



**STANDARD CONTRACT**

Contract Number: **RU22008**

This contract entered into this 21<sup>st</sup> day of September, 2021, by KarenMichael, PLC, located at 2711 Buford Road, #210, Richmond, Virginia, 23235, hereinafter called the “Contractor” and Commonwealth of Virginia, **Radford University**, called the “Purchasing Agency or Radford University”, located at 801 East Main Street, Radford, VA. 24142.”

1. **WITNESSETH** that the Contractor and Radford University, in consideration of the mutual covenants, promises and agreements contained, agree as follows:
2. **SCOPE OF CONTRACT:** The Contractor shall provide **Title IX Decision Maker (Hearing Officer)** to Radford University as set forth in the Contract Documents.
3. **TERM OF CONTRACT:** From September 25, 2021 through September 24, 2022 with four (4) one-year renewal options or as negotiated, to include all contractual provisions contained herein.
4. **THE CONTRACT DOCUMENTS SHALL CONSIST OF:**
  - A. This signed Radford University Standard Contract Document;
  - B. Radford University’s Request for Proposal (RFP) R21-003 dated May 10, 2021, Addendum No. 1 dated May 27, 2021 (Attachment A);
  - C. Contractor’s Proposal signed and Addendum No. 1 acknowledged dated June 7, 2021 (Attachment B);
  - D. Negotiation Points finalized dated September 14, 2021 by Radford University (Attachment C).
5. **COMPENSATION AND METHOD OF PAYMENT:**
  - A. Payment terms are N30.
  - B. The preferred method of invoice receipt is submission to Radford University’s Accounting Services email [acctspayable@radford.edu](mailto:acctspayable@radford.edu) with an email copy submitted to the assigned Radford University Contract Administrator.
  - C. **PRICING:** KarenMichael, PLC’s rates are for Decision Maker (Hearing Officer) Services. The Contractor will adhere to the Commonwealth of Virginia’s per diem rates for travel reimbursement:

| <b>Title:</b>                             | <b>Rate/Mileage<br/>Parameter –<br/>Initial<br/>Contract<br/>Period</b> | <b>Rate/Mileage<br/>Parameter –<br/>Year 2</b> | <b>Rate/Mileage<br/>Parameter –<br/>Year 3</b> | <b>Rate/Mileage<br/>Parameter –<br/>Year 4</b> | <b>Rate/Mileage<br/>Parameter –<br/>Year 5</b> | <b>Unit</b> |
|-------------------------------------------|-------------------------------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|-------------|
| Decision<br>Maker<br>(Hearing<br>Officer) | \$275.00                                                                | \$300.00                                       | \$300.00                                       | \$300.00                                       | \$300.00                                       | Per Hour    |

|                      |           |           |           |           |           |                                       |
|----------------------|-----------|-----------|-----------|-----------|-----------|---------------------------------------|
| Paralegal            | \$95.00   | \$95.00   | \$95.00   | \$95.00   | \$95.00   | Per Hour                              |
| Travel From Richmond | >50 miles | >50 Miles | >50 Miles | >50 Miles | >50 Miles | Federal GSA<br>Per Diem<br>Calculator |

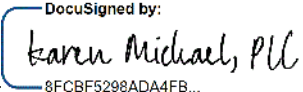
6. **CONTRACT ADMINISTRATION:** Radford University will assign the Director of Institutional Equity/Title IX Coordinator as the Contract Administrator upon final execution of the contract.
7. This Standard Contract identifies terms as negotiated and as agreed by both parties. In the event there is a conflict between the Standard Contract, the Request for Proposal #R21-003, the Contractor's Proposal or the Negotiation points, the Standard Contract shall prevail.

**IN WITNESS WHEREOF**, the parties have caused this Contract to be duly executed intending to be bound thereby.

**KARENMICHAEL, PLC**

**Print Name:** Karen Michael, PLC

**Title:** President, KarenMichael, PLC

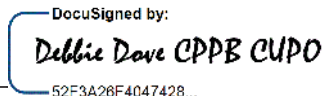
**Signature:** 

**Date:** 9/23/2021 | 6:05 PM EDT

**RADFORD UNIVERSITY**

**Print Name:** Debbie Dove CPPB CUPO

**Title:** Senior Contract Officer

**Signature:** 

**Date:** 9/23/2021 | 9:02 PM EDT

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# ***Attachment A:***

**Radford University's  
Request for Proposal (RFP) R21-003 dated May 10, 2021**

**Addendum No. 1 dated May 27, 2021**

**Radford University Mandatory General Terms and  
Conditions**

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## REQUEST FOR PROPOSAL # R21-003

**TITLE: TITLE IX DECISION MAKER (HEARING OFFICER) AND  
ADVISORY SERVICES**

**DATE: MAY 10, 2021**

**Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia* §2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

**OR PROPOSAL (RFP)  
RFP # R21-003****GENERAL INFORMATION FORM**

**QUESTIONS/INQUIRIES:** All questions/inquiries for information regarding this solicitation should be directed to:

Name: **Debbie Dove, CPPB, CUPO**  
Phone: (540) 831-5598  
Email: [ddove1@radford.edu](mailto:ddove1@radford.edu)

Written questions to be submitted via email no later than: **Tuesday, May 25, 2021 at 3:00 PM Eastern Time.**

**DUE DATE:** Proposals will be received until **Thursday, June 17, 2021 up to and including 3:00 PM Eastern Time.**

**LATE PROPOSALS:** To be considered for selection, proposals must be received by Radford University's Procurement and Contracts Department by the due date and time identified in this solicitation document. The official time used in documenting the receipt of proposals is that time identified on the automatic time stamp machine located in the Procurement and Contracts Department in the David E. Armstrong building on the main campus of Radford University. Proposals received in the Procurement and Contracts Department after the date and time designated are automatically deemed non-responsive and will **not** be given consideration. The University is **not** responsible for delays in delivery conducted by the U.S. Postal Service, private couriers, or the intra university mail system. **It is the sole responsibility of the offeror to ensure their proposal reaches the Procurement and Contracts Department at Radford University by the designated date and time.**

**ADDRESS:** Proposals should be mailed or hand delivered to:

Radford University, Procurement and Contracts Department  
PO Box 6885 (if via mail)  
David E. Armstrong Complex, 501 Stockton St. (if via courier)  
Radford, VA 24142-6885.

**\*Radford University is operating under COVID-19 guidance. Visitors are not allowed into campus offices without first pre-registering. However, if a vendor is just dropping off a proposal, they do not need to pre-register.**

Identify the envelope package as instructed in **Attachment A, #6 – Terms and Conditions.**

**UNIVERSITY CLOSINGS:** If the University is closed as a result of an act of God or an emergency situation, the University's website shall post notices of said closings. It is the responsibility of the vendor to check the website at [www.radford.edu](http://www.radford.edu) for said notifications. If the University is closed on the day proposals are due, proposals will be accepted same time the next scheduled business day the University is open. If the University is closed on the day of a scheduled pre-proposal conference a written addendum will be issued to officially reschedule the conference.

**TYPE OF BUSINESS: (Please check all applicable classifications).** In order to qualify for assigned Small, Women and Minority (SWaM) points your business must be certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your assigned SBSD certification number: \_\_\_\_\_. For assistance with SWaM certification, visit the SBSD website at <https://www.sbsd.virginia.gov/>

\_\_\_\_\_ **Large**

\_\_\_\_\_ **Small business** – A business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

\_\_\_\_\_ **Women-owned business** – A business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

\_\_\_\_\_ **Minority-owned business** – A business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of

the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.

**COMPANY INFORMATION/SIGNATURE:** In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal inclusive of all addenda, if applicable, and as mutually agreed upon by subsequent negotiation.

|                                                                                                  |                                   |                                                                     |                                                                  |
|--------------------------------------------------------------------------------------------------|-----------------------------------|---------------------------------------------------------------------|------------------------------------------------------------------|
| <b>FULL LEGAL NAME (PRINT)</b><br>(Company name as it appears with your Federal Taxpayer Number) |                                   | <b>FEDERAL TAXPAYER NUMBER (ID#)</b>                                |                                                                  |
| <b>BUSINESS NAME /DBA NAME/TA NAME</b><br>(If different than the Full Legal Name)                |                                   | <b>BILLING NAME</b><br>(Company name as it appears on your invoice) |                                                                  |
| <b>PURCHASE ORDER ADDRESS</b>                                                                    |                                   | <b>PAYMENT ADDRESS</b>                                              |                                                                  |
| <b>CONTACT NAME/TITLE (PRINT)</b>                                                                |                                   | <b>EMAIL ADDRESS</b>                                                |                                                                  |
| <b>TELEPHONE NUMBER</b>                                                                          | <b>TOLL FREE TELEPHONE NUMBER</b> | <b>FAX NUMBER</b>                                                   | <b>EVA VENDOR ID NUMBER</b>                                      |
|                                                                                                  |                                   |                                                                     | <b>VIRGINIA STATE CORPORATION COMMISSION REGISTRATION NUMBER</b> |

**I acknowledge that I have received the following addenda posted for this solicitation.**

1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_ 4 \_\_\_\_\_ 5 \_\_\_\_\_ 6 \_\_\_\_\_ (Please check all that apply.)

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

The purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiations for a **Title IX Decision Maker (Hearing Officer) and Advisor** for Radford University located at 801 East Main Street, Radford, Virginia 24142, an agency of the Commonwealth of Virginia. This is a multi-award opportunity. You can submit a proposal for either Decision Maker or an Advisor. You are not required to submit a proposal for both to be considered responsive.

2. **SMALL, WOMEN-OWNED AND MINORITY OWNED - SWaM BUSINESS PARTICIPATION:**

The mission of Radford University is to ensure strategic business development practices are in place to promote Small, Women-Owned and Minority-Owned (SWaM) businesses to the maximum extent. Radford University encourages prime suppliers, contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

Radford University has established SWaM goals that are posted on the Procurement and Contract website. Links to the University's SWaM initiative can be located at: [Procurement and Contracts | Radford University](#).

3. **CONTRACT PERIOD:** The term of this contract is for a **two (2)-year term**, or as negotiated. There will be an option for **three (3) one-year** renewal options, or as mutually negotiated.

4. **BACKGROUND**

**Radford University Background:** Radford University is a comprehensive public university of 11,870 students that has received national recognition for many of its undergraduate and graduate academic programs, as well as its sustainability initiatives. Radford University serves the Commonwealth of Virginia and the nation through a wide range of academic, cultural, human service and research programs. Well known for its strong faculty/student bonds, innovative use of technology in the learning environment and vibrant student life on a beautiful 204-acre American classical campus, Radford University offers students many opportunities to get involved and succeed in and out of the classroom. The University offers 76 bachelor's degree programs in 47 disciplines, three associate degrees, and six certificates at the undergraduate level; 27 master's programs in 22 disciplines and six doctoral programs at the graduate level; and 13 post-baccalaureate certificates and one post-master's certificate. A Division I member of the NCAA and Big South Conference, Radford University competes in 16 men's and women's varsity athletics. With over 300 clubs and organizations, Radford University offers many opportunities for student engagement, leadership development and community service. In addition to robust academic offerings and engaging student experiences on the main campus located in Radford, Virginia, Radford University also offers a clinical-based educational experience for more than 1,000 students living and learning in Roanoke, Virginia as part of Radford University Carilion, a public-private partnership focused on the cutting-edge delivery of health sciences programming, outreach and service.

**Specific Background:** Currently, the Department of Education recently implemented new Title IX regulations requiring Radford University to modify its current process for handling sexual harassment claims involving students, staff and/or faculty. Among the required changes is the need to have a **Decision Maker (Hearing Officer)** proficient in cross-examination and the concept of relevancy and to provide an Advisor to any party who has no Advisor present for the hearing. Training will be provided to the Decision Makers (Hearing Officers) and Advisors. The hearings will take place on the Radford University campus. ***As the need dictates, the Decision Maker (Hearing Officer) and Advisor may utilize Zoom and other technology.*** The Decision Maker (Hearing Officer) will preside over the entire hearing for students, faculty, and staff. In addition to the items listed in the statement of needs, this person will preside over the cross-examination portion of the hearing, rule on relevancy of questions posed by Advisors, and make the final determination regarding responsibility and sanctions. The role of an Advisor is to provide advice and consult and, during a hearing, to conduct cross-examination on behalf of the party they are advising.

This RFP is not seeking Professional Legal Services.

5. **EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCURMENT SYSTEM:**

The eVA internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Radford University, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. We are therefore requesting that your firm register as a **self-registered** vendor in the eVA system.

There are transaction fees involved with the use of eVA. These fees must be considered within the provision of quotes, bids, and price proposals offered to Radford University. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

line. Your firm must provide the necessary information. Please visit the eVA website portal at <https://eva.virginia.gov/register-now.html> and register with eVA. This process needs to be completed before Radford University can issue your firm a Purchase Order or contract. If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at <http://www.eva.virginia.gov>, or call eVA Customer Care at 866-289-7367 or 804-371-2525. Email [eVACustomerCare@DGS.Virginia.gov](mailto:eVACustomerCare@DGS.Virginia.gov).

6. **CONTRACT ADMINISTRATION:** Radford University assigns Contract Administrators to each contract awarded. The Contract Administrator shall be the initial point of contact for the Contractor. Contract Administrators are charged with ensuring the terms and conditions of the contract are followed, payments are made in accordance to the contractual pricing schedule, and reporting noncompliance issues to the Procurement and Contracts Department at Radford University. Contract Administrators **do not** have the authority to authorize changes and/or modifications to the contract. Should noncompliance issues exist and cannot be resolved at this level or changes/modifications to the contract are required, the assigned Contract Officer in the Procurement and Contracts Department must be notified immediately by the Contract Administrator. The assigned Contract Administrator is the **Director of Institutional Equity/Title IX Coordinator**.

7. **DEFINITIONS :**

- A. **Decision Maker (Hearing Officer)** presides over Title IX hearings and provides a written determination of responsibility.
- B. **Advisor** provides advisory support and conducts cross-examination on behalf of either the Complainant or the Respondent.
- C. **Exculpatory Evidence** means evidence that is favorable to the Respondent in an allegation that supports an unsubstantiated finding
- D. **Final Investigative Report** is a report created by the investigators that summarizes relevant evidence. It is distributed by the Title IX Coordinator to the parties and to the Decision Maker (Hearing Officer).
- E. **Formal Investigation** means an investigation conducted by the Title IX Coordinator into allegations that discrimination or harassment occurred.
- F. **Inculpatory Evidence** is evidence that tends to show involvement in an act or evidence that can establish responsibility for an action and may support a substantiated finding.
- G. **Preponderance of the Evidence** is a standard that requires that the weight of the evidence, in totality, supports a finding that it is more likely than not that an alleged violation occurred.
- H. **Reasonable Person** is a person similarly situated to the Complainant.
- I. **Sexual Harassment** means conduct on the basis of sex that satisfies one or more of the following: 1) An employee of Radford University conditioning the provision of an aid, benefit, or service of Radford University on an individual's participation in unwelcome sexual conduct; 2) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to Radford University's education program or activity; or 3) Sexual assault, dating violence, domestic violence, or stalking.
- J. **Sexual Misconduct** includes alleged sexual assault, dating violence, domestic violence, stalking, and sexual harassment incidents not otherwise covered by Title IX.
- K. **Title IX Incidents** include sexual assault, dating violence, domestic violence, stalking and sexual harassment incidents alleged to have occurred on-campus, off-campus as part of Radford University's education program, or at an off-campus location controlled by a recognized student organization.

8. **STATEMENT OF NEEDS:** Preside over or participate in Title IX and/or related hearings, or select portions of hearings, involving students, staff and/or faculty. There are two defined categories: [A. Decision Maker (Hearing Officer) and B. Advisor]. At a minimum, this will require:

- A. **Decision Maker:**
  1. Respectfully, efficiently and effectively overseeing and controlling a hearing;
  2. Making and effectively communicating determinations of responsibility with sound reasoning;
  3. Ruling on the admissibility of evidence;
  4. Understanding the meaning of relevance;
  5. Considering Inculpatory as well as Exculpatory evidence;
  6. Applying the presumption of innocence;
  7. Overseeing relevant cross-examination;
  8. Controlling the hearing, particularly in the presence of experienced counsel on one side and potentially no legal representation on the other;
  9. Appropriately applying the "preponderance of evidence" standard of proof;



responsibility using the “preponderance of the evidence” standard of proof.

The written determination includes:

- a. Identification of the allegations;
- b. Description of the procedural steps taken from the receipt of the Formal Complaint through the written Determination of responsibility, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather evidence, and hearings held;
- c. Conclusions regarding the application of the Policy to the facts;
- d. Statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility;
- e. Recommended sanctions;
- f. Whether remedies designed to restore or preserve equal access to Radford University’s education program will be provided by the University to the Complainant;
- g. Procedures and permissible bases for appeal.

**B. Advisory Services:**

1. Conducting cross-examination on behalf of a party at the live hearing. Cross-examination must be conducted directly, orally, and in real time by the advisor;
2. Asking relevant questions and follow-up questions of the party and witnesses;
3. Being available to attend the hearing and may be on “stand-by” status in the event a party arrives at a hearing without an advisor;
4. Providing a minimum of 1-hour pre-hearing consultation to the party receiving the advisory services.

9. **SPECIFIC REQUIREMENTS:** Proposals should be as thorough and detailed as possible so that Radford University may properly evaluate your capabilities to provide the required goods or services. Offerors are required to submit the following information/items for each category as defined in Section 8., A & B as a complete proposal:

**A. Qualifications and Experience** in providing the goods/services:

1. Relevant background information, examples of services provided similar in nature and scope;
2. Name(s), contact information and resume(s) for person(s) to be designated as the primary contact for this work;
3. Prior judicial experience and/or trial-like experience;
4. Prior Title IX or experience with sexual misconduct claims;
5. Any other qualifications and experience relevant to Decision Maker and/or Advisory Services.

**B. Quality of products/services offered and suitability for the intended purposes:**

6. Make known any conflicts of interest with the parties involved prior to services being provided;
7. Willingness and ability to participate in University training;
8. Familiarity with videoconferencing technology as certain parties/witnesses may be permitted to participate virtually;
9. Any other product/services offered that are suitable for the University’s intended purposes.

**C. Specific plans or methodology to be used to provide the products/services:**

10. Participation in hearing process in a professional manner;
11. Communication plan with the Office of Institutional Equity;
12. Approach to providing services to the party;
13. Any other specific plan(s), approach or methodology for providing the required services.

**D. Financial Considerations:** Submit your financial considerations for categories defined in the Statement of Needs in Section 8, A & B for this request for proposal.

**E. \*Participation of Small, Women-owned and Minority-owned business (SWaM) Business:** If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSBD website at <http://www.sbsd.virginia.gov>.

**F. References:** Provide four (4) references, either educational (preferred) or governmental, for whom you have provided the type of services described herein. Include the date(s) services were furnished, the client name, address, and the name and phone number of the individual Radford University has your permission to contact.

- A. **Selection Criteria:** Proposals will be evaluated by Radford University using the following weighted evaluation criteria.

|   | Evaluation Criteria                                                            | Percentage of Points |
|---|--------------------------------------------------------------------------------|----------------------|
| 1 | Qualifications and experience of Offeror in providing the goods/services       | 30%                  |
| 2 | Quality of products/services offered and suitability for the intended purposes | 25%                  |
| 3 | Specific plans or methodology to be used to provide the products/services      | 20%                  |
| 4 | Financial (Cost)                                                               | 15%                  |
| 5 | Participation of Small, Women-Owned and Minority-Owned (SWaM) Businesses       | 10%                  |
|   | TOTAL                                                                          | 100%                 |

- B. **Award to Multiple Offerors:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposal. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected Radford University shall select the offerors which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Radford University reserves the right to make multiple awards as a result of this solicitation. Radford University may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should Radford University determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. See **Attachment B** for sample contract form.

## 11. PROPOSAL PREPARATION AND SUBMISSION:

### A. GENERAL INSTRUCTIONS:

1. **RFP Responses:** In order to be considered for selection, Offerors shall submit a complete response to this RFP to include.
  - a. **One (1) original paper copy of the entire proposal, INCLUSIVE OF ALL ATTACHMENTS.** Any proprietary information should be clearly marked in accordance with section 10.A.1.c below.
  - b. **One (1) electronic copy** in WORD format or searchable PDF (USB/Flash Drive) of the entire proposal as one document, **INCLUSIVE OF ALL ATTACHMENTS** mailed along with the hard copy above. Any proprietary information should be clearly marked in accordance with 10.A.1.c below.
  - c. Should the proposal contain **proprietary information**, provide **one (1) redacted** electronic copy in WORD format or searchable PDF (USB/Flash Drive) of the entire document **INCLUSIVE OF ALL ATTACHMENTS. All identified proprietary information should be blacked out.** This USB/Flash Drive should be marked "**Redacted Copy**".
  - d. Response shall be submitted to:

Radford University  
**Procurement and Contracts Department**  
**Attn: Debbie Dove**  
 PO Box 6885  
 David E. Armstrong Complex  
 501 Stockton Street  
 Radford, VA 24142-6885

**B. PROPOSAL PREPARATION:**

1. **Sign and Complete:** Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Radford University requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Radford University. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. **Concise & Clear:** Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
3. **Organization:** Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the attachment, paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the RFP requirements are specifically addressed.
4. **Word Usage:** As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “must” and “shall” identify requirements whose absence will have a major impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.
5. **Binding:** The original proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
6. **Ownership:** Ownership of all data, materials and documentation originated and prepared for Radford University pursuant to the RFP shall belong exclusively to Radford University and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia of Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in the rejection of the proposal.
7. **Legal Agreement:** Unless noted in the proposal, a signed and submitted proposal certifies that the firm's principals or legal counsel has reviewed the Request for Proposal General Terms and Conditions and the Special Terms and Conditions and agrees that these provisions will become a part of any final agreement, and that the principals or legal counsel has reviewed and approved the firm's entire proposal prior to submission to the University.

- C. **ORAL PRESENTATIONS:** Offerors who submit a proposal in response to this RFP may be invited to give an oral presentation of their proposal to Radford University. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but in no way will change the original proposal. The University will schedule the time and

proposals may be conducted at the option of Radford University; therefore, proposals should be complete.

13. **INVOICES and PAYMENT:** Invoices for goods or services provided under any contract resulting from this solicitation should be submitted by email. Contractor shall submit a fully itemized invoice that references the Radford University contract number and Purchase Order number. Invoicing and payment will be in accordance with the Contract Documents. Mail or email (preferred) invoice(s) to:

**RADFORD UNIVERSITY**  
**ACCOUNTS PAYABLE**  
**POST OFFICE BOX 6906**  
**RADFORD, VA 24142-6906**  
**Email: [acctspayable@radford.edu](mailto:acctspayable@radford.edu)**

Payment will be made thirty days after receipt of proper invoice for the amount of payment due, or thirty days after receipt of goods/services, whichever is later, in accordance with the [Commonwealth of Virginia Prompt Pay Act](#).

14. **ADDENDUM:** Any **ADDENDUM** issued for this solicitation may be accessed on Virginia Business Opportunities by going to [www.eva.virginia.gov](http://www.eva.virginia.gov). Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.
15. **COMMUNICATIONS:** Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement and Contracts Department at Radford University rejects all proposals. Formal communications will be directed to the Contract Officer listed on this solicitation. Reference General Information – Questions/Inquiries. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement and Contracts Department representative may result in the offending offeror's proposal being rejected.
16. **TERMS AND CONDITIONS:** This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions. See **Attachment A**.
17. **ATTACHMENTS:**
- Attachment A – Terms and Conditions  
Attachment B – Sample of Standard Contract Form

**Attachment A****TERMS AND CONDITIONS****GENERAL TERMS AND CONDITIONS. Click below:**

[https://www.radford.edu/content/dam/departments/administrative/purchasing/vendor-forms-11-06-20/C028\\_GENERAL\\_TERMS\\_AND\\_CONDITIONS.pdf](https://www.radford.edu/content/dam/departments/administrative/purchasing/vendor-forms-11-06-20/C028_GENERAL_TERMS_AND_CONDITIONS.pdf)

**ADDITIONAL TERMS AND CONDITIONS:**

1. **ADDITIONAL GOOD AND SERVICES:** The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services, under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the contract.
2. **AUDIT:** The contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Radford University, its authorized agents, and/or state auditors shall have full access and the right to examine any of said materials during said period.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Radford University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.
4. **CANCELLATION OF CONTRACT:** Radford University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all addendums thereof, the proposal submitted by the Contractor, the written results of negotiations, the University Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
6. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package and identified as follows:

**From:**

|                                         |                                                                                            |                                                           |
|-----------------------------------------|--------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| <b>Name of Offeror</b>                  | <b>Due Date: June 17, 2021</b>                                                             | <b>Time Due: up to and including 3:00 PM Eastern Time</b> |
| <b>Street or Box Number</b>             | <b>Solicitation Number: R21-003</b>                                                        |                                                           |
| <b>City, State Zip Code</b>             | <b>Solicitation Title: Title IX Decision Maker (Hearing Officer) and Advisory Services</b> |                                                           |
| <b>Procurement Officer: Debbie Dove</b> |                                                                                            |                                                           |

The envelope should be addressed to:

RADFORD UNIVERSITY  
 Procurement and Contracts Department  
 PO Box 6885  
 501 Stockton Street  
 Radford, Virginia 24142

The offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

... other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered, mailed or electronically submitted to the address of the respective party at the following address:

If to the Contractor: Address Shown on the RFP Cover Page  
Attention: Name of Person Signing RFP

**If to Radford University:**

RADFORD UNIVERSITY  
Procurement and Contracts Department  
Attn: **Debbie Dove**  
PO Box 6885  
501 Stockton Street  
Radford, Virginia 24142

8. **SEVERAL LIABILITY:** Radford University will be severally liable to the extent of its purchase made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

**SPECIAL TERMS AND CONDITIONS:**

1. **ACCEPTANCE PERIOD:** Any proposal submitted in responses to this solicitation shall be valid for one hundred eighty (180) days. At the end of the 180 days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.
2. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Radford University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that Radford University has purchased or uses its products or services, and the Contractor shall not include Radford University in any client list in advertising and promotion materials without the express written consent of the University.
3. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor assures that the information and data obtained as to personal facts and circumstances related to students or staff will be collected and held confidential, during and following the contract, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the University's written consent and only in accordance with federal law or *Code of Virginia*. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the University of any breach or suspected breach in the security of such information. Contractors shall allow the University to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
4. **INSURANCE:** By signing and submitting a Proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. The Offeror further certifies that the Contractor and any subcontractors will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

- √ Worker's Compensation - Statutory requirements and benefits.
- √ Employers Liability - \$100,000.00.
- √ Commercial General Liability - \$1,000,000.00 per occurrence and \$2,000,00 in the aggregate to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Radford University shall be named as an additional insured to the policy by endorsement.
- √ Automobile Liability - \$1,000,000 combined single limit.
- ☐ Builders Risk – For all renovation and new construction projects under \$100,000 Radford University will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from \$100,000 up to \$500,000 the Contractor will



insurance in the amount of the Contract and name Radford University as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.

\*The Contractor agrees to be responsible for, indemnify, defend and hold harmless Radford University, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the Contract, including but not limited to claims under the Worker's Compensation Act. The Contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Radford University, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the Contract.

5. **ORDER PLACEMENT:** The University does not place verbal orders for Goods and Services. The University may only place orders for Goods and Services by issuing a formal written Purchase Order in advance delivery of Goods and Services. If the Contractor provides Goods and Services prior to receipt of a formal written Purchase Order or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.
6. **RENEWAL OF CONTRACT:** This Contract may be renewed by Radford University for a period of three (3) one-year renewals under the terms and conditions of the original Contract except as stated in A, B & C below. Price increases may be negotiated only at the time of renewal. Written notice of Radford University's intention to renew shall be given (approximately 90 day) prior to the expiration date of each Contract period.
  - A. If Radford University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional year shall not exceed the contract prices of the original Contract increased/decreased by no more than the percentage increase/decrease of the Other Services category of the CPI section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  - B. If during the second-year renewal Radford University elects to exercise the option to renew the Contract for the second additional one-year period, the Contract price(s) for the second additional one-year period shall not exceed the contract price(s) of the first one-year renewal period increased/decreased by no more than the percentage increase/decrease of the Other Services category of the CPI section for the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  - C. If during the third one-year renewal Radford University elects to exercise the option to renew the Contract for the third additional one-year period, the Contract price(s) for the third additional one-year period shall not exceed the contract price(s) of the second one-year CPI renewal period increased/decreased by no more than the percentage increase/decrease of the Other Services category of the section for the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

**Attachment B****SAMPLE CONTRACT FORM**

Standard Contract form for reference only  
Offerors do not need to fill in this form.

**STANDARD CONTRACT**

Contract Number: **Rxxxxx**

This contract entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, located at (**insert complete physical address**), hereinafter called the "Contractor" and Commonwealth of Virginia, **Radford University**, called the "Purchasing Agency or Radford University", located at 801 East Main Street, Radford, VA. 24142."

1. **WITNESSETH** that the Contractor and Radford University, in consideration of the mutual covenants, promises and agreements contained, agree as follows:
2. **SCOPE OF CONTRACT:** The Contractor shall provide \_\_\_\_\_ to Radford University as set forth in the Contract Documents.
3. **TERM OF CONTRACT:** From \_\_\_\_\_ through \_\_\_\_\_ with \_\_\_\_\_ (**number of years**) year renewal options or as negotiated, to include all contractual provisions contained herein.
4. **THE CONTRACT DOCUMENTS SHALL CONSIST OF:**

This signed Radford University Standard Contract. Document;

Radford University's Request for Proposal (RFP) **Rxx-xxx** dated \_\_\_\_\_, Addendum **xxx** dated \_\_\_\_\_  
(list all addendums in this format).

Contractor's Proposal signed and dated \_\_\_\_\_

Negotiation Summation: (**List each document by title and execution date**)

5. **COMPENSATION AND METHOD OF PAYMENT:** The Contractor shall be paid by Radford University in accordance with the contract documents. (**\*Note: If advantageous you can list compensation here.**)

**IN WITNESS WHEREOF**, the parties have caused this Contract to be duly executed intending to be bound thereby.

**CONTRACTOR:****RADFORD UNIVERSITY**

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_





## Addendum Number 1

Date: May 27, 2021

|                         |                                                                                                          |
|-------------------------|----------------------------------------------------------------------------------------------------------|
| Reference RFP Number:   | R21-003                                                                                                  |
| Commodity:              | Title IX Decision Maker (Hearing Officer) & Advisory Services                                            |
| Dated:                  | May 10, 2021                                                                                             |
| For Delivery To:        | Radford University<br>Agency, Commonwealth of Virginia<br>501 Stockton Street<br>Radford, Virginia 24142 |
| Proposal Due Date/Time: | June 17, 2021, up to 3:00 PM Eastern Time                                                                |

1. Below are questions and information related to RFP # R21-003 Title IX Decision Maker (Hearing Officer) & Advisory Services:

**Q1: It is understood that Radford seeks proposals for the provision of services in two different roles: Title IX Decision Maker and Advisor. Preparing to provide such a proposal, but was not sure whether Radford was interested in proposals offering both services. A single firm likely would not be able to have an individual serving in both roles, but it appears that Radford has left open the possibility that one firm might make a proposal to serve in either or both capacities in different cases depending on the need. Please confirm that one proposal offering both services is an appropriate response to this RFP?**

**Answer:** The assumption is correct in that *an Offeror can submit a proposal for both Decision Maker and Advisory Services or submit a proposal for one of the two services. An offeror can serve in both capacities in different cases, depending on the need.*

**Q2: Is it possible for the advisor's role to be conducted solely virtually or will it be required that they make themselves available for in-person meetings?**

**Answer:** *Depending on need, capability and availability, the advisor's role could be virtual or in-person and will be determined as warranted by the situation and mutually agreed upon.*

2. The due date and time remain Tuesday, June 17, 2021 at 3:00 p.m.

3. **NOTE:** At the bottom of page 3 of the RFP #R21-003 document, check the 1 ☒ to acknowledge you received and read this Addendum. See SNIP below for reference.

---

I acknowledge that I have received the following addenda posted for this solicitation.

1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ (Please check all that apply.)

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Respectfully,

DocuSigned by:

*Debbie Dove CPPB CUPO*

52F3A28F4047428...

Debbie Dove, CPPB, CUPO

Phone: 540-831-5598

Email: [ddove1@radford.edu](mailto:ddove1@radford.edu)



## GENERAL TERMS AND CONDITIONS

**This solicitation and any resulting contract are subject to the provisions of the *Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and their Vendor's* and any revisions thereto, and the *Governing Rules*, which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at [www.vascupp.org](http://www.vascupp.org).**

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1. **ADMINISTRATIVE APPEALS PROCEDURE:** Although Radford University is authorized to establish an administrative appeals procedure, it has chosen not to develop such procedures, but rather will rely on legal action for such determinations. (Governing Rule §55). However, Radford University reserves the right to use Alternative Dispute Resolution (ADR) for hearing appeals from decisions on disputes arising during the performance of a contract or when it is deemed to be in the best interest of the University. (Governing Rule §56).
2. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and §10 of the Governing Rules. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Governing Rule §36).

In every contract over \$10,000 the provisions in 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provision of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
3. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to Radford University, and the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
4. **ANNOUNCEMENT OF AWARD:** Upon award or the announcement of the decision to award a contract over \$50,000 as a result of this solicitation, Radford University will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of ten (10) days.

5. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth.
6. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of Radford University, an agency of the Commonwealth.
7. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or non-stock corporation, limited liability company, business, trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required by Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business fails to remain in compliance with the provisions of this section.
8. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
  1. The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the University's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract, or if there is none, in accordance with the dispute's clause provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors (Governing Rule §53). Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.
9. **CONTROLLING VERSION OF SOLICITATION:** The original version of the solicitation and any addenda issued by Radford University's Procurement and Contracts Department is the mandatory controlling version of the document. Any modification to the solicitation by the bidder or offeror shall not modify the original version of the solicitation issued by Radford University's Procurement and Contracts Department. Such modifications or additions to the solicitation by the bidder or offeror may be cause for rejection of the bid or proposal; however, Radford University reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a bid or proposal.

10. **DEBARMENT STATUS:** By submitting their bids/proposals, bidders/offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
11. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the University, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
12. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.  
  
For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, possession or use of any controlled substance or marijuana during the performance of the contract. (Governing Rule §11).
13. **EO/AA STATEMENT:** If this contract is a covered government contract or subcontract, contractors and subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Radford University does not discriminate against employees, students, or applicants on the basis of age, color, disability, gender, gender identity, gender expression, national origin, political affiliation, race, religion, sexual orientation, genetic information, or veteran status; or otherwise discriminate against employees or applicants who inquire about, discuss, or disclose their compensation or the compensation of other employees, or applicants; or any other basis protected by law.
14. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids/proposals, bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment; loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
15. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal [eVA Electronic Virginia Portal](#) streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth should participate in the eVA internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors should self-register in eVA and pay applicable vendor transaction fees. Failure to register may result in the bid/proposal being rejected.
16. **E-VERIFY REQUIREMENT OF ANY CONTRACTOR:** Any contractor with more than an average of 50 employees for the previous 12-months entering into a contract in excess of \$50,000 with the University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
17. **FEDERAL GRANTS:** The following provisions apply to a contract made under a federal grant: Appendix II C.F.R. 200§§200.317-200.326.

18. **FORCE MAJEURE:** The performance of the contract by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the Event, or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to hold the Event or to fully perform the terms of the contract. The contract may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.
19. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a contract with the Commonwealth of Virginia, the contractor certifies that the contractor does not, and shall not during the performance of this contract for goods and services in the Commonwealth, knowingly employ an unauthorized illegal alien as defined in the federal Immigration Reform and Control Act of 1986.
20. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor; or any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or failure of the issuing agency to use the material, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
21. **MANDATORY USE OF RADFORD UNIVERSITY'S FORM AND TERMS AND CONDITIONS:** Failure to submit a response on Radford University's form provided for that purpose may be a cause for rejection of the response. Modification of or additions to the General Terms and Conditions of the solicitation may be cause of rejection of the response; however, the University reserves the right, on a case by case basis, in its sole discretion, whether or not to reject such a response.
22. **NONDISCRIMINATION OF CONTRACTORS:** A bidder/offeree, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of the objection, access to equivalent goods, services, or disbursements from an alternative provider.
23. **PAYMENT:**
1. **Prime Contractor:**
- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
  - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days.
  - c. All goods and services provided under this contract or purchase order, that are to be paid with public funds shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
  - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.



- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the University of its prompt payment obligations with respect to those charges which are not in dispute (*Governing Rule §53. Contractual disputes*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:

- 1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment record for work performed by the subcontractor(s) under the contract; or
- 2) To notify the University and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise prohibited under the terms of the contract) on all amounts owed by contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan as specified in the contract documents and is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only substantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the University or institution, or other appropriate penalties may be accessed in lieu of withholding such payment.

24. **PRECEDENCE OF TERMS:** The following paragraphs of these General Terms and Conditions shall apply in all instances: **Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors, Applicable Laws and Courts, Anti-Discrimination, Ethics in Public Contracting, Immigration Reform and Control Act of 1986, Debarment Status, Antitrust, Mandatory Use of Radford University's Form and Terms and Conditions, Clarification of Terms, and Payment.** In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
25. **PRICING CURRENCY:** Unless otherwise stated in the solicitation, bidder/offeror shall state bid/offer in U.S. dollars.
26. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The University may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the services/furnish the goods and the bidder/offeror shall furnish to the University all such information and data for this purpose as may be requested. The University reserves the right to inspect bidder/offeror's physical facilities prior to award to satisfy questions regarding the bidder/offeror's capabilities. The University further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy the University that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
27. **SUPREMACY CLAUSE:** Notwithstanding any provision in the bidder's/offeror's response to the contrary, the bidder/offeror agrees that the terms and conditions contained in Radford University's bid/offer prevail over contrary terms and conditions in the bidder's/offeror's response.



28. **TAXES:** Sales to the Commonwealth of Virginia and Radford University are normally exempt from state sales tax. State sales and use tax certificates of exemption ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The appropriate University Sales and Use Tax of Exemption number is as follows: RU 10-546001789F-001; FIN 54-6001789
29. **TESTING AND INSPECTION:** The University reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to specifications.
30. **TRANSPORTATION AND PACKAGING:** By submitting bids/offers, all bidders/offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest band best rate upon the actual weight of the goods to be shipped. Except as otherwise specified herein standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description and quantity.
31. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerors to the specific brand, make or manufacturer name, but conveys the general style, type, character, and quality of the product desired. Any product which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror is responsible to clearly identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the University to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring the bid as nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equal product, such bid will be considered to offer the brand name product referenced in the solicitation.

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## ***Attachment B:***

**Contractor's Proposal Signed and Addendum No. 1  
Acknowledged dated June 7, 2021**

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Radford University RFP #R21-003

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June 8, 2021

KAREN MICHAEL  
KarenMichael, PLC  
2711 Buford Rd, #210  
Richmond, VA 23235

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Thank you for the opportunity to conduct business with Radford University. Karen Michael is pleased to submit a proposal for Title IX Decision Maker/Hearing Officer.

## **A. Qualifications and Experience in providing the goods/services:**

### **1. Relevant background information, examples of services provided similar in nature and scope;**

The needs of Radford University fall squarely within the expertise of Karen Michael.

Ms. Michael has worked with higher education for decades, has provided workplace investigation or other similar services, and has been called upon to serve as a Title IX Decision Maker and Hearing Officer and Appeals Officer for:.

:

Old Dominion University

George Mason University

Virginia Polytechnic University

Radford University

Roanoke College

Virginia Commonwealth University

Liberty University

She has also been called up to serve as a Title IX Decision Maker, Hearing Officer and Appeals Officer.

Ms. Michael has a diverse 28 years of experience practicing law, serving as an HR executive and teaching at the University of Richmond's School of Continuing Studies and Virginia Commonwealth University.

Ms. Michael is specially trained in Title IX, Title VII and state discrimination laws. She is also trained in sexual assault and sexual assault crimes.

## A.1 (continued)

Specific to universities, Ms. Michael has investigated allegations of discrimination, harassment and sexual violence/assault by and between students, faculty, administrators, and third parties.

Ms. Michael reviewed the entire Title IX program from Roanoke College after allegations of misconduct by the Title IX Coordinator arose. Ms. Michael's retention for that matter was public.

Ms. Michael has decades of experience in investigations and, more recently, experience in Hearing Officer and Decision-Maker/Appeals Officer since the passage of the new Title IX regulations in 2020.

Ms. Michael possesses the expertise to objectively review any type of allegation and has the depth of experience to fully and fairly assess credibility and render findings consistent with University policy and the law.

### 2. Name(s), contact information and resume(s) for person(s) to be designated as the primary contact for this work;

#### Contact Information

Karen Michael  
KarenMichael, PLC  
2711 Buford Road, #210  
Richmond, Va. 23235  
kmichael@karenmichaelconsulting.com  
804-423-2542

Karen Michael will be the primary point of contact for the work performed in this RFP. As stated above, Karen Michael is the President of Karen Michael, PLC, a Richmond-based work law & human resources consulting firm specializing in management and leadership training, workplace investigations, HR Consulting & Special Projects, and employment law advice. Karen is a nationally-recognized workplace expert and sought-after speaker and has presented around the country, including at the national SHRM conference and the national EEOC conference - EXCEL.

## A.2 (continued)

### ***HR Consultant/Employment Attorney as Owner – KarenMichael, PLC (2008 to Present)***

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For the last fourteen years, Ms. Michael has served as President of Richmond-based KarenMichael, PLC where she regularly conducts workplace investigations for the public and private sector, as well as conducting management training, advocating for state agencies in employee grievances, responding to EEOC Charges and providing legal advice.

### ***Special Correspondent – Richmond Times-Dispatch***

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As a recognized workplace expert, Ms. Michael has written hundreds of articles as a weekly labor law columnist for the Business Section of the Richmond Times-Dispatch.

Some of the articles written by Ms. Michael related to workplace investigations include:

[With sexual harassment allegations on the rise, employers need to take actions to get their house in order](#)

[Despite possible hoaxes, conducting a complete and thorough investigation is critical](#)

[Managers have an obligation to prevent and report workplace harassment](#)

### ***Human Resources Executive – SunTrust Bank (9 years)***

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Prior to her role as President, KarenMichael, PLC, Ms. Michael served as a First Vice President in Human Resources for SunTrust Bank, directing the employee relations functions for its Mid-Atlantic and Mortgage divisions (approximately 10,000 employees). In this role as First Vice President, Ms. Michael directed investigations and conducted the most complex, confidential investigations involving members of senior leadership.

The scope of responsibilities included investigating matters involving sexual and other forms of harassment, discrimination, workplace bullying, and ethical misconduct.

During this time, Ms. Michael directed or conducted dozens of workplace investigations, and interacted with the highest levels of the organization to make recommendations on courses of action. These matters were highly confidential and involved very complex situations.



## A.2 (continued)

### ***Adjunct College Professor – Univ. of Richmond's School of Continuing***

---

Ms. Michael was a founding professor for the University of Richmond's Public Safety University, teaching public safety adults in graduate and undergraduate programs in the areas of employment law and human resources. Through this partnership with the university and municipalities, public safety officials including police officers, firefighters, emergency medical technicians, and the like were provided an opportunity to earn their graduate and undergraduate degrees.

Ms. Michael also taught employment law to students earning their bachelor's degree in Human Resources Management at University of Richmond's School of Continuing Studies.

Ms. Michael currently teaches an annual human resource and the law class for VCU's Executive MBA School.

### ***EEOC Seeks Ms. Michael's Expertise***

---

Ms. Michael is regularly invited by the Equal Employment Opportunity Commission "EEOC" to share her expertise.

For the past six years, Ms. Michael has presented annually at the Charlotte Region EEOC's Technical Assistance Seminar for employers. Ms. Michael has spoken for the EEOC in Raleigh and Charlotte, North Carolina, Richmond and Norfolk, Virginia, and the DC and New York offices of the EEOC on the topics of sexual harassment, conducting workplace investigations, ADA/FMLA/Worker's Compensation, workplace bullying, and social media, among other topics.

For the last two years, Ms. Michael has been invited to speak at the EEOC's annual national conference, "EXCEL." This privileged invitation is offered to only the top experts in the country.

### ***SHRM Seeks Ms. Michael's Expertise***

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Ms. Michael has been invited seven times to speak at the national SHRM conference, including on the topics of conducting workplace investigations. Her presentation delivered at the national SHRM conference in DC titled, "He Said/She Said – Six Steps to Conducting

## A.2 (continued)

an Effective Investigation,” is attached. Ms. Michael has also presented in the topic, “Taming the Workplace Bully,” among other topics. She will be presenting at the 2021SHRM national conference this fall.

### ***Ms. Michael Works with Universities***

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Ms. Michael is well-versed in the areas of Title VII and Title IX, and has worked with Radford University, Virginia Commonwealth University, George Mason University, Liberty University, Roanoke College, Old Dominion University, two university hospital systems, New College Institute, and Florida Gulf Coast University.

Through some of these engagements, Ms. Michael has conducted Title IX and/or Title VII investigations and has the requisite expertise to understand the complexity of the legal investigatory requirements as well as the changing landscape for the laws.

### ***Ms. Michael Works the Public Sector***

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Ms. Michael is experienced in Virginia government operations. She is currently on a standing appointment with the Office of the Attorney General to represent state agencies in matters of employment law, workplace investigations and advocating for state agencies in grievance hearings.

Ms. Michael has worked or is currently working with, multiple state agencies to conduct training, workplace investigations, workplace satisfaction audits (a/k/a workplace bullying reviews) and/or other legal employment matters, including representation in grievance hearings.

State agencies with which Ms. Michael has been engaged include:

- Virginia Commonwealth University
- Virginia Department of Agriculture and Consumer Services. (VDACS)
- Auditor of Public Accounts (APA)
- Virginia Department of Aviation (DOAV)
- Department of Behavioral Health & Developmental Services (DBHDS)
- Virginia Commonwealth University (VCU)
- Department of Corrections

## A.2 (continued)

- Virginia Department of Criminal Justice Services (DCJS)
- Virginia Department of Taxation (Virginia Tax)
- Virginia Department of Emergency Management (VDEM)
- Virginia Employment Commission (VEC)
- Department Environmental Quality (DEQ)
- Virginia Department of Fire Programs (VDFP)
- Department of Forensic Science (DFS)
- Department of Game and Inland Fisheries (DGIF)
- George Mason University (GMU)
- Virginia Department of Health (VDH)
- Department of Health Professions (DHP)
- Indigent Defense Commission (IDC)
- Virginia Information Technologies Agency (VITA)
- Department of Juvenile Justice (DJJ)
- Virginia Lottery
- Marine Resources Commission (MRC)
- Department of Medical Assistance Services (DMAS)
- Department of Motor Vehicles (DMV)
- New College Institute (NCI)
- Office of the Attorney General (OAG)
- Old Dominion University (ODU)
- Department of Professional and Occupational Regulation (DPOR)
- Virginia Retirement System (VRS)
- Science Museum of Virginia (SMV)
- Department of Small Business and Supplier Diversity (SBSD)
- Department of Social Services (DSS)
- State Corporation Commission (SCC)
- Supreme Court of Virginia
- The College of William & Mary
- Virginia Department of Transportation (VDOT)
- Department of the Treasury (TRS)
- University of Mary Washington (UMW)
- University of Virginia (UVA)

## A.2 (continued)

- Department of Veterans Services (DVS)
- Virginia Alcoholic Beverage Control Authority (ABC)
- Virginia Polytechnic Institute and State University (VT)
- Virginia529 College Savings Plan
- Virginia Workers' Compensation Commission (VWC)

Ms. Michael has also worked with private universities such as Liberty University and Roanoke College.

Ms. Michael also engages with municipalities and has provided services to public sector municipalities such as the City of Suffolk, City of Blacksburg, City of Gaithersburg (Maryland), City of Richmond, Stafford County School System, Stafford County, City of Hampton, and Franklin County Municipal Court System (Ohio).

Ms. Michael cannot reveal specific clients that involved investigations as such a relationship is confidential but notes that some of these engagements involved workplace investigations and/or workplace satisfaction audits.

The investigations conducted by Ms. Michael are always kept in high confidence.

### ***Community Service and Associations***

Ms. Michael has served on the boards of the Urban League of Greater Richmond, Chesterfield County Humane Society, Richmond Human Resources Management Association, and the Huguenot Little League.

She is a member of the Virginia State Bar.

### 3. Prior judicial experience and/or trial-like experience;

Ms. Michael is a trained trial attorney and represented organizations in multiple state and federal jury trials as an attorney at McGuire Woods.

In her role as the President of KarenMichael, PLC, Ms. Michael is on the panel of approved attorneys to be appointed by the Virginia Attorney General to represent state agencies in state grievance hearings. As noted earlier, she has represented dozens of state agencies in

### A.3 (continued)

these grievance hearings and is very familiar with the process of listening to evidence, collecting exhibits, and making a finding consistent with law and policy.

#### 4. Prior Title IX or experience with sexual misconduct claims;

For decades, Ms. Michael has worked with universities on sexual misconduct claims, including dating back to 1996 when she represented University of Richmond in a sexual assault lawsuit filed by a student against a professor.

Since that time Ms. Michael has worked with numerous universities to conduct investigations into sexual assault and other allegations of misconduct for universities.

When Ms. Michael began investigating Title IX matters, she underwent special training related to trauma informed interview techniques that was specific to Title IX investigators.

Ms. Michael is well versed in pre-2020 Title IX regulations and will apply a similar expertise to the new regulations.

On July 16, 2020, Ms. Michael successfully completed a 3-day intensive training with The Virginia Department of Criminal Justice Services (DCJS) entitled “The Four Corners of Title IX Regulatory Compliance” (certificate included below). The following metrics were addressed:

- Organization and management - appropriately trained and positioned staff, website design, self-evaluation of the system
- Investigation, discipline, and mediation - including fairness to both the complainant and respondent, potential challenges to our systems in court, appeals, review and grievance procedures for staff and students
- Supportive measures - support services for complainants and respondents, including interim measures and advocacy
- Culture and climate management - surveys and “checks,” violence prevention, and “voluntary compliance” with the spirit of the Title IX

## A.4 (continued)



Since the passage of the new Title IX regulations, Ms. Michael has served both as a Title IX Decision-Maker/Hearing Officer and Appeals Officer.

In addition, Ms. Michael has over 28 years of experience investigating sexual assaults, sexual harassment, and other sexual misconduct, including to and against transgender individuals, same sex individuals, partner assaults, revenge porn, rape, gang rape, false claims, assault while intoxicated, and other types of serious and traumatic incidents. These are highly sensitive and complex investigations that require the expertise of someone like Ms. Michael who understands the unique nature of these situations and who can apply the sensitivity to the issues.

Ms. Michael has represented universities in grievance hearings involving sexual misconduct (related to staff misconduct) and has also provided training to a variety of constituents (including University Police, Executives and Human Resources) on the issue of sexual harassment and including Title IX.

Ms. Michael has conducted training for Florida Gulf Coast University specifically on the topic of Title VII, Title IX, and civility in the workplace.

Ms. Michael conducted sexual harassment/sexual violence training for the entire athletic department of the College of William & Mary.

Last year, Ms. Michael was hired by the Roanoke College to investigate allegations against college's former Title IX Coordinator concerning student complaints about sexual

## A.4 (continued)

misconduct with insensitivity, sexism, and victim-blaming. The engagement as made public so Ms. Michael is able to speak to this.

5. Any other qualifications and experience relevant to Decision Maker and/or Advisory Services.

Ms. Michael has extensive experience in investigating Title IX, Title VII and other matters involving harassment and discrimination and can provide any investigative services needed.

She can also provide Appeal Officer services.

## B. Quality of products/services offered and suitability for the intended purposes:

6. Make known any conflicts of interest with the parties involved prior to services being provided;

While Ms. Michael does not believe that this proposed representation will in any way compromise or materially affect her ability to represent the university, she will make known any conflicts of interest should they arise

7. Willingness and ability to participate in University training;

Ms. Michael has already worked with Radford University and is familiar with its policies and technology and will continue to learn and participate in any related training needed.

8. Familiarity with videoconferencing technology as certain parties/witnesses may be permitted to participate virtually;

Ms. Michael has participated in virtual hearings for grievance hearings and has conducted a Title IX hearing as a Decision-Maker/Hearing Officer virtually. She is familiar and comfortable with using the Zoom platform, Microsoft Teams and other commonly used programs.



9. Any other product/services offered that are suitable for the University's intended purposes.

Ms. Michael can conduct investigations in addition to serving as a Hearing Officer/Decision-Maker or Appeals Officer. She can also conduct training in these areas as well.

### **C. Specific plans or methodology to be used to provide the products/service:**

10. Participation in hearing process in a professional manner;

As an attorney with 28 years of experience, Ms. Michael is bound by the professional obligations of the Virginia State Bar and will at all times maintain professionalism.

11. Communication plan with the Office of Institutional Equity;

Ms. Michael enjoys a positive and professional relationship with her clients and is available to be reached anytime. She provides to her clients her personal cell phone so that she can be reached at any time.

12. Approach to providing services to the party;

Ms. Michael's approach is to collaborate where needed, and to act independently and objectively as expected by the Title IX regulations and university policy.

13. Any other specific plan(s), approach or methodology for providing the required services.

Ms. Michael will comply with new Title IX standards effective 8/14/2020, Ms. Michael has received 16.5 hours of training on the new regulations and has also carefully reviewed and analyzed the information with independent research using her legal analytical skills to evaluate the best practices to the new regulations, as well as a determination of what has not changed in Title IX compliance.

Ms. Michael will apply the relevant laws (Title IX and possibly Title VII), the relevant policies of the university and state laws, including compliance with, if applicable to the matter: VA Code § 23.1-805. Violence prevention committee; threat assessment team; VA Code § 23.1-806. Reporting of acts of sexual violence; VA Code § 23.1-807. Sexual assault; memoranda of understanding; policies; VA Code § 23.1-808. Sexual violence; policy review; disciplinary immunity for certain individuals who make reports.

## C13 (continued)

In addition, Ms. Michael would, if applicable, and among her recommendations, make sure that the university complies with Va. Code 23.1-900 (Academic transcripts; suspension, permanent dismissal, or withdrawal from institution) as amended in 2020.

Ms. Michael would also apply the Virginia specific requirements for Va. Code 23.1-412 (Non-academic student codes of conduct) as amended in 2020, and other applicable state laws.

Ms. Michael will apply the regulatory definition of sexual harassment to include: “conduct on the basis of sex that satisfies one or more of the following: (1) An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual’s participation in unwelcome sexual conduct; (2) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient’s education program or activity; or (3) “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30).”

As an attorney, Ms. Michael can uniquely evaluate these criteria and render appropriate conclusions based on the evidence.

As a Decision-Maker for Radford University, Ms. Michael will comply strictly with the new standards.

Ms. Michael will provide a predictable, fair grievance process that provides due process protections to alleged victims (Known in the Title IX regulations as “complainants”) and alleged perpetrators (known in the Title IX regulations as “respondents”) of sexual harassment, and effectively implement remedies for victims.

Most importantly, Ms. Michael will apply impartiality and emphasize the truth-seeking function of the grievance process. She will (and has also in the past when conducting investigations) treat all parties with dignity, respect, and sensitivity without bias, prejudice, or stereotypes that could infect interactions with parties to foster impartiality and truth-seeking.

Ms. Michael has been an attorney for over 28 years and has litigated matters in federal and state court and for the last 13 years has actively participated in state grievance hearings. Ms. Michael anticipates that the hearings involved in these matters will operate in a similar fashion other than the specific limitations and instructions imposed by the regulations.

## C.13 (continued)

In compliance with new regulations, Ms. Michael will carefully balance the need for due process and fair hearing with the regulatory mandate that the university is an educational institution, not a court of law. Ms. Michael will conduct an appropriate process as set forth by the university to make factual determinations needed to discern when victims of sexual harassment are entitled to remedies.

Ms. Michael would during any hearing/grievance process:

- (i) Treat complainants and respondents equitably and will fully comply with the grievance procedure before rendering any conclusions and/or disciplinary sanctions or other actions that are not supportive measures.
- (ii) Any remedies imposed would be designed to restore or preserve equal access to the recipient's education program or activity. Such remedies may include the same individualized services described in § 106.30 of the regulations as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.
- (iii) Provide an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence— and will make sure that credibility determinations are not be based on a person's status as a complainant, respondent, or witness;
- (iv) Make sure that she has no conflict of interest to conduct a hearing or appeal or bias for or against complainants or respondents generally or an individual complainant or respondent.
- (v) Follow the presumption that the respondent is not responsible for the alleged conduct until/unless a determination regarding responsibility is made at the conclusion of the grievance process;
- (vi) Include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the recipient offers informal resolution processes, and will comply with any process that allows for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

### C.13 (continued)

- (vii) Describe the range of possible disciplinary sanctions and remedies or list the possible disciplinary sanctions and remedies that the recipient may implement following any determination of responsibility;
- (viii) State whether the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard or the clear and convincing evidence standard - Ms. Michael is aware that the Radford University policy provides for the preponderance of the evidence standard;
- (ix) Include the procedures and permissible bases for the complainant and respondent to appeal;
- (x) Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.
- (xi) Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the recipient and not on the parties (provided that the recipient cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the recipient obtains that party's voluntary, written consent to do so for a grievance process under this section and if a party is not an "eligible student," as defined in 34 CFR 99.3, then the hearing officer will make sure that the recipient obtains the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);
- (xii) Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- (xiii) Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- (xiv) Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; and the hearing officer will comply with the university's established restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;

### C.13 (continued)

- (xv) Provide (generally through the university's representative), to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- (xvi) Determine if both parties were provided an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the recipient does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Determine if prior to completion of the investigative report, the recipient sent to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and if the parties had at least 10 days to submit a written response, and if the investigator considered this prior to completion of the investigative report.
- (xvii) Confirm that the university makes all such evidence subject to the parties' inspection and review available at any hearing to give each party equal opportunity to refer to such evidence during the hearing, including for purposes of cross-examination; and

Ms. Michael will fully comply with § 106.45(b)(6)(i) of the regulations for hearings as follows:

- Create the opportunity for a live hearing.
- Permit each party's advisor to ask the other party and any witnesses all relevant questions and follow-up questions, including those challenging credibility. Such cross-examination at the live hearing will be conducted directly, orally, and in real time by the party's advisor of choice and never by a party personally, notwithstanding the discretion of the recipient under paragraph (b)(5)(iv) of this section to otherwise restrict the extent to which advisors may participate in the proceedings.
- As noted earlier, at the request of either party, the hearing officer will provide for the live hearing to occur with the parties located in separate rooms with technology enabling the decision-maker(s) and parties to simultaneously see and hear the party or the witness answering questions. Only relevant cross-examination and other questions may be asked of a party or witness. Before a complainant, respondent, or

### C.13 (continued)

- witness answers a cross-examination or other question, the hearing officer will first determine whether the question is relevant and explain any decision to exclude a question as not relevant. If a party does not have an advisor present at the live hearing, the hearing officer will confirm that the university provides, without fee or charge to that party, an advisor of the recipient's choice, who may be, but is not required to be, an attorney, to conduct cross-examination on behalf of that party.
- Ms. Michael will make sure that questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.
- If a party or witness does not submit to cross-examination at the live hearing, Ms. Michael will not rely on any statement of that party or witness in reaching a determination regarding responsibility; provided, however, that the Ms. Michael will not draw an inference about the determination regarding responsibility based solely on a party's or witness's absence from the live hearing or refusal to answer cross-examination or other questions.
- Ms. Michael will make sure that live hearings pursuant to the regulations will be conducted with all parties physically present in the same geographic location or, at the recipient's discretion, any or all parties, witnesses, and other participants may appear at the live hearing virtually, with technology enabling participants simultaneously to see and hear each other. Ms. Michael will work with the university to create an audio or audiovisual recording, or transcript, of any live hearing and make it available to the parties for inspection and review.
- It is the role of the decision-maker to make a determination regarding responsibility.
  - In doing so, Ms. Michael will issue written determination regarding responsibility.
  - To reach this determination, Ms. Michael will apply the preponderance of the evidence standard based on university policy.
- The written determination will include:
  - Identification of the allegations potentially constituting sexual harassment as defined in § 106.30 of the regulations;
  - A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the



- **C.13 (continued)**

- parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
  - Findings of fact supporting the determination;
  - Conclusions regarding the application of the recipient's code of conduct to the facts;
  - A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the complainant; and
  - An explanation of the University's procedures and permissible bases for the complainant and respondent to appeal.
- Ms. Michael will issue the written determination to the parties simultaneously.

To protect traumatized complainants from facing the respondent in person, Ms. Michael will make sure that cross-examination in live hearings will not involve parties personally questioning each other, and again, at a party's request, the live hearing will occur with the parties in separate rooms with technology enabling participants to see and hear each other.

Ms. Michael is familiar with online virtual tools and is comfortable using virtual platforms in this manner.

***While this specific RFP seeks a hearing officer/decision maker services, regulations also provide for an independent appeal, which some universities are also outsourcing. Ms. Michael can also serve as an Appeals Officer.***

## **D. Financial Considerations**

Submit your financial considerations for categories defined in the Statement of Needs in Section 8, A & B for this request for proposal.

Karen Michael, PLC is a small firm consisting of one attorney supported by legal assistants/paralegals. All legal services would be provided by Karen Michael herself.

For services provided under this RFP (Title IX Decision Maker/Hearing Officer/Appeals Officer.), the firm agrees to discount year 1 hourly billing to \$275/hour from the customary rate of \$350/hour and increase to \$300/hour for each year thereafter. This discounted rate is provided for public service sector clients.



## D. Financial Considerations (continued)

On rare occasions, Karen will bill for her paralegal at a rate of \$125/hour, reduced to \$95/hour.

Ms. Michael will only seek travel costs where travel is more than 50 miles from Richmond.

Time is tracked in one quarter hour increments, notated on the firm's timekeeping calendar.

## E. Participation of Small, Women-owned, and Minority-owned business (SWaM) Business:

KarenMichael PLC is a 100% woman-owned small business. SWAM-certified (#671342) and Federally GSA-certified for SIN 595-25 EEO Services and SIN 595-21 HR Services.

|                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>KarenMichael, PLC</b><br><b>DBA: Karen Michael, PLC, Employment Law, Training &amp; Consulting</b><br>Karen Michael<br>2711 Buford Road, #210<br>Richmond, VA 23235<br>Phone: (804) 423-2542<br>Fax: (877) 704-4508<br><a href="mailto:kmichael@karenmichaelconsulting.com">kmichael@karenmichaelconsulting.com</a><br><a href="http://www.KarenMichaelconsulting.com">www.KarenMichaelconsulting.com</a> | Certification Number: 671342<br><b>SWaM Certification Type:</b><br>Small Start Date: 08-14-2017<br>Micro Start Date: 08-14-2017<br>Women-Owned Start Date: 08-14-2017<br>SWaM Expiration Date: 08-14-2022<br><b>NIGP Code and Description:</b><br>91865 Human Relations Consulting<br>91874 Legal Consulting<br>91885 Personnel/Employment Consulting (Human Resources)<br>96149 Legal Services, Attorneys<br>96161 Public Speaking Services<br>Pcard: N<br>Business Category: Legal Services |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## F. References

Provide four (4) references, either educational (preferred) or governmental, for whom you have provided the type of services described herein. Include the date(s) services were furnished, the client name, address, and the name and phone number of the individual Radford University has your permission to contact.

***ALL references provided are proprietary as Ms. Michael cannot reveal specific clients that involved investigations as such a relationship is confidential.***

1. Lisa Boatwright  
Executive Director of Policy, Legal Services & Title IX  
Stafford County Public Schools  
31 Stafford Avenue  
Stafford, VA 22554  
(540) 658-6631 (phone)  
(540) 658-6041 (fax)  
  
Confidential investigation in the direction of the Superintendent  
Anti-harassment/discrimination/bullying training  
*Dates of Service 2018 - 2020*
2. Paul Neimeyer, Esq.  
General Counsel and Corporate Secretary  
VCU Health System Authority  
1010 East Marshall St  
Box 980240  
Richmond, VA 23298-0240  
(804) 828-9010 (Main)  
(804) 240-8420 (Cell)  
  
*Independent 3<sup>rd</sup> Party Investigator*  
*Dates of Service: April 2021*
3. Michael C. Maxey  
Roanoke College  
221 College Lane  
Salem, VA 24153  
540-375-2500  
  
*Title IX Investigator*  
*Dates of Service: August – October 2020*
4. Kelly Oaks, PhD  
Assistant Vice President for Equity & Accessibility  
Virginia Tech | Equity & Accessibility  
North End Center, Suite 2300 (0318)  
300 Turner Street, NW  
Blacksburg, VA 24061  
(540) 231-8771 (phone)  
(540) 231-3830 (fax)  
  
*Workplace Investigation*  
*Title VII and Title IX Investigation Services*

*Dates of Service 2019 – Present*

## General Information Form

The return of the General Information Form and addenda if any, signed and filled out as required.

**TYPE OF BUSINESS: (Please check all applicable classifications).** In order to qualify for assigned Small, Women and Minority (SWaM) points your business must be certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your assigned SBSD certification number: 671342. For assistance with SWaM certification, visit the SBSD website at <https://www.sbsd.virginia.gov/>

\_\_\_\_\_ **Large**

**X** \_\_\_\_\_ **Small business** – A business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

**X** \_\_\_\_\_ **Women-owned business** – A business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

\_\_\_\_\_ **Minority-owned business** – A business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.

**COMPANY INFORMATION/SIGNATURE:** In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal inclusive of all addenda, if applicable, and as mutually agreed upon by subsequent negotiation.

|                                                                                                                                  |                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| <b>FULL LEGAL NAME (PRINT)</b><br>(Company name as it appears with your Federal Taxpayer Number)<br><br><b>KarenMichael, PLC</b> | <b>FEDERAL TAXPAYER NUMBER (ID#)</b><br><br><div style="background-color: black; width: 100px; height: 20px;"></div> |
| <b>BUSINESS NAME /DBA NAME/TA NAME</b><br>(If different than the Full Legal Name)<br><br><b>N/A</b>                              | <b>BILLING NAME</b><br>(Company name as it appears on your invoice)<br><br><b>KarenMichael, PLC</b>                  |

|                                                                                 |                                              |                                                                                                                          |                                                                                                                                                         |
|---------------------------------------------------------------------------------|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PURCHASE ORDER ADDRESS</b><br><br>2711 Buford Rd, #210<br>Richmond, VA 23235 |                                              | <b>PAYMENT ADDRESS</b><br><br>2711 Buford Rd, #210<br>Richmond, VA 23235                                                 |                                                                                                                                                         |
| <b>CONTACT NAME/TITLE (PRINT)</b><br><br>Karen Michael, President               |                                              | <b>EMAIL ADDRESS</b><br><br><a href="mailto:kmichael@karenmichaelconsulting.com">kmichael@karenmichaelconsulting.com</a> |                                                                                                                                                         |
| <b>TELEPHONE NUMBER</b><br><br>804-423-2542 (work)<br>804-814-6003 (cell)       | <b>TOLL FREE TELEPHONE NUMBER</b><br><br>N/A | <b>FAX NUMBER</b><br><br>877-704-4508                                                                                    | <b>EVA VENDOR ID NUMBER</b><br><br>VS0000121879<br><br><b>VIRGINIA STATE CORPORATION COMMISSION REGISTRATION NUMBER</b><br><br><b>SCC ID #S250884-6</b> |

I acknowledge that I have received the following addenda posted for this solicitation.

1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ (Please check all that apply.)

SIGNATURE: Karen Michael DATE: June 7, 2021

## Addendum #1

DocuSign Envelope ID: B16A9A42-5204-4835-80CE-207720A404F5



### Addendum Number 1

Date: May 27, 2021

|                         |                                                                                                          |
|-------------------------|----------------------------------------------------------------------------------------------------------|
| Reference RFP Number:   | R21-003                                                                                                  |
| Commodity:              | Title IX Decision Maker (Hearing Officer) & Advisory Services                                            |
| Dated:                  | May 10, 2021                                                                                             |
| For Delivery To:        | Radford University<br>Agency, Commonwealth of Virginia<br>501 Stockton Street<br>Radford, Virginia 24142 |
| Proposal Due Date/Time: | June 17, 2021, up to 3:00 PM Eastern Time                                                                |

1. Below are questions and information related to RFP # R21-003 Title IX Decision Maker (Hearing Officer) & Advisory Services:

**Q1:** It is understood that Radford seeks proposals for the provision of services in two different roles: Title IX Decision Maker and Advisor. Preparing to provide such a proposal, but was not sure whether Radford was interested in proposals offering both services. A single firm likely would not be able to have an individual serving in both roles, but it appears that Radford has left open the possibility that one firm might make a proposal to serve in either or both capacities in different cases depending on the need. Please confirm that one proposal offering both services is an appropriate response to this RFP?

**Answer:** The assumption is correct in that *an Offeror can submit a proposal for both Decision Maker and Advisory Services or submit a proposal for one of the two services. An offeror can serve in both capacities in different cases, depending on the need.*

**Q2:** Is it possible for the advisor's role to be conducted solely virtually or will it be required that they make themselves available for in-person meetings?

**Answer:** *Depending on need, capability and availability, the advisor's role could be virtual or in-person and will be determined as warranted by the situation and mutually agreed upon.*

2. The due date and time remain Tuesday, June 17, 2021 at 3:00 p.m.

3. **NOTE:** At the bottom of page 3 of the RFP #R21-003 document, check the 1 ☒ to acknowledge you received and read this Addendum. See SNIP below for reference.

Page 1 of 2

Addendum No 1 - RFP # R21-003 Title IX Decision Maker (Hearing Officer) & Advisory Services

DocuSign Envelope ID: B16A9A42-5204-4835-80CE-207720A404F5

I acknowledge that I have received the following addenda posted for this solicitation.

1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ (Please check all that apply.)

SIGNATURE:

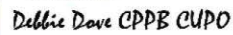


DATE:

June 7, 2021

Respectfully,

DocuSigned by:



52F3A28F4047428...

Debbie Dove, CPPB, CUPO

Phone: 540-831-5598

Email: [ddove1@radford.edu](mailto:ddove1@radford.edu)

## Attachment A

### TERMS AND CONDITIONS

#### GENERAL TERMS AND CONDITIONS. Click below:

[https://www.radford.edu/content/dam/departments/administrative/purchasing/vendor-forms-11-06-20/C028\\_GENERAL\\_TERMS\\_AND\\_CONDITIONS.pdf](https://www.radford.edu/content/dam/departments/administrative/purchasing/vendor-forms-11-06-20/C028_GENERAL_TERMS_AND_CONDITIONS.pdf)

#### ADDITIONAL TERMS AND CONDITIONS:

1. **ADDITIONAL GOOD AND SERVICES:** The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services, under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the contract.
2. **AUDIT:** The contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Radford University, its authorized agents, and/or state auditors shall have full access and the right to examine any of said materials during said period.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Radford University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.
4. **CANCELLATION OF CONTRACT:** Radford University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all addendums thereof, the proposal submitted by the Contractor, the written results of negotiations, the University Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
6. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package and identified as follows:

#### From:

Karen Michael, PLC

Name of Offeror  
2711 Buford Rd #210

Due Date: **June 17, 2021** Time Due: **up to and including 3:00 PM Eastern Time**

Street or Box Number  
Richmond, VA 23235

Solicitation Number: **R21-003**



City, State Zip Code

**Solicitation Title:** Title IX Decision Maker (Hearing Officer) and Advisory  
**Services Procurement Officer:** Debbie Dove

The envelope should be addressed to:

RADFORD UNIVERSITY  
Procurement and  
Contracts  
DepartmentPO  
Box 6885  
501 Stockton Street  
Radford, Virginia 24142

The offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

7. **NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered, mailed or electronically submitted to the address of the respective party at the following address:

If to the Contractor: Address Shown on  
the RFP Cover PageAttention: Name of Person  
Signing RFP

#### If to Radford University:

RADFORD UNIVERSITY  
Procurement and  
Contracts  
DepartmentAttn:  
**Debbie Dove**  
PO Box 6885  
501 Stockton Street  
Radford, Virginia 24142

8. **SEVERAL LIABILITY:** Radford University will be severally liable to the extent of its purchase made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

#### SPECIAL TERMS AND CONDITIONS:

1. **ACCEPTANCE PERIOD:** Any proposal submitted in responses to this solicitation shall be valid for one hundred eighty (180) days. At the end of the 180 days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.
2. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Radford University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that Radford University has purchased or uses its products or services, and the Contractor shall not include Radford University in any

client list in advertising and promotion materials without the express written consent of the University.

3. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor assures that the information and data obtained as to personal facts and circumstances related to students or staff will be collected and held confidential, during and following the contract, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the University's written consent and only in accordance with federal law or *Code of Virginia*. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the University of any breach or suspected breach in the security of such information. Contractors shall allow the University to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
4. **INSURANCE:** By signing and submitting a Proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. The Offeror further certifies that the Contractor and any subcontractors will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- √ Worker's Compensation - Statutory requirements and benefits.
- √ Employers Liability - \$100,000.00.
- √ Commercial General Liability - \$1,000,000.00 per occurrence and \$2,000,00 in the aggregate to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Radford University shall be named as an additional insured to the policy by endorsement.
- √ Automobile Liability - \$1,000,000 combined single limit.
- ☐ Builders Risk – For all renovation and new construction projects under \$100,000 Radford University will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from \$100,000 up to \$500,000 the Contractor will
  - be required to provide All Risk – Builders Risk Insurance in the amount of the Contract and name Radford University as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.

\*The Contractor agrees to be responsible for, indemnify, defend and hold harmless Radford University, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the Contract, including but not limited to claims under the Worker's Compensation Act. The Contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Radford University, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the Contract.

5. **ORDER PLACEMENT:** The University does not place verbal orders for Goods and Services. The University may only place orders for Goods and Services by issuing a formal written Purchase Order in advance delivery of Goods and Services. If the Contractor provides Goods and Services prior to receipt of a formal written Purchase Order or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.
6. **RENEWAL OF CONTRACT:** This Contract may be renewed by Radford University for a period of three (3) one-year renewals under the terms and conditions of the original Contract except as stated in A, B & C below. Price increases may be negotiated only at the time of renewal. Written notice of Radford University's intention to renew shall be given (approximately 90 day) prior to the expiration date of each Contract period.
- A. If Radford University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional year shall not exceed the contract prices of the original Contract increased/decreased by no more than the percentage increase/decrease of the Other Services category of the CPI section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  - B. If during the second-year renewal Radford University elects to exercise the option to renew the Contract for the second additional one-year period, the Contract price(s) for the second additional one-year period shall not exceed the contract price(s) of the first one-year renewal period increased/decreased by no more than the percentage increase/decrease of the Other Services category of the CPI section for the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  - C. If during the third one-year renewal Radford University elects to exercise the option to renew the Contract for the third additional one-year period, the Contract price(s) for the third additional one-year period shall not exceed the contract price(s) of the second one-year CPI renewal period increased/decreased by no more than the percentage increase/decrease of the Other Services category of the section for the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

## Attachment B

### Attachment B

### **SAMPLE CONTRACT FORM**

Standard Contract form for reference only  
Offerors do not need to fill in this form.



### **STANDARD CONTRACT**

Contract Number: **Rxxxxxx**

This contract entered into this \_\_\_ day of \_\_\_, 20\_\_\_, by \_\_\_\_\_, located at (**insert complete physical address**), hereinafter called the "Contractor" and Commonwealth of Virginia, Radford University, called the "Purchasing Agency or Radford University", located at 801 East Main Street, Radford, VA. 24142."

1. **WITNESSETH** that the Contractor and Radford University, in consideration of the mutual covenants, promises and agreements contained, agree as follows:
2. **SCOPE OF CONTRACT:** The Contractor shall provide \_\_\_\_\_ to Radford University as set forth in the Contract Documents.
3. **TERM OF CONTRACT:** From \_\_\_\_\_ through \_\_\_\_\_ with \_\_\_\_\_ (**number of years**) year renewal options or as negotiated, to include all contractual provisions contained herein.
4. **THE CONTRACT DOCUMENTS SHALL CONSIST OF:**

This signed Radford University Standard Contract Document;

Radford University's Request for Proposal (RFP) **Rxx-xxx** dated \_\_\_\_\_, Addendum **xxx** dated \_\_\_\_\_  
(**list all addendums in this format**).

Contractor's Proposal signed and dated \_\_\_\_\_

Negotiation Summation: (**List each document by title and execution date**)

5. **COMPENSATION AND METHOD OF PAYMENT:** The Contractor shall be paid by Radford University in accordance with the contract documents. (**\*Note: If advantageous you can list compensation here.**)

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

**CONTRACTOR:**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**RADFORD UNIVERSITY**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

---

## ***Attachment C:***

### **Negotiation Points and Responses dated September 14, 2021**

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## Radford University RFP #R21-003

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As allowed in Section 10.B – Award to Multiple Offerors, of the subject RFP, the University is conducting negotiations. We are requesting a response to the negotiations questions listed below.

### **CONTRACTUAL TERMS, CONDITIONS AND TEMPLATES:**

1. **RADFORD UNIVERSITY:** It is Radford University's expectation that if awarded a contract you will give priority to Radford University for services identified in the contract. Do you agree?

**VENDOR: Agreed**

2. **RADFORD UNIVERSITY:** Contracts awarded as a result of this RFP are not for professional legal services. Do you agree?

**VENDOR: Agreed**

3. **RADFORD UNIVERSITY:** Do you acknowledge, agree, and understand that Radford University cannot guarantee a minimum amount of business if a contract is awarded to your company?

**VENDOR: Acknowledge, agreed, and understand**

4. **RADFORD UNIVERSITY:** If awarded the contract, any sections identified in your proposal as **proprietary and confidential** can be made public since Radford University is a state agency and our records are available for public review. Do you agree? **NOTE: Radford University redacts EIN/TIN numbers.**

**VENDOR: Agreed**

5. **RADFORD UNIVERSITY:** If awarded a contract, do you agree the standard two-party contract made available in the RFP document will be the only document used to award the contract?

**VENDOR: Agreed**

6. **RADFORD UNIVERSITY:** The terms and conditions as published in the RFP solicitation shall govern the contract if a contract is awarded to your company. Do you agree?

**VENDOR: Agreed**

7. **RADFORD UNIVERSITY:** Do you agree the initial contract is for a period of one year?

**VENDOR: Agreed**

8. **RADFORD UNIVERSITY:** Upon completion of the initial contract period, do you agree the contract may be renewed by Radford University, upon written agreement by both parties, for four one-year periods or as negotiated, under the terms of the current contract?

**VENDOR: Agreed; KarenMichael, PLC agrees to offer discounted hourly billing for the first year of the contract at \$275/hour from the firms customary rate of \$350/hour and increase to \$300/hour for each year thereafter. This discounted rate is provided for public service sector clients.**

9. **RADFORD UNIVERSITY: KARENMICHAEL, PLC** is currently registered in the eVA internet procurement solution as self-registered with eVA ID # **VS0000121879**. If awarded a contract do you agree to retain your current eVA status throughout the contract term?

**VENDOR: Agreed**

10. **RADFORD UNIVERSITY:** In eVA, your organization is registered as **KARENMICHAEL, PLC** Should you be awarded a contract and an order is placed with your company, confirm your eVA *order to* and *invoice to* company name and address is 2711 Buford Road, #210, Richmond, VA 23235. See SNIP below.

eVA

Vendor Addresses

This report was run at 08/30/2021 14:30:09

User Selected/Entered Choices:

eVA Vendor ID (VCUST):VS0000121879

Vendor Location Standard Name:KARENMICHAEL PLC

PDF

Excel

Trouble downloading? Click [here](#)

Layout

Sort

Filter

Group

Paging

| Address Type | eVA Address ID | Street Address        | City     | ST | Zip   | Country | Phone          | Fax            | Contact Name    | Contact Phone  | Contact Email                       | Effective Date | Create Date | Last Modified Date |
|--------------|----------------|-----------------------|----------|----|-------|---------|----------------|----------------|-----------------|----------------|-------------------------------------|----------------|-------------|--------------------|
| Solicitation | EVAAD516774    | 2711 Buford Road #210 | Richmond | VA | 23235 | US      | 1-804-423-2542 | 1-877-704-4508 | Karen Michael   | 1-804-423-2542 | kmichael@karenmichaelconsulting.com | 3/27/2014      | 3/27/2014   | 4/4/2014           |
| Ordering     | EVAAD516773    | 2711 Buford Road #210 | Richmond | VA | 23235 | US      | 1-804-423-2542 | 1-877-704-4508 | Karen Michael   | 1-804-423-2542 | kmichael@karenmichaelconsulting.com | 3/27/2014      | 3/27/2014   | 4/4/2014           |
| Physical     | EVAAD516775    | 2711 Buford Road #210 | Richmond | VA | 23235 | US      | 1-804-423-2542 | 1-877-704-4508 | Karen Michael   | 1-804-423-2542 | kmichael@karenmichaelconsulting.com | 3/27/2014      | 3/27/2014   | 4/4/2014           |
| Billing      | EVAAD516777    | 2711 Buford Road #210 | Richmond | VA | 23235 | US      | 1-804-441-5636 | 1-877-704-4508 | Janiene Quigley | 1-804-441-5636 | jquigley@karenmichaelconsulting.com | 3/27/2014      | 3/27/2014   | 12/12/2019         |
| Payment      | EVAAD516776    | 2711 Buford Road #210 | Richmond | VA | 23235 | US      | 1-804-423-2542 | 1-877-704-4508 | Karen Michael   | 1-804-423-2542 | jquigley@karenmichaelconsulting.com | 3/27/2014      | 3/27/2014   | 6/26/2021          |

**VENDOR: Agreed**

11. **RADFORD UNIVERSITY:** In the eVA database **KARENMICHAEL, PLC** is listed as a certified SWaM vendor (Small, Woman Owned and Micro) with an expiration date of **8.14.2022**. If awarded, confirm you will maintain your SWaM certification status throughout the contract period,

**VENDOR: Agreed****FINANCIAL CONSIDERATIONS:**

12. **RADFORD UNIVERSITY:** Are the prices for all goods/services listed in your proposal inclusive of all applicable eVA system transaction fees?



**VENDOR: Yes**

13. **RADFORD UNIVERSITY:** Does **KARENMICHAEL, PLC** agree to provide monthly invoices with payment due thirty (30) days after receipt of invoices or goods/services, whichever is later?

**VENDOR: Yes**

14. **RADFORD UNIVERSITY:** If awarded a contract, are you willing to hold prices firm for the initial contract period and the first renewal year?

**VENDOR: KarenMichael, PLC agrees to offer discounted hourly billing for the first year of the contract at \$275/hour from the firms customary rate of \$350/hour and increase to \$300/hour for each year thereafter. This discounted rate is provided for public service sector clients.**

15. **RADFORD UNIVERSITY:** If awarded a contract, do you agree to limit price increases to no more than the increase in the **Consumer Price Index – CPI**, for the **Other Services** category for the latest twelve (12) months for which statistics are available at the time of renewal?

**VENDOR: KarenMichael, PLC agrees to offer discounted hourly billing for the first year of the contract at \$275/hour from the firms customary rate of \$350/hour and increase to \$300/hour for each year thereafter. This discounted rate is provided for public service sector clients.**

16. **RADFORD UNIVERSITY:** While other factors such as methodology, quality of service, and prior experience are considered during the selection process, the evaluation of price is a key element of the evaluation. With this in mind, provide your most competitive pricing structure.

| <b>Proposed Fees:</b>                    | <b>Original Rate/Mileage Parameter</b> | <b>Revised Rate/Mileage Parameter</b> | <b>Hourly Rate/Mileage Parameter</b> |
|------------------------------------------|----------------------------------------|---------------------------------------|--------------------------------------|
| Decision Maker (Hearing Officer)         | \$275.00                               | \$275.00                              | Per Hour                             |
| Paralegal Rates                          | \$95.00                                | \$95.00                               | Per Hour                             |
| Advisory Services                        | No Offer                               | n/a                                   | Per Hour                             |
| Travel Costs for >50 miles from Richmond | 51                                     | 51@ standard IRS mileage rate         | Miles from Richmond                  |

The Contractor will adhere to the Commonwealth of Virginia's per diem rates for travel reimbursement. The hyperlink to current rates: [Federal GSA Per Diem Calculator](#)

The hyperlink provided is a direct link to the Department of Accounts CAPP manual

that governs per diem rates. As the Commonwealth of Virginia adjusts rates periodically, any travel associated with this contract shall be reimbursed at the most current rate based on CAPP manual rates at the time of reimbursement. **Confirm your acceptance.**

**VENDOR: Confirmed**

**SCOPE IMPLEMENTATION and ASSOCIATED FEES:**

17. **RADFORD UNIVERSITY:** If awarded a contract, would you be in a position to support all aspects of this contract for **Title IX Decision Maker (Hearing Officer) and Advisory Services** upon the date of a fully executed contract?

**VENDOR: Yes**

18. **RADFORD UNIVERSITY:** If awarded a contract, identify all employees that will be working with Radford University to achieve the requirements of the contract. List their names, titles, areas of responsibility, and contact information.

**VENDOR: Karen Michael, Owner, will be the primary point of contact for the work performed.**

19. **RADFORD UNIVERSITY:** List any expectations you have of Radford University should you be awarded a contract.

**VENDOR: The vendor only asks for continued access to Title IX representatives as needed**

20. **RADFORD UNIVERSITY:** Describe your quickest turn-around time if emergency services are needed.

**VENDOR: The vendor's availability depends on the timing. The vendor will be transparent about bandwidth. To date the vendor has timely accepted all requests for engagement.**

**KARENMICHAEL, PLC:**

Karen Michael

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Print Name

Owner/President

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Title

*Karen Michael*

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Signature

9/14/2021

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Date