



WEST VIRGINIA COMMUNITY AND TECHNICAL COLLEGE SYSTEM

**REQUEST FOR PROPOSALS (RFP) FOR SERVICE PROVIDERS TO ASSIST THE
WEST VIRGINIA COMMUNITY AND TECHNICAL COLLEGE SYSTEM
AND AFFILIATED HIGHER EDUCATION INSTITUTIONS WITH
BRIDGING THE GAP AND OTHER PROJECTS ON AN AS-NEEDED BASIS**

RFP NO. 15099

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(IRS Form W-9)

Questions will be received until November 17, 2014 at 5:00 PM Eastern Time.

Proposals will be received until December 10, 2014 at 3:00 PM Eastern Time.

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WEST VIRGINIA COMMUNITY AND TECHNICAL COLLEGE SYSTEM AND
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Section 1: General Information

- 1.1 **Purpose.** The purpose of this RFP for service providers is to allow the West Virginia Community and Technical College System (“WVCTCS”) and affiliated higher education institutions to retain various types of organizations and individuals in a wide variety of capacities and specializations on an as-needed basis to perform work to support a U.S. Department of Labor (“USDOL”) Trade Adjustment Assistance Community College and Career Training (“TAACCCT”) grant and other system and institution projects. Many of the projects will require short-term time commitments (e.g., one (1) to eight (8) weeks at a time) and may be paid hourly or by project depending on the terms of any open-end contract awarded. Importantly, an open-end contract award provides no guarantee that the vendor will be retained to perform work, nor does it require the vendor to undertake a specific project if the terms and conditions for the proposed work are unsatisfactory to the vendor (e.g., the vendor is unavailable to perform the work when needed). Any open-end contract issued will be for up to one (1) year, but may be renewed for up to (4) additional years if the parties agree.
- 1.2 **Participating Institutions.** In addition to WVCTCS, the following higher education institutions (hereafter “CTCs”) will be able to acquire services pursuant to open-end contracts awarded as a result of this RFP:
- Blue Ridge Community and Technical College
 - BridgeValley Community and Technical College
 - Eastern West Virginia Community and Technical College
 - Mountwest Community and Technical College
 - New River Community and Technical College
 - Pierpont Community and Technical College
 - Southern West Virginia Community and Technical College
 - West Virginia Northern Community College
 - West Virginia University at Parkersburg
- 1.3 **Schedule of Events.**
- | | |
|---|----------------------------------|
| Release of RFP: | October 27, 2014 |
| Question Deadline: | November 17, 2014, at 5:00 PM ET |
| Addendum/Response to Questions (projected): | November 25, 2014 |
| Proposal Due Date: | December 10, 2014 at 3:00 PM ET |
| Target Award Date (projected): | January 9, 2015 |

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

Richard Donovan, Chief Procurement Officer
Community and Technical College System of West Virginia
1018 Kanawha Boulevard East, Suite 700
Charleston, WV 25301
Phone: 304.558.0227 Ext. 212
Fax: 304.558.0259
Email: donovan@hepc.wvnet.edu

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

- 1.5 **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/>

- 1.6 **Questions and Answers.** Questions concerning this RFP will be received in writing (via email is preferred) by the point of contact until the deadline identified above. Questions should be submitted in the body of the email or in an attached MS Word document. Questions, if any, will be answered by addendum and posted to the purchasing webpage identified above. It is the potential proposer's responsibility to check the purchasing webpage for current information regarding this RFP. A proposer will be deemed responsible for all posted information.

- 1.7 **Proposal Submission.** Please deliver an original paper proposal and a complete PDF copy on a flash drive or compact disk (CD) in a sealed opaque envelope or package to the following address on or before **3:00 PM Eastern Time, December 10, 2014 to:**

Chief Procurement Officer
RFP 15099
West Virginia Community and Technical College System
1018 Kanawha Boulevard East, Suite 700
Charleston, WV 25301

Proposers are encouraged to submit stapled proposals with no special binding. The proposal should clearly identify the entity (firm or person) submitting the proposal, a contact name, title, email address, telephone number and mailing address on the cover page.

- 1.8 **Interviews.** Discussions and interviews may be held with proposers under final consideration prior to making a selection for award; however, proposals may be accepted without such discussions or interviews.
- 1.9 **Oral Statements and Commitments.** Any oral representations made or assumed to be made during discussions held between the proposer's representatives and WVCTCS

personnel are not binding. Only the information issued in writing and added to the RFP specifications by an official written addendum are binding.

- 1.10 **Rejection of Proposals.** WVCTCS shall select the best value solutions according to the evaluation criteria. However, the Chief Procurement Officer reserves the right to accept or reject any or all proposals, in part or in whole, at his discretion. The Chief Procurement Officer reserves the right to withdraw this RFP at any time and for any reason. Submission of, or receipt of a proposal by the Chief Procurement Officer confers no rights upon the proposer nor obligates WVCTCS in any manner.
- 1.11 **Pricing.** A proposal will not be considered for award if the price in the proposal is 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 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.
- 1.12 **Proposal Preparation Costs.** Neither WVCTCS nor any of its employees or officers shall be held liable for any expenses incurred by any proposer responding to this RFP, including expenses to prepare or deliver the proposal or attend any oral presentation or interview.

Section 2: Eligibility Requirements

- 2.1 **Qualifications.** The service provider must have sufficient knowledge and experience to perform at least one (1) applicable service identified in Section 3.3 of this RFP, including providing two (2) examples where s/he provided the applicable service. A service provider may be deemed by evaluators to be qualified to provide a subset of the applicable service (e.g., to provide course/curriculum development services, but not to create a simulation or to provide survey research services, but not focus group research services).
- 2.2 **Ineligible Proposers.** Current employees of WVCTCS, the nine (9) community and technical colleges identified in Section 1.2 of this RFP, the West Virginia Higher Education Policy Commission (WVHEPC), and the West Virginia Network for Educational Telecomputing (WVNET), as individuals or employees or contractors of other organizations, are ineligible to submit a proposal. WVHEPC, WVNET, and West Virginia higher education institutions not listed in Section 1.2 of this RFP, as well as any associated research corporations, however, may submit a proposal to perform services identified herein.
- 2.3 **Participation.** WVCTCS encourages participation by Historically Black Colleges and Universities and other minority institutions, as well as small businesses owned and controlled by women and socially and economically disadvantaged individuals.

Section 3: Project and Services

- 3.1 **Grant Project.** Although not the sole focus of this RFP, the impetus behind its development and release is a \$25 million USDOL TAACCCT grant project called Bridging the Gap, which seeks to strengthen technical programs and outcomes for students pursuing credentials appropriate to jobs in four target industries: (1) energy; (2) advanced manufacturing and mechatronics; (3) information technology; and (4) construction. The credentials awarded will include: (1) certifications; (2) skill set certificates; (3) certificate degrees; and (4) associate's degrees. WVCTCS and all institutions identified in Section 1.2 of this RFP participate in the Bridging the Gap initiative.

The Bridging the Gap project seeks to (1) establish a culture of continuous improvement across consortium institutions; (2) develop and implement enhanced and accelerated sector-driven career pathways; (3) strengthen contextualized, online, blended, and remote academic instruction; and (4) implement expanded and individualized student support strategies.

Key components of the continuous improvement initiative include: (1) implementing formative and summative evaluation of this project; (2) developing and implementing a system-wide employment scorecard; (3) developing and implementing a sustainability plan; and (4) implementing agile/lean project management practices.

Key components of the career pathways initiative include: (1) transforming advanced manufacturing, energy, information technology, and construction-related career pathways; (2) strengthening industry sector partnerships; (3) aligning career pathways and credentialing systems with national standards, employer needs, and other education providers; (4) strengthening prior learning assessment; (5) adjusting program schedules to accelerate credential attainment and promote efficiencies; (6) strengthening developmental education; and (7) strengthening technical program credit transfer and articulation.

Key components of the academic instruction initiative include: (1) implementing contextualized gateway and bridge courses; (2) expanding work-based training; (3) implementing capstone course simulations; and (4) expanding online, blended, and remote technical program offerings and courses.

Key components of the student support strategies initiative include: (1) implementing the BEACON peer coaching and counseling student support model; (2) strengthening student recruitment; (3) implementing data analytics; and (4) implementing a comprehensive job placement system.

- 3.2 **Service Provider Roles.** In broad terms, service providers will support WVCTCS and CTC projects. In many cases, service providers will work with WVCTCS and/or CTCs in cross-functional teams to complete projects or mini-projects over relatively short periods of time. A person who specializes in mechatronics curriculum development, for instance, may work with a person who specializes in simulation development and a person who specializes in web-based course development to design an online capstone experience for mechatronics students over a three-week period.

3.3 **Categories of Service Providers Needed.** The following is a list of service providers WVCTCS and CTCs expect to utilize over the next several years. The examples of work provided below are just that – examples of work a service provider is most likely to be asked to perform. WVCTCS and CTC projects will change as work is performed, and the scope of work within these general categories of services are likely to be adjusted accordingly.

3.3.1 **Employer/Sector Partnership Service Providers.** Service providers will assist WVCTCS and CTCs to strengthen employer and industry sector partnerships. Examples of work a service provider may perform include: (1) training and coaching administrators, faculty, and staff on strengthening employer and industry sector partnerships; and/or (2) assisting WVCTCS and CTCs to develop and expand employer and industry sector partnerships; and/or (3) organizing and facilitating meetings between employers, state agencies, higher education faculty and staff, and other partners in economic development activities.

3.3.2 **Program Alignment Service Providers:** Service providers will assist WVCTCS and CTCs to align technical program career pathways and credentialing systems with national standards, regional employer needs, and the offerings of other education providers. Examples of work a service provider may perform include: (1) aligning a program with nationally-recognized career pathways and credentialing systems; (2) aligning a community and technical college program with a K-12 program, apprenticeship, another two-year, or four-year institution program; (3) developing or refining a career pathway that allows students to earn stackable credentials; (4) developing or refining latticed career pathways; and/or (5) reviewing programs of study for alignment.

3.3.3 **Program Efficiency Service Providers:** Service providers will assist WVCTCS and CTCs to design and offer programs, courses, and class schedules to maximize institutional efficiency. Examples of work a service provider may perform include: (1) assessing and making recommendations concerning effective utilization of faculty and staff; (2) assessing and making recommendations concerning effective classroom and laboratory space utilization; and/or (3) assessing and making recommendations for programmatic, student services, and/or administrative efficiencies.

3.3.4 **Transfer/Articulation Service Providers:** Service providers will assist WVCTCS and CTCs to develop additional credit transfer and articulation agreements. Examples of work a service provider may perform include: (1) identifying transfer and articulation opportunities; (2) facilitating negotiations; and/or (3) drafting agreements between institutions.

3.3.5 **DACUM (Developing A Curriculum) Service Providers:** Service providers will assist WVCTCS and CTCs by facilitating occupational analyses using the DACUM method of competency mapping. Examples of work a service provider may perform include: (1) recruiting appropriate individuals to participate in DACUMs; (2) facilitating DACUMs, including identifying duties and tasks and general knowledge, skills, etc. required of successful workers, and/or (3) serving as a DACUM recorder.

- 3.3.6 **Technical Program Advisors:** Advisors will assist WVCTCS and CTCs by sharing knowledge and facilitating communication with employers and employees in industries supported by CTC technical programs. Examples of work an advisor may perform include: (1) assisting the WVCTCS Chancellor, CTC Presidents, and technical program, workforce, and other education professionals in preparing for and participating in meetings with employers and employees; (2) communicating with employees about the work they perform and sharing that information with technical program and other education professionals; and (3) participating in DACUMs.
- 3.3.7 **Course/Curriculum Development Service Providers:** Service providers will assist WVCTCS and CTCs to develop and refine specific courses and curricula. Examples of work a service provider may perform include: (1) developing new courses and curricula; (2) updating existing courses and curricula; (3) modularizing courses and curricula; (4) developing simulations; and/or (5) converting traditional courses and curricula to web-based and/or blended courses and curricula and/or courses and curricula that can be offered remotely.
- 3.3.8 **Developmental Education Service Providers:** Service providers will assist WVCTCS and CTCs to implement best developmental education practices. Examples of work a service provider may perform include: (1) facilitating implementation of the co-requisite course model; (2) designing “boot camps” for students who otherwise would lack the ability to enter co-requisite courses directly; and/or (3) developing courses that combine for-credit technical instruction with developmental education.
- 3.3.9 **Prior Learning Assessment Service Providers:** Service providers will assist WVCTCS and CTCs to strengthen prior learning assessment. Examples of work a service provider may perform include: (1) identifying and evaluating prior learning assessment options; and/or (2) developing content for a web portal where students can learn about prior learning assessment options.
- 3.3.10 **Student Recruitment Service Providers:** Service providers will assist WVCTCS and CTCs to recruit students to participate in various programs of study. Examples of work a service provider may perform include: (1) attending college fairs; (2) presenting and/or speaking to groups of adults or others who might be interested in pursuing additional education; (3) attending high school information sessions; (4) attending job fairs; (5) creating an on-line presence and visual tools and brochures; (6) creating an outreach program to dialogue with principals, guidance counselors, community leaders, and other community organizations to address details of the programs and address any obstacles to enrollment; and (7) providing feedback to WVCTCS for improvement strategies.
- 3.3.11 **Student Support Service Providers:** Service providers will assist WVCTCS and CTCs to implement best student services and support practices, including a new peer coaching program and improved counseling services. Examples of work a service provider may perform include: (1) developing a peer coaching program; (2) coordinating a peer coaching program; (3) developing and presenting training for counselors and coaches; (4) developing content for training modules; (5) developing or implementing strategies for using software applications to

improve student scheduling; and/or (6) developing or implementing strategies for using technology to improve student advising.

- 3.3.12 **Work-Based Training/Job Placement Service Providers:** Service providers will work with WVCTCS and CTCs and employers to expand student work-based training, internships, co-operative education initiatives, and job placement opportunities. Examples of work a service provider may perform: (1) recruiting employers to provide work-based training opportunities for students; (2) recruiting students to participate in work-based training; (3) recruiting employers to participate in job placement activities; (4) assisting students to find jobs; and/or (5) running job fairs.
- 3.3.13 **Facilitation Service Providers:** Service providers will assist WVCTCS and CTCs to facilitate meetings, workshops, and other activities. Examples of work a service provider may perform include: (1) facilitating industry steering committee meetings; (2) facilitating industry sector partnership meetings; and/or (3) facilitating meetings and/or workshops of education groups (e.g., project transformation leaders, information technology faculty, or developmental education instructors).
- 3.3.14 **Data Analytics Service Providers:** Service providers will assist WVCTCS and CTCs to implement best practices to track student retention and success. Examples of work a service provider may perform include: (1) conducting a needs assessment about tracking and analyzing student level data; (2) developing strategies or products that can increase student data tracking and analysis capability; and/or (3) providing technology solutions to improve student data tracking and analysis capability, including predictive analytics.
- 3.3.15 **Web Design Service Providers:** Web design service providers will assist content specialists to create and rework websites and web-based systems. Examples of work a service provider may perform include: (1) developing websites, including graphic design and layout for effective communication, to encourage students to enroll in specific types of programs; and/or (2) developing websites, including graphic design and layout for effective communication, for refining prior learning assessment, career planning, and/or job placement web portals.
- 3.3.16 **Contract Development Service Providers:** Service providers will assist WVCTCS and CTCs with requests for proposals, requests for quotations, expressions of interest, contracts, and similar documents. Examples of work a service provider may perform include: (1) drafting bid/proposal documents; (2) assisting with the evaluation of bids/proposals; (3) assisting with contract negotiation; and (4) drafting contracts.
- 3.3.17 **Programmatic/Administrative Monitoring Service Providers:** Service providers will assist WVCTCS and CTCs to monitor compliance with federal and state programmatic and administrative requirements. Examples of work a service provider may perform include: (1) developing criteria for evaluating programmatic and administrative compliance; (2) conducting site visits to assess programmatic and administrative compliance; (3) writing compliance reports; and (4) working with parties on address programmatic and administrative deficiencies.

- 3.3.18 **Researchers:** Researchers will assist WVCTCS and CTCs with various small-scale research projects. Examples of work a researcher may perform include: (1) researching and summarizing available academic resources that could be incorporated into Bridging the Gap programs; (2) reviewing and summarizing best practices research; (3) conducting surveys of employers or students; and/or (4) conducting focus groups.
- 3.3.19 **Technical Writers:** Technical writers will assist WVCTCS and CTC content experts with the development of written content. Examples of work a technical writer may perform include: (1) developing and/or editing a policy or procedure; (2) developing and/or editing instructions; and/or (3) developing and/or editing recruitment and marketing materials.
- 3.3.20 **Measurement/Accountability Service Providers:** Service providers will assist WVCTCS and CTCs with development, improvement, and implementation of measurement and accountability systems. Examples of work a service provider may perform include: (1) identifying metrics for annual graduation rate of program completers, employment rate of program completers, employment retention rates of program completers one year following program completion, and average earnings for program completers; and/or (2) developing an employment scorecard to report on student outcomes at the program level.
- 3.3.21 **Project Management/Continuous Improvement Service Providers:** Service providers will assist WVCTCS and CTCs to implement best project management and continuous improvement initiatives. Examples of work a service provider may perform include: (1) training and coaching higher education administrators, faculty, and staff to implement lean/agile and other best project management and continuous improvement practices; and/or (2) assisting WVCTCS and CTCs with implementation of project management and continuous improvement tools.
- 3.3.22 **Marketing Service Providers:** Service providers will work with WCTCS and CTCs to promote CTCs, programs, and initiatives. Examples of work a service provider may perform include: (1) developing and implementing marketing plans, including strategic analysis, positioning, messaging, and budget; (2) planning and implementing marketing and promotional campaigns, including the use of social media; and (3) creating and editing video content.
- 3.3.23 **Public Relations Service Providers:** Service providers will work with WVCTCS and CTCs to enhance the public image of CTCs. Examples of work a public relations service provider may perform include: (1) writing press releases and prepare information for the media; and (2) communicating effectively with the public concerning policy and public relations issues.
- 3.3.24 **Fundraising Service Providers:** Service providers will work with WVCTCS, CTCs, and their respective foundations to raise funds to support CTC education. Examples of work a service provider may perform include: (1) developing and implementing a capital campaign; (2) soliciting cash and in-kind donations, such as laboratory equipment, from potential donors; and (3) creating and planning fundraising events.

- 3.4 **Contract Awards.** For each service area identified in Section 3.3 of this RFP, WVCTCS may issue multiple open-end contracts to multiple service providers. Each open-end contract will cover a period of up to one (1) year and may be renewed up to four (4) times for additional periods of up to one (1) year each. An open-end contract does not guarantee a service provider that s/he will be retained to perform work, but rather means only that WVCTCS and CTCs may contract with the service provider, without undertaking additional bidding or proposals, to perform the general type of work for which the service provider received the open-end contract without additional bidding or proposals consistent with pre-established terms and conditions and at pre-established rates established in the open-end contract. This typically will be accomplished via a contract to perform work signed by both parties and a purchase order.
- 3.5 **Additional Proposal/Awards.** The availability of an open-end contract shall not preclude WVCTCS or CTCs from using a separate proposal process to obtain services identified in Section 3.3 of this RFP or from issuing another open-end proposal request to expand or replace the pool of potential service providers awarded contracts under this RFP.
- 3.6 **Work Product.** Absent language in a contract or purchase order to the contrary, and only to the extent permitted by federal and state laws, regulations, and program guidelines, work performed pursuant to any contract awarded from this RFP shall be retained as the property of WVCTCS and/or the contracting CTC.

Section 4: Proposal Content and Evaluation

- 4.1 **Proposal Form.** To facilitate the procurement process, WVCTCS has assembled a Service Provider Proposal Form, attached as Appendix 1 and available in Microsoft Word. Each potential proposer will be expected to complete a separate Service Provider Proposal Form for each of the twenty services identified in this RFP for which it wishes to bid. A potential proposer interested in proposing to perform program alignment work (Section 3.3.2) and course/curriculum development work (Section 3.3.6), for instance, should complete two (2) separate Service Provider Proposal Forms, each of which will be treated as a stand-alone proposal. A proposer may provide identical or similar information about specializations, references, and conflict information, if appropriate, on multiple Service Provider Proposal Forms.
- 4.2 **Proposal Instructions.** All proposers will be expected to follow the instructions on the Service Provider Proposal Form. Failure to do so may result in a proposal being deemed not responsive. Specifically:
- A proposer may not select more than one (1) Service Being Proposed per Proposal Form.
 - A proposer may not exceed the space provided on the form when providing information about qualifications and experience, technical program specializations, developmental education specializations, course/curriculum development specializations, or work performed for references.
 - A proposer may provide potential conflict of interest or pricing information on a separate page or pages.

- 4.3 **Pricing.** Because some services may require travel, while others may not, proposers should exclude travel and related costs from their pricing. Travel and related cost reimbursements, if approved will be provided at WVCTCS and CTC established rates in effect at the time of the travel.
- 4.4 **Scoring.** Each proposal will be evaluated on a 100-point scale. Up to fifty (50) points may be awarded for qualifications and experience (including specializations and references), and up to fifty (50) points may be awarded for pricing. The number of proposers who receive open-end awards will be based on consideration of a combination of scores and expected amounts of available work.
- 4.5 **Agreement Addendum.** The State of West Virginia Agreement Addendum (WV96) (Exhibit A) is attached to identify applicable State laws and the guidelines that must be adhered to in any contract presented to WVCTCS or another CTC for execution. A copy of additional terms and conditions that a firm or individual wishes to offer for consideration must be enclosed with the proposal; however, any terms and conditions that conflict with the WV96 must be approved in writing by the WVCTCS and Attorney General and may be rejected by either party without recourse.
- 4.6 **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 proposal.
- 4.7 **No Conflict of Interest.** By signing the proposal, the proposer affirms that it and its officers, members, and employees presently have no actual or potential conflict of interest, beyond conflicts disclosed in the 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 WVCTCS promptly.

Section 5: Other Requirements

- 5.1 **Purchasing Vendor Registration.** A successful proposer must be a registered vendor with the Purchasing Division, West Virginia Department of Administration, and have a valid vendor number. A proposer is not required to be a registered vendor in order to submit a proposal, but the successful proposer must register and pay the required vendor registration fee prior to the award of an actual contract or issuance of a purchase order. Vendors participating in this process should complete and file a Vendor Registration and Disclosure Statement (Exhibit D) and remit the registration fee to the address provided on the form.
- 5.2 **FARS W-9 Filing.** A successful proposer must have a current IRS Form W-9 Request for Taxpayer Identification Number (Exhibit E) 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.** A successful proposer must certify that it is not debarred or suspended from doing business with the federal government or the State of West Virginia or any entity thereof, and that no entity, agency, or person associated with the

vendor is debarred or suspended. Verification will be made of a proposer's debarment status.

- 5.4 **Insurance Coverage.** A successful proposer may be required to furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the contractor, its agents and employees. Insurance coverage, if required, must remain in effect for the term of the contract.
- 5.5 **Contract to Perform Services/Purchase Order.** Before a successful proposer begins work, WVCTCS or the contracting CTC will provide the successful proposer with a contract to perform services to review and execute. The contractor may not proceed until the contractor is in receipt of the fully executed contract and purchase order to perform services.

Section 6: General Terms and Conditions

- 6.1 **Contract.** The RFP and the contractor's proposal will be incorporated into the open-end contract by reference. The order of precedence is the open-end contract, the contract to perform services, the RFP and any addendum or exhibit, and the contractor's proposal in response to the RFP.
- 6.2 **Contractor Relationship.** The relationship of the contractor to WVCTCS or the contracting CTC 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 WVCTCS or the contracting CTC for any purpose whatsoever.
 - (b) Pursuant to federal and state laws and regulations, 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, et cetera, 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 WVCTCS's or the contracting CTC'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. WVCTCS

or the contracting CTC 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 WVCTCS or the contracting CTC, 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 WVCTCS and the contracting CTC, their officers, and their 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 WVCTCS and the contracting CTC, their officers, and their 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 **Safeguarding Confidential Information and Personally Identifiable Information (PII).** While WVCTCS and CTCs plan to insulate most contractors from confidential information and PII, it is possible that a service provider may need access to such information in order to perform specific work. If so, the Contractor agrees to maintain confidentiality and security in compliance with all federal and state requirements and shall indemnify and hold harmless WVCTCS and CTCs 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 WVCTCS and the CTCs identified in Section 1.2 of this RFP are exempt from any taxes regarding performance of the scope of work of this contract.
- 6.8 **Contract Term and Renewals.** The open-end contract will be effective upon award and shall extend for a period of time set forth in the contract but in no event will a contract term extend beyond one (1) year. Thereafter, where applicable, the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of four (4) renewals of up to one (1) year each, or until such reasonable time

thereafter as is necessary to obtain a new contract. The “reasonable time” period shall not exceed twelve (12) months.

- 6.9 **Invoices, Progress Payments, & Retainment.** The contractor shall submit invoices, in arrears, to WVCTCS or the contracting CTC pursuant to the terms of the contract. Invoices may not be submitted more than once per month, and State law prohibits payment of invoices before receipt of services. Progress payments may be approved at the discretion of WVCTCS’s or contracting CTC’s Chief Procurement Officer.
- 6.10 **Contract Changes.** If changes in the original contract become necessary, WVCTCS or the contracting CTC on the one hand and the contractor on the other hand 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 WVCTCS or the contracting CTC, the contractor shall determine if there is an impact on price with the change requested and provide WVCTCS or the contracting CTC 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 the contractor receives an approved written change order. A contractor who proceeds on verbal authority alone proceeds at the contractor’s own risk.
- 6.11 **Contract Termination - Unavailability of Funds.** Funding for certain projects is contingent upon funding by the West Virginia Legislature or the U.S. Department of Labor. If funds are not appropriated or allocated for WVCTCS or a CTC for the continued use of the services covered by a contract, WVCTCS or the contracting CTC may terminate the contract at the end of the affected current fiscal period without further charge or penalty. WVCTCS or the contracting CTC shall give the contractor written notice of such non-appropriation or non-allocation of funds as soon as possible after WVCTCS or the contracting CTC receives notice. No penalty shall accrue to WVCTCS or the contracting CTC in the event this provision is exercised.
- 6.12 **Contract Termination – Other Reasons.** WVCTCS or a contracting CTC 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 the resulting contract(s). WVCTCS or the contracting CTC 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, WVCTCS or the contracting CTC shall order the contractor to cease and desist any and all work immediately. In such case, WVCTCS or the contracting CTC 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.
- 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 Proposals and Contract Documents.** All documents submitted to WVCTCS or a contracting CTC related to proposals, contracts, and purchase orders 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 WVCTCS after the proposal 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 proposer are exempt from public disclosure. A proposer's submission of information to WVCTCS or a CTC as an agency of the State of West Virginia puts the risk of disclosure on the proposer. WVCTCS and the CTCs will make a reasonable effort not to disclose information covered by West Virginia Code § 29B-1-4 and is properly labeled "proprietary information not for public disclosure." WVCTCS, however, does not guarantee non-disclosure of any information to the public.

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

- Appendix – Service Provider Proposal Form

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

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