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WEST VIRGINIA HIGHER EDUCATION POLICY COMMISSION

**REQUEST FOR PROPOSALS (RFP) FOR
INDEPENDENT REVIEW SERVICES**

RFP NO. 15030

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- Exhibit A – Agreement Addendum (Form WV-96)
- Exhibit B – Purchasing Affidavit
- Exhibit C – Vendor Registration and Disclosure Statement
- Exhibit D – Request for Taxpayer Identification Number and Certification (IRS Form W-9)

Questions will be received until August 29, 2014

Proposals will be received until September 11, 2014 3:00 PM EST

DIVISION of FINANCE and FACILITIES
(304) 558-0281 phone • (304) 558-0259 fax

REQUEST FOR PROPOSALS FOR INDEPENDENT REVIEW SERVICES

RFP NO. 15030

Section 1: General Information

1.1 **Purpose.** It is the intent of the West Virginia Higher Education Policy (WVHEPC) to retain the services of a qualified firm to review selected educational institutions under the purview of the WVHEPC. The focus of this review will be to evaluate the institution's ability to carry out the powers and duties of the institution's governing board.

1.2 **Schedule of Events.**

Release of RFP: August 21, 2014
Question Deadline: August 29, 2014
Addendum/Response to Questions: September 3, 2014
Proposal Due Date: September 11, 2014 by 3:00 PM EST
Target Award Date: Not later than September 30, 2014

1.3 **Bidder's Point of Contact.** The sole point of contact for questions, clarification, and inquiries concerning this Request for Proposal (RFP) is:

Mary Blashford, Director of Procurement
West Virginia Higher Education Policy Commission
1018 Kanawha Boulevard East, Suite 700
Charleston, WV 25301
Phone: 304.558.0281 Ext. 241
Fax: 304.558.0259
Email: mblashford@hepc.wvnet.edu

A Bidder, or anyone acting on a Bidder's behalf, may not make any contact whatsoever with any member of the Evaluation Committee concerning the requested services, terms or conditions set forth in the RFP. Violation of this clause may result in the rejection of the bid.

1.4 **Posting of Information.** This RFP and any addenda, including answers to questions, will be posted on the webpage address listed below. It is the vendor's responsibility to check this webpage for current information regarding this RFP.

<https://wvhepc.org/purchasing/>

1.5 **Questions and Answers.** Questions concerning this RFP will be received in writing (via email is acceptable) by the point of contact until the deadline identified above. Questions, if any, will be answered by addendum and posted to the purchasing webpage identified in

1.4 above. It is the Potential Bidder's responsibility to check the webpage above for current information regarding this RFP. When submitting questions, please reference **RFP 15030** in the subject line of the email. In addition, questions submitted in an attachment should be provided as a MS Word document, not in PDF format.

- 1.6 **Proposal Submission.** Please deliver an original and four (4) copies (plus a complete copy in PDF format on a thumb drive) of the proposal in a sealed opaque envelope or package to the following address on or before September 11, 2014 3:00 PM EST:

Director of Procurement
RFP
West Virginia Higher Education Policy Commission
1018 Kanawha Boulevard East, Suite 700
Charleston, WV 25301

The outside of the envelope or package(s) should be clearly marked:

Buyer:	Director of Procurement, WVHEPC
Project:	Independent Review Services
RFP #	15030
Bid Due Date:	September 11, 2014 3:00 PM EST

Proposals received after the due time and date will not be considered and will be returned unopened. It is the Bidder's (Proposer's) sole responsibility to ensure timely delivery.

- 1.7 **Interviews.** Discussions and interviews may be held with Bidders under final consideration prior to making a selection for award; however, the RFP may be awarded without such discussions or interviews. In the event that mutually acceptable terms cannot be reached within a reasonable period with the most advantageous firm, HEPC reserves the right to undertake negotiations with the next most advantageous firm, etc., without starting a new procurement process.
- 1.8 **Oral Statements and Commitments.** Any oral representations made or assumed to be made during discussions held between the Bidder's representatives and WVHEPC personnel are not binding. Only the information issued in writing and added to the RFP specifications file by an official written addendum are binding.
- 1.9 **Rejection of Proposals.** WVHEPC shall select the best value solution according to the evaluation criteria. However, the Director of Procurement reserves the right to accept or reject any or all proposals, in part or in whole at his discretion. The Director reserves the right to withdraw this RFP at any time and for any reason. Submission of, or receipt by the Director confers no rights upon the Bidder nor obligates WVHEPC in any manner.
- 1.10 **Pricing.** A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other offer or with any competitor. The price(s) quoted in the Bidder's proposal will not be subject to any increase and will be

considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

- 1.11 **Proposal Preparation Costs.** Neither WVHEPC nor any of its employees or officers shall be held liable for any expenses incurred by any bidder responding to this RFP, including expenses to prepare or deliver the proposal or attend any oral presentation.

Section 2: Eligibility Requirements

- 2.1 **Qualifications.** The external evaluator must have extensive knowledge of research principles and methodologies; experience with data collection and analysis; knowledge of postsecondary education; experience assessing student academic success; and the ability to produce the deliverables outlined in this RFP within the timeframe outlined in this RFP.
- 2.2 **Ineligible Bidders.** Current employees of WVHEPC, the ten community and technical colleges that make up the consortium (see Section 3.1), the West Virginia Higher Education Policy Commission, and Bridging the Gap Project partners will be excluded from consideration.
- 2.3 **Participation.** WVHEPC encourages participation by Historically Black Colleges and Universities and other minority institutions, as well as small businesses owned and controlled by socially and economically disadvantaged individuals.

Section 3: Project and Services Required

3.1 Background Information

An institution's Board of Governors and its President bear a singular responsibility to citizens, taxpayers, students, faculty and staff to guide and steward postsecondary education in the public interest. As such, the following are considered integral steps to accomplish this responsibility:

1. Ensure that the institution's mission is kept current and is aligned with public purposes.
2. Develop a strategic planning process, approve the strategic plan created as a result of this planning process and monitor progress toward meeting the goals of the strategic plan.
3. Ensure the institution's financial integrity, protect its assets and engage in fundraising and philanthropy.
4. Ensure the educational quality of the institution and its academic programs.
5. Ensure that institutional policies and processes are current and properly implemented.
6. Conduct the board's business in an exemplary fashion and with transparency, adhering to the highest ethical standards and complying with the open-meeting and public record laws.
7. Periodically evaluate and assess the performance of the board, its committees and its members.

8. Maintain a board policy manual or a handbook that guides its work. This manual should clarify the board's legal and fiduciary responsibilities as well as set the boundaries for the board's actions.

In addition, it is appropriate for the board to rigorously and regularly scrutinize its own and its president's performance and adherence to policy. Questions to consider about performance, policies and practices include:

1. How can independence best be maintained to allow for the appropriate level of independence while being sufficiently knowledgeable about campus issues to be able to govern effectively?
2. How well are new board members oriented to the responsibilities of trusteeship?
3. How well are the institution's president and continuing board members educated about current issues and future concepts?
4. Are board bylaws and other governance policies current and adequate?
5. What degree of monitoring and reporting is needed to ensure that board members and the institution president are aware of potential conflicts of interest?
6. Has the board taken steps to inform the appointing authority of needs to consider in the selection of new members or a new president?

3.2 **Services Requested**

It is the desire of the WVHEPC to hire a firm that can perform reviews of institutions based upon the criteria listed above. The listed criteria are not intended to be a definitive list but a starting point for discussion with the vendor. Additional criteria thought to be relevant by the firm can also be discussed and decided upon by WVHEPC.

The vendor would be expected to provide the following services:

1. Developing an agreed upon list of criteria upon which the institution would be reviewed.
2. Investigation and evaluation of an institution's current practices with regard to the criteria.
3. An independent evaluation of the information obtained from the institution with a discussion as to the effectiveness of the policies/practices currently in place.
4. Recommendations for improvement or other course of action (if needed).
5. A written report presented to the WVHEPC with details of the information obtained and all evaluation and suggestions for improvement.

3.3 **Mandatory Requirements**

The WVHEPC considers it mandatory that the Bidder have Higher Education experience in the requested services. Any Bidder without Higher Education experience will not be considered.

Section 4: Proposal Content and Evaluation

- 4.1 **Economy of Preparation.** Proposals should be prepared simply and economically, providing a straightforward, concise description of Bidder's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- 4.2 **Proposal Length/Format.** The proposal shall not exceed twelve (12) single-spaced pages (excluding title page) with primary text in 11-point or larger font and footnotes, charts, and tabular data in 10-point or larger font.
- 4.3 **Proposal Content.** The proposal will be evaluated on a 100-point scale with points assigned as outlined below. A proposal shall contain a title page and three (3) sections:
- (a) *Title Page.* Provide the RFP project and number, the Bidder's name, business address, telephone number, name and email address of authorized contact person, and include a signature and date.
 - (b) *Section 1: Discussion of Services (40 points).* Describe the process you will undertake to perform the requirements of this project, including addressing the services required to be performed in Section 3 of this RFP. Provide an overview of the principles and methodologies that will be used.
 - (c) *Section 2: Qualifications and Experience (30 points).* Describe the Bidder's qualification and experience, including:
 - (1) A description of the background, experience, and expertise of the staff proposed for this project. Include a resume for all major team members.
 - (2) A list and contact information of three clients for whom similar work was performed and a brief description of the services provided. (Higher Education experience will be given greater weight during the evaluation process.);
 - (3) A list of any actual or potential conflicts of interest related to any work that may be required as a result of the RFP.
 - (d) *Section 3: Fee and Expense Proposal (30 points).* Provide a fee and expense proposal. Travel and related expenses will be paid separately and will be negotiated with the vendor when appropriate.

- 4.4 **Agreement Addendum.** The State's Agreement Addendum (Exhibit A) is attached to identify applicable State laws and the guidelines that must be adhered to in any contract presented to WVHEPC for execution. A copy of additional terms and conditions that a firm wishes to offer for consideration should be enclosed with the proposal; however any modification or conflicting terms to the Agreement Addendum requires approval of the West Virginia Attorney General's Office.
- 4.5 **Purchasing Affidavit.** West Virginia State Code § 5A-3-10a requires all vendors to submit an affidavit regarding any debt owed to the State. The Affidavit (Exhibit B) must be completed, signed and returned with the Bidder's proposal.
- 4.6 **No Conflict of Interest.** By signing the proposal, the Bidder affirms that it and its officers, members, and employees presently have no actual or potential conflict of interest, beyond conflicts disclosed in its proposal, and will not acquire any interest, direct or indirect, that would conflict or compromise in any manner or degree with the performance of its services under this contract. If any potential conflict is later discovered or arises, the Contractor must disclose it to WVHEPC promptly.

Section 5: Other Requirements

- 5.1 **Purchasing Vendor Registration.** The Successful Bidder must be a registered vendor with the Purchasing Division, West Virginia Department of Administration, and have a valid vendor number. A Bidder is not required to be a registered vendor in order to submit a proposal, but the Successful Bidder must register and pay the fee prior to the award of an actual purchase order or contract. Vendors participating in this process should complete and file a Vendor Registration and Disclosure Statement (Exhibit C) and remit a registration fee to the address provided on the form.
- 5.2 **FARS W-9 Filing.** The Successful Bidder must have a current IRS Form W-9 Request for Taxpayer Identification Number (Exhibit D) on file with the Finance Division, Financial Accounting and Reporting Section, West Virginia Department of Administration, and a valid vendor number.
- 5.3 **No Debarment/Suspension.** The Successful Bidder must certify that it is not debarred or suspended from doing business with the State of West Virginia or any entity thereof, and that no entity, agency, or person associated with the vendor is debarred or suspended.
- 5.4 **Contract Release Order.** WVHEPC will provide the Successful Bidder with a formal contract release order as notification to proceed with services. The Successful Bidder may not proceed until it is in receipt of an approved signed contract release order purchase order.

Section 6: General Terms and Conditions

- 6.1 **Contract.** The RFP and the Contractor's response will be incorporated into the contract by reference. The order of precedence is the contract, the RFP and any addendum, and the Contractor's proposal in response to the RFP.
- 6.2 **Contractor Relationship.** The relationship of the Contractor to WVHEPC shall be that of an independent contractor, and no principal-agent or employer-employee relationship is contemplated or created by the parties to this contract. The Contractor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents.
- (a) The Contractor shall be exclusively responsible for selecting, supervising, and compensating all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Contractor nor any employees or contractors of the Contractor may be deemed to be employees of WVHEPC for any purpose whatsoever.
- (b) The Contractor shall be exclusively responsible for the payment of employees and contractors, including wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.
- 6.3 **Transfer of Obligations.** The Contractor may not assign, convey, transfer, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association, or entity without WVHEPC's express written consent.
- 6.4 **Subcontracts and Joint Ventures.** The Contractor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. WVHEPC will consider the Contractor to be the sole point of contact with regard to all contractual matters. The Contractor may, with the prior written consent of WVHEPC, enter into written subcontracts for performance of work under this contract; however, the Contractor is totally responsible for payment of the subcontractor.
- 6.5 **Indemnification.** The Contractor shall indemnify, defend and hold harmless WVHEPC, its officers, and its employees from and against: (1) Any claim or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by federal, state, or local statutes, ordinances, or

regulations; (3) Any failure of the Contractor, its officers, employees or subcontractors to observe federal, state, or local statutes, ordinances, or regulations, including but not limited to, labor and wage laws. The Contractor shall indemnify, defend, and hold harmless WVHEPC, its officers, and its employees from and against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 6.6 **Handling of Confidential Information and PII.** The Contractor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless WVHEPC against any and all claims brought by any party attributed to actions of breach of confidentiality by the Contractor, subcontractors, or individuals permitted access by the Contractor.
- 6.7 **Compliance with Laws and Regulations.** The Contractor agrees to comply with the Civil Rights Act of 1964 and all other applicable federal, state, and local laws, ordinances, and regulations.
- (a) The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, ordinances, and regulations.
 - (b) The Contractor shall pay any applicable sales, use, personal property, and other taxes arising out of this contract and the transactions contemplated therein. Any other taxes levied upon this contract, the transaction, equipment, or services shall be borne by the Contractor. It is clearly understood that WVHEPC is exempt from any taxes regarding performance of the scope of work of this contract.
- 6.8 **Contract Term and Renewals.** This contract will be effective upon award and shall extend for a period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of five (5) one-year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The “reasonable time” period shall not exceed twelve (12) months. During the “reasonable time” period, Contractor may terminate the contract for any reason upon giving WVHEPC ninety (90) days written notice. Notice by the Contractor of intent to terminate will not relieve the Contractor of the obligation to continue providing services pursuant to the terms of the contract.
- 6.9 **Invoices & Progress Payments.** The Contractor shall submit invoices, in arrears, to WVHEPC at the address listed on each approved contract release order pursuant to the terms of the contract. State law prohibits payment of invoices before receipt of services. Progress payments may be approved at the discretion of the WVHEPC. State law does not provide for interest on account of late payments. Invoices properly prepared and submitted in accordance with the terms and conditions of the contract are usually paid within 30 days.
- 6.10 **Contract Changes.** If changes in the original contract become necessary, WVHEPC and the Contractor will negotiate a formal contract change order. As soon as possible, but not to surpass thirty (30) days after receipt of a written change request from WVHEPC, the

Contractor shall determine if there is an impact on price with the change requested and provide WVHEPC a written statement identifying any price impact on the contract. The Contractor shall provide a description of any price change associated with the implementation. **No changes shall be implemented by the contractor until such time as the contractor receives an approved written change order. To proceed on verbal approval only is to do so at the Contractor's own risk.**

- 6.11 **Contract Termination - Unavailability of Funds.** If funds are not appropriated or allocated for WVHEPC for the continued use of the services covered by this contract, WVHEPC may terminate the contract at the end of the affected current fiscal period without further charge or penalty. WVHEPC shall give the Contractor written notice of such non-appropriation or non-allocation of funds as soon as possible after WVHEPC receives notice. No penalty shall accrue to WVHEPC in the event this provision is exercised.
- 6.12 **Contract Termination – Other Reasons.** WVHEPC may terminate any contract resulting from this RFP immediately at any time the Contractor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. WVHEPC shall provide the Contractor with advance notice of performance conditions that may endanger the contract's continuation. If, after such notice, the Contractor fails to remedy the conditions within the established timeframe, WVHEPC shall order the Contractor to cease and desist any and all work immediately. In such case, WVHEPC shall be obligated only for services rendered and accepted prior to the date of the notice of termination.
- 6.13 **Record Retention.** The Contractor shall comply with applicable federal and state record retention laws, rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract. The Contractor shall maintain such records a minimum of five (5) years after creation or three (3) years after the end of the U.S. Department of Labor grant performance period, whichever is later, and make such records to U.S. Department of Labor or WVHEPC personnel promptly upon written request. This provision does not apply to confidential information and PII.
- 6.14 **Governing Law.** This contract shall be governed by the laws of the State of West Virginia.

Section 7: Other Information

- 7.1 **Disclosure of Bid and Contract Documents.** All documents submitted to WVHEPC related to purchase orders or contracts are considered public records. All bids, proposals or offers submitted shall become public information and are available for inspection during normal office business hours at WVHEPC after the bid opening.

- (a) All public information may be released with or without a Freedom of Information Act request.
- (b) The only exemptions to disclosure of information are listed in West Virginia Code § 29B-1-4. Primarily, only trade secrets identified by a Bidder are exempt from public disclosure. A Bidder's submission of information to WVHEPC as an agency of the State of West Virginia puts the risk of disclosure on the Bidder. WVHEPC will make a reasonable effort not to disclose information that is within the guidelines of West Virginia Code § 29B-1-4 and is properly labeled "proprietary information not for public disclosure." WVHEPC, however, does not guarantee non-disclosure of any information to the public.

7.2 **Exhibits.** The following Exhibits are a binding part of this RFP and attached to the RFP:

- Exhibit A – Agreement Addendum (Form WV-96)
- Exhibit B – Purchasing Affidavit
- Exhibit C – Vendor Registration and Disclosure Statement
- Exhibit D – Request for Taxpayer Identification Number and Certification (IRS Form W-9)