGY

- i. This factor will be scored based on the costing methodology demonstrated in the Pricing Schedule as applied to this proposal as the most advantageous to the District, in the best interest. (Evaluation factor “j”, Pricing Schedule, is scored based on the math comparisons – see Section 4, Item 4c).

l. QUALITY OF PROPOSAL

- i. Clearly demonstrates an overall understanding of the project desired performance expectations and how they will be achieved
 - A. Includes adequate detail to determine compliance with the requirements
 - B. Thorough response.
 - C. Readability, neatness, clarity in a logical and professional format.

5. **EVALUATION OF OFFERS.**

- a. Responsiveness and Responsibility. The District will utilize the following objective factors to determine if proposals are Responsive and Proposers are Responsible:
 - i. **RESPONSIBILITY OF PROPOSER (BSD-47-0500).** Before awarding a Contract, the District must determine that the Proposer submitting the most Advantageous Offer is Responsible. The District must use the standards set forth in BSD-47-0640(1)(c)(F) to determine if a Proposer is Responsible. In the event the District determines Proposer is not Responsible, it must prepare a written determination of non responsibility as required by ORS 279B.110 and must reject the Offer.

SECTION III - INSTRUCTIONS: RESPONSE AND EVALUATION

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- ii. **CONTINGENT OFFERS.** 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.
 - iii. **NON RESIDENT PROPOSERS.** In determining the most Advantageous Responsible Offer, the District must apply the reciprocal preference set forth in ORS 279A.120(2)(b) and BSD-46-0310.
 - iv. **RECYCLED MATERIALS.** The District may give preference for Recycled Materials as set forth in ORS 279A.125.
 - v. **CLARIFICATION OF OFFERS.** After Opening, the District may conduct Discussions with apparent Responsive Proposer(s) for the purpose of clarification and to assure full understanding of the Offer.
 - vi. **NEGOTIATION.** The District may only conduct Discussions or Negotiate with Proposers in accordance with ORS 279B.060(6)(b) and BSD-47-0261. After Award of the Contract, the District may only modify an awarded Contract in accordance with BSD-46-0560.
 - vii. **OBJECTIVE CRITERIA.** The District may allow, at its discretion, certain other objective evaluation criteria. Examples of such criteria include but are not limited to conversion costs, transportation cost, volume weighing, trade-in allowances, cash discounts, depreciation allowances, cartage penalties, ownership or lifecycle cost formulas.
- b. **Proposal Evaluation, Scoring.** The proposal segments shall be evaluated by an Evaluation Committee consisting of not less than three (3) knowledgeable individuals (Evaluators). Evaluators will utilize the criterion (as objectively as possible) to measure the merit of each Proposal received in accordance with the subjective evaluation criteria to determine which proposal(s) will provide the District with the most advantageous and best overall value.
 - c. **Price Schedule Evaluation.** The Price Schedule analysis (Evaluation Factor "j"), shall be completed by the Purchasing Department. The Proposal determined to result in the least overall expense to the District, shall receive the full points for this criterion. Other proposals shall receive a proportional amount based on their cost in relation to the least expensive Offer.
 - d. **Working as a Committee or independently** (at the discretion of the District) with copies of the written proposals, the Evaluators will independently assign scores to each proposal segment for criterion described under Proposal Content and Evaluation Criteria (see Section III, item 3). If the District does not elect to have an oral evaluation, the award will be given to the highest scoring proposal segment(s) based on the written proposal segments(s) in the best interest of the District. The District, at its sole discretion, will select the firm(s) which, in the judgment of the evaluation committee, best meets the interests of the District. The recommendations of this committee will be a consensus and will be final.
 - e. **If, at the District's discretion, it is determined to be in the best interest of the District, an oral evaluation will also be scheduled.** The Proposers with the highest scoring segment(s), hereinafter called "finalists" (number to be determined by District) will be invited to an oral interview with the evaluation committee. If the last two ranked proposers to be considered are tied, both will be included in the oral evaluations.
 - i. Each finalist will be required to participate in a District-scripted demonstration at the District in which Proposers will be asked to demonstrate various features of their systems for District evaluators.
 - A. Specifics of this second round scoring will be provided to each of the finalists.
 - B. Each finalist shall arrange to be available to demonstrate their product during the to-be-scheduled oral evaluation period.
 - C. The demonstration/oral evaluation scores and the written evaluation scores will be summed resulting in a final score. The award will be given to the proposal having the highest final, cumulative score that best meets the Districts requirements.

SECTION III - INSTRUCTIONS: RESPONSE AND EVALUATION

Solicitation No: RFP 09-0016

DYNAMIC & COMPREHENSIVE TEACHER WEB ENVIRONMENT AND BACK-END INFRASTRUCTURE

6. **SCHEDULE FOR SELECTION.** The milestones for the selection process are set forth below. The dates are approximate but will be followed to the extent reasonably possible. The purpose of this schedule is for Proposer information only. Required dates for submittals and any other activities are provided elsewhere in this Request for Proposals.

<u>Project Milestone</u>	<u>Completion Date</u>
Non-mandatory Pre-proposal Conference*	June 10, 2009 10:00 AM
Deadline for Questions	June 18, 2009
Issue Addenda	As/If Required
Submit Proposals	June 25, 2009 2:00 PM
Demonstration/Oral Presentation	Approximately July 8, 2009
Notice of Tentative Award	Approximately July 9, 2009
Basic Repository	July XX, 2009
Training**	November 15, 2009
Implementation/Go Live**	December 15, 2009 (Phase 1)

NOTES:

* A conference call option is available. Email purchasing@beaverton.k12.or.us to be included in a conference call during the pre-proposal meeting. Include your telephone contact information so Purchasing may contact you to finalize arrangements for the conference call. Those choosing this option shall email purchasing@beaverton.k12.or.us not later than June 5, 2009 at 12 noon and shall be available to the phone (this option is limited to six participants).

** Training and implementation dates are subject to change. A change of dates will be decided upon by the District Project Manager. Dates will be finalized and confirmed by all parties involved when final Proposer is selected.

ENCLOSURES

Solicitation No: RFP 09-0016

DYNAMIC & COMPREHENSIVE TEACHER WEB ENVIRONMENT AND BACK-END INFRASTRUCTURE

Enclosures:

Return the following Enclosures pursuant to the terms of the solicitation:

Enclosure 1: REFERENCES (duplicate as necessary)

Enclosure II: CERTIFICATION FORM (Submit as first page of the proposal)

Enclosure III: INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

Enclosure IV: SAMPLE CONTRACT (Do not return this sample contract)

ENCLOSURE I

Solicitation No: RFP 09-0016

DYNAMIC & COMPREHENSIVE TEACHER WEB ENVIRONMENT AND BACK-END INFRASTRUCTURE



PROPOSER REFERENCE SHEET

The number of References required in Response to this RFP is **two**. **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

The District will check for, but not limited to: adherence to contract terms and conditions, timelines, quality standards, overall customer service, project being of similar size, scope and complexity.

ENCLOSURE II

Solicitation No: RFP 09-0016

Proposer Certification

Solicitation No: RFP 09-0016

DYNAMIC & COMPREHENSIVE TEACHER WEB ENVIRONMENT AND BACK-END INFRASTRUCTURE

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, 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.) Proposers are responsible to make inquiry as to any addenda issued.

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: _____

Email: _____

Social Security or
Employer Identification Number: _____

ENCLOSURE III

Solicitation No: RFP 09-0016

DYNAMIC & COMPREHENSIVE TEACHER WEB ENVIRONMENT AND BACK-END INFRASTRUCTURE

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: _____

ENCLOSURE IV

Solicitation No: RFP 09-0016

DYNAMIC & COMPREHENSIVE TEACHER WEB ENVIRONMENT AND BACK-END INFRASTRUCTURE



PROFESSIONAL SERVICES AND SOFTWARE DEVELOPMENT CONTRACT

Contract No: 09-0016

**** SAMPLE**** This is not an order

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
---	--

SCOPE OF WORK: The Provider shall furnish all the services and materials necessary for the provision of Dynamic & Comprehensive Teacher Web Environment and Back-End Infrastructure (Work).

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 Provider Response; and 3) the terms and conditions of the Statement of Work pursuant to RFP 09-0016 (incorporated by reference).

CONSIDERATION.

Provider 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. The Contract number shall be indicated on all invoices and correspondence. The District is not required to make any purchases under this Contract. This Contract is for services on an as needed basis, or scheduled basis.

CONTRACT PERIOD.

The contract period shall be [upon contract execution] through .

RENEWAL OPTION.

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

PROJECT MANAGER.

The District Contract Manager is Todd Frimoth, phone, fax, email, cell.

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 _____ Project Manager/Contract Manager Date _____ Cost Center Authority Date _____ Purchasing Manager Date Not a valid Contract until all signatories are complete	_____ 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

ENCLOSURE IV

EXHIBIT A – Terms and Conditions – Professional Services Contract, 09-0016

1. **ASSIGNMENT.** The Provider 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 Provider 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 Provider.
3. **CHANGES.** 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 Provider.
4. **COMPLIANCE WITH LAWS.** If the Provider fails to comply the District shall have the right to terminate this Contract.
 - a. Provider 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. Provider 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. Provider, 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. Provider shall be responsible for all federal or state taxes applicable to compensation or payments paid to Provider under this Contract. Provider certifies that (i) it is not an employee of the District; (ii) if Provider is currently performing work for the District or the federal government, Provider'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.
5. **CONTINUING OBLIGATION.** Notwithstanding the expiration date of this Contract, the Provider is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.
6. **OWNERSHIP OF WORK PRODUCT**
 - a. **Definitions.**
 - i. "Work Product" means every invention, discovery, work of authorship, trade secret, computer program, in machine readable object code and source code form, or any other tangible or intangible item and all intellectual property rights therein that Provider is required to deliver to the District pursuant to the Statement of Work.
 - ii. "Provider Intellectual Property" means any intellectual property owned by Provider and developed independently from the Statement of Work.
 - iii. "Third Party Intellectual Property" means any intellectual property owned by parties other than the District or Provider.
 - iv. "Documentation" means the user instructions, manuals or other materials regarding the use of the Work Product.
 - v. "Updates" means those updates, modifications, bug fixes and other corrections, enhancements, or improvements that Provider creates to the Work Product.
 - b. **Ownership of Work Product.** All Work Product created by provider pursuant to the Statement of Work, including derivative works, compilations, documentation, updates, and whether or not such Work Product is considered a "work made for hire" or an employment to invent shall be the exclusive property of the District. The District and Provider agree that Work Product that constitutes original works of authorship (the "Original Work Product") is "work made for hire" of which the District is the author within the meaning of the United States Copyright Act. If for any reason the Original Work Product created pursuant to the Statement of Work is not "work made for hire," Provider hereby irrevocably assigns to the District any and all of its rights, title, and interest in all Original Work Product created pursuant to the Statement of Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon the District's reasonable request, Provider shall execute such further documents and instruments necessary to fully vest such rights in the District. Provider forever waives any and all rights relating to Original Work Product created pursuant to the Statement of Work, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. However, see Sections C, D, E, and F, immediately below, for provisions applicable to Provider Intellectual Property, Third Party Intellectual Property, Provider Intellectual Property derivative works and Third Party Intellectual Property derivative works.
 - c. **Provider Intellectual Property.** In the event that any Work Product is Provider Intellectual Property (specifically Provider Intellectual Property that is applicable to the services being performed by Provider pursuant to the Statement of Work or included in the Work Product deliverable to the District pursuant to the Statement of Work), or in the event any Provider Intellectual Property is needed by Provider to reasonably

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enjoy and use any Work Product, Provider hereby grants to the District an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Provider Intellectual Property, including the right of the District to authorize others to do the same on the District's behalf. At the request of Provider, the District shall take reasonable steps to protect the confidentiality and proprietary interests of Provider in any Provider Intellectual Property licensed under this Section, within the limits of the Oregon Public Records Law (ORS 192.410 through 192.505) and the Oregon Uniform Trade Secrets Act (ORS 646.461 through 646.475).

- d. **Third Party Intellectual Property.** In the event that Work Product is Third Party Intellectual Property (specifically Third Party Intellectual Property that is applicable to the services being performed by Provider under the Statement of Work or included in Work Product deliverable to the District under the Statement of Work), or in the event any Third Party Intellectual Property is needed by the District to reasonably enjoy and use any Work Product, Provider shall secure on the District's behalf and in the name of the District, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, including the right of the District to authorize others to do the same on Agency's behalf.
- e. **Provider Intellectual Property-Derivative Work.** In the event that the Work Product created by Provider under the Statement of Work set forth under this Contract is a derivative work based on Provider Intellectual Property, or is a compilation that includes Provider Intellectual Property, Provider hereby grants to the District an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of Provider Intellectual Property employed in the Statement of Work Product, including the right of the District to authorize others to do the same on the District's behalf.
- f. **Third Party Works-Derivative Work.** In the event that Work Product created by Provider under the Statement of Work is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Provider shall secure on the District's behalf and in the name of the District an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Third Party Intellectual Property employed in the Statement of Work Product, including the right to authorize others to do the same on the District's behalf.
- g. **Consultant Use of Work Product.** Notwithstanding anything to the contrary in this Section, Provider, may refer to the Work Product on its brochures or other literature that Provider utilizes for advertising purposes and, unless specified otherwise in the Statement of Work, the District hereby grants to Provider a non-exclusive, non-transferable, royalty-free license to use, reproduce,

prepare derivative works based upon, distribute copies of, perform and display District-owned Work Product on other unrelated projects, except for any "Confidential Information" protected from disclosure under the provisions of this Contract.

7. **DELAYS IN DELIVERY.** Neither the District nor Provider shall be held responsible for delay or default caused by fire, riot, acts of God, terrorism, war or any other cause which is beyond the party's reasonable control.
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 Provider is not domiciled in or registered to do business in Oregon, the Provider shall promptly provide the Oregon Department of Revenue all information required by that Department.
10. **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.
11. **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.
12. **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.
13. **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 Provider with a 'cure date'. If the Provider 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

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specifications, the District shall have the right to require correction or replacement at no additional cost to the District.

14. **INSURANCE** Before commencing work, Contractor shall procure and maintain:

- a. **WORKER'S COMPENSATION** as required by law.
- b. **EMPLOYER'S LIABILITY** in the minimum amount of \$500,000 when the Provider has employees performing services under the contract.
- c. **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 a minimum of \$2,000,000 in the aggregate. The District shall be named additional insured on auto and liability policies and shall be provided a copy of the additional insured endorsement. May be waived if Provider has no vehicle while providing work under the contract.
- d. **COMPREHENSIVE GENERAL LIABILITY** to include premises operations, independent Providers, 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. May be waived only by the District Risk Manager.
- e. **PROFESSIONAL LIABILITY.** Provider shall maintain in force during the duration of this agreement (and, if it is a claims made policy, for a year following completion of the project) a professional liability policy, in the minimum amount of \$1,000,000.
- f. The District, its employees, officials and agents shall be named as an Additional Insured on general liability and auto and be provided a copy of the additional insured endorsement. Such insurance shall be primary. Certificates of Insurance shall be issued, prior to the commencement of the contract, to Beaverton School District, Attn: Purchasing Department, 16550 SW Merlo Rd, Beaverton, OR 97006. 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. Insurance companies must have an A rating.
- g. The District reserves the right to require additional insurance coverage, limits, and terms which will be delineated in an attachment to this agreement.
- h. 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.

15. **INVOICING AND PAYMENT.** Provider shall issue invoice(s) for each Work segment as mutually agreed upon or progress payment(s) as acceptable to the District. 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. Final payment shall be made upon completion and acceptance of the Work. The District will not pay any additional charges unless

specifically 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/or the quote provided for the individual project (if applicable), the project name/number and the District Contract Manager's name.

16. **MANUFACTURES WARRANTIES.** Manufactures warranties received by the Provider which are applicable to any material equipment, parts, property and services furnished by the Provider 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. Provider 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 Provider shall, at all 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 Provider shall be responsible for maintaining any necessary licenses and permits.

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

20. **PUBLIC CONTRACTS.** This contract includes the following terms and conditions as prescribed by Oregon Revised Statutes as applicable:

- a. 279B.020 Conditions concerning maximum hours of labor on public contracts.
- b. 279B.220 Conditions concerning payment, contributions, liens, withholding.
- c. 279B.225 Condition concerning salvaging, recycling, composting or mulching yard waste material.
- d. 279B.230 Condition concerning payment for medical care and providing workers' compensation.
- e. 279B.235 Condition concerning hours of labor.
- f. Provider must certify compliance with the Oregon tax laws in accordance with ORS 305.385.

21. **SECURITY CHECK:** The Contractor agrees that each of its employees, subcontractors' employees and principals / owners involved in the Work may, at the option of the District, be subject to a security check, at any time, through the Beaverton Police Department or other venue. The District retains the option to require the immediate removal of any subcontractor, employee or agent. Notwithstanding the foregoing, Contractor, and not the District, remains solely responsible for performing background checks on, and screening for public safety all subcontractors and employees, and, to the extent allowed by law, shall provide such screening methodologies and information to District upon request.

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22. **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.

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

24. **TAXES.** The District is exempt from Federal, State, and Local taxes.

25. **TERMINATION.**

- 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.

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

27. **WAIVER.** 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

EXHIBIT B – Provider Response – Professional Services Contract, 09-0016

(RFP Response from awarded Provider(s))