REQUEST FOR PROPOSAL

#### The University of Texas Health Science Center at Houston

**for**

## Selection of a Vendor to Provide

#### Student Billing Services

#### RFP No.: 744-R2006 – Student Billing Services

**Mandatory Pre-Bid Meeting: Wednesday, February 12, 2020 10:00AM CST**

Bid Submittal Deadline: Thursday, March 5, 2020 2:00 PM CST

HUB Plan Submittal Deadline: Thursday, March 5, 2020 2:00 PM CST

****

Prepared By:

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Houston, Texas 77054

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February 6, 2020

Request for PROPOSAL

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##### SECTION 1

**INTRODUCTION**

* 1. **Description of University**

Founded in 1972, The University of Texas Health Science Center at Houston (UTHealth) is one of the fifteen component Universities of The University of Texas System. UTHealth is the most comprehensive academic health center in Texas, and is comprised of the following buildings & schools:

* Medical School (MSB) - 6431 Fannin Street
* Medical School Expansion (MSE) – 6431 Fannin Street
* Cyclotron Building (CYC) – 6431 Fannin Street
* School of Dentistry (SOD) – 7500 Cambridge Street
* School of Public Health (SPH) - 1200 Pressler Street
* School of Nursing (SON) – 6901 Bertner Avenue
* School of Biomedical Informatics (SBMI) - 7000 Fannin Street
* Graduate School of Biomedical Sciences (GSBS)– 6767 Bertner Avenue
* Biomedical & Behavioral Sciences Building (BBS) – 1941 East Road
* Institute of Molecular Medicine (IMM) – 1825 Pressler Street
* Harris County Psychiatric Center (HCPC) - 2800 South MacGregor Drive
* Operations Center Building (OCB) -1851 Cross Point Avenue
* University Center Tower (UCT) - 7000 Fannin Street
* Professional Building (UTPB) - 6410 Fannin Street
* Jesse H. Jones Library Building (JJL) – 1133 John Freeman Blvd.

UTHealth combines biomedical sciences, behavioral sciences, and the humanities to provide interdisciplinary activities essential to the definition of modern academic health science education. UTHealth is committed to providing health professional education and training for students, and is dedicated to providing excellence in research and patient care, which is offered through its clinics, Memorial Hermann Hospital System (its primary teaching hospital), and other affiliated institutions. UTHealth is a major part of the concentration of medical schools, hospitals and research facilities generally referred to as the Texas Medical Center.

The University of Texas Health Science Center at Houston System has nearly 13,000 employees and approximately 5,000 students. As a component of the University of Texas System, UTHealth is subject to the “Rules and Regulations of the Board of Regents of the University of Texas System for the government of The University of Texas System.”

An “**Institutional Affiliate**” means our affiliated Clinical practice, UT Physicians group, as designated by University, in connection with any Agreement.

**1.2 Background and Special Circumstances**

The University of Texas Health Science Center at Houston, through the Office of Student Financial Services, provides assistance to students in locating financial assistance for payment of tuition and expenses associated with the academic programs in which the student is enrolled. Contingent on eligibility, students may receive financial assistance from any or a combination of the loan programs currently administered by the Office of Student Financial Services. These programs are funded in part by the Health Science Center, the Department of Education (ED), the Department of Health and Human Services (HHS), scholarships, endowments and private donations.

The Office of Student Financial Services strives to administer student loans in compliance with applicable federal and institutional regulations and program guidelines. The Office of Student Financial Services values and seeks a partnership that shares its objectives of maintaining a low default rate and continued eligibility for participation in the federal student loan programs.

**1.3 Objective of Request for Proposal**

The University of Texas Health Science Center at Houston (“**University**”) is soliciting proposals in response to this Request for Proposal for selection of a contractor to provide services related to RFP No.744-R2006 (this “**RFP**”), from qualified vendors to provide Student Billing Services (the “**Services**”) related to Student Financial Services.

The volume of University’s Loan Portfolio as of November 15, 2019 is 14,309 accounts. Of this total the status is as follows:

Enrolled – 487

Grace Period - 173

Repayment – 1,436

Retired (Paid, Cancelled, Written-off) -12,213

Total – 14,309

**1.4 Group Purchase Authority**

Texas law authorizes institutions of higher education (defined by [§61.003, *Education Code*](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.61.htm#61.003)) to use the group purchasing procurement method (ref. §§[51.9335](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.51.htm#51.9335), [73.115](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.73.htm#73.115), and [74.008](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.74.htm#74.008), *Education Code*). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that University is part of The University of Texas System (**UT System**), which is comprised of fourteen institutions described at <http://www.utsystem.edu/institutions>. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this RFP could give rise to additional purchase volumes. As a result, in submitting its proposal, Proposer should consider proposing a pricing model and other commercial terms that take into account the higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP. Any purchases made by other institutions based on this RFP will be the sole responsibility of those institutions.

**SECTION 2**

**NOTICE TO PROPOSER**

**2.1 Submittal Deadline**

University will accept proposals until **2:00 PM Central Time, on Thursday, March 5, 2020** (**Submittal Deadline**).

**2.2 RFP Contact Information and Questions**

Interested parties may direct questions about this RFP to:

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint Avenue, OCB 1.160

Houston, Texas 77054

**Chevonne Thornton**

Email to: [Chevonne.E.Thornton@uth.tmc.edu](mailto:Chevonne.E.Thornton@uth.tmc.edu)

Subject Line: RFP No. 744-R2006

*University instructs interested parties to restrict all contact and questions regarding this RFP to written communications delivered (i) in accordance with this Section on or before* ***12:00 PM CST on Wednesday,***

***February 19, 2020*** *(****Question Deadline****), or (ii) if questions relate to Historically Underutilized Businesses, in accordance with* ***Section 2.5****.*

University will provide responses as soon as practicable following the Question Deadline. University intends to respond to all timely submitted questions. However, University reserves the right to decline to respond to any question.

**2.3 Criteria for Selection**

The successful Proposer, if any, selected by University through this RFP will be the Proposer that submits a proposal on or before the Submittal Deadline that is the most advantageous to University. **Contractor** means the successful Proposer under this RFP.

Proposer is encouraged to propose terms and conditions offering the maximum benefit to University in terms of (1) service, (2) total overall cost, and (3) project management expertise.

The evaluation of proposals and the selection of Contractor will be based on the information provided in the proposal. University may consider additional information if University determines the information is relevant.

Criteria to be considered by University in evaluating proposals and selecting Contractor, will be these factors:

* + 1. Threshold Criteria Not Scored
       1. Ability of University to comply with laws regarding Historically Underutilized Businesses; and

2.3.1.2 Ability of University to comply with laws regarding purchases from persons with disabilities.

* + 1. Scored Criteria
       1. **30% Qualifications** - Evaluation in this category will be based on the Respondent’s response to questions **5.3.6** **– 5.3.47** in **Section** **5.3** of this RFP.
       2. **20% Collection Processes** - Evaluation in this category will be based on the Respondent’s response to questions **5.3.48 – 5.3.65** in **Section** **5.3** of this RFP.
       3. **30% Cash Collections Processes** - Evaluation in this category will be based on the Respondent’s response to questions **5.3.66 - 5.3.68** in **Section** **5.3** of this RFP.
       4. **20% Cost** - Evaluation in this category will be based on Respondent’s pricing as stated in **Section** **6.1** of this RFP. Respondents providing the best cost will be given the highest available score in this category. Next ranked respondents will be proportionately ranked accordingly.

**2.4 Key Events Schedule**

Date RFP Issued February 6, 2020

Pre-Proposal Conference/Pre-Bid Meeting Wednesday, February 12, 2020 10:00 AM CST

(ref. **Section 2.6**)

Question Deadline Wednesday, February 19, 2020 12:00 PM CST

(ref. **Section 2.2**)

Submittal Deadline Thursday, March 5, 2020 2:00 PM CST

(ref. **Section 2.1**)

HUB Subcontracting Plan (**HSP**) Deadline Thursday, March 5, 2020 2:00 PM CST

(ref. Section 2.5)

**2.5 Historically Underutilized Businesses**

2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (**HUBs**) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Contractor subcontracts any Work, then Contractor must make a good faith effort to utilize HUBs certified by the Procurement and Support Services Division of the Texas Comptroller of Public Accounts. Proposals that fail to comply with the requirements contained in this **Section 2.5** will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any Work will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of Work by the Proposer is subject to review by University to ensure compliance with the HUB program.

2.5.2 University has reviewed this RFP in accordance with [34 TAC §20.285](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=20&rl=285), and has determined that subcontracting opportunities are probable under this RFP.

2.5.3 A HUB Subcontracting Plan (**HSP**) is a required part of the proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses, attached as **APPENDIX THREE**.

*Each Proposer must complete and return the HSP in accordance with the terms and conditions of this RFP, including* ***APPENDIX THREE****. Proposers that fail to submit the HSP will be considered non-responsive to this RFP as required by* [§2161.252, *Government Co*de](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2161.htm#2161.252)*.*

*Questions regarding the HSP may be directed to:*

*Contact: Shaun McGowan*

*HUB & Small Business Program Manager*

*Phone: (713) 500-4862*

*Email:* [*Shaun.A.McGowan@uth.tmc.edu*](mailto:Shaun.A.McGowan@uth.tmc.edu)

Contractor will not be permitted to change its HSP unless: (1) Contractor completes a new HSP in accordance with the terms of **APPENDIX THREE**, setting forth all modifications requested by Contractor, (2) Contractor provides the modified HSP to University, (3) University approves the modified HSP *in writing, and (*4) all agreements resulting from this RFP are amended in writing to conform to the modified HSP.

2.5.4 *At the same time Proposer submits its* proposal *(no later than the Submittal Deadline (ref.* ***Section 2.1****))*, Proposer must submit the following HUB materials (**HUB Materials**):

**Two (2) complete original paper copies of Proposer’s HSP.**

Proposer’s HUB Materials must be submitted (as instructed in **Section 3.2**) under separate cover and in a separate envelope (**HSP Envelope)** with the top outside surface clearly indicating:

2.5.4.1 RFP No. and the Submittal Deadline (ref. **Section 2.1**) in the lower left hand corner,

2.5.4.2 Name and the return address of Proposer, and

2.5.4.3 Phrase “HUB Subcontracting Plan.”

Any proposal submitted in response to this RFP that is not accompanied by a separate HSP Envelope meeting the above requirements may be rejected by University and returned to Proposer unopened as non-responsive due to material failure to comply with advertised specifications.

University will open Proposer’s HSP Envelope prior to opening the proposal to confirm Proposer submitted the HSP. Proposer’s failure to submit the HSP will result in University’s rejection of the proposal as non-responsive due to material failure to comply with advertised specifications.

**Note**: The requirement that Proposer provide the HSP under this **Section 2.5.4** is separate from and does not affect Proposer’s obligation to provide University with the number of copies of its proposal specified in **Section 3.1**.

2.5.5 University may offer Proposer an opportunity to seek informal review of its draft HSP by University’s HUB Office before the Submittal Deadline. If University extends this offer, details will be provided at the Pre-Proposal Conference (ref. **Section 2.6**) or by other means. Informal review is designed to help address questions Proposer may have about how to complete its HSP properly. Concurrence or comment on Proposer’s draft HSP by University will *not* constitute formal approval of the HSP, and will *not* eliminate the need for Proposer to submit its final HSP to University as instructed by **Section 2.5**.

**2.6 Mandatory Pre-Proposal Conference**

University will hold a **MANDATORY** Pre-Proposal conference/ Pre-bid meeting at 10:00 AM CST on

Wednesday, February 12, 2020 at:

University Center Tower (UCT) Building

7000 Fannin Street, Suite 2200

Houston, TX 77030

The Mandatory Pre‑Proposal Conference will allow all Proposers an opportunity to ask University’s representatives relevant questions and clarify provisions of this RFP. In order for proposals to be considered, Proposers must attend the Mandatory Pre-bid Meeting and WebX Presentation.

For those Proposers in attendance, the University will conduct a Mandatory WebX immediately following the scheduled Mandatory Pre-Proposal Meeting for JP Morgan Chase Receivable Edge online browser at approximately 10:30AM CST. If you are currently using JP Morgan Chase Receivables Edge with another client, you may submit a letter stating such along with a confirmation from that client during the February 12, 2020 **MANDATORY** Pre-Proposal conference/ Pre-bid meeting, in lieu of attending the Mandatory WebX. **Proposals will not be considered from any eligible Proposers that do not attend the WebX and have not provided documentation of experience with JP Morgan Chase Receivables Edge.**

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| Meeting number: 734 837 014 |
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| Wednesday, February 12, 2020 |
| WebX at Approximately 10:30 AM  |  Central Standard Time |

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| **Join by phone** |
| Tap to call in from a mobile device (attendees only) |
| Call-in number: [1-857-3180900  (US)](tel:%2B1-857-3180900,,*00*25156250%23,,,%23) |
| Call-in toll-free number: [1-888-5755762  (US)](tel:1-888-5755762,,*00*25156250%23,,,%23) |
| Host access code: 251 562 50 |
| Attendee access code: 637 297 50 |

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Need help? Go to [http://help.webex.com](https://urldefense.proofpoint.com/v2/url?u=http-3A__help.webex.com&d=DwMGaQ&c=bKRySV-ouEg_AT-w2QWsTdd9X__KYh9Eq2fdmQDVZgw&r=4trxk7lO3fcfsxH4KZBUea65k1OZblSXUKZT_50-COM&m=j0iMZ3KFzp2B_QG7a7mZTucS23XK2OXfNBxdKrUsbuM&s=3ne8Kim5_PEp6vWCvardjmR5Gd98Mu-InU0WkR4Z2Lw&e=)

**SECTION 3**

**SUBMISSION OF PROPOSAL**

**3.1 Number of Copies**

Proposer must submit (a) eight (8) complete paper copies of its *entire* proposal, and (b) *one (1) complete electronic copy of its entire proposal in a single .pdf file on a flash drive*. An *original* signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) of at least one (1) copy of the submitted proposal. The copy of the Proposer’s proposal bearing an original signature should contain the mark “original” on the front cover of the proposal.

**3.2 Submission**

Proposals must be received by University on or before the Submittal Deadline (ref. **Section 2.1**) and delivered to:

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint Avenue, OCB 1.160

Houston, TX 77054

**Attn: Chevonne Thornton**

**3.3 Proposal Validity Period**

Each proposal must state that it will remain valid for University’s acceptance for a minimum of One Hundred Twenty (120) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

**3.4 Terms and Conditions**

3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Agreement (ref. **APPENDIX TWO**), the Notice to Proposer (ref. **Section 2**), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications and Additional Questions (ref. **Section 5**). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

3.4.1.1 Specifications and Additional Questions (ref. **Section 5**);

3.4.1.2 Agreement (ref. **APPENDIX TWO**);

3.4.1.3 Proposal Requirements (ref. **APPENDIX ONE**);

3.4.1.4 Notice to Proposers (ref. **Section 2**).

**3.5 Submittal Checklist**

Proposer is instructed to complete, sign, and return the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then University may reject the proposal:

3.5.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)

3.5.2 Signed and Completed Pricing and Delivery Schedule (ref. **Section 6**)

3.5.3 Responses to Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**)

3.5.4 Signed and Completed Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**)

3.5.5 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. **Section 5**)

3.5.6 Signed and completed originals of the HUB Subcontracting Plan or other applicable documents (ref. **Section 2.5** and **APPENDIX THREE**).

**SECTION 4**

**GENERAL TERMS AND CONDITIONS**

The terms and conditions contained in the attached Agreement (ref. **APPENDIX TWO**) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will submit a list of the exceptions as part of its proposal in accordance with **Section 5.3.1**. Proposer’s exceptions will be reviewed by University and may result in disqualification of Proposer’s proposal as non-responsive to this RFP. If Proposer’s exceptions do not result in disqualification of Proposer’s proposal, then University may consider Proposer’s exceptions when University evaluates the Proposer’s proposal.

**SECTION 5**

**SPECIFICATIONS AND ADDITIONAL QUESTIONS**

**5.1 General**

Minimum requirements and specifications for Work, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in **Section 2.3**, **Contractor** means the successful Proposer.

The basic function shall be for Contractor to perform student loan billing, cash collections and the required “Due Diligence” procedures for the University’s federal and institutional student loans programs; namely, Perkins, NSL, HPSL, LDS, PCL, NFLP and all private long-term and short-term Institutional loans.

**5.2 Minimum Requirements**

Each Proposal must include information that clearly indicates that Proposer meets each of the following minimum qualification requirements:

* + 1. Attend the Mandatory WebX meeting or
    2. Provide WebX confirmation letter indicating Proposer as a current JP Morgan Chase Receivables Edge application user.

**5.3 Additional Questions Specific to this RFP**

Proposer must submit the following information as part of Proposer’s proposal:

* + 1. If Proposer takes exception to any terms or conditions set forth in **APPENDIX TWO**, Proposer must submit a list of the exceptions.
    2. By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**), Proposer agrees to comply with Certificate of Interested Parties laws (ref. [§2252.908, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#2252.908)) and [1 TAC §§46.1 through 46.5](https://www.ethics.state.tx.us/rules/adopted_Nov_2015.html#Ch46.1)) as implemented by the Texas Ethics Commission (**TEC**), including, among other things, providing TEC and University with information required on the form promulgated by TEC and set forth in **APPENDIX EIGHT**.*Proposer may learn more about these disclosure requirements, including applicable exceptions and use of the TEC electronic filing system, by reviewing* [§2252.908, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#2252.908)*, and information on the TEC website at* <https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html>. **The Certificate of Interested Parties must only be submitted by Contractor upon delivery to University of a signed Agreement. Note – if your company is a publicly traded business entity, including a wholly owned subsidiary of the business entity, this form will not be required.**
    3. In its proposal, Proposer must indicate whether it will consent to include in the Agreement the “Access by Individuals with Disabilities” language that is set forth in **APPENDIX FIVE, Access by Individuals with Disabilities**. If Proposer objects to the inclusion of the “Access by Individuals with Disabilities” language in the Agreement, Proposer must, as part of its proposal, specifically identify and describe in detail all of the reasons for Proposer’s objection. NOTE: A GENERAL OBJECTION IS NOT AN ACCEPTABLE RESPONSE TO THIS QUESTION.
    4. In its proposal, Proposer must respond to each item listed in **APPENDIX SIX, Electronic and Information Resources (EIR) Environment Specifications**. **APPENDIX SIX** will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide to University. Responses to **APPENDIX SIX** will be incorporated into the Agreement and will be binding on Contractor.
    5. In its proposal, Proposer must respond to each item listed in **APPENDIX SEVEN, Security Characteristics and Functionality of Contractor’s Information Resources**. **APPENDIX SEVEN** will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide to University. Responses to **APPENDIX SEVEN** will be incorporated into the Agreement and will be binding on Contractor.

**Qualifications**

* + 1. Please explain your understanding of the University Cash Collections processes as stated in Scope of Work Section 5.4.5.

1. Will you be able to comply with these specifications?
2. Please include any questions or concerns regarding your ability or inability to comply with these specifications.
   * 1. Proposer will provide a customer reference list of no less than five (5) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University’s RFP. Proposer will include in its customer reference list the customer’s company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer. At least two (2) of the references must be clients that administer both ED and HHS Programs. The remaining (three) should administer short-term (3-4 months) and long-term (10-years) institutional loans.
     2. Has Proposer ever filed for bankruptcy and why?
     3. How are background checks conducted on employees?
     4. Please specify the services that will be performed by subcontractors.
     5. Describe your company’s service support philosophy, how is it carried out, and how success in keeping this philosophy is measured.
     6. Describe your company’s quality assurance program, what are your company’s requirements, and how are they measured?
     7. State your company’s mission statement or credo.
     8. Provide documentation of your company’s compliance with each of the following: FERPA, FDCPA, Red Flag, EFT, TCPA, UDAAP, PPMS, ACA, and PCI.
     9. Describe the training programs currently available to Company and University personnel.
     10. Please provide the name and years of membership for any Regional/State Financial Aid association or organization of which you are a member, i.e., NASFAA, NACUBO, NCHELP, COHEAO.
     11. Provide a list of any goods or services not specified in this RFP that your company would provide to the University, e.g. project management software, personnel, equipment, etc. with respect to Scope of Work Section 5.
     12. If reports are accessible electronically, how soon after month-end are they available to the University?
     13. Currently, the University has options to generate various on-demand reports in crystal, text, PDF or excel format. How will you support these formats?
     14. Are there any reports requested in the Scope of Work Section 5.4.7 that you are unable to generate, and why?
     15. What difficulties do you anticipate in serving the University; and how do you plan to manage these? What assistance will you require from the University?
     16. Provide your complaint resolution process for borrowers and clients.
     17. Is there a person with your company specifically assigned to monitor and institute procedures, and disseminate information to the University regarding changes in federal student loan regulations? If yes, please provide their name. How will changes be shared with the University?
     18. How does your company maintain compliance with ED and HHS regulatory requirements?
     19. Provide a copy of your safeguard procedures to verify compliance with the Gramm-Leach-Bliley Act.
     20. Provide an organizational chart of your Company that includes staffing levels with titles, proposed for this project.
     21. Describe the internal controls that will be used to safeguard funds you collect on behalf of the University.
     22. What type of safeguards and system prompts are in place to avoid duplication of accounts or social security numbers that are already in the system?
     23. Please list all file formats for which you can receive data from the University for upload to your system, e.g. text, delimited etc.
     24. Provide a list of your account status codes with descriptions.
     25. List and describe each of your repayment plans.
     26. Does your system accept front load collection fees? Please explain.
     27. Is your system accessible via the internet for University staff and its borrowers? Please explain.
     28. Does your system allow concurrent viewing of borrower accounts by University staff and Contractor’s personnel? Please explain.
     29. Is your system capable of accurately assessing a one-time penalty fee on an institutional loan that requires an assessment of 10% of the principal balance at the time of default? If yes, please list current clients for whom you are providing this service.
     30. Does your system maintain the borrower’s default date?
     31. How does your system maintain a history of the borrower’s outstanding billing statements?
     32. List all formats by which you will provide reports to the University.
     33. How will you provide August month-end reports to meet the University’s established deadline for fiscal year-end close?
     34. List the payment options available to assist borrowers in making timely and consistent payments.
     35. Explain how payment adjustments are applied and noted on your system.
     36. Is Contractor’s system compatible with PeopleSoft Financial Management System 9.2?
     37. Is Contractor’s system capable of generating ED Assignment forms?
     38. Is Contractor’s system capable of generating form 1098E? If yes, describe your method of reporting to the Internal Revenue Service and informing borrowers of the annual interest paid on student loans?
     39. What is required for the University to obtain access to your test system to make a hands-on determination of its functionality and user friendliness?
     40. Provide a list of all current and future system enhancements.
     41. Provide a summary of your disaster recovery plan.

**Collection Processes**

* + 1. Describe your billing cycle for borrowers who are current, delinquent and in default.
    2. Provide a copy of your monthly calendar, indicating your processing schedule for generating statements, past due notices, NSLDS reporting, etc.
    3. Describe your skip-tracing procedures for borrowers with whom contact has been loss.
    4. Which of your repayment plans would apply to an institutional loan that accrues interest from the date of disbursement and repaid in two equal installments of principal plus interest?
    5. The University receives a general ledger feed to record collections, various cancellations and adjustments to loan funds each month. Weekly files to record collections are received by 12 noon every Monday; monthly files to record cancellations and adjustments are received the first day of the month. How will you support this flow of data from your system to the University’s PeopleSoft Financial Management System? (File specifications available upon request)
    6. Provide a list of options for adding new loans and advances to your system.
    7. The University currently receives an electronic weekly report, detailing all transactions and collection activity for the previous week. How will you support this service?
    8. How soon after it becomes delinquent, is an account reported to a credit agency?
    9. Explain how you will assist the University in the preparation of truth-in-lending/disclosure statements and repayment schedules. Provide examples of your debt management and exit counseling documents. Include information regarding electronic/on-line exit counseling.
    10. Will the trade line for credit bureau reporting be in the University’s name or the Contractor’s? If in the University’s name, how will you assist the University with the completion of Consumer Dispute Verifications?
    11. What is your process of notifying the University when a borrower’s billing statement/past due notice is returned as undeliverable and why, e.g., forwarding order expired, no such address, moved no forwarding order on file?
    12. How many days after the payment due date, are late charges assessed on the borrower’s account?
    13. Describe your “Due Diligence” process for the federal Perkins loan program and provide copies of your notices.
    14. Describe your “Due Diligence” process for the Title VII loan programs (Health Professions, Nursing and Loans for Disadvantaged Students) and provide copies of your notices.
    15. Describe your “Due Diligence” process for the Nurse Faculty Loan Program and provide copies of your notices.
    16. Provide copies of your billing statements for borrowers who ae current, delinquent and in default. Copies should be for borrowers with one loan or multiple loans.
    17. Provide copies of all reports, including format and frequency, provided as part of standard service to clients. Reports should be for Perkins, HHS and Institutional loan funds. Can these reports be modified?
    18. Provide a list of the credit agencies to which you report each month

**Cash Collections Processes**

* + 1. Describe processes, including payment methods, currently utilized by Contractor for payment receipt. What process adjustments, if needed, will Contractor make to accommodate UTHSC-H?
    2. Describe the payment posting process utilized by the Contractor. What process adjustments, if needed, will Contractor make to accommodate UTHSC-H?
    3. How does Contractor currently provide student loan updates to the institution (customer)? What process adjustments, if needed, will Contractor make to accommodate the UTHSCH-H?

**5.4 Scope of Work**

Contractor will provide the following services to University:

**5.4.1 General**

A. All phases of services provided must be 100% compliant with federal regulations applicable to the programs being serviced.

B. Contractor must pay any financial obligation resulting from non-compliance of applicable regulations such as denial of write-off by HHS or non-acceptance of an assignment by ED.

C. Contractor must provide a bond or other insurance coverage to insure any University funds held by Contractor or Contractor’s agent.

D. Contractor must provide copies of audited company financial statements demonstrating the financial stability of the Contractor’s company.

E. Contractor’s closing date for all transactions each month must be the last normal business day of that month.

F. Contractor must modify its system as required by appropriate federal regulations to maintain compliance with new regulatory requirements.

G. Contractor must generate all 1098E’s on behalf of the University.

H. Contractor must generate all ED Assignment forms on behalf of the University.

1. Contractor must be in full compliance with the Gramm-Leach-Bliley Act and agrees to provide a summary of its safeguard procedures at the request of the University.

**5.4.2 Conversion**

1. Conversion must be accomplished within a period of thirty days or less with personnel and all necessary supplies, equipment and software supplied by Contractor.
2. Contractor must warrant that no interruptions in the normal grace contact, billing or follow-up process will occur.
3. Contractor must provide on-site/online training of University personnel. Training must be provided within 10 days of the implementation date.
4. Contractor must notify each borrower of the service contract prior to billing. This notification must contain a statement of account, repayment information and overall procedures for repayment.
5. Contractor must be able to retain **all** account history, including, disbursements, payments, adjustments, detailed notes regarding borrower contacts, past due notices and credit history.
6. Contractor must be able to pick-up previous Contractor’s trade line, to avoid duplicate reporting on consumer’s credit file.

**5.4.3 Account Maintenance**

1. Contractor must process all documents relating to file maintenance such as deferments, postponements, cancellations, address changes, notices of separation from school, and NSF payments. Responses to borrower correspondence and inquires must be within five business days.
2. At the University’s request, Contractor must provide debt management materials and exit counseling documents to assist the University in complying with prescribed “Due Diligence” requirements for the Department of Education, the Department of Health and Human Services and UT-Health loan programs.
3. Contractor must provide examples of its exit counseling documents and explain its process to assist the University with the preparation of truth-in-lending/disclosure statement and repayment schedules.
4. Contractor is required to make **all** grace period contacts in accordance with prescribed program regulations, for ED and HHS.
5. Contractor must respond to University inquiries regarding borrowers’ accounts within three business days.
6. University copies of deferments, postponements and cancellation forms must be forwarded to the University within five business days of processing.
7. Contractor must be able to automatically process small/low balance write-offs on accounts $1.99 or less.
8. Contractor must provide monthly credit bureau reporting on behalf of the

University.

1. Within 5 business days of receipt, Contractor must forward to the University **all** borrower correspondence returned by the U.S. Postal Service as undeliverable.
2. All new loans and advances must be processed on-line and update the borrower's account immediately.
3. Contractor must process advance payments for borrowers who desire to make payments several months in advance.
4. Contractor must maintain an on-line record of borrower’s payment history as reported to the credit agency throughout the term of service contract. This record must allow the University to update the borrower’s current or previous payment status on-line as necessary.
5. To avoid duplication of loans and advances Contractor must have safeguards or system prompts to notify user of discrepancies in name, loan date, award year etc.
6. Contractor must process all benefit forms on behalf of the University. Original forms must be forwarded to University for inclusion in the Borrower’s file.
7. Contractor shall maintain membership in E-OSCAR and process all consumer disputes at no cost to the University, as a full-service client.
8. Contractor must accommodate Institutional loans with various repayment terms.
9. Contractor must accommodate both SSN and SID for each borrower on the system.

**5.4.4 Billing and Delinquent Account follow-up**

1. Contractor must bill borrowers via a statement of account as required by prescribed regulations at least thirty days before payment is due.
2. After the first billing statement is sent, the Contractor must continue to bill and follow-up on delinquent accounts as prescribe by “Due Diligence” regulations for the Department of Education and the Department of Health and Human Services.

1. Contractor must provide the borrowers with a summary of loan activity with each billing.
2. Contractor must provide skip tracing services on borrowers with whom contact has been lost.
3. Contractor must notify the University at the time that a borrower’s account(s) is eligible for referral to a collection agency, HHS write-off, or assignment to ED.
4. Contractor must automatically and accurately assess the appropriate Borrower Paid Collection Costs (BPCC) after the collection rate; (i.e. 25%) has been updated in the system.
5. Contractor must accurately assess late charges on Institutional loans with varying terms and rates (i.e. $1.00 for the first month account is delinquent and $2.00 for each month thereafter for a maximum of $25.00).
6. When notified by the University, Contractor must accurately calculate the penalty for Primary Care and Nurse Faculty Loan borrowers who are in breach of contract.
7. Contractor must provide to the University repayment plans which accurately accrue interest and assess late fees according to the terms of the Institutional promissory notes.

**5.4.5 Cash Collections Processes**

**The University of Texas Health Science Center at Houston desires the following business practices:**

1. Collections, including electronic collections, to be placed in the University of Texas Health Science Center’s (UTHSC-H) bank account.  Collections cannot be commingled with other funds.  All collections must be directly deposited or directed to the UTHSC-H’s JPMorgan Chase Bank lockbox account.
2. Contractor will provide borrowers with various payment options, including electronic options and payments directly to the University’s JPMorgan Chase Bank lockbox account with coupons provided by Contractor.
3. All collections will be posted to borrowers’ accounts daily.

a. The contractor will be given access to JPMorgan Chase Receivable Edge, the bank’s online browser, which captures daily images of checks, remittance documents and electronic payments.

* + 1. The contractor will be able to obtain an HTML or CSV file from the online browser to use In posting collections to borrowers’ accounts daily.  Receivables Edge reports can be viewed online or downloaded in HTML or CSV format.

1. We anticipate manual posting and detail analysis of remittance documents may be required for certain types of collections received in the lockbox.  Examples include remittance for more than one student on one check and checks received without coupons.

ii. UTHSC-H will provide Contractor with a detail of electronic payments processed by UTHSC-H for posting to borrower’s accounts.

1. Contractor provides UTHSC-H, on a weekly basis, information required to post amounts received in the UTHSC-H’s financial accounting system.  The detail provided must contain the loan fund information and reconcile to receipts posted in the lockbox.  **(see Exhibit A for report example)**
2. Contractor records all collections in accordance with generally accepted accounting principles, procedures, and internal controls.
3. Contractor will provide a daily register of cash payments received and posted.  This register must agree with the cash deposit for that day.
4. Contractor will provide a reconciliation of the depository account to the monthly collections posted to its system for the University.
5. Contractor will be notified by UTHSC-H of all amounts returned for insufficient funds, both electronic and check.
   1. The UTHSC-H’s bank will automatically re-deposit a check returned for insufficient funds a second time.
   2. Contractor must notify borrower of returned check and request a replacement.

I. All correspondence with the UTHSC-H’s bank will be initiated and managed by University personnel.

**5.4.6 Audit**

1. Contractor must maintain documentation of all charges to the University under this agreement. All books, records and documents related to work performed or money received, must be maintained for term of service contract and shall be subject to audit at any reasonable time, upon notice by the University or other state audit staff.

**5.4.7 Reports**

**Contractor must provide the following reports:**

1. A semi-annual report listing all first time borrowers and the amounts borrowed sorted by fund. This report would be for the period July 1 through December 31 and July 1 through June 30, to assist the University with meeting Federal fiscal reporting requirements.
2. An annual report providing all information for and in the format of the Department of Education FISAP report.
3. A semi-annual report providing all data for and in the format of the Department of Health and Human Services Semi-Annual Operating Report and Annual Operating Report.
4. A monthly delinquency report by fund listing borrowers and amounts delinquent (principal, interest and late fees) in the delinquency ranges specified by the Department of Education and the Department of Health and Human Services. Perkins loan borrowers and Institutional loan borrowers will be reported as prescribed by the Department of Education, all Health Professions and Nursing Student loan borrowers will be reported as prescribed by the Department of Health and Human Services.
5. A monthly report of all borrowers with whom contact has been lost. This report should be alphabetical sorted by fund.
6. A quarterly report reflecting all borrowers with an in–school status and whose separation date falls within the next calendar quarter.
7. A report on compact disk (CD) reflecting the detailed history, including history prior to conversion, of all transactions to a borrower’s account. Reports would be for individual borrowers, and would include payments, reversals, cancellations, borrower contacts and monthly credit reporting history.
8. A monthly report reflecting summary information of all University accounts on the Contractor’s system. This report would be sorted by fund and alphabetically within the fund and would include the following data elements: 1) name, 2) SSN/SID, 3) status, 4) first due date, 5) next payment date, 6) original loan amount, 7) loan balance, 8) amount repaid, 9) amount canceled, 10) cancellation reason code, 11) amount written-off, and 12) write-off reason code. After each fund, all amount fields would be totaled by field.
9. A monthly default rate report by fund. Default rates must be computed as prescribed by appropriate regulations. Default rates for institutional loans must be computed in accordance with the Department of Education formula.
10. A monthly report reflecting all accounts that are in bankruptcy, collection agency or litigation status.
11. A monthly report reflecting all borrowers who have received full or partial cancellations, assignments, or write-offs or their loans. This report should be by fund, reflecting the name, SSN/SID, original loan amount, and the amount repaid, canceled, assigned or written-off. Report should also contain the cancellation and write-off reason and loan balance.
12. A monthly report by fund reflecting the name and address of all accounts, which were paid in full during the prior month. Accounts may have become paid in full due to payments, write-offs, cancellations or a combination thereof. Each paid in full account should be coded as to pay-off reason.
13. A monthly report by fund reflecting the name, SSN/SID, original loan amount, principal balance, total due, last payment date, status, note date, and maturity date for all HHS loans.
14. A monthly report by fund reflecting all accounts with a principal balance of $4.99 or less.
15. The University’s preferred method for receiving reports is electronically; however, reports may be furnished in hard copy, on compact disk or via the internet.
16. All accounting reports, federal and institutional, must include the following categories: principal, principal collected, principal cancelled, principal assigned (Perkins only), principal written off (HHS only), and low balance write-offs.
17. The University’s fiscal year ends August 31st; all reports for August month-end must be received by the 2nd business day of the following month to assist the Office of Student Financial Services in meeting the University’s deadline for year-end close.
18. An annual report, by fund, as of January month-end forecasting collections for a minimum of 1 year and a maximum of 5 years, to assist the University with its annual budgeting policy.

*University must have the flexibility to obtain other special reports and to change the standard frequency in which reports are provided.*

**5.4.8 Records and Equipment**

1. Backup files of all data must be maintained in an alternate location to ensure that no data will be permanently lost or destroyed.

**5.4.9 System**

1. Contractor’s system must be PC based and accessible via the internet.
2. All system updates, i.e., separation dates, names, addresses, phone numbers, and payments must be in real time.
3. Contractor’s system must provide an option that allows the University to change the separation dates on all loans simultaneously or on an individual loan if the borrower has multiple loans.
4. Contractor’s system must provide an option that allows the University to update a borrower’s contact information, i.e. name, address, and phone number, on all loans simultaneously if the borrower has multiple loans.
5. Contractor’s system must allow detailed notations of borrower contacts.
6. Contractor’s system must be compatible with PeopleSoft’s Financial Management System 9.2.
7. Contractor’s system must allow concurrent viewing of borrower accounts by University staff and Contractor’s personnel.
8. Contractor’s system must allow borrowers to complete exit counseling electronically via an on-line portal.
9. Contractor must provide a summary of all current and future system enhancements.
10. Contractor must provide a pre-award, on-site demonstration of its system capabilities at the request of the University.   Contractor is responsible for all costs associated with this demonstration. Also, at Contractor’s discretion, the University would like to request access to Contractor’s test system.

**5.4.10 Commencement of Services**

A. Commencement of services must begin within 30 days or less, from date of execution of contract.

**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

**Proposal of:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Proposer Name)

**To:** University

**RFP No.:** 744-R2006 – Student Billing Services

Ladies and Gentlemen:

Having examined specifications and requirements of this RFP (including attachments), the undersigned proposes to furnish Work upon the pricing terms quoted below:

**6.1 Term of Agreement**

University anticipates that the term of the Agreement may be up to five yearswith the initial term of the Agreement proposed to begin on June 1, 2020, and proposed to expire on May 31, 2023. University may elect to renew the Agreement for up to two (2) additional one (1) year terms.

**6.2 Pricing Schedule to be provided by Responder/ Proposer based on current loan portfolio in section 1.3.**

***Monthly Servicing Fees***

Enrolled $ \_\_\_\_\_\_\_\_\_\_

Grace $ \_\_\_\_\_\_\_\_\_\_

Deferred $ \_\_\_\_\_\_\_\_\_\_

Monthly Billing $ \_\_\_\_\_\_\_\_\_\_

Quarterly Billing $ \_\_\_\_\_\_\_\_\_\_

Annual Billing $ \_\_\_\_\_\_\_\_\_\_

Paid Accounts $ \_\_\_\_\_\_\_\_\_\_

Assigned / Written Off $ \_\_\_\_\_\_\_\_\_\_

***Due Diligence Telephone Calls***

30 – 60 day telephone calls $ \_\_\_\_\_\_\_\_\_\_\_ / ea.

90 day telephone calls $ \_\_\_\_\_\_\_\_\_\_\_ / ea.

Directory Assistance / Information Calls $ \_\_\_\_\_\_\_\_\_\_\_ / ea.

Credit Bureau Reporting $\_\_\_\_\_\_\_\_\_\_\_ / per instance

Exit Interview Kits (electronic of hardcopy) $ \_\_\_\_\_\_\_\_\_\_\_ / ea.

National Student Loan Data System Reporting $\_\_\_\_\_\_\_\_\_\_\_ / per instance

National Student Clearinghouse $\_\_\_\_\_\_\_\_\_\_\_ / per instance

***Monthly Optional Fees***

On-line Access $\_\_\_\_\_\_\_\_\_ / month

Reports:

CD-ROM $ \_\_\_\_\_\_\_\_\_ per instance

Internet (Select Reports) $ \_\_\_\_\_\_\_\_\_ per instance

Paper (8-1/2” x 11” laser) $ \_\_\_\_\_\_\_\_\_ per instance

eData (MSExcel File) $ \_\_\_\_\_\_\_\_\_ per instance

Acceleration Letters:

Internet to Accelerate $ \_\_\_\_\_\_\_\_\_ per instance

Notice of Acceleration $ \_\_\_\_\_\_\_\_\_ per instance

Assignment Form $ \_\_\_\_\_\_\_\_\_ per instance

Conversion Fee $ \_\_\_\_\_\_\_\_\_ per instance

***Optional Services***

Web-based Notes, Electronic Signatures $ \_\_\_\_\_\_\_\_\_ / note

Electronic Exit Interviews $ \_\_\_\_\_\_\_\_\_ / per instance

Borrower Locator (Skip tracing) $ \_\_\_\_\_\_\_\_\_ / per instance

Loan Consolidation $ \_\_\_\_\_\_\_\_\_ / per instance

1098E Reporting $ \_\_\_\_\_\_\_\_\_ / borrower rpt.

1098T Reporting $ \_\_\_\_\_\_\_\_\_ / student rpt.

Cohort Account Protection $ \_\_\_\_\_\_\_\_\_ / per instance

Cohort Account Management $ \_\_\_\_\_\_\_\_\_ / month

Pre-Assignment Recovery $ \_\_\_\_\_\_\_\_\_ / per instance

Assignment Management $ \_\_\_\_\_\_\_\_\_ / per account

Co-branding (adding UTHSC-H logo) $ \_\_\_\_\_\_\_\_\_ / one-time fee

Ultimate Service Option $ \_\_\_\_\_\_\_\_\_ / active account

**6.3 Discounts**

Describe all discounts that may be available to University, including educational, federal, state and local discounts.

**6.4 Delivery Schedule**

Proposer must indicate the number of calendar days needed to implement the program from the date of contract execution to commencement of services.

**Number of calendar days to commence services: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

**6.5 Payment Terms**

University’s standard payment terms are “net 30 days” as mandated by the *Texas Prompt Payment Act*(ref. [Chapter 2251, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2251.htm)).

Indicate below the prompt payment discount that Proposer offers:

Prompt Payment Discount: \_\_\_\_\_%\_\_\_\_\_days/net 30 days.

[Section 51.012, *Education Code*](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.51.htm#51.012), authorizes University to make payments through electronic funds transfer methods. Respondent agrees to accept payments from University through those methods, including the automated clearing house system (ACH). Respondent agrees to provide Respondent’s banking information to University in writing on Respondent letterhead signed by an authorized representative of Respondent. Prior to the first payment, University will confirm Respondent’s banking information. Changes to Respondent’s bank information must be communicated to University in writing at least thirty (30) days before the effective date of the change and must include an [IRS Form W‑9](https://www.irs.gov/uac/about-form-w9) signed by an authorized representative of Respondent.

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with [§151.309, *Tax Code*](http://www.statutes.legis.state.tx.us/Docs/TX/htm/TX.151.htm#151.309)*,* and [Title 34 TAC §3.322](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=3&rl=322). Pursuant to [34 TAC §3.322(c)(4)](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=3&rl=322), University is not required to provide a tax exemption certificate to establish its tax exempt status.

Respectfully submitted,

**Proposer:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**By:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Authorized Signature for Proposer)

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

APPENDIX ONE

PROPOSAL REQUIREMENTS

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**SECTION 1**

**GENERAL INFORMATION**

**1.1 Purpose**

University is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by University.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of services to be performed, the detailed requirements of services to be provided, and the conditions under which services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

PROPOSER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

**1.2 Inquiries and Interpretations**

University may in its sole discretion respond in writing to written inquiries concerning this RFP and mail its response as an Addendum to all parties recorded by University as having received a copy of this RFP. Only University’s responses that are made by formal written Addenda will be binding on University. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by University prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**). The Addenda Checklist must be received by University prior to the Submittal Deadline and should accompany the Proposer’s proposal.

Any interested party that receives this RFP by means other than directly from University is responsible for notifying University that it has received an RFP package, and should provide its name, address, telephone and facsimile (**FAX**) numbers, and email address, to University, so that if University issues Addenda to this RFP or provides written answers to questions, that information can be provided to that party.

**1.3 Public Information**

Proposer is hereby notified that University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

University may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed.

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act* (ref. [Chapter 552, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm)). Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under §§[552.101](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.101), [552.104](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.104), [552.110](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.110), [552.113](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.113), and [552.131](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.131), *Government Code*.

**1.4 Type of Agreement**

Contractor, if any, will be required to enter into a contract with University in a form substantially similar to the Agreement between University and Contractor attached to this RFP as **APPENDIX TWO,** and otherwise acceptable to University in all respects (**Agreement**).

**1.5 Proposal Evaluation Process**

University will select Contractor by using the competitive sealed proposal process described in this Section. Any proposals that are not submitted by the Submittal Deadline or that are not accompanied by required number of completed and signed originals of the HSP will be rejected by University as non-responsive due to material failure to comply with this RFP (ref. **Section 2.5.4**). Upon completion of the initial review and evaluation of proposals, University may invite one or more selected Proposers to participate in oral presentations. University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

University may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, University may make the selection of Contractor on the basis of negotiation with any of the Proposers. In conducting negotiations, University will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

University may discuss and negotiate all elements of proposals submitted by Proposers within a specified competitive range. For purposes of negotiation, University may establish, after an initial review of the proposals, a competitive range of acceptable or potentially acceptable proposals composed of the highest rated proposal(s). In that event, University may defer further action on proposals not included within the competitive range pending the selection of Contractor; provided, however, University reserves the right to include additional proposals in the competitive range if deemed to be in the best interest of University.

After the Submittal Deadline but before final selection of Contractor, University may permit Proposer to revise its proposal in order to obtain the Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. University will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. University is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to University overall, as determined by University.

University reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of University. Proposer is hereby notified that University will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by University.

**1.6 Proposer's Acceptance of RFP Terms**

Proposer (1) accepts [a] Proposal Evaluation Process (ref. **Section 1.5** of **APPENDIX ONE**), [b] Criteria for Selection (ref. **Section 2.3**), [c] Specifications and Additional Questions (ref. **Section 5**), [d] terms and conditions of the Agreement (ref. **APPENDIX TWO**), and [e] all other requirements and specifications set forth in this RFP; and (2) acknowledges that some subjective judgments must be made by University during this RFP process.

**1.7 Solicitation for Proposal and Proposal Preparation Costs**

Proposer understands and agrees that (1) this RFP is a solicitation for proposals and University has made no representation written or oral that one or more agreements with University will be awarded under this RFP; (2) University issues this RFP predicated on University’s anticipated requirements for Work, and University has made no representation, written or oral, that any particular scope of work will actually be required by University; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer’s preparation of a proposal in response to this RFP.

**1.8 Proposal Requirements and General Instructions**

1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.

1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of University.

1.8.3 University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.

1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University’s sole discretion.

1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.

1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to University, at University’s sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.

1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, in University’s sole discretion.

**1.9 Preparation and Submittal Instructions**

1.9.1 Specifications and Additional Questions

Proposals must include responses to the questions in Specifications and Additional Questions (ref. **Section 5**). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.9.2 Execution of Offer

Proposer must complete, sign and return the attached Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by University, in its sole discretion.

1.9.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing and Delivery Schedule (ref. **Section 6**), as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of Work; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

University will not recognize or accept any charges or fees to perform Work that are not specifically stated in the Pricing and Delivery Schedule.

In the Pricing and Delivery Schedule, Proposer should describe each significant phase in the process of providing Work to University, and the time period within which Proposer proposes to be able to complete each such phase.

1.9.4 Proposer’s General Questionnaire

Proposals must include responses to the questions in Proposer’s General Questionnaire (ref. **Section 3** of **APPENDIX ONE).** Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.9.5 Addenda Checklist

Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by University, in its sole discretion.

1.9.6 Submission

*Proposer should submit all proposal materials as instructed in* ***Section 3***. RFP No. (ref. **Title Page**) and Submittal Deadline (ref. **Section 2.1**) should be clearly shown (1) in the Subject line of any email transmitting the proposal, and (2) in the lower left‑hand corner on the top surface of any envelope or package containing the proposal. In addition, the name and the return address of the Proposer should be clearly visible in any email or on any envelope or package.

Proposer must also submit the HUB Subcontracting Plan (also called the HSP) as required by **Section 2.6**.

University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the HSP as required by **Section 2.6**. University will not accept proposals submitted by telephone or FAX transmission.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to University. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University’s consent, which will be based on Proposer's written request explaining and documenting the reason for withdrawal, which is acceptable to University.

**SECTION 2**

**Execution of Offer**

**THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER’S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.**

**2.1** **Representations and Warranties.** Proposer represents, warrants, certifies, acknowledges, and agrees as follows:

2.1.1 Proposer will furnish Work to University and comply with all terms, conditions, requirements and specifications set forth in this RFP and any resulting Agreement.

2.1.2 This RFP is a solicitation for a proposal and is not a contract or an offer to contract Submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer. University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer’s preparation of a response to this RFP.

2.1.3 Proposer is a reputable company that is lawfully and regularly engaged in providing Work.

2.1.4 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform Work.

2.1.5 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances relating to performance of Work.

2.1.6 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.

2.1.7 Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.

2.1.8 Proposer will maintain any insurance coverage required by the Agreement during the entire term.

2.1.9 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.

2.1.10 Proposer will defend with counsel approved by University, indemnify, and hold harmless University, UT System, the State of Texas, and all of their regents, officers, agents and employees, from and against all actions, suits, demands, costs, damages, liabilities and other claims of any nature, kind or description, including reasonable attorneys’ fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract or agreement resulting from this RFP.

2.1.11 Pursuant to §§[2107.008](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2107.htm#2107.008) and [2252.903](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#2252.903), *Government Code*, any payments owing to Proposer under the Agreement may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.

2.1.12 Any terms, conditions, or documents attached to or referenced in Proposer’s proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on University that are not set forth in this RFP. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer’s intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer’s proposal.

2.1.13 Pursuant to [Chapter 2270, *Texas Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2270.v2.htm), Proposer certifies it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of any contract or agreement resulting from this RFP. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.

2.1.14 Pursuant to [Subchapter F, Chapter 2252, *Texas* *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#F), Proposer certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.

**2.2 No Benefit to Public Servants.** Proposer has not given or offered to give, nor does Proposer intend 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 its proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.

**2.3 Tax Certification.** Proposer is not currently delinquent in the payment of any taxes due under [Chapter 171, *Tax Code*](http://www.statutes.legis.state.tx.us/Docs/TX/htm/TX.171.htm), or Proposer is exempt from the payment of those taxes, or Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting Agreement.

**2.4** **Antitrust Certification.** Neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in [§15.01 et seq., *Business and Commerce Code*](http://www.statutes.legis.state.tx.us/Docs/BC/htm/BC.15.htm), or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

**2.5 Authority Certification.** The individual signing this document and the documents made a part of this RFP, is authorized to sign the documents on behalf of Proposer and to bind Proposer under any resulting Agreement.

**2.6 Child Support Certification.** Under [§231.006, *Family Code*](http://www.statutes.legis.state.tx.us/Docs/FA/htm/FA.231.htm#231.006)*,* relating to child support, the individual or business entity named in Proposer’s proposal is not ineligible to receive award of the Agreement, and any Agreements resulting from this RFP may be terminated if this certification is inaccurate.

**2.7 Relationship Certifications.**

**⦁** No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any member institution of UT System, on the other hand, other than the relationships which have been previously disclosed to University in writing.

* Proposer has not been an employee of any member institution of UT System within the immediate twelve (12) months prior to the Submittal Deadline.
* No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer’s proposal or any contract resulting from this RFP (ref. [§669.003, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.669.htm#669.003)).
* All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.

**2.8 Compliance with Equal Employment Opportunity Laws.** Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

**2.9 Compliance with Safety Standards.** All products and services offered by Proposer to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law ([Public Law 91-596](https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=OSHACT&p_id=2743)) and the *Texas Hazard Communication Act*, [Chapter 502, *Health and Safety Code*](http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.502.htm), and all related regulations in effect or proposed as of the date of this RFP.

**2.10 Exceptions to Certifications.** Proposer will and has disclosed, as part of its proposal, any exceptions to the information stated in this Execution of Offer. All information will be subject to administrative review and approval prior to the time University makes an award or enters into any Agreement with Proposer.

**2.11** **Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification.** If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to [§361.965(c), *Health & Safety Code*](http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.361.htm#361.965), Proposer is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in [Chapter 361, Subchapter Y, *Health & Safety Code*](http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.361.htm#Y)*,* and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in [30 TAC Chapter 328](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=5&ti=30&pt=1&ch=328&sch=I&rl=Y). [§361.952(2), *Health & Safety Code*](http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.361.htm#361.952)*,* states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act*,* the term“computer equipment” means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

**2.12 Conflict of Interest Certification.**

* Proposer is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
* Proposer’s provision of services or other performance under any Agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
* Proposer has disclosed any personnel who are related to any current or former employees of University.
* Proposer has not given, nor does Proposer intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an officer or employee of University in connection with this RFP.

**2.14 Proposer should complete the following information:**

If Proposer is a Corporation, then State of Incorporation:

If Proposer is a Corporation then Proposer’s Corporate Charter Number: \_\_\_\_\_\_

RFP No.: 744-R2006

**NOTICE: With few exceptions, individuals are entitled on request to be informed about the information that governmental bodies of the State of Texas collect about such individuals. Under §§**[**552.021**](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.021) **and** [**552.023**](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.023)**, *Government Code*, individuals are entitled to receive and review such information. Under** [**§559.004, *Government Code***](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.559.htm#559.004)**, individuals are entitled to have governmental bodies of the State of Texas correct information about such individuals that is incorrect.**

**Submitted and Certified By:**

(Proposer Institution’s Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer’s Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

(Email Address)

**SECTION 3**

**PROPOSER’S GENERAL QUESTIONNAIRE**

**NOTICE: With few exceptions, individuals are entitled on request to be informed about the information that governmental bodies of the State of Texas collect about such individuals. Under §§**[**552.021**](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.021) **and** [**552.023**](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.023)**, *Government Code*, individuals are entitled to receive and review such information. Under** [**§559.004, *Government Code***](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.559.htm#559.004)**, individuals are entitled to have governmental bodies of the State of Texas correct information about such individuals that is incorrect.**

Proposals must include responses to the questions contained in this Proposer’s General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R.

**3.1 Proposer Profile**

3.1.1 Legal name of Proposer company:

Address of principal place of business:

Address of office that would be providing service under the Agreement:

Number of years in Business:

State of incorporation:

Number of Employees:

Annual Revenues Volume:

Name of Parent Corporation, if any \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NOTE: If Proposer is a subsidiary, University prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.**

3.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by University.

3.1.3 Proposer will provide a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.

3.1.4 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms.

3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under the Agreement with University (if any).

3.1.6 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.

3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University’s RFP. Proposer will include in its customer reference list the customer’s company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.

3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer will explain.

3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to [§231.006, *Family Code*](http://www.statutes.legis.state.tx.us/Docs/FA/htm/FA.231.htm#231.006), and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act* (ref. [Chapter 552, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm)), and other applicable law.

**3.2 Approach to Work**

3.2.1 Proposer will provide a statement of the Proposer’s service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in **Section 5.4** Scope of Work of this RFP.

3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of the Agreement.

3.2.3 Proposer will submit a work plan with key dates and milestones. The work plan should include:

3.2.3.1 Identification of tasks to be performed;

3.2.3.2 Time frames to perform the identified tasks;

3.2.3.3 Project management methodology;

3.2.3.4 Implementation strategy; and

3.2.3.5 The expected time frame in which the services would be implemented.

3.2.4 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in this RFP. Proposer will include samples of reports and documents if appropriate.

**3.3 General Requirements**

3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Proposer.

3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University.

**3.4 Service Support**

Proposer will describe its service support philosophy, how it is implemented, and how Proposer measures its success in maintaining this philosophy.

**3.5 Quality Assurance**

Proposer will describe its quality assurance program, its quality requirements, and how they are measured.

**3.6 Miscellaneous**

3.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to University. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

3.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by University from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

3.6.3 Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Proposer will provide a copy of the plan.

**SECTION 4**

**ADDENDA CHECKLIST**

**Proposal of:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Proposer Name)

**To:** University

**RFP No.:** 744-R2006

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (*initial blanks for any Addenda issued*).

No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_ No. 5 \_\_\_\_\_

Respectfully submitted,

**Proposer:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**By:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Authorized Signature for Proposer)

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

APPENDIX TWO

sample Agreement

(Attached Separately)

APPENDIX THREE

HUB SUBCONTRACTING PLAN

**(Attached Separately)**

APPENDIX FOUR

NOT USED

APPENDIX FIVE

**ACCESS BY INDIVIDUALS WITH DISABILITIES**

Contractor represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Contractor provides to University under this Agreement (**EIRs**) comply with applicable requirements set forth in [1 TAC Chapter 213](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=213)*,* and [1 TAC §206.70](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=10&ch=206&rl=70) (ref. [Subchapter M, Chapter 2054, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2054.htm#M).) To the extent Contractor becomes aware that EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants it will, at no cost to University, either (1) perform all necessary remediation to make EIRs satisfy the EIR Accessibility Warranty or (2) replace EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Contractor fails or is unable to do so, University may terminate this Agreement and, within thirty (30) days after termination, Contractor will refund to University all amounts University paid under this Agreement.

**APPENDIX SIX**

**ELECTRONIC AND INFORMATION RESOURCES ENVIRONMENT SPECIFICATIONS**

The specifications, representations, warranties and agreements set forth in Proposer’s responses to this **APPENDIX SIX** will be incorporated into the Agreement.

University is primarily aMicrosoft products environment.

**Basic Specifications**

1. If the EIR will be hosted by University, please describe the overall environment requirements for the EIR (size the requirements to support the number of concurrent users, the number of licenses and the input/output generated by the application as requested in the application requirements).
2. Hardware: If Proposer will provide hardware, does the hardware have multiple hard drives utilizing a redundant RAID configuration for fault tolerance? Are redundant servers included as well?
3. Operating System and Version:
4. Web Server: Is a web server required? If so, what web application is required (Apache or IIS)? What version? Are add-ins required?
5. Application Server:
6. Database:
7. Other Requirements: Are any other hardware or software components required?
8. Assumptions: List any assumptions made as part of the identification of these environment requirements.
9. Storage: What are the space/storage requirements of this implementation?
10. Users: What is the maximum number of users this configuration will support?
11. Clustering: How does the EIR handle clustering over multiple servers?
12. Virtual Server Environment: Can the EIR be run in a virtual server environment?
13. If the EIR will be hosted by Proposer, or is a cloud based solution hosted by a 3rd party provider, describe in detail what the hosted solution includes, and address, specifically, the following issues:

A. Describe the audit standards of the physical security of the facility; and

B. Indicate whether Proposer is willing to allow an audit by University or its representative.

C. Describe the type of cloud based solution: i.e.; SaaS, Paas, Iaas, etc.

1. If the user and administrative interfaces for the EIR are web-based, what current browser interfaces are supported? List all with current version and security requirement.
2. If the EIR requires special client software, what are the environment requirements for that client software?
3. Manpower Requirements: Who will operate and maintain the EIR? Will additional University full time employees (FTEs) be required? Will special training on the EIR be required by Proposer’s technical staff? What is the estimated cost of required training?
4. Upgrades and Patches: Describe Proposer’s strategy regarding EIR upgrades and patches for both the server and, if applicable, the client software. Included Proposer’s typical release schedule, recommended processes, estimated outage and plans for next version/major upgrade.

## Security

1. Has the EIR been tested for application security vulnerabilities? For example, has the EIR been evaluated against the Open Web Application Security Project (**OWASP**) Top 10 list that includes flaws like cross site scripting and SQL injection? If so, please provide the scan results and specify the tool used. University will not take final delivery of the EIR if University determines there are serious vulnerabilities within the EIR.
2. Which party, Proposer or University, will be responsible for maintaining critical EIR application security updates?
3. If the EIR is hosted, indicate whether Proposer’s will permit University to conduct a penetration test on University’s instance of the EIR.
4. If confidential data, including HIPAA or FERPA data, is stored in the EIR, will the data be encrypted at rest and in transmittal? What is the current encryption level used?

## Integration

1. Is the EIR authentication Security Assertion Markup Language (**SAML**) compliant? Has Proposer ever implemented the EIR with Shibboleth authentication? If not, does the EIR integrate with Active Directory? Does the EIR support TLS connections to this directory service?

2. Does the EIR rely on Active Directory for group management and authorization or does the EIR maintain a local authorization/group database?

3. What logging capabilities does the EIR have? If this is a hosted EIR solution, will University have access to implement logging with University’s standard logging and monitoring tools, RSA’s Envision?

4. Does the EIR have an application programming interface (**API**) that enables us to incorporate it with other applications run by the University? If so, is the API .Net based? Web Services-based? Other?

1. Will University have access to the EIR source code? If so, will the EIR license permit University to make modifications to the source code? Will University’s modifications be protected in future upgrades?
2. Will Proposer place the EIR source code in escrow with an escrow agent so that if Proposer is no longer in business or Proposer has discontinued support, the EIR source code will be available to University.

## Accessibility Information

Proposer must provide the following, as required by [1 TAC §213.38(b)](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=10&ch=213&rl=38), and 1 TAC §206

1. Accessibility information for the electronic and information resources (**EIR**)[[1]](#footnote-2) products or services proposed by Proposer, where applicable, through one of the following methods:

(A) URL to completed Voluntary Product Accessibility Templates (**VPATs**)[[2]](#footnote-3) or equivalent reporting templates;

(B) Accessible electronic document that addresses the same accessibility criteria in substantially the same format as VPATs or equivalent reporting templates; or

(C) URL to a web page which explains how to request completed VPATs, or equivalent reporting templates, for any product under contract; and

(D) Detail any mobile device access capabilities and any security controls associated with those specific capabilities.

2. Credible evidence of Proposer’s capability or ability to produce accessible EIR products and services. Such evidence may include, but is not limited to, Proposer’s internal accessibility policy documents, contractual warranties for accessibility, accessibility testing documents, and examples of prior work results.

**APPENDIX SEVEN**

**Security Characteristics and Functionality of**

**Contractor’s INFORMATION RESOURCES**

The specifications, representations, warranties and agreements set forth in Proposer’s responses to this **APPENDIX SEVEN** will be incorporated into the Agreement.

**“Information Resources”** means any and all computer printouts, online display devices, mass storage media, and all computer-related activities involving any device capable of receiving email, browsing Web sites, or otherwise capable of receiving, storing, managing, or transmitting Data including, but not limited to, mainframes, servers, Network Infrastructure, personal computers, notebook computers, hand-held computers, personal digital assistant (PDA), pagers, distributed processing systems, network attached and computer controlled medical and laboratory equipment (i.e. embedded technology), telecommunication resources, network environments, telephones, fax machines, printers and service bureaus. Additionally, it is the procedures, equipment, facilities, software, and Data that are designed, built, operated, and maintained to create, collect, record, process, store, retrieve, display, and transmit information.

“**University Records**” means records or record systems that Proposer (1) creates, (2) receives from or on behalf of University, or (3) has access, and which may contain confidential information (including credit card information, social security numbers, and private health information (**PHI**) subject to Health Insurance Portability and Accountability Act (**HIPAA**) of 1996 (Public Law 104-191), or education records subject to the Family Educational Rights and Privacy Act (**FERPA**).

**General Protection of University Records**

1. Describe the security features incorporated into Information Resources (ref. **Section 5.3.4**) to be provided or used by Proposer pursuant to this RFP.

2. List all products, including imbedded products that are a part of Information Resources and the corresponding owner of each product.

3. Describe any assumptions made by Proposer in its proposal regarding information security outside those already listed in the proposal.

*Complete the following additional questions if the Information Resources will be hosted by Proposer:*

4. Describe the monitoring procedures and tools used for monitoring the integrity and availability of all products interacting with Information Resources, including procedures and tools used to, detect security incidents and to ensure timely remediation.

5. Describe the physical access controls used to limit access to Proposer's data center and network components.

6. What procedures and best practices does Proposer follow to harden all systems that would interact with Information Resources, including any systems that would hold or process University Records, or from which University Records may be accessed?

7. What technical security measures does the Proposer take to detect and prevent unintentional, accidental and intentional corruption or loss of University Records?

8. Will the Proposer agree to a vulnerability scan by University of the web portal application that would interact with Information Resources, including any systems that would hold or process University Records, or from which University Records may be accessed? If Proposer objects, explain basis for the objection to a vulnerability scan.

9. Describe processes Proposer will use to provide University assurance that the web portal and all systems that would hold or process University Records can provide adequate security of University Records.

10. Does Proposer have a data backup and recovery plan supported by policies and procedures, in place for Information Resources? If yes, briefly describe the plan, including scope and frequency of backups, and how often the plan is updated. If no, describe what alternative methodology Proposer uses to ensure the restoration and availability of University Records.

11. Does Proposer encrypt backups of University Records? If yes, describe the methods used by Proposer to encrypt backup data. If no, what alternative safeguards does Proposer use to protect backups against unauthorized access?

12. Describe the security features incorporated into Information Resources to safeguard University Records containing confidential information.

*Complete the following additional question if Information Resources will create, receive, or access University Records containing PHI subject to HIPAA:*

13. Does Proposer monitor the safeguards required by the HIPAA Security Rule (45 C.F.R. §164 subpts. A, E (2002)) and Proposer's own information security practices, to ensure continued compliance? If yes, provide a copy of or link to the Proposer’s HIPAA Privacy & Security policies and describe the Proposer's monitoring activities and the frequency of those activities with regard to PHI.

**Access Control**

1. How will users gain access (i.e., log in) to Information Resources?

2. Do Information Resources provide the capability to use local credentials (i.e., federated authentication) for user authentication and login? If yes, describe how Information Resources provide that capability.

3. Do Information Resources allow for multiple security levels of access based on affiliation (e.g., staff, faculty, and student) and roles (e.g., system administrators, analysts, and information consumers), and organizational unit (e.g., college, school, or department? If yes, describe how Information Resources provide for multiple security levels of access.

4. Do Information Resources provide the capability to limit user activity based on user affiliation, role, and/or organizational unit (i.e., who can create records, delete records, create and save reports, run reports only, etc.)? If yes, describe how Information Resources provide that capability. If no, describe what alternative functionality is provided to ensure that users have need-to-know based access to Information Resources.

5. Do Information Resources manage administrator access permissions at the virtual system level? If yes, describe how this is done.

6. Describe Proposer’s password policy including password strength, password generation procedures, password storage specifications, and frequency of password changes. If passwords are not used for authentication or if multi-factor authentication is used to Information Resources, describe what alternative or additional controls are used to manage user access.

*Complete the following additional questions if Information Resources will be hosted by Proposer:*

7. What administrative safeguards and best practices does Proposer have in place to vet Proposer's and third-parties' staff members that would have access to the environment hosting University Records to ensure need-to-know-based access?

8. What procedures and best practices does Proposer have in place to ensure that user credentials are updated and terminated as required by changes in role and employment status?

9. Describe Proposer's password policy including password strength, password generation procedures, and frequency of password changes. If passwords are not used for authentication or if multi-factor authentication is used to Information Resources, describe what alternative or additional controls are used to manage user access.

**Use of Data**

*Complete the following additional questions if Information Resources will be hosted by Proposer:*

1. What administrative safeguards and best practices does Proposer have in place to vet Proposer's and third-parties' staff members that have access to the environment hosting all systems that would hold or process University Records, or from which University Records may be accessed, to ensure that University Records will not be accessed or used in an unauthorized manner?

2. What safeguards does Proposer have in place to segregate University Records from system data and other customer data and/or as applicable, to separate specific University data, such as HIPAA and FERPA protected data, from University Records that are not subject to such protection, to prevent accidental and unauthorized access to University Records ?

3. What safeguards does Proposer have in place to prevent the unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access, or disclosure of University Records?

4. What procedures and safeguards does Proposer have in place for sanitizing and disposing of University Records according to prescribed retention schedules or following the conclusion of a project or termination of a contract to render University Records unrecoverable and prevent accidental and unauthorized access to University Records? Describe the degree to which sanitizing and disposal processes addresses University data that may be contained within backup systems. If University data contained in backup systems is not fully sanitized, describe processes in place that would prevent subsequent restoration of backed-up University data.

**Data Transmission**

1. Do Information Resources encrypt all University Records in transit and at rest? If yes, describe how Information Resources provide that security. If no, what alternative methods are used to safeguard University Records in transit and at rest?

*Complete the following additional questions if Information Resources will be hosted by Proposer:*

2. How does data flow between University and Information Resources? If connecting via a private circuit, describe what security features are incorporated into the private circuit. If connecting via a public network (e.g., the Internet), describe the way Proposer will safeguard University Records.

3. Are Information Resources data transmission secured between University and Proposer? If yes, describe how Proposer provides that security. If no, what alternative safeguards are used to protect University Records in transit?

**Notification of Security Incidents**

*Complete the following additional questions if Information Resources will be hosted by Proposer:*

1. Describe Proposer’s procedures to isolate or disable all systems that interact with Information Resources in the event a security breach is identified, including any systems that would hold or process University Records, or from which University Records may be accessed.

2. What procedures, methodology, and timetables does Proposer have in place to detect information security breaches and notify University and other customers? Include Proposer’s definition of security breach.

3. Describe the procedures and methodology Proposer has in place to detect information security breaches, including unauthorized access by Proposer’s and subcontractor’s own employees and agents and provide required notifications in a manner that meets the requirements of the state breach notification law.

**Compliance with Applicable Legal & Regulatory Requirements**

*Complete the following additional questions if Information Resources will be hosted by Proposer:*

1. Describe the procedures and methodology Proposer has in place to retain, preserve, backup, delete, and search data in a manner that meets the requirements of state and federal electronic discovery rules, including how and in what format University Records are kept and what tools are available to University to access University Records.

2. Describe the safeguards Proposer has in place to ensure that systems (including any systems that would hold or process University Records, or from which University Records may be accessed) that interact with Information Resources reside within the United States of America. If no such controls, describe Proposer’s processes for ensuring that data is protected in compliance with all applicable US federal and state requirements, including export control.

3. List and describe any regulatory or legal actions taken against Proposer for security or privacy violations or security breaches or incidents, including the final outcome.

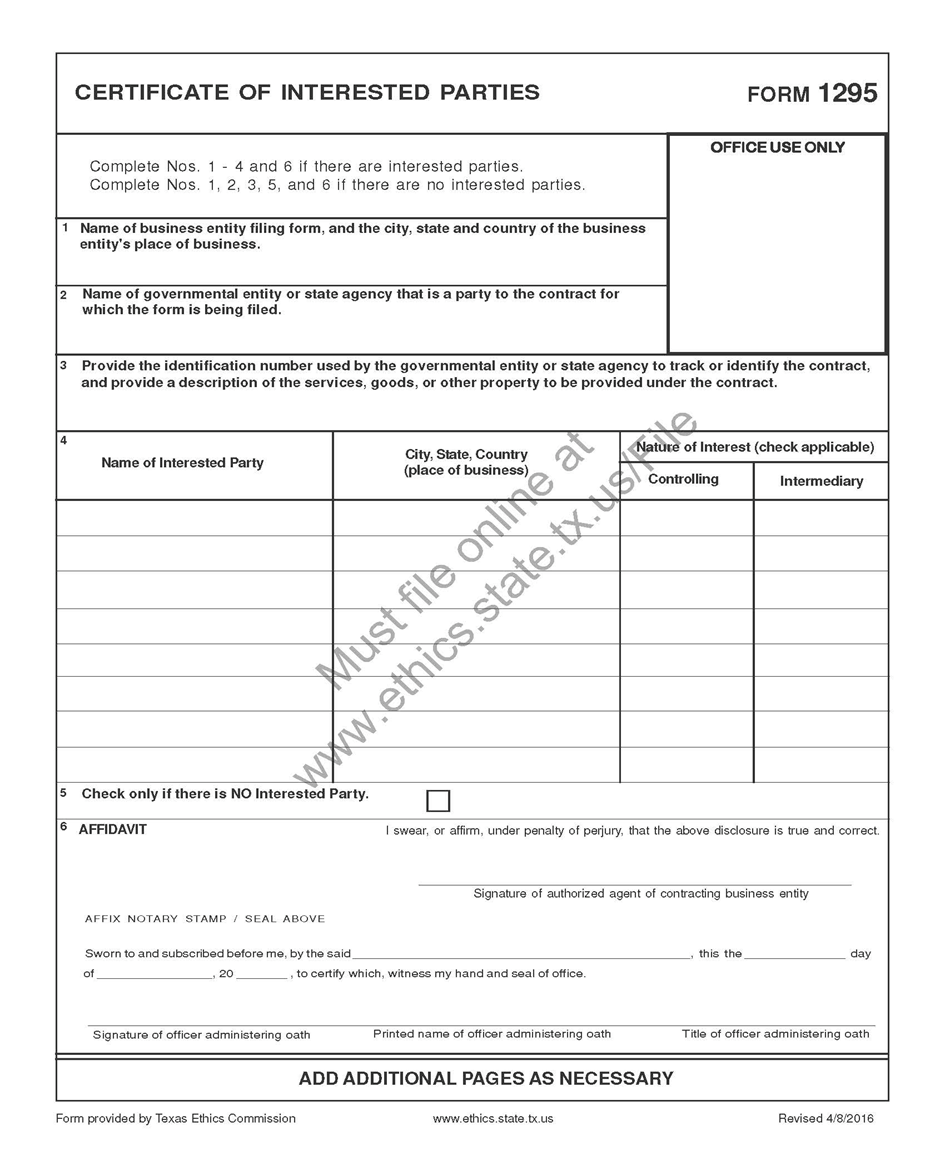
**APPENDIX EIGHT**

**CERTIFICATE OF INTERESTED PARTIES**

**(Texas Ethics Commission Form 1295)**

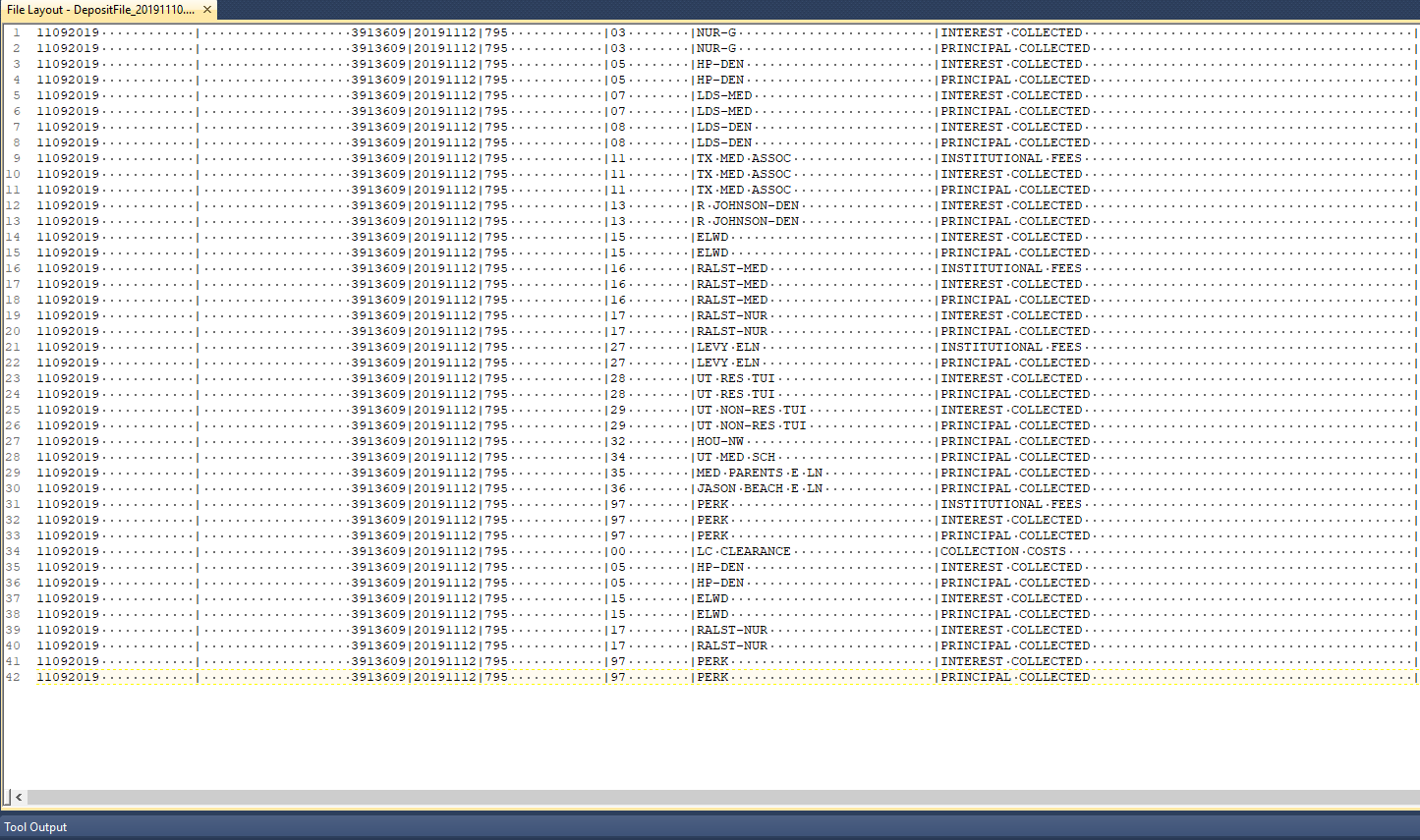
This is a sample Texas Ethics Commission’s FORM 1295 – CERTIFICATE OF INTERESTED PARTIES. If not exempt under [Section 2252.908(c), *Government Code*,](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#2252.908) Contractor must use the Texas Ethics Commission electronic filing web page (at <https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html>) to complete the most current Certificate of Interested Parties form and submit the form as instructed to the Texas Ethics Commission and University.

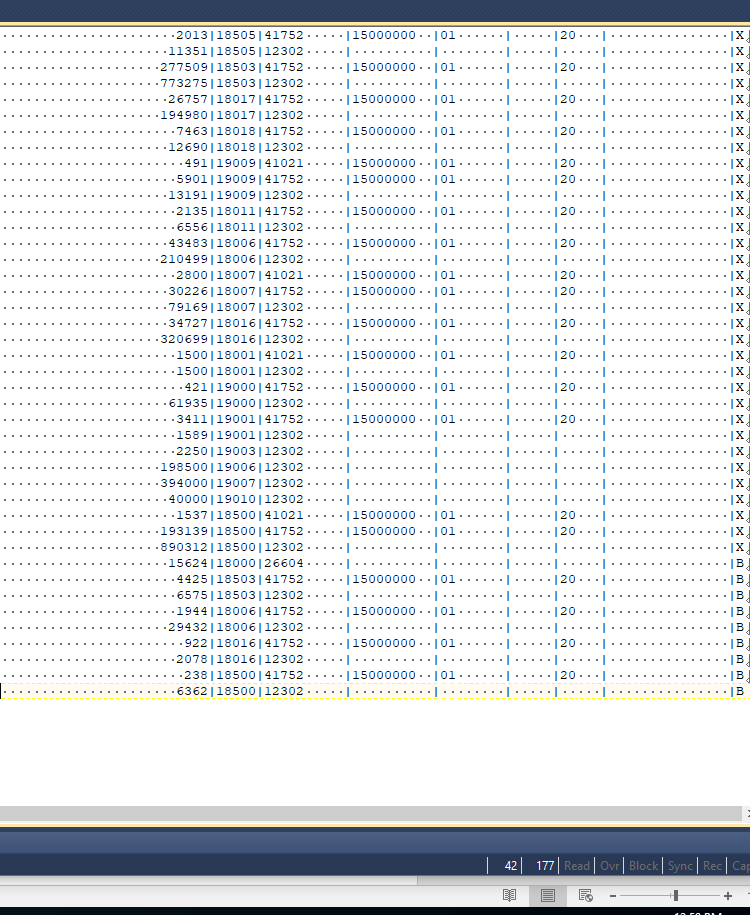
\***The Certificate of Interested Parties will be submitted only by Contractor to University with the signed Agreement.**



**EXHIBIT A**

**SAMPLE WEEKLY REPORT**





1. Electronic and information resources are defined in [§2054.451, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2054.htm#2054.451) and [1 TAC §213.1 (6)](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=10&ch=213&rl=1). [↑](#footnote-ref-2)
2. Voluntary Product Accessibility Templates are defined in [1 TAC §213.1 (19)](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=10&ch=213&rl=1). For further information, see this [VPAT document](https://www.itic.org/dotAsset/2d9d4d53-4e42-4dc0-ba4d-cf1377d431fe.doc) provided by the Information Technology Industry Council. [↑](#footnote-ref-3)