



Request for Quotes and Qualifications (RFQQ)

Conflict Resolution Services and Training

**Western Washington University
Bellingham, WA**

Reference Proposal: RFQQ # JR-19-2459

Solicitation Posted:	April 15, 2019
Questions Submitted:	April 26, 2019, 11:00 a.m. (PST)
Proposals Due:	May 6, 2019 3:00 p.m. (PST)

NOTE: RFQQ Proposal submittals must be received by Western Washington University prior to 3:00 p.m. (PST) on May 6, 2019. Time of receipt is defined as the time that the WWU Purchasing Department inbox records that the response was received by Western Washington University, NOT the Respondent's transmittal. Any bids received after 3:00 p.m. (PST) May 6, 2019 will be rejected.

Return E-mailed Proposals To:

**Janette Rosebrook
Contract Administration
Western Washington University
Purchasing.Department@wwu.edu**

RESPONDENT'S RFQQ CHECKLIST

The Most Critical Things to Keep in Mind When Responding to an RFQQ for Western Washington University:

1. _____ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; contract requirements (i.e., contract performance, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the procedures for communication with the university during the RFQQ process.** All communication during the RFQQ process must be in writing. Respondents should not contact university personnel outside of the opportunity provided in the document.
3. _____ **Take advantage of the "question and answer" period.** Submit your questions in writing to the RFQQ Coordinator by the due date listed in the "(Schedule of Procurement Activities)" sections and view the answers given in the formal "addenda" issued for the RFQQ. All addenda issued for an RFQQ are posted on WEBS and will include all questions asked and answered concerning the RFQQ.
4. _____ **Follow the format required in the RFQQ** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
5. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the university or the evaluation committee will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with the university. The proposals are evaluated based solely on the information and materials provided in your response.
6. _____ **Use any forms provided.** e.g., Respondent's submittal page, reference forms, attachment forms, etc.
7. _____ **Before submitting your response:** Check WEBS at: <http://www.ga.wa.gov/Business/3start.htm> to see whether any addenda were issued for the RFQQ.
8. _____ **Review and read the RFQQ document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
9. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Procurement Activities section and be sure to submit all required items on time. Late proposal responses are **never** accepted.

This checklist is provided for assistance only and should not be submitted with Respondent's Response.

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SECTION #1: RESPONDENTS SUBMITTAL PAGE

The undersigned has carefully examined all instructions and specifications and hereby proposes to furnish the goods and services described herein, in accordance with the 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 Respondent has responded to all items in Section # 5 "Required Responses of all Respondents" _____ **(Initial)**
- 1.2 The response to this RFQQ has been prepared independently, without consultation, communication or agreement with others for the purpose of restricting competition. _____ **(Initial)**
- 1.3 In preparing this RFQQ, respondent has not been assisted by any current or former employee of Western Washington University or the state of Washington whose duties relate to this Proposal 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 RFQQ. _____ **(Initial)**
- 1.4 Respondents 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. Respondent agrees to provide this information upon request by the university. _____ **(Initial)**
- 1.5 Submission of the attached proposal constitutes acceptance of the solicitation contents and all 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. _____ **(Initial)**
- 1.7 The attached proposal is a firm offer for a period of ninety (90) days following receipt, and it may be accepted by the UNIVERSITY without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period. _____ **(Initial)**

Any official correspondence related to this solicitation shall be directed to the owner, Western Washington University, Purchasing Department, Attn: Janette Rosebrook, 516 High Street; MS-1420; Bellingham, WA 98225; and to the Respondent as noted below:

Name and Title of Signing Officer (print)

Company Name

Address

City, State, Zip

Telephone

Fax Number

Tax I.D. Number

UBI Number

Signature

Date

E-mail

SECTION #2: INTRODUCTION AND BACKGROUND

2.1 Purpose of Proposal:

Western Washington University is seeking proposals from qualified Respondents for Conflict Resolution Services and Training. Western Washington University reserves the right, based on the responses submitted, to award multiple contracts.

The purpose of this competitive procurement process is to assist Western Washington University in selecting Respondents that will best meet the university's needs. The RFQQ provides Respondents a means to present their services and abilities for an objective review. **Please Note that a Respondents submitting proposals in response to this RFQQ may also be referred to as "Contractor" "Respondent" or "Bidder" in this RFQQ.**

General. Western Washington University values its employees and the work that its employees perform. It expects the entire university community to exhibit respect and inclusiveness, to ensure a safe, caring workplace and educational environment. At times, individuals and workgroups need assistance in working through difficult situations, communication dysfunction, and change. These situations are generally identified through Human Resources staff interaction with individual employees and/or managers, supervisors, and appointing authorities.

Objectives: Western Washington University is seeking Contractors to provide Conflict Resolution Services and Training on an as-needed basis to Western Washington University's individual employees and work groups in an effort to improve work environments.

This is a process in which the participants, with the support of a mediator, identify issues, develop options, consider alternatives and make decisions about future actions and outcomes. The mediator acts as a third party to assist the participants to reach their decisions.

2.2 University Background:

Administration: One of six state-funded, four-year institutions of higher education, Western Washington University operates on a September-to-June academic year (quarter system) with a six-and nine-week summer session. Current student enrollment is approximately 15,000 for the school year 2018-2019.

Campus: A residential campus, Western houses about a third of its students in 16 campus residences. Our 215-acre campus includes the student-funded Wade King Student Recreation Center and the 38-acre Sehome Arboretum, operated jointly with the city of Bellingham. Western also has off-campus facilities at Shannon Point Marine Center in Anacortes and a 15-acre student-University facility at nearby Lake Whatcom. Woodring College of Education and the University's Extended Education and Summer Programs offer classes and certificate and degree programs in Bremerton, Everett, Port Angeles, Port Townsend, Poulsbo, Tacoma and Seattle.

2.3 Term of Contract: The contract will have an initial term of three (3) years beginning on or around June 1, 2019, with three one (1) year extensions available upon mutual agreement of both parties. In no event will the total amount of the awarded contract exceed \$100,000.00. A sample services agreement is attached this RFQQ.

SECTION #3 GENERAL INFORMATION AND INSTRUCTIONS

3.1 **RFQQ Coordinator**

The RFQQ Coordinator is the sole point of contact in the University for this Procurement. All communication between the Respondent and the University upon receipt of this RFQQ shall be with the RFQQ Coordinator, as follows:

Name	Janette Rosebrook
Department	WWU Purchasing
Phone Number	360-650-4478
E-Mail Address	Janette.rosebrook@wwu.edu

Any other communication will be considered unofficial and non-binding on the University. Respondents are to rely on written statements issued by the RFQQ Coordinator. Communication directed to parties other than the RFQQ Coordinator may result in disqualification of the Respondent.

3.2 **Schedule of Procurement Activities**

• RFQQ solicitation issued	4/15/2019
• Last date for Questions regarding RFQQ	4/26/2019
• Answers to any questions received are summarized and posted as addenda on WEBS	4/30/2019
• Proposals/Quotes Due	5/6/2019
• Evaluate Proposals	5/06/2019 – 05/10/2019
• Contract review and signatures	5/13/2019- 5/17/2019
• Contract completion and notify unsuccessful Respondents	5/20/2019
• Estimated Project start date	06/01/2019
• Estimated Contract Completion	05/31/2022 or later per written amendment

The University reserves the right to revise this schedule.

3.3 **Questions and Communication:**

All communications and/or questions regarding this request must be in writing. Questions must be submitted electronically to the RFQQ Coordinator listed in 3.1 (janette.rosebrook@wwu.edu). Reference the RFQQ number found on the cover page of this solicitation in your email.

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

3.4 **Deadline for Submitting Questions:**

Questions must be received by the RFQQ Coordinator no later than the date identified in section 3.2 of these instructions. Questions must be submitted via email. The university will summarize all questions and answers and post as an addendum on WEBS. VERBAL REQUESTS FOR INFORMATION OR CLARIFICATION WILL NOT BE HONORED.

3.5 **Amendments to Specifications:**

In the event it becomes necessary to revise any part of this RFQQ, addenda will be posted on WEBS, Washington's Electronic Business Solution. URL: <http://www.ga.wa.gov/Business/3start.htm>
Notice of an addendum should be sent via e-mail by the WEBS system to advise the addendum is available for

download. It is the responsibility of Respondent to check for any addendums. The University also reserves the right to cancel or to reissue the RFQQ in whole or in part, prior to execution of a contract.

3.6 Preparation of Responses:

Responses must be prepared on and submitted on university forms where such forms are provided. Responses to the 'Required Responses' section, if applicable, must be formatted to correspond numerically to the requirements listed in Section #5.

The major sections of the proposal are to be submitted in the order noted below:

- Respondent Submittal Page #5
- Letter of Introduction (described in Section 5)
- Required Responses (described in Section 5)
- Cost Proposal (described in Section 5)
- Exceptions or Assumptions

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

3.7 Submitting Responses:

Respondents must submit their electronic responses to the Western Washington University Purchasing Department no later than the date and local Bellingham time identified in section 3.2 (Schedule of Procurement Activities) of these instructions.

The Respondent response is to be sent to the RFQQ Coordinator and have the RFQQ# clearly identified within the Subject Line as provided on the cover page. Proposals must be sent to the e-mail address below. **Please note – this e-mail address is intentionally not the same as the RFQQ Coordinator's and that used to submit questions.**

- Purchasing.department@wwu.edu
- RFQQ# JR-19-2459
- Due Date and Time: **May 6, 2019 3:00 pm (PST)**

3.8 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.

3.9 Late Responses:

Any response received after the time specified will not be reviewed.

3.10 Public Opening:

A formal bid opening will not be held. Bid and/or Proposal information, including price sheets, will not be available for public disclosure until after award of the contract.

3.11 Most Favorable Terms and Clarification of Responses:

The University 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 that the Respondent can propose.

The University does reserve the right to contact a Respondent for clarification of its proposal during the evaluation process. In addition, if the Respondent is selected as the apparent successful Respondent, the University reserves the right to enter into contract negotiations with the apparent successful Respondent, which may include discussion regarding the terms of the proposal. Contract negotiations may result in incorporation of some or the Respondent's entire proposal. The Respondent should be prepared to accept this RFQQ for incorporation into a contract resulting from this RFQQ. It is also understood that the proposal will become part of the official procurement file.

If additional information is required to make a final decision, Respondent responding to the solicitation may be contacted asking that they submit their "best and final offer," which must include any and all discussed and/or negotiated changes. The University reserves the right to request a "best and final offer," if any, based on price/cost alone.

If contract negotiation is unsuccessful or the highest ranking Respondent fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, the University may terminate negotiations and begin negotiations with the next highest ranking Respondent.

3.12 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 200-300-120.
2. Reject any or all proposals, or portions thereof. WAC 200-300-080 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, RFP, or RFQQ, 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.

3.13 WA State Business License Requirement:

Business enterprises, whether an individual, partnership or corporation, may be required to 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: <https://www.dol.wa.gov/business/professionals.html>

3.14 Minority and Women's Business Enterprises:

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) 10%.

These goals are voluntary, but achievement of the goals is encouraged. 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 bids/proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award or completion of the contract work, and bids and proposals will not be rejected or considered non-responsive if they do not include MWBE participation. Respondents may contact OMWBE at 360-753-9693 to obtain information on certified firms for potential subcontracting arrangements.

3.15 In-State Preference/Reciprocity

Pursuant to RCW 39.26.260 RCW 39.26.260, RCW 39.26.271 and WAC 200-300-075, the Washington State Department of General Administration has established a schedule of percentage increases to be added to Bids and Proposals from vendors in states that grant a preference to vendors located in their state or for goods manufactured in their state. The percentages related to each respective state are provided in the Reciprocity List located at <http://www.ga.wa.gov/pca/ recip.htm> and apply only to Bids and Proposals received from those states listed.

The appropriate percentage will be added to each Bid or Proposal bearing the address from a state with in-state preferences rather than subtracting a like amount from Washington State Bidders.

This action will be used only for analysis and award purposes. In no instances shall the increase be paid to a Bidder whose Bid or Proposal is accepted and awarded a Contract.

3.16 Other Institutions and Agencies Eligible for Purchase

This solicitation is being issued by Western Washington University (The Lead Institution) pursuant to the Interlocal Cooperative Act, RCW 39.34, and offers the Respondent(s) awarded the contract an opportunity to make any resulting contract available to members of the Washington Institutions of Public Higher Education purchasing cooperative (WIPHE).

Participants in the Washington Institutions of Public Higher Education (WIPHE) Interlocal agreement may establish an institution specific agreement with the Respondent(s) awarded the contract at any time during the term of this Contract. The term of the institution specific agreement may have a term, if mutually agreed upon, which extends beyond the term of the Lead Institution's Contract. In that event all terms and conditions of the Lead Institution's Contract will inure to the participating institution's agreement. In addition to the University, other public agencies and political subdivisions within the State of Washington, pursuant to the Interlocal Cooperative Act, RCW 39.34 may be interested in utilizing the resulting contract(s).

3.17 Proprietary Information:

Materials submitted in response to this competitive procurement shall become the property of the University.

All proposals received shall remain confidential until the contract, if any, resulting from this RFQQ, is signed by the University and the apparent successful Respondent; thereafter, the proposals shall be deemed public records as defined in RCW 42.56.040 to 42.56.550, "Public Records."

Any information in the proposal that the Respondent desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56.040 to 42.56.550 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Respondent is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The University will consider a Respondent's request for exemption from disclosure; however, the University will make a decision predicated upon Chapter 42.56 RCW and Chapter 143-06 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored. The Respondent must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected Respondent has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.56.120. No fee shall be charged for inspection of contract files, but twenty-four (24) hours notice is required. All requests for information should be directed to the University Public Records Officer. See: <https://wp.wvu.edu/rcps/public-records-2/>.

3.18 Rejection of Proposals

The UNIVERSITY 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 RFQQ.

3.19 Insurance Coverage:

The Respondent shall provide evidence of insurance coverage as set out in this section. The intent of the required insurance is to protect the University should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Respondent or Respondent's subcontractor, or agents of either, while performing under the terms of this Contract.

If awarded the contract, and before the start of the Contract, the Respondent shall furnish the University with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract. Certificates of insurance shall be sent to **Contract Administration Office, Western Washington University, Administrative Services Building, 333 32nd St, MS-1420, Bellingham WA 98227.**

All insurance referred to herein shall be issued by companies admitted to do business within Western Washington University and have a rating of A-, Class VIII or better in the most recently published edition of AM Best's Reports.

The University shall be provided forty-five (45) days advance written notice before cancellation, non-renewal or material change in coverage of any insurance referred to herein.

Western Washington University, its trustees, officers, directors, employees, agents and volunteers shall be named as an additional insured (except for Worker's Compensation and Professional Liability Insurance), and the Respondent waives all rights against Western Washington University for recovery of damages to the extent these damages are covered by insurance policies maintained pursuant to this Contract.

All insurance provided in compliance with this Contract shall be primary and shall not contribute to any other insurance or self-insurance programs afforded to or maintained by the University.

Respondent shall include their subcontractors as insureds under all required insurance policies, or shall obtain separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein.

Respondent or their subcontractor(s) failure to comply with Contract insurance requirements does not limit the Respondent's liability or responsibility to the University.

Commercial General Liability (CGL) Insurance. The Respondent shall maintain commercial general liability (CGL) insurance, and, if necessary, commercial umbrella or excess insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General and Products-Completed Operations aggregate limit shall be at least \$2,000,000.

CGL insurance shall be written on ISO Occurrence Form CG 00 01 (or its equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, fire, legal, medical expense, and liability assumed under an insured contract (including defense costs assumed under contract), and contain Separation of Insureds Clause (Cross Liability).

This Contract shall be specifically scheduled as an "Insured Contract" under the policy, or insured as such under the blanket contractual liability provisions of the policy.

The Respondent shall maintain employers' liability insurance (or stopgap) and, if necessary, commercial umbrella or excess 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.

Business Auto Policy (BAP). Respondent shall maintain a business auto policy (BAP) with liability insurance and, if necessary, commercial umbrella or excess liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." BAP insurance coverage shall be written on ISO form CA 00 01 (or its equivalent coverage). If necessary the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01.

Worker's Compensation. The Respondent shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of the Respondent. If the Respondent fails to comply with all State of Washington worker's compensation statutes and regulations, the Respondent shall indemnify the University for all fines, payment of benefits to employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

Deductibles or Self-Insured Retention. Any deductible or self-insured retention applicable to any insurance shall be identified in the certificates of insurance and the responsibility for paying the part of any loss not covered

because of application of deductible(s) or self-insured retention shall be the responsibility of the Respondent.

Professional Liability (E&O) Insurance. The Respondent shall maintain professional liability (E&O) insurance and such coverage shall cover loss resulting from Respondent's rendering or failing to render the professional services to the University as required under this Contract. The insurance shall have minimum limits no less than \$1,000,000 per occurrence with a \$2,000,000 policy aggregate.

Cyber Liability and Crime Insurance Coverage: The insurance policies mentioned above shall include cyber liability and crime insurance coverage, or the Respondent shall maintain a separate insurance program for these exposures. Coverage shall insure the financial and electronic data interests of Western Washington University for theft, disappearance, destruction, computer fraud, computer hacking, employee dishonesty, extortion, virus infection, vandalism, loss of data and other cyber-related perils.

SECTION #4: SPECIFICATIONS/REQUIREMENTS AND SCOPE OF WORK

4.1 General Overview:

Western Washington University is seeking Contractors to provide Conflict Resolution and Training on an as-needed basis to Western Washington University's individual employees and work groups in an effort to improve work environments.

This is a process in which the participants, with the support of a mediator, identify issues, develop options, consider alternatives and make decisions about future actions and outcomes. The mediator acts as a third party to assist the participants to reach their decisions.

4.2 Statement of Work:

Contractors are expected to perform the following functions:

- Work with Western Washington University Human Resources staff members to identify strategies for resolving situations requiring dispute resolution, employee and/or supervisor coaching.
- With the general direction of the Human Resources staff, work with individual employees and/or supervisors, managers, and/or appointing authorities to develop and manage specific action plans to resolve identified situations.
- Recommend further strategies and actions to address continuing problems.
- Facilitate training to individual departments in areas of Respondent's expertise as requested.
- All work requests are to be initiated through HR. Contractor will direct WWU managers/supervisors to HR to screen requests to use Contractor services.
- All records and reports (including: initiation, plan, updates, and closure of services) will be created and shared with either HR or the chain of command to the unit(s) involved. Records are subject to the Public Records Act R.C.W. 42.56. This should be reflected in any statements of privacy associated with services.

WWU reserves the right to add additional projects through the resulting contract period.

SECTION #5 REQUIRED RESPONSES OF ALL RESPONDENTS

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.

5.1 Respondent Submittal Page (Section1)

The Respondent Submittal Page must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor of a sole proprietorship. Along with introductory remarks, the Submittal Page is to include the following information about the Respondent:

- Name, address, principal place of business, telephone number, and fax number, e-mail address of legal entity or individual with whom contract would be written.
- Legal status of the Respondent (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists including names of owners, principals, and/or officers.
- 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.
- Location of the facility from which the Respondent would operate.
- 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 Respondent's organization. If following a review of this information, it is determined by the University that a conflict of interest exist; the Respondent may be disqualified from further consideration for the award of a contract.
- If the Respondent contracted with the State of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract
- If the Respondent's staff was an employee of the State of Washington during the past 24 months, or is currently a Washington state employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.

5.2 Company Profile:

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.

5.3 Company Personnel:

State the name, the title or position, and telephone number of the individuals who would have primary responsibility for the projects resulting from this RFQQ. Disclose who within the business will have prime responsibility and final authority for work under the contract. Provide an organizational chart of your business indicating lines of authority for personnel involved in performance of this potential contract and relationships of

this staff to other programs or functions of the business. This chart must also show lines of authority to the next senior level of management.

Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel. Provide resumes' for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information such as professional licenses or certifications. Provide the number of years of experience providing these services and the number of hours of training the staff has completed relative to the service description.

5.4 Experience:

Indicate the experience the Respondent has in the area of consulting identified in section 2.1. 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. Include a complete description of the Respondent's proposed approach and methodology. This description must include how the Consultant will comply with the University's confidentiality requirements.

5.5 References:

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 email address and phone and fax numbers.

5.6 Fees/Hourly Rates:

Identify all costs (hourly rates) to be charged for performing the tasks necessary to accomplish the objectives of the contract as stated herein. Please provide a schedule of fees for the conflict resolution, mediation services (solo and co-mediation) and training services you can offer to the University.

5.7 Administrative or Miscellaneous Fees:

In addition to the costs (hourly rate) for conflict resolution and training services, please list any additional administrative fees you assess including, but not limited to, copying fees, material fees or transcription services. Please attach your schedule of fees for any services not already covered in service or training costs in 5.6 above.

5.8: Travel Costs:

Do you include travel expenses as part of your service costs, and if so, do you accept State of Washington per diem rates listed at <https://www.ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf>? Do you expect reimbursement for travel time? Please attach a description of type of travel expenses that you expect you may incur in the provision of these services.

5.9: Miscellaneous:

Please provide details on any additional related services your business may offer.

5.10: Exceptions – Discuss proposed exceptions. Exceptions may result in a response being declined.

SECTION #6: EVALUATION AND CONTRACT AWARD

6.1 Evaluation:

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

The final selection depends upon both the evaluation criteria and the cost of the proposed solution. The process is

designed to award this procurement not necessarily to the Respondent of least cost, but rather to the proposal which best meets the requirements of this RFQQ. However, Respondents are encouraged to submit proposals that are consistent with State and University efforts to conserve state resources.

6.2 Evaluation Criteria:

Evaluation and selection of a Respondent will be based on the information submitted in the proposals plus any oral presentations or demonstrations, if applicable. Award criteria shall include all factors identified in RCW 43.19.1911 and the requirements provided in this RFQQ. No MWBE preference will be included in the evaluation of bids/proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award and bids/proposals will not be rejected or considered non-responsive on that basis.

The sections of the proposal that respond to the requirements including company information. Deviations will be defined as material, which means that a proposal will be disqualified in its entirety, or immaterial, which means the deviation may, at our option, be accepted. The University reserves the right to waive minor deficiencies in a proposal. The decision as to whether a deficiency will be waived or will require rejection of a proposal will be solely within the discretion of the University.

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

- 6.2.2 Demonstrated understanding of issues related to consulting for institutions of higher education.
- 6.2.3 The experience and level of commitment of the business and/or proposed key individual(s).
- 6.2.4 Accessibility of key individual(s)
- 6.2.5 Responsiveness of the written proposal to the purpose and scope of service.
- 6.2.6 All costs, fees, and other expenses associated with the project.
- 6.2.7 Any other relevant factors.

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

- 6.2.8 The ability, capacity, and skill of the bidder to perform the contract or provide the service required.
- 6.2.9 The character, integrity, reputations, judgment, experience, and efficiency of the bidder;
- 6.2.10 Whether the bidder can perform the contract within the timeframe specified;
- 6.2.11 The quality of performance on previous contracts or services;
- 6.2.12 The previous and existing compliance by the bidder with laws relating to the contract or services;

6.3 Scoring Criteria:

The following Selection Criteria will be used to shortlist and select the consultant/firm: Proposals will be evaluated on cost, history of work in higher education or government agencies, staff qualifications, company experience, and strength of references.

Cost Proposal	40 points
Evidence of Work with Higher Education or Government Agencies	30 points
Staff Qualifications and Company Experience	30 points
Availability and capacity of staff/business (proximity, responsiveness, calendar availability...)	30 points
References [top-scoring proposer(s) only]	30 points
Total	160 points

6.5 Debriefing of Unsuccessful Respondents:

Upon request, a debriefing conference will be scheduled with an unsuccessful Respondent. Discussion will be limited to a critique of the requesting Contractor's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

6.6 Protest Procedure:

This procedure is available to Contractors who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Contractor is allowed three (3) business days to file a protest of the acquisition with the RFQQ Coordinator. Protests may be submitted by email to Purchasing.Department@wwu.edu, or by mail to Purchasing Office, 516 High Street MS-1420, Bellingham, WA 98225.

Contractors 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 Contractors under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state 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. All protests shall be addressed to the RFQQ Coordinator.

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 the evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document or University 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) University'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 University. Western Washington University's Director of Business Services, or his/her delegate, an employee who was not involved in the procurement will consider the record and all available facts and issue a decision within five 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 Contractor that submitted a proposal, such Contractor will be given an opportunity to submit its views and any relevant information on the protest to the RFQQ Coordinator. The final determination of the protest shall:

- Find the protest lacking in merit and uphold the University's action; or
- Find only technical or harmless errors in the University's acquisition process and determine the University to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the University 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 University determines that the protest is without merit, the University will enter into a contract with the apparently successful Contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.