

Bruce L. Berry, M.D.
Chair



Paul L. Hill, Ph.D.
Chancellor

Leading the Way:

Access. Success. Impact.

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 WVEPSCoR RII EXTERNAL EVALUATION

RFP NUMBER 15190

Table of Contents

Section 1	General Information.....	2
Section 2	Eligibility Requirements	4
Section 3	Project and Services Required	4
Section 4	Proposal Instructions, Content and Evaluation	6
Section 5	Other Requirements	7
Section 6	General Terms and Conditions	8
Section 7	Other Information	9

Appendices

Appendix 1

Exhibits

- Exhibit A – Instruction to Bidders
- Exhibit B – Terms & Conditions
- Exhibit C – Agreement Addendum (WV-96)
- Exhibit D – Purchasing No Debt Affidavit
- Exhibit E – Vendor Registration and Disclosure Form (WV-1A)
- Exhibit F – Request for Taxpayer Identification (W-9)

Questions will be received until 5:00PM, EST, May 8 , 2015
Proposals will be received until 3:00PM, EST, May 20 , 2015

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

REQUEST FOR PROPOSALS FOR WVEPSCoR RII EXTERNAL EVALUATION

Section 1: General Information

1.1 Purpose. The West Virginia Higher Education Policy Commission (WVHEPC) is soliciting bids for an External Evaluator for WVEPSCoR.

1.2 Schedule of Events.

Release of RFP: April 22, 2015
Question Deadline: 5:00 PM EST, May 8, 2105
Addendum/Response to Questions: May 13, 2015
Proposal Due Date: 3:00 PM EST, May 20, 2015

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.

Only written information, interpretations and instructions issued by the Director of Procurement will be considered official. Bidders shall not rely on oral interpretations, information and instructions.

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.

<http://www.wvhepc.edu/resources/purchasing-and-finance/>

1.5 Questions and Answers. Questions concerning this RFP will be received in writing (via email is acceptable) by the Director of Procurement until the deadline identified above. Only questions or requests for information received by the Director in writing will be considered official and receive a written response. Any/all questions 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 15185 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 three (3) 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, May 20, 2015:

Director of Procurement
RFP 15190
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:

Director of Procurement, WVHEPC
RFP # 15190
Bid Due Date: May 20, 2015

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 her 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 are 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 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.

2.2 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 Introduction

3.1.1 West Virginia Higher Education Policy Commission (WVHEPC) has been awarded \$20 million in federal funding for a five-year program to build research infrastructure primarily at three higher education institutions. The RII plan for FY 2015-2020 builds on existing science and technology (S&T) capabilities. It will enable innovative research, CI, and education and workforce development programs focused on **gravitational wave astronomy and Appalachian freshwater research**. This interdisciplinary, multi-institutional effort is led by West Virginia University (WVU), Marshall University (MU), and West Virginia State University (WVSU). Also engaged are the state's Predominantly Undergraduate Institutions (PUIs).

3.1.2 WVEPSCoR RII grant is comprised of a Research Program, Diversity Plan, Workforce Development Plan, Partnerships and Collaboration, Communication and Dissemination, Evaluation and Assessment Plan, Sustainability Plan (which includes Education and Human Resources Development), and Management Plan.

3.1.3 The RII program includes projects to increase the competitiveness of scientists at West Virginia institutions of higher education, increase diversity, strengthen the tech-based workforce, improve tech-based teaching and learning among others.

3.1.4 The contract is renewable and will begin in August 2015 and extend through July 2020. The Commission will enter into one evaluation contract for all of the services identified in Section 2.

Section 3.2 Eligibility Requirements.

3.2.1 In order to assure the integrity of the evaluation and unbiased commentary, no employees of the West Virginia Higher Education Policy Commission or any West Virginia institution of higher education will be considered.

3.2.2 The evaluator must have extensive knowledge of research principles and methodologies as well as experience with data collection and analysis.

3.2.3 The evaluator must have experience in evaluating large grants with multiple, diverse objectives and with National Science Foundation grants and their requirements.

Section 3.3 Services Required.

3.3.1 The external evaluator shall develop a detailed evaluation plan for the WVEPSCoR RII grant. The evaluation plan will be developed with input from the leadership of the grant. The external evaluator will establish a framework or model to evaluate the impact of the project consistent with the project narrative and representative project evaluation and metrics which are included in Appendix 1. The evaluator is expected to complete a formative and summative evaluation using qualitative and quantitative indicators. Evaluations methods should be consistent with methodological strategies described in NSF's User-Friendly Handbook for Project Evaluation.

3.3.2 Success in the RII program will be measured through a variety of mechanisms all nucleated around a comprehensive evaluation and assessment plan utilizing qualitative and quantitative approaches to provide both formative feedback and summative assessment. Process use (self-assessment, collective knowledge generation and collaborative action) will encompass institutional perspectives and will create a learning process for the management team that will help build capacity, sustainability and institutionalization. The management team will be actively engaged in identifying the information needed to make decisions, and in interpreting and using the evaluative data. The management team will respond to external evaluation focusing on how recommendations will be incorporated into practice along with a timeframe for the appropriate actions. Evaluation findings will be used by the project's management team to inform processes and practices, decrease barriers to research competitiveness and develop strength for the formation of intra/inter-jurisdiction collaborations to address scientific issues of regional relevance and national importance.

3.3.3 The external evaluator shall develop the detailed evaluation plan no later than 30 September 2015.

3.3.4 The external evaluator shall collect and analyze the necessary data to meet the needs of the evaluation plan.

3.3.5 The external evaluator shall provide quarterly progress reports to the Executive Leadership Team (ELT) of the grant and meet with them in person at least annually and by teleconference at quarterly ELT meetings.

3.3.6 Annual evaluation reports must contain recommendations for enhancing the program and be provided to the Principal Investigator (P.I.) of the grant and to the ELT.

3.3.7 At the conclusion of the 5-year grant, a summative evaluation report must include the degree to which the program was successful in achieving its aims and be provided to the P.I. and the ELT.

Section 4: Proposal Instructions, Content and Evaluation

4.1 Proposals should be prepared following the order and numbering sequence of this RFP.

4.2 Proposals should be on 8.5" X 11" paper and bound in a three ring loose-leaf binder. The proposal must not exceed 15 pages in an NSF-approved font. Additional material may be submitted separately as exhibits and may be included in the same binder following the main proposal. The proposals and exhibits must be reproducible.

4.3 Bidder should submit an original and three (3) copies of the proposal. Also, submit one complete PDF copy of the proposal, including exhibits, on a thumb drive. The PDF copy should be organized and formatted exactly like the paper original.

4.4 A proposal in 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. The proposal must not exceed 15 pages in an NSF-approved font.

4.4.1 Conflicts

- 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 National Science Foundation.
- Disclose any information about you or your firm with presently or in the future could impair you or your firm's ability to provide the level of services outlined in the RFP.

4.4.2 A 5-year evaluation plan proposal that addresses the services in Section 3 and each of the following (50 points maximum):

- A rationale for the evaluation framework proposed
- Data collection procedures
- Data analysis procedures
- Description and dates of deliverables throughout the evaluation.

4.4.3 Provide a description of the experience and qualifications of the principal evaluator and any other evaluators. Please note that the successful vendor must also be a registered vendor with the Purchasing Divisions, West Virginia Department of Administration, and have a valid vendor number. Furthermore, vendor must have a current W-9 Request for Taxpayer Identification Number Form on file with the Finance Division, Financial Accounting and Reporting Section, WV Department of Administration, and have a valid vendor number. These vendor numbers must be included in this section (20 points maximum).

4.4.4 Provide a fee and expense proposal broken down by fiscal year and tied to each major deliverable identified in your evaluation plan (30 points maximum). Costs may include, but are not limited to:

- Salaries, wages and benefits
- Consultant fees
- External contracts
- Travel
- Equipment
- Printing
- Indirect costs

- Other

4.5 Addendum Acknowledgement: The vendor should acknowledge knowledge and acceptance of any Addendum released prior to bid opening.

4.6 Appendices: All Appendices become a binding part of the contract issued as a result of this RFP.

4.5 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.

4.6 The State's Agreement Addendum (Exhibit C) 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.

4.7 West Virginia State Code § 5A-3-10a requires all vendors to submit an affidavit regarding any debt owed to the State. The Affidavit (Exhibit D) must be completed, signed and returned with the Bidder's proposal.

4.8 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 E) 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 F) 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 Vendor's response will be incorporated into the contract by reference. The order of precedence is the contract, the RFP, Appendices and any addendum, and the Vendor's proposal in response to the RFP.

6.2 Contractor Relationship. The relationship of the Vendor 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 Vendor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents.

(a) The Vendor shall be exclusively responsible for selecting, supervising, and compensating all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor nor any employees or contractors of the Vendor may be deemed to be employees of WVHEPC for any purpose whatsoever.

6.3 Handling of Confidential Information and PII. The Vendor 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 Vendor.

6.4 Compliance with Laws and Regulations. The Vendor agrees to comply with the Civil Rights Act of 1964 and all other applicable federal, state, and local laws, ordinances, and regulations.

6.5 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, Vendor may terminate the contract for any reason upon giving WVHEPC ninety (90) days written notice. Notice by the Vendor of intent to terminate will not relieve the Vendor of the obligation to continue providing services pursuant to the terms of the contract.

6.6 Invoices. The Vendor shall submit invoices, in arrears, at the address listed on the approved Purchase Order. 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.

6.7 Contract Changes. If changes in the original contract become necessary, WVHEPC and the Vendor will negotiate the acceptable changes. WVHEPC will create a formal contract change order and notify the Vendor in writing.

6.8 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 Vendor 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.

6.9 Contract Termination – Other Reasons. WVHEPC may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities.

6.10 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 – Instruction to Bidders
- Exhibit B – Terms & Conditions
- Exhibit C – Agreement Addendum (Form WV-96)
- Exhibit D – Purchasing No Debt Affidavit
- Exhibit E – Vendor Registration and Disclosure Form (WV-1A)
- Exhibit F – Request for Taxpayer Identification (W-9)