Request for Proposal

ONLINE PROGRAM MANAGEMENT CONSULTING AND RELATED SERVICES

Ellensburg, WA

Reference Bid: RFP# 15-011

Issue Date: August 28, 2015
Letter-of-Intent-to-Respond Due: September 9, 2015
Questions Due: September 9, 2015
Proposals Due: September 21, 2015

Return Proposals To:

Central Washington University
Purchasing Office- Mail Stop 7480
2nd Floor Mitchell Hall
400 E. University Way
Ellensburg, WA 98926-7480

Visit our Web Site: http://www.cwu.edu/contracts/contracts-purchasing-surplus-home

This RFP is also advertised on Washington’s Electronic Business Solution website at:
http://www.ga.wa.gov/webs/
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Campus Map
The undersigned has carefully examined all instructions and specifications and hereby proposes to furnish the services described herein, in accordance with the bid instructions and specifications. (Note: Signature must be in ink and must be that of an individual authorized to act in such capacity for the firm represented.)

1.1 A ‘Letter-of-Intent-to-Respond’ has been submitted on or before September 9, 2015, 3 p.m, as required in order to qualify for participation. (Initial)

1.2 Respondent has responded to all items in Section #5 “Required Responses of all Bidders.” (Initial)

1.3 The response to this RFP has been prepared independently, without consultation, communication or agreement with others for the purpose of restricting competition. (Initial)

1.4 In preparing this RFP, respondent has not been assisted by any current or former employee of the state of Washington whose duties relate to this bid and who was assisting in other than his or her official capacity. Neither does such a person or any member of his or her immediate family have any financial interest in the outcome of this RFP. (Initial)

1.5 Vendors under consideration may be asked to provide current, audited financial statements or the equivalent to include at a minimum: an income statement; statement of cash flows; and a balance sheet. This information is subject to disclosure if it is deemed to be a determining factor in the award decision. Vendor agrees to provide this information upon request by the university. (Initial)

1.6 Six (6) complete original copies of the proposal are included. (Initial)

Any official correspondence related to this Request For Proposal solicitation shall be directed to the owner, Central Washington University, Purchasing Office, Attn: Stuart Thompson, 400 E University Way, MS 7480; Ellensburg, WA 98926-7480; and to the respondent as noted below:

Name and Title of Signing Officer (print)

Company Name and Address

Telephone __________________ Fax Number __________________ Tax I.D. Number __________________

Signature __________________ Date __________________
SECTION #2: GENERAL INFORMATION

2.1 Purpose of Proposal: Central Washington University is seeking proposals for consulting services for Online Program Management with the goal of increasing recruitment, enrollment, and graduation of students in fully online degree programs. (See Section 4 for complete scope of work statement)

2.2 Background: Established in 1891, Central Washington University (CWU) is a publicly assisted university located in Ellensburg, Washington, 100 miles east of Seattle. Over the past four years, public support for the university has declined dramatically, and now constitutes just 16 percent of total university funds. Over the same period, undergraduate resident tuition has increased annually by 14 percent and now is about $8,000 per year.

CWU offers bachelor’s and master’s degrees, and the educational specialist degree. Small class sizes, faculty-student research/mentorship opportunities, and a hands on educational philosophy reinforce a student experience characterized by the words “Learn. Do. Live”. Signature areas of study include music, industrial and engineering technology, education, accounting and supply chain management, geology, aviation, paramedicine, and field archeology.

About 10,300 students are enrolled at CWU, nearly 1,000 of whom attend one of several satellite campuses; another 1,000 are enrolled in online degree programs. Ninety-two percent of CWU students are Washington residents; half of CWU students transferred from another institution, and more than 25 percent are people of color. About 70 percent of CWU students are from western Washington, with concentrations in King, Pierce, Snohomish, and Yakima counties.

CWU offers the most online undergraduate programs in the state of Washington, with degrees in Information Technology & Administrative Management, Law & Justice, Psychology, Sociology, Social Services, Interdisciplinary Studies, Paramedicine, and Professional & Creative Writing, as well as online graduate degree programs in Education, Health & Physical Education, and Information Technology & Administrative Management.

The Office of Multimodal Learning provides support to faculty and students in online courses and programs with a team that includes an executive director, instructional designer, instructional technologist, media technician, instructional design librarian, faculty fellow, and program assistant. Professional development is provided to faculty through training workshops, faculty learning communities, instructional design consultations, course development grants, and master online teacher certification. Instructional technologies supported enterprise-wide include Canvas learning management system, MediaAmp streaming media system, Collaborate web-conferencing, Panopto lecture capture, Turnitin plagiarism detection, and Respondus online exams and proctoring.
2.3 **Term of Contract**: The resulting contract will be awarded in two phases. Phase one will involve institutional discovery and outlining the financial pro-forma for the partnership decision and should be completed by December 1, 2015. If both parties agree to enter into a partnership, phase two of the contract will include the scope of work listed in Section 4 of this RFP document and will be for an initial period of six (6) years. The University reserves the right to renew the contract for an additional four (4) one year periods at the agreement of both parties. **Final award of contract will be contingent on approval and funding by the Central Washington University Cabinet.**

2.4 **University Parking**: Enclosed for your information is a University map. Visitors to campus should stop at the CWU Welcome Center at the corner of Pearl Street and University Way for directions and parking information. The University is not responsible for parking infractions/violations incurred by visitors.

2.5 **WA State Business License Requirement**: Business enterprises, whether an individual, partnership or corporation, must obtain a Washington business license in order to do business in Washington State. Application information may be obtained from the Internet site of the Department of Licensing: http://www.wa.gov/dol/bpd/buslic.htm.

2.6 **Minority and Women’s Business Enterprises**:
In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW the State of Washington encourages participation in all its contracts by MWBE 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 as a subcontractor to a Proposer. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply. Proposers may contact OMWBE at 360-753-9693 to obtain information on certified firms for potential subcontracting arrangements.

The following voluntary numerical MWBE participation goals have been established for this bid: Minority Business Enterprises (MBE’s): 10% and Woman’s Business Enterprises (WBE’s) 8%.
SECTION #3: GENERAL INSTRUCTIONS TO ALL BIDDERS

3.1 Applicable Dates:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requests for Proposals Issued</td>
<td>August 28, 2015</td>
</tr>
<tr>
<td>Letter-of-Intent-to-Respond Due</td>
<td>September 9, 2015, 3pm</td>
</tr>
<tr>
<td>Questions Due</td>
<td>September 9, 2015, 3pm</td>
</tr>
<tr>
<td>Responses to Questions Issued</td>
<td>September 10, 2015</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>September 21, 2015</td>
</tr>
</tbody>
</table>

The University reserves the right to revise this schedule.

3.2 Amendments to Specifications: Any amendment(s) to or error(s) in the specifications called to the attention of the university will be added to or corrected and furnished to all those holding specifications.

3.3 Letter of Intent-to-Respond: Vendors wishing to participate in this RFP process must provide a written Letter-of-Intent-to-Respond. Letter must be received by the date provided in the schedule found in Section 3.1 of this RFP. The letter should state the intent of the vendor to participate in the process, and should also include the name, complete address, phone number, and fax number/email address of a designated individual to whom any correspondence and/or addendums should be sent. Fax or email the letter to the Purchasing Office at (509) 963-2871, or email to thompsst@cwu.edu. Failure to provide this will be considered a material irregularity and deemed reason for rejecting proposals.

3.4 Preparation of Responses: Responses must be prepared on university forms where provided and standard 8.5" x 11" paper for additional submittals. The response should be stapled or bound. Tabs to separate and identify portions of your response are encouraged. The respondent’s name must appear on each page. Responses to the ‘Requirements of Proposals’ must be formatted to correspond numerically to the requirements listed in Section #5.

3.5 Cost of Preparation: The university will not pay respondent costs associated with preparing or presenting any response to this request.

3.6 Number of Copies: Six complete responses must be submitted prior to the time and date stated in section 3.1 (Applicable Dates). All materials become the property of the university upon receipt in the Purchasing Office.

3.7 Multiple Responses: Respondents who wish to submit more than one proposal may do so, provided that each proposal stands alone and independently complies with the instructions, conditions and specifications of the request. If multiple responses are submitted, the university reserves the right to select the most advantageous proposal to the university.
3.8 **Proprietary Information:** Any information contained in the RFP response that is proprietary must be clearly designated. Marking of the entire response as proprietary will neither be accepted nor honored. The university cannot guarantee that all such material noted remains proprietary, particularly if it becomes a significant consideration in contract award. Information will be kept confidential only to the extent allowed by Public Disclosure Law.

3.9 **Questions and Communication via Designated Contact:** All communications and/or questions in regard to this request must be in writing. Questions must be submitted by the date indicated in section 3.1. Respondents are encouraged to either email or fax questions to the Purchasing Office at (509) 963-2871, or e-mail them to Stuart Thompson thompsst@cwu.edu. If mailed, the address is as follows: Central Washington University, Purchasing Office, Attn: Stuart Thompson, 400 E University Way, M/S 7480, Ellensburg WA 98926-7480. In any case, please reference the RFP number found on the cover page of this solicitation.

*Under no circumstances should respondents contact university personnel outside of the opportunity provided herein.*

3.10 **Submitting Responses:** Respondents must submit their responses to the Central Washington University Purchasing Office by Email, mail or hand-delivery (not by Fax). **Emailed responses must use university forms where provided and should be formatted for 8.5 x 11 paper, signed, and saved and submitted as PDF documents.**

Regardless of the method of delivery, the response must arrive at the Purchasing Office no later than the date and local Ellensburg time identified in section 3.1 (Applicable Dates) of these instructions. Late responses will not be reviewed. The method of delivery will be at the discretion of the respondent and will be at the respondent’s sole risk to assure delivery at the designated office. Generally, UPS and Federal Express deliver daily to the Purchasing Office. The university does not take responsibility for any problems in the mail or delivery services, either within or outside the university. Receipt by any other office or mailroom is not equivalent to receipt by the Purchasing Office.

**If Delivery is by Email (preferred) send to:**

thompsst@cwu.edu

**Note:** All emailed Proposals will be confirmed with a return email. It is the bidders responsibility to verify that their proposal has been received by the CWU – Purchasing Office.

If delivery is by mail the address is:

Central Washington University
Purchasing Office  
M/S 7480  
400 E University Way  
Ellensburg WA 98926-7480

If hand-delivered, the physical location is:  
Central Washington University  
Purchasing Office  
Mitchell Hall, 2nd Floor  
Ellensburg WA 98926-7480

3.11 **Late Responses:** Any response received after the hour specified will not be reviewed.

3.12 **Deadline for Submitting Questions:** Questions must be received no later than the date and local Ellensburg time identified in section 3.1 of these instructions. The university will provide a copy of all respondents' questions and corresponding university responses to all those holding specifications. VERBAL REQUESTS FOR INFORMATION OR CLARIFICATION WILL NOT BE HONORED.

3.13 **Public Opening:** A formal bid opening will not be held. Bid information, including price sheets, will not be available for public disclosure until after award of the contract.

3.14 **Clarification of Responses:** As part of the evaluation process, respondents may be asked to clarify specific points in their response and make themselves available for a telephone interview or campus interview as desired. However, under no circumstances will respondents be allowed to make any changes to their responses after the deadline for submission.

3.15 **Reserved Rights:** Subject to the provisions of Chapter 69, Laws of 1996 (SSB 6572), the state reserves the right to:

1. Waive any informality as per WAC 236-48-124.
2. Reject any or all proposals, or portions thereof. WAC 236-48-094 allows the state to "accept any portion of the items proposed" unless the bidder stipulates all or nothing on the proposal.
3. Reissue an IFB, RFQ, or RFP, or negotiate under provisions outlined under RCW 43.19.1911.
4. Award on an all or none basis, taking into consideration reduction in administrative costs as well as unit proposal prices.

3.16 **Invoicing:** The original and one copy of each invoice must be sent to Central Washington University; Accounts Payable; 400 E University Way; Ellensburg, WA 98926-7470. **All invoices must reference the correct Central Washington University purchase order number.**
3.17 Insurance Coverage: The Contractor is to furnish CWU with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. The Contractor shall, at its own expense, obtain and keep in force insurance coverage, which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the University within fifteen (15) days of the contract effective date.

**Liability Insurance**

1) Commercial General Liability Insurance: Contractor shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than $1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the “each occurrence” limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the “each occurrence” limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

2) Business Auto Policy: As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than $1,000,000 each accident. Such insurance shall cover liability arising out of “Any Auto.” Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

**Employers Liability (“Stop Gap”) Insurance**

In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

**Additional Provisions**

Above insurance policy shall include the following provisions:

Additional Insured. The State of Washington, Central Washington University, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other
insurance or self-insurance programs afforded to or maintained by the State.

Cancellation. State of Washington, Central Washington University, shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Identification. Policy must reference the contract number and the agency name.

4. Insurance Carrier Rating. All insurance and bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best’s Reports. Any exception shall be reviewed and approved by Central Washington University, or the Risk Manager for the State of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with chapter 48.15 RCW and 284-15 WAC.

5. Excess Coverage. By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor’s liability under the indemnities and reimbursements granted to the State in this contract.

**Worker’s Compensation Coverage**

The Contractor will at all times comply with all applicable workers’ compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.
SECTION #4: SCOPE OF WORK

4.1 Scope of Work

Summary:

Central Washington University is seeking proposals for consulting services for Online Program Management with the goal of increasing recruitment, enrollment, and graduation of students in fully online degree programs. Only companies with prior experience offering a complete end-to-end suite of online services to universities should respond to this RFP. Acceptance of the proposal by the University shall not constitute a contract between the University and a selected vendor. The University is not obligated to purchase any service nor the least expensive solution.

Desired Scope of Work:

- **Market Research:** Provide robust, technically sound analysis of prospective student markets for newly proposed online programs, as well as existing programs that are seeking to expand.

- **Marketing & Lead Generation:** Create messaging and branding aligned with the strategic marketing plan of the University and program-specific attributes to generate quality leads.

- **Recruitment & Enrollment Services:** Document contacts with students through a Customer Relationship Management system, qualify student prospects, and counsel students in completing application for admission.

- **Student Support:** Provide engagement and retention processes and operational procedures that are used at the company to ensure student success.

- **Faculty Support:** Provide faculty support in instructional design, course development, and best practices in online teaching.

- **24/7 Helpdesk and Technical Support:** Provide operational procedures and mechanisms for 24/7 student support.

- **Accreditation and Authorization Support:** Assist University with accreditation processes and state authorization.

- **Financial Support:** Provide investment capital to grow the University's online programs.
• **Institutional Partnership:** Participate in a partnership with the University to determine services to be provided, identify enrollment goals and assess online program readiness.

**Schedule:**

- **Issue Date:** August 28, 2015
- **Proposals Due:** September 21, 2015, 3pm
- **RFP Review and Interviews:** September 22 – 30, 2015
- **Consultant Selected:** October 1, 2015

Note: The University reserves the right to modify this schedule at any time.
SECTION #5 REQUIRED RESPONSES OF ALL BIDDERS

NOTE: All respondents must provide the required information requested in this section. Information must be presented in a clear, concise and complete format. Responses are to be formatted to correspond numerically with items listed below. Failure to respond to all items in this section may be deemed as sufficient reason to disregard any response.

Respondents must complete, sign in ink, and include ‘SECTION #1 BIDDERS SUBMITTAL PAGE’.

ON SEPARATE COMPANY LETTERHEAD, respondent must reply to each of the following questions in the order presented:

5.1 **Company Profile: (5 points)**
Describe the proposing organization including size, areas of specialization and expertise, client base and any other pertinent information in such a manner that the evaluation committee may reasonably formulate a determination about the stability and strengths of the proposing organization.

5.2 **Company Personnel: (5 points)**
State the name, the title or position, and telephone number of the individuals who would have primary responsibility for the project resulting from this RFP. Disclose who within the firm will have prime responsibility and final authority for the work under this contract. Attach a current resume for each individual.

5.3 **Experience: (15 points)**
Indicate the experience the respondent has in the area of consulting described in Section 4. Describe any additional experience that would substantiate and enhance the qualifications of the respondent in regard to the performance of a contract resulting from this solicitation.

5.4 **Implementation: (40 Points)**
Describe the methods and processes that you would use to complete the tasks and objectives outlined in Section 4.

**Market Research:**
1. Describe how you would provide robust, technically sound analysis of prospective student markets for newly proposed online programs, as well as existing programs that are seeking to expand.
2. If your company utilizes a competitive market analysis, please describe its purpose, how it is presented to clients, and how it is used to optimize services.

**Marketing & Lead Generation:**
3. How does your company create messaging and branding aligned with the strategic marketing plan of the University and program-specific attributes?

4. What type of marketing services would your company provide for the University’s online programs to generate quality leads?

5. What experience or areas of strength does your company have in higher education marketing (national and international) that would lead to strong enrollment growth for the University?

6. Does your company engage in cross selling leads to other partners without consent from the University?

**Recruitment & Enrollment Services:**

7. Describe how contacts with students are substantively documented with your Customer Relationship Management system and how you ensure the data is secure and accurate.

8. What procedures exist to ensure that prospective students receive counsel about their selected online program, technical requirements, proctoring requirements, admission requirements, tuition and fees, and student support services available at the University?

9. What kinds of enrollment information will your company be able to pass to and/or from the University’s Student Information System (PeopleSoft) and Learning Management System (Canvas)?

**Student Support:**

10. Describe the engagement and retention processes and operational procedures that are used at the company to ensure student success. Provide retention data and graduation rates for online programs supported at partner institutions.

11. What services does the company provide to help the University with its career services for online students?

12. What procedures/mechanisms are in place for protection and security of students’ educational records and data? Company must comply with all applicable State regulations and laws, Federal regulations and laws (e.g., FERPA) and University policies and standards regarding the protection and security of student educational records.

**Faculty Support:**

13. Describe the faculty support provided in instructional design, course development, and best practices in online teaching. Provide details of staff experience, qualifications, and times of availability for faculty support.

14. Will the University be able to utilize its existing Learning Management System (Canvas), which is developed, maintained, and hosted by a vendor the University selects?

15. To what extent does your company lock in particular textbooks, digital content, and/or publishers?

16. Will course content remain the intellectual property of the University and faculty pursuant to the University’s existing IP policies?
24/7 Helpdesk and Technical Support:
17. What are the operational procedures and mechanisms used to provide 24/7 student support?
18. Regarding the levels of student support, describe the various tiers available and escalation procedures.
Accreditation and Authorization Support:
19. What is your experience in assisting universities with accreditation processes and state authorization requirements?
Financial Support:
20. What is the source of your investment capital and how many programs can you launch in a single year?
21. Can your company perform all services requested by the University through in-house resources without having subcontracting relationships?
22. Is your company comfortable with 6-year contractual term with possible options to renew thereafter based on agreed upon performance metrics?
23. What kind of financial models and financial details will your company provide to the University?
24. How does your company ensure that it can invest in the online program enough to drive the enrollment objectives of the University?
Institutional Partnership:
25. What process does your company follow to determine which services to provide for the University?
26. What process does your company use to determine enrollment goals and projections for the University?
27. What process or methodology does your company use to assist the University with determining possible online program readiness or what the institution may need to change in order to successfully scale their online programs?
28. How does your company help the University plan for expenses within the online program partnership?
29. How can your company ensure that it does not have other contracted partner universities competing with each other for the same students and the same degree programs? Please share existing competing programs and institutions that are currently clients.

5.5 References: (15 points)
Provide a list of at least three (3) contracts of a size and scope similar to the work described herein that respondent has performed during the last three years. Include a brief description of the project, the contract period, the name of contact person(s) directly involved in the project along with an e-mail address and phone and fax numbers.
5.6 **Timeline: (5 points)**
Provide a performance timeline based on the information presented in the Scope of Work that includes all segments of your proposed work.

5.7 **Revenue & Cost-Sharing Model: (15 points)**
The respondent is to submit a revenue & cost-sharing model for the scope of work detailed in Section 4.
SECTION #6: PROPOSAL AWARD CRITERIA

6.1 Selection Criteria: The following criteria will be used to evaluate the proposals received:

6.1.1 Demonstrated understanding of issues related to consulting for institutions of higher education.

6.1.2 The experience and level of commitment of the firm and/or proposed key individual(s).

6.1.3 Accessibility of key individual(s).

6.1.4 Responsiveness of the written proposal to the purpose and scope of service.

6.1.5 Ability and history of successfully completing contracts of this type, meeting project deadlines and experience in similar work.

6.1.6 All costs, fees, and other expenses associated with the project.

6.1.7 Any other relevant factors.

6.2 Lowest Responsive Bidder: In determining the “lowest responsive bidder” as per RCW 43.19.1911, the following items shall also be given consideration:

6.2.1 The quality of the articles proposed to be supplied, their conformity with specifications, the purposes for which required and the times of delivery.

6.2.2 The ability, capacity, and skill of the bidder to perform the contract or provide the service required;

6.2.3 The character, integrity, reputations, judgment, experience, and efficiency of bidder;

6.2.4 Whether the bidder can perform the contract within the timeframe specified;

6.2.5 The quality of performance on previous contracts or services;

6.2.6 The previous and existing compliance by the bidder with laws relating to the contract or services;
6.2.7 Such other information as may be secured having a bearing on the decision to award the contract such as life cycle costing.

6.3 **Scoring Responses**: Responses will be scored on a point basis with a total of 100 points possible.

6.4 **Presentation**: After evaluation of the proposals, finalist(s) may be asked to make oral presentations and/or conduct a phone interview. Contract award will be made to the respondent who best meets the university’s overall requirements and criteria.
CENTRAL WASHINGTON UNIVERSITY

ONLINE PROGRAM MANAGEMENT
CONSULTING AND RELATED SERVICES

APPENDIX A

FORM OF CONTRACT
INSTRUCTIONS: 1. Must be executed before contractor's services are allowed to commence. 2. To be prepared by the CWU department requesting services. 3. This form is used for all personal services over $50.00 and for purchased services over $500.00 and must be approved by the Director of Business Services and Contracts at least one month prior to the effective date. 4. Obtain signature of contractor on two originals. Leave CWU signature blank. 5. Return both originals with an accompanying requisition to the Director of Business Services and Contracts for processing.

**** The following must be completed before the agreement can be finalized:
Is the Contact or the beneficiary of the payment a U.S. Citizen or U.S. Permanent Resident Alien? __ YES ___ NO

If NO, please contact a Nonresident Alien Tax Specialist in the CWU Payroll Office (509)963-2221****

This AGREEMENT, made and entered into this the day of xxxx, xxx Ellensburg, County of Kittitas, State of Washington, by and between the State of Washington, Central Washington University, hereinafter referred to as the University, and

IRS IDENTIFICATION NO.

hereinafter referred to as the Contractor, in the manner following:

WITNESSETH:
1. The Contractor agrees to furnish from the University materials and services described as follows:

2. Services to commence: . Services to be completed:

3. In consideration of receipt of services described, the Contractor agrees to pay, only after said materials and/or services have been received, and within thirty days of receipt of a properly-detailed and itemized invoice signed by the Contractor.

4. All of the Contractor's travel and per diem expenses shall be the Contractor's sole responsibility. Payment to the Contractor by the University shall not include an additional amount for this purpose. The Contractor hereby agrees that personal travel and per diem expenses (if any) are included in the total compensation as described in Article 3.

5. The Contract Administrator for the University shall be: 6. The Contractor agrees to indemnify, defend and save harmless the State of Washington, the University, its Board of Trustees, officers, agents and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary worker's compensation insurance at Contractor's own cost and expense.
7. The parties agree that the Contractor, and any agents and employees of the Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the University or the State of Washington.

8. The University may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform as required by this agreement. In the event of such termination the University may proceed with the work in any manner deemed proper by the University. The cost to the University shall be deducted from any sum due the Contractor under this agreement.

9. This agreement is not assignable by the Contractor either in whole or in part.

10. The University may be required to withhold federal, state and/or local tax from some or all payments made in connection with this agreement. The University will abide by all tax withholding and reporting requirements as required by law irrespective of any provisions included in this agreement.

11. Time is of the essence of each and all of the provisions of this agreement and shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties.

12. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties shall be binding on any of the parties.

13. The University may require, and request in writing, that the Contractor provide the University with a certificate, binder, or policy of liability insurance acceptable to the University in an amount(s) to be specified by the University. Should the University require such liability insurance to be provided, the Contractor agrees to provide same prior to commencing performance of this contract. Copies of the University's written request and the insurance documents provided by the Contractor shall be attached hereto and made a part hereof.

14. Both parties agree that in fulfilling the terms and conditions of this agreement that neither shall discriminate on the basis of race, creed, color, national origin, age, sex, marital status, or the presence of a physical, sensory, or mental handicap.

15. All obligations of the parties under the terms of this agreement as of the date of termination shall survive such termination.

16. Should any term or condition of this agreement or application thereof to any person or circumstance be held invalid, such invalidity shall not affect other terms, conditions, or applications of the agreement which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this agreement are declared severable.
17. No delay or failure of either party in exercising any right hereunder, and no partial or single exercise thereof, shall be deemed to constitute a waiver of such right or any other right hereunder.

18. This agreement shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Washington. In the event of commencement of suit, venue may be laid in Kittitas County, State of Washington, the principal place of business of Central Washington University.

19. The parties acknowledge that they have read and understand this agreement including any supplements or attachments thereto, and do agree thereto in every particular. The parties further agree that this agreement constitutes the entire agreement between all parties and supersedes all communications written or oral heretofore related to the subject matter of this agreement.

This AGREEMENT has been executed by and on behalf of the parties hereto the day and year first above written.

Central Washington University

__________________________
(Name, Title)

__________________________
Date

Contractor Signatory Authority

__________________________
(Name, Title)

__________________________
Date

Approved as to form only, by Kim Loranz, Assistant Attorney General, November 5, 2006. Distribution by Business Office: Original, Business Services and Contracts; Original, Contractor; Copy, Department. CWU-BSC001 (REV 10/06)
APPENDIX B

TERMS AND CONDITIONS OF ANY SUBSEQUENT AGREEMENT WITH OTHER WASHINGTON INSTITUTIONS OF PUBLIC HIGHER EDUCATION (WIPHE) COOPERATIVE MEMBERS
Appendix B: Terms and Conditions Specific to Washington Institutions of Public Higher Education
Cooperative Purchasing

1. Definitions:
   WIPHE: Washington Institutions of Public Higher Education who are signatories to the Interlocal Agreement for Cooperative Purchasing.

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

   Committed Participants: Those WIPHE members who respond affirmatively to the Lead Institution’s request for participation, and whose estimated purchase volume will be included in the solicitation/negotiation documents.

   Potential Participants: All other WIPHE member institutions who are not Committed Participants. Potential Participants may choose to use any contract awarded, provided the contractor will accept their participation.

2. No Exclusivity Implied: This bid provides no exclusive arrangements for obtaining product or services by any WIPHE Institution who has not specifically been identified as committed participants. Potential Participants may purchase any product or services in this bid through their own processes for competitive procurement or via other cooperative purchasing arrangements at their disposal.

3. Contract Administration: This contract shall be administered by the Lead Institution, the Committed Participants, and any other Potential Participant who subsequently use a resulting agreement, in the following manner:

   A. The terms and conditions contained in their entirety in any contract which results through the Lead Institution’s solicitation may not be altered except as provided herein, or, unless approved in writing by the Lead Agency’s Purchasing Manager.

   B. WIPHE Institutions 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 bidder to providing similar arrangements to the other Institutions pursuant to any Best Customer provisions of a contract.

   C. WIPHE Institutions shall individually be responsible for their obligations to the awarded contractor pursuant to any purchase associated with this agreement. Likewise, the Vendor shall be responsible for their obligations to the WIPHE Institutions pursuant to this agreement. All reasonable efforts will be made by the Vendor and the WIPHE Institutions to satisfy any breach of these obligations, or, disagreements arising between the individual WIPHE
Institution and the Vendor. Resolution may take several forms, including cancellation of specific arrangements between the Vendor and the Institution. Resolutions of any nature shall not have a binding effect on any other Institution.

D. In the event a breach or disagreement cannot be resolved between the Institution(s) and the Vendor, 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.

E. The Lead Institution may at any time act on behalf of any WIPHE Institution in resolving breach of contract, or, to settle disputes in accordance with this agreement.

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

5. **Award in Best Interest of WIPHE**: Central Washington University reserves the right to award the contract 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, members of WIPHE will issue separate purchase orders to the successful vendor(s) if they choose to acquire the items pursuant to this award.

All questions regarding this bid must be directed to Central Washington University as the Lead Institution. All information relating to this solicitation will be retained by Central Washington University as the official public record.

6. **WIPHE Cooperative Members**:

   **Four Year Institutions**:
   - Central Washington University, Ellensburg
   - Eastern Washington University, Cheney
   - The Evergreen State College, Olympia

   **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
   - Centralla College, Centralia
   - Clark College, Vancouver
   - Clover Park Technical College, Lakewood
   - Columbia Basin College, Pasco
   - Edmonds Community College, Edmonds
   - 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
   - South Puget Sound Community Col., Olympia
   - Community Colleges of Spokane, Spokane
   - Tacoma Community College, Tacoma
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APPENDIX C

PROTEST PROCEDURE
Debriefing and Protest Procedures

Debriefing Conference and Protest Procedure:
All vendors who have submitted proposals in accordance with this RFP shall be provided a “Notice of Intent to Award” upon completion of the final evaluations by the University. The following process for protest and debriefing is available to vendors who have submitted a proposal in accordance with this RFP.

Optional Vendor Debriefing:
Vendors who have submitted a proposal in accordance with this RFP may request an optional debriefing conference to discuss the evaluation of their response. The request must be made in writing within five business days from receipt of the “Notice of Intent to Award”. Requests are to be made to the University contact person as identified on the ‘Response Submittal Sheet’, page 1 of this RFP document. Vendors must be available to attend the debriefing conference held in Ellensburg, Washington within 5 days of the request.

The debriefing will not include any comparisons between the vendors’ response and any other responses submitted; However, the University will attempt to address all questions and concerns in this debriefing.

Protest Procedure:
Protests may be made after the agency conducting the acquisition has announced the apparently successful vendor and after the protesting vendor has had a debriefing conference with that agency. Protests may be made on only these grounds:

- Arithmetic errors were made in computing the score.
- The agency failed to follow procedures established in the solicitation document, the IT Investment Policy, the IT Investment Standards, or applicable State or Federal laws or regulations.
- There was bias, discrimination, or conflict of interest on the part of an evaluator.

Protests are always made to the agency conducting the acquisition. A person authorized to bind the vendor to a contractual relationship must sign the protest letter. The agency must receive the written protest within five (5) business days after the debriefing conference.

Individuals not involved in the protested acquisition will objectively review the written protest material submitted by the vendor and all other relevant facts known to the agency. The agency must deliver its written decision to the protesting vendor within five business days after receiving the protest, unless more time is needed. The protesting vendor will be notified if additional time is necessary.
If the protesting vendor is not satisfied with the agency’s decision, it may appeal. Written notice of appeal to the agency must be received by within five (5) business days after the vendor receives notification of the agency's decision.

In conducting its review, the agency will consider all available relevant facts. The Agency will resolve the appeal in one of the following ways:

- Find that the protest lacks merit and uphold the agency's action.
- Find only technical or harmless errors in the agency's acquisition process, determining the agency to be in substantial compliance, and rejecting the protest; or
- Find merit in the protest and provide options to the agency, including:
  - Correcting errors and reevaluating all proposals;
  - Reissuing the solicitation document; or
  - Making other findings and determining other courses of action as appropriate.

The agency will issue a written decision within five (5) business days after receipt of the notice of appeal, unless more time is needed. The protesting vendor will be notified if additional time is necessary. The agency’s determination is final; no further administrative appeal is available.

**Form and Content:** A written protest must contain the facts and arguments upon which the protest is based and must be signed by a person authorized to bind the vendor to a contractual relationship. At a minimum, this must include:

- The name of the protesting vendor, its mailing address and phone number, and the name of the individual responsible for submission of the protest.
- Information about the acquisition and the acquisition method and name of the issuing agency.
- Specific and complete statement of the agency action(s) protested.
- Specific reference to the grounds for the protest.
- Description of the relief or corrective action requested.
- A copy of the issuing agency's written decision on the protest.
Pursuant to RCW 43.19.704 and WAC 236-48-085, the Department of General Administration Office of State Procurement has established lists of states, which grant a preference to their in-state businesses and the appropriate percentage increase applicable against firms submitting bids from these states for goods and services. Bids in excess of $43,900 only are subject to the instate preference reciprocity provisions of RCW 43.19.700.

For purpose of evaluating bid prices, the buyer is to add an amount equal to the appropriate percentage to each bid submitted from that state.

See Link below for preferences & conditions listed by state:

Document will be provided by mail upon receipt of a request faxed to: (509) 963-2871