**REQUEST FOR PROPOSALS # CU2201**

**SERVICES**

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Exhibit A Vendor Registration Form

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Questions will be received until 3:00PM EST on September 3, 2021

Proposals will be received until 3:00PM EST on September 21, 2021

**REQUEST FOR PROPOSALS**

**RFP # CU2201**

**SECTION 1: GENERAL INFORMATION AND STANDARD TERMS AND CONDITIONS**

## Purpose: Concord University will enter into a one-year contract with an external firm to conduct a market analysis of academic course/programs in demand and regional workforce needs to assist in the development of market-driven academic programs. This will allow Concord to development academic programs with career pathways that lead to high paying, high demand jobs. . This market analysis is an integral component of the CU Forward initiative funded by the university’s Title III grant.

Additionally, the institution is looking to conduct a market analysis to inform on-campus undergraduate programmatic decisions. We want to obtain current and reliable data in the areas of student demand, job markets, and competition from other institutions.

1.2 Schedule of Events:

Release of RFP: 08/27/21

Question Deadline: 09/03/21

Addendum/Response to Questions: 09/10/21

Proposal Due Date: 09/21/21

Target Award Date: 09/28/21

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

John Galatic, VP of Business & Finance/CFO

PO Box 1000

Athens, WV 24712

(304) 384-5190

jgalatic@concord.edu

1.4 Posting of Information: This RFP and any addenda, including answers to questions, will be posted on the Concord University Accounts Payable/Procurement Webpage: <https://www.concord.edu/About/Important-Offices-Centers/Business-Office/Accounts-Payable-Procurement.aspx>

1.5 Questions and Answers: Questions concerning this RFP will be received in writing (via e-mail is acceptable) by the point of contact until the deadline identified in Section 1.2. When submitting questions by e-mail, please reference RFP CU2201 in the subject line. Questions, if any, will be answered by addendum and posted to the webpage identified in Section 1.4 above.

1.6 Proposal Submission: Deliver an original and 1 copy of the proposal on or before the date required in Section 1.2. The outside of the envelope should be clearly marked with the RFP number, the bid opening date/time and the VP of Business and Finance/CFO’s name.

**NOTE: ALL PRICES ARE TO BE PROVIDED IN A SEPARATE SEALED ENVELOPE LABELED AS PRICING INFORMATION.**

In addition, a digital copy of the proposal should be submitted; the preferred method for submission of the digital copy is by flash/thumb drive which should be included with the original bid.

**PROPOSALS RECEIVED AFTER THE DUE TIME AND DATE WILL NOT BE CONSIDERED. IT IS THE BIDDER’S SOLE RESPONSIBILITY TO ENSURE TIMELY DELIVERY OF THE PROPOSAL.**

1.7 Proposals shall remain in effect ninety (90) days from the submission date.

1.8 Conflict of Interest: By signing the proposal, the bidder affirms that it and its’ officers, members and employees have no actual or potential conflict of interest, beyond the conflicts disclosed in its’ proposal. Bidder 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 if one arises, the bidder must disclose it to the institution promptly.

1.8 Independent Proposal: 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 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.

1.9 Rejection of Proposals: The VP of Business & Finance/CFO reserves the right to accept or reject any or all proposals, in part or in whole, at their discretion. The VP of Business & Finance/CFO reserves the right to withdraw this RFP at any time for any reason. Submission of, or receipt by, the VP of Business & Finance/CFO confers no rights upon the bidder nor obligates the institution in any manner.

1.10 Expenses: The institution will not 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.

1.11 Interviews: Discussions and/or interviews may be held with the bidders under final consideration prior to making a selection for award; however, the RFP may be awarded without such discussions or interviews.

1.12 Oral Statements and Commitments: Any oral representations made or assumed to be made during discussions held between the bidder’s representatives and the institution personnel are not binding. Only the information issued in writing and added to the RFP by an official written addendum is binding.

1.13 Award: It is anticipated that a single contract will be awarded for all services. However, the institution reserves the right to configure the contract in whatever manner is in its’ best interests.

1.14 Public Record: All documents submitted in response to the RFP and any documents created as a result of this RFP are considered public record. All bids, proposals or offers submitted shall become public information and will be available for inspection during normal business hours at the institution.

The only exception for public record is disclosure information listed in WV Code § 29B-1-4. Primarily, only trade secrets are considered exempt from public disclosure.

1.15 Contract: The RFP and the bidder’s response will be incorporated into the contract by reference. The order of precedence is the contract, the RFP and any addendum and the bidder’s proposal in the response to the RFP.

1.16 Contract Term: This contract will be effective upon award and shall extend for a period of 1 year. By mutual consent of the vendor and the institution, the contract may be renewed for an additional one (1) year.

1.17 Contract Changes: Any changes to the original contract will be made via a Change Order issued by the institution. No change is official until a signed Change Order is produced.

1.18 Contract Termination for Unavailability of Funds. If funds are not appropriated or allocated for the services provided under this contract, the institution may terminate the contract at the end of the affected current fiscal period without charge or penalty. The institution shall give the vendor written notice of such non-appropriation or non-allocation of funds as soon as possible after the institution receives notice.

1.19 Contract Termination for Failure to Perform: The institution may terminate the contract resulting from this RFP immediately at any time the vendor fails to meet the terms of the contract.

1.20 Payment of fees will be made upon successful completion of the required services. Progress payments for services satisfactorily completed may be made pursuant to a payment schedule which is deemed satisfactory to the parties. A proposed schedule is to be included in the bidder’s response to this RFP.

1.21 Invoices: The vendor shall submit invoices, in arrears. State law prohibits payment of invoices prior to receipt of services. State law does not provide for interest payments on late payments. Invoices properly prepared and submitted in accordance with the terms and conditions of the contract are usually paid within thirty (30) days.

1.22 Governing Law: This contract shall be governed by the laws of the State of West Virginia.

**SECTION 2: ELIGIBILITY REQUIREMENTS**

2.1 Vendor Registration – WV Code § 5A-3-12. The West Virginia Code requires that all vendors be registered with the WV Department of Administration, Purchasing Division, prior to receiving a purchase order for competitive products and/or services exceeding $25,000. See <http://www.state.wv.us/admin/purchase/VendorRge.html> for additional vendor registration information.

2.2 Debarment – WV Code §5A-3-33 through §5A-3-33F. Vendors that have been debarred by the federal government are not eligible to offer on or receive contracts to supply goods or services to the state and its subdivision for a specified period of time.

2.3 West Virginia Secretary of State. The vendor must be in compliance with the Secretary of State and should provide a copy of their business license with the proposal. For more information, contact the WV Secretary of State.

2.4 Taxpayer Identification Information. The Internal Revenue Service (IRS) requires the institution to request a taxpayer identification number (TIN) for tax reporting purposes. IRS Form W9 is used to obtain this information. See Exhibit A.

2.5 Purchasing Affidavit – WV State Code §5A-3-10a. WV State Code requires all vendors to submit an affidavit regarding any debt owed to the State. The Affidavit (Exhibit B) should be completed, signed and returned with the bidder’s proposal.

2.6 RFP Response Title Page – The Title Page includes the RFP Number, Addenda Received check boxes, the Bidder’s business name, business address and telephone number, a contact name and e-mail address and includes a signature line and date for the individual authorized to obligate the business. See Exhibit C.

**SECTION 3: BACKGROUND INFORMATION**

3.1 Concord University is a public, comprehensive regional institution located in rural southern West Virginia. Since 1872, Concord has offered quality educational programs to one of the poorest regions of the country.

With an enrollment of approximately 1,400 undergraduates and 360 graduate students, Concord has experienced an enrollment decline over the past decade due in part to decline in the high school population, college-going rate, and numerous decreases in state funding for higher education. The region and state face dire economics due largely to the demise of coal production and its ancillary industries, such as the railroad.

Yet the need for postsecondary education has never been greater. West Virginia needs to transition from a coal economy to ensure a sustainable future. To improve retention and graduation rates and thereby strengthen enrollment and fiscal viability, Concord proposes CU Forward, a suite of innovations that aligns with the mission of Concord University. First, CU Forward will provide affordable and flexible education through online courses and degree programs.

With its mountainous terrain and difficult topography, broadband and internet access have been slow to arrive in the region due to the unprofitability for service providers. Thus, access to online education has been limited until recently. CU Forward provides the needed structure to increase and modernize online courses to three populations of students: high school students to increase college readiness; typical college students to increase online degree programs; and adult learners who may have some college but have not completed a degree.

Online education is especially critical to increasing higher education access to rural students in Central Appalachia, who are often bound by place and constrained by work and home responsibilities. Thus, Concord must make online programmatic decisions based on market-driven data. University leadership also understands the importance of using data to inform all programmatic decisions.

**SECTION 4: SCOPE OF SERVICES**

4.1 Concord University seeking assistance with conduct a market analysis to provide current reliable data for assessing student demand, job markets and competitive position. Obtaining current and reliable data in the areas of student demand, job markets, and competition from other institutions will allow the institution to make sound decisions on academic offerings.

The overall goals of the market analysis are to strengthen enrollment, improve fiscal stability, and enhance Concord’s academic program portfolio. The market analysis would provide the CU Forward initiative with recommendations for new online programs and courses.

4.2 This project will require three major elements: Data Collection, Workshops, and a Final Report

**4.2.1 Data Collection** – During the data collection process, Concord will work collaboratively with the consultant to establish Concord’s priorities, preferences, and goals for the study. The consultant will collect market data in the following areas through primary and secondary research:

**4.2.1.1 Job market data** will help us determine which academic programs are leading students to in demand jobs in our region and elsewhere. Such data can include but would not be limited to employer demand, current job postings, job placement rates, and wages.

**4.2.1.2 Student demand data** will hep us understand what programs/fields students in our region are interested in pursuing at the graduate and undergraduate level. Such data can include but would not be limited to degree program inquiries, search engine data, and website page views.

**4.2.1.3 Competition data** will help us understand how Concord relates to its competitors in terms of degree offerings. Such data can include but would not be limited to competitors’ size and growth by program, market saturation, and degree completions.

**4.2.2 Workshop** - Once the data collection is complete, the consultant will conduct at least one interactive workshop with a cross-functional team with multiple university decision-makers to ensure the data-based recommendations align with the mission, the strategic vision, and the culture of Concord University. The cross-functional team will consist of at least one representative from each of the following groups: faculty, student services, business office, IT, marketing, admissions, and administration.

* + 1. **Report** – The consultant will use available primary and secondary research and employ industry expertise to prepare a report and presentation for the cross-functional university team with recommendations for (1) new online course/program implementation, (2) new undergraduate and graduate program implementation, (3) modifications of current academic offerings, and (4) new graduate program implementation. The report would include a 5-year implementation plan.

**SECTION 5: VENDOR INFORMATION AND QUALIFICATIONS**

Provide a statement/response to each of the following:

5.1 Identify and provide a statement of qualifications of individuals to be assigned direct responsibility for the services.

5.2 Describe the experience that key personnel have, their length of service with the firm, as well as other relevant skills.

5.3 Describe the Firm’s size, illustrating its ability to fulfill the terms of the RFP.

5.4 Describe any related experience.

5.5 Provide a complete description of how the work will be conducted including all quality assurances that are provided in the firm's process for this type of work and detail the amount of time and effort that will be required of the entities' personnel. Include in this description an explanation of the tools/technology used to collect/coordinates requested items.

5.6 Provide a proposed schedule that ensures completion of the services.

5.7 Provide the names, telephone numbers and mailing addresses of at least three higher education clients and the contact person from whom references may be obtained for both the firm and the key personnel assigned to the engagement. References should be from clients comparable to the type and scope of services solicited in this RFP.

**SECTION 6: BIDDER RESPONSE AND EVALUATION CRITERIA**

6.1 Economy of Preparation: Proposals should be prepared simply and economically, providing a straightforward, concise description of the bidder’s ability to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

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6.2 Proposals should be limited to 25 pages. Additional material may be presented as exhibits to the main proposal.

6.3 A Title Page (Exhibit C) should be provided. The Title Page is the preferred method of providing the bidder’s information. If the bidder does not utilize the Title Page, the bid must provide a cover letter with, at a minimum, the signature of an individual authorized to obligate the company and a date.

6.4 The proposal will be evaluated on a one hundred (100) point scale with points assigned as outlined below.

**Vendors failing to score at least 70% or 49 points for Sections 6.4.1 and 6.4.2 will not be considered to have met the minimum acceptable score. Any vendor not meeting the minimum acceptable score will NOT have their prices opened and will NOT be considered for award of the bid.**

6.4.1 Qualifications, Experience and Company Background – 40 points

Responses to Section 5 will be reviewed and evaluated here.

6.4.2 Services – 30 points

Responses to Section 3 and 4 will be reviewed and evaluated here.

6.4.3 Price – 30 points – The low bid will receive the full 30 points. Each higher bid will receive a percentage of the 30 points on a ratio basis compared to the low bid cost.

6.5 Award will be made to the bidder receiving the highest point total.

6.6 In the event that mutually acceptable terms cannot be reached within a reasonable period of time, with the highest ranked bidder, the VP of Business & Finance/CFO reserves the right to undertake negotiations with the next highest ranked bidder and so on until mutually acceptable terms can be reached.

**SECTION 7: ADDITIONAL INFORMATION**

7.1 By submitting a proposal in response to this RFP, a firm shall be deemed to have accepted all the terms, conditions, and requirements set forth in herein unless otherwise clearly noted and explained in writing. Any exception(s) or additional terms and conditions a firm wishes to offer for consideration must be clearly itemized and explained. Otherwise, the RFP in total shall be incorporated into the contract by reference. The Systems may accept or reject the Firm's proposed exceptions as it deems appropriate and in the best interests of the Systems.

7.2 The State's Agreement Addendum (WV-96) is attached to demonstrate the State law and guidelines which must be adhered to in any contracts presented to the Systems for execution (See Exhibit E). A copy of additional terms and conditions that a firm wishes to offer for consideration should be enclosed with the proposal. The West Virginia Attorney General's Office must accept or reject proposed modifications to the WV-96.

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