



**WEST VIRGINIA UNIVERSITY AT
PARKERSBURG**

**SELECTION OF EXECUTIVE
SEARCH FIRM**

RFP # FY22-005

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RFP#: FY22-005 SELECTION OF EXECUTIVE SEARCH FIRM
WEST VIRGINIA UNIVERSITY AT PARKERSBURG

Written Questions will be received until November 30, 2022 4:00 PM Eastern Time.

Proposals will be received until DECEMBER 7, 2022 1:00 PM Eastern Time.

REQUEST FOR PROPOSALS
West Virginia University at Parkersburg
RFP # FY22-005 Selection of Executive Search Firm

SECTION 1: GENERAL INFORMATION

Purpose

West Virginia University at Parkersburg, hereafter referred to as WVUP, is initiating a Request for Proposal (RFP) to solicit proposals from qualified executive search firms interested in serving as Consultant to the Board of Trustees in the recruitment and hiring for the President of WVUP.

Background Information

Established in 1961, West Virginia University at Parkersburg is regionally accredited by the Higher Learning Commission. Academic credits earned at WVU Parkersburg are transferable to any institution in the West Virginia higher education state system as well as other accredited institutions throughout the country. WVU Parkersburg is the only public community college in West Virginia accredited to offer baccalaureate degrees. The college's primary service area consists of seven counties in West Virginia: Jackson, Pleasants, Ritchie, Roane, Tyler, Wirt and Wood.

WVU Parkersburg enrolls a headcount of approximately 2,500 students annually. The college's main campus in Parkersburg, WV, and its Jackson County Center is located in Ripley, WV. Approximately 61% of students are 24 or younger, and 39% are 25 or older with the average student age being 26.

Inquiries

Additional information inquiries regarding specifications of this RFP **must be submitted in writing** (via email) to the Chief Purchasing Officer. The deadline for written inquiries is November 30, 2022 4:00PM Eastern. All inquiries of specification clarification must be addressed to:

Jeannine Hetrick-Ratliffe, Chief Purchasing Officer
West Virginia University at Parkersburg
300 Campus Drive
Parkersburg, WV 26104
Phone: (304) 424-8000 x262
Email: jeannine.ratliffe@wvup.edu

The individual named above is the sole contact for any and all inquiries after this RFP has been released. The WVUP Business Office will be responsible for coordinating with the selected vendor regarding the negotiation and execution of the contract.

Vendor Registration

Vendors participating in this process should complete and file a *Vendor Registration and Disclosure Statement* (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a proposal, but the successful proposer must register and pay the fee prior to the award of an actual purchase order or contract.

Evaluation Committee

A College Evaluation Committee will make the final selection of the successful bidder. The Evaluation Committee will include, but not be limited to the Vice President for Student Services, Vice President for Finance & Administration, Chief Information Officer, Registrar and Chief Purchasing Officer.

Proposer's Conference

Not Required

Due Date for Proposals

Proposals must be submitted to the attention of Jeannine Hetrick-Ratliffe, at the address listed above by **December 7, 2022 1:00PM Eastern Time**. In the interest of fairness to all participants, no extensions or exceptions will be permitted, unless issued as an Addendum to the RFP and applicable to all companies.

Number of Copies

One hard copy original and two (2) copies of the Proposal are required, plus one copy on a CD or USB drive using an MSWord or ASCII format. Envelopes or boxes containing RFP responses must be clearly marked with the title of the Request for Proposal. Failure to properly mark the responses may be cause for disqualification. Do not submit proposals that are permanently bound. **Emailed proposals will not be accepted.**

Selection Process

The College shall select the best value solution and will evaluate the submission through a point rating system, set forth below in the Evaluation Criteria section. The College, at its discretion may invite firms to make presentations to the Evaluation Committee to demonstrate their qualifications and approach to the project. The final selection will represent the best interests of the College.

Additionally, the College reserves the right to accept or reject any or all proposals,

in part or in whole at its discretion. The College reserves the right to withdraw this RFP at any time and for any reason. Submission of, or receipt by the College of proposals confers no rights upon the proposer nor obligates the College in any manner.

A contract based on this RFP and the Vendor's bid, may or may not be awarded. Any contract resulting in an award from this RFP is not valid until properly approved and executed by the Purchasing Division and approved as to form by the Attorney General.

Evaluation Criteria

Experience of proposer's firm in recruiting at similar levels/firm's overall experience in recruiting (30-points) and;

Qualifications of the specific personnel designated by the proposer to conduct the search (25-points) and;

Quality of the proposer's performance as assessed by references (20-points); and

Total Cost of conducting the executive search (25-points).

For evaluation purposes, the flat fixed fee will be used to calculate the total cost of conducting the search. The following formula will be used to score cost: $LPC/PC \times 25 = PCS$ Where PCS = Proposer's Cost Score
LPC = Lowest Proposed Cost of all Proposers PC = Proposer's Cost

Incurring Costs

The College and any of its employees or officers shall not be held liable for any expenses incurred by any proposer responding to this RFP for expenses to prepare, deliver the proposal, or to attend any mandatory pre-bid meeting or oral presentations.

Addenda

If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the College to all proposers of record.

Independent Price Determination

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 prices with any competitor unless the

proposal is submitted as a joint venture.

Price Proposals

The price(s) quoted in the proposals 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.

Public Record

All documents submitted to the College Purchasing Division related to purchase orders or contracts are considered public records. All proposals or offers submitted by proposers shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the proposal opening.

Written Release of Information

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplications fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request whichever is greater.

Risk of Disclosure

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets, as submitted by a proposer, are exempt to public disclosure. The submission of any information to the College by a vendor puts the risk of disclosure on the vendor. The College does not guarantee non-disclosure of any information to the public.

Purchasing Affidavit

West Virginia Code §5A-3-10a requires that all proposers submit an affidavit regarding any debt owed to the College. See Exhibit B for an example of the purchasing affidavit. The affidavit must be signed and submitted prior to award.

SECTION 2: TERMS AND CONDITIONS**General Terms and Conditions**

By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

Conflict of Interest

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services

hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the College.

Prohibition Against Gratuities

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the College shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

Vendor Relationship

The relationship of the Vendor to the College shall be that of an independent contractor and no principal-agent relationship 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.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the College for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all 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.

Vendor shall hold harmless the College, and shall provide the College with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership,

association or entity without expressed written consent of the College.

Indemnification

The Vendor agrees to indemnify, defend and hold harmless the College, their officers, and employees from and against: (1) Any claims 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 Vendor, 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 or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

Contract Provisions

After the successful Vendor is selected, a formal contract document will be executed between the College and the Vendor. In addition, the RFP and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFP and the Vendor's proposal in response to the RFP.

Governing Law

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

Compliance with Laws and Regulations

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the West Virginia University at Parkersburg is exempt from any taxes regarding performance of the scope of work of this contract.

Subcontracts/Joint Ventures

The Vendor 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. The College will consider the Vendor to be the sole point of contact with regard to all contractual matters. The

Vendor may, with the prior written consent of the College, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

Non-Appropriation of Funds

If the College is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature or the Federal Government, the WVUP, or College may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The College shall give the vendor written notice of such non-allocation of funds as soon as possible after the College receives notice. No penalty shall accrue to the College in the event this provision is exercised.

Contract Termination

The College may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The College shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the College shall issue the Vendor an order to cease and desist any and all work immediately. The College shall be obligated only for services rendered and accepted prior to the date of the notice of termination. The contract may also be terminated by the College with thirty (30) days prior notice.

Changes

If changes to the original contract become necessary, a formal contract change order will be negotiated by the College and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the College and approved as to form by the West Virginia Attorney General's Office, if required, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the College, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the College a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

FERPA

Vendor shall agree to abide by the Family Education Rights and Privacy Act of 1974 (FERPA) and College's FERPA Policy found at <http://ferpa.wvup.edu/policy> including FERPA's limitations on re-disclosure as set forth in 34 C.F.R § 99.33(a)(2).

HIPPA

Vendor shall, if applicable, meet the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (the "Act"), the privacy standards adopted by the U.S. Department of Health and Human Services ("HHS"), 45 C.F.R. parts 160 and 164, subparts A and E (the "Privacy Rule"), the security standards adopted by HHS, 45 C.F.R. parts 160, 162, and 164, subpart C (the "Security Rule"), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic Clinical Health Act, Division A, Title XIII of Pub. L. 111-5 and its implementing regulations (the "HITECH Act"), due to their status as a "Covered Entity" or a "Business Associate" under the Act. The Act, the Privacy Rule, the Security Rule, and the HITECH Act are collectively referred to as "HIPAA" for the purposes of this Agreement.

Record Retention (Access & Confidentiality):

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to College personnel at Vendor's location during normal business hours upon written request by College within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by College to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the College and WVUP against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.

Agreement Addendum (Form WV96) (Exhibit A)

The Agreement Addendum (Form WV96) are the standard State of West Virginia terms and conditions issued by the West Virginia Attorney General and must be

agreed to by the successful vendor prior to receiving a contract/purchase order. No modifications may be made to these terms and conditions without written consent of the Attorney General.

Special Terms and Conditions:

Following the selection of the best proposal, the College and selected Proposer may enter into negotiations to arrive at mutually agreeable terms and conditions. The contents of the selected Proposal may become contractual obligations if a Contract is mutually agreed to, accepted and signed by both parties. Failure of the Proposer to accept or negotiate in good faith these obligations in a Contract may result in rejection of the proposal. If the College is unable to negotiate a mutually satisfactory contract with the best Proposer, negotiations shall be formally ended with the Proposer and begun with the next best Proposer. Negotiations shall be undertaken in this manner until a mutually satisfactory contract has been negotiated or the solicitation is canceled. The College will demonstrate "good faith" in reaching a mutually acceptable contractual agreement. Notwithstanding this, there are certain conditions that are unacceptable to the College.

Following is a non-exclusive list:

1. Governing law other than the State of West Virginia.
2. Clauses requiring the College to indemnify and hold harmless the successful respondent.
3. Clauses that unduly restrict or place unacceptable claims of ownership on data which are the subject of the agreement/contract.
4. Clauses relating to requiring the College to enter into reimbursement arrangements relative to attorney's fees.
5. Insurance coverage and limits that are different.

Vendor shall provide to College all documentation necessary and required to show proof of insurance and proof of Workers' Compensation coverage prior to College executing this Agreement. Vendor further agrees and understands that failure to maintain the required insurance as stated in any PO/Contract issued pursuant to this RFP may lead to termination of any PO/Contract, in the sole discretion of College.

SECTION 3: COMPANY KNOWLEDGE AND EXPERIENCE**General Information/Company History**

- a. Company Name, email, main address and all branch office addresses.
- b. Describe the nature of your organization (e.g. business corporation, not-for-profit corporation, proprietorship, etc.). If applicable, identify all

- principals and the ownership interest of each.
- c. Year company was founded and brief history
- d. Total number of employees and total number of licensed professionals.
Include an organization chart as relevant.
- e. Location(s) from which services will be performed.
The general and specific design specialties/expertise and overall resources.

PART 3: SCOPE OF WORK

The scope of the work requested for the search for a President of WVUP is as follows:

Needs Assessment – Working in partnership with the Board President and the Search Committee, the Contractor will determine the required set of skills and competencies, define the required experience and other characteristics necessary to meet the needs of the campus.

Support and assist, through the Board President and the Search Committee throughout all phases of the search and selection process.

Support and assist in the development and advertisement of the position announcement/brochures, including mailing of position announcement/brochures to prospective candidates.

Conduct outreach and recruitment beyond the scope and standard District practice.

Conduct confidential personal recruitment when needed.

Provide guidance and direction to the governing board during interviews, open forums, and site visits, as required.

Finalize a process with the Search Committee and Board President for interviews of the candidates during the first and second interviews.

Conduct in-depth reference checks of finalist candidates.

Assist and provide information to the Board of Trustees with the final selection and negotiations with the selected candidate as directed by the Board President.

Contractor shall be required to attend a minimum of three Board Meetings.

SECTION 4: COST PROPOSAL

General Information & Format

Consultant should provide all information it deems necessary to explain or clarify its Cost Proposal. The cost proposal should be reflected on a separate form EXHIBIT F (attached)

Cost Evaluation

The proposer shall provide a flat fixed fee for the services provided. **This fee shall include all costs or expenses necessary to provide the services outlined in this Request for Proposal including travel.** Travel shall be identified for each element of the scope of service.

Evaluation Process & Method

The proposals will be evaluated by a committee of no less than three (3) individuals in accordance with the criteria stated. The Vendor who meets all the mandatory specifications and attains the highest point score of all vendors shall be awarded the contract. The selection of the successful vendor will be made by a consensus of the evaluation committee.

The following are the evaluation factors and maximum points possible for technical point scores:

Experience of proposer's firm in recruiting at similar levels/firm's overall experience in recruiting (25-points) and;

Qualifications of the specific personnel designated by the proposer to conduct the search (25-points) and;

Quality of the proposer's performance as assessed by references (20-points); and

Total Cost of conducting the executive search (30-points)

For evaluation purposes, the flat fixed fee will be used to calculate the total cost of conducting the search. The following formula will be used to score cost: $LPC/PC \times 25 = PCS$ Where PCS = Proposer's Cost Score LPC = Lowest Proposed Cost of all Proposers PC = Proposer's Cost

SECTION 5: PROPOSAL FORMAT, RESPONSE REQUIREMENTS & EVALUATION

Vendor's Proposal Format

The proposal should be formatted in the same order, providing the information listed below:

Title page - Should Include:

- a. RFP Subject and Number
- b. Vendor Name
- c. Vendor's Address
- d. Vendor Telephone Number
- e. Authorized Contact Person (to speak on behalf of the Vendor)
- f. Submission Date
- g. Signature

Table of Contents - Clearly identify the material by section and page number.

Transmittal Letter Addressing the Following:

Experience of proposer's firm in recruiting at similar levels/firm's overall experience in recruiting (30-points) and;

Qualifications of the specific personnel designated by the proposer to conduct the search (25-points) and;

Quality of the proposer's performance as assessed by references (20-points); and

Total Cost of conducting the executive search (25-points).

Exhibits

The following Exhibits are a binding part of this RFP:

Exhibit A – Agreement Addendum WV96 (required)

Exhibit B – Purchasing Affidavit (required)

Exhibit C – Vendor Registration and Disclosure Statement (optional at the time of submission but required for contract)

- Exhibit D – Request for Taxpayer Identification W9 (required)
- Exhibit E – Professional Reference Page (required)
- Exhibit F – Cost Proposal (required)