

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

RFP NO. 16143

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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 February 3, 2016
Proposals will be received until February 24, 2016

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

REQUEST FOR PROPOSALS FOR INDEPENDENT REVIEW SERVICES

Section 1: General Information

1. 1.1 **Purpose.** The West Virginia Higher Education Policy Commission (Commission) provides system level oversight and support to postsecondary academic institutions in the state. The Commission further provides policy direction and initiatives that support an array of institutional, academic research and economic development programs. The Commission seeks a vendor to provide net price calculators to institutions of higher education under the Commission and for those under the Council for Community and Technical College Education (Council) that will meet the requirements of the Higher Education Opportunity Act.

1.2 **Schedule of Events.**

Release of RFP: January 20, 2016
Question Deadline: February 3, 2016
Addendum/Response to Questions: February 10, 2016
Proposal Due Date: February 24, 2016
Target Award Date: April 1, 2016

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 Director of Procurement until the deadline identified above. Only written questions received by the Director will be considered official.

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 16143** 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 one (1) copy (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 Date February 24, 2016 3:00 PM EST:

Director of Procurement
RFP 16143
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:	Net Price Calculators
RFP #	16143
Bid Due Date:	February 24, 2016

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 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 **Ineligible Bidders.** Current employees of WVHEPC, the ten community and technical colleges that make up the consortium (see Section 3.2.2), 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 Background Information

In 2008, Congress enacted new rules that require all colleges and universities that accept federal support to place "net price calculators" on their website. The calculators required by the Higher Education Opportunity Act (HEOA) should "help current and prospective students, families and other consumers estimate the individual net price of an institution of higher education for a student. The calculator shall be developed in a manner that enables current and prospective students, families and consumers to determine an estimate of a current or prospective student's individual net price at a particular institution." (P.L. 110-315, sec. 132 (h) (1)).

This RFP is the instrument the Commission is utilizing to provide the needed net price calculators.

The current net price calculator contract is with Cegment and will expire May 31, 2016. This RFP will be awarded by April 1, 2016 which will provide the institutions with the proper amount of lead time to work with the new vendor so that the new net price calculators can go live on June 1, 2016. This will ensure that there is no disruption of

service between the old contract and the new contract. It will also allow the institutions to remain in compliance with the Higher Education Act.

3.2 **Scope of Work**

3.2.1 The Commission is seeking proposals from experienced vendors to assist in providing an affordable, yet robust, customized net price calculator (NPC) for each of the Commission institutions, Council institutions and other independent not-for-profit institutions of higher education located in West Virginia if they wish to participate in this contract.

3.2.2 The institutions included in the RFP are as follows:

1. Commission institutions:
 - Bluefield State College
 - Concord University
 - Fairmont State University
 - Glenville State College
 - Marshall University
 - Shepherd University
 - West Liberty University
 - West Virginia School of Osteopathic Medicine
 - West Virginia State University
 - West Virginia University Institute of Technology, a division of WVU

2. Council institutions:
 - Blue Ridge Community and Technical College
 - Bridge Valley Community and Technical College
 - Eastern WV Community and Technical College
 - Mountwest Community and Technical College
 - New River Community and Technical College
 - Pierpont Community and Technical College
 - Southern WV Community and Technical College
 - WV Northern Community College
 - WVU at Parkersburg

3. The independent not-for-profit institutions are also eligible to use this contract if they wish to do so.

3.3 **Mandatory Requirements**

The vendor, shall, at a minimum, provide the following:

3.3.1 Provide a NPC that meets all requirements of the HEOA.

3.3.2 Provide all services to design, develop and install a customizable West Virginia version of an NPC that can be updated annually (or more often if necessary as determined by the institution) for the institutions listed above that wish to take advantage of this agreement.

3.3.3 The NPC shall take into account and include all financial aid available at the institution, system and state level. These include, but are not limited to:

- PROMISE Scholarship
- Higher Education Grant
- Federal Programs
- Institutional Financial Aid

3.3.3.1 The PROMISE Scholarship is a merit-based state scholarship program that requires high school seniors to have a 3.0 overall and core cumulative high school grade point average and reach a minimum composite score and a minimum sub-score in each section of either the ACT or SAT in order to qualify for \$4,750 for tuition and fees, whichever is less.

3.3.3.2 The Higher Education Grant program is a need-based state grant program that requires students to file the FAFSA by April 15 and have an EFC under 10,000 to be eligible for \$2,600 for Pell eligible students and \$2,200 for those with an EFC above Pell eligibility up to a 10,000 EFC.

3.3.4 The NPC must be compatible with multiple internet browsers and mobile devices.

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 twenty-five (25) pages printed on 8 ½ by 11 paper and bound in a three ring loos-leaf binder. 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 xeroxigraphically reproducible.

Vendor is requested to submit an original bid and one copy of the proposal. Also, vendor is to include an electronic copy of the bid, including all exhibits on either a CD or thumb drive.

4.3 **Proposal Content.** The proposal should contain the following:

4.3.1 Product description and demonstration.

- 4.3.2 Certification that the vendor understands all financial aid available at the institution, system and state level as described in Section 3.3.3.
- 4.3.3 Certification that the product is compatible with the major internet browsers and mobile devices. Vendor should clearly identify what browsers and devices are compatible.
- 4.3.4 The terms and conditions of the service agreement that the Commission would be expected to sign; however, the exhibits included with this RFP identify the Commission's applicable terms and conditions.
- 4.3.5 A clear detail of vendor obligations in regard to updates along with responsibilities of individual institutions.
- 4.3.6 A list of five references, including contact information, for other public institutions that use your product.
- 4.3.7 Include an outline of the technology and electronic services that will be used to provide services to the Commission, Council and independent not-for-profit institutions outlining minimum system requirements used to run the application.
- 4.3.8 Include a statement which discusses how the organization will assure the privacy and confidentiality of all student and parent information.
- 4.3.8.1 The proposal must ensure that data collected will reside with the individual institution and shall not be sold, traded or transferred to any other entity.
- 4.3.8.2 The product may not solicit for any for-profit entity including, but not limited to, companies offering fee based financial aid or student loan services.
- 4.3.9 A list of all third parties or subcontractors that would be relied upon or incorporated into this relationship and their respective roles.
- 4.3.10 A timeline for implementation of the NPC at each Commission and Council institution.
- 4.3.11 Describe the features of your NPC that are focused on ensuring a positive user experience and accurate data entry.
- 4.3.12 Describe the level of effort required from institutional admissions/enrollment management, financial aid and information technology resources to implement your NPC.
- 4.3.13 Describe the reporting functionality.

4.3.14 A listing of product pricing including development, setup and annual licensing or maintenance fees.

Section 5: Evaluation

5.1 Proposals will be evaluated by a committee of Commission staff and members of the West Virginia Higher Education Student Financial Aid Advisory Board in accordance with the higher education purchasing rules and regulations, based on the criteria and point system below:

5.1.1 The vendor must provide a description of the firm's experience in developing NPCs for system level engagements and at the institutional level. Provide a description of the experience and qualifications of the project managers and other critical staff. Include an estimation of the amount of time each of these individuals will devote to the project. The individuals listed as staff for this project should be identified as full-time or part time employees of the vendor, contractor or sub-contractor. (A maximum of 25 points will be awarded by the evaluation committee for this information.)

5.1.2 How well the proposal addresses the items listed in Section 4.3. (A maximum of 25 points will be awarded by the evaluation committee for this information.)

5.1.3 A detailed timeline for the project. (A maximum of 20 points will be awarded by the evaluation committee for this information.)

5.1.4 A detailed project budget that addresses costs such as, but not limited to, the major components of the project as described above, a detailed sustainability plan and budget that identifies the expected maintenance and licensing costs as well as the number and type of staff who will be needed to sustain the operation of the system over time on an annual basis. (A maximum of 30 points will be awarded by the evaluation committee for this information.)

5.2 Evaluations will be based on overall services, qualifications and costs. Award will be made to the vendor scoring the highest amount of points, not necessarily the lowest cost bidder.

Section 6: Other

6.1 **Proposal Submission.** By submitting a proposal in response to the RFP, the vendor shall be deemed to have accepted all the terms, conditions and requirements set forth herein unless otherwise clearly noted and explained in writing. Any exceptions or additional terms and conditions a firm wishes to offer for consideration must be clearly itemized and explained in a separate section of the proposal. Otherwise, the RFP in total shall be incorporated into the contract by reference.

6.2 **Agreement Addendum.** The State's Agreement Addendum WV-96 (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. Any modification or conflicting

terms to the Agreement Addendum requires approval of the West Virginia Attorney General's Office.

- 6.3 **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.
- 6.4 **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.
- 6.5 **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. A Vendor Registration and Disclosure Statement is attached (Exhibit C).
- 6.6 **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.
- 6.7 **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.
- 6.8 **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 7: General Terms and Conditions

- 7.1 **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.
- 7.2 **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.

7.3 **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.

7.4 **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.

7.5 **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.

7.6 **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.

- 7.7 **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.
- 7.8 **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.
- 7.9 **Invoices.** 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.
- 7.10 **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.**
- 7.11 **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.

- 7.12 **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.
- 7.13 **Governing Law.** This contract shall be governed by the laws of the State of West Virginia.
- 7.14 **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.
- 7.15 **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)