

Bruce L. Berry, M.D.
Chair



Paul L. Hill, Ph.D.
Chancellor

Leading the Way:

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West Virginia Higher Education Policy Commission
1018 Kanawha Boulevard, East, Suite 700
Charleston, West Virginia 25301
www.hepc.wvnet.edu

WEST VIRGINIA HIGHER EDUCATION POLICY COMMISSION

REQUEST FOR PROPOSALS (RFP) FOR

RFP NO. 15045

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Exhibits

- Exhibit A – Agreement Addendum (Form WV-96)
- Exhibit B – Purchasing Affidavit
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Appendices

- Appendix 1 – WV GEAR UP Grant Narrative, Abridged Version
- Appendix 2 – GEAR UP Annual Performance Report Form
- Appendix 3 – List of GEAR UP Schools

Questions will be received until 5:00 PM EST October 08, 2014
Proposals will be received until 3:00 PM EST October 23, 2014

REQUEST FOR PROPOSALS FOR EXTERNAL EVALUATION SERVICE PROVIDER

Section 1: General Information

1.1 Purpose.

The purpose of this RFP is to retain the services of an external evaluation service provider to establish a framework or model to evaluate the impact of West Virginia's GEAR UP program on students, families, teachers and other relevant persons.

1.2 Schedule of Events.

Release of RFP:	September 23, 2014
Question Deadline:	October 08, 2014
Addendum/Response to Questions:	October 10, 2014
Proposal Due Date:	October 23, 2014
Target Award Date:	November 07, 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** 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 3:00 PM EST:

Mary Blashford
Director of Procurement
RFP # 15045
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:

Mary Blashford
Director of Procurement, WVHEPC
RFP # 15045
WV GEAR UP External Evaluation
Bid Due Date: October 30, 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 It is the policy of the Commission to encourage the participation of small businesses and women and minority owned business in the State of West Virginia procurement activities.
- 2.2 In order to assure the integrity of the evaluation and unbiased commentary, no employees of the West Virginia Higher Education Policy Commission or the West Virginia Council for Community and Technical Education will be considered. Employees of the following West Virginia GEAR UP regional sites will be excluded from consideration: Central West Virginia (WV State University regional site): Southern West Virginia (Concord University regional site): and South Western West Virginia (Southern West Virginia Community and Technical College regional site). Employees of any other State or Partnership GEAR UP grants will also be excluded from consideration.
- 2.3 The evaluator must have extensive knowledge of research principles and methodologies as well as experience with data collection and analysis. The evaluator must have experience in collecting, analyzing, and reporting large amounts of data longitudinally.
- 2.4 The evaluator must demonstrate knowledge of PK-12 education (specifically grades 7-12), knowledge of post-secondary education, and knowledge of how to assess student academic success.
- 2.5 The evaluator must have experience in evaluating large educational grants and in working with large cohort groups in establishing data collection procedures and protocols.
- 2.6 **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.

- 2.7 **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

- 3.1.1 The West Virginia Higher Education Policy Commission (HEPC) has been awarded a \$21 million in federal funding for a seven-year program to help middle and high school students prepare for and pursue a college education. The GEAR UP (Gaining Early Awareness and Readiness for Undergraduate Programs) grant from the U.S. Department of Education will fund programs and services for low-income West Virginia students who have been identified as being at risk of not pursuing an education past high school. Approximately 16,900 students will participate in the project at 50 schools in 10 counties, including Boone, Fayette, Mason, Mercer, Mingo, Nicholas, Summers, Webster, Wirt, and Wyoming.
- 3.1.2 The WV GEAR UP grant is comprised of two structural components: (1) early academic interventions(s) for a 7th grade cohort (Class of 2020) that will be tracked throughout the life of the grant and (2) a priority student approach focusing on post-secondary outreach and intervention for 12th grade students as they rotate through the identified schools. Through the cohort model, WVGU will serve an estimated 2,955 students in 35 schools starting with seventh graders and, later, 15 schools with ninth through 12th graders. Services for this cohort, the class of 2020, will begin in students' seventh grade year and continue through high school graduation and into their first year of postsecondary study. Under the priority model, WVGU will provide just-in-time services, such as financial aid counseling, college match advising and college transition assistance, to an average of 2,424 12th grade students annually. In Years 1 through 5, priority services will be offered to high-need 12th grade students in schools in the same LEAs as cohort students. In Year 6, the cohort group will enter 12th grade and also receive the just-in-time priority services, and postsecondary services will be provided to assist the priority class of 2019. This transition will allow WVGU to build a strong, supportive infrastructure at the postsecondary level in preparation for the cohort group's entry into higher education. In Year 7, WVGU will provide postsecondary services to the cohort group, and continue priority 12th grade services to the class of 2021. This overlapping approach will strengthen ties between WVGU high schools and the State's postsecondary institutions. See Table 1.1.

Table 1.1: WV GEAR UP Cohort and Priority Model – Students to be Served by Year							
Key: C = Cohort; P=Priority. <i>Example: P 2015 = Priority Group, Class of 2015</i>							
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
7 th grade	C 2020						

8 th grade		C 2020					
9 th grade			C 2020				
10 th grade				C 2020			
11 th grade					C 2020		
12 th grade	P 2015	P 2016	P 2017	P 2018	P 2019	C 2020	P 2021
1 st Yr. of College						P 2019	C 2020

- 3.1.3 Each GEAR UP County will be assigned a college partner within three regional areas: Central West Virginia (WV State University regional site): Mason County, Nicholas County, Webster County, and Wirt County; Southern West Virginia (Concord University regional site): Fayette County, Mercer County, and Summers County; and South Western West Virginia (Southern West Virginia Community and Technical College regional site): Boone County, Mingo County, and Wyoming County. A full-time Commission employee known as a GEAR UP Regional Coordinator will be housed at each regional college partner site to assist in program implementation.
- 3.1.4 The West Virginia GEAR UP project will include programs aimed at increasing parent/guardian involvement in the education and educational aspirations of students. The funding also will be used for financial aid and career awareness programs for students, parents and schools to help remove the cultural barriers that keep students from furthering their educations. Teacher professional development activities are also a vital piece to this grant.
- 3.1.5 An abridged version of the grant proposal may be found in Appendix 1.
- 3.1.6 The contract, which is contingent upon continued funding from the US Federal Government and annual satisfactory performance as required is renewable and is anticipated to begin by November 15, 2014 and extend through September 30, 2015. The contact may be renewed for Years 2, 3, 4, 5, 6, & 7 of the grant with written consent of the parties. The Commission will enter into one evaluation contract for all of the services identified in Section 2.

3.2 Services Required

- 3.2.1 The external evaluation service provider shall establish a framework or model to evaluate the impact of West Virginia’s GEAR UP program on students, families, teachers, and other relevant persons. This evaluation model must address the following GEAR UP goals and objectives:

Table 3.2.1: WVGU’s SMART Goals, Objectives and Outcomes	
Goal: Increase the # of GU students who are prepared to enter & succeed in postsecondary education.	
Objectives	Outcomes (GPRA indicators in italics). Targets set where baseline data was available.
Objective 1 (National): Increase the academic	<i>1a: 92% of cohort students pass Pre-algebra by end of 8th grade. GPRA 1</i>
	<i>1b: 85% of cohort students pass Algebra 1 by end of 9th grade. GPRA 2</i>
	<i>1c: 90% of cohort students complete two years of math beyond Algebra 1 by 12th grade. GPRA 3</i>

performance & preparation for postsecondary education for GU students.	1d: By 2020, the cohort's average daily attendance will be 80%.
	1e: Cohort student ^{performance} on the new Common Core Smarter Balance Assessment will improve each time the assessment is administered over the grant. (% increase to be determined once new assessment results are available).
	1f: The mean GPA of cohort students will be at least 3.1 by 2020.
	1g: 50% of cohort students will have successfully completed at least one AP course or one dual enrollment course by 2020.
	1h: 85% of cohort students will graduate from high school on-time. GPRA 4
Objective 2 (National): Increase the rate of high school graduation & participation in postsecondary education for GU students.	2a: 50% of cohort (GU and former GU) students will enroll in postsecondary education by 2020. GPRA 5
	2b: 55% of cohort students place into college-level math and English without need for remediation by 2020. GPRA 6
	2c: Increase the % of students who complete at least two postsecondary admissions applications by 2020. (Target to be set in Yr. 1)
	2d: Increase % of cohort (GU & former GU) students who will still be enrolled in postsecondary in 2021 & on track to graduate on time. GPRA 7. (Target to be set in Yr. 2)
	2e: 60% of GU cohort students will complete the Free Application for Federal Student Aid (FAFSA) by 2020. GPRA 8.
	2f: 85% of cohort students will be on track for graduation at the end of each grade. GPRA 9
Objective 3 (National): Increase educational expectations & knowledge of postsecondary options, preparation and financing among GU students and their families	3a. Increase % of cohort students who are on track to apply for college as measured by completion of SAT or ACT by 2019. GPRA 10. (Target to be set in Yr. 1)
	3b: Increase the % of parents of cohort students who have actively engaged in WVGU activities associated with assisting students in their academic preparation for college by 2020. GPRA 11. (Target to be set in Yr. 1)
	3c: 65 % of cohort students will complete at least two college site visits by 2020.
	3d: Increase the % of cohort students and % of parents who expect to earn a postsecondary education credential by 2020. (Target to be set in Yr. 1)
	3e: Increase the % of cohort students and % of parents who report speaking to someone from their school or GU about college entrance requirements (including college options and match) by 2020. (Target to be set in Yr. 1)
	3f: Increase the % of cohort students and % of parents who report speaking to someone from their school or GU about financial aid by 2020. (Target to be set in Yr. 1)
	3g: 50% of cohort students will complete at least one job site visit/activity by 2020.
Objective 4 (WV): Enhance GU educators' knowledge to improve student achievement & success in postsecondary education.	4a: With the support of educators, 100% of GU schools will participate in College Application and Exploration Week.
	4b: Increase % of GU school counselors who complete 2 financial aid training workshops by 2020. (Target to be set in Yr. 1)
	4c: Increase the % of GU educators who receive college access related PD including training on using the State's college access web portal, CFWV.com and on how to assist students in properly "matching" college choice based on their academic and personal abilities, needs and interests by 2020. (Target to be set in Yr. 1)

3.2.2 The proposed evaluation should take into consideration Table 3.2, which provides an overview of the minimum services to occur throughout the grant and are aligned with the aforementioned objectives and outcomes.

Minimum Project Services	Class of 2020 (Cohort) YEAR OF SERVICE	Priority Group	GU Objective / Outcomes service meets

	1	2	3	4	5	6	7	Annual Services	
Academic tutoring/support/workshops	X	X	X	X	X	X	X	X	1 - all; 2a, b, d, f; 3a, b
ACT/SAT Preparation			X	X	X	X		X	1e, f; 2a, b; 3a, d, e
Dual enrollment/AP opportunities				X	X	X		X	1e, g, h; 2a, b, d, f;
Credit recovery opportunities			X	X	X	X		X	1c, d, e, h; 2a, b, f
College access/success counseling, career exploration, financial literacy, & college match	X	X	X	X	X	X	X	X	1 – all; 2 – all; 3 – all
Professional mentoring, peer-to- peer and near-peer mentoring, and/or online e-mentoring	X	X	X	X	X	X	X		1 - all; 2 - all; 3a, b, d, e, f
Student/family events to meet goals (e.g. academic readiness, fin. literacy, college match).	X	X	X	X	X	X	X	X	1 - all; 2 - all; 3a, b, c, d, e, f
College site visits	X	X	X	X	X	X		X	2a, c, d; 3a, b, c, d, e, f
Job site visits		X	X	X					1c, d; 2a, b, f; 3b, d, e, g
College Application & Exploration Week	X	X	X	X	X	X		X	2a, c, d; 3a, b, c, d, e; 4a
FAFSA events & College Goal Sunday						X	X	X	2a, d, e; 3b, d, f
Fall Student Leadership Academy		X	X	X	X	X			1d, f, h; 2a, c, d, f; 3a, c, d
Summer Academic/College Prep Academy (GEAR UP U)		X	X	X	X	X			1c, d, e, f, g, h; 2 - all; 3a, b, c, d, e, f
Spring Career Academy			X	X	X	X			2a, b, d; 3c, d, e, g
Professional development activities, including statewide Student Success Summit	X	X	X	X	X	X	X	X	All
College Decision Day events						X		X	2a; 3b, d, f
Bridge/transition to college and retention programs including cell texting intervention.						X	X	X	2a, c, d, e; 3e, f
Issue 21st Century Scholar Certificates	X	X	X	X	X	X		X	1a, 2a, 3e, f
LEA grant progress meetings; LEA College Access & Success AB meetings; 5 SC meetings	X	X	X	X	X	X	X	X	All

3.2.3 In addition to assuring the aforementioned objectives are measured and reported appropriately during GEAR UP grant period, the evaluation framework must also engage in an evaluation process that grounded in research questions framed to address both project *implementation* (the quality and quantity of project activities and interventions) and *impact*—the degree to which project objectives and goals are achieved. To effectively support both formative and summative purposes, this research based evaluation must be responsive to changes in the project and its context. Table 3.3 provides an overview the grant proposals’ key research questions and data sources.

Questions	Analyses	Data Sources
<p>1. IMPLEMENTATION: To what extent are WVGU activities implemented as planned?</p> <p>1a. Does implementation of the project & its components adhere to the design?</p> <p>1b. What is the quality of project activities and outputs/outcomes?</p> <p>1c. How much exposure do students, parents, & schools staff have to project activities, & to what extent does participation vary within stakeholder groups?</p> <p>1d. What are participants’ & others’ responses to & engagement in activities?</p> <p>1e. What challenges or difficulties emerge during implementation, & how are they resolved by stakeholders?</p> <p>1f. To what extent are project services & activities appropriate for the needs of students, parents, and educators?</p>	Descriptive	School & LEA data; project/ activity/ participation records; student/ parent/ educator surveys; stakeholder interviews; other extant data

<p>2. OUTCOMES: To what extent are project objectives achieved? (<i>Project objectives in parentheses</i>)</p> <p>2a. To what degree do students exhibit increases in academic performance & preparation for postsecondary education? (<i>Obj. 1 - Increase the academic performance & preparation for postsecondary education for GU students.</i>)</p> <p>2b. To what degree do high school graduation and postsecondary participation rates improve within participating high schools? (<i>Obj. 2 - Increase the rate of HS graduation & participation in postsecondary education for GU students.</i>)</p> <p>2c. To what degree does students' and parents' knowledge of postsecondary education options, preparation, and financing increase? (<i>Obj. 3 - Increase educational expectations & knowledge of postsecondary options, preparation and financing among GU students and their families</i>)</p> <p>2d. To what extent is educators' knowledge developed to improve student achievement and success in postsecondary education? (<i>Obj. 4 - Enhance GU educators' know-ledge to improve student achievement & success in postsecondary education.</i>)</p> <p>2e. How does student preparation translate into success & persistence in college?</p> <p>2f. How are project interventions related to the achievement of objectives?</p> <p>2g. What factors (e.g., level of participation in GU activities, family support, educator experience) influence outcomes for each objective?</p>	<p>Descriptive; Compare w/ baseline (e.g., t tests, X2, RM ANOVA)</p> <p>Descriptive; Compare w/ baseline</p> <p>Descriptive, Regression (possible SEM)</p>	<p>School/LEA data; Student/parent surveys; Participation data; other extant data</p>
<p>3. IMPACT: To what extent does WVGU intervention impact academic, postsecondary and outcomes for participants relative to nonparticipants?</p> <p>3a. To what extent do GU participating students and schools experience different academic and postsecondary outcomes than their comparison peers (e.g., ACT performance, postsecondary enrollment)?</p> <p>3b. To what extent is GU participation associated with adequate or high levels of academic preparation & persistence through the first year of college?</p> <p>3c. To what extent are differential levels of participation in key activities (e.g., mentoring) associated with different postsecondary enrollment outcomes?</p> <p>3d. To what extent does participation in professional mentoring improve outcomes for participants relative to similar non-participants?</p> <p>3e. To what extent does participation in texting intervention affect enrollment and persistence patterns?</p>	<p>Compare across groups (ANOVA, regression)</p> <p>Compare across groups</p> <p>Multi-level modeling</p> <p>Compare groups</p>	<p>School/LEA data; Student/parent surveys; Participation data; other extant data</p>
<p>4. SUSTAINABILITY: To what degree is the WVGU model sustainable & transferable?</p> <p>4a. Which project elements appear to be sustainable beyond the project?</p> <p>4b. How are local stakeholders involved in planning for sustainability?</p> <p>4c. To what extent can the WVGU model be replicated in other settings (e.g., other districts in West Virginia or other states)?</p> <p>4d. To what extent is the WVGU evaluation model appropriate for other programs or contexts?</p>	<p>Descriptive; Compare to national practices</p> <p>Descriptive; Peer expert review</p>	<p>Project/Activity/participation records; Student/parent/personnel surveys; Stakeholder interviews</p>
<p><i>Note.</i> RM ANOVA = repeated measures ANOVA; SEM = structural equation modeling (for causal modeling)</p>		

3.2.4 Data collection methods should be tailored to support implementation and impact perspectives, in line with: attributes of activities and interventions; specific project measures associated with defined objectives.

3.2.5 The successful evaluator will also work with the GEAR UP staff to establish baseline data and annual benchmarks to be measured. These baseline data and benchmarks must be established no later than March 1, 2015. These baseline data and benchmarks must align with the required GEAR UP APR. Required baseline surveys of students and parents must be completed in December 2015. Student response rates must be at least 80% and parent response rates must be at least

50%. Table 3.4 details the grant’s survey schedule.

Table 3.2.4. Student and Parent Survey Schedule							
Class of	School Year						
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
2015 Students	12 th grade priority						
2016 Students							
2017 Students			12 th grade priority				
2018 Students							
2019 Students & Parents	8 th grade comparison group		10 th grade comparison group		12 th grade priority	College freshmen priority	
2020 Students & Parents	Cohort 7 th grade	Cohort 8 th grade	Cohort 9 th grade	Cohort 10 th grade	Cohort 11 th grade	Cohort 12 th grade	Cohort College freshmen
2021 Students & Parents			8 th grade comparison group		10 th grade comparison group		12 th grade priority
	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7

3.2.6 The successful evaluator will also provide or sub-contract a “ready to use” secure Web-based data warehouse to import data from primary (e.g., surveys, focus groups, etc.) and secondary (e.g., APR required data elements such as student tutoring contact hours, student academic achievement data, etc) sources, organized to allow cross-referencing by project goal and objective or by national evaluation indicator number. The Commission prefers that the data be linked to the National Student Clearinghouse. The evaluator or sub-contractor will provide appropriate training to GEAR UP staff in data entry if necessary. All data stored within the data warehouse will remain the property of the West Virginia Higher Education Policy Commission and must be transferred annually in a format that can be utilized should the Commission choose to conduct additional research studies. To learn more about WV GEAR UP’s current data web-portal, please visit: <https://gearup.xcaliburscribe.com/SCRIBE/SCRIBEInfo.aspx>

3.2.7 The evaluation team’s data that is not included in the APR must be reported in bi-annual progress reports to provide timely feedback to project, district, and school staff and stakeholders. These must include (a) descriptions of methods; (b) summaries of implementation data; (c) summaries of outcome data; (d) discussions of policies and practices; and (e) recommendations for adjustments to the project and school/district systems. All data collected by the external evaluator will remain the property of the West Virginia Higher Education Policy Commission and all data must be transferred annually electronically in a format that can be utilized should the Commission choose to conduct additional research studies.

- 3.2.8 The evaluation team is expected to significantly assist in preparing the Federal Annual APR which is due, annually on April 15th. See Appendix 2.
- 3.2.9 To foster collaboration and evaluation relevance, the vendor evaluation team must hold quarterly face-to-face meetings with WV GEAR UP project staff and key stakeholders, including the WV Department of Education to manage the evaluation and communicated periodic data summaries, as appropriate.
- 3.2.10 Data collection methods (i.e. surveys, interview protocols) developed for the purpose of conducting this evaluation will be retained as property of the West Virginia Higher Education Policy Commission.
- 3.2.11 The public schools to receive direct GEAR UP services and the total number of students are included in Appendix 3 of this form.

Section 4: Proposal Content and Evaluation

- 4.1 A proposal response to this RFP should contain four components as outlined below. Please note that proposals will be scored on each of the sections (excluding the *conflicts* section) with a maximum possible amount of points being 100. This proposal must not exceed 40 double-spaced pages using Times New Roman, 12 point font. Charts and tables may be single-spaced.
- 4.1.1 Conflicts (0 points)
- Affirm that you or your firm and all individuals who will be assigned to this evaluation are free from obligations and interests that might conflict with the West Virginia Higher Education Policy Commission, the State of West Virginia, and the US Department of Education.
 - Disclose any information about you or your firm which presently or in the future could impair you or your firm's ability to provide the level of services outlined in the RFP.
- 4.1.2 A 7-year (November 15, 2014 - September 30, 2021) evaluation/research plan that is clear, grounded in research, addresses the services required as outlined in Section 3 of this RFP and addresses each of the following: (50 points maximum)
- A rationale addressing evaluation of project services that is grounded in research principles and methodologies
 - Data collection procedures (including Institutional Review Board practices. Please note that the WV GEAR UP strongly prefers that the external evaluator to utilize an "opt-out" student/parent consent for this evaluation project.)
 - Measures and variables
 - Data analysis procedures

- Indication of how measures and analysis related to project services
- A detailed timeline (that includes monthly benchmarks) for conducting and completing the evaluation project
- Description and dates of deliverables throughout the evaluation process
- Description of secure web-based data warehouse and appropriate training for users

4.1.3 Provide a description of the experience and qualifications of the principal investigator and other investigators. (20 points maximum)

4.1.4 Provide a 7-year fee proposal (both chart and detailed narrative) that addresses costs such as, but not limited to: (30 points maximum)

- Salaries/wages
- Employee benefits
- Travel
- Materials and supplies
- Consultants and contracts
- Other
- Indirect costs (may not exceed 8% on eligible expenses).
- Cost-share/match (WV GEAR UP requires that its external evaluator provide some form of cost-share/match)

Please note that the annual external evaluation contract must not exceed \$255,000 or 8.5% of the annual \$3 million dollar grant. This includes indirect costs.

4.2 **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.

4.3 **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.

4.4 **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.** The contract, which is contingent upon continued funding from the US Federal Government and annual satisfactory performance as required is renewable and is anticipated to begin by November 15, 2014 and extend through September 30, 2015. The contact may be renewed for Years 2, 3, 4, 5, 6, & 7 of the grant with written consent of the parties. The Commission will enter into one evaluation contract for all of the services identified in Section 2.
- 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)
- 7.3 **Appendices.** The following Appendices as referenced in this RFP are a binding part of this RFP and attached to the RFP:
- Appendix 1 – WV GEAR UP Grant Narrative, Abridged Version

- Appendix 2 – GEAR UP Annual Performance Report Form
- Appendix 3 – List of GEAR UP Schools