

WEST VIRGINIA UNIVERSITY

REQUEST FOR PROPOSALS

RFP #90003585H



Student Refunds, Billing and Payment Services

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1. INTRODUCTION AND DESCRIPTION OF SOLICITATION.

1.1. DESCRIPTION OF SOLICITATION.

West Virginia University on behalf of its Board of Governors (“BOG”) located in Morgantown, West Virginia (“WVU” or “University”) is initiating this Request for Proposals (“RFP”) to solicit proposals from qualified firms (“Proposers”) to provide student refund, billing and payment services.

1.2. ESTIMATED SOLICITATION SCHEDULE.

1.2.1. The following is the anticipated Solicitation Schedule. The University may, in its sole discretion, change this schedule at any time. If the University changes dates in the schedule before the deadline for receipt of proposals, it will do so by an addendum to this RFP. It is each prospective Proposer’s responsibility to check with the University for current information regarding this RFP and its implementation timeline.

Activity	Date	Time
Publish RFP	Feb 10, 2016	
Cutoff for Explanations and Clarifications	Feb 19, 2016	12:00 Noon EDT
Proposal Due Date	Mar 01, 2016	4:00 PM EDT
Notice – Contract Award	April 2016	

2. REQUEST FOR PROPOSALS RULES AND GUIDELINES.

2.1. COMMUNICATIONS.

2.1.1. Throughout the procurement process, Proposers may “only” have contact with the University’s Procurement Official identified below. Discussions or communications regarding this solicitation with any other individuals associated in any capacity with the University, its consultants, contractors or members of its Board of Governors, or members of any Evaluation Panel or Committee are prohibited, unless otherwise approved in writing by the Procurement Official.

2.1.2. Discussions or communications with any other person, regardless of the format, could result in disclosure of proprietary or other competitive sensitive information or otherwise create the appearance of impropriety or unfair competition and, thereby, compromise the integrity of University's procurement process.

2.1.3. “Proposers” includes subcontractors at all levels and joint venture members, where applicable.

2.1.4. Proposers shall provide immediate written notice to the Procurement Official any time contact has not been limited to the University’s Procurement Official concerning this

solicitation, whether initiated by the Proposer or by other University employees, consultants, contractors or members of its Board of Governors.

2.1.5. Any violation of this prohibition may result in the disqualification of the Proposer from further participation in this procurement, and from award of any contract or subcontract under this solicitation. Proposers shall be required to include in its Proposal response a certification associated with these communication requirements (See Appendix 1).

2.1.6. The Procurement Official for this procurement is:

Eva Hajian
WVU Procurement, Contracting & Payment Services (PCPS)
Phone Number: (304) 293-5152
Fax Number: (304) 293-8152
E-mail: Eva.Hajian@mail.wvu.edu

2.2. EXPLANATIONS AND CLARIFICATIONS.

2.2.1. Any explanation or clarification desired by a Proposer regarding the meaning or interpretation of any part of this solicitation must be submitted in writing (by mail, e-mail or facsimile) by an authorized representative of the Proposer with a clear cross-reference to the relevant RFP section to the Procurement Official with sufficient time to prepare an appropriate response.

2.2.2. Written Requests for explanations or clarifications can be submitted at any time; however, must be submitted on or before the date/time indicated in Section 1.2.1 above. Requests for clarification received after this deadline may not be considered and the University is under no obligation to address them.

2.2.3. Written Explanations or clarifications provided to a Proposer concerning an interpretation of the solicitation will be furnished to all Proposers in an addendum to the solicitation, if such information is necessary in submitting Proposals or if the lack of such information would be prejudicial to uninformed Proposers.

2.2.4. Oral explanations or clarifications given before the award of any contract, at any pre-Proposal conferences or otherwise, do not serve to modify the solicitation and will not be binding on the University.

2.3. MODIFICATION/ACKNOWLEDGMENT OF SOLICITATION ADDENDA.

2.3.1. The University reserves the right to modify the solicitation. If it is amended, then all terms and conditions which are not modified remain unchanged.

2.3.2. When the solicitation is modified, the Procurement Official shall post a solicitation “addendum” on the University’s “Procurement Bid Site” which is located at <http://wvubids.finance.wvu.edu/>. Proposers are responsible for appropriately registering on the University’s Procurement Bid Site; otherwise they will not receive notification of, nor be

able to access, solicitation addenda. The University is under no further obligation to ensure that Proposers receive addenda.

2.3.3. Proposers shall acknowledge receipt of any addendum to this solicitation to the Procurement Official: (i) by signing and returning the addendum; or (ii) by identifying the addendum number and date in the space provided for this propose on the form for submitting a Proposal (see Appendix 1); or (iii) by letter or by electronic means.

2.3.4. The Procurement Official must receive acknowledgment of addenda by the time and at the place specified for receipt of Proposals.

2.3.5. Failure of a Proposer to acknowledge receipt of material addenda may result in rejection of the Proposal as non-responsive.

2.4. PREPARATION OF PROPOSALS—GENERAL.

2.4.1. Examine the Entire Solicitation. Prior to submission of Proposals, Proposers are expected to thoroughly examine all provisions of and Attachments/Appendices to the solicitation, whether incorporated by reference or otherwise. Failure to do so will be at the Proposer's risk and will not be a basis for the Proposer to request relief of any kind prior to or after contract award.

2.4.2. Exceptions to Solicitation. If the Proposer cannot accept WVU's terms, conditions or requirements, the Proposer shall raise their exceptions in writing as specified in the "Explanations & Clarifications" provision, above, and the University will address them in the form of an addendum to the RFP. It is the University's sole discretion as to whether or not it will accept or deny any exceptions raised by Proposers.

2.4.3. Furnish Information. Proposers shall furnish all information required by the Solicitation. Unnecessarily elaborate Proposals or lengthy presentations are not desired or required; however, Proposals should be clear, concise, and include sufficient detail for effective evaluation. The Proposer is cautioned that it is the Proposer's sole responsibility to submit information related to the evaluation categories, and that WVU is under no obligation to solicit such information if it is not included in the Proposal. Failure by the Proposer to submit such information may cause an adverse impact on the evaluation of its Proposal.

2.4.4. General Format.

- A. Proposal documents shall be prepared in single-spaced type, on 8-1/2" x 11" pages. Pages shall be numbered to show the page number and total number of pages in the Proposal (e.g., Page 1 of 15, Page 2 of 15, etc.).
- B. To provide uniformity and to facilitate comparison of Proposals, all information submitted should clearly refer to the page number, section, or other identifying reference in this RFP. All information submitted must be noted in the same sequence as its appearance in this RFP.

- C. All names and applicable titles shall be typed and printed where indicated on the various documents.

2.4.5. Required Signatures. All Proposals must be signed by an individual authorized to extend a formal Proposal. Proposals that are not signed may be rejected. By signing the Proposal, the Proposer certifies compliance with the signature authority required. If the Proposal is submitted on behalf of:

- A. an individual, sole proprietorship, or a Proposer operating under a trade name, the Proposal shall be signed by that individual;
- B. a partnership, the Proposal shall be executed in the partnership name and signed by all partners or by a managing partner accompanied by evidence of that partner's ability to sign for the partnership. The official address of the partnership shall be shown below the signatures;
- C. a corporation, the Proposal shall be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by the evidence of that officer's authority to sign for the corporation); or
- D. a joint venture or other type of teaming arrangement, the Proposal shall list the names of all of the joint venture or teaming arrangement members, and each member's official mailing address. It shall be executed by all of the members in the same manner as if they were individually submitting a Proposal. The signature portion of the Proposal form shall be altered as appropriate for execution by the joint venture or teaming arrangement.

2.4.6. Trade Secrets or Other Confidential Information. Proposers may clearly mark each page of the Proposal that contains trade secrets or other confidential commercial or financial information, which the Proposer believes should not be disclosed outside the University. However, disclosure of requested information can only be protected to the extent permitted under West Virginia law.

2.4.7. Use of Subcontractors. If the Proposer intends to use subcontractors to perform any portion of the work described in this RFP, the Proposal must clearly state so. The Proposer's response must include a description of which portion(s) of the work will be sub-contracted out and the names and addresses of potential subcontractors under any contract issued pursuant to this RFP.

2.4.8. Proposal Preparation Costs. The University shall not be liable for any costs incurred by a Proposer in responding to this RFP, regardless of whether the University awards the Contract through this process, cancels this RFP for any reason, or contracts through another RFP or another process.

2.4.9. Errors and Omissions. The Proposer is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omissions to the detriment of the

services. Should the Proposer suspect any error, omission, or discrepancy in the scope of work or other portions of the RFP, the Proposer shall immediately notify the University, in writing, and the University shall issue written instructions to be followed. The Proposer is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP.

Firm Offer Period. Offers must be kept firm for acceptance by the University for at least one hundred twenty days (120) days after the date that Proposals are due. Proposals with acceptance periods of less than one hundred twenty (120) days may be considered non-responsive. The Proposer may specify a longer period than indicated here. If the Proposer indicates no time period for acceptance, the Proposal will be considered firm for one hundred twenty (120) days and thereafter until written notice to the contrary is received.

2.5. PROPOSAL CONTENT.

2.5.1. General. Email your complete Proposal in pdf format to the University's procurement office, at bids@mail.wvu.edu. Any pricing documents provided should be included in your email **in their original format.**

2.5.2. Proposal Format. The Proposal response shall be set out in the Sections outlined below. These sections represent the minimum amount of information required by the University. Proposers are encouraged to add content if needed; however, unnecessarily elaborate Proposals are discouraged.

2.5.3. Proposal Format.

- **Cover of Proposal – clearly identified with:**

- Student Refund Services
- RFP #90003585H; and
- [Name of Proposing Firm].

- **Table of Contents**

- Reference sections below and corresponding page numbers.

- **Tab I – Qualifications & Experience**

- Provide copies of your organizations annual reports for the last three years, including independently audited financial statements and other performance information related to the fiscal strength and resources of your organization.

Provide the name of your firm or company and include the date and location of incorporation, principal officers, board of directors, number of employees, size and locations of field offices, company history and organizational structure. Indicate how long the firm has been performing the services outlined by this RFP.

- Is your company or firm engaged, or planning to engage in any merger, acquisition, litigation, or business reorganization that might have an impact on your relationship with West Virginia University?
- Provide references from other higher education institutions where your organization has performed similar work and/or provided similar services. List a minimum of five current or former clients for who work has been performed within the last five years who may be contacted with respect to your firm's reputation for high quality of work, responsibility and efficiency. Include the name, address and telephone number of the executive in each organization who can speak knowledgeably about the quality, timeliness and cost of your work.
- Identify key elements that differentiate your firm and product from the others firms in the field.
- **Tab II – Technical Criteria and Flexibility**
 - Describe in detail projects of a similar size and scope that your organization has been associated with over the last two years.
 - Describe the approach you employed including such items as, determination of priorities, how resources and applications were identified, what planning and/or project management tools were used, and how you actually performed with regard to meeting implementation goals and objectives.
 - Please address all items listed in Scope of Work (Section 4.3).
 - Submit detailed information and technical detail regarding personal and institutional data security including but not limited to privacy policies, on-line banking, fraud awareness and prevention, compliance with any/all industry standards, such as the Payment Card Industry Data Security Standard (PCI/DSS), regulations, and the methods and procedures employed to protect and defend the security and privacy of information.
 - Submit examples of all reports you can provide to the University including monthly statements, transaction reports, and quality control reports. (Section 4.3, P)
 - Submit any/ all of your organizations standard contracts or agreements that might be used to contract with the university.

- **Tab III – Project Management, Implementation & Schedule**
 - Submit detailed information regarding your approach including a detailed project plan including a timeline with major milestones and dates.
 - What role(s) would you expect the University to play regarding your solution?
 - Provide the names, function, and vita of the individuals within your organization who will be assigned to this project.
 - Submit a comprehensive marketing plan for the services you can provide and your approach to marketing the e-refund services. Submit timelines for implementation with major milestones and dates.
- **Tab IV – Price Proposal**
 - Submit a detailed, all inclusive, price proposal, please include all fees for implementation, but list them separately from other pricing.

2.6. SUBMISSION OF PROPOSALS.

2.6.1. Deadline for Receipt of Proposals. The deadline for receipt of Proposals is stated in Section 1.2.

2.6.2. Packaging and Delivery.

- A. Proposals and modifications thereof shall be submitted to University's Procurement Office via email at bids@mail.wvu.edu.
- B. The Proposer shall show the hour and date specified in the solicitation for receipt of Proposals, the solicitation number, and the Proposer's name, address, and telephone number
- C. Proposals may be withdrawn by written (via email) notice provided such notice is received prior to the hour and date specified for receipt of Proposals.
- D. The Proposer remains solely responsible for insuring that its Proposal is received before the time and date due, at the appropriate deliver address. Late Proposals will be not be considered (see the Late Submission and Modifications of Proposal paragraph, below).

2.7. PROPOSAL MATERIALS.

The Proposal material submitted in response to the RFP becomes the property of the University upon delivery to the Procurement Official and may be appended, if necessary, to any formal document which would further define or expand the contractual relationship between the University and the selected Proposer. All of the material will be considered as part of this RFP.

2.8. LATE SUBMISSION AND MODIFICATIONS OF PROPOSALS.

2.8.1. Any Proposal received after the exact time specified for receipt will not be considered unless:

- A. it is determined by the University that the late receipt was due solely to mishandling by the University after receipt at the University's Procurement office; or
- B. it is the only Proposal received.

2.8.2. Any modification of a Proposal, except a modification resulting from the Procurement Official's request for a "best and final" offer, is subject to the same conditions in Section 2.8.1.

2.8.3. Any modification of a Proposal should be prepared on company letterhead, signed by an authorized representative, and state that the new document supersedes or modifies the prior Proposals, and resubmitted to the Procurement Official as required pursuant to this RFP.

2.8.4. A modification resulting from the Procurement Official's request for a "best and final" offer received after the time and date specified in the request will not be considered unless received before award, and the late receipt is due solely to mishandling by the University.

2.8.5. The only acceptable evidence to establish:

- A. A late modification of an otherwise successful Proposal which makes its terms more favorable to the University may be considered at any time it is received and accepted.

2.9. WITHDRAWAL OF PROPOSALS.

Proposals may be withdrawn by written notice to the Procurement Official before the deadline established for receipt of Proposals. If withdrawn in writing, withdrawals must be made on company letterhead and signed by an authorized representative of the Proposer. Proposals may only be withdrawn by the Proposer's authorized representative, provided the identity of the person requesting withdrawal is established and the person signs a receipt.

2.10. PROPOSAL EVALUATION.

2.10.1. No Public Opening. Proposals shall not be publicly opened. Upon receipt of Proposals, the Procurement Official will initiate the evaluation and selection process, to include a general review to determine if Proposals comply with the solicitation provisions and contain the required information and submittals. If they do not, the Procurement Official may reject them.

2.10.2. Selection Committee. A Selection Committee will be appointed to evaluate Proposals. Appointments are at the sole discretion of the University.

2.10.3. Substantiation of Proposals. The University reserves the right to require each Proposer to substantiate any aspect of the Proposal, its own qualifications for providing the services required, and any other area of interest relative to the Proposal response.

2.10.4. Evaluation Criteria. The following evaluation factors, listed by relative order of importance, will be used in determining the best-qualified Proposal:

- | | | |
|----|---|-----------|
| A. | Qualifications & Experience – | 30 Points |
| B. | Technical Criteria – | 30 Points |
| C. | Project Management, Implementation & Schedule – | 20 Points |
| D. | Cost of Service – | 20 Points |

2.10.5. Paring Down Process. Proposals will be evaluated to determine if they are “Acceptable”, “Potentially Acceptable” (that is, susceptible of being made “Acceptable”), or “Unacceptable”. Proposals evaluated as technically “Unacceptable” shall be rejected, and will receive no further consideration for award. For Proposals determined to be technically “Acceptable” or “Potentially Acceptable” the University may:

- A. Proceed directly to award of contract; or
- B. Request clarifications and/or require oral presentations, and proceed to award of contract; or
- C. Reject Proposals determined to be “Unacceptable”, request clarifications and/or require oral presentations, and/or hold substantive discussions/negotiations with Proposers determined to be within a “competitive range” and request “best and final offers” following discussions/negotiations.

2.10.6. Competitive Range. If a competitive range is established, it will consist only of those Proposals that have a reasonable chance of being selected for award.

2.10.7. Discussions/Negotiations. If discussions/negotiations occur, they may include all aspects of the Proposals.

2.10.8. Best and Final Offers. At the conclusion of any discussions/negotiations, the Procurement Official will set a firm date and time for the submission of best and final offers.

- A. If a Proposer chooses not to submit a best and final offer, its initial Proposal, to include financials, shall be evaluated for award.
- B. If the University chooses to invoke this option, Proposals would be re-evaluated by incorporating the information requested in the best and final offer. The specific format for the best and final offer would be determined during discussions/negotiations.
- C. Turnaround time for responding to a best and final offer(s) request is usually brief (e.g., not more than five (5) business days).

2.10.9. Final Negotiations of Terms/Conditions with Best Proposer. Following the selection of the best Proposal, the University 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 University 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 University will demonstrate "good faith" in reaching a mutually acceptable contractual agreement.

- 2.10.10. Post Selection Review. After a final selection has been made and a contract successfully negotiated, the University will name an apparent successful Proposer. Identification of an apparent successful Proposer is procedural only and creates no right in the named Proposer to award of the Contract. Competing Proposers shall be notified in writing of the identity of the apparent successful Proposer.

2.11. AWARD OF CONTRACT.

- 2.11.1. Basis of Award. The University will award a contract based upon the evaluation of Proposals. The University may award a contract, based solely on initial Proposals. Accordingly, initial Proposals should be submitted on the most favorable terms from both a technical and price standpoint.
- 2.11.2. Determination of Responsibility. The Contract will be awarded to the responsible Proposer whose Proposal, conforming to the solicitation, will be most advantageous to the University, technical and price factors considered. A responsible Proposer is one who affirmatively demonstrates to the University that it has adequate financial resources and the requisite capacity, capability, and facilities to perform the Contract, has a satisfactory record of performance on other comparable projects, has a satisfactory record of integrity and business ethics, and is otherwise qualified and eligible to receive award under the solicitation and laws or regulations applicable to the procurement. The University reserves the right to investigate the capabilities of Proposers, confirm any part of the information furnished by a Proposer, and require other evidence to determine that the Proposer is responsible.
- 2.11.3. Rejection of Proposals & Waiver of Minor Informalities/Irregularities. The University reserves the right to reject any or all Proposals in part or in total for any reason, to accept any Proposal if considered best for its interest, and to waive informalities and minor irregularities in Proposals received, commensurate with best public procurement practices.
- 2.11.4. Notice of Award. Any award of a Contract resulting from this RFP will be made only by written authorization from WVU.
- 2.11.5. Terms and Conditions. The selected Proposer will be expected to enter into a contract pursuant to the requirements in this RFP, as a state entity, certain provisions are required and are non-negotiable including but not limited to 1) governing law other than the State of West Virginia, 2) clauses requiring the University to indemnify and hold harmless any third party, 3) clauses that unduly restrict or place unacceptable claims of ownership on data which are subject of the agreement/contract, and 4) clauses relating to requiring the University to enter into reimbursement arrangements relative to attorney's fees.

2.11.6. Proposer's Responsibility for Services Proposed. It is understood and the Proposer hereby agrees it shall be solely responsible for all services they propose, notwithstanding the detail present in the RFP.

2.12. CANCELLATION OF SOLICITATION.

The University may cancel this solicitation before or after receipt of Proposals in accordance with the University's Procurement Rules (see <http://pcps.wvu.edu/r/download/50217>).

2.13. COMPLAINTS OR PROTESTS.

Complaints or protests associated with this solicitation must be submitted in accordance with Section 7 of the University's Procurement Rules (see <http://pcps.wvu.edu/r/download/50217>).

3. BACKGROUND DISCUSSION.

3.1 ABOUT THE UNIVERSITY.

As a land-grant institution in the 21st century, West Virginia University delivers high-quality education, excels in discovery and innovation, models a culture of diversity and inclusion, promotes health and vitality, and builds a pathway for the exchange of knowledge and opportunity between the state, the nation, and the world.

In 1862, the U.S. Congress passed and President Abraham Lincoln signed the first Land-Grant Act (also known as the Morrill Act for its sponsor, Rep. Justin Morrill of Vermont). On October 3, 1863, the West Virginia Legislature voted to accept a grant of land totaling 150,000 acres from the federal government. Funds from the sale of this land were used to establish WVU in 1867.

The purpose of the Land-Grant Act was "the endowment, support, and maintenance of at least one college where the leading object shall be, without excluding other scientific and classical studies and including military tactics, to teach such branches of learning as are related to agriculture and the mechanic arts, in such manner as the legislatures of the States may respectively prescribe, in order to promote the liberal and practical education of the industrial classes in the several pursuits and professions in life."

In 1890, the second Morrill Land-Grant Act led to the creation of many of America's historically black colleges and universities. Today, there are 76 land-grant universities that trace their beginnings back to the 1862 or 1890 Land-Grant Acts. These universities, including WVU, constitute the core membership of the Association of Public and Land-Grant Universities ("APLU").

WVU is proud of its history as a land-grant university and remains dedicated to its land-grant mission of promoting access to higher education and applying research to meet the needs of West Virginians. The land-grant mission is at the core of WVU's identity as a university, from the Extension Service and Engineering to Public History and Health Sciences. Every WVU college and unit, from Morgantown to Montgomery and Charleston to Keyser, is an integral part of WVU's land-grant past and future.

As a Research University (High Research Activity) as classified by the Carnegie Foundation for the Advancement of Teaching, WVU faculty conduct \$177.7 million annually in sponsored contracts and

research grants. Accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools and dozens of specialized academic agencies, WVU operates on a budget approaching \$955 million a year.

WVU is Located in Morgantown, WV, population 30,293 (US Census Bureau, 2011), was rated “No. 1 Small City in America” by BizJournals.com. Business Insider named Morgantown the ninth best college town in America. Within easy traveling distance of Washington, D.C., to the east, Pittsburgh, Pa., to the north, and Cleveland and Columbus, Ohio, to the northwest. Other recent rankings: Kiplinger.com included Morgantown in their 10 great places to live list; one of “Best Sports Cities” by Sporting News; 5th “Best Small Metro” by Forbes; 12th overall “Hottest Small City” by Inc.; one of “50 Smartest Places to Live” by Kiplinger’s; and the second-ranking “Best College Town for Jobs” by Forbes. WVU has in Charleston, Keyser, Martinsburg, and Montgomery.

WVU is home to more than 8,400 faculty, staff, and graduate assistants. Fall 2013 main campus enrollment is 29,466—22,757 undergraduate, 5,077 graduate, and 1,632 professional students. Students come from 113 nations, every US state (and D.C.), and all 55 West Virginia counties. Fall 2013 WVU System enrollment is 32,348.

Fifteen colleges and schools offer 197 bachelor’s, master’s, doctoral, and professional degree programs in agriculture, natural resources, and design; arts and sciences; business and economics; creative arts; dentistry; education and human services; engineering and mineral resources; journalism; law; medicine; nursing; pharmacy; physical activity and sport sciences; public health. Hundreds of distance education and online classes are available.

WVU ranks nationally for prestigious scholarships: 24 Rhodes Scholars, 22 Truman Scholars, 36 Goldwater Scholars, two British Marshall Scholars, 2 Morris K. Udall Scholars, 5 USA Today All-USA College Academic First Team Members (and 11 academic team honorees), 9 Boren Scholars, 7 Gilman Scholars, 36 Fulbright Scholars (5 in 2012), 3 Department of Homeland Security Scholars, and 11 Critical Language Scholars.

4. SCOPE OF SERVICES AND REQUIREMENTS.

4.1. SCOPE OVERVIEW AND DETAILS.

4.1.1. General Information

WVU seeks a qualified vendor to provide a high level of service and convenience to students and parents with programs that will provide all of the following services:

- Direct deposit, full management, processing, and disbursement of student account refunds
 - Innovative technology for student account refunds
- Billing options
- Payment options(systems) that may or may not link to the state of West Virginia State Treasurer’s Office payment gateway
 - Preferred Payment options that include the ability to designate what is being paid if that is so desired For example a student may want to pay rent before their tuition charge
 - Payment options that include the ability for student/parent to enter into a payment arrangement

In addition to these three services, WVU would like to explore:

- Co-branding and/or royalty opportunities to offset University administrative costs.

The scope of services will include but may not be limited to WVU locations as follows:

- West Virginia University – Morgantown, WV
- West Virginia University Institute of Technology - Montgomery, WV and Beckley, WV
- Potomac State College of WVU - Keyser, WV
- Robert C. Byrd Health Sciences Center in Morgantown, WV
- Robert C. Byrd Health Sciences Center in Charleston, WV
- Robert C. Byrd Health Sciences Center Eastern Division - Martinsburg, WV.

The services as contemplated in this RFP must to be fully operational for the fiscal year beginning July 1, 2016. New student orientation is held the month of June 2016. Contracts will be awarded with effective dates as required to meet these requirements

The term of any agreement that may result from this request will be five (5) years with a 5-year renewal option.

4.2 Current Program Information

Student Account Refund System

The definition of a Student Account Refund is the disbursement of any student account credit balance after tuition, fees, financial aid, and other transactions have been applied and cleared. The University currently utilizes its “Banner” student accounts system and its Oracle general accounting system in conjunction with its incumbent provider (PNC Bank) to process all student refunds. The University processed approximately 52,000 refunds in the fiscal year ended June 30, 2015 effecting more than 20,000 students. The average refund was approximately \$2,300. Refunds are distributed to students daily

Student Billing Data

# of students invoiced for	
Fall 2014	32,575
Spring 2015	30,749
Summer 2015	12,676
Fall 2015	31,992

# of students enrolled in external payment plan	
Fall 2014	1,415
Spring 2015	1,581
Summer 2015	503
Fall 2015	1,714

4.3 Mandatory Requirements

- A. All three services are required. Proposals from firms unable to provide these services will not be considered.
- B. Interface with Ellucian's Banner application.
- C. Duly licensed and able to provide services in the State of West Virginia
- D. Vendor must have proven experience in working interfacing to Ellucian's Banner application and complying with the US Department of Education's regulations.
- E. A member of the Automated Clearing House.
- F. PCIDSS certified and able to present PCIDSS reports/certifications on a periodic basis, at least annually, and be able to demonstrate that their technology resources and debit card operations undergo and pass annual security audits, such as SYS-TRUST audits.
- G. In compliance with all applicable State of West Virginia, Federal and industry statutes and regulations.
- H. Upon termination of any contractual agreement that may result from this RFP, the University may choose to select a different Vendor to serve as its Vendor partner. The University requires the capability to transition this process to a new Vendor, and to accommodate any current account holders that would like to transfer to the new vendor.
- I. The Vendor solution must provide secure real-time and batch processed communication and data with University Financial Systems, creating a simple and efficient processes for the University to update account holder and financial information.
- J. WVU requires electronic student account refund disbursement with same-day funds availability to: 1) any domestic (USA) financial institution of the student choosing via ACH; 2) the option to receive student account refunds by paper check mailed to the student's and/or parent's address as confirmed by the student/parent; or 3) other innovative solutions offered by the respondent.
- K. Vendor must assume the responsibility of filing unclaimed property reports with any applicable State, and/or returning Department of Education dollars to the University for return to the Federal Government.
- L. The Vendor must provide a secure co-branded website, maintained entirely by the Vendor and approved by WVU for the purpose of communicating information and facilitating transactions
- M. The Vendor must provide the University with the capability to coordinate electronic interchange of data necessary to effectively maintain services to our customers.

- N. Customer Service access must be available 24 hours per day, 7 days a week with personal contact through a toll-free number and internet-based self-service system. The University will have no liability for fraudulent use.
- O. The Vendor must provide all marketing support. WVU will assist the Vendor in promoting the refund (and related services) program to students, and the Vendor will supply printed material, make personal presentations on campus, employ other commonly used marketing methods. All marketing efforts will be approved in advance and will be coordinated with West Virginia University.
- P. The Vendor will supply monthly reports to the University summarizing the transaction activity.
- Q. Disaster Recovery Plan: Please provide a detailed disaster recovery plan for each of the above services which include the Cashiering Solution, Online Billing and Payment Gateways and Tuition Payment Plans.
- R. Please detail when system upgrades will occur.
- S. What type of data backup and recovery mechanisms are in place?
- T. Firm must be able to securely transmit and receive data files in the format designated by the University.
- U. Describe how the Vendor will ensure compliance with PCI standards and PIN transaction security.
- V. Vendor must identify co-branding or royalty opportunities to offset University administrative costs and/or compensate the University for use of its licensed trademarks and good will in any co-branded relationships. Sharing or selling personal information to third parties is prohibited.
- W. Vendor must provide all labor, training, materials and equipment, as well as any other necessary items to perform the services described herein.
- X. The security of our student data is critical. Therefore, please provide a list of every material data security breach or violation within the past two years, including a description of the data breached and the number of customers or accounts affected.
- Y. Do you require Social Security Numbers to issue refunds to student?
- Z. Please describe your procedure to reverse refund payments in case of error or ineligibility.
- AA. Are there any claims or lawsuits, pending/settled, related to these services against the vendor? If yes, please explain.

- BB. Explain in detail any estimated cost savings and cost avoidance your services can provide to the business operations at the University.
- CC. The University requires that the Vendor handle all funds disbursement exceptions. Please describe, in detail, exactly how the Vendor will address the following:
- error resolution
 - lost/stolen checks
 - incorrect or missing payments
 - bad address
 - incorrect account information
 - other.
- DD. The Vendor must notify students of the distribution of financial aid refunds in a manner that meets all Title IV regulations.
- EE. Describe the mobile communications and capabilities available to students.
- FF. What is available for hearing and visually impaired students?

5. TERMS AND CONDITIONS

5.1. GENERAL.

The following terms and conditions shall apply to any contract entered into by the Proposer (Vendor) and the University as a result of this RFP:

- 5.1.1. Vendor shall promptly commence and diligently prosecute the Services in a safe, careful, skillful, efficient and workmanlike manner in accordance with recognized methods and practices, in compliance with all lawful policies of the University, and in compliance with all federal, state and local laws, rules and regulations, orders and permits, now existing or hereinafter enacted with respect to the Services and the Vendor, including but not limited to, laws relating to equal employment opportunity, as well as all generally accepted standards applicable to such work.
- 5.1.2. Vendor shall certify that it does not owe any debt or delinquent taxes to the State of West Virginia at the time of execution of any PO/Contract issued, if any, pursuant to this RFP as required by W. Va. Code § 5A-3-10a.
- 5.1.3. Vendor shall certify and warrant that to its knowledge, no officer or employee of the State of West Virginia or University has participated in any decision relating to any PO/Contract issued, if any, pursuant to this RFP which affects his/her personal interest or the interest of any corporation, partnership, or association in which they are directly or indirectly interested, as set forth in W. Va. Code § 6B-1-2, et seq. (2010).
- 5.1.4. Vendor shall certify and warrant that it (a) has full power and authority to enter into any PO/Contract issued, if any, pursuant to this RFP and (b) will not hereafter enter into any

agreement or understanding with anyone else that might conflict with such PO/Contract entered into by University and Vendor.

- 5.1.5. Unless otherwise directed by University in writing, Vendor shall secure all necessary permits, licenses, bonds (if applicable) and identification numbers required to perform the Services and shall pay all fees in connection therewith. Vendor shall be fully responsible for compliance with same and shall fulfill all obligations in relation thereto. If requested, Vendor shall provide University with copies of all permits, licenses, bonds and identification numbers required to perform the Services.
- 5.1.6. Vendor shall provide to University all documentation necessary and required to show proof of insurance and proof of Workers' Compensation coverage prior to University 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 University
- 5.1.7. Upon request, vendor must provide cyber liability insurance documents which will explain how WVU data resident in the vendor's system is protected in the event of a system compromise or a data disclosure.
- 5.1.8. Vendor shall perform the Services as an independent contractor. University is interested only in the results to be achieved and compliance by Vendor with the terms and conditions of any PO/Contract issued, if any, pursuant to this RFP and all applicable laws. The conduct and control of the Services shall lie solely and exclusively with Vendor. Neither Vendor nor any of its agents, employees, subcontractors, servants or invitees (collectively "Vendor's Employees") shall be considered an agent or employee of University, nor shall anything in any PO/Contract issued, if any, pursuant to this RFP be construed as creating a single enterprise or joint venture, for any purpose. Vendor's Employees are not entitled to any benefits provided by University for its employees. However, the work shall be subject to the right of inspection and approval by University and all applicable governmental authorities. Vendor shall be solely responsible for the acts of Vendor and Vendor's Employees during the performance of the Services.
- 5.1.9. Examination of Records and Vendors Progress. The University shall have access to and the right to examine any pertinent books, documents, papers, and records of Vendor involving transactions related to any PO/Contract issued, if any, pursuant to this RFP until the expiration of three years after final payment is made to Vendor under such PO/Contract. In the performance of the Services, Vendor has the authority to control and direct the performance of the details of the work, the University being interested only in the results obtained. However, the work contemplated any PO/Contract issued, if any, pursuant to this RFP must meet the University's standards and approval and shall be subject to the University's general right of inspection and supervision to secure the satisfactory completion thereof.
- 5.1.10. Publicity. It is also agreed that no advertising publicity matter having or containing any reference to West Virginia University, or in which the name is mentioned, shall be made use of by the Vendor or anyone on the Vendor's behalf unless and until the same shall have first been submitted to, and received the written approval of, an authorized representative of the University.

- 5.1.11. Non-Discrimination. The Vendor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
- 5.1.12. Intellectual Property. All of the materials developed by Vendor and all materials prepared for and delivered to the University by Vendor under any PO/Contract issued, if any, pursuant to this RFP shall belong exclusively to the University and shall be deemed to be works made for hire and the University shall be the sole owner of all copyright and other proprietary rights (both tangible and intangible), title and interest therein, including the right to revise, edit, and distribute same. Notwithstanding the foregoing, nothing contained in any PO/Contract issued, if any, pursuant to this RFP shall convey or transfer ownership of or rights to Vendor's Intellectual Property. For the purpose of any PO/Contract issued, if any, pursuant to this RFP, Vendor's Intellectual Property shall mean and include those tools, templates, reporting formats and other items or artifacts that Vendor employs as part of its normal business. In the event Services resulting from any PO/Contract issued, if any, pursuant to this RFP include such Vendor's Intellectual Property, then Vendor shall grant an limited, royalty free, exclusive right to University to use such Vendor's Intellectual Property as it deems fit to carry out the purposes contemplated by any PO/Contract issued, if any, pursuant to this RFP .
- 5.1.13. Indemnification. Vendor shall agree to indemnify, defend, and hold whole and harmless the University, its affiliates, and their respective Board of Governors, officers, employees and agents (collectively, the "Indemnified Parties") from and against all claims, demands, causes of action, losses, costs and expenses, including without limitation reasonable attorneys' fees and costs of defense (collectively, "Losses"), arising out of or incident to (a) Vendor's (product) performance under any PO/Contract issued, if any, pursuant to this RFP, (b) the presence of Vendor, its employees, agents or invitees on University premises, (c) any breach of any warranty of Vendor contained in any PO/Contract issued, if any, pursuant to this RFP , and (d) any claim of patent, trademark, copyright, franchise or other intellectual property infringement by goods and/or service provided by Vendor pursuant to any PO/Contract issued, if any, pursuant to this RFP ; provided that Vendor shall not be liable for Losses to the extent caused by the negligence or willful misconduct of any Indemnified Party. W. Va. Const. Art. VI § 35 and Art. X § 6 do not allow University to hold harmless or indemnify Vendor.
- 5.1.14. Insurance. During the term of any PO/Contract issued, if any, pursuant to this RFP, Vendor shall procure, at its own expense, and maintain for the duration of the PO/Contract, the following insurance coverage from insurers licensed or registered to do business in the State of West Virginia: (a) Commercial general liability insurance of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate; (b) Worker's Compensation insurance in accordance with applicable statutory limits (c) Commercial Automobile insurance in the amount of \$1,000,000 per occurrence for all owned, non-owned, hired, leased, rented, and employee non-owned vehicles, (d) where applicable, professional liability insurance of \$1,000,000 per claim/loss and \$2,000,000 annual aggregate, with proof that coverage shall

remain in effect for a minimum of three years from the date of completion of the project, Vendor shall provide such other insurance as may be required by law. All insurance carried by Vendor in connection with the Services shall list University as an additional insured and such insurance shall be primary and not contributory as to any other insurance the University may have in effect. The Vendor shall provide a certificate of insurance to the University evidencing required coverage prior to commencement of the Services. All policies shall provide a minimum of thirty (30) calendar day's written notice prior to cancellation or material change. The insurance companies providing the above described coverage shall have an AM Best Rating of no less than (A-) excellent.

- 5.1.15. University does not express any opinion as to the sufficiency of the liability limits set forth above. The insurance required under any PO/Contract issued, if any, pursuant to this RFP is not a limitation of any liability of Vendor.
- 5.1.16. FERPA. Vendor shall agree to abide by the Family Education Rights and Privacy Act of 1974 ("FERPA") and University's FERPA Policy found at <http://ferpa.wvu.edu/policy> including FERPA's limitations on re-disclosure as set forth in 34 C.F.R § 99.33(a)(2).
- 5.1.17. HIPAA. 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.
- 5.1.18. Confidentiality of Information. In order for the Vendor to effectively provide the Services required under any PO/Contract issued, if any, pursuant to this RFP, it may be necessary or desirable for the University to disclose to the Vendor confidential and proprietary information and trade secrets pertaining to the University's past, present and future activities. The Vendor shall agree to treat information which has been designated to the Vendor by the University in writing as being confidential and proprietary information or trade secrets in a confidential manner. The Vendor shall further agree that it will not disclose any such information so designated to anyone outside of the University during the period of any PO/Contract issued, if any, pursuant to this RFP or thereafter without the prior written consent of the University, unless the Vendor is required to disclose any such information for the following reasons: 1) To comply with a legal or court order, 2) to defend itself or pursue its legal rights in a legal proceeding, or 3) to protect the health, safety, or welfare or others.
- 5.1.19. Termination. University reserves the right, in its sole discretion, to terminate any PO/Contract issued, if any, pursuant to this RFP, in whole or in part, without penalty, upon written notice to Vendor. Such notice shall be delivered pursuant to any notice provision in such PO/Contract. Upon receipt of such notice, the Vendor shall, as notice directs: 1) discontinue all services affected; and 2) deliver to the University all data, reports, summaries, and such other information and materials as may have been prepared for and/or accumulated by the Vendor in performing its obligations under any PO/Contract, whether completed or in

progress. Vendor will be compensated for Services provided pursuant to any PO/Contract issued, if any, pursuant to this RFP to the effective date of termination only.

- 5.1.20. Force Majeure. Neither Vendor nor University shall be liable for any failure or delay in its performance of any PO/Contract issued, if any, pursuant to this RFP if such failure or delay is directly or indirectly occasioned by an event of Force Majeure. For purposes hereof, "Force Majeure" means any event beyond the control of either party and which is relied upon by either party as justification for delay in, or as excuse from complying with, any obligation required of the party under any PO/Contract issued, if any, pursuant to this RFP, including, but not limited to: (i) an act of God, war, terrorism, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) any act of any federal, state, county or local court, administrative agency or governmental office or body that stays, invalidates or otherwise affects any PO/Contract issued, if any, pursuant to this RFP, the operation of, or any permits or licenses associated with or related to, the Services; (iii) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county or local law, rule, permit, regulation or ordinance after the date of execution of any PO/Contract issued, if any, pursuant to this RFP, applicable to the obligations hereunder, including, without limitation, such changes that have a substantial or material adverse effect on the cost of performing the obligations herein; (iv) any work stoppages, strikes, picketing, labor dispute, or similar activities at the Premises; (v) the institution of a legal or administrative action or similar proceeding by any person or entity that delays or prevents any aspect of the Services. In the event of Force Majeure, and during the continuance thereof, the obligations under any PO/Contract issued, if any, pursuant to this RFP shall be suspended and neither party shall have any liability to the other due to such event of Force Majeure or such suspension. If the Force Majeure continues unabated for a period of sixty (60) days and renders either party unable, wholly or in part, to carry out any material part of its obligations under any PO/Contract issued, if any, pursuant to this RFP, then either party shall have the right to terminate any PO/Contract issued, if any, pursuant to this RFP and shall not have any liability to the other party other than any monetary obligations to the other which has become due prior to the date of such termination.
- 5.1.21. Changes. The University may, from time to time, require changes in the scope of the Services of the Vendor to be performed under any PO/Contract issued, if any, pursuant to this RFP. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by the parties, shall be incorporated by written amendment.
- 5.1.22. Jurisdiction; Governing Law. The laws of the State of West Virginia shall govern the interpretation and enforcement of any PO/Contract issued, if any, pursuant to this RFP. All disputes arising out of related to any PO/Contract issued, if any, pursuant to this RFP shall be filed by Vendor in the West Virginia Court of Claims in Kanawha County or filed by University in a court of competent jurisdiction.
- 5.1.23. Successors and Assigns. Any PO/Contract issued, if any, pursuant to this RFP shall bind and benefit the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns. The personal skill, judgment and abilities of the Vendor are an essential element of any PO/Contract issued, if any, pursuant to this RFP. Therefore, although the parties recognize that the Vendor may employ qualified personnel to provide services under the Vendor's supervision, the Vendor shall not assign, transfer or

subcontract any portion of the services to another party without the prior written consent of the University.

5.1.24. Payment Terms: West Virginia's standard payment terms are Net 30 (2% 10, Net 30).

5.1.25. Taxes: West Virginia University is tax exempt, no taxes shall be included in your pricing.

5.1.26. Warranty: Vendor hereby warrants that all products supplied hereunder shall be free and clear of all liens and encumbrances, that Vendor has good and merchantable title, and that each of the products at the time of shipment shall not be adulterated or misbranded while in Vendors possession and shall at the time of shipment be free from defects caused by Vendor. Vendor shall use reasonable efforts to obtain warranties and representations from its suppliers that the goods to be furnished hereunder are free from defects, pure, unadulterated, and of first rate quality and that they shall be merchantable and fit for the ordinary purpose for which they are intended.

5.1.27. Security Assessment. Prior to contract completions a security assessment needs to be completed to ensure that the new system does not introduce vulnerabilities across the WVU IT enterprise. A security assessment is in two formats. For systems which will be hosted at WVU an application security scan must be completed with the results in compliance with WVU Information Security Services standards. For systems hosted by the vendor an application security scan must be completed along with completing an information security questionnaire.

APPENDIX I: MANDATORY PROPOSAL SUBMISSION FORMS

West Virginia University

Procurement, Contracting and Payment Services

Request for Proposals #90003585H

Student Refund Services

Address and Deliver Proposals to:

Eva Hajian
West Virginia University
Procurement, Contracting & Payment Services
bid@mail.wvu.edu

Include the following information on outside of shipping container.

RFP: #90003585H

Date Due: March 1, 2016

Time Due: 4:00 p.m. EDT

Name of Firm: _____
("Proposer")

Firm Contact: _____

Phone: _____

Fax: _____

E-mail: _____

Mailing Address: Enter Address:

Enter Address:

Enter City:

Enter State:

Enter Zip Code:

This Appendix 1 shall appear as the first page of the Proposal response.

By submitting a Proposal in response to West Virginia University Request for Proposal, the Proposer certifies the following:

1. Proposer has not had and will not have discussions or communications regarding this solicitation with any other individuals associated in any capacity with the University, its employees, consultants, contractors or members of its Board of Governors, other than the Procurement Official. If the Proposer has had discussions or communications, whether initiated by the Proposer or by other University employees, consultants, contractors or members of its Board of Directors, the Proposer shall attach to this form, a full description of its discussions or communications or provide prompt written notice to the Procurement Official if the discussion or communication occurred after Proposal submission.

2. The Proposal has been developed independently, without consultation or agreement with any individuals associated in any capacity with the University, its employees, consultants, contractors or members of its Board of Governors;
3. The Proposal has been developed independently, without consultation, communication or agreement with any other vendor or parties for the purpose of restricting competition;
4. No attempt has been made or will be made by Proposer to induce any other Proposer to submit or not to submit a Proposal for the purpose of restricting competition;
5. No relationship exists or will exist during the contract period between Proposer and the University that interferes with fair competition or as a conflict of interest; and
6. Proposer has not and will not offer or give any gratuities (in the form of entertainment, gifts, or otherwise) directly or indirectly, to any person or employee of the University with a view toward securing favorable treatment in the awarding of any potential Agreement resulting from this solicitation.

LIABILITY

Proposer agrees to indemnify and save and hold the University, its agents and employees harmless from any and all claims or causes of action arising out of this RFP by Proposer or Proposer's agents or employees.

DISCLAIMERS

This RFP does not obligate West Virginia University to award a Contract or complete the proposed project, and WVU reserves the right to cancel this RFP with or without cause or notice. Proposers must include the required information called for in this RFP. WVU reserves the right to reject a Proposal if required information is not provided or is not organized as directed.

ACKNOWLEDGMENT OF AMENDMENTS:	Addenda #	Date	Addenda #	Date
The above Proposer acknowledges receipt of the following addenda to the solicitation: (Identify addendum number and date of each.)				

This Proposal is submitted by:

Name:

(print or type)

Title:

(print or type)

Signature: