

**REQUEST FOR PROPOSAL**

**For**

**UNDERGRADUATE APPLICATION GENERATION AND FINANCIAL AID LEVERAGING**



**The University of Texas at San Antonio**

**San Antonio, Texas**

**RFP No. 743-19-083018KK**

**Submittal Deadline: September 28, 2018**

Issued: August 31, 2018

# REQUEST FOR PROPOSAL

## TABLE OF CONTENTS

SECTION 1: OBJECTIVES, AND BACKGROUND

SECTION 2: NOTICE TO PROPOSERS

SECTION 3: SUBMISSION OF PROPOSAL

SECTION 4: GENERAL TERMS AND CONDITIONS

SECTION 5: SCOPE OF WORK

SECTION 6: PRICING AND DELIVERY SCHEDULE

### Attachments:

APPENDIX ONE: PROPOSAL REQUIREMENTS

APPENDIX TWO: AGREEMENT

APPENDIX THREE: HUB SUBCONTRACTING PLAN

## SECTION 1

### OBJECTIVES AND BACKGROUND

#### 1.1 Objectives of this Request for Proposal

The University of Texas at San Antonio (“**University or UTSA**”) is soliciting proposals in response to this Request for Proposal number **743-18-083018KK** (“**RFP**”) from contractors, hereafter referred to collectively as “**Proposers**,” qualified in the field of professional Undergraduate Application Generation and Financial Aid Leveraging services and other related services as more particularly described in **Section 5 (Scope of Work)** of this RFP.

#### 1.2 Description of University

1.2.1 **Governance.** University is a component of The University of Texas System (“**UT System**”) and a state agency and institution of higher education.

1.2.2 **Campus Locations.** University is located in San Antonio, Texas, and is composed of three campuses:

- (i) The Main Campus, which includes a 600-acre campus located near Loop 1604 and Interstate 10 (“**Main Campus**”), and a 125-acre parcel known as Park West (“**Park West**”) that is accessible from Loop 1604 and located south of the intersection of Loop 1604 and Kyle Seale Parkway;
- (ii) The Institute of Texan Cultures at HemisFair Park Campus located at 801 E. Caesar Chavez Boulevard (“**ITC**”); and
- (iii) Downtown Campus located at 501 W. Cesar Chavez Boulevard (“**Downtown Campus**”).

University’s campus maps are located at <http://utsa.edu/maps/>.

1.2.3 **Degree Programs and Enrollment.** University is an emerging Tier One research institution with over 160 undergraduate and graduate degree programs and nearly 29,000 students. University is the largest university in the greater San Antonio metropolitan region.

#### 1.3 Specific Background Related to RFP

##### 1.3.1 General Background of Project

The University has engaged in a Strategic Enrollment Planning process for the past year. During the planning process, The University has identified three initiatives to increase undergraduate enrollment, increase applications (especially in the Top 25%), increase yield and improve retention. The three initiatives include Financial Aid Leveraging, Prospect and Inquiry Management and University-Wide Recruitment.

The University intends to reach an enrollment of 45,000 students within 10 years. Also, The University will be reshaping the downtown campus with increased enrollment of 15,000. The University must also continue to raise retention and graduation rates.

To meet enrollment goals over the next 10 years, UTSA is focusing on the three areas below. The three areas are detailed in **Section 5 Scope of Work**:

- a. Application Cultivation and Marketing (Impact Fall 2019 Class)
- b. Financial Aid Awarding (Impact Fall 2019 Class)
- c. Student Search Campaign (Impact Fall 2020 Class)

The University intends to enter into a contract with a single firm to fulfill the application cultivation and marketing, financial aid awarding and student search projects. However, the University reserves the right to award one or more parts, or all parts at one time or over the course of the agreement.

#### 1.4 Term of Agreement

If University enters into an Agreement (ref. **Section 4**) as a result of this RFP, University anticipates the initial term of the Agreement will be for a period of three (3) years (“**Initial Term**”), with the option, at University’s discretion, to extend the Agreement for up to one (1) additional renewal terms of one (1) year terms (each an “**Extension Term**”). The Initial Term and each Extension Term are collectively referred to as the “**Term**.”

#### 1.5 Group Purchase Authority

Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (ref. Sections 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 UT System, which is comprised of nine academic and six health universities 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 could give rise to additional purchase volumes. As a result, in submitting its proposal in response to this RFP, Proposer should consider proposing pricing and other commercial terms that take into account such higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP.

## SECTION 2

### NOTICE TO PROPOSERS

#### 2.1 Submittal Deadline

University will accept proposals submitted in response to this RFP until **2:30 p.m.**, Central Prevailing Time on **Friday, September 28, 2018** (the “**Submittal Deadline**”).

#### 2.2 University Contact Person

Proposers will direct all questions or concerns regarding this RFP to the following University contact (“**University Contact**”):

Karen Krueger Guerrero, CTPM, CPPO  
UTSA Purchasing and Distribution Services Department  
The University of Texas at San Antonio  
One UTSA Circle  
San Antonio, Texas 78249  
Phone: (210) 458-4974  
Fax: (210) 458-8537  
E-mail: [Karen.kruegerguerrero@utsa.edu](mailto:Karen.kruegerguerrero@utsa.edu)

University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to University Contact. University Contact must receive all questions or concerns no later than **September 10, 2018**. University will have a reasonable amount of time to respond to questions or concerns. It is University’s intent to respond to all appropriate questions and concerns; however, University reserves the right to decline to respond to any question or concern.

#### 2.3 Criteria for Selection

The successful Proposer, if any, selected by University in accordance with the requirements and specifications set forth in this RFP will be the Proposer that submits a proposal in response to this RFP on or before the Submittal Deadline that is the most advantageous to University. The successful Proposer is referred to as the “**Contractor**.”

Proposer is encouraged to propose terms and conditions offering the maximum benefit to University in terms of (1) services to University, (2) total overall cost to University, and (3) project management expertise. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to University in a contract for the Services (ref. **Section 5**).

An evaluation team from University will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer in its proposal. University may consider additional information if University deems such information relevant.

The criteria to be considered by University in evaluating proposals and selecting Contractor, will be those factors listed below with their relative weightings:

### 2.3.1 Proposer's Qualifications, Abilities, and Reputation: (35%)

- (i) Proposer's demonstrated competence and experience in providing the requested services, including the quality of Proposer's references from past and present clients.
- (ii) The qualifications, education, and experience of the team members proposed by Proposer to conduct and supervise its services for the University.
- (iii) Proposer's past relationship with University, and Proposer's experience performing the requested services for UT System, its component institutions, or other institutions, organizations, or entities similar in nature.
- (iv) Proposer's ability to perform the required services within the time periods projected, based on Proposer's demonstrated capabilities, staffing, financial stability, and creative resources.
- (v) Proposer's demonstrated awareness of the present environments and likely future developments related to the requested services.

### 2.3.2 Quality of Proposed Services: (30%)

The overall demonstrated quality of Proposers' services and the responses provided in **Section 5 Scope of Work** of the RFP.

### 2.3.3 Cost: (25%)

The cost to University required to secure Proposer's proposed Services, including any long term costs.

### 2.3.4 Responsiveness of Proposal: (10%)

The extent to which Proposer's response relates to the specific environment, requirements, and needs of University; the quality and level of substantive detail and clarity of content provided in Proposer's response.

### 2.3.5 Threshold Criteria Not Scored:

- (i) Ability of University to comply with laws regarding Historically Underutilized Businesses; and
- (ii) Ability of University to comply with laws regarding purchases from persons with disabilities.

**2.3.6 Supplemental Consideration.** As a supplement to the above-described criteria, University may give consideration to any additional information and documentation submitted by a Proposer if University deems such information to be relevant, and to serve the best interests of, and provide the best value to, University.

## 2.4 Key Events Schedule

Issuance of RFP	<b><u>August 31, 2018</u></b>
Deadline for Questions/Concerns (ref. <b>Section 2.2</b> of this RFP)	<b><u>September 11, 2018</u></b>
UTSA to Repond to Questions/Concerns	<b><u>September 13, 2018</u></b>
Submittal Deadline (Ref. <b>Section 2.1</b> of this RFP)	<b><u>2:30 P.M. Central Prevailing Time on September 28, 2018</u></b>

**2.5 Pre-Proposal Conference/Site Visit** – This section intentionally omitted.

**2.6 Historically Underutilized Businesses**

- 2.6.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (each a “**HUB**”) 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 of the Services (ref. **Section 5**), 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 2.6 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 of the Services will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of the Services by the Proposer is subject to review by University to ensure compliance with the HUB program.
- 2.6.2 University has reviewed this RFP in accordance with Title 34, *Texas Administrative Code*, Section 20.13 (a), and has determined that subcontracting opportunities are probable under this RFP.
- 2.6.3 A HUB Subcontracting Plan (“**HSP**”) is required as part of Proposer’s proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses attached as **APPENDIX THREE** and incorporated for all purposes.

*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 do so will be considered non-responsive to this RFP in accordance with Section 2161.252, Government Code.*

*Questions regarding the HSP may be directed to:*

*Contact:* Bruce Williams  
 UTSA HUB Program Manager  
*Phone:* 210-458-6491  
*Email:* [bruce.williams@utsa.edu](mailto:bruce.williams@utsa.edu)

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

- 2.6.4 Proposer **must submit** at least one (1) original of the HSP to University at the same time it submits its proposal to University (ref. **Section 3.2** of this RFP.) The original of the HSP should be submitted under separate cover and in a separate envelope (the “HSP Envelope”). Proposer should ensure that the top outside surface of its HSP Envelope clearly shows and makes visible:
- 2.6.4.1 the RFP No. (ref. **Section 1** of this RFP) and the Submittal Deadline (ref. **Section 2.1** of this RFP),
  - 2.6.4.2 the name and the return address of the Proposer, and
  - 2.6.4.3 the phrase “HUB Subcontracting Plan”.

Any proposal submitted in response to this RFP that is not accompanied by an original HSP meeting the above requirements will be rejected by University and returned to the Respondent unopened as that proposal will be considered non-responsive due to material failure to comply with advertised specifications. Furthermore, University will open a Proposer’s HSP Envelope prior to opening the proposal submitted by the Proposer, in order to ensure that the Proposer has submitted the number of completed and signed originals of the Proposer’s HUB Subcontracting Plan (“HSP”) that are required by this RFP. A Proposer’s failure to submit the number of completed and signed originals of the HSP that are required by this RFP will result in University’s rejection of the proposal submitted by that Proposer as non-responsive due to material failure to comply with advertised specifications; such a proposal will be returned to the Proposer unopened. (ref. **Section 1.4** of **APPENDIX ONE** to this RFP.)

The requirement that Proposer provide one (1) original of the HSP under this **Section 2.6.4** is separate from and does not affect Proposer’s obligation to provide University with the number of copies of its proposal as specified in **Section 3.1** of this RFP.



## SECTION 3

### SUBMISSION OF PROPOSAL

#### 3.1 Required Hard Copies and Optional Supplemental Disk Version

- 3.1.1 **Number of Hard Copies and Required Original Signature.** Proposer should submit a total of **seven (7)** complete and identical copies of its *entire* proposal. An *original* signature by an authorized officer of Proposer **must** appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) of at least one (1) copy of the submitted proposal. **The copy of the Proposer's proposal bearing an original signature should contain the mark "original" on the front cover of the proposal.**
- 3.1.2 **Supplemental Abbreviated Version on Thumbdrive.** Proposers are encouraged to include with their required hard copy response a supplemental abbreviated version of Proposer's response on USB thumb drive. The supplemental USB thumb drive version of Proposer's response should include only the text form of Proposer's response, and should NOT include brochures, graphics, photographs, or other promotional materials. If necessary, this type of supporting material should be submitted only with the required hard copy response. The supplemental USB thumb drive also does not need to include the required hard-copy HSP documentation (ref. **Section 2.6**). The supplemental USB thumb drive should be in Microsoft Word 2007 or later.

#### 3.2 Submission

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

The University of Texas at San Antonio  
Purchasing and Distribution Services Department  
RFP# 743-19-083018KK  
One UTSA Circle  
San Antonio, TX 78249

#### 3.3 Proposal Validity Period

Each proposal must state that it will remain valid for University's acceptance for a minimum of **one hundred twenty (120)** days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

#### 3.4 Terms and Conditions

- 3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Agreement (ref. **Section 4** and **APPENDIX TWO**), the Notice to Proposer (ref. **Section 2** of this RFP), Proposal Requirements (ref. **APPENDIX ONE**) and the Scope of Work (ref. **Section 5** of this RFP). 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 Scope of Work (ref. **Section 5** of this RFP);
- 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** of this RFP).

### **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** of this RFP).
- 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 Signed and completed originals of the HUB Subcontracting Plan and other applicable documents (ref. **Section 2.6** of this RFP and **APPENDIX THREE**).
- 3.5.6 Completed response to statements and questions proposed in the Scope of Work (**Section 5** of the RFP).
- 3.5.7 Response to **Exhibit B** Service Fee Schedule (ref. **Exhibit B** of the of the RFP).
- 3.5.8 Completion of Pricing and Delivery Schedule (**Section 6** of the RFP).

## SECTION 4

### GENERAL TERMS AND CONDITIONS

The terms and conditions contained in the Agreement (the “**Agreement**”) attached to this RFP as **APPENDIX TWO** and incorporated for all purposes, 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 specific list of the exceptions as part of its proposal. 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.

Notwithstanding the foregoing, If UTSA and the Contractor have executed and entered into an existing Master Terms & Conditions Agreement, then UTSA and Contractor will utilize such existing Master Agreement to establish the contractual relationship for the services requested under this RFP. Such Master Agreement, or the Service Order Templates under the Master Agreement, may require limited modification to meet the specific needs of this RFP.

## SECTION 5

### SCOPE OF WORK

#### 5.1 Objective

The University has engaged in a Strategic Enrollment Planning process for the past year. During the planning process, we identified three initiatives to increase undergraduate enrollment, increase applications (especially in the Top 25%), increase yield and improve retention. The three initiatives include Financial Aid Leveraging, Prospect and Inquiry Management and University-Wide Recruitment.

The University intends to reach an enrollment of 45,000 students within 10 years. In addition, The University will be reshaping the downtown campus with increased enrollment of 15,000 at the downtown campus. The University must also continue to raise retention and graduation rates.

The following are three specific needs the University has in order to carry out the action plans associated with the initiatives and to meet enrollment goals over the next 10 years. The three needs are detailed in this RFP:

- a. Application Cultivation and Marketing (Impact Fall 2019 Class)
- b. Financial Aid Awarding (Impact Fall 2019 Class)
- c. Student Search Campaign (Impact Fall 2020 Class)

The University intends to enter into a contract with a single firm to fulfill the application cultivation and marketing, financial aid awarding and student search projects. However, the University reserves the right to award one or more parts, or all parts at one time or over the course of the agreement.

Each Proposal must include information that clearly indicates that the Respondent meets each of the following minimum qualification requirements as well as clearly explain and demonstrate the Contractor has the experience and expertise necessary to perform.

#### 5.2 Evidence of Qualifications

Each Proposal must include information that clearly indicates that Respondent can meet or exceed the Scope of Service requirements set forth in this **Section 5**. This includes providing responses to statements and responding to questions proposed in **Section 5** demonstrating the Respondent's capabilities and experience.

#### 5.3 General Overview of Services

Contractor will provide all labor, materials, supplies, and related services necessary to provide a three pronged comprehensive campaign targeting Application Marketing, Financial Aid Awarding and Student Search with implementing the campaigns to achieve increased undergraduate enrollment, increase applications and increase yield and improve retention in accordance with the terms of this RFP and as more particularly described below (collectively, "Services").

#### **5.4 Application Cultivation and Marketing (Impact Fall 2019)**

The successful firm will position The University to identify and then engage the rising high school seniors who align with The University's enrollment goals. This will include powerful analytics to uncover new markets for UTSA's senior search purchase with multichannel campaigns across digital, email, direct mail, and phone. The goal is to create the relevant engagement needed to nurture and develop the right applicants for The University.

##### **Application Marketing Campaign Requirements and Deliverables**

The awarded respondent will be expected to perform and deliver the following to The University. Using examples from Respondents successful campaigns, explain in detail how the Respondent was able to achieve success in implementing campaigns in the following areas:

1. Identify the University's high-priority high school and transfer student inquirers, a key segment of search non-responders, and new-targeted senior search names to include in multichannel outreach.
2. Use predictive modeling to determine level of segmented communications.
3. Marketing outreach campaign to students and parents/families—including design, production, and mailing—to include the following channels:
  - a. Direct mail application information package and personalized letter to parents/families
  - b. Email campaign to inquiries and senior search records
  - c. Targeted phone calls with a strong call-to-action to apply
  - d. Digital marketing strategies, such as geo-fencing, display advertising, and retargeting.
4. Immediate and extended series of email fulfillment services.
5. Outreach and fulfillment pieces to include creative content driven by The University branding/marketing guidelines and informed by national research best practices.
  - a. The University has the right to revise all creative materials and all materials must be approved by the University prior to release.
6. A web-based, self-service reporting platform:
  - a. Interactive, customizable, and dynamic data visualizations and reports
  - b. Filtering and drill-down reporting capabilities
  - c. Mobile responsive

#### **5.5 Financial Aid Awarding (Impact Fall Class 2019)**

An advanced financial aid awarding tool will be used to advise The University regarding the formulation and implementation of financial aid awarding and packaging strategies designed to support new undergraduate student enrollment and revenue goals.

##### **Financial Aid Program Requirements and Deliverables**

The awarded respondent will be expected to perform and deliver the following to The University. Using examples from Respondents successful campaigns, explain in detail how the Respondent was able to achieve success in implementing campaigns in the following areas:

1. A historical analysis of student enrollment behavior, including need, academic credentials, population segments, and financial aid offers.

2. A competitor benchmarking study.
3. Analysis of first- to second-year undergraduate student retention factors and the role of financial aid in undergraduate student attrition.
4. A review of data collection requirements and discussion to understand The University's goals, current financial aid strategies and operations, and other related enrollment practices.
5. An econometric model to measure undergraduate student price sensitivity and the impact of current awarding strategies and other factors on enrollment behavior.
6. Revenue optimization and awarding simulation testing to explore the impact of alternative awarding strategies on enrollment behavior.
7. An evaluation of aid expenditures, net tuition revenue, quality, and other enrollment goals for first-year and transfer students.
8. Admission/Financial aid goal setting and award strategy development, including recommendations for specific policy changes.
9. Enrollment and net revenue projections for the initially affected year and over a four-year period.
10. A web-based, self-service reporting platform:
  - a. Interactive, customizable, and dynamic data visualizations and reports
  - b. Filtering and drill-down reporting capabilities
  - c. Mobile responsive

Packaging parameters must also be integrated into a fully customized net price calculator developed and hosted by the successful firm. Prospective students must receive a customized net price estimate, including merit assistance, based on their individual characteristics.

## **5.6 Student Search Campaign (Impact Fall 2020 Class)**

The University requests a strategic student search campaign to build a pool of interested students followed by extended engagement to maximize application and enrollment rates. Offeror's solution must generate and sustain student interest through application and enrollment by:

- Identifying the right students and where to find them through predictive modeling and advanced analytics;
- Nurturing genuine student interest through strategic marketing campaigns that amplify the UTSA brand and personally relate to today's students; and
- Engaging students by communicating across multiple channels to reach them effectively—on social media and web pages, on their phone, in email, or opening their mail.

### **Student Search Campaign Requirements and Deliverables**

The awarded respondent will be expected to perform and deliver the following to The University. Using examples from Respondents successful campaigns, explain in detail how the Respondent was able to achieve success in implementing campaigns in the following areas:

- Minimum of four and up to six continuous campaign launches to high school sophomores and juniors.
- Logistic regression analysis from inquiry to application for primary, secondary, tertiary, and outlying geographic markets.

- Modeling to inform how messages are deployed as well as what those messages are for each segment of students
- Multichannel marketing outreach campaign to students and parents/families—design, production, and mailing—to include the following channels:
  - Direct mail, with option to reply via text message
  - E-search for entire list purchase with segment for senior search
  - Phone outreach to a targeted group of high-propensity juniors
  - Digital marketing strategies, such as first-party data matching, geo-fencing, and retargeting to reach students on social media, websites, and on their phones
- Email fulfillment services to search responders and select non-responders.
- Outreach and fulfillment communication to include creative content driven by UTSA branding/marketing guidelines and informed by national research best practices.
  - All creative materials must be approved by the University prior to release, including the opportunity for revisions.
- A web-based, self-service reporting platform
  - Interactive, customizable, and dynamic data visualizations and reports
  - Filtering and drill-down reporting capabilities
  - Mobile responsive.
- A commitment to a strong consultative partnership and a dedicated team of consultants with direct campus enrollment leadership experience.
- Regular analysis of University-specific, client-base, industry, and national trends to inform recommendations and strategy.

## 5.7 **Response Format**

Responding firms must specifically address these elements in the proposal response in the order listed below. Provide examples wherever possible:

### **Executive Summary**

- Demonstrate your understanding of the Scope of Work and project requirements.
- Demonstrate your desire and ability to develop a solution that meets the University's specific goals. How will you scale and tailor your approach to the unique qualities of UTSA?

### **Project Approach and Methodology**

- Provide an overview of your approach to enrollment marketing services.
- Describe your predictive analytics to assist with name buy recommendations and campaign targeting.
- Provide justification for the communication channels recommended for UTSA's marketing campaigns.
- What innovative approaches to digital advertising are embedded in your marketing solutions? Provide examples.
- Describe your approach to campaign creative and messaging, including any research to inform your strategy for UTSA. Include a description of any awards or accolades.
- Describe your approach to strategically identifying potential applicants through a targeted new senior search.

- Describe your consulting and reporting analytics resources for the enrollment marketing campaigns. UTSA expects campus visits from enrollment marketing experts for training and advising on recruitment practices. These experts will empower the UTSA team to use student data and feedback to market, inform, educate, and get results.
- Describe your methodology for developing a strategic financial aid plan that is aligned with the University's goals for enrollment and net revenue. Provide examples.
- Recommend a customized net price calculator solution that aligns with the University's award matrix.
- Describe your consulting and reporting analytics resources for financial aid optimization. Provide sample reports.
- Describe your commitment to and impacts on student retention and completion. How do your student search and financial aid strategies positively influence student success? Provide examples where your company were successful.
- Identify any additional offerings and/or incentives that will provide success to the University for these three initiatives.

### **Company Profile and Personnel**

- Describe your organization, including size, relevant history, areas of specialization and expertise, client base, and any other pertinent information in such a manner that the evaluation committee may reasonably formulate a determination about the stability and strengths of your company.
- Discuss why your company should be chosen over others. What can your company do that no other company offers?
- What are the potential synergies from working with the same firm to fulfill the complete Scope of Work?
- Describe your approach to cohesive and comprehensive project management. How do you ensure alignment and integration across service areas in pursuit of overall University goals?
- Provide evidence of past successful projects of similar scope and scale, including three references from higher education institutions of similar profile.
- Describe your company's implementation team for this project. Provide background and role descriptions for senior staff assigned to UTSA.



**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

**Proposal of:** \_\_\_\_\_  
(Proposer Company Name)

**To:** The University of Texas at San Antonio

**RFP Title:** Undergraduate Application Generation and Financial Aid Leveraging Services

**RFP No.:** 743-19-083018KK

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the services required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

Proposer is to provide pricing in a menu type format including detailed phases and descriptions of deliverables with costs for each phase/deliverable and a total project cost.

**6.1 Pricing for Services Offered**

Application Cultivation and Marketing:	\$ _____
Financial Aid Awarding:	\$ _____
Student Search Campaign:	\$ _____

(Proposer must provide a detailed explanation of how total fee cost submitted above was determined as requested in **Exhibit B.**)

**6.2 Fees for Additional Services**

Additional Services: \$ \_\_\_\_\_

(Proposer must provide a detailed explanation of how total fee cost submitted above was determined as requested in **Exhibit B.**)

**6.3 Delivery Schedule of Events and Time Periods**

Based on the overall arching objective of increasing enrollment, Proposer shall provide a detailed timeline for providing the Undergraduate Application Generation and Financial Aid Leveraging Services as outlined in the RFP. This includes any proposed key dates and performance deliverables for each milestone to meet the increased enrollment objective.

**6.4 University's Payment Terms**

University's standard payment terms for services are "Net 30 days." Proposer agrees that University will be entitled to withhold \_\_\_\_\_ percent (\_\_\_\_\_% ) of the total payment due under the Agreement until after University's acceptance of the final work product. Indicate below the prompt payment discount that Proposer will provide to University:

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

Respectfully submitted,

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

**By:** \_\_\_\_\_  
(Authorized Signature for Proposer)

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

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

**Email:** \_\_\_\_\_

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

APPENDIX ONE  
PROPOSAL REQUIREMENTS

**TABLE OF CONTENTS**

SECTION 1: **GENERAL INFORMATION**

SECTION 2: **EXECUTION OF OFFER**

SECTION 3 : **PROPOSER'S GENERAL QUESTIONNAIRE**

SECTION 4: **ADDENDA CHECKLIST**

## SECTION 1 APPENDIX ONE

### 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 the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such 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 number and fax number to University, so that if University issues Addenda to this RFP or provides written answers to questions, that information can be provided to such party.

#### 1.3 Public Information

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

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

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act (Government Code, Chapter 552.001, et seq.)*. 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 Sections 552.101, 552.110, 552.113, and 552.131, *Government Code*.

#### **1.4 Proposal Evaluation Process**

University will select Contractor by using the competitive sealed proposal process described in this Section. University will open the HSP Envelope submitted by a Proposer prior to opening the Proposer's proposal in order to ensure that the Proposer has submitted the number of completed and signed originals of the Proposer's HUB Subcontracting Plan (also called the HSP) that are required by this RFP (ref. Section 2.6.4 of the RFP.) All proposals submitted by the Submittal Deadline accompanied by the number of completed and signed originals of the HSP that are required by this RFP will be opened publicly to identify the name of each Proposer submitting a proposal. Any proposals that are not submitted by the Submittal Date or that are not accompanied by the number of completed and signed originals of the HSP that are required by this RFP will be rejected by University as non-responsive due to material failure to comply with advertised specifications. After the opening of the proposals and upon completion of the initial review and evaluation of the 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 such negotiations, University will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

At University's sole option and discretion, University may discuss and negotiate all elements of the proposals submitted by selected 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 will 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 interests of University.

After submission of a proposal but before final selection of Contractor is made, University may permit a 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.

### **1.5 Proposer's Acceptance of Evaluation Methodology**

By submitting a proposal, Proposer acknowledges (1) Proposer's acceptance of [a] the Proposal Evaluation Process (ref. **Section 1.4** of **APPENDIX ONE**), [b] the Criteria for Selection (ref. **2.3** of this RFP), [c] the Scope of Work (ref. **Section 5** of this RFP), [d] the terms and conditions of the Agreement (ref. **APPENDIX TWO**), and [e] all other requirements and specifications set forth in this RFP; and (2) Proposer's recognition that some subjective judgments must be made by University during this RFP process.

### **1.6 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 the Services, and University has made no representation, written or oral, that any particular scope of services 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.

### **1.7 Proposal Requirements and General Instructions**

- 1.7.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.
- 1.7.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of University.
- 1.7.3 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.
- 1.7.4 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.
- 1.7.5 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.

- 1.7.6 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.
- 1.7.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, in University's sole discretion.

## 1.8 Preparation and Submittal Instructions

### 1.8.1 Execution of Offer

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

### 1.8.2 Pricing and Delivery Schedule

Proposer must complete and return the Pricing and Delivery Schedule (ref. **Section 6** of this RFP), 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 the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

University will not recognize or accept any charges or fees to perform the Services 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 the Services to University, and the time period within which Proposer proposes to be able to complete each such phase.

### 1.8.3 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.

### 1.8.4 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.

### 1.8.5 Scope of Work and Additional Questions

Proposals must include responses to any questions (if applicable) in the Scope of Work (ref. **Section 5** of this RFP). If applicable, 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.

### 1.8.6 Submission

Proposer should submit all proposal materials enclosed in a sealed envelope, box, or container. The RFP No. (ref. **Section 1** of this RFP) and the Submittal Deadline (ref. **Section 2.1** of this RFP) should be clearly shown on the top surface of the container. In addition, the name and the return address of the Proposer should be clearly visible.

Proposer must also submit the number of originals of the HUB Subcontracting Plan (also called the HSP) as required by this RFP (ref. **Section 2.6** of the RFP.)

Upon Proposer's request and at Proposer's expense, University will return to a Proposer its proposal received after the Submittal Deadline if the proposal is properly identified. University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the number of completed and signed originals of the HSP that are required by this RFP.

University will not accept proposals submitted by telephone, proposals submitted by Facsimile ("**FAX**") transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP.

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 submittal of a written explanation and documentation evidencing a reason acceptable to University, in University's sole discretion.

By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) and submitting a proposal, Proposer certifies that any terms, conditions, or documents attached to or referenced in its 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 or in the Appendices to this RFP. Proposer further certifies that the submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified herein and that such 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.



#### 1.8.7 Page Size, Binders, and Dividers

Proposals should be typed on letter-size (8-1/2" x 11") paper, and should be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

#### 1.8.8 Table of Contents

Proposals should include a Table of Contents with page number references. The Table of Contents should contain sufficient detail and be organized according to the same format as presented in this RFP, to allow easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If a Proposer includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.

#### 1.8.9 Pagination

All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.

**SECTION 2  
APPENDIX ONE**

**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** By signature hereon, Proposer represents and warrants the following:
- 2.1.1 Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer; (3) University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
  - 2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
  - 2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
  - 2.1.4 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.
  - 2.1.5 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.
  - 2.1.6 If selected by University, 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.
  - 2.1.7 If selected by University, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.
  - 2.1.8 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that 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.

- 2.1.9 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY, THE UNIVERSITY OF TEXAS 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.
- 2.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Proposer under any contract or agreement resulting from this RFP 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.
- 2.2 By signature hereon, Proposer offers and agrees to furnish the Services to University and comply with all terms, conditions, requirements and specifications set forth in this RFP.
- 2.3 By signature hereon, Proposer affirms that it 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 submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal lists at University.
- 2.4 By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Proposer is exempt from the payment of those taxes, or that 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 contract or agreement.
- 2.5 By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 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.
- 2.6 By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.
- 2.7 By signature hereon, Proposer certifies as follows:
- "Under Section 231.006, *Family Code*, relating to child support, Proposer certifies that the individual or business entity named in the Proposer's proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate."

- 2.8** By signature hereon, Proposer certifies that (i) 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 ventures 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 component of The University of Texas System, on the other hand, other than the relationships which have been previously disclosed to University in writing; (ii) Proposer has not been an employee of any component institution of The University of Texas System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) 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. Section 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 a contract or agreement with Proposer.
- 2.9** By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.10** By signature hereon, Proposer represents and warrants that all products and services offered 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.
- 2.11** Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time University makes an award or enters into any contract or agreement with Proposer.
- 2.12** If Proposer will sell or lease computer equipment to the University under any agreements or other contractual arrangements that may result from the submission of Proposer's proposal then, pursuant to Section 361.965(c), *Health & Safety Code*, Proposer certifies that it 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 Title 30, Chapter 328, Subchapter I, *Texas Administrative Code*. Section 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.
- 2.13 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.: 743-19-083018KK

**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 SECTIONS 552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 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)

\_\_\_\_\_

(Email Address)

**SECTION 3  
APPENDIX ONE**

**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 SECTIONS 552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 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 Section 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*, Chapter 552, *Government Code*, and other applicable law.

## 3.2 Approach to Project Services

- 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**, 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; and
  - 3.2.3.4 Implementation strategy.
- 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 the 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 Agreement Terms and Conditions**

Confirm that Proposer has read and understands the sample Agreement attached to this RFP, and that Proposer will agree to provide the Services in accordance with the terms and conditions of the Agreement. If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will submit a specific list of the exceptions as part of its response to this RFP (ref. **Section 4**).

### **3.7 Miscellaneous**

- 3.7.1 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.



- 3.7.2 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.
  
- 3.7.3 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  
APPENDIX ONE**

**ADDENDA CHECKLIST**

**Proposal of:** \_\_\_\_\_  
(Proposer Company Name)

**To:** The University of Texas at San Antonio

**Ref.:** Undergraduate Application Generation and Financial Aid Leveraging Services

**RFP No.:** 743-19-083018KK

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

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

Respectfully submitted,

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

**By:** \_\_\_\_\_  
(Authorized Signature for Proposer)

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

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

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

## APPENDIX TWO

### AGREEMENT

#### STUDENT ENROLLMENT INITIATIVE SERVICES AGREEMENT

This Student Enrollment Initiative Services Agreement ("**Agreement**") is made and entered into effective as of November █, 2017 (the "**Effective Date**"), by and between THE UNIVERSITY OF TEXAS AT SAN ANTONIO, an agency and institution of higher education established under the laws of the State of Texas ("**University**"), and \_\_\_\_\_, a \_\_\_\_\_ company ("**Contractor**").

University and Contractor hereby agree as follows:

#### 1. Scope of Work.

- 1.1 **The Work.** Contractor will provide various services related to University's student enrollment initiatives for Application Marketing, Financial Aid Awarding Student Searches, and related services (the "**Work**"), as more particularly described in the applicable Service Order (the "**Service Order**"). The initial Service Order is attached as **Exhibit A**, and incorporated for all purposes.
- 1.2 **Additional Service Orders.** In addition to the initial Service Order, University and Contractor may from time to time execute additional Service Order(s) under the terms of this Agreement in a form substantially similar to the form in **Exhibit A**. No Service Order will be effective until executed by both parties.
- 1.3 **Applicable Laws.** Contractor will perform its obligations under the Agreement in compliance with all applicable federal, state and local laws, regulations and ordinances (collectively, "**Applicable Laws**").

#### 2. Term; Work Schedules.

- 2.1 **Service Order Timelines.** The timelines, term, or schedule for the Work will be set forth in each Service Order.
- 2.2 **Term of Agreement.** The term of this Agreement will begin on the Effective Date and will expire thirty-six (36) months thereafter, unless earlier terminated in accordance with the terms of this Agreement. University will have the option to renew this Agreement for one (1) additional twelve (12) month term ("**Renewal Term**"). The Initial Term and Renewal Term are collectively referred to as the **Term**.
- 2.3 **Completion of Work in Progress:** Upon expiration or termination of the Agreement, no new Service Orders will be issued under the terms of this Agreement; provided however, that the terms of the Agreement shall survive as to any Service Order in progress, or any unfinished Work under a Service Order on or after such Agreement expiration or termination date.

### **3. Contractor's Obligations; University's Obligations.**

- 3.1 University Rules.** Contractor will conduct all its operations on University's premises in conformity with all applicable University Rules in effect on the Effective Date, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs. "**University Rules**" means (i) the *Rules and Regulations* of the Board of Regents of The University of Texas System (the "**Board**") (found at <http://www.utsystem.edu/bor/rules.htm> and referred to herein as the "**Regents' Rules**"); (ii) the policies of The University of Texas System (found at [http://www.utsystem.edu/policy/lib\\_main.html](http://www.utsystem.edu/policy/lib_main.html)); and (iii) the institutional rules and regulations and policies of University (which may be found at [www.utsa.edu/policies.html](http://www.utsa.edu/policies.html)). In completion of the Work, Contractor agrees that it will comply with all reasonable direction (within the reasonable scope and framework of the Work) that the Vice President for Student Enrollment or her/his designees (collectively, the ("**University Representative**") may give to Contractor.
- 3.2 Performance of Work.** Contractor represents, warrants and agrees that (a) it will use its best commercially reasonable efforts to perform the Work in a good and workmanlike manner and in accordance with the same standards of Contractor's profession or business as found with substantially similar vendors of substantially similar services, and (b) all of the Work to be performed will be of the quality that prevails among substantially similar businesses with substantially similar skill engaged in providing substantially similar services in the United States under the substantially similar circumstances.
- Contractor will call to University's attention in writing all information in any materials supplied to Contractor (by University or any other party) that Contractor regards as unsuitable, improper or inaccurate in connection with the purposes for which the material is furnished.
- 3.3 Trained Personnel; Project Representative.** Contractor will maintain a staff of trained and experienced personnel consistent with industry standards of substantially similar providers of substantially similar services to sufficiently to perform the Work under this Agreement.
- 3.4 Good Standing.** Contractor represents that it has all necessary power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

### **4. Fees.**

- 4.1 Service Fees.** So long as Contractor has provided University with its current and accurate Federal Tax Identification Number in writing, University will pay Contractor for the performance of the Work the service fees ("**Service Fees**"), as more particularly described in the Service Order.
- 4.2 Inclusion of Taxes; Statutory Exemption.** The Service Fees include all applicable federal, state or local sales or use taxes payable as a result of the execution or performance of this Agreement. University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Work in accordance with Section 151.309, *Texas Tax Code*, and Title 34 *Texas Administrative Code* ("**TAC**") Section 3.322.

### **5. Payment Terms.**

- 5.1 Invoicing and Payment.** University will pay all Service Fees within thirty (30) days of University's receipt of invoice and completion of the Work associated with each invoice in

accordance with the Texas Prompt Payment Act, Chapter 2251, *Texas Government Code*. Contractor will submit invoices that include payment dates of Work, and details of Work provided. Payment for Work rendered will not be unreasonably withheld or delayed. If University disapproves any amount submitted for payment by Contractor, University will give Contractor specific reasons for disapproval in writing. Upon resolution of any disputed charges, Contractor will re-invoice such remaining charges to University.

- 5.2 Electronic Fund Transfer.** Section 51.012, *Texas Education Code*, authorizes University to make any payment through electronic funds transfer methods. If Contractor desires to receive payments from University through electronic funds transfer methods, including the automated clearing house system (ACH), then prior to the first payment under this Agreement, Contractor will provide University the appropriate Contractor banking information. Any changes to Contractor's banking information must be communicated to University in writing at least thirty (30) days in advance of the effective date of the change.

## **6. Ownership and Use of Work Material.**

- 6.1** All drawings, specifications, plans, computations, sketches, data, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any subcontractors in connection with Work (collectively, **Work Material**), whether or not accepted or rejected by University, are the sole property of University and for its exclusive use and re-use at any time without further compensation and without any restrictions.
- 6.2** Contractor grants and assigns to University all rights and claims of whatever nature and whether now or hereafter arising in and to Work Material and will cooperate fully with University in any steps University may take to obtain or enforce patent, copyright, trademark or like protections with respect to Work Material.
- 6.3** Contractor will deliver all Work Material to University upon expiration or termination of this Agreement. University will have the right to use Work Material for the completion of Work or otherwise. University may, at all times, retain the originals of Work Material. Work Material will not be used by any person other than University on other projects unless expressly authorized by University in writing.
- 6.4** Work Material will not be used or published by Contractor or any other party unless expressly authorized by University in writing. Contractor will treat all Work Material as confidential.

## **7. Responsibility for Individuals Performing Work; Criminal Background Checks.**

Each individual who is assigned to perform Work under this Agreement will be an employee of Contractor or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing any of the Work under this Agreement. Prior to commencing Work, Contractor will (1) provide University with a list of all individuals who may be assigned to perform Work, and (2) have an appropriate criminal background check ("CBC") performed on all the individuals. CBC shall include verification of such individual's address(es) and social security number. Contractor will determine on a case-by-case basis whether each individual assigned to perform Work is qualified to provide the services. Contractor will not knowingly assign any individual to provide the Work who has a history of criminal conduct unacceptable for a university campus, including violent or sexual offenses or identity or personal property theft offenses.

Prior to commencing performance of Work under this Agreement, Contractor will provide University a letter signed by an authorized representative of Contractor certifying compliance with this Section.

## **8. Indemnification**

**8.1** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS UNIVERSITY AND THE UNIVERSITY OF TEXAS SYSTEM, AND RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, **INDEMNITEES**) FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY, **CLAIMS**) BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

**8.2** IN ADDITION, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS INDEMNITEES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY INTEREST ARISING BY OR OUT OF THE PERFORMANCE OF SERVICES OR THE PROVISION OF GOODS BY CONTRACTOR, OR THE USE BY INDEMNITEES, AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL; PROVIDED, THAT, UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR INFRINGEMENT, UNIVERSITY WILL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR WILL BE GIVEN THE OPPORTUNITY TO NEGOTIATE A SETTLEMENT. IN THE EVENT OF LITIGATION, UNIVERSITY AGREES TO REASONABLY COOPERATE WITH CONTRACTOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

## **9. Insurance**

**9.1** Contractor, consistent with its status as an independent contractor will carry and will cause its subcontractors to carry, at least the following insurance in the form, with companies admitted to do business in the State of Texas and having an A.M. Best Rating of A-:VII or better, and in amounts (unless otherwise specified), as University may require:

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

Employers Liability - Each Accident	\$1,000,000
Employers Liability - Each Employee	\$1,000,000
Employers Liability - Policy Limit	\$1,000,000

Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation and other rights in favor of University;

9.1.2 Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 100,000
Medical Expenses (any one person)	\$ 10,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000

Policy will include independent contractor's liability, covering, but not limited to, the liability assumed under the indemnification provision of this contract, fully insuring Contractor's (or Subcontractor's) liability for bodily injury (including death) and property damage.

9.1.3 Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage;

9.1.4 Umbrella/Excess Liability Insurance with limits of not less than \$2,000,000 per occurrence and aggregate with a deductible of no more than \$10,000, and (i) providing coverage in excess of the coverages of, and (ii) "following form" subject to the same provisions as, the underlying policies required in Section 9.1.1 Employers Liability Insurance, Section 9.1.2 Commercial General Liability Insurance, and Section 9.1.3 Commercial Auto Liability Insurance; and said Umbrella/Excess Liability Insurance limits may be relied upon to meet the limit requirements above.

9.2 The insurance policies required in this Agreement will be kept in force for the periods specified below:

(i) Commercial General Liability Insurance; Business Automobile Liability Insurance; Umbrella/Excess Liability Insurance will be kept in force until receipt of Final Payment by University to Contractor; and (ii) Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until the Work has been fully performed and accepted by University in writing.

## 10. Default and Termination.

10.1 **Material Failure.** In the event of a material failure by a party to this Agreement to perform in accordance with the terms of this Agreement ("**default**"), the other party may terminate this Agreement upon fifteen (15) days' written notice of termination setting forth the nature of the material failure; provided, that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the fifteen-day period.

- 10.2 Convenience.** University may, without cause, terminate this Agreement at any time upon giving sixty (60) days' advance written notice to Contractor. Upon termination pursuant to this Section, Contractor will be entitled to payment of an amount that will compensate Contractor for the Work satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement; provided, that, Contractor has delivered all Work Material to University related to such compensation. Notwithstanding any provision in this Agreement to the contrary, University will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.
- 10.3 No Release of Liability** Termination under Sections 10.1 or 10.2 will not relieve (i) Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor, nor (ii) University from responsibility to pay for Work performed in accordance with the terms and conditions of this Agreement.

## **11. Relationship of the Parties.**

For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Contractor is an independent contractor and is not a state employee, partner, joint venturer, or agent of University. Contractor will not bind nor attempt to bind University to any agreement or contract. As an independent contractor, Contractor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including workers' compensation insurance.

## **12. Confidentiality of University Records; Press Releases; Public Information.**

- 12.1 University Records.** Under this Agreement, Contractor may create, receive, or have access to, confidential or sensitive University data records, or record systems provided from or on behalf of University (collectively, "**University Records**"). Among other things, University Records will contain University financial aid information, enrollment and registrar data, student marketing data, FERPA data (ref. below) and other data that may be protected or made confidential or sensitive by Applicable Law. Additional mandatory confidentiality and security compliance requirements with respect to University Records subject to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("**FERPA**") are addressed in Section 12.2. Contractor represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by Applicable Law, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by the National Institute of Standards and Technology and the Center for Internet Security) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all Applicable Law and the terms of this Agreement; and (4) if applicable, comply with the University's rules, policies, and procedures regarding access to and use of University's computer and technology systems. At the request of University, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of University Records.



- 12.1.1 **Notice of Impermissible Use.** If an impermissible use or disclosure of any University Records occurs, Contractor will provide written notice to University within one (1) business day after Contractor's discovery of that use or disclosure. Contractor will promptly provide University with all information requested by University regarding the impermissible use or disclosure.
- 12.1.2 **Return of University Records.** Contractor agrees that after the expiration or termination of this Agreement, all University Records created or received from or on behalf of University will be (1) returned to University, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University Records, Contractor will provide University with written notice of Contractor's intent to destroy University Records. Within five (5) days after destruction, Contractor will confirm to University in writing the destruction of University Records.
- 12.1.3 **Disclosure.** If Contractor discloses any University Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Section 12.
- 12.1.4 **Press Releases.** Contractor will not make any public statements or advertisement or release any information referring to the engagement of Contractor as an independent contractor of University in connection with the Agreement without the prior written approval of University. Notwithstanding the foregoing, Contractor may reference University by name only as a customer of Contractor. Such reference may appear in Contractor's promotional material or on Contractor's web site and will not be considered to state or imply endorsement by University.
- 12.1.5 **Public Information.** . 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 §§[552.002](#) and [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 Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by University that is accessible by the public.
- 12.1.6 **Termination.** In addition to the termination rights set forth in the Agreement, and any other rights at law or equity, if University reasonably determines that Contractor has breached any of the confidentiality restrictions or obligations set forth in this Section and Contractor has not cured such breach within forty-eight (48) hours following University's notice to Contractor, University may terminate the Agreement.
- 12.1.7 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.
- 12.2 FERPA Compliance and Data Breach Protocol.** As part of the Work and Contractor's obligations herein, Contractor is expected to create, receive or maintain University Records that (a) are subject to FERPA or (b) contain personally identifiable information from "Education Records" as defined by and subject to FERPA (collectively, "**FERPA Records**"). In connection with all FERPA Records, Contractor is designated as a University Official with a legitimate educational interest in and with respect to such FERPA Records. Notwithstanding any other provision of this Agreement, all FERPA Records will remain the sole and exclusive property of University. Contractor agrees to abide by the

limitations on re-disclosure of FERPA Records as set forth in [Section 12.1](#), and maintain the confidentiality of FERPA records in accordance with all requirements in Section. Except to the extent this Section conflicts with [Section 12.1](#), Contractor will comply with [Section 12.1](#) in connection with all FERPA Records. If any impermissible use or disclosure of FERPA Records occurs, Contractor shall, within one day of discovery, report to University any use or disclosure of FERPA Records in accordance with [Section 12.1.1](#). Following this report, Contractor will conduct a timely and thorough investigation in an attempt to identify: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, and (iii) who made the unauthorized use or received the unauthorized disclosure. At the conclusion of this investigation, Contractor will furnish a confidential written report to University indicating the results of the investigation, what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

### **13. Additional Statutory and Regulatory Provisions.**

- 13.1 Governing Law.** Bexar County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties to this Agreement and all of the terms and conditions of this Agreement will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
- 13.2 Breach of Contract Claims.** To the extent that [Chapter 2260, Texas Government Code](#), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by 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 University will examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve the claims. The parties specifically agree (i) neither execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit; and (ii) University has not waived its right to seek redress in the courts.
- 13.3 Tax Certification.** If Contractor is a taxable entity as defined by [Chapter 171, Texas Tax Code](#), then Contractor certifies it is not currently delinquent in the payment of any taxes due under Chapter 171, Contractor is exempt from the payment of those taxes, or Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- 13.4 Payment of Debt or Delinquency to the State.** Pursuant to §§[2107.008](#) and [2252.903](#), *Texas Government Code*, Contractor agrees any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency Contractor owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.

- 13.5 Texas Family Code Child Support Certification.** Pursuant to [§231.006, Texas Family Code](#), Contractor certifies it is not ineligible to receive the award of or payments under the Agreement, and acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.
- 13.6 State Auditor's Office.** Contractor understands acceptance of funds under this Agreement constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (**Auditor**), to conduct an audit or investigation in connection with those funds (ref. §§[51.9335\(c\)](#), [73.115\(c\)](#) and [74.008\(c\)](#), *Texas Education Code*). Contractor agrees to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
- 13.7 Certification regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, *Texas Government Code* (SB 252 Reg Ses., 2017), Contractor certifies Contractor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 13.8 Certification regarding Boycotting Israel.** Pursuant to Chapter 2270, *Texas Government Code* (HB 89 Reg Ses., 2017), Contractor certifies Contractor (1) does not currently boycott Israel; and (b) 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.
- 13.9 Ethics Matters; No Financial Interest.** Contractor and its employees, agents, representatives and subcontractors have read and understand University's Conflicts of Interest Policy available at <http://www.utsa.edu/hop/chapter4/4-31.cfm>, University's Standards of Conduct Guide available at <http://www.utsa.edu/acrs/Compliance/eguide/home.html>, and applicable state ethics laws and rules available at [www.utsystem.edu/ogc/ethics](http://www.utsystem.edu/ogc/ethics). Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, provisions described by University's Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

#### **14. Miscellaneous**

- 14.1 Entire Agreement; Modifications.** This Agreement supersedes all prior agreements, written or oral, between Contractor and University and will constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by both University and Contractor.
- 14.2 Force Majeure.** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character.

**14.3 Assignment and Subcontracting.** Except as provided in any Historically Underutilized Business Subcontracting Plan (HSP) that may be required under a Service Order (ref. **Exhibit A**), Contractor's interest in this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part.

**13.4 Notices.** Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to University:           The University of Texas at San Antonio  
One UTSA Circle  
San Antonio, Texas 78249  
Attention: \_\_\_\_\_  
Email: \_\_\_\_\_

*with copy to:*           The University of Texas at San Antonio  
One UTSA Circle  
San Antonio, Texas 78249  
Attention: Vice President for Business Affairs  
Email: [vpbaoffice@utsa.edu](mailto:vpbaoffice@utsa.edu)

If to Contractor:           \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

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

**13.5 Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

**13.6 Captions.** The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.

**13.7 Waivers.** No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

**13.8 Severability.** In case any provision of this Agreement (other than and excluding any provision of this Agreement providing prices for the Work) is, for any reason, held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included. If any other provision of this Agreement providing prices for the Work is held invalid or unenforceable in any respect, then that provision will be replaced with a mutually agreeable valid and enforceable provision that reasonably reflects the original intent of the parties with respect to the subject matter of the provision that was held invalid or unenforceable.

**13.9 Survival of Provisions.** No expiration or termination of this Agreement will relieve either party of any obligations under this Agreement that by their nature survive expiration or termination.

**13.10 Board of Regents Approval.** This Agreement is not effective for amounts exceeding One Million Dollars (\$1,000,000.00) in the aggregate unless approved by the Board of Regents of The University of Texas System.

University and Contractor have executed and delivered this Agreement to be effective as of the Effective Date.

**UNIVERSITY:**

**CONTRACTOR:**

**THE UNIVERSITY OF TEXAS AT SAN ANTONIO**

\_\_\_\_\_

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

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

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

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

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

Title:

\_\_\_\_\_

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

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

**Attach:**

**EXHIBIT A – Service Order**

## EXHIBIT A

### SERVICE ORDER

This Service Order ("**Service Order**") is effective as of \_\_\_\_\_, 20\_\_ ("**Order Date**"), and is entered into by and between THE UNIVERSITY OF TEXAS AT SAN ANTONIO ("**University**") and \_\_\_\_\_ ("**Contractor**").

This Service Order will be governed by all terms and conditions of that certain Student Enrollment Initiative Services Agreement (the "**Master Agreement**") entered into between University and Contractor as of \_\_\_\_\_, 2018. All terms and conditions of the Master Agreement are incorporated into and made part of this Service Order for all purposes.

University and Contractor hereby agree as follows:

#### **1. Objectives and Scope**

*[Insert an overview of project scope and engagement objectives]*

#### **2. Specific Services**

*[Insert details of project scope, engagement objectives, and deliverables]*

#### **3. Schedule**

*[Insert timing for commencement and estimated completion of services]*

#### **4. Staffing**

*[Insert identification of Contractor's project staff, including job category, role, and responsibilities, and (if necessary) assigned estimated hours of each staff member assigned to the project.]*

#### **5. Engagement Fee and Expenses**

*[Insert details of Contractor's fees and the total project cost for the scope of services, including (if applicable) a breakdown of charges for each key deliverable.]*

#### **6. University Responsibilities**

*[Insert any specific responsibilities of University.]*

#### **7. Historically Underutilized Business Subcontracting Plan**

***[OPTION: Use if Service Order will exceed \$100K.]***

Contractor, as a provision of the Agreement, must comply and adhere to the HUB Subcontracting Plan ("**HSP**") submitted by Contractor to University and signed by Contractor on \_\_\_\_\_, 20\_\_. No changes to the HSP can be made by Contractor without the prior written approval of University.

**8. Access by Individuals with Disabilities**

*[OPTION: Use if Service Order includes the provision of electronic information resources.]*

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 Service Order (**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. Should University notify Contractor in writing that the EIRs, or any portion thereof, do not comply with the EIR Warranty, and such non-compliance continues for a period of thirty (30) days after such written notice to Contractor, then University may terminate this Service Order and Contractor will refund to University, within thirty (30) days after the termination date, a prorated amount of any fees paid by University for services not yet rendered by Contractor.

University and Contractor have executed and delivered this Service Order to be effective as of the Order Date.

**THE UNIVERSITY OF TEXAS AT SAN ANTONIO**

\_\_\_\_\_

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

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

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

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

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

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

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

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

**EXHIBIT A**

**SCOPE OF SERVICES**



## EXHIBIT B

### **SERVICE FEE SCHEDULE**

Submit a cost breakdown detail for each target area.

#### Application Cultivation and Marketing (Impact Fall 2019 Class)

- Identify all costs to be incurred for performing the tasks necessary to accomplish the Scope of Work. Include any estimates for list purchase and postage for the enrollment marketing campaigns. A summary sheet of costs may be provided, however a detailing of the costs must be provided in addition to the summary sheet.
- Provide pricing for any additional offerings and/or incentives your company would provide as part of your proposal as described in **Section 5** of the RFP.
- Describe your company's approach to multiyear agreements with options for 1, 3, and 5 years. Identify any financial incentives or discounts. Outline in detail the costs spanning any single or multiple years proposing.

#### Financial Aid Awarding (Impact Fall 2019 Class)

- Identify all costs to be incurred for performing the tasks necessary to accomplish the Scope of Work. Include any estimates for list purchase and postage for the campaigns. A summary sheet of costs may be provided, however a detailing of the costs must be provided in addition to the summary sheet.
- Provide pricing for any additional offerings and/or incentives your company would provide as part of your proposal as described in **Section 5** of the RFP.
- Describe your company's approach to multiyear agreements with options for 1, 3, and 5 years. Identify any financial incentives or discounts. Outline in detail the costs spanning any single or multiple years proposing.

#### Student Search Campaign (Impact Fall 2020 Class)

- Identify all costs to be incurred for performing the tasks necessary to accomplish the Scope of Work. Include any estimates for list purchase and postage for the enrollment marketing campaigns. A summary sheet of costs may be provided, however a detailing of the costs must be provided in addition to the summary sheet.
- Provide pricing for any additional offerings and/or incentives your company would provide as part of your proposal as described in **Section 5** of the RFP.
- Describe your company's approach to multiyear agreements with options for 1, 3, and 5 years. Identify any financial incentives or discounts. Outline in detail the costs spanning any single or multiple years proposing.

#### Additional Services

- Outline the cost of any Additional Services not identified or addresses as part of the original scope of this RFP. Be sure to indicate if the cost is a onetime fee or an ongoing cost.

**APPENDIX THREE**  
**HUB SUBCONTRACTING PLAN**