### INDEX7

**REQUEST FOR PROPOSAL**

**#LP100818**

**Equal Opportunity and Civil Rights (EOCR)/Title IX**

**Investigation Services**

October 8, 2018



A VASCUPP™ Member Institution

Issued by

Procurement and Supplier Diversity Services

Charlottesville, Virginia

### I. GENERAL INFORMATION

The University of Virginia (“University”) is seeking to establish pricing agreements with multiple firms to provide high-quality investigator services. Firms meeting the requirements of this solicitation (“Selected Firms”) will be issued a Letter of Award and assigned a contract number for future reference. Any firm not a part of this original solicitation that meets the requirements as specified herein may be added at a future time at the sole discretion of the University. This RFP includes an annual open enrollment period that allows proposals to be considered after the first generation of awards are made. **The proposal due date is** **3:00 PM EDT, October 29, 2018** for this first generation of awards. The term of award will be one (1) year, effective upon execution of an Agreement. Unless otherwise determined by the Selected Firms or the University, the Agreement will automatically renew on the same or similar terms and conditions without intervention, for nine (9) additional one (1) year periods until **October 29, 2028.**

In order to meet the requirements for an award, the firm must respond by completing the following documents with the requested information. Please note that forms should only be completed as a Microsoft or Adobe pdf fillable forms. Proposals submitted in any other format may delay award of an Agreement. Any questions should be **directed to the address listed below.**

The Award Agreement and proposal documents must be received through the Contract

Opportunity Portal found online at <http://www.procurement.virginia.edu/pagecontractopp>  **by**

**3:00 PM EDT on October 29, 2018.** The University may, at its sole discretion, accept late

proposals if it promotes further competition and/or is otherwise determined to be in the best

interests of the University.

**Response requirements**

A. This RFP with the requested information provided to demonstrate that the firm can meet the requirements listed in the Scope of Goods and Services.

B. Submission of a signed Master Services Agreement confirming agreement to all terms and conditions by checking all boxes and responses to each fillable field.

C. Provides all required firm information in Section III, Firm Information.

Note: Any exceptions taken or additions to the terms presented herein may cause the firm’s response to be deemed non-responsive. No Letter of Award will be issued until a firm meets these response requirements.

Please note that the University makes no guaranteed minimum amount of purchase or future business with the issuance of a Letter of Award. University departments may, but are not required to, seek competition up to $50,000 per transaction. University departments will request, and be provided by the Selected Firm(s), a detailed statement of work and price quotation prior to project. Selected Firms will then be provided with a University Purchase Order for each individual project.

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| **Refer all questions to:**pur-rfp@eservices.virginia.eduUniversity of VirginiaProcurement and Supplier Diversity Services1001 North Emmet St, Carruthers HallP.O. Box 400202Charlottesville, VA 22904-4202 |

**II. SCOPE OF SERVICES**

The University seeks experienced firm(s) to provide either Equal Opportunity and Civil Rights

(EOCR)/Title IX Investigators, or Title IX Hearing Chairs. **Please note that firms will be**

**selected to provide either investigator or hearing chair services, but not both**. These services

include, but are not limited to:

Investigator Services

The Investigator will communicate with all necessary parties and witnesses, gather evidence, interview witnesses, draft comprehensive reports and issue findings and recommendations under the University’s Policy on Sexual and Gender-Based Harassment and Other Forms of Interpersonal Violence (“the Title IX Policy), the Preventing and Addressing Discrimination and Harassment Policy (“the PADH Policy”), and/or the Preventing and Addressing Retaliation Policy (“the PAR Policy”), and associated University policies.  At all times, the Investigator will conduct the investigation in a prompt, impartial, and equitable manner consistent with the relevant policies and procedures, in particular the time frames for completion of the investigation. The Investigator will oversee the timely and thorough collection of all necessary documents, statements and evidence that would be relevant in the investigation of a report of prohibited conduct under the relevant Policy, which evidence will be provided to the University at the conclusion of the investigation. The responsibilities of the Investigator include, but are not limited to direct communication with Complainant and Respondent and their advisor or support persons; communication with the EOCR/Title IX Office staff; transcription of witness testimony as needed; the timely, drafting and issuance of draft investigation reports and final investigation reports (the latter of which contain recommended findings based upon a review of all of the evidence), as applicable under the policy at issue; application of a preponderance of the evidence standard; and availability to appear to testify in person as a witness at Title IX Review Panel hearings or meetings or to otherwise answer questions of University officials in the review process, upon request. Investigator responsibilities will include:

* Making timely initial contact with Complainant and Respondent shortly after issuance of the Notices of Investigation by the EOCR/Title IX Office.
* Receiving and reviewing all documentation regarding the reported prohibited conduct in preparation for the investigation of the case.
* Collecting all evidence (e.g, physical, documentary, witness) to include, but not be limited to, questioning of witnesses and parties, if they choose to participate in the investigatory process.
* Reminding all parties of their right to not participate in the investigatory process.
* Advising Complainant, Respondent, and witnesses of their rights in the process before commencing an interview.
* Extending the time frame for investigation upon reasonable request by the parties or for good cause shown, after consultation with the EOCR/Title IX Office, and notification to the parties of any extensions and the reasons for them.
* For Title IX, writing of draft investigation reports and distribution of the draft reports to the Complainant, the Respondent, and their advisors.
* For Title IX, writing of final investigation reports, which includes the recommended findings based on the evidence, the alleged violations of the Policy, and application of the preponderance of the evidence standard.
* For PADH and/or PAR, writing of a report of investigation with recommended findings and sanctions to be distributed to the appropriate senior executive for review.
* Consulting with the University’s EOCR/Title IX staff, including the AVP for Title IX Compliance/Title IX Coordinator, Deputy Title IX Coordinator, EOCR Compliance Director, and/or Associate Vice President for EOCR, as needed or required depending on the nature of the investigation.
* Being available to testify in person at the Title IX hearing or review meeting, upon request.
* Not billing the University for any required Investigator substantive or University procedural training time, including training on the University’s internal database tracking system, necessary to fulfill the role of investigator for the University.
* Maintaining accurate, complete documentation of all steps in the investigation and timely uploading that documentation into the University’s internal database management system or as otherwise directed by the EOCR/Title IX Office.
* At all times, maintaining the confidentiality and integrity of the process.
* Reimbursable expenditures (including postage, parking, photocopying, etc.) will be billed at cost with no mark up.
* Prior approval must be obtained for any member of the firm other than the approved investigators to work on a matter or to conduct legal research.
* Reimbursable travel expenditures will be billed according to the current rates allowed by the Commonwealth of Virginia.
* Travel time for investigations (to and from the University) will not be billed to the University.

Hearing Chair Services

Reported prohibited conduct under Title IX is governed by the University of Virginia’s Policy (<http://uvapolicy.virginia.edu/policy/HRM-041>) on Sexual and Gender Based Harassment and other forms of Interpersonal Violence (“Title IX Policy”) for incidents on or after July 1, 2015; the Interim Policy on Sexual and Gender-Based Harassment and Other Forms of Interpersonal Violence for incidents March 30, 2015 – June 30, 2015, and the Sexual Misconduct Policy for incidents occurring prior to March 30, 2015, and Procedures (Students - Appendix A <https://eocr.virginia.edu/appendixa> ) and (Employees - Appendix B <http://eocr.virginia.edu/appendixb> ). Hearing Chair responsibilities will include:

* Review of all investigative reports, supplemental documentation and exhibits associated with a case under the Title IX Policy (“the Hearing Packet”).
* Pre-hearing communication and /or conferencing with review panelists.
* Pre-hearing communication with the parties and their advisors in consultation with the Title IX Coordinator, or designee, on any relevant pre- hearing questions presented.
* In-person oversight of the hearing or review meeting and response to questions of the parties or panelists.  Guidance to panelists through their discussion and deliberations as a non-voting, neutral facilitator of the panel.
* Determinations regarding what questions presented by the parties are relevant and retention of questions posed by the parties and documentation of the rationale for any questions not asked. Ensure that decisions/rulings are made by applying the University’s Title IX Policy and Procedures.
* Timely (within five calendar days) issuance of a Final Outcome letter to all parties specifically describing the conclusions of the panel, the basis for those conclusions and the sanctions or recommended sanctions, if any, pursuant to Appendix A or B of the Procedures, as applicable

Specific project requirements will be provided by the Title IX Office at the time services are

needed. It is the University’s practice to hire Title IX hearing chairs on a flat fee basis contract

only.

**Please Note: Firms will be selected to provide either investigator or hearing chair services,**

**but not both**.

**III. FIRM INFORMATION**

**A.** **Brief history of the firm**:

 Click here to enter text.

**B**.  **Client Reference List**

Provide at least one business reference.

|  |  |
| --- | --- |
| 1 Reference Name      | Contact      |
| Address      | Phone #:      |
| E-mail address      |  |
| Description and date(s) and services provided      |

**C.** **Experience**

Provide Curriculum vitae, Resumes or capabilities statement for all personnel that may be assigned to the University. Include relevant experience or certifications:

 Click here to enter text.

**D**. **Small, Woman-Owned or Minority-Owned Status**

**Is your firm** [SBSD Certified](https://www.sbsd.virginia.gov/)**?** **Yes** [ ]  **No** [ ]

**If yes, which category:** Small Business [ ]  Minority-Owned[ ]  Women-Owned [ ]

**E**. Provide any other information which the University should consider in evaluating the firm's proposal:

 Click here to enter text.

**Master Services Agreement**

This Agreement, effective Click here to enter a date. , is by and between the Rector and Visitors of the University of Virginia, (the “University”) and Click here to enter text. (“Selected Firm“).

**TERM**

 The term of this Agreement will be for one (1) year effective upon execution of this Agreement, with the ability to renew on the same or similar terms and conditions, for nine (9) additional one (1) year periods until October 29, 2028. Unless otherwise determined by the University or Selected Firm, this Agreement will automatically renew without intervention between the University and Selected Firm. The University and Selected Firm reserve the right to negotiate price of goods and services on an annual basis.

**WITNESS**

 By its Request for Proposal (RFP) LP100818 for Equal Opportunity and Civil Rights (EOCR)/Title IX Investigation Services dated October 08, 2018, the University requested proposals from firms to provide Equal Opportunity and Civil Rights (EOCR)/Title IX Investigation Services (the “Services”). The parties, having negotiated concerning the Services wish to express in this Agreement the basis on which the Selected Firm will provide the Services to the University. Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

**1**. **Contents**

 These documents are hereby incorporated into this Agreement:

1. The RFP dated October 08, 2018; and
2. Selected Firm’s proposal in response to RFP LP100818 and any other additional documents submitted by the Selected Firm.

 To the extent that the terms of the various Agreement documents are in conflict, the terms of this Agreement, prevail over all other Agreement documentation.

**I. CONDITIONS OF AWARD**

Please check each box below confirming agreement with the conditions of award. **Terms that**

**contain a check box must be checked to confirm Agreement acceptance.**

1. **Contractual Provisions**

The Selected Firm agrees to the following terms and conditions: Alterations will NOT be

accepted to Mandatory or Purchasing Terms and Conditions.

[ ]  **The University’s Mandatory Contractual Provisions:**

<http://www.procurement.virginia.edu/main/publicpostings/rfp/mandatoryprovisions.pdf>

[ ]  **The University of Virginia Purchasing Terms & Conditions:**

<http://www.procurement.virginia.edu/pagepterms>

[ ]  **The University’s Preferred Contractual Provisions:**

<http://www.procurement.virginia.edu/main/publicpostings/rfp/preferredprovisions.pdf>

If a firm has any modifications to any of the Preferred Contractual Provisions you must submit a separate document with your proposal titled “**Firm Name - Contractual Provisions Addendum**” with the proposed contractual provision modifications listed/numbered to correspond with how the provisions are listed in the hyperlinks within this document.  This document must be a Word document.  The University reserves the right to accept, reject, or modify the proposed modifications.  Please be advised that any requested modification to the contractual provisions could delay and/or impact an award to a firm.  If the firm does not submit a separate addendum, then the proposal from the firm will automatically be deemed to include University Contractual Provisions.

[ ]  **The Selected Firm acknowledges that it is aware of The University's Procedure for Resolution of Contractual Claims** <http://www.procurement.virginia.edu/main/publicpostings/rfp/resolution.pdf>

[ ]  **The Selected Firm agrees to register as a vendor in the University’s Vendor Registration portal, once notified by the University that an award has been made.**

[ ]  **The Selected Firm is registered or agrees to register with in the Commonwealth of Virginia’s electronic procurement system, eVA (Information on eVA can be found at:** [**http://www.eva.virginia.gov**](http://www.eva.virginia.gov)**) and agrees to maintain its registration for the term of this Agreement**

|  |  |
| --- | --- |
| **eVa Registration Number:** |       |

[ ]  **The Selected Firm will** provide a detailed statement of work prior to any project summarizing specific services, deliverables, delivery dates and cost, and without additional terms or conditionsrequiring University signature. The University has a signatory authority policy that allows only specified individuals to sign contracts.

[ ]  **The Selected Firm will** accept a University issued Purchase Order as the commitment to start a project and will not start work on the project until a Purchase Order is received.

[ ]  **Invoicing**

The Selected Firm will provide detailed invoices with hours worked and service rates to the requesting department and follow the invoice instructions on University Purchase Orders. The Selected Firm agrees to not invoice for more than the amount of services committed to by University Purchase Order and will not require a prepayment or deposit. Progress invoices are permissible if provided after completion of work and payable within agreed upon payment terms.

[ ]  **Payment**

The University’s payment terms are Net 45 from receipt of invoice or services whichever is later**.** The University encourages Selected Firms to consider expedited pay terms for a discount. Multiple early payment discount terms are available. If applicable, please select an early payment discount term below.

 [ ]  2% 15 / Net 30

 [ ]  1.5% 20 / Net 30

[ ]  1% 30 Net 45

[ ]  Net 20 E-Payables or Paymode – X\*

[ ]  Other

**\*** Requires registration with the University’s banking provider, Bank of America for these electronic payment methods <http://www.procurement.virginia.edu/pagepaymentmethods>

[ ]  **Insurance**

The Selected Firm agrees to maintain the following insurance from companies that hold at least an A- financial rating with A.M. Best Company. The Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm. In no event should the Selected Firm construe these minimum required limits to be its limit of liability to the University.

Commercial General Liability:

The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per occurrence and a $2,000,000 aggregate with coverage for the following:

{X} Premises/Operations {X} Products/Completed Operations

{X} Contractual {X} Independent Contractors

{X} Personal Injury

{X} Additional Insured\*

Automobile Insurance:

The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $500,000 per occurrence with the following coverages for vehicles operated by its employees.

{X} Any Automobile

{X} Owned and Non-owned Automobiles

Errors & Omissions:

The Selected Firm and any Subcontractor will maintain a minimum Limit of Liability of $2,000,000 per claim, for professional errors and omissions coverage.

\*Additional Insured:

The University will be named as an Additional Insured, and the proper name is: "The

Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its

officers, employees, and agents."

[x]  **Services (Investigator *or* Hearing Chair)**

**The following services will be provided by the Selected Firm:**

 Click here to enter text.

[x]  **Fees (Investigator *or* Hearing Chair)**

**The following pricing/Fees will be charged for the Services. The fee structure includes rates charged for all personnel or service that may be provided to the University.**

It is the University’s practice to hire Title IX hearing chairs on a flat fee basis contract only.

 Click here to enter text.

The University prefers fully loaded rates inclusive of travel and expenses. If travel and expenses must be charge separately, these fees will not include a mark-up and must remain within the University’s per diem rates [**http://www.procurement.virginia.edu/pageconusrates**](http://www.procurement.virginia.edu/pageconusrates)

**Acceptance**

|  |
| --- |
| **Selected Firm Name** |

**This document will serve as the Master Services Agreement between your**

**Firm and the University.**

|  |  |  |
| --- | --- | --- |
|   | Representative Name: |  Click here to enter text. |
|   | Title: |  Click here to enter text. |
|  | Date: |  Click here to enter a date. |
|  | [ ]  **Electronic Signature**: By typing the name of the firm’s authorized representative/signatory into the field above the firm certifies that it is providing a binding “Electronic Signature” and further specifically validates that the individual affixing the Electronic Signature below is fully authorized to bind the firm with respect to the goods, services, pricing, terms and conditions listed herein. The Selected Firm will be issued an award letter if the University proceeds with issuance of an award. **This Agreement is not valid without an award letter**.  |