



**Multnomah Education Service District
Request for Proposals for
Agencies Providing Certain Highly Specialized Services
During the 2019-20 School Year**

ADDENDUM NUMBER ONE

May 28, 2019

Please change the "Successful Proposers" paragraph, found on page 2 of the original RFP document, to read as follows, subtracting the words in strike-through font and adding the words in italicised font:

Successful Proposers

This Request for Proposals (RFP) is to select agencies which can offer the greatest variety of candidates to fill MESD's temporary needs in the Categories of Service. There are currently 20 providers in MESD's providers' pool. ~~At this time MESD desires to add no more than 1 additional agency to the providers' pool. MESD, at its discretion, may elect to add fewer agencies to its pool than specified.~~ *MESD desires to enter into agreements with no more than ten agencies providing the needed services.* This document shall refer to the agencies selected through this RFP process as "Successful Proposers".



**Multnomah Education Service District
Request for Proposals for
Agencies Providing Certain Highly Specialized Services
During the 2019-20 School Year**

May 24, 2019

Multnomah Education Service District (MESD) has identified a need for certain highly specialized categories of personal services providers as described in this document, and is accepting proposals to enter into agreements with agencies which can provide those specialized services on a temporary, “as-needed” basis for 2019-20 and subsequent school year(s), as described in this document.

Proposals will be received until

**Monday, June 24, 2019 at 2:00 p.m.,
Pacific Daylight Savings Time.**

Proposals need not be sealed, and they may be sent via email to rfpsped@mesd.k12.or.us, indicating “Related Services RFP” in the subject line, so as to be received before the due date and time specified above, or they may be mailed or delivered to:

Attention: Karen Daniels
Student Services Business Partner
Multnomah Education Service District
11611 NE Ainsworth Circle
Portland, OR 97220

Questions about this RFP may be directed to Karen Daniels at the email address listed above, or by telephone at (503) 257-1617.

PROPOSALS, TO RECEIVE CONSIDERATION, MUST BE MADE IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS, TERMS AND CONDITIONS, AND SUCH PROPOSALS, AND ANY CONTRACT(S) RESULTING THEREFROM, SHALL BE SUBJECT TO ALL THE INSTRUCTIONS, TERMS AND CONDITIONS HEREOF:

Multnomah ESD RFP for Agencies Providing Highly Specialized Services

District

Multnomah Education Service District (MESD) is a public education services agency of approximately 550 staff, providing education services on a contractual basis to other public school districts primarily in the Portland, Oregon area. Services provided by MESD to its customers (Component Districts) include Special Education, Early Childhood Education, Instructional or Alternative School programs, School Nursing services, Business services and Information Technology services, among other services.

Successful Proposers

This Request for Proposals (RFP) is to select agencies which can offer the greatest variety of candidates to fill MESD's temporary needs in the Categories of Service. There are currently 20 providers in MESD's providers' pool. ~~At this time MESD desires to add no more than 4 additional agency to the providers' pool. MESD, at its discretion, may elect to add fewer agencies to its pool than specified.~~ *MESD desires to enter into agreements with no more than ten agencies providing the needed services.* This document shall refer to the agencies selected through this RFP process as "Successful Proposers".

Categories of Service

MESD has identified a need to be able to quickly identify and obtain providers, qualified and licensed in the State of Oregon, of the following services from agencies:

- Speech and Language Pathologist
- Speech and Language Pathology Assistant
- School Psychologist
- Occupational Therapist
- Certified Occupational Therapy Assistant
- Physical Therapist
- Licensed Physical Therapy Assistant
- Behavior Consultant
- Special Education Teacher
- Qualified Mental Health Professional
- Mental Health Consultant
- Licensed Practical Nurse (LPN)
- Registered Nurse (RN)
- Paraprofessional/Educational Assistant

Multnomah ESD RFP for Agencies Providing Highly Specialized Services

Resulting Agreements

As a result of this RFP, MESD shall maintain a pool of Successful Proposers (“Providers’ Pool”) who can provide the above-listed services on a temporary, “as-needed” basis. MESD shall enter into agreements (Resulting Agreements) with the Successful Proposers in order to establish the pool. The terms and conditions of the Resulting Agreements are listed in Exhibit 1 of this RFP.

After execution of Resulting Agreements, MESD shall use a process, described below, for the selection of individual providers from among candidates offered by any or all of the Successful Proposers. In no case will the existence of Resulting Agreements be considered a guarantee that MESD will actually select providers from any given Successful Proposer during the term of the agreement(s).

Period of Agreement

Agreements resulting from this process will be for one school year, with the option to renew annually, upon mutual consent of both parties, for two additional one-year periods.

Selection of Individual Providers

After the establishment of the Providers’ Pool, when MESD determines that a temporary provider in one of the identified categories (Individual Provider) is needed, it will contact all Successful Proposers via email with a description of the service needed, the estimated length of service, and any other details pertinent to the need, and will request qualifications and resumes of proposed candidates, as well as the costs for the proposed candidates. MESD may specify a due date and time for responses, or MESD may specify that the need is “open until filled,” in which case MESD will notify all Successful Proposers when that need has been filled. MESD may schedule interviews with one or more proposed staff, based on qualifications, availability and cost. MESD will select an Individual Provider from among the responses, based on the following criteria:

- Qualifications of the Individual Provider
- Availability (schedule) of the Individual Provider
- The cost of the Individual Provider
- Interview scores (if applicable)

Qualifications of Individual Providers

In general, it is expected that most Individual Providers in the indicated categories will need to have certain training specific to working in an Oregon Public School setting, which may include but is not limited to current Oregon professional licensure, and up-to-date training on Bloodborne Pathogens, Confidentiality, and Sexual Conduct & Child Abuse Reporting. When such training is required of an Individual Provider, it will be clearly stated in MESD’s solicitation to Successful Providers, and in such cases, before any work begins under the agreement, Successful Proposer shall ensure, at Successful Proposer’s expense, that Individual Providers meet the training requirements.

Multnomah ESD RFP for Agencies Providing Highly Specialized Services

Unsupervised Contact with Students and Criminal Background Checks.

Unsupervised contact with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct MESD supervision. When unsupervised contact with students is required under a contract with MESD, before any work begins under this agreement Successful Proposer shall ensure, at Successful Proposer's expense, that any Individual Provider which Successful Proposer assigns to perform services under the contract meets all State of Oregon and MESD criminal background and fingerprint check requirements.

Unsolicited Resumés, Descriptions or Offers

After establishment of the Resulting Agreements, Successful Proposers will not submit to MESD any unsolicited resumés, descriptions or offers of available staff. MESD will not accept any such unsolicited resumés, offers or descriptions.

"Multiple-Agency" Individual Providers

It is understood that Individual Providers occasionally sign up to work for multiple agencies. In the event that MESD selects an Individual Provider who happens to be signed up for more than one Successful Proposer, MESD will only contract with and pay the Successful Proposer whose offer MESD has accepted through the selection process described above. In the event multiple Successful Proposers submit the same Individual Provider, and those submissions are scored identically based on the selection criteria above, MESD will award to the Successful Proposer whose submission was received first.

Multnomah ESD RFP for Agencies Providing Highly Specialized Services

Proposal Requirements

Your response to this RFP must contain the following information:

1. Background description and history of your agency, including number of years in business.
2. The total number of Oregon-qualified, licensed providers which you can offer in each of the listed Categories of Service.
3. A schedule of costs for each of the listed Categories of Service.
4. Reference names and numbers from at least three of your customers, with preference given to customers of a similar size and nature to MESD. MESD, at its discretion, may request that you provide more references during its evaluation processes.
5. Contract terms and conditions which your agency would expect in an agreement with MESD.
6. A completed facsimile of the "Signature Form" found in this RFP or similar information in a comparable format indicating intent to be bound by your Proposal.

Selection of Successful Proposers

Proposals will be scored based on the following criteria:

1. Numbers of providers in the specified Categories of Service
2. Reasonableness of scheduled costs in the specified Categories of Service
3. Overall experience of your agency in providing services in the specified Categories of Service
4. Degree to which your agency has successfully provided services to agencies similar to MESD, based on reference checks.
5. Acceptability of your suggested terms and conditions.
6. Higher-marked scoring will be provided to agencies which provide an equitable, cost-effective and favorable conversion fee which represents the appropriate use of public funds, if MESD should wish to directly employ a contract agency employee after a defined amount of time.

After proposals are scored and ranked, MESD, at its discretion may interview the top-ranked agencies, and may re-tabulate scores and re-rank the proposals, based on the same criteria, after the interviews.

MESD will award agreements to top-ranked agencies until, at MESD's discretion, the number of agreements is sufficient to MESD's need.

Additions to the Providers' Pool

At MESD's discretion during the school year, MESD may elect to add more providers to the providers' pool through additional RFP processes similar to this one in which new providers are invited to submit proposals. In this case, Successful Proposer will not be removed from MESD's current pool of providers, and will not be required to submit a new proposal to MESD, unless Successful Proposer's Resulting Agreement has reached its natural expiration date or has been otherwise terminated per the Resulting Agreement's terms and conditions.

Multnomah ESD RFP for Agencies Providing Highly Specialized Services

Direct Engagement

MESD serves some students who have highly-specific needs due to their disabilities, their Individualized Education Plan (IEP), and/or other unique circumstances. In cases where a pool provider has been identified as able to provide the specific, needed service, MESD may negotiate directly with that pool provider for the service. In some cases, MESD may directly engage with providers who are not yet in the providers' pool, so an individual student's special needs can be met. The most common example of this occurs when MESD directly engages with a student's existing home service provider in order to maintain consistency of services for that student when required by the student's unique, highly-specific needs.

Signature Form

Company Name:
Your Name:
Street Address:
City, State, Zip:
Phone:
Fax:
Email:
Business Type (<i>circle one</i>): Individual Partnership Corporation** Other
**If Corporation, list your State of Incorporation:
Signature and Date:

Multnomah ESD RFP for Agencies Providing Highly Specialized Services

Exhibit 1: Terms & Conditions of the Resulting Agreement

Below are the terms and conditions to be incorporated into the Resulting Agreement described in the body of the RFP.

Purpose of Agreement

This Agreement, referred to in the referenced RFP as the “Resulting Agreement,” serves to establish Provider as a member of MESD’s provider’s pool, and to clarify the processes that MESD and Provider shall follow in the selection of individual providers from among the members of the providers’ pool. Inclusion in MESD’s providers’ pool does not guarantee that Provider’s candidates will be selected by MESD at any time during the Agreement’s duration.

Expiration Date

This Agreement establishes Provider as a member of MESD’s providers’ pool until _____ (Expiration Date), or until the Agreement is otherwise terminated per the Termination paragraph below. Upon reaching the Expiration Date, MESD will remove Provider from the providers’ pool, at which point MESD may require that Provider respond to a new Request for Proposals in order to be re-added to the pool.

Relationship

This Agreement does not establish an agency or an employment relationship between the Parties. The Parties affirm that each is an independent contractor.

Selection Process and Award of Individual Providers in Writing

In most cases, MESD will select individual providers from among the proposed candidates based upon the criteria that is initially emailed to the pool (which is the process described in the RFP). After the described selection processes have been conducted, MESD’s acceptance of the proposed candidate must be in writing; e.g., an email sent by MESD to Provider acknowledging award. Provider will not offer a proposed candidate the position of individual provider unless it has received the written award acknowledgement from MESD, and will not make an offer to the candidate based upon only verbal conversations with MESD staff.

Unsolicited Resumés, Descriptions or Offers

Provider will not submit to MESD any unsolicited resumés, descriptions or offers of available staff. MESD will not accept any such unsolicited resumés, offers or descriptions.

Additions to the Providers’ Pool

At MESD’s discretion, MESD may elect to add more providers to the providers’ pool through a new public notice with RFP in which new providers are invited to submit proposals. In this case, Provider will not be removed from MESD’s current pool of providers, and will not be required to submit a new proposal to MESD, unless Provider has reached the expiration date of this Agreement listed above, or the Termination paragraph below has been invoked.

Direct Engagement

MESD serves some students who have unique, highly-specific needs. In some cases, MESD shall directly engage with providers without performing a pool selection process to meet a student’s unique needs. *NB: The most common example of this occurs when MESD must directly engage with a student’s existing home service provider in order to maintain consistency of services for that student when required by that student’s unique needs.*

Confidentiality

Neither Party shall make any reports, information, or data given to, prepared, or assembled by the Parties under this Agreement accessible to any third party without the other party’s prior written consent. Whenever applicable, the Parties shall comply with all privacy requirements of the Family Educational Rights and Privacy Act (FERPA) and/or the Health Insurance Portability and Accountability Act (HIPAA). This section is subject to state and federal law regarding disclosure of public records.

FERPA Redisclosure

The Parties recognize that FERPA and its associated regulations provide that an educational agency or institution may only disclose personally identifiable information from an education record on condition that the party receiving such disclosure will not redisclose the information to any third party without the prior consent of the student’s parent/guardian. The party receiving the disclosure may redisclose the information without prior consent only to its officers, employees, or agents, to use the information for the purposes for which the disclosure was made. Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Parties in the performance of this Agreement shall only be used for the purposes

Multnomah ESD RFP for Agencies Providing Highly Specialized Services

identified in this Agreement, and shall not be disclosed or redisclosed to third parties without the prior written consent of the student's parent/guardian.

Compliance with Applicable Law

Each Party shall comply with all federal, state, and local laws, all regulations and administrative rules established pursuant to those laws, and all MESD policies that applicable to the work done under this Agreement.

Indemnity and Hold Harmless

Provider shall defend, save, hold harmless, and indemnify MESD and its officers, employees, agents, and volunteers from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever (including reasonable attorney fees) resulting from, arising out of, or relating to the activities of Provider or its officers, employees, subcontractors, or agents under this Agreement. MESD's liability is subject to the conditions and limitations of the Oregon constitution and the Oregon Tort Claims Act (ORS 30.260-30.300).

Insurance

Unless otherwise specified in a solicitation document (if applicable), or otherwise amended pursuant to the terms of this Agreement, at all times while providing services under this Agreement, Provider shall maintain in force, at Provider's expense, insurance coverage at least equal to the value of this Agreement and the following insurance coverage(s):

- **Workers' Compensation:** As required by ORS 656.017, subject employers shall provide Workers' Compensation coverage in accordance with ORS Chapter 656 for all subject workers (unless exempt under ORS 656.027 or 656.126) and shall submit a certificate of insurance to MESD showing proof of coverage. If Provider claims to be exempt, Provider shall complete and provide a Workers' Compensation Exemption Certificate on a form provided by MESD in lieu of providing a certificate of insurance.
- **Professional Liability/Errors & Omission ("E&O"):** If Provider is performing services that require a state license, then Provider shall maintain professional liability/E&O insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage. This policy shall provide extended reporting period coverage for claims made within two years after this Agreement is completed or otherwise terminated according to its terms. If Provider is performing services that do not require a state license, then Provider does not have to maintain professional liability/E&O insurance.
- **General Liability:** Provider shall maintain general liability insurance coverage on an occurrence basis with a combined single limit of at least \$2,000,000 for bodily/personal injury and property damage, with an annual aggregate limit of at least \$3,000,000. Provider's general liability insurance must include contractual liability coverage.

Certificate(s) of Insurance

This Agreement is not binding and Provider will not be added into MESD's Providers' Pool until MESD receives certificate(s) of insurance sent from Provider's insurance representative(s) directly to MESD demonstrating that Provider meets all of this Agreement's insurance requirements. For general liability coverage, the insurance contracts referred to in Provider's certificate shall also provide that MESD, its agents, officers, and employees are listed as additional insureds with respect to Provider's services provided under this Agreement. Provider shall notify MESD 30 days prior to termination of coverage if Provider's coverage is cancelled or non-renewed for any reason. If Provider changes coverage at any time prior to this Agreement's expiration or termination by substantially altering its existing policy limits and terms or obtains coverage from a new policy, Provider shall arrange for its insurance representative to send MESD new certificate(s) of insurance showing continued compliance with this Agreement's insurance requirements within 30 days of the coverage change.

Termination

Either party, upon 30 days' written notice to the other party, or sooner if mutually agreeable, may terminate this Agreement. Notice of termination or agreement to terminate shall be in writing. Once the Agreement is terminated, Provider will be removed from MESD's providers' pool.

Remedies

In case of Termination, either party's remedy shall be limited to termination of this Agreement, removal of Provider from the providers' pool, and receipt of any payments to which either party is entitled for services performed prior to the effective termination date. If Provider is providing individual services at the time of Termination, MESD may elect to give 30-day notice of intent to cancel those individual services, or may elect to continue receiving the individual services from the terminated Provider, who will nonetheless be removed from the providers' pool for consideration of additional opportunities.

Multnomah ESD RFP for Agencies Providing Highly Specialized Services

Governing Law

This Agreement and all rights, obligations, and disputes arising out of it shall be governed by Oregon law. All disputes and litigation arising out of this Agreement shall be brought and conducted in Multnomah County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon. THE PARTIES AGREE TO THIS CHOICE OF LAW AND THE JURISDICTION OF THESE COURTS.

Conflict with Law or Regulation

Nothing in this Agreement is intended to conflict with current laws or regulations of the United States of America, State of Oregon or local government. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

Attorney Fees

If any suit or action at law, in equity, or through arbitration is filed to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees, costs, and disbursements, in addition to any other relief to which that party may be entitled. If the prevailing party is represented by in-house counsel, it shall nevertheless be entitled to recover reasonable attorney fees based upon the reasonable time, rates, and charges generally accepted for the type of legal services performed in the Portland, Oregon metropolitan area.

Force Majeure

Neither party shall be held responsible for delay or default caused by any contingency beyond its control, including, but not limited to: war or insurrection; strikes, lockouts, or walkouts by the party's own employees; fires; natural calamities; riots; or demands or requirements of governmental agencies other than the Parties to this Agreement.

Joint Authorship

The Parties reviewed this Agreement and negotiated for change to any language that either party found vague. Accordingly, anyone constructing and/or interpreting this Agreement shall not construe any of its terms strictly against either party.

Singular and Plural

Words used in the plural shall also be interpreted to include the singular, and words used in the singular shall also be interpreted to include the plural.

Effective Date of this Agreement

This Agreement shall become effective when signed by both parties and may be modified at any time upon the mutual written consent of the parties.