

REQUEST FOR PROPOSALS (RFP)
RFP NO. 2022-25
Title IX and Equity Services

This RFP is located at the Department of Enterprise Services, Washington Electronic Business Solutions (WEBS) Procurement Website at <https://pr-webs-vendor.des.wa.gov/>. All RFP amendments or Bidder questions and OSPI answers will be posted to this website.

NOTE: *If you download this RFP from an agency website other than the one located at <https://pr-webs-vendor.des.wa.gov/>, or through a third party subscription service, you are responsible for sending your name, address, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP amendments or bidder questions/agency answers.*

PROJECT TITLE: Title IX and Equity Services for Washington Institutions of Higher Public Education.

PROPOSAL DUE DATE: 5:00 p.m. Pacific Time, November 10, 2022.

TARGET PROJECT DURATION: Date of Contract execution through June 30, 2025
The AGENCY reserves the right to extend the contract for up to two additional two-year periods at the sole discretion of the AGENCY.

VENDOR ELIGIBILITY: This procurement is open to those VENDORS that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

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INTRODUCTION

1.1 PURPOSE AND BACKGROUND

Tacoma Community College, hereafter called “AGENCY” or “Lead Institution”, is initiating a Request for Proposals (RFP) to solicit proposals from VENDORS interested in providing Title IX services including Hearing Panel Member, Managing Appeals and Informal Resolutions, Conducting Investigations, Trainings, and other services related to Title IX and Equity to AGENCY and the Washington Institutions of Public Higher Education who are listed in Section 2.17 (F) herein.

AGENCY intends to award one or more contracts to provide the services described in this RFP. The contracts will be WIPHE contracts (Washington Institutions of Public Higher Education), which all signatories to the current Interlocal Agreement for Cooperative Purchasing may use with the Contractor(s). See Section 2.17.

AGENCY currently operates under Title IX of the Education Amendments of 1972 (20 U.S.C. 1681) an all-encompassing federal law that prohibits gender-based discrimination in educational institutions that receive federal funds. Stephen Smith, Executive Director, Human Resources is the AGENCY’s current Title IX Coordinator and RFP Coordinator. See Section 2.1.

1.2 OBJECTIVES

Contractors will be tasked with providing and maintaining Title IX and Equity services for AGENCY in compliance with May 2020 Title IX final regulations and any subsequent revisions, Washington State Law, Washington’s Administrative Procedure Act (APA), Washington’s Administrative Code (WAC) and Agency policy and procedures as requested by AGENCY.

1.3 SCOPE OF WORK

Bidders should address their ability to provide the services set forth at Exhibit D to this RFP, as well as any other services they are prepared to offer.

1.4 MINIMUM QUALIFICATIONS

Minimum qualifications include:

- A. Licensed to do business in the State of Washington or provide a commitment to become licensed in Washington within thirty (30) calendar days of being selected as an Apparent Successful VENDOR.
- B. Experience providing Title IX services similar to those described in this RFP.
- C. Experience with providing services to public institutions of higher education.
- D. VENDOR must demonstrate experience with trauma-informed approaches to investigation and adjudication compliant with current Title IX regulations.

- E. The AGENCY is committed to partnering with VENDORS who implement best practices to advance and foster a supportive environment promoting equity and respect while recognizing systemic societal issues that have formed barriers to justice.

Proposals from VENDORS that do not meet minimum qualifications will not be considered or evaluated further.

1.5 FEE AND EXPENSE SCHEDULE

Describe the fees and expenses to be charged for tasks associated with the Scope of Work described in this Request for Proposal.

1.6 PERIOD OF PERFORMANCE

The Period of Performance is from **Date of Contract Execution through** June 30, 2025. The AGENCY reserves the right to extend the contract for up to two additional two-year periods at the sole discretion of the AGENCY.

1.7 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Proposers should familiarize themselves with the requirements prior to submitting a proposal that includes current or former state employees.

1.8 DEFINITIONS

Definitions for the purposes of this RFP include:

AGENCY – Tacoma Community College, which is the Washington State agency issuing this RFP, on behalf of the Washington Institutions of Public Higher Education (WIPHE) members listed in Section 2.17 (F) herein.

Apparent Successful VENDOR – A VENDOR selected to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

VENDOR – Individual or company interested in the RFP and that may or does submit a proposal in order to attain a contract with the AGENCY.

Contractor – Individual or company whose proposal has been accepted by the AGENCY and is awarded a fully executed, written contract.

Proposal – A formal offer submitted in response to this solicitation.

Proposer – Individual or company that submits a proposal in order to attain a contract with the AGENCY.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the VENDOR community to suggest various approaches to meet the need at a given price.

1.9 ADA

The AGENCY complies with the Americans with Disabilities Act (ADA). VENDORS may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

2. GENERAL INFORMATION FOR VENDORS

2.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in the AGENCY for this procurement. All communication between the VENDOR and the AGENCY upon release of this RFP shall be with the RFP Coordinator, as follows:

Name	Stephen Smith
E-Mail Address	ssmith@tacomacc.edu
Mailing Address	6501 South 19th Street Building 14 Tacoma, Washington 98466
Phone Number	253-566-5055

Any other communication will be considered unofficial and non-binding on the AGENCY. VENDORS are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the VENDOR.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	September 19, 2022
Deadline to submit questions and requests for clarification	November 4, 2022
Response from AGENCY to submitted questions and requests	November 8, 2022
Proposals due	November 10, 2022
Evaluate proposals (by AGENCY)	November 18, 2022
Announce "Apparent Successful VENDOR" and send notification via e-mail to unsuccessful proposers	December 1, 2022
Execute contract with Successful VENDOR	December 5, 2022

AGENCY reserves the right to revise the above schedule.

2.3 PRE-PROPOSAL CONFERENCE / QUESTION & ANSWER PERIOD

There will be no pre-proposal conference for this RFP. Instead, interested parties may submit written questions and requests for clarification until the specified deadline.

Thereafter, the AGENCY will provide responses by addendum to this RFP; such addendum will become an element of this solicitation and will be binding upon all parties. Questions submitted after the deadline may not be addressed.

2.4 SUBMISSION OF PROPOSALS

HARD COPY/ELECTRONIC PDF PROPOSALS:

VENDORS are required to submit an original signed proposal including Exhibit A, as well as a digital copy of the proposal and Exhibit A on a flash drive in a sealed envelope or container. Alternatively, Vendor can also submit an electronic PDF. The proposal, whether mailed or hand delivered, must arrive at the AGENCY no later than 3:00 PM Pacific Time on November 10, 2022.

The proposal is to be sent to the RFP Coordinator at the address noted in Section 2.1. The envelope/container should be clearly marked to the attention of the RFP Coordinator with the RFP number.

Vendors mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. VENDORS assume the risk for the method of delivery chosen. The AGENCY assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using email or facsimile transmission.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the AGENCY and will not be returned.

2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Proposals submitted in response to this competitive procurement shall become the property of the AGENCY. All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the President of Tacoma Community College or their Designee, and the apparent successful VENDOR; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the VENDOR desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the VENDOR is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right-hand corner of the page. **Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored. Financial terms may not be asserted to be Proprietary Information.**

If a public records request is made for the information that the VENDOR has marked as "Proprietary Information," the AGENCY will notify the VENDOR of the request and of the date that the records will be released to the requester unless the VENDOR obtains a court order enjoining that disclosure. If the VENDOR fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified. If a VENDOR obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, the AGENCY shall maintain the confidentiality of the VENDOR'S information per the court order.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

2.6 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided via e-mail to all individuals who have made the RFP Coordinator aware of their interest. Addenda will also be published on <https://pr-webs-vendor.des.wa.gov/>.

The AGENCY also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.7 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis.

The established annual procurement participation goals for MBE is 10% and for WBE, 4%, for this type of project. These goals are voluntary. For information on certified firms, VENDORS may contact OMWBE at 360/753-9693 or <http://www.omwbe.wa.gov>.

2.8 ACCEPTANCE PERIOD

Proposals must provide for acceptance by AGENCY within 60 days from the due date for receipt of proposals.

2.9 RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The VENDOR is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

The AGENCY also reserves the right at its sole discretion to waive minor administrative irregularities.

2.10 MOST FAVORABLE TERMS

The AGENCY reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the VENDOR can propose. There will be no best and final offer procedure. The AGENCY does reserve the right to contact a VENDOR for clarification of its proposal.

An Apparent Successful VENDOR should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the VENDOR'S proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the AGENCY.

2.11 CONTRACT

The apparent successful VENDOR will be expected to enter into a contract which is substantially the same as the Proposed Contract attached as Exhibit B to this RFP. **In no event is a VENDOR to submit its own standard contract terms and conditions in response to this solicitation.** The VENDOR may submit exceptions to the Proposed Contract and its Appendix 1 (General Terms and Conditions to the Contract), and must submit any exceptions as an attachment to Exhibit A to this RFP (Certifications and Assurances form. The AGENCY will review requested exceptions and accept or reject the same at its sole discretion.

2.12 COSTS TO PROPOSE

The AGENCY will not be liable for any costs incurred by the VENDOR in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP

2.13 NO OBLIGATION TO CONTRACT

This RFP does not obligate the State of Washington or the AGENCY to contract for services specified herein. AGENCY reserves the right to terminate this solicitation without award at its sole discretion.

2.14 REJECTION OF PROPOSALS

The AGENCY reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

2.15 COMMITMENT OF FUNDS

The purchasing manager of the AGENCY or delegate is the only individual who may legally commit the AGENCY to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.16 MOST FAVORED CUSTOMER

Vendor agrees all the prices, terms, warranties, and benefits, taken together as a whole, granted by Vendor are comparable to or better than the terms, prices, warranties and benefits being offered by Vendor to any present customer meeting similar qualifications or requirements as Purchaser. Except as otherwise herein provided, if Vendor shall, during the term of this Contract, enter into arrangements with any other customer providing greater benefits or more favorable terms, taken together as a whole, Vendor shall be obligated to provide the same to Purchaser.

2.17 WIPHE PROVISIONS

A. Definitions:

WIPHE: Washington Institutions of Public Higher Education who are signatories to the Inter-local Agreement for Cooperative Purchasing.

Lead Institution: Tacoma Community College, the WIPHE member that has volunteered to conduct the solicitation/negotiation process on behalf of the WIPHE members.

Potential Participants: All WIPHE members' institutions may choose to use any Contract awarded by executing a Member Addendum with the Contractor.

B. No Exclusivity Implied: This solicitation provides no exclusive arrangements for obtaining product or services from Contractor by any WIPHE member. Potential Participants may purchase any product or services identified in this solicitation through their own processes for competitive procurement or via other cooperative purchasing arrangements at their disposal.

C. Contract Administration: This Contract shall be administered by the Lead Institution and any other WIPHE member who subsequently executes a Member Addendum, in the following manner:

1. The terms and conditions contained in the Contract will apply to any Member Addendum that results through this solicitation and may not be altered except as provided herein, or, unless approved in writing by the Lead Agency's Purchasing Manager.
2. WIPHE members may at their sole option, individually negotiate only operational provisions specific to the needs of their Institution. These would include agreed arrangements for such operational provisions as delivery, installation, service, and invoicing processes. Such negotiated changes shall not be binding on any other Institution. These changes may, however, bind the CONTRACTOR to providing similar arrangements to the other Institutions pursuant to any Best Customer provisions of a contract.
3. WIPHE members shall individually be responsible for their obligations to the CONTRACTOR pursuant to any purchase associated with this agreement.
4. Likewise, the CONTRACTOR shall be responsible for their obligations to the WIPHE members pursuant to this agreement. All reasonable efforts will be made by the CONTRACTOR and the WIPHE members to satisfy any breach of these obligations, or, disagreements arising between the individual WIPHE member and the CONTRACTOR. Resolution may take several forms, including cancellation of specific arrangements between the CONTRACTOR and the Institution. Resolutions of any nature shall not have a binding effect on any other Institution.
5. In the event a breach or disagreement cannot be resolved between the WIPHE member(s) and the CONTRACTOR, either party may notify the Lead Institution and request the Lead Institution satisfy the dispute in accordance with this agreement, including any Dispute Resolution process identified within.
6. The Lead Institution may at any time act on behalf of any WIPHE member in resolving breach of contract, or, to settle disputes in accordance with this agreement.

D. Contract Documents: The Contractor shall make copies of any Member Addendum that results from this solicitation available in its entirety to any WIPHE member expressing an interest in purchasing services. The Lead Institution and the CONTRACTOR agree that a summary of this agreement, including a phone number for interested agencies to contact the CONTRACTOR, may be placed on a public access electronic home page, bulletin board, fax-on-demand network, or similar form of accessible medium.

E. Award in Best Interest of WIPHE: AGENCY reserves the right to award the contract(s) in whole or in part in a manner that most effectively serves the WIPHE members, to reject any or all bids, and to otherwise proceed with the award as necessary to protect the best interests of WIPHE. After award, WIPHE members will execute a Member Addendum to the WIPHE Contract with the CONTRACTOR if they choose to engage the CONTRACTOR for all or some of the work described in the Scope of Work included in the WIPHE Contract. The Member Addendum shall be in substantially the form of that found at Exhibit C to this RFP.

All questions regarding this solicitation must be directed to Stephen Smith at Ssmith@tacomacc.edu. See paragraph 2.1.

All information relating to this solicitation will be retained by **AGENCY** as the official public record.

F. WIPHE Cooperative Members:

1. Four-Year Institutions:

- Central Washington University, Ellensburg
- University of Washington, Seattle
- Eastern Washington University, Cheney
- Washington State University, Pullman
- The Evergreen State College, Olympia
- Western Washington University, Bellingham

2. Community and Technical Colleges:

- Bates Technical College, Tacoma
- Bellevue Community College, Bellevue
- Bellingham Technical College, Bellingham
- Big Bend Community College, Moses Lake
- Cascadia Community College, Bothell
- Centralia College, Centralia
- Clark College, Vancouver
- Clover Park Technical College, Lakewood
- Columbia Basin College, Pasco
- Community Colleges of Spokane
- Edmonds Community College, Edmonds
- Everett Community College, Everett
- Grays Harbor College, Aberdeen
- Green River Community College, Auburn
- Highline Community College, Des Moines
- Lake Washington Technical College, Lake Washington
- Lower Columbia College, Longview
- Olympic College, Bremerton
- Pierce College, Lakewood
- Peninsula College, Port Angeles
- Renton Technical College, Renton
- Seattle Community Colleges, Seattle
- Shoreline Community College, Seattle
- Skagit Valley College, Mt. Vernon
- Tacoma Community College, Tacoma
- Walla Walla Community College, Walla Walla
- Wenatchee Valley College, Wenatchee
- Whatcom Community College, Bellingham
- Yakima Valley Community College, Yakima

3. PROPOSAL CONTENTS

Written Proposals must be in English and submitted on eight and one-half by eleven inch (8½" x 11") paper, separating the major sections of the proposal. The four major sections of the proposal are to be submitted in the order noted below:

- A. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP);
- B. Services Proposal (60%)
- C. Management and Staff Proposal (20%); and,
- D. Fee and Expense Schedules (20%).

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the VENDOR in preparing a thorough response.

Items marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive, however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1 LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the VENDOR to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the VENDOR and any proposed sub VENDORS:

- A. Name, address, principal place of business, telephone number, fax number and e- mail address of legal entity or individual with whom contract would be written.
- B. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
- C. Legal status of the VENDOR (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- D. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the VENDOR does not have a UBI number, the VENDOR must state that it will become licensed in Washington within thirty (30) calendar days of being selected as an Apparent Successful VENDOR.
- E. Location of the facility from which the VENDOR would operate.
- F. Identify any state employees or former state employees employed or on the firm's governing board as of the date of the proposal. Include their position

and responsibilities within the VENDOR'S organization. If following a review of this information, it is determined by the AGENCY that a conflict of interest exists, the VENDOR may be disqualified from further consideration for the award of a contract.

- G. Provide sufficient information to address the minimum qualifications in Sec. 1.3 of this RFP.

3.2 SERVICES PROPOSAL (SCORED–60%)

Describe how VENDOR would be providing the services in this RFP to AGENCY. Provide details and specific examples of how VENDOR will provide each of the services described in the SOW. If VENDOR will not be providing any of the services listed in the SOW be sure to state. Provide examples of past work in areas VENDOR is proposing to provide services.

It is anticipated that new Title IX regulations may come into effect during the term of this work. Describe how VENDOR would address any regulatory changes in the services VENDOR would provide.

Describe VENDOR'S knowledge and experience with working with people from diverse backgrounds, specifically from BIPOC communities. Also, address VENDOR'S experience and specific approach to providing trauma-informed services. Vendor to use trauma-informed approach to investigation and adjudication while implementing best practices that will advance equity and diversity.

3.3 MANAGEMENT PROPOSAL (SCORED–20%)

A. Staff Qualifications/Experience (SCORED–10 pts)

1. Identify staff, including SUBVENDORS, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes' for the named staff, which include information on the individual's particular skills related to this project, education, training, experience, significant accomplishments, and any other pertinent information. The VENDOR must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the AGENCY.

B. Experience of the VENDOR (SCORED–10 pts)

1. Indicate the experience the VENDOR and any SUBVENDORS have in the following areas:
- i. Experience working with Washington State Community College and other higher education institutions. Indicate what work was done, when, with which institutions, and other details and relevant information.

- ii. Experience providing Title IX and Equity Services; specifically the types of services, how they were provided, when, and by whom. Describe how you would be providing these services to AGENCY. Provide examples of work.
- iii. Experience with training staff in higher education on Title IX and Equity Services and other types of trainings. Provide examples of training materials.
- iv. Describe approaches for training various groups of levels of AGENCY'S staff, e.g. faculty, classified employees, exempt employees, supervisors, administration.
- v. Describe your experience with and knowledge of Washington State law, including the Administrative Procedures Act (APA).

2. Indicate other relevant experience that indicates the qualifications of the VENDOR, and any SUBVENDORS, for the performance of the potential contract.

3. Include a list of contracts the VENDOR has had during the last five years that relate to the VENDOR'S ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

C. Related Information (MANDATORY)

1. If the VENDOR or any SUBVENDOR has contracted with a Washington State agency within the past 48 months, indicate the name of that agency, the contract number and project description and/or other information available to identify the contract, and the name and contact information for that agency's person with whom the VENDOR or SUBVENDOR worked or reported.

2. If the VENDOR'S staff or SUBVENDOR'S staff was an employee of the state of Washington within the past 24 months, or is currently a Washington State employee, identify the individual by name, the AGENCY previously or currently employed by, and their job title or position held and separation date.

3. If the VENDOR has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the VENDOR'S non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.

4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the VENDOR'S position on the matter. The AGENCY will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the VENDOR in the past five years, so indicate.

D. References (MANDATORY)

1. List names, addresses, telephone numbers, and /e-mail addresses of three (3) references for the VENDOR and three (3) references for the VENDOR'S lead staff person who accomplished the work and briefly describe the services provided. Include the name of the entity and the primary person(s) with whom you worked. Do not include Washington State agencies as references. The VENDOR and the lead staff person must grant permission to the AGENCY to contact the references and others who may have pertinent information regarding the VENDOR'S and the lead staff person's qualifications and experience to perform the services required by this RFP. The AGENCY may contact references at the AGENCY'S discretion.

E. OMWBE Certification (OPTIONAL AND NOT SCORED)

1. Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) if certified minority-owned firm and/or women-owned firm(s) will be participating on this project. For information: <http://www.omwbe.wa.gov>.

3.4 FEE AND EXPENSE SCHEDULES (SCORED–20%)

The evaluation process is designed to award this procurement not necessarily to the VENDOR of least cost, but rather to the VENDOR whose proposal best meets the requirements of this RFP. However, VENDORS are encouraged to submit proposals which are competitively priced and consistent with state government efforts to conserve state funds.

A. Identification of Costs (20%) (SCORED)

Identify in U.S. dollars all fees and expenses to be charged for performing the services necessary to accomplish the objectives and scope of work of the contract. List out the specific fees and costs relative to each category of services listed in the Scope of Work (SOW), Section 5, Exhibit D. Indicate any discounts that may be available to an institution. VENDORS are required to collect and pay Washington state sales and use taxes, as applicable.

B. Computation

The score for the cost proposal will be computed by the evaluation criteria points system as per section 4.2.

4. EVALUATION AND CONTRACT AWARD

4.1 EVALUATION PROCEDURE

Responsive proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team(s), to be designated by the AGENCY, which will determine the ranking of the proposals.

AGENCY, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation.

The RFP Coordinator may contact the VENDOR for clarification of any portion of the VENDOR'S proposal.

4.2 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the proposal for evaluation purposes:

Services Proposal–60%	60 points
Title IX and Equity Support	10 points (maximum)
Investigations	10 points (maximum)
Decision Maker	10 points (maximum)
Hearing Advisor	5 points (maximum)
Appeals	10 points (maximum)
Informal Resolution	5 points (maximum)
Training	10 points (maximum)
Management Proposal–20 %	20 points
Staff Qualifications/Experience	10 points (maximum)
Experience of the VENDOR	10 points (maximum)

Fees and Costs Proposal– 20%	20 points
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TOTAL	100 POINTS
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AGENCY reserves the right to award the contract to the VENDOR(S) whose proposal is deemed to be in the best interest of the AGENCY and the state of Washington.

4.3 PROJECT PROPOSAL PRESENTATIONS

The AGENCY may, after evaluating the written proposals, schedule project proposal presentations by the finalists. The AGENCY will contact the top-scoring VENDOR(S) from the written evaluation to schedule a date, time and location for each presentation. Any commitments made by the VENDOR at the project proposal presentation will be considered binding.

Scores from the written evaluations can be adjusted during, and based on, the project proposal presentations. After the project proposal presentations are completed, scores will be combined and evaluated to determine the Apparent Successful Vendor(s).

4.4 NOTIFICATION TO PROPOSERS

The AGENCY will notify the Apparent Successful VENDOR(S) of their selection in writing upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by e-mail.

4.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Any VENDOR who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Unsuccessful VENDOR Notification is e-mailed to the VENDOR. Debriefing requests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Tacoma, Washington on the third business day following the transmittal of the Unsuccessful VENDOR Notification. The debriefing must be held within three (3) business days of the request.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of the firm's proposal;
- Critique of the proposal based on the evaluation;
- Review of proposer's final score in comparison with other final scores without identifying the other firms.

Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person, via Zoom or Teams, or on the telephone and will be scheduled for a maximum of one hour.

4.6 PROTEST PROCEDURE

Protests may be made only by VENDORS who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the VENDOR is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 4:30 PM, local time, in Tacoma, Washington on the third business day following the debriefing. Protests may be submitted by e-mail, but must then be followed with by delivery of a hard copy of the document with an original signature, which the AGENCY must receive within three (3) business days of the email filing.

Vendors protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to VENDORS under this procurement.

All protests must be in writing, addressed to the RFP Coordinator, and signed by the protesting party or an authorized Agent. The protest must state the RFP number, the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the procurement document or AGENCY policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) AGENCY'S assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the AGENCY. The AGENCY President or an employee delegated by the President who was not involved in the procurement will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another VENDOR that also submitted a proposal, such VENDOR will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the AGENCY's action; or
- Find only technical or harmless errors in the AGENCY's procurement process and determine the AGENCY to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the AGENCY options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If the AGENCY determines that the protest is without merit, the AGENCY will enter into a contract with the apparently successful VENDOR. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5. RFP EXHIBITS

- Exhibit A Certifications and Assurances
- Exhibit B Proposed Contract and General Terms and Conditions
- Exhibit C Member Addendum to WIHPE Contract for Title
- Exhibit D Scope of Work
- Exhibit E Vendor Scoring Matrix

EXHIBIT A TO RFP

CERTIFICATIONS AND ASSURANCES

(Note: This form must be signed and submitted with Proposal.)

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the AGENCY without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
5. I/we understand that the AGENCY will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the AGENCY, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

9. I/we grant the AGENCY the right to contact references and other, who may have pertinent information regarding the ability of the VENDOR and the lead staff person to perform the services contemplated by this RFP.

We (check one) ___are ___are not submitting proposed Contract exceptions to the Proposed Contract.

If Contract exceptions are being submitted, I/we have attached them to this form.

On behalf of the VENDOR submitting this proposal, my name below attests to the accuracy of the above statement.

Signature of Proposer

Title

Date

EXHIBIT B TO RFP

PROPOSED CONTRACT

WIPHE CONTRACT FOR TITLE IX SERVICES

THIS CONTRACT is made and entered into by and between the State of Washington, acting by and through Washington State Community College District 22 dba Tacoma Community College, an institution of Washington State government ("AGENCY") located at 6501 S. 19th Street, Tacoma, WA 98466-3100 and XXXXXXXX., a XXXXXXXXX corporation licensed to conduct business in the State of Washington ("CONTRACTOR"), located at XXXXXXXXXXXXXXXXXXXXXXXX for the purpose of providing Title IX services described below.

WHEREAS, certain Washington Institutions of Public Higher Education (WIPHE members) have entered into an Inter local Agreement for Cooperative Purchasing that allows one WIPHE member to enter into a contract for services with a vendor, whereupon AGENCY and other WIPHE members, pursuant to an Addendum specific to that WIPHE member (Member Addendum), may use the same contract to retain the vendor's services.

WHEREAS, the CONTRACTOR has agreed to perform Title IX services, subject to the authority of the AGENCY and pursuant to the Contract and any Member Addenda that will be also subject to the terms of this Contract.

NOW, THEREFORE, the AGENCY and the CONTRACTOR agree to the following terms and conditions:

1. PURPOSE

The purpose of this Contract is for the CONTRACTOR, by and through individuals who are designated in a specific Member Addendum to this Contract, to provide services as described in Paragraph 2 below and as more fully set forth in a specific Member Addendum to this Contract.

2. SERVICES PROVIDED

Services provided by the CONTRACTOR to AGENCY and other WIPHE members may include the following, with the specific services to be provided to AGENCY or another WIPHE member being set forth in a specific Addendum to this Contract.

[insert from RFP response]

The Member Addendum to this Contract will provide services that are specific to the WIPHE member seeking services. The Member Addendum to this Contract shall set out the specific details of the services required, said details to include the compensation/rates consistent with this Contract, the individuals providing services, and the term of assignment that shall not exceed the term of this Contract or extensions thereto.

The CONTRACTOR, the AGENCY, and the other WIPHE members who may contract for services pursuant to a Member Addendum to this Contract understand and agree to the AGENCY's continuing authority and right to expand or limit the scope of services provided pursuant to this Contract.

3. NOTICE and CONTRACT ADMINISTRATION

All Notices required to be provided to the AGENCY by the CONTRACTOR under this Contract or a Member Addendum must be provided in writing to the designated Administrator in the Contract or Member Addendum. All Notices required to be given to the CONTRACTOR by the AGENCY must be provided in writing to the CONTRACTOR'S authorized representative designated in this section. The contact information for the AGENCY and the CONTRACTOR shall be:

Stephen Smith [ssmith@tacomacc.edu] [253-566-5055][6501 South 19th Street Building 14, Tacoma, Washington 98466]

[insert Contractor Authorized Representative and contact information]

Written notice may be personally delivered, sent in the U.S. Mail, or transmitted via email.

4. MODIFICATION TO CONTRACT

Modifications to this Contract and its Terms and Conditions must be approved in advance by the AGENCY. Any modification request shall be presented in writing to the AGENCY using the "notice" provisions listed in Paragraph 3 above. Upon approval by the AGENCY, a written amendment will be signed by all Parties. No services may be performed pursuant to the terms of an amendment until the amendment has been fully executed.

5. COMPENSATION AND PAYMENT

- A. Compensation.** There is no compensation or expenses associated with this Contract unless and until the CONTRACTOR's services are retained and a Member Addendum to this Contract is executed. Compensation for services and/or expenses shall be set forth in a Member Addendum to this Contract. Compensation for Title IX services and expenses shall not exceed the rates set forth in CONTRACTOR'S Response to the

AGENCY's Request for Proposal (is attached hereto as Appendix 2 and incorporated herein) and shall include normal overhead and operating costs. Expenses, if any, shall be pursuant to the Standard Terms and Conditions (is attached hereto as Appendix 1 and incorporated herein). The AGENCY and CONTRACTOR acknowledge that the execution of this Contract in no way obligates the AGENCY or an AGENCY to engage the CONTRACTOR to provide services described above and does not guarantee work or a Member Addendum to this Contract.

- B. Invoices and Payment.** Payment will be made by the WIPHE member listed in a specific Member Addendum to this Contract. Payment shall be timely if paid within 30 days of submittal of a properly completed invoice.

Invoices not including all required information or containing inaccurate information may be returned to the CONTRACTOR for correction without payment until corrected and returned.

The CONTRACTOR must provide detailed and itemized invoices while maintaining confidentiality of parties invoice for services that include at least the below information:

- work performed;
- person assigned;
- date accomplished;
- time spent, in $\frac{1}{4}$ hour increments per task,
- dollars charged;
- the Contractor's Statewide Vendor Payee number;
- a timekeeper summary listing the name of person whose work is in the invoice being billed, the hours billed, the applicable rate and total amount for the person as well as the total amount for all timekeepers; and
- contract balance information, specifically an accounting showing the total contract amount, the invoiced amounts, and the amount remaining on the contract if a dollar maximum has been set.

A WIPHE member who enters into a Member Addendum to this Contract is not liable for payment of services performed before the effective date or after the expiration date of this Contract and Member Addendum, for costs or expenses that exceed the maximum amount of compensation set forth in the Member Addendum, or before an amendment to the Member Addendum is effective and all requisite approvals have been obtained. Absent good cause, WIPHE members are not obligated to pay for services that are billed more than 90 days after the Contractor performs the service.

- C. **Advance Payment Prohibited.** No payment in advance or in anticipation of services or supplies under this Contract, including any Member Addendum to this Contract, shall be made.

6. CONTRACT TERM

The term of this Contract shall extend from _____, 2022, or the date of the last signature, whichever is later, to _____, 20__, unless sooner terminated by the CONTRACTOR or the AGENCY pursuant to the provisions of the Standard Terms and Conditions. **The AGENCY reserves the right to extend the contract for up to two additional two-year periods at the sole discretion of the AGENCY.**

7. ENTIRE AGREEMENT

This Contract, including Appendix 1, Standard Terms and Conditions, and Appendix 2, CONTRACTOR's Response to RFP, and any Member Addendum to this Contract, constitutes the entire agreement of the parties. No agent, employee, or volunteer of either the AGENCY, WIPHE member or the CONTRACTOR has authority to make or has made any statement, agreement, or representation in connection with this Contract that in any way can be deemed to amend, modify, add to, detract from, or otherwise alter its terms and conditions.

In Witness Whereof, College and Consultant have executed this agreement on the day and year first written above.

Consultant

TCC's Budget Manager

Date

Date

TCC's Budget Manager Name (Printed)

UBI #

TCC Budget Number to be Charged

AND

Social Security No. **OR** Employer ID No.

Patty McCray-Roberts Date
Tacoma Community College
Vice President, Administrative Services

Permanent Address (Check will be mailed to
this address):

Street Number

City

State

Zip

Phone Number with Area Code
()-

Approved as to Form

Assistant Attorney General for AGENCY

Date: _____

APPENDIX 1 TO WIHPE CONTRACT

STANDARD TERMS AND CONDITIONS

DEFINITIONS – As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "AGENCY" shall mean the Tacoma Community College of the state of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "Contractor" or "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the Contractor.
- C. "SubContractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.
- D. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers. Personal Information includes "Protected Health Information" as set forth in 45 CFR §164.50 as currently drafted and subsequently amended or revised and other information that may be exempt from disclosure to the public or other unauthorized persons under either Chapter 42.56 RCW or other state and federal statutes.

ACCESS TO DATA – In compliance with RCW 39.29.080, the CONTRACTOR shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the state auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the CONTRACTOR'S reports, including computer models and methodology for those models.

CONTRACTOR agrees to make personal information covered under this agreement available to AGENCY for inspection or to amend the personal information. CONTRACTOR shall, as directed by AGENCY, incorporate any amendments to the personal information into all copies of such personal information maintained by the CONTRACTOR or its SUBCONTRACTORS.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35 – The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT – Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the CONTRACTOR without prior written consent of the AGENCY.

ATTORNEYS' FEES – In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION – The CONTRACTOR shall not use or disclose any information concerning the AGENCY, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law.

CONFLICT OF INTEREST – Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY or a WIPHE member who executed a Member Addendum may, in their sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the AGENCY or WIPHE member that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the AGENCY or WIPHE member who executed a Member Addendum shall be entitled to pursue the same remedies against the CONTRACTOR as they could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the AGENCY and WIPHE member provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which any determination under this clause is made shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

COPYRIGHT PROVISIONS – Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the WIPHE member who executed a Member Addendum, which shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the WIPHE member who executed a Member Addendum effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the contract, CONTRACTOR hereby grants to the

AGENCY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the AGENCY.

COVENANT AGAINST CONTINGENT FEES – The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the CONTRACTOR for the purpose of securing business. The AGENCY shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DISPUTES – All controversies, claims and disputes arising in connection with this Contract shall be resolved informally if possible, but if the parties cannot so resolve their differences, then binding arbitration before a three-person panel shall provide the sole and exclusive remedy for resolving the dispute. The parties shall each select one arbitrator and the two arbitrators chosen by the parties shall select a third arbitrator who shall serve as the panel's Chair. The Chair shall issue all decisions and awards, including those concerning procedure and process. The arbitrators' decision or award, which need not be unanimous but only by majority decision, shall be final and binding on both parties. Each party shall be responsible for the fees and expenses of their chosen arbitrator, and the parties shall each pay $\frac{1}{2}$ of the fees and expenses of the arbitrator who is appointed by the other two arbitrators. The parties' appeal rights are limited to claims of arbitrator bias and manifest disregard of the law.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable dispute resolution method in addition to the dispute resolution procedure outlined above.

FERPA – CONTRACTOR agrees to protect participating students' educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and any applicable policy of the AGENCY. To the extent permitted by law, the Parties may share information from participant students' educational records with each other so that each can perform its respective responsibilities under this CONTRACT but shall not disclose or share education records with any third party

GOVERNING LAW – This contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County or another county in Washington State at the discretion of the WIPHE member who executed a Member Addendum with CONTRACTOR.

INDEMNIFICATION – To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless state, agencies of state and all officials, agents and employees of state, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. CONTRACTOR'S obligation to indemnify, defend, and hold harmless includes any claim by CONTRACTOR's agents, employees, representatives, or any subCONTRACTOR or its employees.

CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the state for any claim arising out of or incident to CONTRACTOR'S or any subCONTRACTOR's performance or failure to perform the Contract. CONTRACTOR'S obligation to indemnify, defend, and hold harmless the state shall not be eliminated or reduced by any actual or alleged concurrent negligence of state or its agents, agencies, employees and officials.

CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless state and its agencies, officials, agents or employees.

INDEPENDENT CAPACITY OF THE CONTRACTOR – The parties intend that an independent relationship will be created by this Contract. The CONTRACTOR and his or her employees or agents performing under this Contract are not employees or agents of the AGENCY. The CONTRACTOR will not hold himself/herself out as or claim to be an officer or employee of the AGENCY or of the state of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

INDUSTRIAL INSURANCE COVERAGE – The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, AGENCY may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. The AGENCY may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by the AGENCY under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

LICENSING, ACCREDITATION AND REGISTRATION – The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

LIMITATION OF AUTHORITY – Only the AGENCY by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the AGENCY.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS – In the event of the CONTRACTOR'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the AGENCY. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

NONDISCRIMINATION – During the performance of this contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations and policies.

OVERPAYMENTS AND ASSERTION OF LIEN – In the event that the AGENCY establishes overpayments or erroneous payments made to the CONTRACTOR under this contract, the AGENCY may secure repayment, plus interest, if any, through the filing of a lien against the CONTRACTOR'S real property or by requiring the posting of a bond, assignment of deposit or some other form of security acceptable to the AGENCY or by doing both.

PRIVACY – Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. CONTRACTOR and its SUBCONTRACTORS agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the AGENCY or as provided by law. CONTRACTOR agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The AGENCY reserves the rights to monitor, audit or investigate the use of personal information collected, used or acquired by the CONTRACTOR through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the AGENCY. CONTRACTOR shall certify the return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the AGENCY for any damages related to the CONTRACTOR'S unauthorized use of personal information.

PUBLIC RECORDS ACT APPLIES – CONTRACTOR acknowledges that AGENCY and WIPHE members are subject to Chapter 42.56 RCW ("Public Records Act") and that this Contract and any record owned, used or retained by CONTRACTOR in connection with a Member Addendum is presumptively a public record as defined in Chapter 42.56 RCW, and is subject to disclosure absent an applicable exemption. CONTRACTOR agrees to provide Agency with the fullest assistance to comply with any public records request it may receive. Such assistance shall include searching all records regarding the Title IX services

Contractor provides, and producing all records that are potentially responsive to a PRA request. CONTRACTOR shall not charge for the time spent gathering and producing records pursuant to a PRA request.

PUBLICITY, ADVERTISING AND MARKETING – The VENDOR agrees to submit to the AGENCY all publicity, advertising and marketing materials relating to this Contract wherein the name of the AGENCY or a WIPHE member who executed a Member Addendum with CONTRACTOR is mentioned or language used from which the connection of the their names may, in the AGENCY's judgment, be inferred or implied. The VENDOR agrees not to publish or use such publicity, advertising and marketing materials without the prior written consent of the AGENCY.

RECORDS MAINTENANCE AND RETENTION – The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. CONTRACTOR shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE – The CONTRACTOR shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

RIGHT OF INSPECTION – The CONTRACTOR shall provide right of access to its facilities to the AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

The CONTRACTOR shall make available information necessary for AGENCY to comply with a person's right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The CONTRACTOR'S internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this contract shall be made available to AGENCY and the U.S. Secretary of the Department of Health & Human Services, upon request.

SAFEGUARDING OF INFORMATION – The CONTRACTOR shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The CONTRACTOR agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

The CONTRACTOR shall protect Personal Information collected, used, or acquired in connection with this Contract, against unauthorized use, disclosure, modification or loss. The CONTRACTOR shall ensure its directors, officers, employees, SUBCONTRACTORS or agents use it solely for the purposes of accomplishing the services set forth in this Contract. The CONTRACTOR and its SUBCONTRACTORS agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of AGENCY or as otherwise required by law. The CONTRACTOR agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form. The CONTRACTOR shall make the Personal Information available to amend as directed by AGENCY and incorporate any amendments into all the copies maintained by the CONTRACTOR or its Sub CONTRACTORS.

The CONTRACTOR shall certify its return or destruction upon expiration or termination of this Contract and the CONTRACTOR shall retain no copies. If the CONTRACTOR and AGENCY mutually determine that return or destruction is not feasible, the CONTRACTOR shall not use the Personal Information in a manner other than those permitted or required by state and federal laws.

AGENCY reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the CONTRACTOR through this contract. The monitoring, auditing, or investigating may include, but is not limited to, “salting” by AGENCY. Salting is the act of introducing data containing unique but false information that can be used later to identify inappropriate disclosure of data.

The CONTRACTOR shall notify AGENCY in writing within five (50 working days of becoming aware of any unauthorized access, use or disclosure. The CONTRACTOR will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The CONTRACTOR agrees to indemnify and hold harmless AGENCY or a WIPHE member who executes a Member Addendum with CONTRACTOR for any damages related to unauthorized use or disclosure by the Contractor, its officers, directors, employees, SUBCONTRACTORS or agents.

Any breach of this clause may result in termination of the Contract and the demand for return of all Personal Information.

SAVINGS – In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY or a WIPHE member who executed a Member Addendum with CONTRACTOR may terminate the Contract under the "Termination for Convenience" clause, without the ten day notice requirement, subject to renegotiation at the discretion of the AGENCY or WIPHE member's discretion under those new funding limitations and conditions.

SEVERABILITY – The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SITE SECURITY – While on a WIPHE member's premises, CONTRACTOR, its agents, employees, or SUBCONTRACTORS shall conform in all respects with physical, fire or other security policies or regulations.

STAFFING – The CONTRACTOR shall timely provide the AGENCY and a WIPHE member who executes a Member Addendum with CONTRACTOR with the qualifications of individual employees before assigning them to a serve in a particular role. Depending on the role, the information should include: curriculum vitae, Title IX experience, Title IX training, investigation experience, hearing experience, experience with relevant Washington laws and regulations (including the Administrative Procedures Act), and trauma informed training. The AGENCY or WIPHE member may reject candidates at its discretion based on lack of qualifications.

SUBCONTRACTING – Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY and WIPHE member who executes a Member Addendum with CONTRACTOR. In no event shall the existence of the subcontract operate to release or reduce the liability of the CONTRACTOR to the AGENCY or WIPHE member for any breach in the performance of the CONTRACTOR'S duties. This clause does not include contracts of employment between the CONTRACTOR and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are carried forward to any subcontracts. CONTRACTOR and its SUBCONTRACTORS agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the AGENCY or as provided by law.

TAXES – All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the Contractor.

TERMINATION FOR CAUSE – In the event the AGENCY or WIPHE member who executes a Member Addendum with CONTRACTOR determines the CONTRACTOR has failed to comply with the conditions of this Contract in a timely manner, they have the right to suspend or terminate this Contract. Before suspending or terminating the Contract, the CONTRACTOR shall be notified in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Contract may be terminated or suspended. In the event of termination or suspension, the CONTRACTOR shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The AGENCY or WIPHE member who executes a Member Addendum with CONTRACTOR reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of fund during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by the AGENCY to terminate the Contract. A termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the AGENCY and WIPHE member who executes a Member Addendum with CONTRACTOR provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

TERMINATION FOR CONVENIENCE – Except as otherwise provided in this Contract, the AGENCY or WIPHE member who executes a Member Addendum with CONTRACTOR may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this Contract is terminated, the AGENCY shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

TERMINATION PROCEDURES – Upon termination of this Contract, the AGENCY or WIPHE member who executes a Member Addendum with CONTRACTOR, in addition to any other rights provided in this contract, may require the CONTRACTOR to deliver to them any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The or WIPHE member who executes a Member Addendum with CONTRACTOR shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by the WIPHE member, and the amount agreed upon by the CONTRACTOR and the WIPHE member for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the WIPHE member, and (iv) the protection and preservation of property, unless the termination is for default, in which case the WIPHE member shall determine the extent of the liability of the WIPHE member. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The WIPHE member may withhold from any amounts due the

CONTRACTOR such sum as the WIPHE member determines to be necessary to protect the WIPHE member against potential loss or liability.

The rights and remedies of the AGENCY and WIPHE members provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a notice of termination, and except as otherwise directed by the AGENCY or WIPHE member who executes a Member Addendum, the CONTRACTOR shall:

- A. Stop work under the Contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the WIPHE member the extent they may require, which approval or ratification shall be final for all the purposes of this clause; Transfer title to the WIPHE member and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract had been completed, would have been required to be furnished to the AGENCY;
- D. Complete performance of such part of the work as shall not have been terminated by the WIPHE member; and
- E. Take such action as may be necessary, or as the WIPHE member may direct, for the protection and preservation of the property related to this contract which is in the possession of the CONTRACTOR and in which the WIPHE member has or may acquire an interest.

TREATMENT OF ASSETS –

- A. Title to all property, including documents and information, furnished by the AGENCY and WIPHE members who execute a Member Addendum with CONTRACTOR shall remain theirs. Title to all property furnished by the Contractor, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the WIPHE member upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the WIPHE member upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the WIPHE member in whole or in part, whichever first occurs.

- B. Any property of a WIPHE member furnished to the CONTRACTOR pursuant to a Member Addendum shall, unless otherwise provided herein or approved by the WIPHE member, be used only for the performance of this Contract.
- C. The CONTRACTOR shall be responsible for any loss or damage to property of the WIPHE members who execute a Member Addendum with Contractor that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- D. If a WIPHE member's property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify them and take all reasonable steps to protect the property from further damage.
- E. The CONTRACTOR shall surrender to the WIPHE member who executes a Member Addendum all of their property prior to settlement upon completion, termination or cancellation of this contract.
- F. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

WAIVER – Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by authorized representative of the AGENCY.

APPENDIX 2 TO WIHPE CONTRACT

PRICING FROM CONTRACTOR'S RFP RESPONSE

[FOR EACH CONTRACTOR, INSERT THE RELEVANT PORTIONS OF THEIR RFP RESPONSE THAT PERTAIN TO FEES, COSTS, AND PRICING]

APPENDIX 3 to WIHPE CONTRACT

Invoices submitted to WIHPE members shall be sent monthly and identify and itemize charges in a format substantially similar to the following example

Contractor name, address, phone number, federal tax identification number; and Contract Number						
Matter or Case	Date Services Provided or Expenses Incurred	Time Spent on Services Provided (1/10 hour increments)	Services Provided or Expenses Incurred	Initials of Person Providing Services or Incurring Reimbursable Expenses	Hourly Rate or Amount of Expenses	Total
Jones	01/08/2023	1.7	Initial telephone with TCC VP (Insert name) to discuss new Title IX matter (insert case name)	AAA	180	306
Jones	01/15/2023	1.2	Investigative Interview with Witness (John Doe)	BBB	150	180
Smith	01/31/2022	n/a	Airfare – fly to Tacoma to interview Complainant and Respondent	BBB	455	455
Total						\$941

EXHIBIT C TO RFP

WIHPE members who engage CONTRACTOR to provide Title IX services pursuant to this WIHPE Contract shall use a Member Addendum substantially similar to the following, which must be approved as to form by the WIPHPE member's assigned assistant attorney general.

MEMBER ADDENDUM TO WIHPE CONTRACT FOR TITLE IX SERVICES

Contract No. _____

Pursuant to the WIPHPE Contract for Title IX Services dated _____, 2022, Contract No. xxxx ("WIHPE Contract"), Exhibit A, this is a Member Addendum to the WIPHPE Contract and confirms the details of CONTRACTOR's engagement with _____ [insert name of WIHPE member]. All provisions, terms and conditions of the WIPHPE Contract apply to this engagement and are in full force and effect.

The purpose of this Member Addendum is (1) to describe the case/matter the CONTRACTOR will work on and set forth the Title IX services that the Contractor will provide WIHPE member, (2) to set forth the period this Member Addendum will be in effect, (3) to specify Contractor's compensation for its services and identify the person or persons who will provide the CONTRACTOR's 's services, (4) to identify the WIHPE member employees that the CONTRACTOR will work with and report to, and (5) to set forth other items that pertain to Contractor's engagement.

1. SERVICES

The CONTRACTOR is being engaged to work on the following matter _____ [describe], and will provide the following services: _____ [list the services – these do not need to include all of the services listed in the WIHPE Contract, but they cannot include any services NOT in the WIHPE Contract].

If additional services are needed, an amended Member Addendum must be executed that includes those services.

2. TERM

This Member Addendum is effective from _____, 20__ to _____, 20__. If additional time is needed, a written amendment to this Member Addendum is required.

3. COMPENSATION AND SERVICE PROVIDERS

_____ [insert name of WIHPE member] shall pay an amount not to exceed \$_____ (“Maximum Amount”) for the performance of all things necessary for or incidental to the performance of services described above and as set forth below:

Maximum amount for fees:	
Maximum amount for expenses:	
Total Contract Amount:	

The persons identified below are the Service Providers authorized to provide the services contemplated by this Member Addendum. This authorization shall remain in effect during the term of this engagement unless revoked sooner by a written amendment to this Member Addendum, or they are no longer employed by CONTRACTOR. If there needs to be a change in Service Providers, CONTRACTOR must notify the WIHPE member immediately. The new Service Providers are subject to approval by the WIHPE member. If CONTRACTOR or WIHPE member believe it would be beneficial to use a Service Provider not identified, an amendment to this Member Addendum must be executed before such individual may perform work.

Name of Contractor's Service Provider	Email and Phone Number	Title/Position	Services to be Provided and Rate for Each Service

Compensation for fees and expenses shall not exceed that which is set forth in CONTRACTOR's Response to the Request for Proposal that relates to the WIHPE Contract and this Member Addendum. If additional funds are needed due to the complexity of the advice, a written amendment to this Member Addendum must be executed before additional costs and expenses are incurred.

4. WIHPE MEMBER'S EMPLOYEES

_____, [insert name and title] will be the person(s) with whom the CONTRACTOR will work and report to. Their email and phone numbers are _____ and () _____ [insert].

5. OTHER

[insert]

Dated this ____ day of _____. 20__.

CONTRACTOR

WIHPE MEMBER

[insert name and address of Company]

[insert name and address of Member]

By _____

By _____

[type name, address and email address of persons signing this agreement]

Approved as to Form

Assistant Attorney General for WIHPE Member

Date: _____

EXHIBIT D TO RFP

SCOPE OF WORK

Title IX services a WIHPE member may request:

1. Title IX and Equity Support: Provide guidance and coaching to WIHPE members. Support may include reviewing of draft reports, providing guidance to leadership, reviewing training materials and/or reviewing relevant institutional policies and procedures.
2. Investigations: Perform impartial investigations, within the specific scope determined by a WIHPE member pursuant to a Member Addendum. The investigation will be independent, objective and thorough, and comply with the WIHPE member's policies and procedures. The investigator will also make all evidence that is directly related to the allegations available to the parties and their advisors for review and response. Unless otherwise directed, the investigator will provide a written report to the WIHPE member summarizing the investigation and all relevant evidence, in accordance with WIHPE member's policy and procedure.
3. Decision Maker: Act as the Decision Maker or a hearing panel member in cases as assigned by the AGENCY. The Decision Maker will conduct impartial and fair, trauma informed hearings; resolve procedural disputes that arise during the hearing; respond to questions, objections, or disruptions of the hearings and not engage in ex parte contact with parties; prepare and conduct pre-hearing procedures as needed; manage logistics of the hearing process; allow AGENCY and its legal counsel to participate as a party at all stages in the process; and draft a written decision with analysis, rationale, factual findings, and conclusions in compliance with all applicable laws, the Washington Administrative Procedure Act (APA), and AGENCY regulations, policies and procedures. If legal issues arise during the course of the proceedings, the firm's personnel will seek legal advice from an appropriately screened Assistant Attorney General when necessary.
4. Hearing Advisor: Serve as hearing advisors in Title IX proceedings and appeals.
5. Appeals: Provide an administrative appeals officer in accordance with the Title IX, the APA and WIHPE member's regulations, policies and procedures.

6. Informal Resolutions: Facilitate informal resolutions for the WHPE member, in accordance with Title IX, applicable state law, and the WHPE member regulations, policies and procedures.
7. Training: Provide training on topics including investigations, hearing officer competencies, understanding the new and existing Title IX Regulations, relevant Washington laws and regulations governing Title IX investigations and hearings, including Washington's APA and WHPE member's rules and regulations, best practices in adjudications and appeals, or other topics as may be requested by a WHPE member.. Specific dates and topics to be determined by mutual written agreement. Any training must be in collaboration with the Attorney General's Office and approved in advance by an attorney in the Education Division or Regional Services Division of the Attorney General's Office.
8. Additional Services: List any additional services proposing to provide to AGENCY

Exhibit E to RFP

Vendor Scoring Matrix

Vendor Scoring Matrix

100 Points Total

Services Proposal–60%

60 Points

	WEIGHT	SCORE
Title IX and Equity Support	10 points	
Investigations	10 points	
Decision Maker	10 points	
Hearing Advisor	05 points	
Appeals	10 points	
Informal Resolution	05 points	
Training	10 points	
	TOTAL	

Management Proposal–20%

20 Points

	WEIGHT	SCORE
Staff Qualifications/Experience	10 points	
Experience of the VENDOR	10 points	
	TOTAL	

	WEIGHT	SCORE
Fees and Costs Proposal–20%	20 points	20 Points
	TOTAL	

**TOTAL
SCORE**