

REQUEST FOR PROPOSAL

by

The University of Texas at El Paso

for

**Selection of a Vendor to Provide
Collections Services**

related to

Student Business Services

RFP No. 724-2107-JBT

Submittal Deadline: May 14, 2021

Issued: April 22, 2021

REQUEST FOR PROPOSAL

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SECTION 1

INTRODUCTION

1.1 Description of University

Founded in 1914, The University of Texas at El Paso (UTEP or University) is a vibrant top tier public Research University of more than 25,000 students enrolled in 170 undergraduate and graduate degree programs. Set against the backdrop of the Franklin Mountains in the Chihuahuan Desert, UTEP is located at the heart of the U.S.-Mexico border in one of the largest binational communities in the world. UTEP maintains one of the lowest out-of-pocket costs of any doctoral research university in the U.S., underscoring its commitment to make education accessible to all. Rigorous program and research opportunities help prepare students to make significant contributions to their professions, their communities and the world. UTEP is designated as an R1 university (top tier doctoral university with very high research activity), one of only 130 in the country.

More information regarding the University is available on the Internet at www.utep.edu.

1.2 Background and Special Circumstances

Collection of University's receivables is of vital interest to both University and its students. However, it is imperative that no ill will is created in the collection of these debts. University placed 3,157 accounts with collections providers during fiscal year 2018/2019. The average balance of accounts placed for fiscal year 2018/2019 was \$1,696. The total value of University's portfolio is in excess of \$11.0 million. Placement numbers and dollars vary monthly.

Proposers may review frequently asked questions (FAQs) and the Solicitation Manual at the Miner Mall Sourcing Manager Internet address, www.sourcingmanager.utep.edu.

1.3 Objective of Request for Proposal

University is soliciting proposals for this multi-award bid in response to this Request for Proposal for Selection of a Vendor to Provide Collection Services related to Student Business Services, **RFP No.724-2107-JBT** (this "RFP"), from qualified vendors to collect delinquent federal loan accounts, delinquent institutional loan accounts, delinquent tuition bills, delinquent tuition installments, and auxiliary enterprise, traffic and library fines (the "**Services**" or the "**Work**"). The Services, which are more specifically described in **Section 5** (Specifications and Additional Questions) and **Appendix Two** of this RFP include (1) collection services, (2) skip-tracing, (3) asset searches and (4) related activities required for verifying and collecting accounts.

1.4 Group Purchase Authority

Texas law authorizes institutions of higher education (defined by [§61.003, Education Code](#)) to use the group purchasing procurement method (ref. §§[51.9335](#), [73.115](#), and [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 **3:00 p.m.** Mountain Standard Prevailing Time, on **May 14, 2021 (Submittal Deadline)**. Proposers must submit their proposals as follows:

Proposer must perform electronic submission and acknowledge the attributes (answer questions) for the documents requested in **Sections 3.4** (the “**Terms and Conditions**”) and **3.5** (the “**Submittal Checklist**”) of this RFP in Sourcing Manager at the Sourcing Manager Internet address at (<https://adminapps.utep.edu/sourcing/>).

2.1.1 The following are the steps to perform when registering as a new vendor in Sourcing Manager:

2.1.1.1 Go to <https://adminapps.utep.edu/sourcing/>

2.1.1.2 Click ‘Supplier Registration’

2.1.1.3 Review the Terms and Conditions and either click Accept Terms & Conditions and move forward, or Cancel

2.1.1.4 Enter Supplier Information. (*denotes required fields)

2.1.1.5 Select Special Classifications

2.1.1.6 Select Commodity Codes

2.1.1.6.1 Click ‘Add or Remove Selections’

2.1.1.6.2 Choose appropriate Commodities

2.1.1.6.3 Click ‘Save Selection’

2.1.1.7 Setup Primary User Information

2.1.1.8 Additional User’s will be established after registration is complete

2.1.1.9 Confirm all information and click Submit

University will contact you when the registration review has been completed.

2.1.2 Fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

Submission instructions are referenced in Section 3.2 of this RFP.

2.2 RFP Contact Information and Questions

Interested parties may direct questions about this RFP to:

The University of Texas at El Paso
Purchasing & General Services
Kelly Hall 3rd Floor
500 W. University Ave.
El Paso, TX 79968-0505
Attn: James Trejo
Phone: 915-747-5488
Email: jbtrejo3@utep.edu
(Email communications are preferred)

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 **May 5, 2021 (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:

2.3.1 Threshold Criteria Not Scored

- 2.3.1.1 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.

2.3.2 Scored Criteria

- 2.3.2.1 the cost of goods and services, including the Collection Fee percentage on delinquent balances; 40%
- 2.3.2.2 the quality of the Proposer's goods or services and the extent to which the goods or services meet and/or exceed the University's needs and expectations; 20%
- 2.3.2.3 the total long-term cost to the University of acquiring the Proposer's goods or services; 15%
- 2.3.2.4 the Proposer's exceptions to the terms and conditions set forth in Section 4 of this RFP; 10%
- 2.3.2.5 the Proposer's past relationship with the University; 10%
- 2.3.2.6 the reputation of the Proposer and of the Proposer's goods or services; 5%

2.4 Key Events Schedule

Date RFP Issued	April 22, 2021
Question Deadline (ref. Section 2.2)	2:00 p.m. MSPT on May 5, 2021
Submittal Deadline (ref. Section 2.1)	3:00 p.m. MSPT on May 14, 2021

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](#), 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 Code](#).*

Questions regarding the HSP may be directed to:

Contact: Benjamin Alvarez
HUB Coordinator
Director, Purchasing & General Services
Phone: 915-747-5456
Email: baalvarez@utep.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**):*

One (1) complete electronic signed copy of Proposer's HSP in a single .pdf file.

Any proposal submitted in response to this RFP that is not accompanied by a separate HSP document 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.

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Number of Copies

Proposer must submit (a) one (1) complete electronic copy of its entire proposal in a single .pdf file. An original signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. Section 2 of APPENDIX ONE) of the submitted electronic copy of the proposal.

The copy of the Proposer's proposal bearing an original signature should contain the mark "original" on the front cover of the proposal.

Proposers must acknowledge the attributes for the documents requested in Section 3.5 (Submittal Checklist) of this RFP in Sourcing Manager. Proposers may review solicitation FAQ's and the Solicitation Manual at the Sourcing Manager Internet address at www.sourcingmanager.utep.edu.

3.2 Submission

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

3.2.1 Electronic submission and acknowledgement of the attributes for the documents requested in Sections 3.4 (the "Terms and Conditions") and 3.5 (the "Submittal Checklist") of this RFP in Sourcing Manager at the Sourcing Manager Internet address at (<https://adminapps.utep.edu/sourcing/>).

Submission requirements indicated in Section 3.2.1 of this RFP is required to be considered for this solicitation. Failure to comply with the electronic submittal requirements will result in disqualification of submittal.

3.3 Proposal Validity Period

Each proposal must state that it will remain valid for University's acceptance for a minimum of one hundred and eighty (180) 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.

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

- 5.2.1 Contractor shall be responsible for and shall protect University from loss of any funds collected while the funds are in the custody of the Contractor. Contractor shall promptly transmit to University all funds collected regardless of any such loss. Contractor shall maintain in force for the period of the Agreement, and following its termination, for so long as the Contractor is engaged in collecting University's accounts, a blanket performance bond in the amount of \$1,000,000.00 payable to University to protect University against any loss or failure of Contractor or any of its officers, employees or agents to transmit to University for any reason the monies collected as required by this Agreement. The bond shall be in a form and issued by a surety satisfactory to University and shall require at least sixty (60) working days' advance written notice of cancellation to University. These limits are minimum limits and Contractor shall increase the amount of the bond upon request by University.
- 5.2.2 Contractor shall maintain insurance policies with an agency that maintains an "A" rating and is licensed in all states, for the policies described in the Specifications for Collections of Section B #20 of the Sample Agreement (APPENDIX TWO). Verification of the insurance coverage shall be furnished annually to University, Student Business Services.
- 5.2.3 Proposers who submit a proposal in response to the Request for Proposal should be prepared to provide an oral presentation of their proposal to the University Evaluation Committee. This will provide an opportunity for the Proposer to clarify or elaborate on their proposal, but will in no way change their original proposal. The University Purchasing Office will schedule a time and location of any such presentations. Oral presentations may be requested from those proposers that the University feels have presented the most advantageous written proposals that meet the University's needs. There is no guarantee that an oral presentation will be requested by University, therefore, proposals should be completed as presented.

5.3 Additional Questions Specific to this RFP

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

- 5.3.1 If Proposer takes exception to any terms or conditions set forth in **APPENDIX TWO**), Proposer must submit a list of the exceptions.
- 5.3.2 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](#)) and [1 TAC §§46.1 through 46.5](#)) 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](#), and information on the TEC website at https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php. **The Certificate of Interested Parties must only be submitted by Contractor upon delivery to University of a signed Agreement.***
- 5.3.3 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.**

- 5.3.4 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.
- 5.3.5 In its proposal, Proposer must describe, in detail, the technology and software capabilities that may be applied to the proposed collections services for University, as per industry standards.
- 5.3.6 In its proposal, Proposer must supply its rate of retrieval of delinquent accounts for the past five years, providing historical data.

Debt Retrieval Rate: _____ % in 2020
 _____ % in 2019
 _____ % in 2018
 _____ % in 2017
 _____ % in 2016

- 5.3.7 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.

5.4 Scope of Work

Contractor will provide the following Services to University:

- 5.4.1 The Contractor shall attempt to collect the debts referred to it by University which are described in Section 1.3 above, in compliance with the terms of the Agreement (**APPENDIX TWO**). The Services to be performed will include the following:
 - 5.4.1.1 Contractor will promptly undertake, through proper and lawful means, the collection of every account referred by University without regard to the amount. Contractor agrees and warrants that all collection activities will be in conformity to existing federal, state or local laws and regulations.
 - 5.4.1.2 Contractor will implement thorough collection procedures in its attempt to achieve a maximum recovery of debts. Such procedures will include telephone calls, mail efforts, pre-collection letters and skip tracing procedures whenever necessary.
 - 5.4.1.3 Contractor will not, under any circumstances, use any threats, intimidation, harassment, or any unfair collection practices in the collection of accounts or violate any guidelines established by federal, state, and local laws, regulations, and rules affecting the work and will maintain all required protection for property, employees, and public.
 - 5.4.1.4 Contractor will remit collections to University as set out in the Agreement (**APPENDIX TWO**).
 - 5.4.1.5 Contractor will include the following in the Services it provides;
 - 5.4.1.5.1 Collection of certified funds (eliminates returned check chargebacks)
 - 5.4.1.5.2 Credit Bureau Reporting
 - 5.4.1.5.3 Pre-Collection letters by collection agencies

SECTION 6

PRICING AND DELIVERY SCHEDULE

Proposal of: _____
(Proposer Name)

To: The University of Texas at El Paso

Ref: Collection Services related to the Student Business Services

RFP No.: 724-2107-JBT

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 three (3) years with the initial term of the Agreement proposed to begin on March 1, 2022, and proposed to expire on February 28, 2025. University may elect to renew the Agreement for up to two (2) additional one (1) year terms.

6.2 Pricing for Work and Expenses

The following collection fees will be the sole consideration paid to Contractor for performance of the Services under the Agreement: _____% collection fee on the delinquent balance of each account collected without the filing of suit. To the extent allowed by the Debtor's signed agreement or as otherwise authorized by law, this collection fee is to be collected in addition to the balance due. The percentage collection fee shall be based on the money actually collected which is past due and which is deposited in the University's bank account.

The University shall not be liable to the Contractor for any costs, fees or expenses incurred by Contractor in the collection of accounts over and above the percentage commission allowed above. THE CONTRACTOR WILL NOT BE AUTHORIZED TO FILE LAWSUITS ON BEHALF OF THE UNIVERSITY IN ORDER TO COLLECT ACCOUNTS. The University will be responsible only for the specified commission and no other expenses incurred by Contractor. Said commission fee shall be paid to Contractor on the 25 day of each month.

Please provide descriptive details on your pricing fee breakdown, to assist in the evaluation of your company's pricing.

6.3 Discounts

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

6.4 Payment Terms

University's standard payment terms are "net 30 days" as mandated by the *Texas Prompt Payment Act* (ref. [Chapter 2251, Government Code](#)).

[Section 51.012, Education Code](#), 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](#) 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](#), and [Title 34 TAC §3.322](#). Pursuant to [34 TAC §3.322\(c\)\(4\)](#), 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. Proposers are required to acknowledge the Addenda documents in Sourcing Manager at the Sourcing Manager Internet address at (<https://adminapps.utep.edu/sourcing/>).

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). 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](#), [552.104](#), [552.110](#), [552.113](#), and [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. Proposers shall acknowledge the attributes for the documents requested in Sections 3.4 (the "Terms and Conditions") and 3.5 (the "Submittal Checklist") of this RFP in Sourcing Manager at the Sourcing Manager Internet address at (<https://adminapps.utep.edu/sourcing/>).

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. Proposer shall also enter pricing information in Sourcing Manager at the Sourcing Manager Internet address at (<https://adminapps.utep.edu/sourcing/>). 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. Proposers are required to acknowledge the attributes for the documents requested in Sections 3.4 (the "Terms and Conditions") and 3.5 (the "Submittal Checklist") as well as supply pricing for this RFP in Sourcing Manager at the Sourcing Manager Internet address at (<https://adminapps.utep.edu/sourcing/>).*

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](#) and [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 2271, Texas Government Code](#), Contractor certifies Contractor (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - 2.1.14 Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), 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](#), 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](#), 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](#), 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](#)).
- 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](#)) and the *Texas Hazard Communication Act*, [Chapter 502, Health and Safety Code](#), 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](#), 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](#), and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in [30 TAC Chapter 328, §361.952\(2\), Health & Safety Code](#), 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.

2.13 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.: 724-2107-JBT

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 AND 552.023, GOVERNMENT CODE](#), INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER [§559.004, GOVERNMENT CODE](#), 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)

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 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER §559.004, GOVERNMENT CODE, 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](#), 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](#)), 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: The University of Texas at El Paso

RFP No.: 724-2107-JBT

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

AGREEMENT

COUNTY OF _____ STATE OF TEXAS §
§

The University of Texas El Paso by and through the undersigned duly authorized official, hereinafter called "the University" and _____, hereinafter called "Contractor", hereby agree to this Contract (also referred to herein as the Agreement) as follows:

That the Contractor, for and in consideration of the covenants, conditions, contracts, and stipulations hereinafter expressed, does hereby agree to furnish to the University collection services as outlined in the provisions below entitled "General Provisions" and "Specifications for Collections", which are a part of this Contract (the "Services:"); and that Contractor's performance of the Services shall (1) conform to the specifications and requirements of that certain Request for Proposal related to Student Business Services for The University of Texas at El Paso, RFP No. 724-2107-JBT (the "RFP"), which is incorporated by reference for all purposes, and (2) to the extent consistent with the RFP, conform with Contractor's proposal dated _____ ("Contractor's Proposal") which was submitted by Contractor in response to the RFP and is incorporated by reference for all purposes.

A. GENERAL PROVISIONS

* 1. Contractor agrees to indemnify, defend and hold harmless the State of Texas, The University of Texas System and their Regents, The University and their officers, agents and employees from any and all liability, loss, damage or expense, including reasonable attorney's fees incurred in investigating, defending, or settling any of the forgoing, they may incur which result from any claims against them, individually or severally, for any acts, omissions, negligence, or willful misconduct of the Contractor or its officers, agents or employees in the performance of this contract or Contractor's violation of state and federal debt collection statutes.

* 2. The Contractor, its officers, agents or employees, in the performance of this Contract, shall act in an independent capacity and as independent contractors and not as officers, agents or employees of The University of Texas System, the State of Texas or The University.

3. The University may terminate this Contract and be relieved of the payment of any further obligation to Contractor should Contractor fail to perform its obligations under this Contract and comply with the representations, warranties, and covenants herein contained within the time or in the manner provided. In the event of such termination, the University may proceed with specific performance of the Services provided for herein in any manner deemed proper by the University.

* 4. Except as specifically provided in any HUB Subcontracting Plan ("HSP") attached hereto, this Contract is not assignable by Contractor either in whole or in part without the prior written consent of the University.

* 5. No amendment, alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto. This Contract contains the entire Contract of the parties and no oral understanding or agreement not incorporated herein shall be binding on either of the parties hereto.

* 6. The consideration to be paid Contractor, as provided herein, shall be in compensation for all Services performed and expenses incurred, including travel and per diem, unless otherwise expressly provided.

* 7. The laws of the State of Texas shall govern the interpretation and performance of this Contract. ANY ACTION BROUGHT TO ENFORCE ANY PROVISION OF THIS CONTRACT SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION OF THE STATE OF TEXAS IN TRAVIS COUNTY, TEXAS UNLESS ANY OTHER VENUE IS STATUTORILY MANDATED, IN WHICH CASE THE SPECIFIC VENUE STATUTE WILL APPLY, SUBJECT TO ANY ALTERNATIVE DISPUTE RESOLUTION PROCEDURES ADOPTED BY THE UNIVERSITY PURSUANT TO CHAPTER 2009, TEXAS GOVERNMENT CODE..

8. The term of this Contract shall be from March 1, 2022 to February 28, 2025 with the right and option resting in the University to extend and renew the term of the Contract, subject to the same terms and conditions, for an additional twelve (12) months.

9. The dispute resolution process provided for in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by the University and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Chief Business Officer of the University will examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the execution of this Contract by the University nor any other conduct, action or inaction of any representative of the University relating to this Contract constitutes or is intended to constitute a waiver of the University's or the state's sovereign immunity to suit; and (ii) the University has not waived its right to seek redress in the courts.

10. By its signature below, Contractor certifies that it has the authority to do business in Texas and shall provide a Certificate evidencing same upon its execution of this Contract. Further, by its signature below, Contractor certifies that, to the best of its knowledge, it is not currently delinquent in the payment of any taxes due under Chapter 171 of the Texas Tax Code, it is exempt from the payment of those taxes, or it is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. Contractor further certifies that there are no outstanding warrants in place against Contractor at the office of the Texas Comptroller of Public Accounts. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Contractor further agrees that any payments owing to Contractor under this Contract may be applied directly toward any debt or delinquency that Contractor 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.

11. Pursuant to Section 231.006, Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

12. INTENTIONALLY DELETED.

13. INTENTIONALLY DELETED.

14. As used in this paragraph, the term "Information" means any data or information Contractor creates, obtains, accesses, receives, stores, or uses in performing this Contract; for example, social security numbers, credit card numbers, or data protected or made confidential or sensitive by any applicable federal or Texas law or regulation, including the Gramm-Leach-Bliley Act ("GLB", Public Law No. 106-102), the Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. Section 1232g) and the Health Insurance Portability and Accountability Act ("HIPAA", Public Law No. 104-191).

If the activities of Contractor under this Contract require Contractor to create, obtain, access, receive, store, or use Information then Contractor represents, warrants and certifies it will: (1) hold all Information in the strictest confidence; (2) not release any Information unless Contractor obtains University's prior written approval and performs such a release in full compliance with all applicable privacy laws, including GLB, FERPA and HIPAA; (3) not otherwise use or disclose Information except as (a) permitted or required by this Contract, (b) required by law, or (c) authorized by University in writing; (4) safeguard Information according to all commercially reasonable administrative, physical and technical standards (e.g., such standards established by the National Institute of Standards and Technology, the Center for Internet Security, or the Gramm-Leach Bliley Act - see Standards for Safeguarding Customer Information, 16 C.F.R. Part 314, keeping in mind the objectives of Section 314.3(b)); (5) continually monitor its operations and take any action necessary to assure the Information is safeguarded in accordance with the terms of this Contract and as required by applicable federal or Texas law or regulation; and (6) comply with the University's rules, policies, and procedures regarding the Information, including the UT System Administration Policy 165. At University's request, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard Information.

If an impermissible use or disclosure of any Information occurs, Contractor will provide (1) written notice to University within one (1) business day after Contractor's discovery of such use or disclosure and (2) all information University requests concerning such impermissible use or disclosure. If University determines that Contractor has breached the terms of this paragraph, then University may immediately terminate this Contract without notice or opportunity to cure. Within 30 days after the expiration or earlier termination of this Contract for any reason, Contractor shall either return or destroy, at University's direction, all information provided by University to Contractor under this Contract, including all University information provided to Contractor's employees, subcontractors, agents, or other affiliated persons or entities ("Contractor Affiliates."). Contractor will notify University prior to destruction of any of the information. Contractor will require all Contractor Affiliates to agree in writing to comply with all of Contractor's obligations and responsibilities under this paragraph

as if such persons or entities were the Contractor, and Contractor will be responsible for ensuring such compliance by such Contractor Affiliates. Contractor's obligations under this Section A. 14. shall survive the expiration or earlier termination of this Contract for any reason.

Contractor acknowledges that it will be handling University's covered accounts, as those accounts are defined under 16 C.F.R. 681.1. Contractor certifies that it has a compliant **Identity Theft Prevention, Detection and Mitigation Program** in place, as required under 16 C.F.R. 681.1, and will handle University's covered accounts in accordance with this Program.

If Contractor will process credit/debit card payments in conjunction with performing Services required under this Contract, Contractor agrees to comply with all applicable Payment Card Industry Data Security Standards (PCI DSS), including Payment Application Data Security Standards (PA DSS), promulgated by the Payment Card Industry Security Standards Council (PCI SSC). Contractor will cause its agents and subcontractors to comply with these standards as well. Contractor will achieve and maintain compliance under the current versions of PCI DSS and PA DSS published on the PCI SSC website for service providers and payment applications. Contractor will provide to University (1) on or before the date this Contract is signed by University, and (2) within ten (10) days after each anniversary of the date this Contract is signed by University, a copy of Contractor's annual attestation of compliance signed by a Qualified Security Assessor (QSA) as described on the PCI SSC website.

15. INTENTIONALLY DELETED.

16. This Contract is not effective for any amount over one million dollars until approved by the Board of Regents of The University of Texas System.

17. Performance by University under the Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "**Legislature**") and/or allocation of funds by the Board of Regents of The University of Texas System (the "**Board**"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then the University will issue written notice to Contractor and the University may terminate this Contract without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of the University.

18. Contractor is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including but not limited to Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, and Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991 and all laws and regulations and executive orders as are applicable.

Contractor certifies that, except for restrooms and wash rooms and one (1) or more lactation rooms each of which is segregated on the basis of sex: (1) it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained; (2) it will not maintain or provide for its employees any segregated facilities at any of its establishments; and (3) it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in the Contract. The term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, entertainment areas, transportation, or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. Contractor further agrees that, except where it has contracts prior to the award with subcontractors exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, Contractor will retain such certifications for each one of its subcontractors in Contractor's files, and that it will forward the following notice to all proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES - A Certification on Nonsegregated Facilities must be submitted prior to the award of any subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Contractor understands that the penalty for making false statements regarding the subject matters of this Section is prescribed in 18 U.S.C. 1001.

19. If a HSP is attached to this Contract, Contractor agrees to use good faith efforts to subcontract the Services in accordance with the HSP. Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to the University in the format required by the Statewide Procurement and Statewide Support Services Division of the Texas Comptroller of Public Accounts or successor entity ("SPSS"). Submission of compliance reports will be required as a condition for payment under the Contract. If the University determines that Contractor has failed to subcontract as set out in the HSP, the University will notify Contractor of any deficiencies and give Contractor an opportunity to submit documentation and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Contractor. If the University determines that Contractor failed to implement the HSP in good faith, the University, in addition to any other remedies, may report nonperformance to the SPSS in accordance with 34 TAC §§20.285(g)(5), 20.585 and 20.586. The University may also revoke this Contract for breach and make a claim against the Contractor.

Changes to the HSP. If at any time during the term of the Contract, Contractor desires to change the HSP, before the proposed changes become effective (1) Contractor must comply with 34 TAC Section 20.285; (2) the changes must be reviewed and approved by the University; and (3) if the University approves changes to the HSP, the Contract must be amended in accordance with Item A.5 of this Contract to replace the HSP with the revised subcontracting plan.

Expansion of the Services. If the University expands the scope of the Services through a change order or any other amendment, the University will determine if the additional Services contain probable subcontracting opportunities not identified in the initial solicitation for the Services. If the University determines additional probable subcontracting opportunities exist, Contractor will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of 34 TAC Section 20.285 before (1) the Contract may be amended to include the additional Services; or (2) Contractor may perform the additional Services. If Contractor subcontracts any of the additional subcontracting opportunities identified by the University without prior authorization and without complying with 34 TAC Section 20.285, Contractor will be deemed to be in breach of the Contract and will be subject to any remedial actions provided by Texas law including Chapter 2161, Government Code, and 34 TAC Section 20.285. The University may report nonperformance under the Contract to the SPSS in accordance with 34 TAC §§20.285(g)(5), 20.585 and 20.586.

20. Contractor confirms that neither Contractor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States ("U.S.") federal government procurement or nonprocurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs issued by the U.S. General Services Administration. "Principals" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Contractor shall provide immediate written notification to the University if, at any time prior to award, Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when the University executes the Contract. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to the University, the University may terminate the Contract for default by Contractor.

21. Contractor acknowledges that the University may be prohibited by federal regulations from allowing any employee, representative, subcontractor, or agent of Contractor to work on site at the University's premises or facilities if that individual is not eligible to work on federal healthcare programs such as Medicare, Medicaid, or other similar federal programs. Therefore, Contractor shall not assign any employee, representative, subcontractor or agent that appears on the List of Excluded Individuals issued by the United States Office of the Inspector General ("OIG") to work on site at the University's premises or facilities. Contractor shall perform an OIG sanctions check quarterly on each of its employees, representatives, subcontractors and agents during the time such employees, representatives, subcontractors and agents are assigned to work on site at the University's premises or facilities. Contractor acknowledges that the University will require immediate removal of any employee, subcontractor or agent of Contractor assigned to work at their premises or facilities if such employee, subcontractor or agent is found to be on the OIG's List of Excluded Individuals. The OIG's List of Excluded Individuals may be accessed through the following Internet website: <https://exclusions.oig.hhs.gov>.

22. Contractor agrees that a written copy of Contractor's Civil Rights "Affirmative Action Compliance Program" will be provided simultaneously with the Contract and incorporated for all purposes, or if Contractor is not required to have such a written program, the reason Contractor is not subject to such requirement will be provided in writing.

23. Contractor represents and warrants that all articles and services furnished under the Contract meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-598) and its regulations in effect or proposed as of the date of the Contract.

24. If the Contract requires Contractor's presence on the University's premises or in the University's facilities, Contractor agrees to cause its representatives, agents, employees and permitted subcontractors (if any) to become aware of, fully informed about, and in full compliance with all applicable University rules and policies, including, without limitation, those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.

25. Except as otherwise provided in this paragraph, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to **University** : The University of Texas at El Paso
Purchasing and General Services
Kelly Hall 3rd Floor
500 W. University Ave.
El Paso, TX 79968-0505
Attention: Dr. Diane N. De Hoyos, Associate Vice President
Phone: 915-747-5601
Fax: 915-747-5932
Email: dndehoyos@utep.edu

with copy to: The University of Texas at El Paso
Student Business Services
Academic Services Building Room 118
500 W. University Ave.
El Paso, TX 79968-0505
Attention: Juan Gonzalez, Director
Phone: 915-747-7337
Fax: 915-747-5933
Email: juang@utep.edu

If to **Contractor**: _____
Street Address, City, ST and Zip: _____
Attention: _____
Fax: _____
Email: _____

or such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.

26. **Access by Individuals with Disabilities.** Contractor represents and warrants ("EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to University under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213, Texas Administrative Code, and Title 1, Chapter 206, Rule §206. 70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M, Government Code.) To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility warranty, then Contractor represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor fails or is unable to do so, then University may terminate this Agreement and Contractor will refund to University all amounts University has paid under this Agreement within thirty (30) days after the termination date.

27. University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. In accordance with Section 552.002 of the TPIA and Section 2252.907, Texas Government Code, and **at no additional charge to University, Contractor will make any information created or exchanged with University pursuant to this Contract (and not otherwise exempt from disclosure under TPIA) available in a format reasonably**

requested by University that is accessible by the public. Pursuant to Section 552.372 of the Texas Government Code, Contractor must:

- (1) preserve all contracting information (ref. Section 552.003(7), Texas Government Code) related to this Contract as provided by the records retention requirements applicable to University for the duration of this Contract;
- (2) promptly provide to the University any contracting information related to this Contract that is in the custody or possession of Contractor on request of the University; and
- (3) on completion of this Contract, either:
 - (A) provide at no cost to the University all contracting information related to this Contract that is in the custody or possession of Contractor, or
 - (B) preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the University.

The requirements of Subchapter J, Chapter 552, Government Code ("Subchapter J") may apply to this Contract and Contractor agrees that the Contract can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of Subchapter J.

University may not accept a bid for a contract described by Section 552.371, Texas Government Code or award the contract to an entity that the University has determined has knowingly or intentionally failed to comply with Subchapter J in a previous bid or contract described by Section 552.371 unless the University determines and documents that the entity has taken adequate steps to ensure future compliance with the requirements of Subchapter J.

If Contractor fails to comply with the requirements of Subchapter J applicable to Contractor, then University shall provide written notice to Contractor stating the requirement(s) of Subchapter J that Contractor has violated.

Such notice will also advise Contractor that University may terminate this Contract without further obligation to Contractor if (a) Contractor does not cure the violation on or before the 10th business day after the date the University provides the notice, (b) the University determines that Contractor has intentionally or knowingly failed to comply with a requirement of that Subchapter J, and (c) the University determines that Contractor has not taken adequate steps to ensure future compliance with the requirements of Subchapter J. For purposes of the above, Contractor has taken adequate steps to ensure future compliance with Subchapter J if: (1) Contractor produces contracting information requested by the University that is in the custody or possession of Contractor not later than the 10th business day after the date the University makes the request and (2) Contractor establishes a records management program to enable Contractor to comply with Subchapter J.

28. Contractor and its employees, agents, representatives and subcontractors have read and understand University's Conflicts of Interest Policy, University's Standards of Conduct Guide and applicable state ethics laws and rules at <https://www.utsystem.edu/offices/systemwide-compliance/ethics>. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, University's Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board of Regents of The University of Texas System has a direct or indirect financial interest in the transaction that is the subject of this Contract. *To the extent applicable to it*, Contractor agrees to comply with [§2252.908, Texas Government Code](#) (Disclosure of Interested Parties Statute), and [1 TAC §§46.1 through 46.5](#) (Disclosure of Interested Parties Regulations), as implemented by the Texas Ethics Commission (TEC) and, including, among other things, providing the TEC and University with information required on the form promulgated by TEC. Contractor may learn more about these disclosure requirements, including the use of TEC's electronic filing system, by reviewing the information on TEC's website at: https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php.

29. Pursuant to Chapter 2271 of the Texas Government Code, Contractor certifies that Contractor does not currently boycott Israel and will not boycott Israel during the term of this Contract. Contractor acknowledges this Contract may be terminated and payment withheld if this certification is inaccurate.

30. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Contract may be terminated and payment withheld if this certification is inaccurate.

31. If this Contract is translated into other foreign languages and executed by the parties, the English language version will be the original and controlling contract, and any other language versions will be considered translations for

informational purposes only. If the terms and conditions of the original English language Contract conflict with those in any foreign language translation of this Contract, the terms and conditions of the original English language Contract will prevail.

32. If Contractor and/or its subcontractors, officers, or employees will have an account on a state computer system (for example, an account to an application, database, or network), then pursuant to Section 2054.5192, Texas Government Code, Contractor and its subcontractors, officers, and employees must complete a cybersecurity training program certified under Section 2054.519, Texas Government Code and selected by the University. The cybersecurity training program must be completed by Contractor and its subcontractors, officers, and employees during the term and any renewal period of this Agreement. Contractor shall verify completion of the program to the University.

B. SPECIFICATIONS FOR COLLECTIONS

1. Contractor agrees to accept for collection, upon the terms and conditions prescribed in this Contract, all unpaid accounts that the University may choose to refer to the Contractor. The number and origin of these accounts and the means by which Contractor shall receive the accounts shall be determined solely by, and may be altered at the discretion of, the University. At least 3 different University departments may refer accounts to the Contractor.

2. Contractor shall acknowledge to the Student Business Office and to any other office or entity designated in writing by the University, the receipt of all accounts referred to Contractor for collection. Contractor shall transmit this acknowledgment in a form acceptable to the University no later than seven (7) calendar days after accounts are referred to Contractor.

* 3. Contractor shall promptly undertake, through proper and lawful means, the collection of every account referred by the University without regard to the amount. Contractor agrees and warrants that all collection activities will be in conformity with existing federal, state or local laws and regulations. Contractor agrees to indemnify the University for any costs of whatever kind and nature incurred by the University as a result of any legal action against the University from the collection practices or methods of Contractor's officers, agents or employees.

4. Contractor shall implement thorough collection procedures in its attempt to achieve a maximum recovery of debts. Such procedures shall include telephone calls, mail efforts and skip tracing procedures whenever necessary.

* 5. Contractor acknowledges the privacy rights of debtors and shall not release information concerning the delinquent debtor to any credit bureau or other third parties without full compliance with all federal and state privacy laws and prior written approval from the University.

6. Contractor shall furnish to the Student Business office of the University the following reports:

6.1 Contractor shall remit weekly payment reports to University and deposit the gross proceeds of payments collected by ACH to University's account. The weekly statements will contain the UT El Paso assigned student ID as identifier.

6.2 Monthly reports will be made available to University through the agency's web site (downloadable in excel or csv format).

6.3 A monthly Debtor Status Report detailing all active accounts.

6.4 A monthly Placement Analysis Report.

6.5 A Schedule of Aged Accounts Receivables of all active accounts submitted monthly.

6.6 A monthly report of accounts returned to University which have not been converted to regular repayment status by the end of 12 (twelve) consecutive calendar months.

These reports shall be in a form acceptable to the University, shall include information required by the University, and be furnished at times prescribed by the University. All reports must be kept separate by the particular department of the University that referred the account to the Contractor.

7. Payments received by Contractor shall be direct deposited in the University's Bank Account Number _____, at (bank) once a week. The Contractor shall upon such deposit provide a copy of said weekly deposit to the University along with a statement of collections received on each debtor's account to include a listing of the accounts and amounts collected per account.

8. The following collection fees shall be the sole consideration paid to Contractor for its Services under this Contract:

_____ % collection fee on the delinquent balance of each account collected without the filing of suit. To the extent allowed by the Debtor's signed agreement or as otherwise authorized by law, this collection fee is to be collected in addition to the balance due. The percentage collection fee shall be based on the money actually collected which is past due and which is deposited in the University's bank account.

*The University shall not be liable to the Contractor for any costs, fees or expenses incurred by Contractor in the collection of accounts over and above the percentage commission allowed in Item B.8. above. THE CONTRACTOR WILL NOT BE AUTHORIZED TO FILE LAWSUITS ON BEHALF OF THE UNIVERSITY IN ORDER TO COLLECT ACCOUNTS. The University will be responsible only for the specified commission and no other expenses incurred by Contractor. Said commission fee shall be paid to Contractor on the 25th day of each month.

* 9. Contractor shall be responsible for ensuring that the accounts are updated to reflect the amount actually past due. Contractor shall return an account to the University as soon as the delinquency has been paid. Contractor shall exercise special care to ensure that the entire principal with interest and penalties assessed and collection fees, as authorized by the Debtor's signed agreement or as otherwise authorized by law, have been paid before informing the borrower or debtor that the debt is paid in full.

* 10. Contractor shall reimburse the University for any amount which becomes uncollectible or which is lost due to any act or omission of the Contractor or its officers, agents or employees. Such acts or omissions may include, but are not limited to, accepting a compromise settlement for less than the total amount due without authorization of the University, acknowledging that a payment constitutes payment in full when in fact the loan or account is not paid in full, and failing to immediately refer any Notice of Bankruptcy to the University. In no event will Contractor (1) settle or compromise an account for less than the full amount owed (including collection costs where authorized by statute or terms of the obligation) without written authority from the University or (2) fail to refer any Notice of Bankruptcy to the University within three (3) working days of Contractor's receipt of such Notice.

* 11. Contractor agrees to suspend action either temporarily or permanently on any account referred for collection upon notification to do so by the University and to return accounts to the University upon request. Accounts referred to Contractor by University shall be returned to the University if there is no payment activity for four (4) consecutive calendar months since date of last transaction.

* 12. No collection fees shall be paid to Contractor on accounts which are referred for collection, but on which the University receives payment prior to any collection efforts being performed by Contractor.

* 13. No collection fee shall be paid to Contractor on accounts which are deferred, postponed or canceled.

* 14. Contractor shall not share in funds collected by the University as a result of exercise or enforcement by the University of any statutory rights (including but not limited to enforcement of hospital liens), its right to offset monies owed the debtor by the State of Texas or the University or its rights to hold the grades, degree or transcript or bar the readmission of the debtor. The University will notify Contractor of any monies received pursuant to exercise of these rights.

* 15. Any amounts received by Contractor which are in excess of that which is due and payable are overpayments and shall be forwarded in full to the University with an explanation that the amount is an overpayment. Contractor shall not be entitled to a collection fee for overpayments and shall not retain any portion of an overpayment.

16. Contractor agrees to without charge promptly cancel and return to the University all accounts on which collection activity has ceased or accounts which are requested to be returned by the University. Contractor agrees to return accounts with a record of any contacts made with the borrower including current address, telephone number, and any other information that will aid in the future collection of the account. The transmission of such information is part of the Services to the University that Contractor agrees to perform.

* 17. Contractor shall appoint at least one representative who will have primary responsibility and authority for the University's accounts.

* 18. Contractor will maintain records as they pertain to said accounts in such a manner as to be auditable by the University during normal business hours, at any time during the term of this Contract and for a period of seven (7) years thereafter. Contractor will not destroy any of the records and documents relating to University accounts until it has received

written permission to do so from the University. Contractor understands that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Education Code*. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors. To the extent applicable to the Contract, in accordance with Section 1861(v)(I)(i) of the Social Security Act (42 U.S.C. 1395x) as amended, and the provisions of 42 CFR Section 420.300, et seq., Contractor agrees to allow, during and for a period of not less than seven (7) years after the Contract term, access to this Contract and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.

19. Contractor shall promptly respond to complaints or inquiries transmitted to Contractor by the University which arise out of Contractor's performance of this Contract.

* 20. Contractor shall be responsible for and shall protect the University from loss of any funds collected while the funds are in the custody of the Contractor. Contractor shall promptly transmit to the University all funds collected regardless of any such loss. Contractor shall maintain in force for the period of this Contract, and following its termination, for so long as the Contractor is engaged in collecting the University's accounts, a blanket performance bond in the amount of \$1,000,000, payable to the University to protect the University against any loss or failure of Contractor or any of its officers, employees or agents to transmit to the University for any reason the monies collected as required by this Contract. The bond shall be in a form and issued by a surety satisfactory to the University and shall require at least sixty (60) working days' advance written notice of cancellation to the University. These limits are minimum limits and Contractor shall increase the amount of the bond upon request of the University.

In addition to the above, Contractor, consistent with its status as an independent contractor, will carry the following insurance coverages in the form, with the companies and in the amounts (unless otherwise specified) as the University may require:

Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000.

Each Accident	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

Commercial General Liability Insurance with limits of not less than:

General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$ 50,000
Medical Expenses (any one person)	\$ 10,000

Commercial Automobile Liability Insurance covering all owned, non-owned or hired automobiles, with coverage for at least \$1,000,000 Combined Single Limit Bodily Injury and Property Damage.

Director and Officer Liability Insurance with coverage of not less than One Million Dollars (\$1,000,000) per claim.

Professional Liability (Errors & Omissions) Insurance with limits of not less than \$2,000,000 each occurrence, \$3,000,000 aggregate.

Crime Insurance with limits of not less than \$1,000,000

Contractor will maintain Cyber Liability insurance with limits of not less than \$1,000,000 for each wrongful act.

Contractor shall maintain insurance policies with an agency that maintains an "A" rating and is licensed in all states, for the policies described in the Specifications for Collections of this Section. Verification of the insurance coverage shall be furnished annually to University, Student Business Services.

Policies must include a waiver of all rights of subrogation and other rights in favor of University. **Further, University reserves the right to require Contractor to maintain additional or different insurance coverage that will adequately compensate University for any damages resulting from the negligence; recklessness; or the intentional acts of the Contractor or its agents.**

Contractor will deliver to the University:

- A. Evidence satisfactory to the University in its sole discretion, evidencing the existence of all the required insurance and bonding promptly after the execution and delivery hereof and prior to the performance or continued performance of any Services to be performed by Contractor hereunder from or after the date of the Contract; and
- B. Additional evidence, satisfactory to the University in its sole discretion, of the continued existence of all required insurance not less than thirty (30) days prior to the expiration of any required insurance. If, however, Contractor fails to pay any of the renewal premiums for the expiring policies or bond, the University will have the right to make the payments and set-off the amount thereof against the next payment coming due to Contractor under the Contract.

Such insurance policies, with the exception of Workers' Compensation and Employer's Liability, will name and the certificate will reflect the University as Additional Insured and will provide that the policies will not be canceled until after thirty (30) days' unconditional written notice to the University, giving the University the right to pay the premium to maintain coverage, in which event Section 20.B. will apply.

The insurance policies required in the Contract will be kept in force for the periods specified below:

- B.1 Commercial General Liability Insurance, Commercial Automobile Liability Insurance, and Director and Officer Liability Insurance will be kept in force until receipt of Final Payment made by Contractor to University; and
- B.2 Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until the Services have been fully performed and accepted by the University in writing.

* 21. Either party has the right to cancel this Contract upon thirty (30) days written notice to the other party. Upon notification of cancellation, Contractor must immediately cease all collection efforts on University accounts. Monies received by Contractor during the sixty (60) day period immediately following the cancellation date will be subject to the fee provisions of Paragraph B.8. All accounts shall be returned to the University within sixty (60) days of the cancellation of this Contract.

22. Upon the termination of the Contract, other than as provided in Paragraph B.21, Contractor shall return all accounts to the University and any collections received by the Contractor after such termination date shall be sent to the University without a fee charge.

23. All money received for an account after the date that the account was required to be returned to the University under any provision of this Contract shall be returned in full by Contractor to the University.

* 24. Should Contractor either fail or refuse to return an account to the University as required by any provision of this Contract, Contractor shall cease any further collection effort on the account and shall consider the account under the control of the University. Contractor shall be responsible for all costs, fees, and expenses incurred by the University in its efforts either in or out of court to obtain the return of accounts. Contractor shall also be responsible for any claims or damages which may arise from its failure or refusal to return accounts in a timely fashion.

25. Contractor, pursuant to Federal Regulation, agrees to comply with all applicable statutory provisions of or applicable to Title IV of the Higher Education Act of 1965, as amended and as set forth in 34 CFR Section 668.25.

26. Contractor will not, under any circumstances, use any threats, intimidation, harassment, or any unfair collection practices in the collection of accounts or violate any guidelines established by federal, state, and local laws, regulations, and rules affecting the work and will maintain all required protection for property, employees, and public.

27. Contractor will include the following in the Services it provides;

- 27.1 Collection of certified funds (eliminates returned check chargebacks)
- 27.2 Credit Bureau Reporting
- 27.3 Pre-Collection letters by collection agencies

ENTERED INTO THIS ____ DAY OF _____, 20__.

THE UNIVERSITY OF TEXAS AT EL PASO

COLLECTION AGENCY NAME

By: _____

By: _____

Name: Dr. Diane N. De Hoyos

Name _____

Title: Associate Vice President
Purchasing & General Services

Title _____

EXHIBIT A

At a minimum, the following reports must be submitted monthly:

1. A report detailing all active accounts (by name, social security or other account number, and amount)
2. A report detailing all amounts paid during the month
3. A schedule of aged accounts receivable for all active accounts

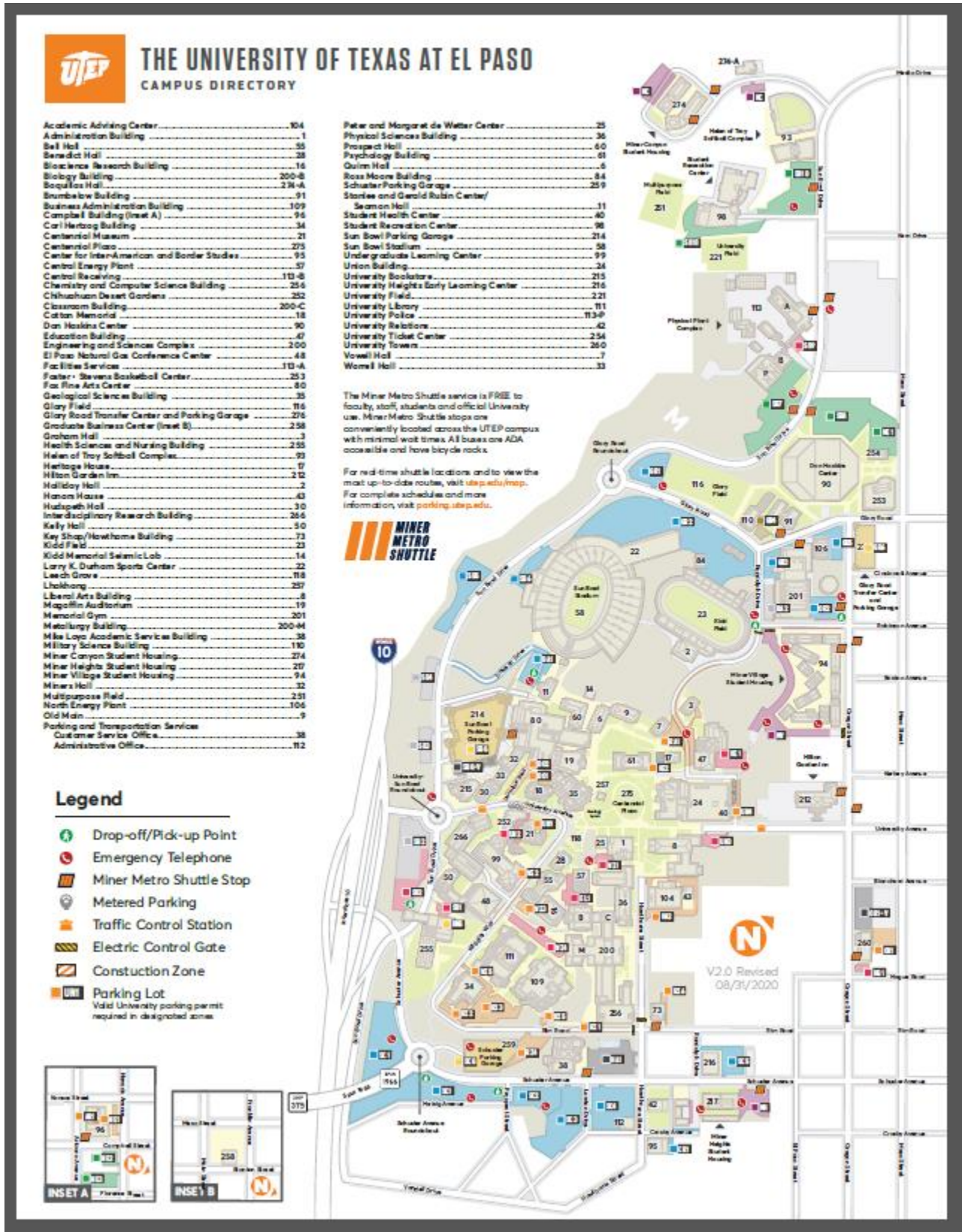
APPENDIX THREE

HUB SUBCONTRACTING PLAN

http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanForm_AllDocs.pdf

APPENDIX FOUR

CAMPUS MAP



APPENDIX FIVE

ACCESS BY INDIVIDUALS WITH DISABILITIES

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 in [1 TAC Chapter 213](#) and [1 TAC §206.70](#) (ref. [Subchapter M, Chapter 2054, Texas Government Code](#)). To the extent Contractor becomes aware the 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 the EIRs satisfy the EIR Accessibility Warranty or (2) replace the 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. Contractor will provide all assistance and cooperation necessary for performance and documentation of accessibility testing, planning, and execution criteria conducted by University or University's third party testing resources, as required by [1 TAC §213.38\(g\)](#).

APPENDIX SIX

ELECTRONIC AND INFORMATION RESOURCES (EIR) 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 a **Microsoft** 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).
 - A. 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?
 - B. Operating System and Version:
 - C. Web Server: Is a web server required? If so, what web application is required (Apache or IIS)? What version? Are add-ins required?
 - D. Application Server:
 - E. Database:
 - F. Other Requirements: Are any other hardware or software components required?
 - G. Assumptions: List any assumptions made as part of the identification of these environment requirements.
 - H. Storage: What are the space/storage requirements of this implementation?
 - I. Users: What is the maximum number of users this configuration will support?
 - J. Clustering: How does the EIR handle clustering over multiple servers?
 - K. Virtual Server Environment: Can the EIR be run in a virtual server environment?
2. If the EIR will be hosted by Proposer, 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.
3. If the user and administrative interfaces for the EIR are web-based, do the interfaces support Firefox on Mac as well as Windows and Safari on the Macintosh?
4. If the EIR requires special client software, what are the environment requirements for that client software?
5. 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.
6. 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?

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?
5. 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?
6. 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\(b\)](#):

1. Accessibility information for the electronic and information resources (**EIR**)¹ products or services proposed by Proposer, where applicable, through one of the following methods:
 - A. URL to completed Voluntary Product Accessibility Templates (**VPATs**)² 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
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.

¹ Electronic and information resources are defined in [§2054.451, Government Code](#) and [1 TAC §213.1 \(6\)](#).

² Voluntary Product Accessibility Templates are defined in [1 TAC §213.1 \(19\)](#). For further information, see this [VPAT document](#) provided by the Information Technology Industry Council.

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. Do Information Resources secure data transmission 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](#), Contractor must use the Texas Ethics Commission electronic filing web page (at https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php) 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.**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	Must file online at www.ethics.state.tx.us/File
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY