

**REQUEST FOR PROPOSALS**  
**FOR**  
**THE TEXAS STATE UNIVERSITY SYSTEM**  
**AUSTIN, TEXAS**

**COMMERCIAL COLLECTION**  
**AGENCY SERVICES**

***RFP NO.:***

**758-18-00054**

***All Proposals Must Be Received By:***

**March 16, 2018 - 3:00 p.m. (C.S.T)**

***Prepared By:***

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The Texas State University System  
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**REQUEST FOR PROPOSALS  
FOR  
COMMERCIAL COLLECTION AGENCY SERVICES  
FOR  
THE TEXAS STATE UNIVERSITY SYSTEM  
RFP NO.: 758-18-00054**

**SECTION 1 – GENERAL INFORMATION & REQUIREMENTS**

- 1.1 **GENERAL INFORMATION:** The Texas State University System (TSUS) (“System”) and its component Institutions (“Component(s)”) are requesting competitive proposals from qualified Commercial Collection Agencies for the collection of delinquent institutional loans, tuition receivable accounts, and miscellaneous accounts receivables (parking, fees, bookstore, housing, etc.). This solicitation sets forth, at a minimum, the specifications, terms, conditions, and requirements to be considered for this solicitation. TSUS will select the Proposal that offers the “best value” based on the published selection criteria and on its ranking evaluation of submitted proposals. Prospective entities submitting their proposals in response to this solicitation are called “Respondents”, “Vendor”, or “Proposers” herein.
- 1.2 **PUBLIC INFORMATION:** By submission of this agreement, [Vendor] acknowledges that the agreement, and the contents of any underlying proposals or other documents provided to [TSUS] in response to a competitive bid process from which the Agreement resulted, are public information under the Texas Public Information Act (Texas Government Code Chapter 552). [Vendor] agrees that [TSUS] may provide a copy of the Agreement and/or bid documents in response to a public information request, post the Agreement on its public website, or otherwise release the contents of the Agreement and/or bid documents at [TSUS’s] discretion and without prior notice to [Vendor]. Vendor acknowledges that the TSUS strictly adheres to all statutes, court decisions, and the opinions of the Texas Attorney General with respect to disclosure of public information.
- 1.3 **CLARIFICATIONS AND INTERPRETATIONS:** Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued formally by TSUS as a written addendum. Addenda, if required, will be issued by TSUS for this RFP via the Texas Electronic State Business Daily at: <http://esbd.cpa.state.tx.us/> . It is the responsibility of all Respondents to check the status of formal addenda before the submission deadline and to obtain this information in a timely manner. **All such addenda issued by TSUS before the submittals are due shall be acknowledged by Respondents and incorporated into their response to the RFP.**
- 1.4 **EXECUTION OF OFFER:** Please complete, sign and return the attached Execution of Offer (Section 5) as part of the proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. **Failure to sign and return the Execution of Offer will result in the rejection of the proposal.**
- 1.5 **PROPOSER QUESTIONS:** After the RFP is advertised, proposers will have until **Friday, February 9, 2018 at 3:00 p.m. (C.S.T.)**, to submit written questions for clarification of the proposal. Send questions to TSUS’s Point-of-Contact listed under Section 1.6. All questions submitted and received will be reviewed, consolidated where possible, and answered in one addendum to the proposal. The addendum will be posted on the Texas Electronic State Business Daily at: <http://esbd.cpa.state.tx.us/>. Addenda are usually posted within 2 business days unless the questions involve legal issues or complex subjects. It is the proposer's responsibility to continually check the website for Addenda.

- 1.6 **POINT-OF-CONTACT:** TSUS designates the following person as its representative and Point-of-Contact for RFP No. 758-18-00054:

Mr. Daniel Harper, Vice Chancellor for Finance  
The Texas State University System  
601 Colorado Street  
Austin, Texas 78701-2407  
[daniel.harper@tsus.edu](mailto:daniel.harper@tsus.edu)

Respondents shall restrict all contact with TSUS and direct all questions regarding this RFP, including questions regarding terms and conditions, in writing, via email, to the Point-of-Contact person no later than **Friday, February 9, 2018 at 3:00 p.m. (C.S.T.)**.

- 1.7 **SUBMISSION OF PROPOSALS:** TSUS will receive Proposal, including HUB Plan, for RFP No. 758-18-00054 at the time and location described below. The Proposer (not the carrier/mail service/other or TSUS) is solely responsible for ensuring that the proposal is received prior to the specified opening date and time as specified on the RFP form.

**PROPOSALS MUST BE RECEIVED BY:**

March 16, 2018 - 3:00 p.m. (C.S.T.)

**PROPOSALS ARE TO BE SUBMITTED TO THE FOLLOWING POINT-OF CONTACT PERSON:**

Mr. Daniel Harper, Vice Chancellor for Finance  
The Texas State University System  
601 Colorado Street  
Austin, Texas 78701-2407

- 1.7.1 Proposer should submit one (1) paper copy (including HUB plan) and one (1) complete copy (including HUB plan) of its entire proposal in Adobe Acrobat PDF format on a USB drive to the attention and address listed above. A signature by an authorized officer of Proposer must appear on the Execution of Offer included in the submitted proposal.
- 1.7.2 Unacceptable Proposal Delivery Methods: TSUS will not accept proposals submitted on paper, by telephone, facsimile (fax) transmission, or electronic email submission in response to this RFP.
- 1.7.3 Proposal Envelope/Box/Container: Each proposal should be placed in an envelope, box, or container that is completely and properly identified with the RFP number, due date and time. It is the proposer's responsibility to have the proposal correctly marked and to TSUS' point of contact by the specified date and time for receipt.
- 1.7.4 Format for Proposal: Proposer should submit their complete proposals in **Adobe Acrobat PDF format** using substantially the following format in terms of order of content. Proposer shall make every effort to present the required information in a detailed, orderly, and compact presentation. Proposer should provide visual examples of functionality to clarify and reinforce key product features and services. Long or elaborate proposals are not desired.

- Cover page
- Execution of offer, including pricing page(s)
- Table of Contents
- Executive Summary of Proposal
- Company Information and History: including, but not limited to the following
- Company name, Federal Tax Identification Number, company address, contact information (company and proposer’s representative)
- All required information as requested in the Evaluation Criteria and in Requirements and Specifications as well as any additional information the Proposer feels is relevant to their proposal
- The Proposer’s HUB Plan and all required HUB documentation

NOTE: The above listing of items to be included in the proposal submission is a summary provided to aid proposers in putting together their proposal package. Any items stated in other sections of the RFP, but not listed in this section, are still required to be provided as part of the proposal submission.

- 1.8 **EVALUATION OF PROPOSALS:** It is the intent of the Texas State University System to award a contract to the responsible, responsive Proposer that submits a proposal that meets the minimum criteria set forth herein, and that represents the best value to the System.

All properly submitted Proposals will be reviewed, evaluated, and ranked by TSUS. Proposals will be evaluated by a review panel on the basis of the criteria listed below. Relative weights of the criteria are listed below. Only criteria designated in the solicitation can be considered in the award determination.

- 1.8.1 **EVALUATION CRITERIA WEIGHTED VALUES:** Evaluation factors will be weighted as follows:

- 25 Points Respondents proposed cost of services.
- 20 Points Respondents qualifications and background
- 20 Points Respondents plan and strategy for performing services
- 15 Points Respondents organizational and staff structure
- 10 Points Respondents references from current clients and general reputation within the industry
- 10 Points Respondents business history and financial stability

- 1.9 **TSUS’ RESERVATION OF RIGHTS:** TSUS may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. The TSUS reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit for new Proposals, or to reject any and all Proposals and temporarily or permanently abandon the Project. TSUS makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

- 1.10 **ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting its Proposal in response to this RFP, Respondent accepts the evaluation process and acknowledges and accepts that the determination of the “best value” firm(s) will require subjective judgments by TSUS.

- 1.11 NON-REIMBURSEMENT FOR COSTS: Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFP process shall be at the sole risk and responsibility of the Respondent. Respondents submit Proposals at their own risk and expense.
- 1.12 HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS: It is the policy of The Texas State University System and each of its component institutions, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. Accordingly, TSUS has adopted the Policy on Utilization of Historically Underutilized Businesses. The Policy applies to all contracts with an expected value of \$100,000 or more. If TSUS determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the Proposal. **Failure to submit a required HUB Subcontracting Plan will result in rejection of the Proposal.**
- 1.12.1 TSUS has determined that subcontracting opportunities are probable for this solicitation.
- 1.12.2 Forms and Policy on Historically Underutilized Business can be found on the Texas State Comptrollers website at:  
<https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>
- 1.13 CERTAIN PROPOSALS AND CONTRACTS PROHIBITED: Under Section 2155.004, Texas Government Code, a state agency may not accept a proposal or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the proposal or contract is based. All vendors must certify their eligibility by acknowledging the following statement, "Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate." If a state agency determines an individual or business entity holding a state contract was ineligible to have the contract accepted or awarded as described above, the state agency may immediately terminate the contract without further obligation to the vendor. This section does not create a cause of action to contest a proposal or award of a state contract.
- 1.14 CERTIFICATION OF FRANCHISE TAX STATUS: Respondents are advised the successful Respondent will be required to submit certification of franchise tax status as required by State Law (H.B. 175, Acts 70th Leg. R.S., 1987, Ch. 283, p. 3242). The Proposer agrees each subcontractor and supplier under contract will also provide a certification of franchise tax status.
- 1.15 DELINQUENCY IN PAYING CHILD SUPPORT: Under Section 231.006, Family Code, the vendor or applicant certifies the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 1.16 CONFLICTS/CONTACT: Respondents shall not contact existing members of the Board of Regents, TSUS employees, including all of System's component Institutions during the open period.
- 1.17 OWNERSHIP AND USE OF WORK MATERIAL: All work material, whether or not accepted or rejected by TSUS, is the sole property of TSUS and for its exclusive use and re-use at any time without further compensation and without any restriction.

- 1.18 VALIDITY PERIOD: Each proposal should state that it will remain valid for a minimum of one hundred and eighty (180) days after the submittal deadline to allow time for evaluation of proposals, award determination, and any unforeseen delays.
- 1.19 CONTRACT ADMINISTRATION: Contract administration will be by TSUS and each Component. Proposer shall provide, as part of their response, a copy of Proposer's Standard Contract Agreement. TSUS, at its discretion, may choose to use this contract, with appropriate amendments and changes, or its own contract.
- 1.20 TERMINATION/CANCELLATION: TSUS may terminate this Agreement for any reason upon thirty (30) days written notice to the other party.
- 1.21 PRESENTATIONS: TSUS may, at its sole discretion, invite selective responsive firm(s), at the firm(s) expense, to give an oral presentation and respond to questions. Presentations, at TSUS's discretion, may be either on site at TSUS's Offices in Austin, Texas or by video conference.
- 1.22 NEGOTIATIONS: If possible, an award will be made without holding negotiations. If negotiations are necessary, they will be scheduled after all proposals are evaluated. Negotiations will only be held with proposer(s) who have a reasonable chance of receiving contract award. Therefore, do not anticipate negotiations being held. Best and Final Offers will only be requested if negotiations are held. Therefore, you are strongly encouraged to submit your best offer at the time proposals are due.
- 1.23 MULTIPLE AWARDS AND UTILIZATION: It may be determined that having the Services requested under this RFP provided by multiple Proposers is more advantages to TSUS and its Components. TSUS reserves the right to make multiple awards against this RFP. TSUS will pay only for the services utilized and makes no guarantee of a maximum amount paid over the course of any contract resulting from this RFP.

## SECTION 2 – OVERVIEW

- 2.1 DESCRIPTION OF TSUS: The Texas State University System, founded in 1911, is the first higher education system established in Texas. Beginning as an administrative means to consolidate the support and management of state teacher colleges, the System has evolved into a network of higher education institutions stretching from the Texas–Louisiana border to the Big Bend region of West Texas.

Today, eight component institutions offer a broad range of academic and career opportunities. Throughout the System, faculty and staff are preparing students to work in and contribute to our global society. The Texas State University System and its Components covered under this Request for Proposal are:

- The Texas State University System Administration, Austin, Texas
- Lamar University, Beaumont, Texas
- Sam Houston State University, Huntsville, Texas
- Sul Ross State University, Alpine, Texas
- Texas State University, San Marcos, Texas
- Lamar Institute of Technology, Beaumont, Texas



- Lamar State College - Orange, Orange, Texas
- Lamar State College - Port Arthur, Port Arthur, Texas
- Sul Ross State University Rio Grande College, Uvalde, Texas

The Texas State University System is governed by a nine-member Board of Regents appointed by the governor. In addition, a nonvoting student regent is appointed annually to the board. The administration, which is headed by a board-appointed chancellor, is based in Austin, where it provides support to the System components and state government.

2.2 **PROJECT DESCRIPTION:** The Texas State University System and its component Institutions through this Request for Proposals is seeking the services of a qualified Commercial Collection Agency for the collection of delinquent institutional loans, tuition receivable accounts, and miscellaneous accounts receivables. This solicitation sets forth, at a minimum, the specifications, terms, conditions, and requirements to be considered for this solicitation. TSUS reserves the right to make multiple awards under this RFP. TSUS will select the Proposal that offers the “best value” based on the published selection criteria and on its ranking evaluation of submitted proposals.

2.3 **PERFORMANCE PERIOD/OPTION TO EXTEND THE TERM:** The initial contract term shall be for one (1) year, beginning on or before June 1, 2018 and continuing through May 31, 2019. TSUS may renew the contract: for up to three (3) one (1) year terms. Notice of renewal to be issued in writing at least thirty (30) days prior to the end of the current performance period. The total duration of the contract, including the exercise of renewals, shall not exceed four (4) consecutive years.

2.4 **REQUIRED TIMELINE:**

2.4.1	Publish RFP .....	January 9, 2018
2.4.2	Deadline for Written Questions (3:00 p.m.) .....	February 9, 2018
2.4.3	RFP Due Date (3:00 p.m.) .....	March 16, 2018
2.4.4	Anticipated Award of Contract .....	May 4, 2018
2.4.5	Anticipated Contract Start Date .....	June 1, 2018

**SECTION 3 – TSUS REQUIREMENTS AND SPECIFICATIONS**

3.1 **PROPOSER’S OPERATIONAL QUALIFICATIONS AND RESPONSIBILITIES:** Proposer shall, at a minimum, meet the operational qualifications and responsibilities as listed below.

3.1.1 Proposer must be licensed to solicit business and collect debts in the State of Texas. Proposer must submit copy of such license as part of its Proposal. In addition, Proposer must have the ability to operate throughout the United States and have the ability to collect accounts outside the United States.

3.1.2 Proposer must realize that its ability to provide comprehensive services to meet the needs of TSUS and its Components will be a prime factor in the selection of a company to supply these services.

3.1.3 Proposer must own and operate adequate facilities and equipment devoted to performance so that the end product conforms with the intent of the RFP specifications. Proposer will not be permitted to subcontract operations and/or equipment relating directly to the

collection of accounts (except for those accounts, which must be collected outside of the United States). Proposer must be able to accept accounts as of the first day of the contract. Proposer must make initial contact with borrower within five days of account placement by TSUS.

- 3.1.4 Proposer must exercise strict quality control and inspection in every aspect of performance of the services.
- 3.1.5 Proposer must have a staff with experience as detailed in the RFP specifications who will furnish the required services.
- 3.1.6 Proposer must have been engaged for a minimum of two years during the preceding five years as a company doing business in the collection of delinquent student accounts.
- 3.1.7 Proposer shall appoint one representative who will have responsibility and authority for TSUS and Component accounts and provide a resume of that individual.
- 3.1.8 Staff Experience: The Management/Project Team for this Proposal must include not less than five individuals with at least two years' experience in the collection of student accounts. The Management/Project Team as a whole must present at least 50 years' experience in collections with a minimum of 25 years in the collection of student accounts.
- 3.1.9 Training: The Proposer must require all new collections employees to successfully complete not less than 120 hours training and must provide all employees not less than 50 hours of continuous training annually.
- 3.1.10 Proposer must maintain a fidelity bond in the amount of no less than \$100,000 to protect the University's assets. The bond must be obtained from an insurance company licensed to conduct fidelity business in the home state of the Proposer and which has earned an A.M. Best Company, Inc. Rating of A or better as reflected in their most current publication. The Proposer must agree to maintain such bond until one year after the completion of the contract.
- 3.1.11 Proposer shall be responsible for compliance with the regulations governing third-party servicers and additional accountability requirements as stated in 34 CFR Section 668.25. Proposer as a third-party servicer, will assume joint and several liabilities with TSUS and its Components for any violation by Proposer of any statutory or regulatory provision applicable to Title IV programs.
- 3.1.12 Proposer shall not under any circumstances, use any threats, intimidation, harassment, or any unfair collection practices in the collection of accounts or violate any guidelines established by federal, state, and local laws, regulations, and rules affecting the work and shall maintain all required protection for property, employees, and public.
- 3.1.13 Proposer must have participated actively in the higher education community for the past three years as demonstrated by memberships in the National Association of University and University Business Officers (NACUBO), the Coalition of Higher Education Assistance Organizations (COHEAO) and other professional organizations.

- 3.1.14 Proposer agrees to accept for collection all accounts which TSUS and/or its Components refer to the Proposer for collection. The number and origin of these accounts shall be determined by TSUS and its Components.
- 3.1.15 Proposer shall acknowledge to TSUS and/or its Components accounts received by Proposer for collection. Proposer shall transmit this acknowledgment no later than seven business days after accounts are referred to Proposer.
- 3.1.16 Proposer agrees to return accounts with a record of any contacts made with the borrower, including current address and telephone number including cell phone numbers.
- 3.1.17 Proposer agrees to suspend action, either temporarily or permanently on any account referred for collection upon notification to do so by TSUS and/or its Components.
- 3.1.18 Legal action may be pursued when all other collection efforts are unsuccessful. Proposer must receive written authorization from TSUS and/or its Components prior to its filing suit on any account. Reasonable asset location will be performed to satisfy judgment. Commission rate shall convert to legal rate when account is placed with attorney.
- 3.1.19 Proposer shall provide the following reports by the 10<sup>th</sup> of each month for the prior calendar month:
  - 3.1.19.1 Acknowledgment of accounts assigned.
  - 3.1.19.2 Status report on all accounts.
  - 3.1.19.3 List of accounts returned.
  - 3.1.19.4 New address report.
  - 3.1.19.5 Remittance statement itemizing the collections on each account for the prior month.
  - 3.1.19.6 General summary of collection efforts including recovery rate and metrics.
  - 3.1.19.7 Method of Payment: The Proposer shall remit to TSUS and/or its Components all monies (net of fees) received during the previous month by the 10th of each month, accompanied by a remittance statement itemizing the collections on each account through the end of the previous month.
  - 3.1.19.8 No collection fees shall be paid to Proposer on accounts which are placed for collection, but upon which TSUS and/or its components received payment prior to any collection efforts being performed by Proposer, State offsets received after placement or refunds on account.
  - 3.1.19.9 The Proposer shall retain all books, records, and other documents relative to this contract for five years after final payment, or until audited by TSUS, whichever is sooner. TSUS shall have full access to and the right to audit all materials for the duration of the contract and for the five years after final payment, or until final audit is completed by TSUS whichever is sooner.
  - 3.1.19.10 TSUS may terminate the contract resulting from this Proposal at any time that the Proposer fails to carry out its provisions or to make substantial progress under the terms specified in this solicitation and the resulting contract. Or, with the mutual agreement of both parties, upon receipt and acceptance of not less than thirty (30) days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

3.1.19.11 Subcontracts: No portion of the work shall be subcontracted without prior written consent of TSUS. In the event the Proposer desires to subcontract some part of the work specified herein, the Proposer shall furnish TSUS the names, qualifications and experience of their proposed subcontractor(s). The Proposer shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

3.2 PROPOSER'S COMPENSATION AND FEE SCHEDULE: Proposer should provide, as part of their Proposal, a complete and total compensation/fee schedule for services to be provided in response to this RFP. The submittal should include, at a minimum:

3.2.1 TSUS requests that all rates be based on the current government methodology for the application of collection costs which will enable TSUS and its Components to keep the loan fund whole. Additionally, Proposer shall be allowed to assess commission on the total amount collected. Fees shall not exceed the allowable amount as authorized in Texas Government Code, Title 10, Subtitle C, Chapter 2107.

3.2.2 Proposal shall include separate fees for collection by type of debt and by first and second placements and litigation.

3.2.3 Proposal shall indicate any and all fees related to services outlined in this RFP.

3.3 ALTERNATE PROPOSALS: TSUS may consider alternate proposals submitted by Proposer. Proposers submitting alternate proposals should (i) clearly identify any exceptions taken to the requirements and specifications set forth in this RFP and (ii) include a detailed description of the alternative(s) proposed. Proposer may suggest additions to the requirements and specifications set forth in this RFP, and all such suggestions should be clearly defined. Alternate proposals should be submitted as attachments to the proposal. Alternate proposals shall meet the same requirements and shall be in the same format as the proposal's base format.

3.4 PROPOSER'S REQUIRED INFORMATION AND QUALIFICATION QUESTIONNAIRE: The Proposer recognizes that in selecting a supplier, TSUS will rely in part on the answers provided in response to this section. Accordingly, proposer certifies that to the best of its knowledge, all responses are true, correct and complete. TSUS reserves the right to contact each and every reference or contact name listed below and shall be free from any liability to Proposer for conducting such inquiry. To be considered Proposer must address and include a response to each question in this Section in their proposal in the order asked.

All Proposals submitted must contain, at a minimum, full and complete responses to each of the following. Proposer must demonstrate the ability to meet operational qualifications and responsibilities as stated in Section 3.1. If a Proposer cannot meet those qualifications and responsibilities, it must state that, and when appropriate, offer an alternative response. Failure to respond to any item listed may disqualify the Proposal.

3.4.1 Proposers Qualifications and Background:

3.4.1.1 Present evidence that the company is licensed to solicit business and collect debts in the State of Texas. Include a copy of the license.

3.4.1.2 Discuss the company's ability to operate throughout the United States and the ability to collect accounts outside the United States.

- 3.4.1.3 Identify the organizational status of the company, i.e., corporation, partnership, or sole proprietorship. Include the date of incorporation, name of corporate president/principals, and federal employment identification number (corporations) or social security number (sole proprietorship).
  - 3.4.1.4 Provide the complete name of the company, the address and telephone number of the office which will handle this contract should a contract be offered by TSUS, and the locations of all other offices from which the company conducts business. Provide a description of the physical facilities of the company, including provisions for security and disaster recovery.
  - 3.4.1.5 Provide a history of the company.
  - 3.4.1.6 Demonstrate that the company has a minimum of five years' experience during the preceding eight years doing business in the collection of delinquent student accounts.
- 3.4.2 Organizational and Staff Structure:
- 3.4.2.1 Discuss the structure of the organization, including the role and function of each department in the company.
  - 3.4.2.2 Provide the number of full-time and part-time employees. Provide a breakdown of the number of employees in each department by staff position. Indicate whether each employee is full-time or part-time.
  - 3.4.2.3 Provide resumes for officers of the company and senior management.
  - 3.4.2.4 Provide the name, title, area of responsibility, type and years of experience, education, and length of employment with the company for each person on the Management/Project Team.
  - 3.4.2.5 State the number of collectors or those supervising the work of the collectors who are experts in the federal and state statutes, regulations, and guidelines governing collection work.
  - 3.4.2.6 Describe the training afforded company employees. Discuss how collectors and other employees who have contact with borrowers are kept abreast of developments in the student loan collections area, including changes in federal regulations and institutional requirements.
  - 3.4.2.7 List the employees who have attained professional certification and/or accreditation in their field of expertise. Include the type of professional certification and/or accreditation for each employee.
  - 3.4.2.8 State the affiliations in state and national professional collection organizations, such as, COHEAO, NACUBO, and other professional collection organizations specializing in the University/university student accounts field, in which the company or individual employees hold membership. Discuss the degree of involvement in these organizations.
  - 3.4.2.9 State the company's capability to offer services in a multi-lingual environment.
- 3.4.3 Company-Customer Relationships:
- 3.4.3.1 Discuss the means of maintaining relationships between the company and a client. Describe the customer service offered to clients.
  - 3.4.3.2 Provide the name, title, and telephone number of the individual within the company who will serve as the primary contact should a contract be awarded based on this Proposal.

- 3.4.3.3 Describe the company's ability to maintain a high level of effective communication with the Industry, Department of Education (concerning regulations), and TSUS and its Components. Include procedures, organizations, or samples of publications used in these endeavors.
- 3.4.3.4 Provide example scripts that the customer service group uses when contacting borrowers. Can TSUS provide templates of wording or suggestions to these scripts?
- 3.4.3.5 Does the company provide a yearly review with TSUS of customer service and performance with suggested improvements including future roadmaps?
- 3.4.4 Financial Information:
  - 3.4.4.1 Provide copies of the two most recent audited financial statements.
  - 3.4.4.2 Provide at least two financial references. Include name, company, address, and telephone.
  - 3.4.4.3 Provide the name, address, and telephone number of the financial institution which houses the company's trust accounts.
  - 3.4.4.4 A Performance Bond in the amount of one hundred twenty-five thousand dollars (\$125,000.00) will be required. Such bond must be issued by a reputable bonding company that is acceptable to TSUS
  - 3.4.4.5 Outline the cash handling, flow and management procedures. Describe the organization of the department which has primary responsibility for these procedures. Discuss the payment processing procedures and systems, including cash payments, direct payments, clearing house(s), the forms in which payments will be accepted; and the distribution of payments.
- 3.4.5 Historical Performance of Company:
  - 3.4.5.1 How many years has the company provided the type of services for which this Proposal is submitted?
  - 3.4.5.2 Discuss the company's experience with higher education institutions in the State of Texas.
  - 3.4.5.3. State the number and type of Institutions, specifically Institutions of Higher Education, as well as the volume of business during the past five calendar years for which the vendor has provided the services for which the proposal is submitted.
  - 3.4.5.4 Discuss the company's experience in the collection of each of the types of student loans and receivable accounts as specified in Section 1.1 and 2.2 as well as other applicable types of collections. For each type, state the company's overall collection performance rate, including:
    - 3.4.5.4.1 The number, dollar value, and average balance of placements
    - 3.4.5.4.2 The total dollars collected and recovery percentage (gross collections divided by dollar amount placed)
    - 3.4.5.4.3 The total number of accounts and percentage of accounts brought into repayment, cancellation or deferment
    - 3.4.5.4.4 The dollar amount and percentage of dollars placed returned to the client
- 3.4.6 Proposers Technology and Online Portal and Application (if available):
  - 3.4.6.1 Describe the technology utilized by the company. Describe the company's in-house computer capabilities and available services provided directly by the company. List the type of computer system currently being used.

- 3.4.6.2 Describe the hardware and software used to transfer payment and account placement information.
  - 3.4.6.3 Describe the software used to monitor accounts.
  - 3.4.6.4 Discuss the company's predictive dialer system used in collection efforts.
  - 3.4.6.5 Provide the hours of operation of toll-free, nationwide number for borrowers to contact Proposer. Include the telephone number to be used, the average number of daily, monthly, and annual calls currently received, the average length of call, and the average wait time before the caller is referred to a live person.
  - 3.4.6.6 What provisions does the company have for security of physical facilities and equipment? Discuss the components of the company's disaster recovery plan including action plan in case of data breach.
  - 3.4.6.7 Describe the various security safeguards the company employees related to the different types of data it stores and transmits.
  - 3.4.6.8 Describe the mechanism, interfaces, file layouts and related security of transferring account and related information to and from TSUS and its Components.
  - 3.4.6.9 Provide the retention policy on account data and the process for purging such data. Can the data be purged on demand and at contract termination?
  - 3.4.6.10 Online Portal/Application. Provide example of how TSUS will access Proposers online services and what features are available on this portal. Demonstrate how TSUS can see the history of a borrower's activity by contact and transaction type and date.
  - 3.4.6.11 Online Portal/Application. Describe how the online portal is secured for access as well as how customer data is secured via the online portal.
  - 3.4.6.12 Online Portal/Application. Does the Proposer provide the ability for the borrower to be serviced online such as payments, payment plans, debt information, financial counseling, contacts, etc.? If so, provide examples.
- 3.4.7 Collections:
- 3.4.7.1 State your company's collection philosophy.
  - 3.4.7.2 Describe a pre-collection letter writing program and include samples of letters.
  - 3.4.7.3 Fully discuss the methodology and procedures used in the collection of delinquent student loans and accounts, including but not limited to:
    - 3.4.7.3.1 Account Placement: Describe the information which TSUS and its Components will have to submit for account placement. List the media in which accounts may be submitted to the company. State the minimum number of days between the time the company receives accounts and the time those accounts are first worked.
    - 3.4.7.3.2 Locating (skip tracing) and contacting the borrower including methods, frequency and time frames.
    - 3.4.7.3.3 Payment Options. Include procedures for cancellations and deferments.
    - 3.4.7.3.4 Credit Bureau Reporting. Discuss the procedures for determining which accounts are to be reported and when accounts are to be reported. List the credit bureaus used by the company for student loans and receivable accounts during the past three years and the number of accounts reported to each credit bureau.
    - 3.4.7.3.5 Account Litigation. Specify the arrangements the company offers for pursuing litigation for borrowers residing in Texas and those borrowers who reside outside the state. Specify the way in which the agency handles execution of judgments obtained and the way in which amounts collected from such executions are distributed.

- 3.4.7.3.6 Close and Return of Accounts. Discuss the criterion upon which the decision is made to close accounts and describe the procedures for the close and return of accounts.
  - 3.4.7.3.7 Furnish a timetable showing frequency of contacts with borrowers by notice, letter, telephone, etc.
  - 3.4.7.4 Explain the company's system for tracking cohort default borrowers and removing them from TSUS's default rate.
  - 3.4.7.5 Provide copies of all notices/letters, which are used to correspond with borrowers. Include a time frame for all contacts with the borrower.
  - 3.4.7.6 Provide samples of reports which are supplied to clients and indicate the frequency which each report is issued.
  - 3.4.7.7 Describe how accounts are monitored for proper collection activity by the Proposer's employees. Include the minimum and maximum number of accounts per collector.
- 3.4.8 Business References:
- 3.4.8.1 Provide the following information for at least five current clients which share similar characteristics to TSUS and its Components and for which the company has provided at least three years of service:
    - 3.4.8.1.1 Name of institution, dates of service, name of contact, contact's title, address and telephone number.
    - 3.4.8.1.2 For each type of service (institutional loans, accounts receivable) provided for the individual client, state:
      - 3.4.8.1.2.1 The number, dollar value, and average balance of placements.
      - 3.4.8.1.2.2 The total dollars collected and recovery percentage (gross collections divided by dollar amount placed).
      - 3.4.8.1.2.3 The total number of accounts and percentage of accounts brought into repayment, cancellation or deferment.
      - 3.4.8.1.2.4 The dollar amount and percentage of dollars placed returned to the client.
  - 3.4.8.2 Provide the following information for all institutions, which have become former clients during the past two years.
    - 3.4.8.2.1 Name of institution, dates of service, name of contact, contact's title, address and telephone number.
    - 3.4.8.2.2 Type(s) of services provided.
    - 3.4.8.2.3 Reason for ending of client relationship.
  - 3.4.8.3 Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with TSUS.
  - 3.4.8.4 Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
  - 3.4.8.5 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
  - 3.4.8.6 How long has company been in business under the current name?



- 3.4.9 Reporting and Statistical Analytics:
  - 3.4.9.1 Provide examples of all reports available to customers. Can reports be scheduled and delivered electronically?
  - 3.4.9.2 Provide examples of dashboards and available performance/recovery metrics. Can these be obtained monthly, yearly?

## SECTION 4 – INSURANCE

### 4.1 Insurance:

- 4.1.1 Contractor, consistent with its status as an independent contractor will carry and will cause its subcontractors to carry, at least the following insurance in the form, with companies admitted to do business in the State of Texas and having an A.M. Best Rating of A-VII or better, and in amounts (unless otherwise specified), as TSUS may require:
  - 4.1.1.1 Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than
    - Employers Liability - Each Accident \$1,000,000
    - Employers Liability - Each Employee \$1,000,000
    - Employers Liability - Policy Limit \$1,000,000Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation and other rights in favor of TSUS;
  - 4.1.1.2 Commercial General Liability Insurance with limits of not less than:
    - Each Occurrence Limit \$1,000,000
    - Damage to Rented Premises \$ 100,000
    - Medical Expenses (any one person) \$ 10,000
    - Personal & Advertising Injury \$1,000,000
    - General Aggregate \$2,000,000
    - Products - Completed Operations Aggregate \$2,000,000Policy will include independent contractor's liability, covering, but not limited to, the liability assumed under the indemnification provision of this contract, fully insuring Contractor's (or Subcontractor's) liability for bodily injury (including death) and property damage.
  - 4.1.1.3 Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage;
  - 4.1.1.4 Errors and Omissions Insurance with limits of not less than \$1,000,000 per claim.
- 4.1.2 Contractor will deliver to TSUS:
  - 4.1.2.1 Evidence satisfactory to TSUS in its sole discretion, evidencing the existence of all insurance after the execution and delivery of this Contract and prior to the performance or continued performance of any services to be performed by Contractor under this Contract.
  - 4.1.2.2 Additional evidence, satisfactory to TSUS in its sole discretion, of the continued existence of all insurance not less than five (5) days prior to the expiration of any insurance. Insurance policies, with the exception of Workers' Compensation and Employer's Liability, shall be endorsed and name TSUS as an Additional Insured. All policies will be endorsed to provide a waiver of subrogation in favor of TSUS. All policies with the exception of Workers' Compensation and

Employer's Liability will be endorsed to provide primary and non-contributory coverage. No policy shall be canceled until after thirty (30) days' unconditional written notice to TSUS. All policies shall be endorsed requiring the insurance carrier providing coverage to send notice to TSUS 30 days prior to any cancellation, material change, or non-renewal (60 days for non-renewal) relating to any insurance policy required herein.

- 4.1.3 The insurance policies required in this Agreement will be kept in force for the periods specified below:
  - 4.1.3.1 Commercial General Liability Insurance, Business Automobile Liability Insurance; will be kept in force until receipt of Final Payment by TSUS to Contractor; and
  - 4.1.3.2 Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until the Work has been fully performed and accepted by TSUS in writing.
  - 4.1.3.3 Errors and Omissions Insurance will be kept in force an additional two years after the Work has been fully performed and accepted by TSUS in writing.

**SECTION 5 - EXECUTION OF OFFER**

- 5.1 In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any and all commodities or services at the prices quoted.
- 5.2 By signature hereon, the offeror hereby certifies that he/she is not currently delinquent in payment of any franchise taxes owed the State of Texas under Chapter 11, Tax Code.
- 5.3 By executing this offer, offeror affirms that he/she has not given, offered, or intends to give at any time hereafter, any economic opportunity, future employment, gift loan, gratuity, special discount, trip, favor, or service to public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the offeror shall be removed from all proposals lists.
- 5.4 By the signature hereon affixed, the offeror hereby certifies that neither the offeror or the firm, corporation, partnership, or institution represented by the offeror or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal anti-trust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. By signing this offer, offeror certifies that if a Texas address is shown as the address of the offeror, offeror qualified as a Texas Resident Proposer as defined in Rule 1 TAC 113.8.

**This offer consists of RFP# 758-18-00054**

**Federal Employer Identification Number (FEIN):** \_\_\_\_\_

**Proposer/Company:** \_\_\_\_\_

**Signature (ink):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name (typed/printed):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
Street or PO Box City State Zip Code

**Telephone Number:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**COST OF PROPOSAL: Proposer shall include in their Proposal any and all cost associated with their Services as requested in Section 3.2 or any other part of this solicitation.**

Proposer shall complete, sign, and submit the **Execution of Offer** with their response. The **Execution of Offer** must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. **Failure to sign the Execution of Offer will result in the rejection of proposal.**

**SECTION 6 - TERMS & CONDITIONS:**

- 6.1 **PROPOSAL REQUIREMENTS:** Items below apply to and become a part of proposal. Any exceptions there to must be in writing.
- 6.1.1 **Rules, Regulations & Statutes:** The Texas State University System (“TSUS”) is an agency of the State of Texas. Proposers must comply with all rules, regulations, and statutes relating to purchasing of the State of Texas, The Texas State University System Rules and Regulations, in addition to the Terms and Conditions of this form.
- 6.1.2 **Unit Price:** Proposers must price per unit shown. Unit prices shall govern in the event of extension errors.
- 6.1.3 **Submittance:** Proposals must be submitted on or before the specified opening date and time.
- 6.1.4 **Late or Unsigned Proposals:** Late and/or unsigned proposals will not be considered under any circumstances. Person signing the proposal must have the authority to bind the firm in a contract. The proposer (not the carrier/mail service/other or the TSUS) who is solely responsible for ensuring that the documentation is received in The Texas State University System’s Office prior to the specified opening date and time.
- 6.1.5 **FOB Point:** Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 6.1.6 **Pricing Firm:** Proposal prices are requested to be firm for TSUS acceptance for 90 days from proposal opening date (**unless otherwise stated in specifications**). “Discount from list” proposals are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts will be taken if earned.
- 6.1.7 **Tax Exempt:** Purchases made for State use are exempt from the State Sales tax and Federal Excise tax, per Texas Tax Code, Section 151.309(4). Do not include tax in the proposal.
- 6.1.8 **Right to accept or reject:** The State reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interests of the State.
- 6.1.9 **Withdrawal:** Any proposal may be withdrawn prior to the date and time set for receipt of proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide the commodity or service set forth in the specifications, or until a selection has been made by The TSUS.
- 6.1.10 **Proposal Costs:** Proposers electing to respond to this RFP are responsible for any and all costs of proposal preparation. The TSUS is not liable for any costs incurred by a proposer in response to this RFP.
- 6.1.11 **Exceptions:** If a proposer takes exception to any specifications within this Request for Proposal, they must notify The TSUS in writing prior to the scheduled proposal opening date and time.
- 6.1.12 **Cost/Pricing:** All cost/pricing must be in United States dollars.

6.1.13 **Texas Public Information Act:** By submission of this Agreement, [Proposer] acknowledges that the Agreement, and the contents of any underlying proposals or other documents provided to [TSUS] in response to a competitive bid process from which the Agreement resulted, are public information under the Texas Public Information Act (Texas Government Code Chapter 552). [Proposer] agrees that [TSUS] may provide a copy of the Agreement and/or bid documents in response to a public information request, post the Agreement on its public website, or otherwise release the contents of the Agreement and/or bid documents at [TSUS's] discretion and without prior notice to [Proposer]. Proposer acknowledges that the TSUS strictly adheres to all statutes, court decisions, and the opinions of the Texas Attorney General with respect to disclosure of public information.

6.2 SPECIFICATIONS:

6.2.1 **Brand Name Descriptive:** Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Proposals on brands of like nature and quality will be considered unless otherwise stated in the Request for Proposal (RFP). If proposing other than brand referenced, proposal should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the proposal. Failure to take exception to specifications or reference data will require proposer to furnish specified brand names, numbers, etc.

6.2.2 **New Items:** Unless otherwise specified, items shall be new and unused and of current production.

6.2.3 **Electrical Standards:** All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.

6.2.4 **Samples:** Samples, when requested, must be furnished free of expense to the State. Each sample should be marked with the proposer's name, address, and RFP number. Do not enclose in or attach proposal to sample. All samples become the property of The TSUS.

6.2.5 **Oral Statements:** TSUS will not be bound by any oral statement or representation contrary to the written specifications of the Request for Proposal (RFP).

6.2.6 **Manufacturer's Warranty:** Manufacturer's standard warranty shall apply unless otherwise stated in the RFP.

6.2.7 **Warranty-Product:** Proposer shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of TSUS. Proposer warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the RFP, and to the sample(s) furnished by Proposer, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

6.2.8 **Safety Warranty:** Proposer warrants that the product sold to TSUS shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, TSUS may return the product for correction or replacement at the Proposer's expense. In the event Proposer fails to make the appropriate correction within a reasonable time, correction made by TSUS will be at Proposer's expense.

6.2.9 **No Warranty by TSUS Against Infringements:** As part of this contract for sale Proposer agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement or the like. TSUS makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall TSUS be liable to Proposer for indemnification in the event that Proposer is sued on the grounds of infringement or the like. If Proposer is of the opinion that an infringement or the like will result, he will notify TSUS to this effect in writing within two weeks after the signing of this agreement. If TSUS does not receive notice and is subsequently held liable for the infringement or the like, Proposer will save TSUS harmless. If Proposer in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that TSUS will pay Proposer the reasonable cost of this search as to infringements.

6.3 DELIVERY:

6.3.1 **Delivery Days:** Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days' mean calendar days, unless otherwise specified. Failure to state delivery time obligates proposer to deliver in 14 calendar days. Unrealistic delivery promises may cause proposal to be disregarded.

6.3.2 **Foreseen Delays:** If delay is foreseen, vendor shall give written notice to TSUS. Proposer must keep TSUS advised at all times of status of order. Default promised delivery (without accepted reasons) or failure to meet specifications authorizes TSUS to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting proposer.

6.3.3 **Substitutions:** No substitutions permitted without written approval of TSUS.

6.3.4 **Delivery Hours:** Delivery shall be made during normal working hours (8:00 a.m. to 4:00 p.m.) only, unless prior approval has been obtained from ordering agency.

6.4 INSPECTION AND TESTS: – All goods will be subject to inspection and test by TSUS. Authorized TSUS personnel shall have access to supplier's place of business for the purpose of inspection merchandise. Tests shall be performed on samples submitted with the proposal or on samples taken from regular shipment. All costs shall be borne by the proposer in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at TSUS' option, be returned to the vendor or held for disposition at proposer's expense. Latent defects may result in revocation of acceptance.

6.5 AWARD OF CONTRACT:

6.5.1 A response to this RFP is an offer to contract based upon the best price, terms, conditions and specifications contained herein. **Proposals do not become contracts until they are accepted through a purchase order.** The contract shall be governed, construed and interpreted under the laws of the State of Texas, and TSUS policy as the same may be amended from time to time. Any legal actions must be filed in Travis County, Austin, Texas.

6.5.2 **Incorporated Law:** In accordance with Texas Education Code 51.9335, any contract for the acquisition of goods and services to which an institution of higher education is a party, a provision required by applicable law to be included in the contract is considered to be a part of the executed contract without regard to:

- (1) whether the provision appears on the face of the contract; or
- (2) whether the contract includes any provision to the contrary.

- 6.5.3 **Dispute Resolution:** If a dispute, or controversy, or claim arises out of or relates to this contract, the parties will make a good faith attempt to resolve the issues. If the dispute cannot be settled by the parties, the parties agree to follow the dispute resolution process in Chapter 2260 of the Texas Government Code.
- 6.5.4 **Tie Proposals:** Awards will be made in accordance with Rule 1 TAC Section 113.6 (b) and 113.8 (preferences).
- 6.5.5 **No Guarantee of Award:** TSUS makes no warranty or guarantee that an award will be made as a result of this RFP. TSUS reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies and delete any requirement or specification from this RFP or the Agreement when deemed to be in TSUS's best interest. TSUS reserves the right to seek clarification of any item contained in Proposer's proposal prior to final selection. Such clarification may be provided by telephone or personal meeting with or in writing to TSUS, at TSUS's discretion. Representations made by Proposer within its proposal will be binding on Proposer. TSUS will not be bound to act by any previous communication or response submitted by Proposer, other than this RFP.
- 6.6 **CANCELLATION OF CONTRACT:** – If contract is cancelled, for any reason, any prepaid fees shall be refunded on a pro-rated basis.
- 6.7 **PAYMENT:** – Proposer shall submit an itemized invoice showing TSUS purchase order number. TSUS will incur no penalty for late payment, if payment is made in 30 or fewer days from receipt of goods or services on an uncontested invoice. Regardless of the invoice date, the payment process will begin when TSUS receives the authorized authorization/acceptance from the awarding department, or system components. TSUS may pay proposer for any goods or services provided utilizing any one of the following methods of payment:
- a) Paper check
  - b) ACH
  - c) Wire
  - d) Financial Services' Payment Card
  - e) Procurement Card
- 6.8 **NON-DISCLOSURE:** No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of TSUS.
- 6.9 **CONFLICTS:** In event of a conflict between standard proposal requirements and conditions and the attached detail specification, the detail specification shall govern.
- 6.10 **PATENTS OR COPYRIGHTS:** The vendor agrees to protect TSUS from claims involving infringement of patents or copyrights.
- 6.11 **PROPOSER ASSIGNMENTS:** – Proposer hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States

15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).

- 6.12 **FUNDING OUT CLAUSE:** – TSUS reserves the right to cancel, without penalty, if funds are not appropriated or otherwise made available at any time during the contract period.
- 6.13 **PROPOSER AFFIRMATION:** – Submitting this proposal with a false statement is material breach of contract and shall void the submitted proposal or any resulting contracts, and the proposer shall be removed from all proposal lists. By submitting this proposal, the proposer herein affirms:
- 6.13.1 The proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.
  - 6.13.2 The proposer is not currently delinquent in the payment of any franchise tax owed with the Texas Comptroller of Public Accounts. For more information see the website for the Texas Comptroller of Public Accounts: <http://ecpa.cpa.state.tx.us/vendor/tpsearch1.html>.
  - 6.13.3 Neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (See Section 6.11, above) nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
  - 6.13.4 The proposer has not received compensation for participation in the preparation of the specifications for this RFP.
  - 6.13.5 If applicable, pursuant to Texas Family Code, Title 5, Subtitle D, Section 231.006(d), regarding child support, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any proposer subject to Section 231.006 must include the names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the proposal. This information must be provided prior to contract award.
  - 6.13.6 Pursuant to Section 2155.004 Government code re: collection of state and local sales and use taxes, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
  - 6.13.7 The Proposer shall defend, indemnify, and hold harmless the State of Texas, TSUS, component institutions, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of proposer or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.
  - 6.13.8 Proposer agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
  - 6.13.9 Pursuant to Texas Government Code 2252.908 and Texas Ethic Commission Rule 46, for contracts that are either have a value of at least \$1 million or require approval of the TSUS Board of Regents, a business entity (vendor) must submit a copy of Disclosure of Interested Parties filed with the Texas Ethics Commission when the business entity submits the signed contract. No such contract may be presented to the TSUS Board of Regents for approval without the disclosure. Information on the Disclosure of Interested Parties can be found at <http://www.ethics.state.tx.us> .



6.13.10 Vendor Ethics -- Gratuities: As an agency of the State of Texas TSUS holds the trust of the public. All Proposers and persons doing business with TSUS must provide the highest level of ethics and service in all business interactions. A Proposer shall not give, offer to give, nor intend to give at any time any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a System employee that might reasonably appear to influence the employee in the discharge of official duties. TSUS may, by written notice to the Proposer, cancel this contract without liability to Proposer if it determined that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent or representative of the Proposer, to any officer or employee of TSUS or its Components with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by TSUS pursuant to this provision, TSUS shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Proposer in providing such gratuities.

6.13.11 Prohibition Against Personal Interest in Contracts: No faculty, staff or other employee of TSUS or its Components shall transact any business in their official capacity with any business entity of which they are officers, agents, or members, or in which they own a controlling interest unless the Texas State University System Board of Regents has reviewed the matter and determined that there is no conflict of interest. Any violation of the section, with the knowledge, expressed or implies, of the person or corporation contracting with TSUS shall render the contract involved voidable by TSUS.

6.13.12 Proposer certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, proposer will submit the following information with their response as an attachment in order for the proposal to be evaluated:

Name of Former Executive: \_\_\_\_\_  
 Name of State Agency: \_\_\_\_\_  
 Date of separation from State Agency: \_\_\_\_\_  
 Position with proposer: \_\_\_\_\_  
 Date of Employment with proposer: \_\_\_\_\_

6.14 TECHNOLOGY ACCESS CLAUSE: The Proposer expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Proposer represents and warrants to TSUS that the technology provided to TSUS for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in format intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Federal Americans with Disabilities Act or

similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives

Access by Individuals with Disabilities. Proposer represents and warrants (the Electronic and Information Resources (EIR) Accessibility Warranty”) that the electronic and information resources and all associated information, documentation and support that it provides to the TSUS under the Agreement (collectively, the “EIRs”) comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code (“TAC”) and Title 1, Chapter 206, Rule §206.70 of the Texas Administrative code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code). Accordingly Seller represents and warrants to TSUS that the EIR provided to TSUS complies with the accessibility requirements as outlined in TAC 206 and 213 by providing (1) a completed Voluntary Product Accessibility Template (VPAT) attesting to the EIR’s accessible features and capabilities or (2) providing a similarly formatted document as the VPAT attesting to the EIR’s accessible features and capabilities. To the extent Proposer becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Proposer represents and warrants that it will, at no cost to the TSUS, either (1) perform all necessary remediation to make EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event the Proposer fails or is unable to do so, then the TSUS may terminate the Agreement and Proposer will refund to the TSUS all amounts the TSUS has paid under the Agreement within thirty (30) days after the termination date.

All submissions must include all Voluntary Product Accessibility Templates (VPAT), Information Technology Industry Council (ITIC) and General Services Administration (GSA), that describes compliance with Section 508. Updated VPAT documents should be provided on an annual basis at each invoice period.

The Proposer agrees to protect, defend, and save the TSUS, its elected and appointed officials, agent, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Proposer’s employees or third parties on account of bodily and personal injuries, death, damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Proposer and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the TSUS under this Agreement with regard to Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) United States Rehabilitation Act of 1973 and its amendments, Section 508; and World Wide Web Consortium (W3C), Web Accessibility Initiative (WAI), Web Content Accessibility Guidelines (WCAG) 1.0 and 2.0AA.

6.15. NOTICE TO PROPOSER:

6.15.1 Any terms and conditions attached by the proposer to their proposal will not be considered unless specifically referred to in their response and may result in the disqualification of their proposal.

6.15.2 Equal opportunity – This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on

their race, religion, color, national origin, sex, age, sexual orientation, gender identity. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, religion, color, national origin, sex, age, sexual orientation, gender identity, protected veteran status or disability.

- 6.15.3 In the event that TSUS is closed due to inclement weather and/or emergency situations at the time set aside for the published bid opening, the published due date will default to the next open business day at the same time.

*Class and Item (NIGP Code): 946-33*