



Western
University
OF HEALTH SCIENCES

Request for Proposal

No. WU-052020-01

WesternU Website Redesign

Public Affairs &
Marketing

5/12/20

Western University of Health Sciences

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REQUEST FOR PROPOSAL (RFP)

PROJECT: WesternU Website Redesign

I. INTRODUCTION

Western University of Health Sciences is seeking proposals from qualified vendors to provide professional services for the redesign of www.westernu.edu. The required scope of services and performance conditions are described in the Statement of Work and include identifying a Content Management Service (CMS) partner, re-design (including navigation) of the top three layers of mission-critical pages, and hand-off to WesternU's Public Affairs & Marketing Department for completion.

II. ATTACHMENTS

The attachments below are included with this Request for Proposals (RFP) for your review and submittal (see asterisk):

| | |
|----------------|---|
| Attachment A – | Statement of Work |
| Attachment B – | Proposer's Information Form |
| Attachment C – | Conflict Disclosure Form |
| Attachment D – | Cost Proposal Format |
| Attachment E – | Qualifications of Vendor Relative to WesternU's Needs (Sample Table Format, only for Professional Services) |
| Attachment F – | Request for Certificate of Insurance (if required per Agreement for Professional Services) |
| Attachment G – | Sample Agreement for Professional Services, if applicable |

III. INSTRUCTIONS TO PROPOSERS

1. Examination of Proposal Documents

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

- A. Have carefully read and fully understand the information that was provided by WesternU to serve as the basis for submission of this proposal.
- B. Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- C. Represent that all information contained in the proposal is true and correct.

- D. Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.
- E. Acknowledge that WesternU has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants WesternU permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on the grounds that Proposer was not fully informed of any fact or condition.

2. Addenda/Clarifications

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments regarding this RFP must be in writing and received by WesternU no later than **May 29, 2020**. Correspondence shall be email to **Barbara O'Malley, Chief Communications Officer** bomalley@westernu.edu Responses from WesternU will be communicated in writing to all recipients of this RFP. Inquiries received after the date and time stated will not be accepted. All addenda shall become a part of this RFP and shall be acknowledged on the Proposer's Form.

WesternU shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by WesternU or its representatives.

3. Submission of Proposals

All proposals shall be submitted to:

Barbara O'Malley, Chief Communications Officer
Email address: bomalley@westernu.edu

Proposals must be delivered no later than **5:00 p.m. Pacific Time on June 11, 2020**. All proposals received after that time will not be considered.

4. Withdrawal of Proposals

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

5. Rights of WesternU

This RFP does not commit WesternU to enter into a contract, nor does it obligate WesternU to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. WesternU reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Remedy technical errors in the Request for Proposals process;
- Approve or disapprove the use of particular subconsultants;
- Negotiate with any, all or none of the Proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the Proposals and/or
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute agreement with WesternU

An agreement shall not be binding or valid with WesternU unless and until it is executed by authorized representatives of WesternU and of the Proposer.

IV. PROPOSED TIMELINE

The tentative RFP timeline is as follows:

| | |
|---------------------------------------|-----------------------|
| RFP Issued | May 12, 2020 |
| Deadline for questions/clarifications | May 22, 2020 |
| Proposal Deadline | June 11, 2020 |
| Zoom presentation | Week of June 15, 2020 |
| Vendor selection | Week of June 22, 2020 |
| Completion of work | Oct 22, 2020 |

V. INFORMATION TO BE SUBMITTED

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of WesternU's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal should be submitted.

All proposals shall address the following items in the order listed below and shall be numbered 1 through 8 in the proposal document.

Section 1 – Proposal Summary

This section shall discuss the highlights, key features and distinguishing points of the Proposal. A separate section shall include a list of individuals and contacts for this Proposal and how to communicate with them.

Section 2 – Profile on the Proposing Vendor(s)

This section shall include a brief description of the Proposer's vendor size as well as the proposed local organization structure. Include a discussion of the Proposer firm's financial stability, capacity and resources. Include all other firms participating in the Proposal. Including similar information about the firms.

Section 3 – Qualifications of the Vendor

This section shall include a brief description of the Proposer's and sub-Proposer's qualifications and previous experience on similar or related projects. Provide in a table format (see Sample Table, Attachment E) descriptions of pertinent project experience with other public municipalities and private sector that includes a summary of the work performed, the total project cost, the percentage of work the vendor was responsible for, the period over which the work was completed, and the name, title, and phone number of client's to be contacted for references. Give a brief statement of the vendor's adherence to the schedule and budget for the project.

This section shall include information regarding any relationships with vendors and/or individuals who **may** submit proposals in response to the RFPs being developed.

Section 4 – Work Plan or Proposal

This section shall present a well-conceived service plan. Include a full description of major tasks and sub-tasks. This section of the proposal shall establish that the Proposer understands WesternU's objectives and work requirement and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the vendor's ability to meet WesternU's schedule, outlining the approach that would be undertaken in providing the requested services.

Section 5 – Proposed Innovations

The Proposer may also suggest technical or procedural innovations that have been used successfully on other engagements and which may provide WesternU

with better service delivery. In this section, discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to WesternU. Section

6 – Project Staffing

This section shall discuss how the Proposer would propose to staff this project. Key project team members shall be identified by name, title and specific responsibilities on the project. An organizational chart for the project team and resumes for key Proposer personnel shall be included. Key personnel will be an important factor considered by WesternU. Changes in key personnel may be cause for rejection of the proposal.

Section 7 – Proposal Exceptions

This section shall discuss any exceptions or requested changes that Proposer has to WesternU's RFP conditions and requirements. If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements. Items not excepted will not be open to later negotiation.

Section 8 – Proposal Costs Sheet and Rates

The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. Provision of this information assists WesternU in determining the company's understanding of the project, and provides staff with tools to negotiate the cost, provide in a table (See Table, Attachment D).

- Breakdown of professional services with rate per hour
- Breakdown of material/equipment with cost per unit
- Breakdown of software or maintenance with cost
- Description of Escalation Clause as it relates to the proposal

This section shall include the proposed costs to provide the services desired. Include any other cost and price information, plus a not-to-exceed amount, that would be contained in a potential agreement with WesternU. The hourly rates may be used for pricing the cost of additional services outlined in the Statement of Work.

PLEASE NOTE: Western University of Health Sciences does not pay for services before it received them. Therefore, do not propose contract terms that call for upfront payments or deposits.

VI. CONTRACT TYPE AND INVOICING

It is anticipated that the agreement resulting from this solicitation, if awarded, will be a time and materials form of contract with a cap maximum to be negotiated at prior to award.. This figure shall include all direct cost.

Completed milestones are eligible for payment at NET 30 terms upon receipt of invoice. Final payment will be based on the completion of the project.

Any cost overruns must be bi-laterally approved by WesternU and the Proposer.

VII. REVIEW AND SELECTION PROCESS

WesternU staff will evaluate the proposals provided based on the following criteria:

1. Quality and completeness of proposal; matches Statement of Work;
2. Quality, performance and effectiveness of the services to be provided by the Proposer;
3. Quality of the estimates by which projected savings are developed;
4. Proposer's experience, including the experience of the staff;
5. Cost to WesternU;
6. Proposer's financial stability;
7. Proposer's ability to perform Work;
8. Proposer's ability to provide future records, reports, data, and service;
9. Proposer's compliance with applicable laws, regulations, policies (including WesternU policies), guidelines and other governing prior or existing contracts performed by the contractor; and
10. Risk Management, if applicable

VIII. DIGITAL PRESENTATION

Proposers should be prepared to provide a presentation via Zoom before the final Proposer is selected.

IX. COLLUSION

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

X. DISQUALIFICATION

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

1. Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal;
2. Any attempt to improperly influence any member of the evaluation team;
3. Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and WesternU;
4. Evidence of incorrect information submitted as part of the proposal;
5. Evidence of Proposer's inability to successfully complete the responsibilities and obligation of the proposal; and
6. Proposer's default under any previous agreement with WesternU, which results in termination of the Agreement.

XI. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of WesternU.

XII. GRATUITIES

No person shall offer, give or agree to give any WesternU employee any gratuity, discount or offer of employment in connection with the award of contract by WesternU. No WesternU employee shall solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a WesternU contract.

XIII. NON-ELIGIBLE BIDDERS

In order to avoid any conflict of interest or perception of a conflict or interest, Proposer(s) selected to provide professional services under this RFP will be subject to the following requirements:

1. The Proposer(s) who work on the procurement will be precluded from submitting proposals or bids as a prime contractor or subcontractor in the ultimate procurement.
2. The Proposer(s) may not have interest in any potential Proposer for the ultimate procurement.

ATTACHMENT A STATEMENT OF WORK

1. PROJECT OVERVIEW

WesternU is a premiere professional university in the health sciences and seeks a website that reflects the innovation and excellence of our curriculum and student offerings. The site is vital to our digital strategy and serves as the first experience that many have with the University. We are seeking a firm to assist with a complete redesign of www.westernu.edu to focus on driving awareness, interest, desire, and action (apply, engage, give). This includes partnering with a Content Management System (CMS) provider, providing the navigation and design for the top three levels of mission-critical pages, including, but not limited to:

- Home page
- 9 Different Colleges
- WesternU Health
- Center for Innovation
- Research
- Admissions
- Alumni & Giving (this site is already complete, so just the home navigation to the Alumni & Giving site is necessary)
- Community/Partners
- News
- Financial Aid
- International Students

Through intuitive navigation, the new website will clearly communicate the [University's strategic direction](#) and emerging brand platform of interdisciplinary healthcare professionals working together in a caring and compassionate manner to heal. It will reflect the concepts of: Humanism, Excellence in Health Care Education/Research, and Innovation.

2. AUDIENCES

All audiences are important and will be reflected in the website. However, to provide focus, clarity, and drive action.

Primary Audiences

1. Prospective health sciences graduate students (age 22-29)
2. Community/Partners (exhibiting our interconnectivity)
3. Donors/Funders of research

Secondary Audiences

1. Alumni
2. Current students
3. Faculty and staff
4. Media

Geographic Locations

- Pomona, CA
- Lebanon, OR
- Online (anywhere)

3. EXISTING TECHNICAL ENVIRONMENT OVERVIEW

The current website is built in WordPress. WesternU uses Ellucian Banner as its enterprise-level planning and student information system. WesternU Admissions uses Slate for its CRM. The Alumni & Giving site is being provided/designed by Blackbaud. The new website should be [ADA](#) (WCAG) 2.1 compliant.

4. PROJECT REQUIREMENTS

Project and relationship management: You will provide your approach to managing this project in a remote environment, using a platform such as Zoom. Because of the Covid 19 situation, it is expected that there will be no travel associated with this project. The project manager will host weekly meetings with the WesternU Web team to keep us on target. The Project Manager will prepare to hand off the project for internal completion at the end of the engagement.

CMS: You will recommend a CMS platform that will allow for a dynamic and responsive user experience providing overall consistency across the entire website, yet allowing for some flexibility by College/Unit. Preferably, you have experiences with this partner and can show us samples of your previous successes. You will advise the Web Team on best practices: site structure and organization; domain architecture; content-tagging; roles-based permissions; event calendar integration; News feature integration; Academic Program Finder; effective SEO.

Content: You will work with us to build out the top 3 levels of navigation and content (writing for the web) for the highest-level, mission-critical pages of the website (noted under Project Overview). This will include helping us eliminate sites/content that are not in use. In your response, you can estimate it by “up to X number of mission-critical pages.”

Design/Style Guide: You will develop a comprehensive digital design standard that leverages creativity and innovation, respects diversity and inclusion, and is ADA compliant. This might include production standards for video, photos, and fonts/colors that are effective across all digital devices.

5. PROJECT TIMELINE

| | |
|------------------------------------|-------------------------------------|
| Project Commence | No Later than Week of June 29, 2020 |
| Milestone 1: Site Map/Content Plan | July 12, 2020 |
| Milestone 2: Design/Style Guide | Aug 22, 2020 |
| Milestone 3: Final Content | Sep 22, 2020 |
| Project Completion/handoff | Oct 22, 2020 |

6. ESTIMATED BUDGET

The estimated budget for this project is \$50,000 - \$100,000. We are looking for a collaborative partner that might negotiate items that we can do in-house to control costs. Please provide a line-item budget, allowing us to pick and choose how far we might be able to go with this budget. Also, if there is something that you feel we have left out, feel free to propose the idea for consideration.

ATTACHMENT B
PROPOSER'S INFORMATION FORM (1 of 2 Pages)

PROPOSER (please print):

| | | |
|------------------------|---|--|
| Name: | | |
| Address: | | |
| | | |
| | | |
| Telephone: | | |
| Email: | | |
| Contact Person: | Same as Above <input type="checkbox"/> | |
| Telephone: | | |
| Email: | | |

selected, intends to carry on the business as (check one):

- ☐ Individual
☐ Joint Venture
☐ Partnership
☐ Corporation
 When incorporated? _____
 In what state? _____
 When authorized to do business in California? _____
☐ Other (explain): _____

ADDENDA

To assure that all Proposers have received each addendum, check the appropriate box(es) below.
Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received: ☐ 1; ☐ 2; ☐ 3; ☐ 4; ☐ 5; ☐ 6;

Or, ☐ _____ No Addendum/Addenda Were Received (**check and initial**).

PROPOSER'S SIGNATURE

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

1. If Proposer is INDIVIDUAL, sign here

Signature/Title

| | |
|------|-----------|
| Date | Signature |
|------|-----------|

2. If Proposer is PARTNERSHIP or JOINT VENTURE; at least two (2) Partners shall sign here:

1st Signature/Title

| | |
|------|-----------|
| Date | Signature |
|------|-----------|

2nd Signature/Title

| | |
|------|-----------|
| Date | Signature |
|------|-----------|

3. If Proposer is a CORPORATION, the duly authorized officer shall sign as follows: The undersigned certify that he/she is respectively:

Signature/Title

Of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)/ Title

| | |
|----|-------|
| By | Title |
|----|-------|

**ATTACHMENT C
WESTERN UNIVERSITY OF HEALTH SCIENCES
CONFLICT DISCLOSURE FORM**

It is the policy of Western University of Health Sciences to ensure against any contractual conflict of interests with respect to applicable vendors and/or contractors. Please have the respective vendor/contractor/agent complete this form.

| | |
|---|--|
| Company Name (if applicable): | |
| Name of Individual Completing Form: | |
| Role/Title: | |
| Nature of the Contract/ Services: | |
| Disclosure | |
| <p>Is there a financial relationship, employment or engagement arrangement (full, part-time or voluntary) between Vendor/Contractor and a WesternU employee (current or former) or a Close Relation?</p> <p> <input type="checkbox"/> Yes – please list your disclosures below <input type="checkbox"/> No – go to the Declaration section. </p> <p style="margin-left: 40px;">Definitions:</p> <p style="margin-left: 40px;">(a) Financial relationship includes but is not limited to (i) compensation or other remuneration for services performed (ii) equity interests (stocks, options, warrants); or (iii) management role (director, officer, or any other position that has a significant decision making authority)</p> <p style="margin-left: 40px;">(b) Close Relations includes but is not limited to spouses, domestic partners, parents, grandparents, in-laws, children, siblings, cousins, aunts, uncles, nieces, nephews and each of their respective spouses or domestic partners.</p> | |
| <p style="text-align: center;">Commercial Interest</p> <p><i>Please indicate the name of the Company, etc.</i></p> | <p style="text-align: center;">Nature of Relevant Financial Relationship</p> <p><i>Please identify the Name of the Individual with the Relationship and the type of Relationship (i.e. Employee, Grant/Research Support recipient, Board member, Advisor or Review Panel, Independent Contractor, Stock Shareholder (excluding mutual funds), etc.)</i></p> |
| | |
| | |
| | |
| Declaration | |
| <p>I certify that the above information is accurate and true.</p> <p>Signature: _____ Date: _____</p> | |

ATTACHMENT D
SAMPLE COST PROPOSAL FORMAT

(WesternU is looking for a submittal in this format – content should match cost for Statement of Work required)

| | | | |
|---|----------|------------|------------|
| Description of Product | Quantity | Unit Price | Total Cost |
| Professional Service | Hours | Unit Price | Total Cost |
| Name of Software with Term Dates, if applicable | Quantity | Unit Price | Total Cost |
| Maintenance with Term Dates | Quantity | Unit Price | Total Cost |

**ATTACHMENT E
SAMPLE CLIENT REFERENCE FORMAT**

| | | | | | |
|-----------------------------|--|--------|--|-----------|--|
| Client Company Name: | | | | | |
| Point of Contact: | | | | | |
| Address: | | | | | |
| City: | | State: | | Zip Code: | |
| Phone: | | Ext.: | | | |
| Length of Relationship: | | | | | |
| Highlighted Services: | | | | | |
| Noted Negative Experiences: | | | | | |
| Additional Comments: | | | | | |

| | | | | | |
|-----------------------------|--|--------|--|-----------|--|
| Client Company Name: | | | | | |
| Point of Contact: | | | | | |
| Address: | | | | | |
| City: | | State: | | Zip Code: | |
| Phone: | | Ext.: | | | |
| Length of Relationship: | | | | | |
| Highlighted Services: | | | | | |
| Noted Negative Experiences: | | | | | |
| Additional Comments: | | | | | |

| | | | | | |
|-----------------------------|--|--------|--|-----------|--|
| Client Company Name: | | | | | |
| Point of Contact: | | | | | |
| Address: | | | | | |
| City: | | State: | | Zip Code: | |
| Phone: | | Ext.: | | | |
| Length of Relationship: | | | | | |
| Highlighted Services: | | | | | |
| Noted Negative Experiences: | | | | | |
| Additional Comments: | | | | | |

ATTACHMENT F INSURANCE REQUIREMENTS

Insurance Requirements

The selected Proposer(s), at Proposer's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements, if any, outlined in the Agreement.

All policies, endorsements, certificates and/or binders shall be subject to the approval of the Director of Risk Management of Western University of Health Sciences as to form and content. The selected Proposer agrees to provide WesternU with a copy of a Certificate of Insurance which meets the requirements stated, if any, in the Agreement.

Prior to beginning any Services pursuant to the Contract, Contractor at its sole cost and expense shall procure and maintain for the duration of the Contract and provide evidence in a form acceptable to WesternU, the insurance coverage specified below with insurers and under forms of insurance satisfactory in all respects to WesternU.

Contractor must maintain insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, or the Contractor's agents, representatives, employees or subcontractors. Email Certificates of Insurance to risk@westernu.edu cc: cmagsino@westernu.edu.

AWARD IS CONTINGENT ON COMPLIANCE WITH WESTERNU'S INSURANCE REQUIREMENTS AS SPECIFIED BELOW:

A. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet additional commercial general liability, automobile liability, and employer's liability limits to meet minimum coverage requirements.

Commercial General Liability:

Policy shall include bodily injury, property damage, and liability assumed under an insured contract, including defense costs.

The policy shall be endorsed to include the following additional insured language:
"Western University of Health Science, its Board of Trustees, employees, officers,

Continued

directors, agents, and volunteers shall be named additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Contractor.”

Minimum Limits:

| | |
|---|-------------|
| General Aggregate | \$2,000,000 |
| Products/Completed Operations Aggregate | \$1,000,000 |
| Each Occurrence Limit | \$1,000,000 |
| Personal/Advertising Injury | \$1,000,000 |

Business Automobile Liability:

Bodily injury and property damage for any owned, leased, hired and non-owned vehicles used in the performance of the Contract.

Minimum Limits:

| | |
|---|-------------|
| Bodily Injury / Property Damage (Each Accident) | \$1,000,000 |
|---|-------------|

Worker’s Compensation and Employer’s Liability:

Minimum Limits:

| | |
|------------------------------------|---------------------------|
| Coverage A (Worker’s Compensation) | Statutory - CA and/or OR. |
|------------------------------------|---------------------------|

| | |
|---|-------------|
| Coverage B (Employer’s Liability) Each Accident | \$1,000,000 |
|---|-------------|

| | |
|---------------|-------------|
| Each Employee | \$1,000,000 |
|---------------|-------------|

| | |
|--------------|-------------|
| Policy Limit | \$1,000,000 |
|--------------|-------------|

Professional Liability (Errors and Omissions) for IT Technology, including Network Security and Privacy Liability:

The policy shall cover professional misconduct for those positions defined in the scope of services of this contract.

In the event that the professional liability insurance required by the Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this contract; and that either continuous coverage will be maintained or an extended discovery period will be

exercised for a period of two (2) years beginning at the time work under the Contract is completed.

If such insurance is maintained on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one (1) year following termination of the Contract. If such insurance is maintained on a claims-made basis, Contractor shall maintain such insurance for an additional period of three (3) years following termination of the Contract.

If Contractor contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then Contractor shall provide proof of same.

The insurance shall provide coverage for the following risks:

Liability arising from theft, dissemination, and/or use of confidential information (a defined term including, but not limited to, bank account and credit card account information and personal information, such as name, address, social security numbers, etc.) stored or transmitted in electronic form;

Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to WesternU services, including denial of service, unless caused by a mechanical or electrical failure;

Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

Breach response sub-limits of at least 50% of the liability limit.

Additional Requirements:

The policy shall provide a waiver of subrogation.

The policy shall be endorsed to include additional insured language, such as: "Western University of Health Science, its Board of Trustees, employees, officers, directors, agents, and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor."

Minimum Limits for Service Contracts under \$500,000:

| | |
|-----------|-------------|
| Per Loss | \$1,000,000 |
| Aggregate | \$2,000,000 |

Minimum Limits for Service Contracts over \$500,001:

| | |
|-----------|-------------|
| Per Loss | \$5,000,000 |
| Aggregate | \$5,000,000 |

5. Crime Coverage, if applicable: Coverage shall include employee dishonesty, forgery, or alteration and computer fraud. If Contractor is physically located on WesternU premises, third-party fidelity coverage extension shall apply. WesternU shall be named as a Loss Payee.

The policy shall include coverage for all employees of the Contractor.

The bond or policy shall include coverage for extended theft and mysterious disappearance.

The bond or policy shall not contain a condition requiring an arrest and conviction.

Minimum Limits:

| | |
|----------|-------------|
| Per Loss | \$1,000,000 |
|----------|-------------|

6. Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

Additional Insureds: On insurance policies where WesternU is named as an additional insured, WesternU shall be an additional insured to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by the Contract.

Service Provider's Primary Coverage: The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Notice of Cancellation: Each insurance policy required by the insurance requirements of the Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to WesternU except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given. Such notice shall be sent

directly to WesternU – Office of Risk Management, 309 E. Second Street, Pomona, CA 91766. If any insurance company refuses to provide the required notices, the Contractor or its insurance broker shall notify WesternU of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

Insurer Requirements: All policies of insurance required to be obtained and maintained by Contractor shall be issued by an insurance company acceptable to WesternU, licensed to do business in the State of California and/or State of Oregon must have an A.M. Best rating of an "A- VII" or better, and the rating must be noted beside the carrier's name on the Certificate of Insurance.

Verification of Coverage: Contractor shall provide WesternU with Certificates of Insurance (ACORD form or equivalent) as required by the Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer or insurance agent/broker to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by WesternU – Office of Risk Management before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of work under the contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by the contract or to provide evidence of renewal is a material breach of contract.

All certificates required by the Contract shall be sent directly to WesternU – Office of Risk Management at the address shown below. The project/contract number and project description shall be noted on the Certificate of Insurance. WesternU reserves the right to require complete, certified copies of all insurance policies required by the Contract at any time.

Subcontractors: Contractors' certificate(s) of insurance shall include all subcontractors as additional insureds under its policies, or

Contractor shall furnish to WesternU separate certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

Approval: Any modification or variation from the insurance requirements of the Contract shall be made by WesternU –

Office of Risk Management or authorized WesternU Administrator. Modification or variation will require a formal contract amendment.

Certificates of Insurance, Policy Endorsements and/or Notices shall be mailed to:

Western University of Health Sciences
Office of University Risk Management
Attn: Chique Magsino
309 E. Second Street
Pomona, CA 91766

**ATTACHMENT G
PROPOSER'S SAMPLE AGREEMENT
FOR PROFESSIONAL SERVICES**

Proposer to provide a sample agreement if Request for Proposal is for Professional Services