

BACKGROUND AND OVERVIEW

A. Overview of the University of Northern Colorado

The University of Northern Colorado is the primary teacher education university in the state of Colorado. The University of Northern Colorado has an FTE of well over 10,000 students for its primary fall and spring terms and approximately 5,000 students for its varied summer terms.

B. Overview of the Accounts Receivable/Student Loan Receivable Office

The work unit records receivable transactions, bills, collects, monitors activity, reports results and reconciles records. Billing problems are researched and resolved. The purpose of the activities is to safeguard federal, state and university assets.

The Accounts Receivable/Student Loan Department handles approximately 13,000 student accounts and 5,000 student loan accounts.

SECTION I: Administrative Information

A. **ISSUING OFFICE:** This Request for Proposal (RFP) is issued for the University of Northern Colorado by the Purchasing Department for the benefit of the University of Northern Colorado Board of Trustees. The Purchasing Department is the SOLE point of contact concerning this RFP. All communication must be done through the Purchasing Department (DOP).

B. **OFFICIAL MEANS OF COMMUNICATION:** During the solicitation process for this RFP, all official Communication between the DOP and offerors will be via postings on the State's BIDS system. DOP will post notices, which will include, but not be limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent winning offeror. **It is incumbent upon offerors to carefully and regularly monitor BIDS for any such postings.**

C. **PURPOSE:** This RFP provides prospective offerors with sufficient information to enable them to prepare and submit proposals for consideration by the Purchasing Department to satisfy the need for expert assistance in the completion of the goals of this RFP.

D. **SCOPE:** This RFP contains the instructions governing the proposal to be submitted and the material to be included therein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.

E.	<u>SCHEDULE OF ACTIVITIES</u>	<u>DATE</u>
	1. RFP Notice Published on BIDS	<u>April 2, 2007</u>
	2. Pre-proposal Conference	<u>N/A</u>
	3. Prospective Offerors Written Inquiry Deadline (No questions after this date)	<u>April 16, 2007</u>
	4. Proposal Submission Deadline (Submit 5 Copies of Proposal)	<u>May 7, 2007</u>
	5. Oral Presentations (Only if necessary after initial evaluation)	<u></u>

6. Contract Period

July 1, 2007 to June 30, 2008

7. The resulting contract may be renewed for

A total of five years

- F. **INQUIRIES:** Offerors may make written or fax inquires concerning this RFP to obtain clarification of requirements. No inquires will be accepted after the date and time indicated in the Schedule of Activities. Send all inquires to:

Attn: Vickki Klingman
Director of Purchasing
University of Northern Colorado
Greeley, CO 80639
RFP No. UNC-RFP-07-06

Response to any offeror's inquiries will be published as a modification on BIDS in a timely manner. Responses to inquiries may also be made verbally and/or in writing at a pre-proposal conference. Offerors should not rely on any other statements that alter any specification or other term or condition of the RFP.

- G. **MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Proposals may be modified or withdrawn by the offeror prior to the established due date and time.
- H. **PROPOSAL SUBMISSION:** Proposals must be received on or before the date and time indicated in the Schedule of Activities. Late proposals will not be accepted. It is the responsibility of the offeror to ensure that the proposal is received by the University of Northern Colorado Purchasing Office on or before the proposal opening date and time. Offerors mailing their proposals are advised to allow sufficient mail delivery time to ensure receipt of their proposals by the time specified. The proposal package shall be delivered or sent by mail to:

University of Northern Colorado
Purchasing Office
Carter Hall, Room 1002
Greeley, CO 80639
Attn: Vickki Klingman

Proposals must be submitted and sealed in a package showing the following information on an envelope attached to the package:

OFFEROR'S NAME
RFP No. UNC-RFP-07-06
PROPOSAL DUE DATE AND TIME:

The Vendor Signature Form **MUST** be signed in ink by the offeror or an officer of the offeror who is legally authorized to bind the offeror to the proposal. The signed Vendor Signature form is to be included with the proposal that is marked as **ORIGINAL**. Proposals, which are determined to be at a variance with this requirement, may not be accepted.

Offerors are advised that the University desires and encourages that proposals prepared in response to his RFP be submitted on recycled paper, and that all **five (5)** copies be printed on both sides of paper. While the appearance of proposals is important, and professionalism in

proposal presentation should not be neglected, the use of nonrecycled or nonrecycled glossy materials is discouraged.

- I. ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL: In the event that it becomes necessary to revise any part of this RFP, an addendum notice will be sent via the BIDS system.
- J. ORAL PRESENTATIONS/SITE VISITS: Offerors who are deemed most qualified, after initial evaluation, may be asked to make oral presentations and/or to make their facilities available for a site inspection by the evaluation committee. Such presentations and/or site visits will be at the offeror's expense.
- K. ACCEPTANCE OF RFP TERMS: A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the signature of the offeror, or an officer of the offeror legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the offeror of all terms and conditions including compensation, as set forth herein. An offeror shall identify clearly and thoroughly any variations between its proposal and the State's RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- L. PROTESTED SOLICITATIONS AND AWARDS: Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the University Purchasing Director. The protest shall be submitted in writing within seven working days after such aggrieved **person knows, or should have known, of the facts giving rise thereto**. [Ref. Section 24-109, 101 et. seq., C.R.S., as amended; Section 24-109, 201 et. seq., C.R.S. as amended; Section R-24-109-101 through R-24-109-206, Colorado Procurement Rules.

With regard to the emphasized language above, it is important for offerors to note that a challenge to the solicitation's requirements or specifications should be made within 7 days of when the protestable item is known. In other words, if you believe that the solicitation contains a requirement you want to protest should be submitted within the 7 day time period, even it that means it is filed *during* the time the solicitation is still open.

As noted in paragraph B above and paragraph Q below, announcement of the apparent winning offeror will be made via a posting on the BIDS system. The requirement for timely submission of any protest (7 working days) will begin on the first working day following posting of the award notice on BIDS.

- M. CONFIDENTIAL/PROPRIETARY INFORMATION: Any restrictions of the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself. Written requests for confidentiality shall be submitted, by the offeror with the proposal. The offeror must state specifically what elements of the proposal are to be considered confidential/proprietary. Confidential/proprietary information must be readily identified, marked and separately packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

The University Purchasing Department will make a written determination as to the apparent validity of any request for confidentiality. In the event the Purchasing Department does not concur with the offeror's request for confidentiality, the written determination will be sent to the offeror. Ref. Section 24-72-201 et. seq., C.R.S., as amended, Public (open) Records.

- N. RFP RESPONSE MATERIAL OWNERSHIP: The State of Colorado has the right to retain the original proposal and other RFP response materials for our files. As such, the State of Colorado may retain or dispose of all copies as is lawfully deemed appropriate. Proposal materials may be reviewed by any person after the "Notice of Intent to Make an Award" letter(s) has/have been issued, subject to the terms of Section 24-72-201 et seq., C.R.S., as amended, Public (open) Records. The State of Colorado has the right to use any or all information/material presented in reply to the RFP, subject to limitations outlined in the clause, Proprietary/Confidential Information. Offeror expressly agrees that the State may use the materials for all lawful State purposes, including the right to reproduce copies of the material submitted for purposes of evaluation, and to make the information available to the public in accordance with the provisions of the Public Records Act.
- O. PROPOSAL PRICES: Estimated proposal prices are not acceptable. Proposal prices will be considered to be your best and final offer, unless otherwise stated in the RFP. The proposal price will be considered in determining the apparent successful offeror.
- P. DISCUSSION WITH RESPONSIBLE OFFERORS AND REVISIONS TO PROPOSAL: Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award; for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirement. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.
- Q. SELECTION OF PROPOSAL: As described within the RFP, an Evaluation Committee will review and score offers submitted and make a recommendation for award. The selection will be for award to the responsible offeror whose proposal is determined to be most advantageous to the University. The Department of Purchasing, after review and approval of the evaluation committee's written recommendation, will notify all offerors via a posting on the BIDS system of the results of the RFP evaluation. The posting will be an announcement of the "Notice of Intent to Make an Award" which will name the apparent successful offeror.
- R. AWARD OF CONTRACT: The award will be made to that offeror whose proposal, conforming to the RFP, will be the most advantageous to the State of Colorado, price and other factors considered. A contract must be completed and signed by all parties concerned. In the event the parties are unable to enter into a contract, the State may elect to cancel the "Notice of Intent to Make an Award" letter and make the award to the next most responsible offeror.
- S. ACCEPTANCE OF PROPOSAL CONTENT: The contents of the proposal (including persons specified to implement the project) of the successful offeror will become contractual obligations if acquisition action ensues. Failure of the successful offeror to accept these obligations in a contract, purchase order, or similar authorized acquisition document may result in cancellation of the award and such offeror may be removed from future solicitations.
- T. STANDARD CONTRACT: The University/State of Colorado will incorporate standard State contract provisions (Special Provisions) and other provisions noted in this RFP into any contract resulting from this RFP.
- U. RFP CANCELLATION: The University reserves the right to cancel this Request for Proposal at any time, without penalty.

- V. STATE OWNERSHIP OF CONTRACT PRODUCTS/SERVICES: Proposals, upon established opening time, become the property of the University of Northern Colorado. All products/services produced in response to the contract resulting from this RFP will be the sole property of the University of Northern Colorado unless otherwise noted in the RFP. The contents of the successful offeror's proposal will become contractual obligations.
- W. INCURRING COSTS: The University/State of Colorado is not liable for any cost incurred by offerors prior to issuance of a legally executed contract, purchase order, or other authorized acquisition document. No property interest, of any nature shall accrue until a contract is awarded and signed by all concerned parties.
- X. MINORITY PARTICIPATION: It is the State's intent to achieve the goals of the Governor's Executive Orders D0055-87 and D0005-94 regarding minority/woman-owned businesses. Offerors are reminded it is illegal to discriminate.
- Y. NON-DISCRIMINATION: The offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.
- Z. REJECTION OF PROPOSALS: The University reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items proposed if deemed in the best interest of the University of Northern Colorado .
- AA. PARENT COMPANY: If an offeror is owned or controlled by a parent company, the main office address and parent company's tax identification number shall be provided in the proposal. The tax identification number provided must be that of the offeror responding to the RFP.
- BB. NEWS RELEASES: News releases pertaining to this RFP shall NOT be made prior to execution of the contract without prior written approval by the University.
- CC. CONTRACT CANCELLATION: The University reserves the right to cancel, for cause, any contract resulting from this RFP by providing timely written notice to the contractor.
- DD.CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:
1. By submission of this proposal, each offeror, and in the case of a joint proposal, each party thereto, certified as to its own organization, that, in connection with this procurement:
 - a. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
 - c. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
 2. Each person signing the Invitation for Bid form of this proposal certified that:
 - a. He is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or

b. He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above, and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.

3. A proposal will not be considered for award where (1)(a), (1)(c), or (2) above has been deleted or modified. Where (1)(b) above has been deleted or modified, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

EE. CONFLICTS OF INTEREST: The holding of public office or employment is a public trust. A public officer or employee whose conduct departs from his fiduciary duty is liable to the people of the State. Rules of conduct for public officers and state employees:

1. Proof beyond a reasonable doubt of commission of any act enumerated in this section is proof that the actor has breached his fiduciary duty.

2. A public officer or a state employee shall not:

- a. Engage in a substantial financial transaction for his private business purposes with a person whom he inspects, regulates, or supervises in the course of his official duties;
- b. Assist any person for a fee or other compensation in obtaining any contract, claim, license, or other economic benefit from his agency;
- c. Assist any person for a contingent fee in obtaining any contract, claim, license, or other economic benefit from any state agency; or
- d. Perform an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he either has a substantial financial interest or is engaged as counsel, consultant, representative, or agent.

3. A head of a principal department or a member of a quasi-judicial or rule-making agency may perform an official act notwithstanding paragraph (d) of subsection (2) of this section if his participation is necessary to the administration of a statute and if he complies with the voluntary disclosure procedures under CRS section 24-18-110.

4. Paragraph (c) of subsection (2) of this section does not apply to a member of a board, commission, council, or committee if he complies with the voluntary disclosure procedures under CRS 24-18-110 and if he is not a full-time state employee. Reference CRS 24-18-108.

FF. TAXES: The University of Northern Colorado, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code Registration No. 84-6000546) and from all state government use taxes (Ref. Colorado Revised Statutes Chapter 39-26.114(a)). Our Colorado State Sales Tax Exemption Number is 98-03693. Seller is hereby notified that when materials are purchased in certain political subdivisions the seller may be required to pay sales tax even though the ultimate product or service is provided to the State of Colorado. This sales tax will not be reimbursed by the State.

GG. ASSIGNMENT AND DELEGATION: Except for assignment of antitrust claims, neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

HH. AVAILABILITY OF FUNDS: Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the State of Colorado.

II. BID BONDS/SECURITY:

B. NOT REQUIRED FOR THIS PROPOSAL

JJ. CONTRACTOR'S PERFORMANCE BOND:

C. NOT REQUIRED FOR THIS PROPOSAL

KK. INSURANCE: The contractor shall procure, at its own expense, and maintain for the duration of the work, the following insurance coverages; the State shall be issued certificates as an additional insured.

1. **Standard Workers' Compensation and Employers' Liability** as required by State statute including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment.
2. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability (state anticipating HIPAA coverage) with minimum limits as follows:
 - a. \$1,000,000 each occurrence;
 - b. \$2,000,000 general aggregate;
 - c. \$2,000,000 products and completed operations aggregate;
 - d. \$50,000 any one fire; and
 - e. Per Project general Aggregate LimitIf any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.
3. Automobile Liability Insurance covering any auto (including owned, hired, and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.
4. Professional liability insurance with minimum limits of liability of not less than \$1,000,000 **may** be required for certain contracts.
5. Other insurance as may be required by law, or in a specific solicitation. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.
6. The State of Colorado – University of Northern Colorado shall be named as an **additional insured** on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado.

7. Insurance shall include provisions preventing cancellation or non-renewal without at least 30 days' prior notice to the State by certified mail.
8. Contractor will require all insurance policies in any way related to the contract and secured and maintained by the contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.
9. Contractor shall provide certificates showing insurance coverage required by this contract to the State within 7 business days of the effective date of the contract, but in no event later than the commencement of the services or delivery of the goods under the contract. No later than 15 days prior to the expiration date of any such coverage, the contractor shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of the contract, the State may request in writing, and the contractor shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section. Certificate/s of adequate insurance coverage and endorsement/s of additional insured coverage. Copies of the insurance certificate can be faxed and should be followed by the hard copy of the certificate being mailed to UNC's Purchasing Office. The Additional Insured portion should read as follows:

UNC Purchasing Director
Carter Hall 1002, Greeley CO 80639
Phone: (970)351-2288 Fax: (970)351-1142

LL. INDEPENDENT CONTRACTOR CLAUSE: All personal service contracts must contain the following clause:

"THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX WITHHOLDING, SHALL PROVIDE AND KEEP IN FORCE WORKER'S COMPENSATION (AND SHOW PROOF OF SUCH INSURANCE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS."

MM. INDEMNIFICATION: To the extent authorized by law, the contractor shall indemnify, save and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor or its employees, agents, subcontractors, or assignees pursuant to the terms of the contract resulting from this RFP.

NN. VENUE: The laws of the State of Colorado, U.S.A. shall govern in connection with the formation, performance and the legal enforcement of any resulting contract. Further, Title 24, C.R.S. as amended, Article 101 through 112 and Rules adopted to implement the statutes govern this procurement.

PLEASE NOTE: It is the CONTRACTOR'S responsibility to purchase parking permits when performing work on the UNC Campus. They can be obtained by contacting UNC Parking Services Division.

COLORADO SPECIAL PROVISIONS
in *italics*.

The Special Provisions apply to all contracts except where noted

1. CONTROLLER'S APPROVAL. CRS 24-30-202 (1). This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.

2. FUND AVAILABILITY. CRS 24-30-202 (5.5). Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. INDEMNIFICATION. Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

[Applicable Only to Intergovernmental Contracts] No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection or other provisions, of the Colorado Governmental Immunity Act, CRS 24-10-101, *et seq.*, or the Federal Tort Claims Act, 2 U.S.C. 2671, *et seq.*, as applicable, as now or hereafter amended.

4. INDEPENDENT CONTRACTOR. 4 CCR 801-2. CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY THE STATE PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUESTED BY THE STATE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.

5. NON-DISCRIMINATION. Contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

6. CHOICE OF LAW. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

7. [**Not Applicable to Intergovernmental Contracts**] **VENDOR OFFSET.** CRS 24-30-202 (1) & CRS 24-30-202.4. Pursuant to CRS 24-30-202.4 (as amended), the State Controller may withhold debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) owed amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.

8. **SOFTWARE PIRACY PROHIBITION** Governor's Executive Order D 002 00. No State or other public funds payable under this contract shall be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. Contractor hereby certifies that, for the term of this contract and any extensions, the Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this contract, including, without limitation, immediate termination of the contract and any remedy consistent with United States copyright laws or applicable licensing restrictions.

9. **EMPLOYEE FINANCIAL INTEREST.** CRS 24-18-201 & CRS 24-50-507. The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

10. [**Not Applicable to Intergovernmental Contracts**]. **ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES.** CRS 8-17.5-101 and Public Law 208, 104th Congress, as amended and expanded in Public Law 156, 108th Congress, as amended. Contractor certifies that the Contractor shall comply with the provisions of CRS 8-17.5-101 et seq. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise shall comply with the requirements of CRS 8-17.5-101(2)(b). Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. Failure to comply with any requirement of this provision or CRS 8-17.5-101, et seq., shall be cause for termination for breach and Contractor shall be liable for actual and consequential damages
Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101, et seq., and (iii) shall produce one form of identification required by CRS 24-76.5-103 prior to the effective date of this contract.

Effective Date of Special Provisions: August 7, 2006

VENDOR SIGNATURE FORM

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR BID RESPONSE

BID/RFP INVITATION NO: UNC_____

Bid Solicitation will indicate whether this is a Sealed or Fax Bid

BID RECEIPT:

SEALED BIDS -- Bid to be submitted in sealed envelope bearing the NAME AND ADDRESS OF THE BIDDER, THE DATE AND HOUR OF OPENING, AND INVITATION NUMBER ON THE FACE OF THE ENVELOPE.

Bid must be received on or before the indicated due date and time in the:

UNC Purchasing Office
Carter Hall -- Room 1002
Greeley, CO 80639

Please be advised that telegraphic or electronic bids (Fax, Western Union, Telex, etc.) cannot be accepted directly in the Purchasing Office as a sealed bid. Bidders are urged to read the bid thoroughly before submitting a bid.

FAX BIDS -- Fax Number will vary depending on Buyer submitting Documented Quote. Please refer to Solicitation for number to fax your response.

ALL BIDS SHALL BE QUOTED F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED

Per the attached specifications, terms and conditions

Vendor is required to submit Federal Employer Identification Number (F.E.I.N.) prior to payment of Purchase Order.

F.E.I.N. _____

DELIVERY DATE _____ TERMS _____

COMPLETE COMPANY NAME _____ State _____
(Include INC., DBA, LLC, LLP, Sole Proprietorship or any other ownership) (State of organization)

ADDRESS _____

CITY/STATE/ZIP _____

PHONE _____ FAX _____ EMAIL _____

NAME OF AUTHORIZED SIGNATOR _____
(Individual with authority to enter into and execute agreements/contracts/assignments/or any other legal document on behalf of company; include name/title/address/phone if different from above) _____

SIGNATURE (of Vendor's representative) _____

TYPED/PRINTED NAME _____ TITLE _____

ADDRESS _____

CITY/STATE/ZIP _____

PHONE _____ FAX _____ EMAIL _____

10/23/06

Section II: Statement of Work

A. Statement of Work and Proposal Requirements

Proposals will be accepted from collection agencies that meet the following minimum qualifications. Two agencies will be selected to perform these services. These will be for second and third placements of loans. At this time a contract is in place for the first placement of student loans. Loans will be split evenly by the UNC representative between the two agencies to work as seconds. If that agency is unsuccessful in its collection efforts then the account will be sent to the other agency to work as a third placement.

In accordance with Federal Law, and upon the terms and conditions in this RFP, the contractor shall accept for post default due diligence and collections the Perkins Loan accounts that the University of Northern Colorado refers to the contractor under the terms and conditions in this RFP.

The contractor shall perform services for a one-year evaluation period, beginning on the date an agreement between the University of Northern Colorado and the contractor is signed. At the end of the one-year evaluation the State of Colorado Controller's office will evaluate collection results and will determine if the University of Northern Colorado will be given authorization to extend the agreement. If the University of Northern Colorado is not given authorization to extend the agreement, accounts that are in active repayment at the end of the one-year evaluation period will remain with the contractor until paid in full or until the borrower ceases making payments. All other accounts will be returned to the University of Northern Colorado.

The contractor shall promptly undertake, through proper and lawful means, (and in accordance with the Fair Debt Collection Practices Act) the post default due diligence and collection of all Perkins Loan accounts referred to it by the University of Northern Colorado without regard to the amount. The accounts will normally range from \$500.00 to \$12,000.00, with an average balance of \$2,600.00. The University does not warrant or represent that any fixed quantity of debts will be referred to the contractor.

The contractor shall not, under any circumstances, violate any applicable federal or state laws and regulations and policies, including the Fair Debt Collection Practices Act in the post default due diligence and collection of the accounts or violate any guidelines established by the Federal Trade Commission or any other state or federal agency having jurisdiction.

The contractor shall utilize its professional expertise to achieve maximum recovery of the accounts referred to it for collection. Methods for maximum recovery include, but are not limited to: telephone calls and mail efforts, and, if required, shall include skip tracing, and location of assets for satisfaction of judgments. The contractor shall establish and submit minimum best practices for collection and skip tracing procedures. All minimum best practices are subject to approval by UNC, and the approval by UNC is subject to change as a result of changes to federal or state laws, regulations, and/or policies.

Payments received directly by the University of Northern Colorado or by Educational Computer Systems, Inc. (ECSI) our third party loan servicer, for accounts under referral to the contractor shall be included in the total payments collected by the contractor and shall be subject to the collection fee. One of the conditions of our waiver with the State

of Colorado that allows UNC to outsource our loan collections is that the University implement procedures to comply with the tax offset statute as outlined in CRS 23-5-115. Any collections made by the State of Colorado as a result of the tax offset process will not be subject to the collection fee.

In the event an account is reduced or canceled by the University of Northern Colorado, no collection fee will be due to the contractor for the amount of the reduction or cancellation.

The University of Northern Colorado shall not be liable for any costs or expenses incurred by the contractor in the post default due diligence and collection of accounts.

The contractor after deducting its fees shall provide a monthly remittance to the University of Northern Colorado for all monies collected, an itemization of the payments received for each account, and an accounting of the collection fee kept by the contractor for the total payments collected on the accounts, all within five (5) business days from the last day of the month.

The University of Northern Colorado or ECSI will, on a monthly basis, notify the contractor of any payment received by it for an account under referral to the contractor.

The contractor shall provide monthly inventory and exception reports outlining:

- Name, Social Security number, current address and phone number of borrower.
- Amount owed by borrower with the following detail:
 - Collection Costs
 - Late Charges
 - Accrued Interest
 - PrincipalUNC will provide the initial breakdown when the account is submitted for collection. Payments received will be applied in the above order, interest will accrue at 5% per year.
- Date the account was submitted to contractor for collection.
- Amount collected in current month for each account.
- Amount collected by contractor to date for each account.

The contractor shall not have authority to accept a compromise/write off settlement for any account without the written consent of the University of Northern Colorado.

The contractor shall agree to suspend action, either temporarily or permanently, on any account upon receipt of such notification by the University of Northern Colorado, without penalty to the University of Northern Colorado.

Any or all of the accounts referred to the contractor may be withdrawn by the University of Northern Colorado at any time upon written notification.

The offeror shall maintain a satisfactory blanket employee fidelity bond in the minimum amount of \$300,000.00.

The contractor shall be allowed to undertake legal proceedings for wage garnishment against the borrower to collect the outstanding monies. No other legal proceedings will be authorized.

The contractor shall return all accounts that have been inactive (non-paying) for a period of twelve months.

The contractor shall assure University of Northern Colorado of compliance with requirements prescribed in 34 CFR Parts 674.

Contractor will be required to notify the University of Northern Colorado, in advance, of any management, contractual, name, system, procedural or other significant changes that take place with the contractor.

Contractor will be required to provide and allow ample time for testing any system changes that effect transmissions between the University of Northern Colorado or ECSI and contractor.

Authorization to Access Restricted Information. Under the terms of this contract, authorization is granted to Contractor's personnel to access restricted, sensitive or private information in her/his performance of Perkins loan collection services.

CRS 3-9-110 Selection of Appropriate Service Providers. Due to specialized expertise needed to design, implement, and service overdue student loans, Contractor needs to provide resources that the University determines not to provide on its own. In the process of choosing a service provider that will maintain or regularly access covered data and information, the evaluation process shall include ability of the service provider to safeguard confidential financial information. Contracts with loan collection service providers may include the following provisions:

- a. An explicit acknowledgement that the contract allows the Contractor's employees access to confidential information;
- b. A special definition or description of the confidential information being provided;
- c. A stipulation that the confidential information will be held in strict confidence and accessed only for the explicit business purpose of the contract;
- d. An assurance from the contract partner will protect the confidential information it receives according to commercially acceptable standards and no less rigorously than it protects its own confidential information
- e. A provision providing for the return or destruction of all confidential information received the contract partner upon completion or termination of the contract;
- f. An agreement that any violation of the contract's confidentiality conditions may constitute a material breach of the contract and entitles the University to terminate the contract without penalty;
- g. A provision ensuring that the contract's confidentiality requirements shall survive any termination

D. Contractor Requirements

The contractor will be expected to assist the University of Northern Colorado in aspects relating to post default due diligence and the collection of defaulted Perkins student loans including but not limited to the following:

The activities of the contractor shall be fully coordinated with the activities of the University of Northern Colorado. As the work of the contractor progresses, advice on matters of immediate concern to the University of Northern Colorado and related to the

specific Statement of Work covered by the contract shall be made available to the University of Northern Colorado during the period of this contract.

The contractor shall not assign any interest in the contract, and shall not transfer any interest, whatsoever, in the same (whether by assignment or novation).

The awarded contracts must contain a termination clause, whereby the University of Northern Colorado may terminate the contract upon thirty (30) days written notice to the contractor that services are no longer required, whereby the University of Northern Colorado will not compensate the contractor past the thirty (30) day notification period.

Pursuant to C.R.S. 12-14-115 through 118 as amended, a contractor must be licensed to conduct business as a professional collection agency in the State of Colorado. When a contract is offered to the successful offeror, the offeror must submit proof of licensure in the State of Colorado to the University of Northern Colorado before the contract is signed by the University of Northern Colorado.

E. Offeror Requirements

The offeror must provide, in their proposal response, documentation for the following items:

An offeror shall have a minimum of three (3) Federal Education Loan (specifically the Federal Perkins Loan Program) contracts, which have been in place for a minimum of three (3) years and have had satisfactory performance. The satisfactory performance of the contract(s) must have occurred within the past five (5) years.

The offeror must demonstrate a history of financial stability, inclusive of an audit report by a certified public accountant for fiscal years 2004, 2005 and 2006, a banking and lending institution reference which UNC may contact for financial references, and a concise narrative which clearly establishes that the offeror has the adequate capital reserves that will allow the Contractor to continue normal operations in the event of a four to five week response time before a Contractor receives fees.

The offeror covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The offeror further covenants that in the performance of the contract no person having any such known interest shall be employed.

- i. No official or employee of the University of Northern Colorado, and no official or employee of the offeror or its governing body, and no other public official of the State of Colorado who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in connection with this RFP.

- ii. The offeror represents itself to be an independent contractor offering such services to the general public and therefore assumes all legal and financial responsibilities for taxes; FICA; employee fringe benefits; workmen's compensation; employee insurance; etc. and agrees to indemnify, save, and hold the State of Colorado and the University of Northern Colorado, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

Section III: Offeror Response Format

Submit four (4) copies of the Proposal, including the original. In order for responses to be considered, offerors must complete and submit the following information. Proposals which deviate from this requirement may not be considered for award. Under no circumstances can telephone or fax offers be accepted.

A. Vendor Signature Form and Transmittal Letter

Offerors must complete the vendor signature form and return it with the proposal marked original.

Offerors must include a letter of transmittal signed by an authorized officer of the company submitting the proposal. This letter must include the name, address, telephone, facsimile and e-mail address of a contact person who can clarify for the University of Northern Colorado any unclear aspects of offeror's proposal. This contact person must be able to negotiate on offeror's behalf and bind offeror to negotiated positions.

B. Experience

Describe experience relevant to the purposes of this RFP for Fiscal Years [2004](#), [2005](#) and [2006](#). Fiscal Year is defined as July 1 through June 30. Include information on:

Total Collections of Federal Perkins Loans:

- Total number of accounts placed for each year.
- Total dollar amount of accounts placed for each year.
- Total dollar amount of collections received for each year.
- Total number of accounts paid in full for each year.
- Of accounts placed, what percent are now paying and non-paying.
- Average age of accounts at time of placement.
- Total number of accounts forwarded for litigation for each year.
- Total number of accounts in non-payment, which have been placed longer than one year.

C. Organization

State the physical locations from which the collection, accounting and data processing activities will take place. If a subcontractor will be used, the identity of and location from which the subcontractor will perform its activities must be clearly stated. The University of Northern Colorado reserves the right to approve or deny the use of any subcontractor as a decision separate and apart from approval of a proposal. The offeror must have the ability to collect on loans for borrowers residing in any of the fifty (50) United States and its territories. The Offeror shall explain how the location of its offices will not restrict its ability to perform the requirements of this contract.

Present an organizational chart depicting the offeror's ability to work accounts and handle the reporting requirements outlined in the RFP. The chart should include pertinent managers, managers' years experience in collections, and number of staff that will be collecting on the portfolio.

Personnel identified and included within the offeror's proposal are expected to be available for work should the offeror be awarded the contract.

A statement certifying the offeror's availability and willingness to respond to UNC's need for information and/or clarification concerning the requirements of this RFP.

Evidence of licenses enabling the offeror to perform nationwide collections and agreeing to adhere to all applicable federal, state and local laws and regulations.

Listing of the type(s) and amount(s) of insurance coverage maintained by the vendor that will ensure the financial protection of the University of Northern Colorado.

The offeror shall submit a copy of a satisfactory blanket employee fidelity bond in the minimum amount of **\$300,000.00**.

Include a summary of the offeror's disaster recovery plan.

A listing of **all** organizations with whom the offeror has performed collection work for the Federal Perkins Loan Program in the past five (5) years.

D. Financial Stability

Provide evidence of financial stability including the name and address of a banking and lending institution(s) which the University of Northern Colorado may contact for financial references.

E. Methodology

Offeror will furnish a detailed explanation of how offeror proposes to accomplish the work described in the RFP.

Proposed minimum "best efforts" that will be used to collect accounts. Include manner in which due diligence will be met, and how violations of due diligence will be prevented.

Discuss methods of interaction between staff and borrowers. Explain why these methods will result in the highest return while complying with all applicable state and federal laws and regulations, considering the borrowers' ability to pay. Specify approaches for repayment schedules, loan consolidation, rehabilitation and referral for wage garnishment.

Specify the ratio of staff to number of accounts that will be used.

Provide a copy of staff training program protocols. Include information on how collectors are trained in the areas of collection, skip tracing, wage garnishment referral, rehabilitation, consolidation, Fair Debt Collection Practices Act, Fair Credit Reporting Act, and any applicable State and Federal laws.

Describe security and confidentiality of account information.

Describe the process UNC may use to handle disputes between borrowers, UNC and the contractor.

Offeror's procedure in the event the contractor quotes an improper payoff figure and the borrower subsequently tenders an amount the Contractor accepts as a payment in full.

F. Capabilities

A description of the ability to comply with reporting capabilities. Description should include the number of computer personnel dedicated to the system, types of management reports that are generated, reports that will be distributed to UNC.

An example of the reporting invoices that will breakout borrower payments, rehabilitation payments and consolidation payments. A description of the time element and process that should be used to request additional reports as required.

Offerors ability to establish on line inquiries between UNC and the offeror.

Offeror should demonstrate the ability to reconcile loan account inventory between UNC and Contractor by submitting detailed procedures for reconciliation.

G. Compliance

Offeror's demonstrated understanding of the requirements of the U.S Department of Education, specifically 34 CFR 674.

H. Deviations and Exceptions

Deviations and exceptions from the terms, conditions, or specifications contained in this RFP and draft contract shall be described fully in the offeror's proposal. In the absence of such statements, the response shall be accepted in strict compliance with all terms, conditions, and specifications of this RFP and contract.

I. Cost Component

The offeror shall state the percentage of monies collected that will be retained by the offeror as the collection fee. No other fees will be charged to the University of Northern Colorado.

J. Benefits

The offeror may provide a summary of what the offeror believes to be the benefit of the proposal to the University of Northern Colorado from using their services.

K. Appendices

The offeror may provide any additional relevant information that the offeror feels would be appropriate for the University of Northern Colorado to know regarding their services.

Section IV: Evaluation

The response to this RFP will be judged by each member of the Evaluation Committee in each of the following areas outlined in Section III, Offeror Response Format:

- Experience
- Organization
- Financial Stability
- Methodology
- Capabilities
- Compliance
- Deviations and Exceptions
- Cost Component

While a numerical rating system may be used to assist the evaluation committee in selecting the competitive range (if necessary) and making the award decision, the award decision ultimately is a business judgment that will reflect an integrated assessment of the relative merits of the proposals using the factors disclosed in the RFP.