

# Midwestern State University

Purchasing & Contract Management Department  
2733 Midwestern Pkwy, Room 105  
Wichita Falls, TX 76308



## Request for Proposal

### Financial Collection Services

RFP 735-21-4345

October 20, 2020

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#### Anticipated Schedule of Events

<b>October 20, 2020</b>	Issuance of RFP
<b>October 29, 2020 (12:00 pm CT)</b>	Deadline for Submission of Questions
<b>October 30, 2020 (5:00 pm CT)</b>	Release of Official Responses to Questions (or as soon thereafter as practical)
<b>November 12, 2020 (2:00 pm CT)</b>	Deadline for Submission of Offers
<b>January 1, 2021</b>	Services Commencement Date

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## **Section 1** **Summary**

1.1 Type of Solicitation:	Request for Proposal
1.2 Issuing Office:	Midwestern State University Purchasing & Contract Management Department 2733 Midwestern Pkwy, Room 105 Wichita Falls, TX 76308
1.3 Responses to RFP:	Sealed Competitive Proposals
1.4 <u>Anticipated Schedule of Events:</u>	
<u>Issuance of RFP:</u>	October 20, 2020
<u>Deadline for Submission of Questions:</u>	October 29, 2020 (12:00 pm CT)
<u>Deadline for Response to Questions:</u>	October 30, 2020 (5:00 pm CT) or soon as possible thereafter as practical
<u>Deadline for Offers:</u>	In issuing office no later than: <b>November 12, 2020 (2:00 pm CT)</b>
1.5 Initial Contract Term:	January 1, 2021 to December 31, 2021
1.6 Optional Contract Terms:	The anticipated term of any resulting agreement will begin execution of the contract and expire on December 31, 2021. MSU will have the option of four (4) additional one (1) year renewal periods.  <ul style="list-style-type: none"> <li>• <u>Optional Renewal Period #1: January 1, 2022 – December 31, 2022</u></li> <li>• <u>Optional Renewal Period #2: January 1, 2023 – December 31, 2023</u></li> <li>• <u>Optional Renewal Period #3: January 1, 2024 – December 31, 2024</u></li> <li>• <u>Optional Renewal Period #4: January 1, 2025 – December 31, 2025</u></li> </ul>
1.7 Contact Person for this RFP:	Joseph J. Mrugalski Jr. <a href="mailto:joe.mrugalski@msutexas.edu">joe.mrugalski@msutexas.edu</a>
1.8 Offers Submitted:	
By mail or hand delivery:	Accepted
By email:	Accepted ( <b>Preferred</b> )
By fax:	Not Accepted
1.9 RFP Addenda:	Notice of changes to items directly affecting the original RFP or offer process will be posted on the MSU Purchasing webpages located at: <a href="http://www.msutexas.edu/purchasing">http://www.msutexas.edu/purchasing</a> Amendments to the solicitation will be posted to the RFP an addendum. It is the responsibility of an interested party to check periodically the MSU Purchasing webpage for updates to the RFP prior to submitting an offer. Each respondent is solely responsible for verifying receipt Addendum, if applicable, and offer by the deadlines specified.

1.10 Questions & Responses:

Questions regarding this RFP must be in writing and must be submitted to contact person for this RFP noted in Section 1.7. **Telephone inquiries will not be accepted.** MSU intends to post responses to the questions received in the form of an addendum on the MSU Purchasing web site @ <http://msutexas.edu/purchasing/>. Each bidder is solely responsible for verifying receipt addendum, if applicable, and offer by the deadlines specified.

1.11 Bidder Presentations:

Presentations/interviews are an option of the evaluation team and may **or** may not be conducted; therefore, proposals should be complete when submitted by the deadline indicated in the Part 5. The presentation will be conducted at a location, date and time to be arranged. MSU will determine the number of top-scoring respondents in its sole discretion.

1.12 Contact with MSU Staff:

Upon issuance of this RFP, employees and representatives of MSU, other than the MSU contact person identified in Section 1.7, will not discuss the contents of the RFP with any bidder or its representatives. **Failure of a bidder or any of its representatives may result in disqualification of any related offer.** This restriction does not preclude discussions between affected parties conducting business unrelated to this procurement.

1.13 Additional Requirements/Qualifications: N/A

1.14 Evaluation of Offer under Best Value Standard (Texas Government Code §2157.003):  
The proposal analysis will include:

Criteria	Weight
Compliance to bid specifications, past performance, & references & estimated number of days to completion	80%
Overall Costs	20%
<b>Total:</b>	<b>100%</b>

It is understood that factors listed in Texas Government Code §215.074, 2156.007 & 2157 shall also be considered in making an award when specified.

## **Section 2** **General Information**

### **2.1 Introduction**

Midwestern State University seeks proposals from qualified vendors to provide financial collection services. Services are specifically described in Section 6 (Specifications/Scope of Work).

### **2.2 General Terms & Conditions**

These General Terms and Conditions apply to all offers made to Midwestern State University (herein after referred to as "University") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to, Invitations to Bid and Request for Proposals.

## **Section 3** **Notice to Bidders** **PLEASE NOTE CAREFULLY**

Review this document in its entirety. Be sure your proposal is complete, and double-check your proposal for accuracy.

**THIS IS THE ONLY APPROVED INSTRUCTION FOR THIS PROPOSAL. ITEMS BELOW APPLY TO AND BECOME PART OF TERMS AND CONDITIONS OF PROPOSAL. ANY EXCEPTIONS THERETO MUST BE IN WRITING.**

**PROPOSALS SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.**

This is a Quotation inquiry only and implies no obligation on the part of the University. All costs quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this PROPOSAL in excess of the amounts quoted.

The contractor agrees to protect the University from claims involving infringement of patents or copyrights.

### **3.1. Clarification of Instructions or Specifications**

Questions requiring only clarification of instructions or specifications will be handled through the email process. **Telephone inquiries will not be accepted.** If any questions results in a change or addition to this Proposal, the change(s) and addition(s) will be addressed to all vendors involved as quickly as possible in the form of an addendum. It is the responsibility of the bidder to view the posting on the MSU purchasing web page located at <http://msutexas.edu/purchasing/>. Written inquires pertaining to proposals must give Proposal Number. Oral or other written interpretations or clarifications shall be without legal effect.

### **3.2. Group Purchasing Procurement**

Texas law authorizes institutions of higher education (defined by Texas Education Code §61.003) to use the group purchasing procurement method (Texas Education Code §51.9335, 73.115, and 74.008). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Bidder under this RFP.

### **3.3 Availability of Funds**

Award of this proposal will be contingent on availability of Midwestern State University funds.

### **3.4 Non-Bid Solicitations**

Phone calls/emails from vendors using this bid in an attempt to make a sales call (which circumvents the bid process) will not receive a response.

## Section 4 Proposal Submission Procedures

### 4.1 Proposal Submission

Each sealed proposal shall be properly identified with the **name and number** of proposal and name of bidder submitting proposal. Proposals must be in the MSU Purchasing Office **BEFORE** the hour and date specified in accordance with Section 1.8. Submitted proposals will be date/time stamped upon receipt.

Electronic submissions are preferred and must be sent to the contact person email address referenced in Section 1.7.

If submissions are mailed or hand delivered, one (1) original individually bound completed proposal and one (1) electronic version (USB Drive) is required. See Section 1.8 for acceptable submission requirements.

Mailed or hand delivered submissions must be received **in** the issuing office noted in Section 1.2 before the scheduled deadline for submissions noted in Section 1.8. Submissions received after the deadline will not be accepted. This includes submissions using overnight or next day mailing services that do not arrive in the issuing office by the scheduled deadline for submission.

BIDDERS SHALL SUBMIT PROPOSAL PRICING ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT NOTICE, AND RETURN ENTIRE PROPOSAL PACKET. In the event of inclement weather and the University Offices are officially closed on a proposal opening day, proposals will be received until 2:00 p.m. of the next business day. At which time said proposals will be privately opened.

Proposals **MUST** give full firm name and address of the bidder. Failure to manually sign proposal will result in disqualification. Person signing proposal should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.

References shall be included. Three (3) current customers with a comparable purchase shall be listed with complete name, address, telephone number, and contact person.

Any catalog, brand name, or manufacturer's reference used in a proposal invitation is descriptive-NOT restrictive-it is to indicate type and quality desired unless otherwise indicated. Proposals on brand of like nature and quality may be considered. If proposal is based on other than referenced specifications, proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the proposal. If bidder takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified.

### 4.2 Freight Terms

QUOTE F.O.B. DESTINATION. If otherwise, show exact cost to deliver. Proposal unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. Proposals subject to unlimited price increase will not be considered.

### 4.3 Altered/Amended Proposals

Proposals **CANNOT** be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his/her authorized agent. No proposal can be withdrawn after opening without the approval by the Vice-President of Administration & Finance based on a written acceptable reason.

### 4.4 State Sales Tax

The University is exempt from State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE TAX IN PROPOSAL.**

#### 4.5 Samples

Samples, when requested, must be furnished free of expense to the University. If not destroyed in examination, they will be returned to the bidder on request, at his/her expense. Each sample should be marked with bidder's name, address, and University proposal number. **DO NOT ENCLOSE OR ATTACH SAMPLE TO PROPOSAL.**

#### 4.6 Condition of Items

All items proposed shall be new, in first class condition suitable for shipment and storage (the University prefers recycled packaging whenever possible), unless otherwise indicated in proposal. Verbal agreements to the University will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory materials will be returned at Seller's expense.

#### 4.7 Right to Reject

The University reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award to the Bidder that proposes the Best Value to the University. The University reserves the right to award by item or by total proposal. Prices should be itemized.

All proposals meeting the intent of this request for proposal will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the proposal. The absence of such a list shall indicate that the bidder has not taken exception and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The University reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the University.

#### 4.8 Delivery

Proposal must show number of days required to make delivery to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five-day difference in delivery promise may break a tie. Unrealistically short or long delivery promises may cause proposal to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bidder list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m., unless prior approval for late delivery has been obtained from the Director of Purchasing.

If delay is foreseen, contractor shall give written notice to Director of Purchasing. The University has the right to extend delivery date if reasons appear valid. Contractor must keep University advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the University to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.

Consistent and continued tie bidding could cause rejection of proposals by the University and/or investigation for Anti-Trust violations.

#### 4.9 Variation in Quantity

The University assumes no liability for commodities produced, processed, or shipped in excess of the amount specified herein.

#### 4.10 Bid Deposit

~~Bid Deposit – A deposit required with submitted proposals from bidders to protect the State in the event a low bidder attempts to withdraw its bid or otherwise fails to enter into a contract with the State. A Bid Deposit of five percent (5%) will be required if your bid is \$25,000 or above.~~

#### 4.11 Accessibility & Section 508 Compliance

Bidders are required to supply detailed information on how their proposed products, services, and solutions address the requirements of Section 508 of the Rehabilitation Act of 1973 (revised) (if applicable).

For each Information Communication Technology recourse (ICT) product or service included in solicitation responses subject to Texas Administrative Code 1 TAC 206 & 1 TAC 213 (which includes the U.S. Section 508 technical specifications), the Vendor shall provide documentation of how each requirements or specification is met.

It is the Bidder's responsibility to maintain the integrity of any accessibility documentation provided to the University. Any documentation shall be considered a self-attestation unless expressly affirmed otherwise.

If the bidder plans to provide commercial off the shelf (COTS) software as part or all of a solicitation response, the bidder shall provide a completed Voluntary Product Accessibility Template (VPAT) for each COTS product offered. For third party COTS products, the bidder must obtain and submit VPATS or links to them from the third party as part of the solicitation response. The VPAT template can be obtained at ITI's website:

<https://www.itic.org/dotAsset/db71ce67-c44a-4925-8d46-f8a76c3a1db2.doc>

The VPAT consists of a long series of tables. The initial one, the Summary Table, is used to provide a sense of your product's overall "level of compliance" with Texas Administrative Codes ITAC 206 & ITAC 213 Accessibility Requirements. Subsequently, the Section 1194.xx Tables contain the detailed subparagraphs the Section 508 requirements are comprised. It is within these tables you shall define in detail how your product did or did not comply with a specific requirement.

## **Section 5** **Award/Post Award**

### **5.1 Award**

A written purchase order mailed or otherwise furnished to the successful bidder within the time of acceptance specified in this package results in a binding contract without further action by either party.

No substitutions or cancellations permitted without written approval of Director of Purchasing.

SUCCESSFUL VENDOR WILL BE NOTIFIED BY EMAIL OR MAIL. All responding vendors will receive written notification regarding the outcome of the award.

### **5.2 Public Information**

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

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

Upon execution of a final agreement, the 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 (Texas Government Code, Chapter 552.001, et seq.). Bidders 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 Texas Government Code § 552.101, 552.110, 552.113, and 552.131, Government Code.



**5.3 Invoicing**

Bidder shall submit two (2) copies of an itemized invoice showing proposal number and purchase order number to:

Midwestern State University  
ATTN: Purchasing  
3410 Taft Blvd.  
Wichita Falls, TX. 76308

**5.4 Payments**

The University, after receipt of completed order will make payment to the contractor within 30 days from the receipt of goods or invoice whichever is later in accordance with Texas Government Code §2251.021. All partial shipment must be pre-approved by the Director of Purchasing. In the event of partial shipments, the University is not required to make payments until the order is complete. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by the University.

**5.5 Discrimination**

In order to comply with the provisions of fair employment practices, the contractor agrees as follows:

- 1.) The contractor will not discriminate against any employee or applicant for employment because of race, sex, religion, handicap, or national origin.
- 2.) in all solicitations or advertisements for employees, the contractor will state that all qualified applicants will receive consideration without regard to race, color, age, sex (including pregnancy, gender identity and sexual orientation), religion, disability, genetic information, veteran status, or national origin, or any other legally protected category, class, or characteristic;
- 3.) The contractor will furnish such relevant information and reports as request by the University for the purpose of determining compliance with these regulations; and
- 4.) Failure of the contractor to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated, or suspended in whole or in part.

**5.6 Assignment**

Any contract entered into pursuant to this request is not assignable, nor the duties thereunder, by either party without the written consent of the other party in the contract.

**5.7 Other Remedies**

In addition to the remedies stated herein, the University has the right to pursue other remedies permitted by law or in equity.

**5.8 E-Verify**

Bidders certifies that for contract for services, bidders shall utilize the U.S. Department of Homeland Security E-Verify system during the term of the contract to determine the eligibility of:

- All persons employed by bidders to perform duties within Texas; and
- All persons, including subcontractors, assigned by bidders to perform work pursuant the contract within the United States.

### 5.9 Bonds

~~Payment Bond—A deposit, pledge, or contract of guaranty supplied by a contractor to protect the State against loss due to the contractor's failure to pay subcontractors and material suppliers. If awarded the project a Payment Bond will be required if your bid is \$25,000 or above.~~

Performance Bond - A deposit, pledge, or contract of guaranty supplied by a contractor to protect the State against loss due to the contractor's inability to complete the contract as agreed. If awarded the project a Performance Bond is required for bids of \$100,000 or above.

### 5.10 HUB Subcontracting Plan

A HUB Subcontracting Plan ("HSP") is required as part of bidder's proposal if your proposal is \$100,000 or above. Each bidder must complete and return the HSP in accordance with the terms and conditions of this RFP. HSP can be found at the below listed link:

<http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Bidders that fail to do so will be considered non-responsive to this RFP in accordance with Texas Government Code §2161.252. The University has reviewed this RFP in accordance with Title 34, Texas Administrative Code, §20.13 (a), and has determined that subcontracting opportunities are probable under this RFP.

### 5.11 Ethics Commission Reporting

The University is required under Texas Legislature House Bill 1295 (Texas Government Code §2252.908) to request Ethics Commission Reporting from contractors with agreements that has a value of at least \$1 million (value of an agreement is based on the amount of consideration received or to be received by the contractor from the University).

The Business Entity must file Form 1295 electronically with the Texas Ethics Commission using the online filing application: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

### 5.12 Best and Final Offer

When deemed appropriate, after the submission of proposals but before the final selection of the successful proposal, the University may permit a bidder to revise its proposal in order for the University to obtain a best and final offer (BAFO). The University will provide each bidder within the competitive range with an equal opportunity for discussion and revision of their proposal, and a bidder may elect not to amend their original proposal. The University is not bound to accept the best-priced proposal if that proposal is not the most advantageous to the University as determined by the evaluation team.

This contract shall remain in effect until completion and acceptance by the University. Midwestern State University reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the University in the event of breach or default if this contract. The University reserves the right to terminate the contract immediately in the event the successful bidder fails to make delivery in accordance with the specifications.

### 5.13 Contract Management

Contract management is the process of directing contract planning, formation, execution, and assessment through closeout to maximize financial and operational performance and minimize risk. The University shall comply with Texas Government Code § 2261.256 & Midwestern State University Policy 2.24 the University regarding contract management

## Section 6 Specifications/Scope of Work

It is the intent of these specifications to describe the minimum requirements for the above titled project at Midwestern State University in sufficient detail to secure comparable proposals.

Each bidder must confirm he/she fully understands these specifications and the University's needs and satisfies himself/herself that he/she is cognizant of all factors relating to requirements contained in these specifications.

The proposal analysis will include compliance to proposal specifications, past performance with vendor, references, delivery time, and overall cost. Weighted averages are calculated as noted in Section 1.14. The University reserves the right to consider deviations from these specifications.

Please note the following:

- ~~Specifications and drawings at the below Link under current proposal opportunities listed under the RFP number: <http://msutexas.edu/purchasing/>~~
- Supply schedule and lead time for project with proposal.
- Supply an insurance certificate with your Proposal.
- Supply a W-9 with your Proposal if new to Midwestern State University.
- ~~MSU Construction Standards~~
- 2010 Uniform General Conditions apply to this Proposal and can be found at the below listed link: <http://msutexas.edu/purchasing/contract-management>

### 6.1 Specifications & Scope of Work

#### SPECIFICATIONS FINANCIAL COLLECTION SERVICES RFP 735-21-4345

**Specifications are contained in the below listed terms and conditions. Please refer to the Bid Sheet for percentages to be bid.**

This Contract ("Contract") is made and entered into by and between Midwestern State University, an institution of higher learning and an agency of the State of Texas ("UNIVERSITY"), and \_\_\_\_\_ ("COLLECTOR").

UNIVERSITY has one or more of the following accounts: Health Profession and Nursing Loan Programs, Federally Insured Student Loans, Book Store Charges, Board Accounts, Accounts and Notes Receivable, Student Accounts, Short Term Loans, Emergency Tuition Fund Loans, Housing Accounts I Dormitory Rent, Returned Checks, Tuition Loans, and other forms of delinquent accounts receivable including over awards and overpayments not reimbursed. UNIVERSITY desires that delinquent and unpaid amount in accounts to be collected and COLLECTOR desires to collect such delinquent and unpaid amounts as may be referred to COLLECTOR by UNIVERSITY.

#### I. TERM AND TERMINATION

This Agreement commences on **January 1, 2021, shall continue until December 31, 2021** with the right resting in UNIVERSITY with thirty (30) days' notice to the COLLECTOR to extend the term of the Contract, subject to the same terms and conditions, for an additional twelve (12) months for up to a total of four (4) years.

This Contract may be terminated at the option of either party by written notice given at least thirty (30) calendar days prior to the date of termination. UNIVERSITY reserves the right of immediate cancellation due to non-performance of, or non-adherence with any term or condition of this Contract. If this Contract terminates, or if COLLECTOR goes out of business, no longer performs such collection services, or files a petition under the Bankruptcy Code, then COLLECTOR shall, within sixty (60) calendar days of any such event, return to UNIVERSITY all records relating to its collection activity on behalf of UNIVERSITY as well as all funds collected from debtors on behalf of UNIVERSITY. COLLECTOR will not be entitled to a collection fee on monies received for any account after any expiration or termination of this Contract.

## II. COLLECTION FEES

COLLECTOR's compensation for services rendered under the terms of this Contract will be 23% of the total amount collected for the first referral accounts except as provided below. The collection fee for second referral accounts will be 23% of the total amount collected except as provided below. Accounts sent to COLLECTOR for the first time are first referrals. Such fee will be the sole consideration paid COLLECTOR by the UNIVERSITY regardless of the type of account or collection effort. In accordance with Section 2107.003 of the Texas Government Code, in no event shall the collection fee exceed 30% of the full amount of the obligation regardless of how the fee is calculated.

UNIVERSITY will not be liable for any cost or expense incurred by COLLECTOR in the collection of accounts. No collection fees will be paid to COLLECTOR on either: (1) accounts on which UNIVERSITY receives payment prior to any collection efforts being performed by COLLECTOR; or (2) accounts that are deferred, postponed, or canceled by UNIVERSITY in its sole discretion.

## III. DUTIES OF COLLECTOR

COLLECTOR agrees to:

1. Accept for collection and pursue diligent efforts, in accordance with the terms and conditions set forth in this Contract, the accounts that UNIVERSITY chooses to refer to it for collection without regard to the amount of the account.
2. Implement thorough collection procedures, including telephone calls, mail efforts, and skip tracing wherever necessary, in order to achieve a maximum recovery of any referred delinquent accounts. COLLECTOR's collection efforts must be conducted through proper and lawful means without threats, intimidation, or harassment of the debt or in full compliance with the Fair Debt Collection Practices Act (FDCPA) and any other applicable federal or state law. COLLECTOR'S employees and agents, when communicating with any individual with respect to a debt, either by telephone, correspondence, or otherwise, shall truthfully state who they are and who they are employed by, and not, in any manner, mention Midwestern State University except in explaining to whom the debt is owed.
3. Comply with the Family Educational Rights and Privacy Act (FERPA) and any other applicable federal or state law, and, except as appropriate in connection with the provision of services hereunder, not disseminate any information received from UNIVERSITY to any third party without written consent from UNIVERSITY, all such information to be held in the strictest confidence and used solely for collection efforts and for no other purpose. In this regard and in accordance with Section 2107.003 (h) of the Texas Government Code, COLLECTOR and each employee or agent of COLLECTOR is subject to all statutory prohibitions against the wrongful disclosure of confidential information that the UNIVERSITY and its employees are subject to. COLLECTOR'S employees are subject to the same penalties for wrongful disclosure of confidential information as would apply to the employees of UNIVERSITY.

4. Comply with all applicable provisions of Title IV of the Higher Education Act of 1965, as amended and as set forth in 34 C.F.R. §668.25, with respect to any collection of student loans.

5. Reports:

- a) Acknowledgment. Provide UNIVERSITY a letter acknowledging each account received for collection within ten (10) business days of receipt, which will further reflect the principal, interest, late charges, collection costs, and total amount placed for collection.
- b) Debtor Status Report. Provide a quarterly Debtor Status Report on all accounts placed. The Report must be issued on the tenth (10) business day of March, June, September, and December. Individual or cumulative Debtor Status Reports may be requested at any time and must be issued within five (5) business days.
- c) Fiscal Year Reports. Provide by November 1st of each year. Fiscal Year Reports are based on data generated by COLLECTOR in order to assist UNIVERSITY in preparing information required by State and Federal governmental entities and agencies. The UNIVERSITY'S fiscal year ends on August 31.

6. Correspondence:

- a) When utilizing correspondence, use only correspondence the format which has been approved by UNIVERSITY. Samples of all correspondence will be submitted to UNIVERSITY for written approval and upon approval may be used during the collection process by COLLECTOR. COLLECTOR will copy UNIVERSITY on all correspondence sent to a third party regarding any account placed with COLLECTOR by UNIVERSITY. UNIVERSITY reserves the right to rescind any previously provided approval.
- b) Prepare and mail delinquency notices in compliance with due diligence requirements of the U.S. Department of Education and the Department of Health and Human Services.
- c) Prepare and mail payment notices to each debtor at monthly, bi-monthly, quarterly, semiannual, or annual intervals as may be instructed by UNIVERSITY.
- d) Prepare and mail to each debtor in repayment status a notice of grace period expiration, in accordance with the current due diligence requirements for such accounts.

7. Remit by wire transfer or check to UNIVERSITY, by the twentieth (20th) day of each month, all monies collected for UNIVERSITY during the preceding calendar month, taking care to insure all debtor checks have been cleared on or before such date, together with an itemization of the payments received for each account. The itemization will feature debtor's name, account number, amount collected, and whether or not the account has been closed. COLLECTOR will retain their fee each month prior to remitting monthly collected monies to UNIVERSITY. These fees will be sole consideration paid to COLLECTOR for its services under this Contract.

8. Not charge a collection fee for cancellations, deferments, or postponements approved by UNIVERSITY.

9. Make every effort to collect accounts prior to making recommendations to file suits on such accounts; however, COLLECTOR has no authority to file suit on any account referred by UNIVERSITY. The filing and prosecution of lawsuits will be in accordance with policies established by the Attorney General of the State of Texas.

10. Not accept any compromise settlement on any account without prior written approval of UNIVERSITY.
11. Immediately suspend collection efforts, either temporarily or permanently, on any account upon instruction by UNIVERSITY.
12. Maintain company records on such accounts in a manner as to be auditable, and allow audit by UNIVERSITY or its representatives any time during normal business hours. COLLECTOR further understands that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 5 J .9335I, Texas Education Code. COLLECTOR agrees to cooperate with the Auditor in the conduct of the auditor investigation, including without limitation, providing all records requested. COLLECTOR will include this provision in all contracts with permitted subcontractors. COLLECTOR will not destroy any of the records and documents relating to UNIVERSITY accounts until it has received written permission to do so from UNIVERSITY, but in no event less than three (3) years after a particular debtor file is closed.
13. INDEMNIFY, DEFEND AND HOLD HARMLESS THE STATE OF TEXAS, MIDWESTERN STATE UNIVERSITY AND THEIR OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGE OR EXPENSE INCLUDING REASONABLE ATTORNEY'S FEES AND INVESTIGATIVE EXPENSES THEY MAY INCUR THAT RESULT FROM ANY CLAIMS AGAINST THEM, INDIVIDUALLY OR SEVERALLY FOR ANY ACTS OR OMISSIONS BY COLLECTOR OR ITS OFFICERS, AGENTS OR EMPLOYEES IN THE PERFORMANCE OF THIS CONTRACT.
14. Not assign this Contract, in whole or in part without the prior written consent of UNIVERSITY.
15. Be responsible for ensuring accounts are updated to reflect the amount actually past due based on information provided by UNIVERSITY. COLLECTOR shall return an account to UNIVERSITY as soon as the delinquency has been paid. COLLECTOR must exercise special care to ensure the entire principal with interest, penalties assessed and collection costs have been paid before informing the borrower /debtor that the debt is paid in full.
16. Reimburse UNIVERSITY for any amount that becomes uncollectible or is lost due to any act of COLLECTOR or its officers, agents, or employees. Such acts may include, but are not limited to: accepting a compromise settlement for less than the total amount due without authorization of UNIVERSITY, acknowledging a payment constitutes payment in full when in fact COLLECTORS records should demonstrate the loan or account is not paid in full, and failing to immediately refer any Notice of Bankruptcy to UNIVERSITY.
17. Suspend action either temporarily or permanently on any account, in whole or in part, referred for collection upon notification to do so by UNIVERSITY, or upon notice of bankruptcy of the debtor, and to return accounts to UNIVERSITY upon request. Accounts referred to COLLECTOR by UNIVERSITY must be returned to UNIVERSITY if there is no payment activity for twelve (12) consecutive calendar months since date of last transaction.
18. Forward in full to UNIVERSITY any amounts received by COLLECTOR that are in excess of monies due and payable with an explanation that the amount is an overpayment. COLLECTOR is not entitled to a collection fee for overpayments and shall not retain any portion of an overpayment.
19. Promptly cancel and return to UNIVERSITY all accounts on which collection activity has ceased or accounts that are requested to be returned by UNIVERSITY. COLLECTOR agrees to return accounts with a record of any contacts made with the debtor including current address, telephone number, and any other information that will

aid in the future collection of the account. The transmission of such information is part of the service to UNIVERSITY that COLLECTOR agrees to perform.

20. Appoint in writing at least one representative who will have primary responsibility and authority for UNIVERSITY'S accounts.

21. Provide written acknowledgment within three (3) business days of receipt of complaints or inquiries transmitted to COLLECTOR by UNIVERSITY that arise out of COLLECTOR'S performance of this Contract, indicating the measures undertaken to resolve the complaint or respond to the inquiry with a time frame for resolution.

22. Cease any further collection effort on any account COLLECTOR either fails or refuses to return to UNIVERSITY as required by any provision of this Contract and consider the account under the control of UNIVERSITY. COLLECTOR is responsible for all costs, fees, and expenses incurred by UNIVERSITY in its efforts either in or out of court to obtain the return of accounts. COLLECTOR is also responsible for any claims and damages that may arise from its failure or refusal to return accounts in a timely fashion.

23. Acknowledge the right of UNIVERSITY to assign or refer accounts to the U.S. Department of Education or any other entity, commercial or governmental, for collection, and COLLECTOR, upon written notification of such assignment or referral from UNIVERSITY, will close and return the account and will remit any payments received after the date of closing without charging a collection fee.

24. Represent and warrant that COLLECTOR is in compliance with Texas Finance Code, Chapter 392, and shall provide a copy of its surety bond on file with the Texas Secretary of State to UNIVERSITY upon request.

25. Represent and warrant that COLLECTOR is and will remain in good standing and comply with all applicable law, and provide a certificate of good standing from the Texas Comptroller, if a corporation, or a certificate of authority from the Texas Secretary of State. COLLECTOR certifies that, to the best of its knowledge, it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code and there are no outstanding warrant holds in place against COLLECTOR at the office of the Texas Comptroller of Public Accounts. Pursuant to Sections 2107.008 and 2252.903 of the Texas Government Code, COLLECTOR further agrees that any payments owing to COLLECTOR under this Contract may be applied directly toward any debtor delinquency that COLLECTOR owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debtor delinquency is paid in full.

26. Under Section 231.006, Texas Family Code, COLLECTOR certifies that it is not ineligible to receive any payment to be made pursuant to this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

27. Under Section 2155.004, Texas Government Code, COLLECTOR certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

28. As required by Section 2155.4441 of the Texas Government Code, in performing its duties and obligations under this Contract, COLLECTOR shall purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

29. As used in this paragraph, the term "Information" means any data or information COLLECTOR creates, obtains, accesses, receives, stores, or uses in performing this Contract; for example, social security numbers, credit card numbers, or data protected or made confidential or sensitive by any applicable federal or Texas law or regulation, including the Gramm-Leach-Bliley Act ("GLB," Public Law No. 106-102), the Family Educational Rights and Privacy Act ("FERPA," 20U.S.C. Section 1232g) and the Health Insurance Portability and Accountability Act ("HIPAA," Public Law No. 104-191). If the activities of COLLECTOR under this Contract require COLLECTOR to create, obtain, access, receive, store, or use Information then COLLECTOR represents, warrants and certifies it will:

- a) hold all Information in the strictest confidence;
- b) not release any Information unless COLLECTOR obtains UNIVERSITY's prior written approval and performs such a release in full compliance with all applicable privacy laws, including GLB, FERPA and HIPAA;
- c) not otherwise use or disclose Information except as:
  - (1) permitted or required by this Contract,
  - (2) required by law, or I authorized by UNIVERSITY in writing;
- d) safeguard Information according to all commercially reasonable administrative, physical and technical standards (e.g., such standards established by the National Institute of Standards and Technology, the Center for Internet Security, or the Gramm-Leach Bailey Act – see Standards for Safeguarding Customer Information, 16C.F.R. Part 314, keeping in mind the objectives of Section 314.3(b));
- e) continually monitor its operations and take any action necessary to assure the Information is safeguarded in accordance with the terms of this Contract and as required by applicable federal or Texas law or regulation; and
- f) comply with the UNIVERSITY's rules, policies, and procedures regarding the Information. At UNIVERSITY's request, COLLECTOR agrees to provide UNIVERSITY with a written summary of the procedures COLLECTOR uses to safeguard Information.

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

COLLECTOR acknowledges that it will be handling UNIVERSITY's covered accounts, as those accounts are defined under 16 C.F.R. 681.1. COLLECTOR certifies that it has a compliant Identity Theft Prevention, Detection, and



Mitigation Program in place, as required under 16 C.F.R, 681.1, and will handle UNIVERSITY's covered accounts in accordance with this Program.

30. COLLECTOR expressly acknowledges that UNIVERSITY is an agency of the State of Texas and nothing in this Contract will be construed as a waiver or relinquishment by UNIVERSITY of its right to claim such exemptions, privileges, and immunities as may be provided by law.

31. COLLECTOR is required to make any information created or exchanged with UNIVERSITY pursuant to this Contract, and not otherwise accepted from disclosure under the Texas Public Information Act or otherwise prohibited by law, available in PDF or other mutually agreed upon format that is accessible to the public at no additional charge to UNIVERSITY.

#### **IV. DUTIES OF UNIVERSITY**

1. Periodically place accounts for collection with COLLECTOR, providing the debtor's name, current address and phone number (if known), account number, principal and interest due, late charges, and collection costs, along with a historical summary of account activity whenever possible. UNIVERSITY represents, warrants and agrees that all information provided to COLLECTOR regarding amounts owed on each account will reflect only sums and/or percentages, including interest, late charges and/or collection costs when imposed, that are permitted by the documents creating the subject debt and/or by applicable law, are validly due and owing and, to the extent known by the UNIVERSITY, are not subject to pending bankruptcy, insolvency or similar proceedings.

2. Grant COLLECTOR the authority to waive collection costs.

3. Advise COLLECTOR within ten (10) business days of receipt by UNIVERSITY of each debtor change of name and/or address.

4. Include payments received directly by UNIVERSITY for accounts referred to COLLECTOR in the total payments collected that are subject to the collection fee, except as otherwise provided in this Contract. The UNIVERSITY will within five (5) business days notify COLLECTOR of such payments received by it for an account placed with COLLECTOR.

#### **V. INSURANCE AND BOND**

1. COLLECTOR has and will keep in effect a satisfactory errors and omissions insurance policy in the amount of **\$1,000,000**, which names the UNIVERSITY as an additional insured. Within ten (10) business days of the effective date of this Contract, COLLECTOR must provide UNIVERSITY a certificate of insurance. COLLECTOR must provide UNIVERSITY notice of any cancellation of the errors and omission insurance policy within three (3) business days of any cancellation.

2. COLLECTOR shall maintain a satisfactory blanket employee fidelity bond in the minimum amount of **\$1,000,000** for the purpose of protecting UNIVERSITY against any loss or failure of COLLECTOR or any of its officers, employees or agents to transmit to UNIVERSITY for any reason the monies collected as required by this Contract. Within ten (10) business days of the effective date of this Contract, COLLECTOR must provide UNIVERSITY proof of bonding. COLLECTOR must provide UNIVERSITY notice of any cancellation of any bond within three (3) business days of any cancellation.

#### **VI. NON-DISCRIMINATION**

COLLECTOR shall not discriminate on the basis of race, color, religion, national origin, sex, age, disability, genetic information, citizenship, or veteran status in regard to collection efforts and employment decisions. COLLECTOR

must comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, as amended, and/or the rules, regulations, and relevant orders of the Secretary of Labor.

#### **VII. DISPUTE RESOLUTION**

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by UNIVERSITY and COLLECTOR to attempt to resolve any claim for breach of contract made by COLLECTOR that cannot be resolved in the ordinary course of business. COLLECTOR shall submit written notice of a claim of breach of contract under this Chapter to the Vice President of Administration and Finance of the UNIVERSITY, who shall examine COLLECTOR'S claim and any counterclaim and negotiate with COLLECTOR in an effort to resolve the claim. The parties hereto specifically agree that (i) neither the execution of this Contract by the UNIVERSITY nor any other conduct, action or inaction of any representative of the UNIVERSITY relating to this Contract constitutes or is intended to constitute a waiver of the UNIVERSITY's or the state's sovereign immunity to suit; and (ii) the UNIVERSITY has not waived its right to seek redress in the courts.

#### **VIII. NOTICES**

Any notice required or permitted under this Contract must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. UNIVERSITY and COLLECTOR can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

**UNIVERSITY:**

Midwestern State University  
3410 Taft Boulevard  
Wichita Falls, Texas 76308-2099  
Chris Stovall, Controller  
Phone: (940) 397-4273  
Fax: (940) 397-4302  
E-mail: [chris.stovall@msutexas.edu](mailto:chris.stovall@msutexas.edu)

**COLLECTOR:**

#### **IX. MISCELLANEOUS**


1. Independent Contractor. In the performance of this Contract, COLLECTOR, its officers, agents, or employees act in an independent capacity and not as officers, agents, or employees of the State of Texas, or Midwestern State University.
2. Contingencies. This Contract is subject to and conditioned upon the express written approval of the Attorney General of the State of Texas. Should the Attorney General fail to give such approval, this Contract will be null and void.
3. Governing Law and Venue. The validity of this Contract and all matters pertaining to this Contract, including but not limited to, matters of performance, nonperformance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Venue for any action or claim brought under this Contract shall lie in Wichita County, Texas or the Federal District Court for the Northern District of Texas, Fort Worth Division.

4. Grammatical Interpretation. Whenever the singular number is used, it includes the plural, and the masculine gender includes the feminine and neuter gender.
5. Headings. Headings are for reference and will not be construed to limit or alter the meaning of the provisions of this Contract.
6. Entire Agreement. This Contract constitutes the entire agreement between the parties and will not be explained, modified, or contradicted by any prior or contemporaneous negotiations, representations, or agreements, either written or oral. This Contract may be amended only by a subsequent written instrument.
7. Parties Bound. This Contract is binding upon and inures to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors in interest or office, and assigns (but this Section does not constitute permission for an assignment).
8. Savings Clause. Should any clause in this Contract be found invalid by a court of law, the remainder of this Contract will not be affected and all other provisions in this Contract remain valid and enforceable to the fullest extent permitted by law.

**6.2 Proposal Sheet/Pricing Schedule/Bid Sheet**

Provide pricing based on the information in Section 6.1 preferably in the following format:

ITEM DESCRIPTION	COST
Fees for <b>First Referral:</b>	
Fees for <b>Second Referral:</b>	
For services rendered on borrowers that are litigated, COLLECTOR shall receive from the client a commission of:	
<b>Additional Comments/Notes:</b>	

Vendor Name:	
Contact Name:	
Title:	
Street Address:	
City, State, Zip Code	
Phone Number:	
Contact E-Mail:	
<b>*Signature of Authorized Representative:</b>	

\*Proposals must be signed by the responding company’s official authorized to commit such proposals. Failure to sign the Proposal Sheet/Pricing Schedule will be basis for proposal disqualification.

Appendix A  
 BIDDER'S CHECKLIST  
 SUBMITTAL

Vendor Name:	
Contact Name:	
Title:	
Street Address:	
City, State, Zip Code	
Phone Number:	
Contact E-Mail:	

Due Date: November 12, 2020 @ 2:00 pm CT

Request Number: RFP 735-21-4345

Check-off

1.  Response to Solicitation
2.  \*Completed Proposal Sheet/Pricing Schedule (ref Section 6.2)
3.  Signed and Completed HUB Subcontracting Plan (if necessary)
4.  Voluntary Product Accessibility Template (VPAT) (if necessary)
6.  ~~Signed and Completed Bidder's Checklist (ref Appendix A)~~
7.  Completed References (ref Appendix B)
8.  Signed and Completed Affidavit (ref Appendix C)
9.  Completed and initialed Addenda Checklist (ref Appendix D)
10.  ~~Bid Deposit (if necessary)~~
11.  Certificate of Liability Insurance
12.  Completed & Signed W9

\*Proposals must be signed by the responding company's official authorized to commit such proposals. Failure to sign the Execution of Offer will be basis for proposal disqualification.

Deliver Proposal to:

Midwestern State University  
 Purchasing & Contract Management Department  
 2733 Midwestern Pkwy  
 Wichita Falls, TX 76308

Appendix B  
VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The University prefers customers of similar size and scope of work to this proposal. **THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.**

**REFERENCE ONE**

Government/Company Name \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

Appendix C  
AFFIDAVIT

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final and if bid is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_,

on this day personally appeared \_\_\_\_\_

who, after having first been duly sworn, upon oath did depose and say;

That the foregoing proposal submitted by \_\_\_\_\_ hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

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

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_,

20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_.

Appendix D  
ADDENDA CHECKLIST

Proposal of: \_\_\_\_\_  
(Bidder's Company Name)

To:                   Midwestern State University

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

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

Contact Name:	
Title:	
*Initials of Authorized Representative:	