PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT by and between **the University of North Texas System** ("UNTS"), for the use and benefit of any of its three individually accredited independent universities (the University of North Texas in Denton ("UNT"), the University of North Texas Health Science Center ("UNTHSC") in Fort Worth, and the University of North Texas at Dallas ("UNTD")), and **Nelnet Business Solutions, Inc.** (*dba* Nelnet Campus Commerce) and its affiliates ("Company") is entered into this __15th__ day of July, 2019, and shall be as follows:

1. **MULTIPLE CAMPUSES:** To the extent that UNTS is a multi-institution public entity whose representatives have authority to sign system-wide agreements, the terms of this Agreement, at the Company's option, may apply to any UNTS campuses or institutions (each, an "Institution") that wish to take advantage of the Company's services. Pursuant to the provisions below, a completed Order Form will be sufficient to incorporate services for those additional campuses or institutions into this Agreement.

2. **SERVICES AND SCOPE:** This Agreement sets forth general provisions under which the Company will provide services to the Institution and incorporates Terms and Conditions for selected services ordered by UNTS (Attachments A, B, and C). These services represent an integrated and unique suite of business solutions that may be implemented individually but were designed to work in combination as a comprehensive business solution. The Institution may purchase and use any products offered by the Company during the term of this Agreement.

3. **ORDERING SERVICES:** Operational, transaction and other fees for services contracted as of the date of this Agreement are outlined on the hosted business service Order Form (Attachment D). At any time, a completed Order Form for a service will be sufficient to incorporate that service into this Agreement under the service's most current Terms and Conditions (to be provided along with the Order Form). An Order Form must be accepted by the Institution in writing by signing and returning the Order Form.

4. **COOPERATIVE PURCHASING AGREEMENT:** As permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities, specifically Institutions of Higher Education as defined by Section 61.003 Education Code, Government Code Section 2155.134 ("entities"), may wish to also participate under the same terms and conditions contained in this agreement. Each entity wishing to participate must have prior authorization from the Company. If such participation is authorized, pricing for products and services to be contracted will be negotiated directly between the Company and the participating entity, independent of the UNTS-specific pricing outlined in Attachment D of this Agreement. All purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. UNTS shall not be held responsible for any orders placed, deliveries made, or payment for supplies/services ordered by the entities. Pursuant to the provisions above, a completed Order Form will be sufficient to incorporate services for those additional entities under the terms and conditions of this Agreement.

5. **INSTITUTION BANKING INFORMATION:** The Institution must provide bank account information for the ACH (i.e., Automated Clearing House) deposit of its funds (and ACH withdrawal, if applicable). The Company requires a bank reference letter written on bank letterhead that includes the account holder name, the routing number, account number, and type of account (checking or savings). Additional procedures for debit block clearance may be appropriate and required for certain services.

6. **ACH AUTHORIZATION:** The Institution hereby authorizes the Company to initiate credit or debit entries to the account provided. The Institution acknowledges that the origination of ACH transactions for its account must comply with applicable U.S. laws and regulations. This authorization is to remain in full force and effect until the Company has received a written notice of termination or a change in banking from the Institution in such time and in such manner as to afford the Company a reasonable opportunity to act on it. As an Originator, the Institution is responsible for adhering to applicable rules as prescribed by the National Automated Clearing House Association (NACHA). The Institution shall establish and maintain procedures for secure online authentication (to identify End Users) and make reasonable efforts to prevent fraudulent use by End Users and unauthorized users. The Company may monitor and audit Institution and End User ACH activity, conduct risk assessments, set exposure limits, provide education, monitor return activity, make change requests, evaluate staff-initiated entries, and reject certain entries (*e.g.*, physical check conversions). If necessary to comply with applicable laws, rules, or regulations, Company may revoke the Institution's privilege to originate ACH transactions. The Company assumes the responsibilities of a Third Party Sender under NACHA Rules. The Institution is liable for all returns, including untimely non-administrative returns.

7. **PAYMENT PROCESSING:** The Company will at all times maintain compliance with the most current applicable Payment Card Industry Data Security Standards (PCI DSS). Company acknowledges responsibility for the security of cardholder data under its control as defined within the PCI DSS. Company acknowledges and agrees that cardholder data may only be used for completing the contracted services as described in the full text of this document, or as required by the PCI DSS, or as required by applicable law.

8. **INDEPENDENT SERVICE CONTRACT:** Service levels, pricing, and packaging of any and all services provided under this Agreement are independent of any student-loan or student-loan-servicing relationship Nelnet, Inc. may have or seek to have with the Institution.

9. **REVENUE-SHARING RELATIONSHIPS:** The Institution is strongly encouraged to disclose to its customers any revenue-sharing relationship it has with the Company, if applicable. If such a relationship exists and the Institution chooses not to disclose it, the Institution will provide the Company with a written explanation of its policy. As noted above, any such relationship is independent of any student-loan relationship with Nelnet.

10. **CONFIDENTIAL BUSINESS INFORMATION:** During the term of this Agreement and for three (3) years after termination or expiration, each party agrees not to disclose Confidential Information obtained from the other party to any person or entity. As used herein, "Confidential Information" means information that is identified (orally or in writing) as confidential or is of such a nature that a reasonable person would understand such information to be confidential. Confidential Information shall not include information 1) generally known to the public, 2) already known, through legal means, to the party receiving the information, or 3) legally obtained from a third party. In the event that either party is required to disclose confidential information about the other party pursuant to a judicial or government order, such party will promptly notify the other party to allow intervention in response to such order.

11. **CONFIDENTIAL CONSUMER INFORMATION:** Consumer information that is required to be kept confidential will be kept so in perpetuity. Company will remain in compliance with security and privacy obligations imposed by the Gramm-Leach-Bliley Act (GLBA), FERPA, and other applicable laws or regulations; however, the Institution's sole remedy for noncompliance following a 15-day cure period is termination of this Agreement.

12. **INDEMNIFICATION:** Except as provided for herein, each Party (the "Indemnifying Party") shall indemnify, defend, and hold the other Party, its designees, and its respective Board of Trustees, officers, directors, employees and agents (collectively, "Indemnified Parties") harmless from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including reasonable attorneys' fees and costs incurred or suffered by any of the Indemnified Parties arising out of, in connection with or resulting from any claim or allegation arising from negligent or intentional conduct by the Indemnifying Party in the performance of this Agreement.

13. **FORCE MAJEURE:** The performance by either party of any obligations to be performed hereunder will be excused to the extent such performance is prevented by an act of God, war, terrorist attacks, insurrections, riots, labor disputes, including lockouts or boycotts, fire, explosion, flood, or other unforeseeable causes beyond the control and without fault or negligence of the party so affected. The party so affected will give prompt notice to the other party of such cause and take whatever reasonable steps are necessary to relieve the effect of such cause as rapidly as possible.

14. **LIMITATION OF LIABILITY:** TO THE FULLEST EXTENT PERMITTED BY LAW, BUT IN NO WAY LIMITING THE COMPANY'S OBLIGATION TO REMIT ALL FUNDS COLLECTED AND DUE TO THE INSTITUTION, THE LIABILITY OF EITHER PARTY WILL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE COMPANY'S NET REVENUE UNDER THIS AGREEMENT FOR THE PAST SIX (6) MONTHS. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR LOSS OF DATA, LOST PROFITS, BUSINESS INTERRUPTION, OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT, OR SPECULATIVE DAMAGES ARISING FROM ANY CLAIM OR ACTION HEREUNDER WHETHER BASED IN CONTRACT, TORT, OR OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. **WARRANTY:** THE COMPANY WARRANTS THAT SERVICES WILL BE PROVIDED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH GENERALLY ACCEPTED INDUSTRY STANDARDS; OTHERWISE, ALL SOFTWARE, TOOLS, AND PROFESSIONAL SERVICES RENDERED BY THE COMPANY UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY. THE COMPANY SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

16. **COMPLIANCE WITH LAW; INDEMNIFICATION:** Each party will comply with the federal, state and local laws, rules, and regulations ("Laws"), including but not limited to laws governing consumer protection. The Institution will indemnify and hold the Company harmless from and against any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorney's fees, asserted against or incurred by the Company under federal, state or local laws as a result of the Company complying with any instruction or directive by the Institution.

17. **TERM, RENEWAL, AND TERMINATION:** This Agreement will be effective as of the last signature date affixed hereto ("Effective Date"). The termination date of this Agreement will be three (3) years from the Effective Date ("Initial Term"). Thereafter, the Agreement may be extended for two (2) optional one-year renewal periods (each, a "Renewal Term") upon written mutual consent between the parties. After the Initial Term, either party may terminate the Agreement, without penalty, with no less than one hundred eighty (180) days' written notice to the other party. While this Agreement is in effect, the Institution agrees not to contract with any other provider of similar services that the Institution has requested from the Company pursuant to an Order Form.

18. **DEFAULT:**

    a. **Payment:** If the Institution fails to pay for services within thirty (30) days of an invoice date (if applicable), delinquent amounts will be subject to a late fee equal to the lesser of 1.5% per month or the maximum rate allowed under law. If not remedied within ninety (90) days of the invoice, the Company may, at its option, deduct overdue funds from the Institution's remittances. In the event that the Institution becomes ninety (90) days past due, the Company may also, at its option, terminate this Agreement.

    b. **Material Breach:** With the exception of Section 17.a above, if either party refuses or fails to perform any obligation under this Agreement (a "Breach"), and fails or refuses to correct the Breach within thirty (30) days after receipt of written notice of the Breach from the nonbreaching party, the nonbreaching party may terminate this Agreement by sending an additional written notice stating the effective date of termination.

19. **RELATIONSHIP:** Nothing contained herein is intended to create the relationship of a partnership, joint venture, or employer-employee. In performing this Agreement, the Company and its subcontractors will act as independent contractors and not as employees or representatives of the Institution. The Company will be solely responsible for and will promptly pay all federal, state, and municipal taxes, chargeable or assessed with respect to its employees and subcontractors, including but not limited to social security, unemployment, federal and state income tax withholding and other taxes and will hold the Institution harmless on account thereof.

20. **SEVERABILITY:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will nevertheless remain in full force and effect. The parties agree to negotiate in good faith a valid and enforceable substitute provision.

21. **HEADINGS:** The paragraph headings of this Agreement are for reference only and are not to be construed as terms.

22. **WAIVER:** Neither party's failure to exercise its rights hereunder will constitute or be deemed a waiver or forfeiture of such rights.

23. **ENTIRE AGREEMENT:** This Agreement, together with all amendments and addenda, if any, service-specific Terms and Conditions, Order Form(s), the Institution's Request for Proposal for Electronic Payment and Merchant Services (RFP #769-19-110818-JD) (the "RFP"), the Company's response to the RFP, and all subsequent clarifications and communications, represents the entire agreement between the parties as to the matters set forth and supersedes all prior contracts, agreements, discussions or understandings between them. This Agreement may only be modified or amended in writing signed by authorized representatives of each party.

24. **BRANDING AND INTELLECTUAL PROPERTY:** Each party will retain its ownership and intellectual property rights with regard to its copyrights, trademarks, service marks, registered marks, patents, pending patents, trade secrets, and any other forms of intellectual property. Neither party will have any ownership interest in the intellectual property of the other party. In no way limiting the foregoing, Company grants Institution permission to display its logo during the term of this Agreement provided that the Institution agrees to use the most current logo supplied by the Company and to display such logo on its website in a position where users will reasonably be able to find it and use it to link to the Company's website.

INSTITUTION INFORMATION - UNIVERSITY OF NORTH TEXAS

1155 Union Circle #310620
Mailing Address

Denton, TX 76203-5017
City, State, ZIP

██████████
Federal Tax ID

44,070 (NCES)
Enrollment

INSTITUTION INFORMATION - UNIVERSITY OF NORTH TEXAS AT DALLAS

7300 University Hills Blvd
Mailing Address

Dallas, TX 75241
City, State, ZIP

██████████
Federal Tax ID

44,070 (NCES)
Enrollment

INSTITUTION INFORMATION - UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER

3500 Camp Bowie Boulevard
Mailing Address

FT Worth, TX 76107
City, State, ZIP

██████████
Federal Tax ID

44,070 (NCES)
Enrollment

AUTHORIZED SIGNATURES

University of North Texas System

███████████████████

7/15/2019
Date

Nelnet Business Solutions, Inc.

███████████████████

7-12-19

Corporate Headquarters:
Nelnet Business Solutions, Inc.
121 South 13th Street, Suite 201
Lincoln, NE 68508
866.315.1263

402.325.7241

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ATTACHMENT A

***QuikPAY*® SUBSCRIPTION
TERMS AND CONDITIONS**

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1. **DEFINITIONS:**

   a. "**Agreement**" means the Professional Services Agreement executed between the Institution and the Company (collectively, "**the Parties**") which incorporates applicable Order Forms and Terms and Conditions.

   b. "**Cashiering**" means a secure, integrated solution for processing student and non-student payments (e.g., departmental deposits, donations, tickets) in real time. The Company's cashiering application validates general ledger accounts, provides audit controls and robust receipting, integrates easily with an institution's ERP, and has a flexible front end to allow the institution to configure multiple transaction types.

   c. "**Change Requests**" are requests by the Institution to modify existing *QuikPAY* features or their output. To meet Change Requests, Company provides Professional Services at an hourly rate as quoted on the Change Request form.

   d. "**Commencement Date**" means the date of the first transaction processed by the Company on behalf of the Institution for a given service.

   e. *"**Commerce Manager**™"* is a feature of *QuikPAY* which allows an institution the ability to self-deploy new departments throughout campus (except Company-Deployed Departments as defined below) with no incremental charge. Each department on campus can conduct business, collect information, and accept one-time payments online while centralized administrators maintain control of accounting in the business office.

   f. "**Company-Deployed Department**" means a primary or central department, or a separate one for each campus, like the main business office or student financial services office, that must be deployed by the Company (in contrast to the self-deployed *Commerce Manager* departments described above). A Company-Deployed Department, also referred to as "classic" or "standalone" department, has separate reporting, and can accept recurring automatic or scheduled payments. Each Company-Deployed Department must be purchased separately.

   g. "**Confidential Information**" has the same meaning as set forth in the Agreement as well as all trade secrets, business and financial information, computer software, machine and operator instructions, business methods, procedures, know-how, and other information that relates to the business or technology of either party and is marked or identified as confidential, or disclosed in circumstances that would lead a reasonable person to believe such information is confidential. *QuikPAY* and all Documentation will be considered the Company's Confidential Information, notwithstanding any failure to mark or identify it as such.

   h. "**Documentation**" means user manuals and other documentation made available to the Institution by the Company with respect to *QuikPAY*, but excludes any marketing or promotional materials.

   i. "**e-Bill**" means an attempt to make available a billing statement in electronic form to a potential payer.

   j. "**End User**" means each Institution employee, student, or an authorized third party who is permitted to access and/or use *QuikPAY* under the terms of this Agreement.

   k. "**e-Pay**" means an attempt to process an electronic payment through the *QuikPAY* software.

   l. "**ERP**" means an Institution's Student Information System (Enterprise Resource Planning software).

   m. "**eStore**" means a self-service web store which allows an institution to sell physical goods, process event registrations, and solicit donations. Consumers can add multiple items to a shopping cart and pay for these items using a credit or debit card or eCheck in a single transaction. Institutions can set up multiple stores, create and manage products, view orders, track inventory, and record order fulfillment.

   n. "**Integration Connector**" means a series of instructions to post information to and/or from *QuikPAY* and the ERP system.

   o. "**Intellectual Property Rights**" means any and all existing or future worldwide copyrights, trademarks, service marks, trade secrets, patents, patent applications, know-how, moral rights, contract rights, and other proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing.

   p. "**Institution Content**" means any data or content that is submitted by the Institution and collected and stored by *QuikPAY*.

   q. "**Merchant Acquirer**" means an organization affiliated with a bank licensed by card associations to enroll merchants and arrange for the necessary authorization and settlement of credit and debit card transactions.

   r. "**New Feature**" means a major enhancement or service with significant new functionality, as determined by Company in its sole discretion and as listed on an Order Form. New Features may be "turned on" for an additional charge as agreed to by executing an additional Order Form.

   s. "**Order Form**" means that list of *QuikPAY* and any other hosted business services and pricing, completed and executed by the Institution, which accompanies these Terms and Conditions and is incorporated into the Agreement between the Parties.

   t. "**Professional Services**" means services provided to the Institution by the Company which include, but are not limited to, analysis; Setup Services; software modifications; coding to develop customized features, implementation, installation, project management, system testing, acceptance testing support, or Institution training; and any other hourly services requested by the Institution.

   u. "***QuikPAY*®**" means collectively the Company's campus commerce software and system, and such hosting, support, maintenance, installation, and Setup Services requested by the Institution pursuant to an executed Order Form and provided by the Company pursuant to the Agreement between the Parties and these Terms and Conditions. *QuikPAY* includes, without limitation, 1) any materials of the Company's licensors or contractors, 2) any modified, Upgraded, or enhanced versions of all code, and 3) all modifications and Upgrades that may become part of *QuikPAY* pursuant to this Agreement.

   v. "***QuikPAY* Site**" means the website provided by the Company to the Institution, accessed through the Institution's website, where End Users may access and use *QuikPAY*.

   w. "**Setup Services**" means the standard initial services provided by the Company to set up and configure *QuikPAY* as specified in each fully executed Order Form in accordance with the Company's policies and procedures.

   x. "**Staff**" means those Institutional employees designated by the Institution to work with the Company in deploying and managing *QuikPAY*.

   y. "**Upgrade**" means a modified version of *QuikPAY* that contains patches, bug fixes, error corrections, enhancements, New Features, and other maintenance items. New Features may be "turned on" for an additional charge as agreed to by executing an additional Order Form.

2. **SERVICES:**

   a. **Provision of Services by Company:** Subject to the terms and conditions of the Agreement and these Terms and Conditions, Company will use commercially reasonable efforts to provide *QuikPAY* to the Institution. In addition, Company will use commercially reasonable efforts to ensure that *QuikPAY* is accessible through the *QuikPAY* Site over normal network connections, with the exception of downtime due to necessary maintenance and troubleshooting.

   b. **Support and Maintenance:** Subject to the Institution's timely payment of all applicable fees, Company will make Upgrades available for *QuikPAY* when and if made available for general release in Company's sole discretion. Company will provide telephone support services to Institution Staff during Company's regular business hours for *QuikPAY* related questions. If Institution desires additional services, including, without limitation, training or customization services, Company may provide such services pursuant to its standard rates and terms for Professional Services. Provision of support and maintenance does NOT include major enhancement with significant new functionality or additional services, as determined by Company in its sole discretion ("New Features"). New Features must be purchased through a validly executed Order Form.

   c. **Professional Services:** Professional Services will be provided to the Institution only pursuant to the terms of an executed Order Form or Change Request form. Professional Services will be provided by the Company at its then-current hourly rate. While not an all-inclusive list of Professional Services, common examples are listed below:

      i. Incompatible Customizations: When *QuikPAY* is upgraded, previously requested customizations may not be compatible with the *QuikPAY* Upgrades and integration tools may require additional Professional Services from the Company's programming staff. The Institution agrees to pay the Company its then-current hourly rate multiplied by the number of hours needed to analyze and modify such software customization to interact properly.

      ii. Delayed Deployments: If the Institution decides not to implement all of the features on any Order Form at one time, the Institution is responsible for the fixed pricing stated on that Order Form. Institution and Company will negotiate a mutually beneficial time for re-engagement. Institutions are strongly encouraged to deploy features simultaneously as to minimize the potential conflict to meet future launch dates.

      iii. Debit Block Resolution: If the Institution fails to remove debit blocks from its account, hourly fees will apply as the Company makes adjustments and reconciles funds due to such failure.

3. **RESERVED.**

4. **SUBSCRIPTION AND RESTRICTIONS:**

   a. **Subscription:** Subject to the terms and conditions of this Agreement (including, without limitation, the Institution's obligation to pay all applicable fees) and during the term of this Agreement, Company will provide to the Institution a non-exclusive, non-transferable subscription that enables End Users to access and use *QuikPAY* as made available to the Institution and such End Users through the *QuikPAY* Site solely for the Institution's internal business purposes and solely in accordance with the Documentation.

   b. **Restrictions:** Institution will not, and will not permit any End User or third party to:
      i. Modify, adapt, alter, translate, or create derivative works from *QuikPAY* or the Documentation;
      ii. Merge *QuikPAY* with other software;
      iii. Allow any third party access to or use of *QuikPAY*;
      iv. Reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the source code for *QuikPAY*;
      v. Knowingly infringe on any of the Company's Intellectual Property Rights; or
      vi. Otherwise use or copy *QuikPAY* or the Documentation except as expressly permitted under this Section 4 and including mutually agreed upon data integration efforts.

   c. **Information Access:** The Institution will have access to *QuikPAY*. The Institution agrees not to disclose User IDs and Passwords to unauthorized personnel, and it will notify the Company immediately if an unauthorized person obtains access to them. The Institution will also notify the Company if a User ID and Password is no longer needed by a representative of the Institution.

   d. **Appropriate Use:** Institution acknowledges that End Users must abide by the terms of the *QuikPAY* Site, and Company reserves the right to deny access to *QuikPAY* to any End User who does not abide by such terms. End Users may use *QuikPAY* only for the purposes of viewing bills, submitting payments, and performing commerce-related activities for the sole benefit of the Institution. Use will be subject to any and all posted terms that are not inconsistent with terms herein. The Institution will ensure that the Institution, Staff, and End Users who use *QuikPAY* comply with all applicable laws and regulations and any written or electronic instructions for use.

   e. **Scans:** If Institution deems it necessary to perform security scans or other similar tests, the Institution must comply with the following mandatory requirements:
      i. Provide one week's notice of intent to test;
      ii. Coordinate testing with Company staff;
      iii. Perform testing only during non-peak non-daytime hours; and
      iv. Compensate Company the greater of $2,500 or the Company's then-current Professional Services rate per staff hour.

5. **PAYMENT TERMS:**

   a. **Operational Fees:** Operational fees for *QuikPAY* (which may include hosting, maintenance, and transactional charges; or a fixed flat fee in lieu of the aforementioned charges, which is intended to encompass an average charge for Operational fees) will be invoiced on a monthly basis. The first applicable billing date for Operational Fees will be the Commencement Date.

   b. **Setup Services:** Fifty percent (50%) of the Setup Services fee for the initial deployment or subsequent enhancement(s) (if applicable) will be invoiced and presented when the Institution is ready to proceed with implementation of a given product/service. If an Institution delays deployment of any feature, it is responsible for the fixed flat pricing stated on the Order Form for all features, if applicable. The Institution must pay the Setup invoice in order to engage a *QuikPAY* Project Manager/Implementation Manager. All other invoices are due within thirty (30) days of receipt.

c. **Professional Services:** Professional Services will be provided at the Company's then-current hourly rate.

d. **Taxes:** The Institution is responsible for all taxes associated with the services described herein, excluding taxes for the Company's income.

e. **Third-Party Changes:** The Company may adjust its fees or procedures as a result of changes in pricing or procedures by any third-party provider or regulator of a product or service used by the Institution. Such new prices or procedures will be applicable to the Institution as of the effective date established by the third-party provider or regulator, or as of any later date specified in the Company's notice to the Institution. (*Example:* The merchant discount fee or convenience fee is subject to change by the Company upon thirty (30) days' advance notice if the Company's bank merchant rate increases due to changes made by Visa, MasterCard, Discover, or American Express.) Notwithstanding the foregoing, the Company reserves the right to periodically adjust its prices to address changing market conditions and other business realities. These increases will be infrequent, well-communicated, and cause for immediate termination by the Institution if deemed unreasonable by the Institution in its sole discretion.

f. **Company Pricing Changes:** Operational, transaction and other fees are stated in an Order Form. They will remain firm for the Initial Term of the Agreement. Thereafter, they may be adjusted annually, on July 1, by no more than 5% per year. Fee increases, if any, will only apply to Institution-purchased products/services that have been implemented ("live", "in production") a minimum of twelve (12) months as of July 1 of any given year. In addition to and independent of this 5% potential fee increase, the Company reserves the right to increase fees at any time and in any amount necessary to offset the cost of rising postal rates associated with the refunds process, if applicable.

g. **Early Termination:** If the Institution terminates this Agreement during the Initial Term, an early termination fee will apply if *QuikPAY* has been implemented. The fee is equal to eighty percent (80%) of the average monthly revenue of the highest three months over the most recent twelve-month period multiplied by the number of months remaining on the current Agreement term. The fee will be charged to the Institution as a lump sum payable in thirty (30) days.

6. **INSTITUTION RESPONSIBILITIES:**

a. **Staff Participation:** Timely Staff participation is required for requirements gathering, system configuration, deployment, testing and training in accordance with the scheduled timeline for delivery.

b. **Marketing:** The Institution will communicate the availability of *QuikPAY*, without limitation, through the Institution's website to the Institution's End Users.

c. **Commencement:** The Institution will make *QuikPAY* available to End Users through the Institution's website beginning on the Commencement Date.

d. **Acceptance Testing:** The Institution will, with the Company's assistance, have the right to verify the operation of *QuikPAY* in accordance with Company documentation. The Acceptance Testing Period will be a time period not to exceed ten (10) business days from the date of delivery to determine whether *QuikPAY* materially conforms to the Company documentation. Notwithstanding the foregoing, if *QuikPAY* materially conforms to the Company documentation, based upon the reasonable judgment of pass or fail, or if no notification is given to the Company during the ten (10) business day Acceptance Testing Period or subsequent Acceptance Testing Periods, *QuikPAY* will be deemed accepted. The Acceptance Date will be the date that the Institution determines that *QuikPAY* satisfactorily complies with the Documentation, or the date acceptance occurs, whichever comes first. If *QuikPAY* fails to materially conform to Company documentation, the Institution will notify the Company of such failure in writing within the ten (10) business day Acceptance Testing Period. The Company will have twenty (20) business days after receipt of such notice to use its reasonable commercial efforts to correct, modify, or improve *QuikPAY* to conform to the Company documentation. Thereafter, the Institution will have a subsequent Acceptance Testing Period of five (5) business days from the date of redelivery in which to re-conduct its Acceptance Testing. This process will be repeated as necessary until *QuikPAY* is deemed to be accepted hereunder.

e. **Technical Support:** The Institution will provide adequate technical support to the Company, its licensors, and contractors for the deployment of *QuikPAY* into the Institution website and assist the Company, its licensors, and contractors in the identification and resolution of service problems. In some circumstances, the Institution may have to program its ERP to work properly with the Company's Integration Connectors.

f. **Dependencies:** The Institution will provide all necessary information and assistance to the Company to provide *QuikPAY* and Professional Services. The Institution understands and acknowledges that the Company's ability to provide *QuikPAY* and Professional Services will depend on various assumptions, dependencies, and prerequisites, as well as the completion of certain tasks or schedules by the Institution, the Institution's agents, or third parties that are outside of the Company's control; therefore, the Company's inability to perform, due to such matters, will not be deemed a breach of this Agreement by the Company and its duties hereunder will be mitigated to such extent.

g. **Backups:** The Institution agrees that it will be the Institution's responsibility to maintain duplicate copies of all original data and information and agrees that the Company will not be responsible or liable for any loss or destruction thereof during the course of rendering *QuikPAY* services, unless loss or destruction of any such data is caused by the intentional misconduct of the Company. The Company may archive data (or cause its agents or contractors to archive data), if and to the extent that the Company, in its sole discretion, deems appropriate in connection with this Agreement.

h. **Termination and Integration Connectors:** The Institution will maintain as Confidential Information any *QuikPAY* integration technology developed and deployed pursuant to this Agreement.

7. **OWNERSHIP:** All rights, title, and interest in and to *QuikPAY* (and its related software, tools, integration connectors, Institution modifications through Professional Services, and other technology, or portions thereof) and the copyright, patent, trademark, trade secret, and all other proprietary rights therein, and any derivative works created from them, will inure to the sole and exclusive benefit of the Company, its licensors, and contractors (as designated by the Company) from the date of conception, creation or fixation of any of the foregoing in a tangible medium of expression. The Institution expressly acknowledges that it will acquire no rights or interest therein. The Institution hereby assigns, and will assign, to the Company, its licensors, and contractors (as designated by the Company) all rights, title, and interest of the Institution, if any, in and to all of the foregoing. All rights not expressly granted under this Agreement are reserved by the Company. The Institution acknowledges that it may develop and disclose to the Company certain ideas, know-how, and forms of expression concerning or related to *QuikPAY* provided hereunder including derivative works (collectively "Developments"). To the extent that the Institution has any ownership interest in such Developments, the Institution hereby grants to the Company a perpetual, nonexclusive, royalty-free license to use such Developments in connection with *QuikPAY* and generally in connection with the operation of the Company's business.

8. **CONTENT WARRANTY:** Institution will be solely responsible for providing all Institution Content. "Institution Content" means any data or content that is submitted by the Institution and collected and stored by the Company's system. Institution will be solely responsible for ensuring the appropriateness of any data provided by End Users at the request of the Institution (for example, on a form created by the Institution, if applicable). Institution grants to Company all necessary proprietary rights and licenses in and to Institution Content solely as necessary for Company to provide the Services for Institution. Institution will not provide content that: (a) infringes or violates any intellectual property rights, publicity/privacy rights, law or regulation; (b) contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate any system, data or personal information; or (c) is materially false, misleading or inaccurate. Institution will not request data from End Users: (a) the storage of which would violate applicable laws and regulations; (b) that exposes the Company to risk of breach and/or breach notification; or (c) that Institution would not readily store unencrypted on its own servers. Company may take remedial action if content violates this Section 8; however, Company is under no obligation to review content or data for accuracy or potential liability. Institution will defend, indemnify and hold harmless Company from any and all losses, costs, damages, liabilities or expenses (including without limitation reasonable attorneys' fees) incurred or arising from any claim by a third party arising out of the Institution Content.

9. **RISK:** The Institution understands that *QuikPAY* will not be uninterrupted or error free. The Institution agrees that it will be responsible for notifying its End Users of the need for End Users to maintain the confidentiality of user identifications and passwords, if applicable, as well as the risks inherent in using the Internet as a medium for the transport of information, including personal or confidential information. The Institution will utilize procedures to minimize any consequences of the failure of or errors resulting from the use of *QuikPAY*, including without limitation, maintaining a current backup of all related file data that has been delivered to the Institution.

10. *QuikPAY* **DISCLAIMER:** THE INSTITUTION ACKNOWLEDGES THAT PERIODIC UNAVAILABILITY OF *QuikPAY* DUE TO MAINTENANCE, BACKUP, AND UNAVAILABILITY OF HOSTING FACILITIES, TELECOMMUNICATIONS FAILURES OR OTHER CAUSES BEYOND ITS CONTROL WILL NOT CONSTITUTE A BREACH OF THIS AGREEMENT.

11. **RESERVED.**

12. **ACH PROCESSING:** ACH (i.e., Automated Clearing House) payments are batched at the end of each business day and deposited within two (2) business days. The Institution must designate a demand deposit account ("Account") at a bank located in the United States ("Bank") that participates in the ACH network. The Institution must also provide the Company the required information about the Account and the Bank, and must notify the Bank that the Company may have access to the Account to reimburse itself for returned transactions. See the Refund Process below, if applicable, for additional information about debit blocks and ACH processing. Please be aware that ACH may not be an appropriate payment method for the sale of goods and services requiring immediate fulfillment (i.e. certain Commerce Manager sales, etc.). The ACH network lacks real-time authorization and transaction returns can take up to two (2) business days; this creates risk of loss if goods have already been shipped.

13. **CREDIT AND DEBIT CARD PROCESSING:**

    a. **Merchant Services**: The Company may introduce to the Institution a preferred Merchant Acquirer for processing credit and debit card transactions. There will be additional contractual terms and conditions between the Institution and Merchant Acquirer and its affiliated merchant bank. The Company does not warrant Institution-selected merchant card services and is not liable for any interruptions of service or other breach arising from agreement between the Institution and other Merchant Acquirers. The Institution is responsible for adhering to all applicable card association rules and regulations with any Merchant Acquirer.
    b. **Company Obligations**: The Company agrees to:
       i. Obtain authorization for all credit and debit card transactions;
       ii. Warrant that all credit and debit card transactions transmitted to Merchant Acquirers are secure;
       iii. Remain in compliance with the most current and appropriate representations, warranties, and covenants contained in the Operating Manual, the Operating Regulations, and applicable laws, rules of the preferred Merchant Acquirer, and the applicable card associations;
       iv. Comply with Payment Card Industry (PCI) Data Security Standard (PCI-DSS) and undergo Level 1 PCI audits as necessary;
       v. Keep data confidential and not copy, publish, sell, exchange, disclose or provide to others or use any information, documents or data, provided or disclosed to the Company or any account information related to credit and debit cards or cardholders for any purpose other than performing the Company's obligations under the Agreement, as required by the PCI DSS, or as required by applicable law; and
       vi. Ensure that all *QuikPAY* interfaces are compatible with the requirements of the processing systems and networks established and used by a Merchant Acquirer.

14. **MERCHANT PCI DSS VALIDATION**: The Institution assumes the various obligations of a Merchant under credit card association rules. As the Merchant, the Institution has obligations under PCI DSS. On an annual basis, the Institution may be required to complete a PCI DSS Self-Assessment Questionnaire (SAQ) and Attestation of Compliance (AOC) to validate compliance with PCI DSS, even if such validation is simply to confirm that all cardholder data functions have been fully outsourced to the Company. When SAQs and AOCs are required, the Company will provide an online process for the Institution to complete the applicable documentation. Failure to complete an SAQ/AOC when required may result in penalties assessed to the Institution.

    a. **Merchant PCI DSS Validation Program**: Institutions contracted for merchant processing services will provide proof of PCI DSS compliance on an annual basis through one of the following methods:

       i. Use the Company-provided validation program; or
       ii. Submit approved PCI DSS compliance validation documentation:
           1. A fully completed, signed SAQ, using the most current PCI DSS version and including the signed AOC; or

2. Certificate of Validation from a Qualified Security Assessor's PCI validation program. The certificate must validate (a) that Institution is using the service provider's validation program, (b) the date Institution successfully completed PCI validation, and (c) the SAQ version in use.

3. Institutions that meet merchant criteria for Merchant Levels 1, 2, or 3 may be required to provide additional documentation.

Institution will indicate the selected method by which it will provide proof of validation on the accompanying Order Form (Attachment D). A monthly Program Fee will be assessed to the Institution per Merchant ID (MID) for validation through the Company-provided validation program. In the event of the following, an additional monthly Non-Validation Fee will be assessed to the Institution per MID until validation is provided:

i. Institution fails to complete validation within ninety (90) days of enrollment in the Company-provided validation program;

ii. Institution fails to provide proof of approved PCI DSS compliance validation within ninety (90) days of notice or request; or

iii. Institution fails to remain in compliance.

b. **Additional Merchant IDs**: New MIDs added in the future, if any, will be included in the Institution-identified validation method and subject to the aforementioned terms and fees.

15. **SERVICE FEE PROGRAM ("SFP") (if applicable)**:

a. **Description**: The decision to charge service fees is entirely the decision of the Institution. The Institution assumes all liability for conducting business in compliance with federal, state and local laws, rules, and regulations ("Laws"), including but not limited to laws governing consumer protection. The Institution will indemnify and hold the Company harmless from and against any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorney's fees, asserted against or incurred by the Company under federal, state or local laws as a result of the Company complying with any instruction or directive by the Institution. The Institution designates the Company to act as its third-party service provider to accept credit and debit cards and process transactions under the SFP. The Company will accept credit and debit card payments if the End User agrees to pay a Service Fee. The Institution will receive a deposit for 100% of the amount paid for tuition and related educational fees. The Service Fee is computed by applying a flat percentage rate to the tuition or related educational fee amount and may be adjusted with a thirty (30) day written notice to compensate for a change in cost as published by various card associations.

b. **Separate Transactions**: Two (2) separate transactions will appear on the payer's personal card statement, one (1) for the tuition or related educational fee, and one (1) for the Service Fee.

c. **Merchant Acquirer for SFP**: The Company uses a preferred Merchant Acquirer for its Service Fee Program to process these credit and debit card transactions. There are contractual terms and conditions between the Institution and this Merchant Acquirer, its affiliated merchant bank, and potentially with other desired card associations. The Institution is responsible for adhering to all applicable card association rules and regulations with any Merchant Acquirer. The Institution and the Company will set up a merchant account with this Merchant Acquirer and any other desired card association to receive funds. No merchant discount fees will be deducted from the amount due to the Institution under the SFP. However, if an Institution permits a refund or accepts a chargeback, the amount will be debited to the Institution's account.

d. **Company Obligations**: The Company agrees to:
   i. Obtain authorization for all credit and debit card transactions;
   ii. Warrant that all credit and debit card transactions transmitted to Merchant Acquirers are secure;
   iii. Remain in compliance with the most current and appropriate representations, warranties, and covenants contained in the Operating Manual, the Operating Regulations, and applicable laws, rules of the preferred Merchant Acquirer, and the applicable card associations;
   iv. Comply with PCI DSS and undergo Level 1 PCI audits as necessary;
   v. Keep data confidential and not copy, publish, sell, exchange, disclose or provide to others or use any information, documents or data, provided or disclosed to the Company or any account information related to credit or debit cards or cardholders for any purpose other than performing the Company's obligations under the Agreement, as required by the PCI DSS, or as required by applicable law;
   vi. Maintain the security and confidentiality of card transactions processed through *QuikPAY* (while the information is stored within *QuikPAY*); and
   vii. Ensure that all *QuikPAY* interfaces are compatible with the requirements of the processing systems and networks established and used by a Merchant Acquirer.

16. **RESERVED.**

17. **CASHIERING (if applicable):**

a. **Institution Obligations**: The Institution will:
   i. Continue to safeguard payee information in accordance with FERPA, GLBA, and other confidential requirements;
   ii. Comply with any applicable rules and regulations as prescribed by NACHA, Check for the 21st Century Act (Check 21), and abide by any applicable Payment Card Industry standards as outlined by the PCI Security Standards Council;
   iii. Hold the Company harmless for any and all liabilities, damages, expenses, or losses incurred by the Company because of any act or omission of the Institution, its officers, employees, or End Users in connection with or relating to inaccurate payee information, third party theft, and detection of fraudulent activities;
   iv. Purchase only Company-certified cashiering equipment. Institution is responsible for hardware maintenance and support;
   v. Make Staff available for cashiering and administrative systems training; and
   vi. Permit access to the ERP system and support to properly install and maintain cashiering operations.

b. **Company Obligations**: The Company will:

i. Comply with any applicable rules and regulations as prescribed by NACHA, Check 21, and abide by any applicable Payment Card Industry data security standards as outlined by the PCI Security Standards Council, as applicable;
ii. Provide a hosted cashiering and departmental deposit solution;
iii. Work with Institution Staff to Integrate to the Institution's ERP system;
iv. Provide in-person payment processing for cash, check, credit card, and/or debit card transactions;
v. Provide configuration and operations expertise as well as critical connection support;
vi. Provide limited offline cash receipting capabilities when Company host system is unavailable; and
vii. Offer on-site assistance as necessary with proper notice and cost.

18. **ESTORE (if applicable):**

a. **Institution Obligations**: The Institution will:
   i. Continue to safeguard payee information in accordance with FERPA, GLBA, and other confidential requirements;
   ii. Comply with any applicable rules and regulations as prescribed by NACHA and abide by any applicable Payment Card Industry standards as outlined by the PCI Security Standards Council;
   iii. Hold the Company harmless for any and all liabilities, damages, expenses, or losses incurred by the Company because of any act or omission of the Institution, its officers, employees, or End Users in connection with or relating to inaccurate payee information, third party theft, and detection of fraudulent activities;
   iv. Make Staff available for product and administrative systems training; and
   v. Permit access to the general ledger system and support to properly install and maintain product operations, if applicable.

b. **Company Obligations**: The Company will:
   i. Continue to safeguard payee information in accordance with FERPA, GLBA, and other confidential requirements per the Agreement;
   ii. Comply with any applicable rules and regulations as prescribed by NACHA and abide by any applicable Payment Card Industry data security standards as outlined by the PCI Security Standards Council, as applicable;
   iii. Work with Institution Staff to integrate the Institution's general ledger system, if applicable;
   iv. Encrypt data to the highest industry standards to ensure the security of payment data on campus processed by Company;
   v. Provide configuration and operations expertise as well as critical connection support; and
   vi. Offer on-site assistance as necessary with proper notice and cost.

Corporate Headquarters:
Nelnet Business Solutions, Inc.
121 South 13th Street, Suite 201
Lincoln, NE 68508
866.315.1263

402.325.7241

ATTACHMENT B

QuikPAY® **PAYMENT PLAN (QPPP)**
TERMS AND CONDITIONS

1. **SERVICES: Nelnet Business Solutions, Inc.** ("Company") agrees to provide **the University of North Texas System** ("UNTS") "), for the use and benefit of any of its three individually accredited independent universities (each, an "Institution"), with payment-processing services for payment of tuition and/or other fees owed to the Institution by the Institution's clients who have agreed to be responsible to make payments to the Institution via *QuikPAY* (hereinafter "Responsible Parties") as set forth in the Professional Services Agreement, the *QuikPAY* Subscription Terms and Conditions (Attachment A), and these Terms and Conditions (collectively, the "Agreement"). Services provided include information management tools for the Institution and Responsible Parties. The Company will also provide the Institution with training opportunities to help the Institution effectively implement the program. It is understood that the Company does not guarantee payments or provide for the collection of payments upon default by Responsible Parties.

2. **CREDIT CARD REVERSALS, REFUNDS:**

   a. **INDIVIDUAL, ONE-TIME CREDIT CARD REVERSALS:** The Institution will be assessed a per transaction fee for each one-time credit card reversal and/or refund, if applicable.

   b. **BATCH CREDIT CARD REFUNDS:** If the Institution elects to use the Batch Credit Card Refunds feature, if applicable, the Institution will be assessed a per transaction fee for each credit card reversal and/or refund. The Institution will be required to whitelist the appropriate Company routing number(s) and ID(s) to allow Company-initiated debits to the Institution's bank account. Prior to the Company enabling the Batch Credit Card Refunds feature, the Institution will be required to submit a bank letter to the Company granting debit authority if such a letter is not already on file for the Institution. Credit card Service Fee transactions are non-reversible.

3. **CHANGES TO PAYER AGREEMENTS:** If the Responsible Party is not the student, he or she will authorize the student to make changes to his or her schedule or activities and agrees to be bound by any such changes. The Responsible Party may revoke an authorization by sending the Company a signed, written notification or an e-mail; upon receipt, the Company will immediately terminate the agreement with the Responsible Party. However, terminating the agreement with the Responsible Party by the Company in no way affects the obligation to pay the Institution, and the Responsible Party will be charged another nonrefundable enrollment fee if they need to begin a new agreement.

4. **FEES AND CONSEQUENCES FOR RESPONSIBLE PARTY:**

   a. **ENROLLMENT FEE:** A nonrefundable enrollment fee is charged for each payment plan agreement period and is based upon the number of payments selected for each payment plan agreement period by the Responsible Party. The enrollment fees shown on the attached Order Form are fixed for the Initial Term. Any changes in the pricing for future Renewal Terms, if any, will be provided in writing to the Institution no later than six (6) months prior to the expiration of the then-current term. The enrollment fee shall be due and payable by the Responsible Party, the Institution shall have no liability for any unpaid enrollment fees. It is understood that the Company is not obligated to process payments unless the enrollment fee has been paid by the Responsible Party. If an enrollment payment is unsuccessful (i.e., a returned ACH or declined credit card), the Responsible Party will be un-enrolled and notified of such via email. Company will communicate to Responsible Parties that enrollment fees are revenue to the Company. If the entire balance due on the Responsible Party Payment Plan Agreement (the "Responsible Party Agreement") is not paid within the plan period, the balance due shall be forwarded to the Institution for collection.

   b. **FAILED SCHEDULED PAYMENT AND TERMINATION PROVISIONS:** Once a successful enrollment payment is made, any failed scheduled payment may result in the termination of the Responsible Party Agreement at the discretion of the Institution. The Responsible Party may be un-enrolled in the payment plan and the balance of unpaid scheduled payments will be forwarded to the Institution for collection.

   c. **FAILED SCHEDULED PAYMENT PENALTY FEE:** A failed scheduled payment may be subject to a failed payment penalty fee of thirty dollars ($30), which will be due and payable by the Responsible Party to the Company. The Institution will have no liability for any failed payment penalty fees. Failed payment penalty fees are revenue to the Company and the amount may be changed for future payment plan terms.

5. *QuikPAY* **AUTHENTICATION:** The Institution agrees not to disclose User IDs and Passwords to unauthorized personnel, and it will notify the Company immediately upon becoming aware that an unauthorized person improperly obtains access to them.

6. **PAYMENT REMITTANCE:** For payments collected via ACH or via credit or debit card, the Company will automatically deposit the Institution's funds into the Institution's bank account according to the terms set forth in the Professional Services Agreement and/or Institution's third-party service agreement, as applicable.

QuikPAY® PAYMENT PLAN (QPPP)
ORDER FORM

This Order Form sets forth pricing and other critical options that must be completed by the Institution to purchase *QuikPAY* Payment Plan services under a validly executed Professional Services Agreement with Nelnet Business Solutions. Additional information will be collected separately in order to establish an Institutional Profile. This Order Form and the services outlined herein are subject to the terms and conditions of the Agreement, as well as the preceding *QuikPAY* Payment Plan Terms and Conditions to which this Order Form is attached.

At the time of implementation for QuikPay Payment Plan services, each UNTS Institution will elect and specify the preferred payment plan options for its respective campus.

_____ (UNTS initial)

_____ (NBS initial)

Institution: UNIVERSITY OF NORTH TEXAS SYSTEM

Payment Type	Payment Option (Yes or No)	Enrollment Fee Info [1] (Read carefully; select all that apply.)	Other Applicable Fees [2] (Select one.)
Monthly ACH	☐ Yes ☐ No	The enrollment fee per agreement period is: ☐ $45.00 (7-12 payments) + $_____ CFI ☐ $25.00 (2-6 payments) + $_____ CFI ☐ Other _____ Fee paid by: ☐ Institution ☐ Responsible Party	None
Monthly Credit/Debit Card	☐ Yes ☐ No	The enrollment fee per agreement period is: ☐ $45.00 (7-12 payments) + $_____ CFI ☐ $25.00 (2-6 payments) + $_____ CFI ☐ Other _____ Fee paid by: ☐ Institution ☐ Responsible Party	☐ Discount Fee (Rate: 2.25%) [3] – or – ☐ Service Fee (Rate: 2.70%) [4]
Individual, One-Time Card Reversals	Required (No option)	The Institution will be assessed a per transaction fee for each individual card reversal and/or refund. Merchant card Service Fee transactions are non-reversible.	$0.32 per transaction

[1] Institution may elect to assess an additional fee beyond the nonrefundable enrollment fee indicated above. The difference between the full amount assessed to the Responsible Party and the enrollment fee stated above (funds Collected for Institution or "CFI"), if any, will be processed by the Company and remitted to the Institution.

[2] Merchant services provided by PaymentSpring for Visa, MasterCard, Discover, and American Express. Merchant card rates subject to change by the Company upon thirty (30) days' advance notice if the Company's bank merchant rate increases.

[3] Discount Fee charged to Institution.

[4] Service Fee charged to Payer (Responsible Party); Institution receives 100% of billed amount. Service Fees are non-refundable.

ATTACHMENT C

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT
POINT-TO-POINT ENCRYPTION (P2PE)

This P2PE Addendum ("P2PE Addendum") is dated July __15th__, 2019, and is by and between **Nelnet Business Solutions, Inc.** ("Contractor" or "Company"), and **the University of North Texas System** ("UNTS"), for the use and benefit of any of its three individually accredited independent universities (each, an "Institution"), and is an Addendum to the Agreement between the parties dated July __15th__, 2019 ("Customer Agreement").

1. Contractor is authorized by Bluefin Payment Systems LLC ("Bluefin") to offer Bluefin's DecrypTX® service (the "Service") to its customers on Contractor's various platforms. The Service contains one or more of the following features:

- Credit/debit card track data decryption and response service;
- Credit/debit card Primary Account Number decryption and response service;
- Device key injection at Bluefin's designated PCI-approved key injection facility;
- Provision of real-time chain of custody and monitoring of each device through the Bluefin P2PE POI Manager web application; and
- Personalized guidance and support with the P2PE POI Manager reports necessary to attest compliance on the PCI SAQ P2PE-HW.

2. Institution wishes to utilize the Service and shall pay the fees for the Service set forth on the Order Form attached hereto (Attachment D), no later than thirty (30) days after the receipt of an invoice from Contractor.

3. In order to utilize the Service, Institution will obtain point-to-point encryption devices ("P2PE Devices") from Bluefin. Contractor will order from Bluefin, on behalf of the Institution, the number of devices indicated by Institution on the Order Form (Attachment D). Institution acknowledges and agrees that the P2PE Devices purchase will be subject to Bluefin's standard terms and conditions and will include pricing and payment terms agreed to by Institution and Bluefin. Bluefin will invoice Institution directly for the device(s) costs, and Institution will pay such cost(s) directly to Bluefin.

4. Unless otherwise stated, the terms of the Customer Agreement shall govern this P2PE Addendum. If the terms of this Addendum and the Customer Agreement conflict, the terms of this P2PE Addendum shall control as it pertains specifically to the P2PE Devices.

IN WITNESS WHEREOF, Contractor and UNTS have executed this P2PE Addendum as of the date first set forth hereinabove.

Nelnet Business Solutions, Inc.   **University of North Texas System**

7/15/2019

Corporate Headquarters:
121 South 13th Street, Suite 201
Lincoln, NE 68508
866.315.1263

402.325.7241

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BUSINESS SOLUTIONS

ATTACHMENT D

ORDER FORM   **University of North Texas System**
Hosted Business Service

Services – Current:

Product/Service [5][6]	Setup Fee	Monthly Fee [7]	Transaction Fee [8]	Consumer Fee
QuikPAY® ePay				
UNT		$ 50		
UNT – HSC		$ 100		
UNT – Dallas		$ 150		
UNT – Denton		$ 750		
Real-Time Integration		$ 200	$0.32	
Unaffiliated Credit Card Processor	Current service	$ 400		
Unaffiliated ACH Processor		$ 200		
Housing		$ 100		
Orientation		$ 100		
Parking		$ 100		
International Wires			$0.20	
Service Fee Program [9] *(QuikPay ePay)*				2.70%
Commerce Manager				
UNT – Denton		$ 500		
UNT – HSC	Current service	$ 525	$0.32	
UNT – Dallas		$ 525		
PeopleSoft Integration Broker Connector [10]	$ 0	$ 0		

[Order Form continued on following page.]

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[5] Each *QuikPAY* instance or hosted service is configured to Institution specifications without source code customization. Any post-deployment Change Requests will be billed at the then-current Professional Services rate.

[6] Prices for current services are valid as of the Agreement execution date.

[7] Monthly Fee includes hosting, maintenance, technical support, and release upgrade services.

[8] Fees apply for both ACH and credit card payments. Per transaction fees assessed to Institution for any Company-initiated transaction, including but not limited to payments, credit card refunds and/or reversals, disbursements, and in-person payments, if applicable.

[9] Service Fee charged to Payer/Responsible Party; Institution receives 100% of billed amount. All charges to Payer are separate from fees listed above. Service Fees are non-refundable. Institution-initiated requests to refund a partial or full amount of the Service Fee will incur a $20 charge per Service Fee refund. Refunding the Service Fee will require all or a portion of the original charge associated with the Service Fee to be credited. Merchant services provided by PaymentSpring for Visa, MasterCard, Discover, and American Express. Merchant card rates are subject to change with thirty (30) days' advance notice resulting from increases by any applicable card association.

[10] Future Connector upgrades, if any, will be quoted and billed at the then-current Professional Services rate.

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BUSINESS SOLUTIONS

ATTACHMENT D *(continued)*

ORDER FORM   **University of North Texas System**
Hosted Business Service

Services – Current: (continued)

Merchant PCI Validation (Service Fee Program) (✓ box to elect preferred option.)	Setup Fee	Program Fee [11]	Non-Validation Fee [12]
☐ Company-provided program	$ 0.00	$ 0.00	$ 30.00
☒ Institution-provided approved PCI DSS compliance validation documentation	$ 0.00	$ 0.00	$ 30.00

Services – for Optional Implementation: [13]

Product/Service [5] [14]	Setup Fee [15]	Monthly Fee [16]	Transaction Fee [8]	Consumer Fee
QuikPAY® eBill [17]	$ 8,500	$ 500		
QuikPAY® Payment Plan (QPPP) [18]				
Payment Plan Enrollment Fee (7-12 payments) [19]				$45.00
Payment Plan Enrollment Fee (2-6 payments) [16]				$25.00
Returned/Declined Payment Fee [20]				$30.00
☐ Service Fee Program [9] *(Optional; ✓ box to elect for QPPP.)*				2.70%
Nelnet Cashiering	$8,000	$2,500		
☐ Service Fee Program [9] *(Optional; ✓ box to elect for Cashiering.)*				2.70%

For the above outlined services, UNTS will specify election of the Service Fee Program at time of im▉▉▉▉▉

[Order Form continued on following page.]

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[11] Monthly Program Fee assessed per merchant account (MID).

[12] Monthly Non-validation Fee will be assessed per merchant account (MID) if Institution fails to: 1) complete validation within ninety (90) days of enrollment in the Company-provided validation program; 2) provide proof of approved PCI DSS compliance validation within ninety (90) days of notification or request; or 3) remain in compliance.

[13] Pricing is as stated whether one or more or all UNTS Institutions implement the solutions listed.

[14] Prices for contemplated services (i.e., for possible future implementation) are based on understanding of Institution's requirements as of the Agreement execution date. Actual costs of contemplated products/services and features may vary at time of implementation. Institution will be notified of any changes in pricing prior to any costs being incurred.

[15] Setup Fee assessed per instance of a given product/service. Fifty percent (50%) of the Setup Fee will be invoiced and presented when a given Institution is ready to proceed with implementation. Institution must pay the Setup invoice in order to engage a *QuikPAY* Project Manager/Implementation Manager.

[16] Monthly Fee assessed per instance of a given product/service. Monthly Fee includes hosting, maintenance, technical support, and release upgrade services.

[17] Unlimited eBills.

[18] All associated plan fees are assessed to Payer/Responsible Party (see Consumer Fees); Institution is responsible for applicable merchant card discount fees, if any.

[19] Institution may elect to assess an additional fee beyond the nonrefundable enrollment fee indicated above. The difference between the full amount assessed to the Responsible Party and the enrollment fee stated above (funds Collected for Institution or "CFI"), if any, will be processed by the Company and remitted to the Institution.

[20] NSF for eCheck or declined card.

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BUSINESS SOLUTIONS

ATTACHMENT D *(continued)*

ORDER FORM   **University of North Texas System**
Hosted Business Service

Services – For Optional Implementation: (continued)

Product/Service [5] [14]	Setup Fee [15]	Monthly Fee [16]	Transaction Fee [8]	Consumer Fee
eStore [21]	$5,000	$1,250	$0.20	
Each additional Cart (beyond initial setup of 2, per instance)	$1,000	$ 50		
ACH Return			$1.00	
Bluefin P2PE DecrypTX® Service [22] (✔ box corresponding to *total # of devices for all campuses.*)	$ 0		$ 0.10	
☐ 1 – 15 total devices (per device) [23]		$25.00		
☒ 16 – 30 total devices (per device) [28]		$20.00		
☐ 31+ total devices (per device) [28]		$15.00		
P2PE Peripheral: ID TECH SREDKey [24] (Indicate # of devices for order for each campus.)				

University of North Texas:
10 total device(s) for order (**0** Test; **10** Production)

University of North Texas Health Science Center:
18 total device(s) for order (**0** Test; **18** Production)

University of North Texas at Dallas:
2 total device(s) for order (**0** Test; **2** Production)

For the above outlined P2PE service, UNTS will specify device quantities for order for each respective U̲N̲T̲S̲ ̲I̲n̲s̲t̲i̲t̲u̲t̲i̲o̲n̲ ̲(̲u̲p̲ ̲t̲o̲ ̲n̲n̲ devices overall) at time of implementation, if any.

[Order Form continued on following page.]

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[21] One (1) instance. Setup Fee includes implementation of up to two (2) Carts (Stores) per instance.

[22] DecrypTX Service Transaction Fee indicated is in addition to the per transaction fee(s) assessed to Institution for existing and future, if any, applicable payment processing services, as outlined. Per transaction fees assessed to Institution for any Company-initiated transaction, including but not limited to payments, credit card refunds and/or reversals, and in-person payments, if applicable.

[23] Monthly Fee based on Institution's total number of active Bluefin device during a given month (used in conjunction with Company-delivered services). If a device is active at any point during a given month, the Monthly Fee applies.

[24] Institution must obtain P2PE swipe peripheral device(s) from Bluefin. Company will order the number of devices indicated above directly from Bluefin on behalf of the Institution. Per device cost is approximately $235, plus shipping and handling; price includes key injection fee. Final peripheral device costs will be defined directly between Institution and Bluefin; Bluefin will invoice Institution directly for the device(s), and Institution will pay Bluefin directly for device costs.

(n)elnet
BUSINESS SOLUTIONS

ATTACHMENT D *(continued)*

ORDER FORM   **University of North Texas System**
Hosted Business Service

Institution Information:

Please direct the **Merchant Application** and other merchant paperwork, if any, to the following Institution contact:

Name ██████████████████████

Title: ████████████████████

Email ███████████████████

Phone: __940-369-5500__

Please direct **Accounts Payable** and billing/invoicing information to the following Institution contact:

Name: __████████__

Title: __████████████████__

Email: __invoices@untsystem.edu__

Phone: __940-369-5500__

Company and Institution agree this Order Form and the Agreement to which it is attached supersede all prior orders or agreements, including amendments or addenda, if any, for the services indicated. This Order Form reflects the Institution's product/service elections and associated pricing for the product(s) and/or feature(s) indicated as of the effective date of the Agreement.

For the avoidance of doubt, nothing in this Order Form will relieve the Institution's obligation to pay for payment processing (i.e., merchant fees, credit card assessments, ACH fees, if applicable, etc.) or installation, maintenance, and transaction fees for any other Company-delivered products or features it may elect to implement in the future.

The parties acknowledge that any mutually agreeable modification or addition of service(s) must be on a written and executed Order Form. Any subsequently executed Order Form will be subject to the terms and conditions of the existing Agreement, and any conflict between Order Forms will be controlled by the later executed Order Form.

ATTACHMENT E
STANDARD ADDENDUM

Contracts with the University of North Texas System ("UNTS") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. In accordance with Chapter 2251 of the Texas Gov't Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNTS; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas System – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov't Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. UNTS is exempt from the payment of taxes and will provide documentation confirming its tax exempt status.

Breach of Contract Claims Against UNTS. Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNTS that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. Venue for any suit filed against UNTS shall be subject to the mandatory venue statute set forth in § 105.151of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, UNTS' continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNTS shall issue written notice to Vendor that UNTS may terminate the Agreement without further duty or obligation.

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Public Information. UNTS shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNTS in an electronic format.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNTS is required by Section 2261.253 of the Texas Gov't Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Insurance. UNTS, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNTS shall, without further requirement, satisfy all insurance obligations of UNTS under the Agreement.

Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. UNTS is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNTS property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNTS, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

VENDOR: NELNET BUSINESS SOLUTIONS, INC.

UNIVERSITY OF NORTH TEXAS SYSTEM

Date: 7-12-19

Date: 07/15/2019

UNT|SYSTEM™

REQUEST FOR PROPOSAL

RFP No.: RFP769-19-11082018-JD
Electronic Payment and Merchant Services

Proposal Submittal Deadline: **December 14, 2018, 2:00 pm, local time**

Prepared by:

University of North Texas System Procurement Services
Business Service Center
1112 Dallas Drive, Suite 4000
Denton, Texas 76205
Date Issued: November 13, 2018

REQUEST FOR PROPOSAL

Table of Contents

ATTACHMENT(S) *(as separate files)*

   Attachment A: Sample Services Agreement

   Attachment B: Definition of terms

   Attachment C: Pricing Sheet (Excel spreadsheet)

   Attachment D: HUB Subcontracting Plan

   Attachment E: Compliance Requirements for IT Systems and Services

   Attachment F: Previous Volume Totals

1.1   UNTS System Description
The University of North Texas System (UNTS) is a University system that is composed of the University of North Texas in Denton (UNT), the University of North Texas Health Science Center (UNTHSC) in Fort Worth and the University of North Texas at Dallas (UNTD). The UNT System Administration is based in downtown Dallas. The three independent universities of the UNT System have combined enrollment of just over 42,000 students across five major teaching locations, including each main campus as well as Frisco and downtown Dallas. Proposals submitted in response to this RFP shall be for goods and/or services provided to UNTS, UNT, UNTHSC and/or UNTD, as agreed to in writing by the parties.

1.2   Background
The University of North Texas System (UNTS) is seeking proposals for an Electronic Payment Services Solution and a Merchant Services Solution (NIGP commodity codes 208-46 E-Commerce Software-microcomputers, 208-65 Point of Sale Software-microcomputers, 209-42 E-Commerce-mainframes, servers; and 209-62 Point of Sale-mainframes, servers).   This Request for Proposal (RFP) encompasses two lots, whereby any Proposer can submit a proposal for Lot 1 - Electronic Payment Services Solution and/or a proposal for Lot 2 - Merchant Services Solution. In summary, Proposers can submit a proposal for one or both lots. The current providers for electronic payment services and merchant services is Nelnet and Wells Fargo Merchant Services, respectively. The electronic payment system and merchant services system must be fully tested and integrated by June 7, 2019 or October 1, 2019, depending on a number of circumstances. You will need to speak to your ability to accommodate either timeline in your response.

The proposer must be able to demonstrate evidence of having successfully implemented and maintained the desired services in other comparable settings. The University may make such investigations as it deems necessary to determine the ability of the proposed to meet all requirements as stated herein and the proposer shall furnish to the University all such information and date for this purpose that the University may request.

The primary function of this system is to provide an out-of-the-box solution that will allow the University to offer campus constituents secure electronic payment processing and the convenience of self-service, online access to campus payment systems. At the same time, it should reduce costs and boost operations efficiencies through business system automation. Further, it should meet today's guidelines and requirements for the safeguarding of sensitive campus information.

All responses to the RFP should reflect delivered or out-of-the-box functionality. Respondent must indicate whether a system modification/re-configuration, additional products, or any other accommodation would be necessary to meet a requirement for a successful implementation, and what it would be. If there is a cost for the addition, it must be noted in the cost section of the RFP response as such.

1.2.1   Background for Lot 1 – Electronic Payment Services Solution

The University of North Texas System (UNTS) is seeking Proposals for an Electronic Payment Services Solution as Lot 1 of this procurement. This commerce management solution should provide the ability to process online credit/debit card and ACH for student tuition, fees and other payments.

UNTS is interested in additional functionality that may be considered as part of the award. Respondents should provide information regarding the ability for electronically presenting student billing statements, automate tuition payment plan administration, and integrate cashiering functions with Oracle/CS-PeopleSoft Version 9.2, People Tools 8.56. The commerce management system must incorporate a single payment gateway through which all payment transactions are processed. The solution must also include real-time integration with Oracle/FS-PeopleSoft Version 9.2.

Additionally, UNTS will evaluate other options requested in the RFP proposal that are requested in this document. UNTS is not awarding a third-party refunding solution or campus card solution with this RFP. Respondents should not provide information regarding those solutions.

UNTS will continue to evaluate ERP solutions to ensure best value and service. Respondents should provide information regarding which systems they are actively interfacing with and which might be added within the next 2 – 3 years.

UNTS is seeking proposals from qualified service providers for a turnkey payment management system that must be hosted by the vendor, easy to implement, have a single point of support, and keep pace with future commerce opportunities and future PeopleSoft/Oracle upgrades.

UNTS may award a contract to more than one vendor to meet the current and future needs of each UNTS institution.

UNTS has identified a timeline as listed in this RFP. Respondents must include in their proposal a detailed timeline for the implementation. This RFP will be used to acquire and implement services, customer support, and any required software.

The primary purpose of this RFP is to select a solution that offers all UNTS campus constituents secure electronic payment processing and the convenience of self-service, online access to campus payment systems. At the same time, it should reduce costs and boost operations efficiencies through business system automation. Further, it should meet today's guidelines and requirements for the safeguarding of sensitive campus information.

1.2.2   Background for Lot 2 – Merchant Services Solution

The University of North Texas System (UNTS) is seeking Proposals for Merchant Services as Lot 2 of this procurement. The current environment for acquirer services across the system could be described as quasi-centralized. The vast majority of transactions are currently processed through Wells Fargo Merchant Services yet there are a handful of departments who utilize a different provider. The intent of Lot 2 is to centralize all card activity not currently under contract into one provider and subsequently merge other activity into the same relationship as existing contracts expire. The volume provided in this RFP is only for areas available to switch immediately upon implementation. The currently contracted volume is minimal.

During this implementation, the System will be centralizing administration of acquirer services to the Treasury team in order to maintain a smoothly functioning network between UNTS, the awarded acquirer, and our depository banker – currently JP Morgan Chase. We are looking for a provider that can take excellent care of UNTS across the spectrum, from timely and accurate processing of transactions to prompt funding, and from customer care to meaningful reporting to management regarding where processing could be optimized to decrease costs. We anticipate meeting with our relationship manager at least quarterly to review activity and consider recommendations.

We also anticipate the acquirer to play a key role in working with the System to maintain compliance with Payment Card Industry (PCI) standards.

1.3   Group Purchase Authority
Texas law authorizes institutions of higher education to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer(s) under this Section. Should another institution exercise this option the resulting contract and obligations shall be between that institution and the vendor with UNTS incurring no obligation as a result thereof.

SECTION 2: NOTICE TO PROPOSER

2.1   Submittal Deadline
UNTS will accept proposals submitted in response to this RFP until 2:00 p.m., local time, on December 14, 2018 (the "Submittal Deadline").

2.2   UNTS Contact Person
Proposers will direct all questions or concerns regarding this RFP to the following UNTS contact ("UNTS Contact"):

███████████████████████

The University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to the UNTS Contact via the following link: https://www.untsystem.edu/bid-inquiry.

The UNTS Contact must receive all questions or concerns no later than Click here to enter time. on Click to enter a date.. It is UNTS' intent to respond to all appropriate questions and concerns; however, UNTS reserves the right to decline to respond to any question or concern.

Answers to questions will be posted via addendum to this RFP on UNTS Business Service Center Bid Opportunities web page located at: https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities. Vendors are strongly advised to review this page at least four (4) business days prior to the due date for submissions or earlier to ensure that you have received all applicable addenda.

2.3   Criteria for Selection
The successful Proposer(s), if any, will be the Proposer(s) who submit a response to this RFP on or before the Submittal Deadline, and whose response is the best value UNTS, taking into consideration the evaluation criteria contained herein. Selection by UNTS will be in accordance with the requirements and specifications set forth in this RFP. The successful Proposer(s) is/are referred to as the "Contractor". UNTS reserves the right to make a single award from this solicitation or multiple awards, whatever is in the best interest of the University, with UNTS being the sole judge thereof.

Proposer is encouraged to propose terms and conditions offering the maximum benefit to UNTS as outlined below. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to UNTS in a contract for the services.

An evaluation team from UNTS will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer in its proposal. Proposers should address, within the response, each of the criteria listed in this section. Failure to respond to these criteria may result in your proposal receiving a negative rating or considered as non-responsive. Proposers should note that the awarded proposal may not be the lowest offer, but the offer(s) deemed most advantageous to UNTS as described in this section.

The criteria to be considered by UNTS in evaluating proposals and selecting awardee(s) will be the following factors:

2.3.1   The Proposer's qualifications, relevant experience and success in providing the goods and services outlined in this RFP (ref. Section 5.1)
2.3.2   The Proposer's ability to meet the specifications, responsiveness to requirements and adequacy of information provided (ref Section 5.2)
2.3.3   Pricing and transparency/clarity of fees (Section 5.3)
2.3.4   References (ref Section 5.4)

Furthermore, UNTS may consider information related to past contract performance of a respondent including, but not limited to, the Texas Comptroller of Public Accounts Vendor Performance Tracking System.

2.4   Schedule of Key Events

        Issuance of RFP.....................................11/13/2018
        Pre-Submittal Conference.......................11/19/2018, 3:00pm, local time
            (Ref. Section 2.6 of this RFP)
        Deadline for Questions/Concerns ....11/26/2018, 5:00pm, local time
            (Ref. Section 2.2 of this RFP)
        Answers to Questions posted ....11/30/2018, 5:00pm, local time
        Submittal Deadline.................................12/14/2018, 2:00pm, local time
            (Ref. Section 2.1 of this RFP)

Note: This events schedule is for planning purposes only and may be changed at the sole discretion of UNTS.

In addition to the above key events are additional PROJECTED dates as follows:

Presentations by Finalists (if necessary)...01/28/2019
Projected date of award…………………02/08/2019
Implementation Begins…………………..04/08/2019
Implementation Complete………………06/07/2019 or 10/01/2019, depending on a number of circumstances. Provider will need to reflect their ability to work with either implementation date.

2.5   Historically Underutilized Businesses
In accordance with Texas Gov't Code §2161.252 and Texas Administrative Code §20.14, each state agency (including institutions of higher education) as defined by §2151.002 that considers entering into a contract with an expected value of $100,000 or more shall, before agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract.

UNTS has determined that subcontracting opportunities (check one) ☒ are probable ☐ are not probable under the agreement.

Accordingly, **all proposers must submit a HUB subcontracting plan (HSP).** A copy of the HSP forms and related information is attached to this RFP. For questions regarding the HUB Program or submittal of your HSP, vendors may contact either Greg Obar, Associate Director, HUB Program at

The HSP must be submitted in its own individual sealed package, and marked with "HSP" and the RFP # on the outside. This sealed package is to be included in the master container along with the sealed bid response.

FAILURE TO SUBMIT AN HSP WITH YOUR RESPONSE MAY RESULT IN THE DISQUALIFICATION OF YOUR PROPOSAL.

2.6   Pre-Submittal Conference
A pre-submittal conference will be held on **11/19/2018, 3:00pm, local time** at Click here to enter location.

<p align="center">SECTION 3: SUBMITTAL OF PROPOSAL</p>

3.1   Number of Copies
Proposer must submit one (1) complete original copy of its *entire* proposal. An *original* signature by an authorized officer must appear on the <u>Execution of Offer</u> (ref. Appendix One, Section 2) of submitted

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

The University does not consider electronic signatures to be valid for submittal of competitive solicitation responses. Therefore, the original signature must be a "wet signature."

In addition to the original proposal, Proposer must submit one (1) complete copy of the *entire* proposal electronically on a USB flash drive. The USB flash drive must include a protective cover and be labeled with Proposer's name and the RFP number.

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

> University of North Texas System
> Procurement Services
> Business Service Center
> 1112 Dallas Drive, Suite 4000
> Denton, TX 76205

Proposals must be typed on letter-size (8.5" x 11") paper. Sections within the proposal are to be tabbed for ease of reference. Pre-printed material(s), if included, should be referenced in the proposal and included as labeled attachments.

Request for Proposal number and submittal date should be marked in the lower left-hand corner of sealed bid envelope (box/container). If an HSP is required (refer to Section 2.5), both the proposal and the completed HSP must be in individual sealed envelopes and both envelopes placed in one sealed master container.

Note: Electronic submittals via facsimile or other electronic means will not be accepted, unless otherwise specified within this RFP.

3.3   Proposal Validity Period
Each proposal must state that it will remain valid for UNTS' acceptance for a minimum of one hundred and eighty (180) days after the Submittal Deadline, to allow time for evaluation, selection, and, any unforeseen delays.   Should circumstances arise that require an extension to this period, UNTS reserves the right to provide extensions at its discretion.

3.4   Terms and Conditions
  3.4.1   Proposer must comply with the requirements and specifications contained in this RFP, including the Notice to Proposer (ref. Section 2 of this RFP), Proposal Requirements (ref. Section 5 of this RFP).   If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:
    3.4.1.1   Specification (ref. Section 5 of this RFP),
    3.4.1.2   Proposal Requirements (ref. Appendix One),
    3.4.1.3   Notice to Proposers (ref. Section 2 of this RFP).

  3.4.2   UNTS intends to enter into an agreement with the Contractor in substantially the form of the attached Sample Agreement.(ref. Attachment A – Sample Services Agreement). Award is contingent upon the successful execution of agreement.
  3.4.3   UNTS reserves the right to expand on services with the awarded Contractor.

3.5   Submittal Checklist
Proposer is to complete, sign, and return the following documents as a part of its proposal. Submit one original copy with 5 copies. Include a flash drive that contains all materials. Failure to return each of these items with the proposal may result in rejection of the proposal.
  3.5.1   Signed and Completed Execution of Offer (ref. Appendix One, Section 2)**.**

3.5.2   Signed and Completed <u>HUB Subcontracting Plan.</u> (ref. Section 2.5 of this RFP). **PLEASE SUBMIT THIS INFORMATION IN A SEPARATE ENVELOPE AS SPECIFIED IN SECTION 2.5.**

3.5.3   Responses to <u>Proposer's General Questionnaire</u> (ref. Appendix One, Section 3)**.**

3.5.4   Signed and Completed <u>Addenda Checklist</u> (ref. Appendix One, Section 4).

3.5.5   Responses to vendor qualifications and relevant experience (ref. Section 5.1)

3.5.6   Responses to evaluation criteria (ref. Section 5.2)

3.5.7   Pricing and transparency/clarity of fees (ref. Section 5.3)

3.5.8   References (ref. Section 5.4)

SECTION 4: GENERAL TERMS AND CONDITIONS

UNTS' standard purchase order terms and conditions can be found at:

https://www.untsystem.edu/sites/default/files/bsc_po_terms_12.19.2017.pdf.

Additionally, attached is a sample Services Agreement (refer to Section 3.4.2 of this RFP).

4.1   **Term**.
The initial term of the contract resulting from this RFP shall be for three (3) years, with two (2) options to extend in one (1) year increment. Options to extend are by mutual consent and in writing. Either party may terminate after year one without penalty by giving at least one-hundred eighty (180) days' notice to the other party.

4.2   **Exceptions**
Any exceptions to the terms in either our standard purchase order terms and conditions or those included in the sample agreement should be clearly stated and included in a separate section of the Proposer's response and marked "exceptions". Proposers are advised that should UNTS not accept a stated exception, the result might be in the disqualification of the proposal.

SECTION 5: SCOPE OF SERVICES

5.1   **Vendor Qualifications and Relevant Experience**
5.1.1   Describe your qualifications, relevant experience with institutions of higher education, and success in providing the goods and services outlined in this RFP for Lot 1 – Electronic Payment Services and/or Lot 2 – Merchant Services.
5.1.2   Demonstrate evidence of certifications, permits, licenses and insurances as appropriate to provide products and services as required.

5.2   **Specifications/Deliverables**
The University of North Texas System (UNTS) is interested in obtaining an electronic payment services solution and a merchant services solution. The solution proposed may be for Lot 1 - Electronic Payment Services Solution and/or Lot 2 - Merchant Services Solution. Proposals must use terminology as defined in Attachment B – Definition of Terms.

Proposers must follow the numbering of the requirements outlined below in their response and provide a response for each requirement in Lot 1 and/or Lot 2. In preparing responses, proposers should describe in detail how the specification would be met.

Proposers must demonstrate that the solution proposed for Lot 1 and/or Lot 2 adheres to the Compliance Requirements for Information Technology Systems and Services (ref. Attachment E).

5.2.1   Lot 1 – Electronic Payment Services Solution

5.2.1.1 Lot 1 – Electronic Payment Services Solution General Requirements

The System must provide campus constituents with a secure infrastructure for making online payments. In addition, solutions should be integrated in real time with campus student information.

If UNTS elects additional functionality offered by the Respondent, the System should automate business systems for electronic bill presentation and payments, tuition payment plan management and e-commerce initiatives. UNTS is interested in additional services, including cashiering and 1098-T reporting services provided by the Respondent.

The System and Respondent must:
- Be a turnkey installation with configuration and support;
- Be configurable and efficient to implement without placing a demand on UNTS resources;
- Integrate in real time with Oracle/PeopleSoft Version 9.2 and future upgrades;
- Be PCI DSS Level 1 compliant;
- Be scalable to incorporate future system expansion;
- Be flexible enough to communicate with JPMorgan Chase recommended credit card and ACH processors and to change processors as needed in the future;
- Provide a central payment gateway capable of processing campus-wide payments, including transactions made by electronic checks, credit cards and debit cards as well as bank wires;
- Have a proven track record in institutions of Higher Education;
- Have positive references and successful implementations from institutions of Higher Education with similar Oracle/PeopleSoft ERP systems;
- Provide web-based usage, real-time reporting, and setup;
- Have a test instance identical to production;
- Work with 3 distinct implementations of PeopleSoft Version 9.2 (UNT, UNTHSC and UNT Dallas);
- Provide reconciliation capabilities for transaction activity;
- Be a Vendor hosted system - no credit card information will be stored on any UNTS system;
- Be available to provide customer service on a 24x7 schedule including holidays. The System must maintain an exceptional uptime rating, excepting routine maintenance downtime;
- Provide direct contact to a Customer Service/Relationship Manager that can escalate issues as needed;
- Provide direct contact to a Customer Service/Relationship Manager that can assist with identifying additional enhancements or functionality that will improve customer service offered by UNTS;
- Provide annual updates via in-person or webinar meetings to discuss UNTS utilization of the System and offer any recommendations for improvements.

5.2.1.2 Lot 1 – Electronic Payment Services Solution Mandatory Requirements

By submitting a proposal, the vendor certifies that its company meets all of the following mandatory requirements:

Vendor's system and/or any third party processors must be compliant with all electronic payment processing and data security guidelines and regulations as follows:
- PCI Level I compliance for payment card processing.
- FERPA (Federal Educational Rights Protection Act).
- Gramm-Leach-Bliley Act (GLB).
- Americans with Disabilities Act (ADA).
- NACHA rules compliant for ACH processing.
- All data transferred and/or stored/attached (email) must be encrypted.
- All hardware, software and services must be supplied and maintained by the Respondent and must be available 24 hours a day, 7 days a week.
- Vendor must have strong Higher Education experience and provide student bill presentment and payment functionality, providing evidence of projects of similar size and scope with schools having Oracle/PeopleSoft software within the past 3 years.
- The System must access and update information in the UNTS Oracle/PeopleSoft software in real-time.

5.2.1.3 Lot 1 – Electronic Payment Services Solution Documentation Requirements

Respondents must provide the following documentation with the proposal submission:
- Copy of the respondent's latest audited financial statements.
- Reference information from 5 institutions of higher education similar in size to UNTS institutions that utilize Oracle/PeopleSoft Version 9.0 or 9.2 for Student Financials processing and have used your services within the past 3 years.
- Provide a sample of the Respondent's disaster recovery plan.

5.2.1.4 Lot 1 – Electronic Payment Services Solution Service Processing Requirements

5.2.1.4.1 System Integration Requirements
a. The System must provide real-time account detail and balance information from the UNTS CS-PeopleSoft software (Version 9.2 and any future releases). Describe in detail how that information is provided in real-time.
b. The System must post payment transactions to the UNTS CS-PeopleSoft software (Version 9.2 and any future releases) in real-time. Describe in detail how payments collected and processed through the System are posted to our ERP system. Describe how the System allocates payments.
c. Describe how the System handles multiple semesters/terms open for payment at one time. Describe how payments are allowed on past balances.
d. UNTS will continue to evaluate ERP systems to ensure best value and service. Describe which systems you are actively interfacing with and which might be added within the next 2 – 3 years.
e. List any third-party transaction processing, pricing or other integrations required to implement your solution.

5.2.1.4.2 Security Requirements
a. Describe how the System provides a robust and fine-grained security architecture that manages system access for update and viewing, reporting and general system management. Describe in detail how this is setup.
b. Describe the process of installing software components behind UNTS institution firewalls.
c. Describe how data is transmitted over the network segment.
d. Describe the encryption process for transmissions.
e. Describe how, in the event of a power interruption or communication failure to UNTS institutions, the System would be capable of independent operation off-line from the server and/or host.
f. The System should provide payment capabilities for multiple departments at each UNTS institution whereby departments are restricted to their own data have individual reporting capabilities for their own department. Describe the System capabilities in detail.
g. Describe how the System security is setup, managed and maintained.
h. Describe the tools available to assist UNTS institution System administrators to track student and authorized payer usage of the System, including all functionality.
i. Describe the data backup and recovery mechanisms in place for the System.
j. Describe how customer data is archived so that transactional information can be readily available for inquiry, reporting and auditing purposes.
k. Describe the overall security of the System and all relevant certificates or other credentials that would assist in assessing the protection of sensitive data that would be processed.
l. Describe how the System adheres to the Compliance Requirements for Information Technology Systems and Services (ref. Attachment E).

5.2.1.4.3 User Authentication Requirements

    a. The System should provide secure, seamless integration that does not require a user who already has UNTS institution credentials to establish a new set of credentials on the System. Describe how students are authenticated by the System.

    b. Describe how the System supports single sign-on.

    c. Third-party identities must be uniquely authenticated, and the third-party payer must not be required to know the password associated with the student account for payment. Describe these System capabilities.

5.2.1.4.4 Credit Card and Debit Card Processing

    a. The System must accept credit card and debit card (referred to as credit card) payments for students and departmental customers and must accept all major credit cards (i.e. Visa, MasterCard, American Express, Discover) as specified by UNTS. Describe how the System supports these transactions along with any newer methods (ie: Apple Pay, Paypal).

    b. Describe the credit card authorization and settlement process.

    c. The credit card processing software must be processor independent and work with the existing UNTS credit card processors or future credit card processors. Provide a current list of credit card processors that your solution is certified with for payments.

    d. UNTS business units may require different processors, describe how the System would be able to accommodate this request;

    e. Describe, in detail, how the System can be used to refund, reverse, or void credit card transactions processed through your credit card payment gateway.

    f. How are refunds, reversals, or voided credit card transactions reported? Are they netted against current day transactions or reported separately? Please describe.

5.2.1.4.5 Wire Payments

    a. Describe process for students are able to pay via bank to bank wire;

    b. Describe how the System prevents over payments of charges;

    c. Describe how wire payments are returned to maker should the student withdraw.

5.2.1.4.6 Service Fee Assessment

    a. Describe how the System allows service fees to be added to the transaction charge.

    b.   Describe how the service fees are processed and how payers are notified of the transaction charge.

5.2.1.4.7 Electronic Check (ACH) Processing Requirements

    a. Is your organization a member of NACHA?

    b. Does your organization employ Accredited ACH Professionals (AAP)?

    c. Describe how the System allows for on-line, real-time ACH payments.

    d.   Describe the System's electronic check authorization and settlement process. What system checks are used to ensure accurate data entry by the payer and to minimize rejects?

    e.   Describe how the System manages ACH payment returns related to NSF's and/or the entry of incorrect bank account information. Describe the process used and the reports that would be available to UNTS.

    f.   Describe how the System provides real-time verification of routing numbers before payments are processed.

    g. Describe how the System would provide next day deposit into the UNTS designated bank accounts.

5.2.1.4.8 Third-Party Contract Payments

    a. Describe how the System can accept third-party contract payments.

    b. Which users will have access to view and pay the student accounts? Describe how this access is granted and how the security is managed.

    c. What information regarding the student account will the third-party sponsor be able to view?

    d. Describe how student bill information can be presented to the third-party sponsor.

    e. Describe how payments are applied to the student accounts.

    f. Describe the communication provided to the third-party sponsors and the UNTS institutions.

g. Describe the reports made available to UNTS for reconciliation purposes?
h. Describe the search functionality provided by the System.

5.2.1.4.9 Payment Requirements

a. Describe how the System allows students and authorized users the ability to store payment profiles for future payments and for any established payment plans.
b. Describe how the System can restrict future payments from students or authorized users if the student has a negative service indicator in PeopleSoft due to NSF transactions.
c. Describe how receipts are provided to payers, including students and authorized payers.
d. Describe how specified payments (one item) are allowed by the System and selected by the payer.

5.2.1.4.10 Authorized User Requirements

a. Describe how students are able to provide third-party users (parents, guardians, etc.) access to their account. Is the System's authorized user functionality compliant with FERPA? Can students limit access rights for each authorized user? If so, describe.
b. Are authorized users provided separate passwords or must they use their student's ID and password to access billing and account information? If so, describe.
c. What student account information can be viewed by the authorized users? Describe in detail.
d. Can authorized users maintain separate payment methods (credit cards, checking accounts, etc.) from their students? If so, describe.
e. Can authorized users make payments for more than one student at the same time? If so, describe.
f. Are students notified if an authorized user makes a payment on their account? If so, describe.

5.2.1.4.11 Electronic Bill Presentment

a. Describe the process of transmitting and loading billing statements into the billing software.
b. Describe the timeline associated with loading billing statements and the availability for student viewing.
c. Describe how pdf statements from Oracle/PeopleSoft could be viewed in real-time through the System without loading them to the System.
d. Describe any specific file format required for importing billing statements.
e. Are different templates able to be used (i.e. Undergraduate, Graduate)?
f. Can messaging be placed on billing statements? Describe how messaging can be updated and changed.

5.2.1.4.12 Payment Plan Functionality

a. Describe the payment plan functionality provided.
b. Describe the ability for UNTS institutions to configure payment plans.
c. Describe how the System automatically recalculates payment plan installments based on changes in enrollment status or new charges and credits on student accounts. How often does the recalculation run?
d. Describe how payment plan charges are posted to the student account.
e. Describe the number of payment plans that can be established by UNTS institutions.
f. Provide examples of payment plans available by the System.
g. Describe functionality available for students and/or authorized payers to establish future automated payments. Describe how it works for the different payment methods.
h. Describe how payment plan agreements are created, loaded and adjusted by UNTS institutions.
i. Describe the student enrollment process in a tuition/fee payment plan.
j. Describe reporting capabilities available for UNT institutions related to payment plans, including enrollment reports, revenue reports, delinquency and/or payment plan aging reports, etc.

k. Describe how the payment plan functionality fully integrates with PeopleSoft and any cashiering solution available.
l. Describe how the System provides payment plan information back to Oracle/PeopleSoft in real-time.

5.2.1.4.13 Electronic Notifications
a. Describe, in detail, all electronic notification functionality available to students and/or authorized payers.
b. Describe how email addresses are loaded and maintained in the electronic billing system.
c. Describe how email notifications can be updated and managed by UNTS institutions.
d. Describe email distribution reporting provided to UNTS institutions associated with successful and failed deliveries.
e. Describe functionality available to notify students and authorized payers via text messaging. How are cell phone numbers loaded and maintained in the System? How are changes made?

5.2.1.4.14 1098-T Presentment
a. Describe how the Respondent can provide the ability or students to view IRS 1098-T forms.
b. Describe the process involved in providing the 1098-T information from the UNTS institutions to the Respondent.
c. Describe the timeline associated with providing annual 1098-T to the Respondent for processing.
d. Describe how students can download and print 1098-T forms.

5.2.1.4.15 Internet and Mobile Access
a. Describe the web browser compatibility with the System. Describe the versions of each major web browser that is compatible with the System.
b. Describe how the System allows for mobile access.
c. Describe the mobile devices that can be used to access the System.
d. Describe how the System and Respondent complies with the accessibility guidelines of "Section 508 of the United States Rehabilitation Act of 1973" and/or the "Web Content Accessibility guidelines (WCAG) 2.0 AA."
e. Can students access the payment portal through the institution's mobile app?

5.2.1.4.16 Cashiering Functionality
a. Describe an overview of the System functionality for a cashiering solution for student and sponsor receivable payments.
b. Describe how the System fully integrates with PeopleSoft.
c. Describe the System's functionality for assigning cashier drawers to employees. What audit information is available?
d. Describe the System's ability to track activity by individual employee.
e. Describe any cashiering hardware requirements.
f. Describe how the System can accept and process non-student payments.
g. Describe how targeted debits can be paid. For example, if the student is only wanting to pay a specific charge, how is that completed?
h. Describe how the System can process check payments. Can check payments be converted to ACH transactions? If so, what types? Is the System NACHA compliant?
i. Describe how the System allows for the ability to view scanned check images.
j. Describe how the System provides cashiering activity and transaction journals to the General Ledger module of PeopleSoft.
k. Describe the information available on the payment receipt. Can the receipt be configurable?
l. Can payment receipts be printed to any network printer?
m. Can payment receipts be sent via email to the student or customer?

n. Describe the process for reprinting a receipt.
o. Describe how campus department deposits can be processed in the System.
p. Can departmental deposits be imported from a batch file?
q. Describe the administrator rights available in the System.
r. Describe how security is setup and managed for cashiering.

5.2.1.4.17 Centralized Online Storefronts (e-Store)
a. Describe, in detail, how the System provides for a centralized storefront application with consolidated payments into a secure and PCI/PA-DSS certified (PeopleSoft) system.
b. Describe how the System allows for multiple merchants/campus departments to operate and run stores and accept payments. UNTS campus department examples would include Parking, Alumni, Clubs, Athletics, Continuing Education, etc.
c. Describe how the System allows for the consolidation of the stores into an online mall, as well as free-standing stores that are not part of the consolidated mall.
d. Describe how the System tracks tax payments.
e. Describe, in detail, how the System is customizable for the campus departments. Provide examples of other client implementations.
f. Describe the capabilities provided for the e-Store, including product or service pages, shopping cart, checkout page and order status information.
g. Describe electronic communication provided back to purchasers.
h. Describe administrative functionality available to the campus departments and to the centralized department managing e-Stores.
i. Describe how security is setup and managed.
j. Describe, in detail, how an e-Store is deployed. What training is required for the campus department?
k. Describe how the e-Store is fully integrated with the General Ledger module of PeopleSoft.
l. Describe how transaction details are sent to the General Ledger module of PeopleSoft.

5.2.1.4.18 Administrative Tool Requirements
The System must provide reconciliation reports for both credit/debit card transactions and ACH transactions which include, but are not limited to the following. Respondents must describe how the System can provide the following and samples should be included with the proposal submission.
a. Pending items.
b. Batch summary payment types and proof that payments have been successfully transmitted.
c. Detailed reports to support summary report.
d. Separate listing of returned items.
e. Online, convenient ad hoc reporting available through easy System configuration by the UNTS users.
f. Capability to run reports using various parameters. The reports must be accessible for a period of time as defined by UNTS institutions.
g. Third-party payment reporting tools.
h. The System must provide the ability to run individual departmental reports as well as summary reports for all activity on a daily, monthly and annual basis for authorized users.
i. The System must allow the UNTS institutions to initiate end of day processing independently. Describe how this process integrates with Oracle/PeopleSoft.
j. The System must allow the UNTS institutions to configure the System to support business needs. Configurable settings should include, but not limited to the following:
    i. Communication and messaging on electronic bills.
    ii. Communication and messaging posted on the online payment pages for student and authorized payer payments and other department payments.
    iii. Bill format.
    iv. Accepted payment types.
    v. Number of times NSF will be allowed.
    vi. Maximum payment amounts accepted.

      vii.   Ability to not accept payments greater than the amount owed by the student

      viii.The ability of UNTS institutions to customize reports.

5.2.1.4.19 System Management Requirements
a. Describe how the System allows for multiple administrative users with specific access rights.
b. Describe how new administrative users are created.
c. Describe the reporting ability for UNTS institutions to determine when students or authorized payers have last logged in to view student account information or other services.
d. Is there a limit to the number of administrative access users at one time?

5.2.1.4.20 Software Updates
a. Describe how software updates would be communicated to UNTS institutions.
b. Describe when software updates are released and implemented by Respondent.
c. Describe when software updates are scheduled. Normal days, times.
d. Describe how Respondent would coordinate testing of software updates or upgrades to the UNTS institutions.
e. Describe any deadlines imposed on users for implementing upgrades.
f. Describe any downtime that UNT institutions might expect with the System.

5.2.1.4.21 Implementation Service
a. Describe in detail how the Respondent proposes to meet the implementation date identified in the timeline.
b. Describe the resource requirements for each UNTS institution, including technical and functional staff.
c. Describe the implementation support provided by the Respondent throughout the implementation and post-implementation.
d. Describe the project management approach used by the Respondent.
e. Describe the technical support provided during implementation and post-implementation.
f. Describe the types of training, education and marketing support provided to UNT institution users, students and authorized payers regarding implemented functionality.
g. Describe the training plan proposed by the Respondent for UNTS institution representatives.
h. Describe how technical resources are allocated should UNTS have a change in banks or merchant services. Is there an additional cost?
i. Is System configurable to meet UNTS business practices? Describe the process to request changes and if there are any additional costs.

5.2.1.4.22 Support
a. Describe the support service provided by the Respondent, including the process to resolve customer and UNTS institution issues.
b. Describe the escalation process managed by the Respondent.
c. Describe the number of employees provided for support, including a breakdown by shift.
d. Describe the days and hours of operation available for support service.
e. Describe the support provided by a Customer Service Manager or other direct contact individual that would support UNTS institutions.
f. Describe the online assistance functionality or chat functionality provided by the Respondent.
g. Describe any customer advisory council that is currently in place.
h. Describe any user group and user conference that is currently in place.

5.2.1.4.23 Billing
a. Describe how the UNTS institutions would be billed by the Respondent.
b. Provide examples of billing formats.

5.2.2 Lot 2 – Merchant Services Solution

5.2.2.1 Lot 2 -- Vendor Operational/Functional Requirements

1. Authorization and settlement must be provided for MasterCard, Visa, American Express, and Discover cards.

2. Authorization and settlement must be provided for credit and debit card transactions through a variety of secure methods.

3. Authorization and settlement must be provided for transactions generated from card readers, from computer-based systems, and from web-based transactions.

4. Response time for authorization must at least meet industry standards.

5. In each area, the System may or may not opt to charge a convenience fee. The ability to handle flexibility regarding the charging of a fee at the merchant account level is required.

6. Online reporting must be available at no charge to the System as a whole as well as to each University merchant. This must include the ability for ad hoc reporting. The System would have direct administrator capabilities to grant user access to online reporting systems.

7. University settlement accounts must be funded within 24 hours requiring next day (after settlement) availability of funds, regardless of the financial institution that the System selects to receive the deposited funds. The merchant number will be used to identify each transaction. The university shall require settlement monies to be deposited via ACH to the designated bank account of their choice within 48 hours of the transaction. Currently, UNT System bank accounts reside at JP Morgan Chase.

8. The University prefers that daily settlement be gross of all fees. It is anticipated that discount fees will be paid monthly in arrears after receipt and approval of an invoice. IU requires a monthly fee report by merchant number. The data file will be made available no later than five (5) business days after the month end.

9. Discount fees must be consistent across all campuses, but may vary by card issuer (e.g. MasterCard, Visa, American Express, Discover, and Diners Club).

10. The System is seeking to use a standard data file for receiving end of day and end of month data elements. Currently, a consolidated data file consisting of the university's daily point of sale transmissions is available for the University to "pull" on each business day and currently this data is transmitted via SFTP with a pgp encrypted file. The transmission interfaces are a "lights out", automated process.

At a minimum, the file must include the following data elements:
Merchant Number
Merchant Name DBA
Batch Number
Settle or Post Date
Card Type (Visa, MasterCard, American Express, Discover)
Transaction Type (deposit, chargeback, adjustment…)
Transaction Reference Number
Transaction Date
Transaction Amount
Authorization number

In the event that the vendor requires data files to be "pushed" to the University, the processing center should have the ability to transmit data to the System using secure, internet protocols and

services. This should be a high speed, automated process that encrypts the data sent over the network. The process should have adequate controls for ensuring that the data was transmitted without loss or corruption. The processing center should provide recovery processes such as the ability to retransmit data files in case of errors. This file will be used to feed directly into the System's general ledger system. **This file will need to be in sync with the deposits made to the IU bank account.** The layout of the file must adhere to our minimum specifications.

Every effort has been made to correctly state the current technical processes in use by the System for the receipt and format of the transmission file. If any discrepancies are found between this document and the current processes in use by the System's Information Technology Shared Services the current processes will prevail.

The System' Information Technology Shared Services will notify the processor immediately upon receiving a transmission error message. A technical contact name and phone number should be provided to the System, by the processor.

The processor will maintain electronic back-up copies of each transmission for emergency use. These copies shall be maintained for a specified and agreed upon length of time following the original transmission date.

11. IU currently receives a monthly transmission detailing the MTD merchant activity. This file is used for statistical analysis; the Merchant Acquirer must provide the following report data:
• Merchant Name
• Merchant ID
• Total Sales
• Total Transactions
• Total Chargebacks
• Number of Chargebacks
• Total Returns
• Number of Returns
• Discount Fees
• Other Fees
• Effective Rate
• Segment (Card) Type
• Percent Sales Swiped

12. On a semi-annual and annual basis, the Merchant Acquirer must provide a formal report to the System that summarizes the program for the six-month periods ending February 28th and August 31st, and for the twelve-month period ending August 31st. This report must be delivered to the System by electronic access within 45 days of the period ending date. The report must include, at a minimum, the following:

• Monthly Sales Volume by Card Type (Gross and Net of Fees)
• Monthly Sales Volume for Signature, Quick Pay, Debit, etc.
• Monthly Transaction Volume by Card Type (sales and returns)
• Monthly Average Ticket by Card Type
• Discount fees and other fees by Month
• Monthly Effective Rate for the Overall Program
• Monthly Chargeback and Reversal Volume
• Overall Sales Volume for Period by Card Type
• Qualification Summary by Qualification Category / Sales for each card type
• Excel Spreadsheet of Volume by Merchant Location to include:
  o Merchant Name
  o Merchant ID
  o Total Sales for Period
  o Total Transactions for Period
  o Total Chargebacks
  o Total Returns
  o Discount Fees paid
  o Other Fees paid
  o Effective Rate

In addition, the acquirer must provide, by merchant location, an analysis of any trends evident in the data, as well as, improvements in merchant card processing.

13. The System's existing terminals may be used however; recommendations for improved terminal technology are highly encouraged. Any upgrades to terminals should be offered at a pricing discount. Merchant Acquirer must support processes used by existing partners, which include, but are not limited to: NelNet, and NelNet Commerce Manager. Merchant Acquirer must also be able to support web-based transactions from third party service providers (e.g. VeriSign/PayPal). See Attachment E for a complete list of software/third-party service providers used by the System.

14. Equipment pricing and maintenance costs must be competitive. Processor will provide a 1-800 (or similar, toll free) telephone number which must be available for those merchants who use dial up terminals for both Authorizations and Settlements.

5.2.2.1 Lot 2 -- Questions

1. Include a history and description of your organization, including parent and/or subsidiary companies, joint ventures and/or other partnerships.

2. Discuss your organization's experience and qualifications in providing merchant acquirer services.

3. List any third-party providers who will provide any element of the service you propose and how they comply with the PCI DSS as a service provider.

4. Include samples of any proposed agreements that will be required if you provide this service. If a standard agreement(s) is provided, please indicate such and discuss which provisions you agree to modify based upon the service requirements outlined in this RFP.

5. Indicate key measures of your company's financial strength (e.g. capital ratios, market capitalization, cash flow ratios, and available credit lines).

6. Provide a copy of your SSAE 16 report and a copy of your latest audited financial statement.

7. Provide ratings from two ratings agencies, such as Standard and Poor's and Moody's, if publically rated.

8. Provide any additional information that demonstrates your financial strength.

9. List names, titles, phone and fax numbers and e-mail addresses and provide brief biographies of relationship management contacts and senior management.

10. Describe the relationship management team that will service the University, as well as their functional responsibilities.

11. How many employees are in each functional area involved in providing/supporting merchant acquirer services?

12. Provide a general overview and brief history of how long have you offered card processing services.

13. Specify the number of customers for which you are providing card processing services and categorize them by segment.

14. What is the average number of transactions currently processed daily? What is the greatest number of transactions processed in an hour? How does that compare to your current capacity?

15. What would our volume ranking be, given our current number of transactions? What is the volume of your largest customer?

16. How do our peak periods (January & August) compare to your system-wide peak periods?

17. Who does your company consider its three major competitors? Why?

18. What differentiates your process and service from that of your competitors?

19. How do you plan to stay current and competitive?

20. What approach is your company taking in the development of new services?

21. What new services or features do you plan to offer within the next 12 months? 18 months?

22. Do you currently have a relationship with a third party service provider capable of assisting, recommending, and implementing point to point encrypted solutions? If so, please provide the name of the company, main contact, and services that could be offered to the University.

23. Include the names and contact information for three current clients and two former clients (preferably within Higher Education) who are similar in size and complexity to University of North Texas System.

24. Provide any additional information that is relevant to this RFP and your capabilities to provide the services requested (e.g., product brochures, articles in trade journals).

25. Describe the process by which new merchants are added, what forms are required (if any) and include the typical turnaround time.

26. Describe your procedure for replacing malfunctioning equipment. How quickly will the equipment be replaced and at what cost to the University?

27. Is the cost of the supplies, such as signage and terminal paper for campus merchants' terminals charged to the University or free of charge?

28. The equipment currently utilized by the University appears in Appendix E. List the type of existing University equipment that you will support.

29. List the quantity, type, and cost of equipment the University would need to replace, as well as an explanation of why this equipment must be replaced.

30. List the quantity, type and cost of equipment that you recommend that the University replace, as well as an explanation for your recommendation.

31. A list of the software and third party service providers that are currently utilized by the University appears in Appendix E. Discuss your experience with working with these providers and your ability to support these current University functions.

32. Provide a list of the credit card and debit cards that you process.

33. Describe the authorization method you recommend for the University of North Texas. List and describe authorization alternatives.

34. What are the procedures to reverse an incorrect authorization?

35. Describe your ability to process foreign/international credit cards. Describe if the process is different from a card issued domestically.

36. Explain in detail the settlement, chargeback, and retrieval processes; include the proposed schedule, cut-off times, and availability of funds in University accounts. This should include the process for resolving any and all errors and the online abilities to review and respond to chargebacks.

37. Provide a detailed timeline of funds availability by card type.

38. Is settlement made by ACH or Fed wire?

39. Do you allow for multiple settlement accounts?

40. Are there limitations on the number of transactions that are contained in a batch, or processed daily?

41. Describe the ticket retrieval request process and turnaround time. How do these time frames compare to your Association rules?

42. What percentage of chargebacks are handled without merchant involvement?

43. Will you provide a designated contact person or a department to help us manage chargebacks?

44. Do you have the capability to store and retrieve transaction information, including signatures for bankcard transactions and non-bank card transactions? If so, do you have a system that enables the merchant to retrieve and receive this information online?

45. Describe your debit card processing capabilities. Which networks can you use?

46. Can you program a debit card transaction to the lowest cost network? Explain.

47. Can you process online debit transactions? Describe in detail each methodology for processing debit cards for internet transactions and the pros and cons of each. What is your recommendation for the University?

48. The University has some merchants who process pin-based transactions. Describe your process for supporting this type of transaction, the pros and cons of pin-based transactions, and your recommended action for UNT.

49. Do you offer processing solutions that perform:
a. Deferred billing?
b. Installment billing?
c. Recurring billing?

50. Discuss any processing requirements you may have, such as Address Verification Service, CVV2, or other requirements.

51. Is data imaging (e.g., signature capture) available? If so, describe your capabilities and how you would recommend that the University take advantage of this service.

52. Discuss in detail any training that you would offer to the University. Describe if training is conducted as 'train the trainer', or if direct training to merchant location staff is offered. For example, do you provide fraud-management training or awareness programs? Training regarding PCI Compliance or authorization/settlement process training, or training for online systems and reporting?

53. A link to a detailed listing of the University's merchant locations is provided in Appendix C. Based upon this listing as well as other details provided in this RFP, discuss any recommendations you would have for the University regarding its current merchant structure, equipment/software utilized, or products.

54. Describe the initiatives you have under way to enhance and streamline the merchant acquirer process and plans for utilizing new technology.

55. Describe the type(s) of guarantees/warranties you provide for your services and for your equipment.

56. Describe how updates and dissemination of industry-related rule or regulatory changes are handled.

57. Does your organization publish a newsletter covering industry issues, rules and regulations? How often is this distributed?

58. What specific feedback and suggestions do you regularly provide to the merchant to improve quality (e.g., recommendations on ways to reduce certain types of chargebacks, system or process modifications)?

59. What is your approach and philosophy toward new and emerging payments (mobile payments, pay-by-phone, tokenization, etc.)? Please list any types of emerging payments that you are working with your customers to implement. What resources can you provide to merchants that are considering adopting new and emerging forms of payment?

60. Some donations are accepted via telemarketing (telephone). Describe special features of how your system handles telemarketing donations.

61. Describe the discount rate structure in detail for each proposed card type.

62. Please complete the attached Pricing Template (Attachment C) based on our indicated volumes (for 2017) and service requirements. Identify all merchant cards processing fees, including both (1) the merchant cards firms pass thru interchange rates and assessments, and (2) your institution's merchant card processing fees. A total cost for the indicated volume in Attachment C is to be shown. Each proposal must show computational details for the total costs shown. Indicate the effective date of the interchange rates used to calculate the costs. Itemize any other fees and/or costs that may be charged to the University if you are selected to provide merchant acquirer services. Include any one-time or set up charges, research fees and all other fees that will or could be charged.

63. The merchant card charges that you propose may be subject to change based on actual VS/MC pass thru interchange rates and assessments. Please indicate whether you are submitting your proposal based on this premise. If a blended discount rate is proposed, describe how changes in interchange rates will be passed through.

64. The University of North Texas System has several high volume-low ticket merchant locations that could benefit from an alternative pricing structure. Describe any special arrangements or alternative pricing arrangements that could accommodate such locations.

65. Do you provide an ongoing proactive analysis of merchant processing fees to determine if merchants are processing payments cost effectively?

66. Describe your ability to settle on a gross basis. Include an example of what your monthly invoice would look like.

67. Describe how and when the University would be notified of interchange price adjustments.

68. Terminal lease/purchase/rental, installation and support should be included in the proposal.

69. Describe the processing platforms supported by your institution, including location. Describe in detail the platform pertinent to your recommended solution and how you arrived at your recommended platform for UNTS. Provide system specifications, if appropriate.

70. What is your standard file format and standard file transmission protocol? Provide file specifications.

71. What is your process for handling test transactions? Do you provide test cards and if so, what types?

72. How long will the processor maintain electronic back-up copies of each transmission?

73. Is your organization, including all subcontractors and third party processors, in compliance with all applicable current PCI DSS security standards? Has a third party qualified security assessor certified you as compliant? Please provide the appropriate documentation for proof of your compliance.

74. Indicate what Merchant Level (1, 2, 3, 4) you might categorize UNT for both Visa and MasterCard. Indicate whether you would apply the level criteria to each merchant location or to the University as a single entity.

75. Identify your PCI DSS support structure, including the compliance team, their backgrounds and professional certifications. How does your organization support your merchants' PCI DSS compliance efforts?

76. Provide a copy of your incident response procedures. Describe in detail how incidents are handled.

77. How do you support clients who have experienced a PCI DSS breach? Provide examples.

78. If you provide any online merchant portal services, please provide the PCI DSS compliance status of each portal service as well as any third party assessment of the portal.

79. Outline the security measures in place for the protection of data transmitted for processing, by method of transmission (dial, Internet, etc.).

80. Describe the security measures used to prevent unauthorized user access to either the system or the data.

81. Describe your local back up and/or redundant systems.

82. Describe your "hot-site" back up capabilities in case of a complete site failure. How often are they tested?

83. Describe the last time that use of your back up system was required, the circumstances and the length of time the backup system was in use.

84. What is the expected time frame to become operational should a catastrophic event occur?

85. Compare the mean time to repair and network response times for your primary and backup systems.

86. What are your established service levels for system availability?

87. Provide system availability statistics for the current and prior year.

88. Over the past year, what was the longest period that you were unable to authorize transactions? Describe the situation, including the source of the problem and the time it took to fix the problem.

89. Provide statistics on the up-time and reliability of your authorization system.

90. Provide your average response times for all authorization methods for both peak and normal periods.

91. Describe the daily and/or monthly reconciliation reports available to the merchant.

92. Provide samples of standard reports, including detail and summary reports.

93. What delivery methods are available (e.g., on-line, mail, e-mail, and fax)?

94. Explain the reporting process, include samples of reports, and describe the types of online reports that would be available to the University. Describe reporting resources that would be available to individual merchants.

95. If a merchant needs reports from a previous period, or a specific time frame, are they readily available? If not, indicate the typical time frame for retrieval. How long is reporting data stored in your system?

96. Describe how multiple merchant numbers are reported and the flexibility afforded the merchant for customizing the reports. Can the merchant "roll up" specific groups for reporting independent of others?

97. Describe ad hoc reporting capabilities and provide samples of these reports.

98. Individual campus/department terminal requirements may vary; however, all campus/departments may require "turnkey" terminal installation, training, and support services. It is critical that there be no interruption in processing credit cards. Describe the merchant implementation process in detail, outlining a conversion plan, and the steps in the process of bringing a merchant into production and the normal time frame for implementation.

99. If selected, suggest an implementation plan/timeline for conversion of all University merchant locations.

100. Describe the level and type of on-site support that will be provided during transition and conversion.

101. Specify the persons, by name and function, in your organization that have primary responsibility for merchant implementation and training.

102. Describe your customer service organizational structure. Is the customer service function performed in-house or is it outsourced or offshore? Please specify location.

103. Describe the responsibilities of the customer service personnel, including the chain of command for problem resolution.

104. Do you hold regular meetings with customers to review service? If so, describe frequency and topics of discussion.

105. Specify the hours of operation for the customer service unit, for the Central Time zone.

106. What are the established turn-around times for research items? What is your record for meeting the established response times?

107. Do you offer technical support for the software you provide or recommend? If so, please describe that support and provide the hours of operation.

108. Do you have a formal quality-improvement program for card processing? If so, describe.

109. What key performance measures do you track? What is the reporting frequency and period for each measure? What are your last three performance levels for each measure?

110. List any quality awards related to card processing received.

111. Please tell us anything more that we should know about the quality of your services.

5.3 Pricing/Fees

5.3.1 Complete Attachment C – Pricing Sheet (Excel spreadsheet**). This must be returned as a separate file in Excel format.**

5.3.2 Submit Pricing based on the estimates of volume listed in Attachment F.

5.3.3 UNTS wants maximum flexibility on whether or not to charge a service fee and how much to charge.

5.3.4 UNTS highly values transparency/clarity in pricing and fees. Communicate fees in an understandable way according to terminology as defined in Attachment B – Definition of Terms.

5.3.5 Lot 1 Electronic Payment Services Pricing Specifications
a. Provide specific and individual pricing for each service that could be provided by the Respondent and included in the Proposal (i.e. bill presentment, payment plan management,

cashiering functionality, 1098-T presentment, online payment processing for student tuition and fees and online shopping cart/e-Store payment processing for university departments).

b. Provide pricing options for the purchase of only one service from (a) and for the combination of multiple services in (a).

c. Provide the pricing included in (a) and (b) for one or more UNTS institution. The UNTS institutions may determine that multiple Respondents should be awarded contracts.

d. Describe, in detail, the services provided in the pricing.

e. Describe, in detail, ALL transaction fees for processing payments, billing statement generation, payment plans, file transfers and other associated fees.

f. Describe, in detail, all one-time charges.

g. Describe, in detail, all fees associated with configuration changes made by UNTS.

h. Describe, in detail, the services not included in the pricing. This should include configuration changes, assistance in making System delivered changes, updating to the next version of System, special reporting or other services.

i. Describe the charges associated with payment plans that are assessed to students.

j. Describe all value-added services provided beyond the requirements listed in this document. Provide the pricing for all value-added services.

5.3.6 Add any pricing specification for Lot 2, if appropriate

5.4 References

5.4.1 Present a minimum of five (5) references that represent institutions similar in size to UNTS, in the following format:

a. Company name
b. Contact name
c. Contact title
d. Contact phone number
e. Contact email

APPENDIX ONE

Section 1: Affirmations and Confirmations

1.1 Purpose

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

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

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

1.2 Inquiries and Interpretations

UNTS may in its sole discretion respond in writing to written inquiries concerning this RFP and mail its response as an Addendum to all parties recorded by UNTS as having received a copy of this RFP. Only UNTS's responses that are made by formal written Addenda will be binding on UNTS. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by UNTS prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes. This addenda shall be posted to UNTS' Bid Opportunities Web Page located at: https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities. Vendors are strongly encouraged to visit this page at least four (4) business days prior to submitting your response to ensure that you have received all applicable addenda.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist in Section 4 of this appendix. The Addenda Checklist should accompany the Proposer's proposal.

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

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

All information, documentation, and other materials submitted in response to this RFP is subject to public disclosure under the *Texas Public Information Act* (*Government Code*, Chapter 552.001, et seq.). Proposer will be advised of a request for public information that implicates their materials if those materials are marked "Confidential and Proprietary" and will have the opportunity to raise any objections to disclosure to the Texas Attorney General.

1.4   Type of Agreement
Refer to the attached Sample Service Agreement

1.5   Proposal Evaluation Process
UNTS will select Contractor by using the competitive sealed proposal process described in this Section.

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

At UNTS' sole option and discretion, UNTS may discuss and negotiate elements of proposals submitted with any or all proposers. Furthermore, UNTS may request presentations or system demonstrations from any or all proposers at no cost or obligation to UNTS.

After submission of a proposal but before final selection of Contractor is made, UNTS may permit a Proposer to revise its proposal in order to obtain the Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. UNTS is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to UNTS overall, as determined by UNTS according to the evaluation criteria contained herein.

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

1.6   Proposer's Acceptance of Evaluation Methodology
By submitting a proposal, Proposer acknowledges (1) Proposer's acceptance of [a] the Proposal Evaluation Process (ref. **Section 1.5** of **APPENDIX ONE**), [b] the Criteria for Selection (ref. **2.3** of this RFP), [c] the Specifications and, [d] the terms and all other requirements and specifications set forth in this RFP; and (2) Proposer's recognition that some subjective judgments must be made by UNTS during this RFP process.

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

1.8   Proposal Requirements and General Instructions
1.8.1   Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.
1.8.2   Proposals and any other information submitted by Proposer in response to this RFP will become the property of UNTS.
1.8.3   UNTS will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.
1.8.4   Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by UNTS, at UNTS's sole discretion.
1.8.5   Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP. Proposers are encouraged to completely address the evaluation criteria
1.8.6   UNTS makes no warranty or guarantee that an award will be made as a result of this RFP. UNTS reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in UNTS's best interest. UNTS reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to UNTS, at UNTS's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.
1.8.7   Any proposal that fails to comply with the requirements contained in this RFP may be rejected by UNTS, in UNTS' sole discretion.

1.8.8   Should a vendor wish to protest or dispute determinations or awards made in connection with this RFP, it shall be done by submitting a Letter of Protest/Dispute to UNTS Senior Director for Procurement Services outlining the issue to be considered.

1.9   Execution of Offer

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

1.10   Pricing and Delivery Schedule

Proposer must complete and return the Pricing Schedule (ref. Section 5 of this RFP), as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

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

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

1.11   Proposer's General Questionnaire

Proposals must include responses to the questions in Section 3 of Appendix 1.   Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.12   Addenda Checklist

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

1.13   Submittal

Proposer should submit all proposal materials enclosed in a sealed envelope, box, or container. The RFP No. (ref. Section 1.3 of this RFP) and the Submittal Deadline (ref. Section 2.1 of this RFP) should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and the return address of the Proposer should be clearly visible.

Proposer must also submit the number of originals of the HUB Subcontracting Plan (also called the HSP), if required, as directed by this RFP (ref. Section 2.5 of the RFP.)

Note: If proposal requires the submittal of an HSP, the completed HSP documents and the proposal response documents must be in separate sealed envelopes. Both envelopes are to be placed in a master container, and such master container should be marked in the lower left-hand corner wither the RFP number and name and Submittal Deadline, as stated above.

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

UNTS will not accept proposals submitted by telephone, proposals submitted by facsimile ("fax") transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to UNTS. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without UNTS's consent, which will be based on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to UNTS, in UNTS's sole discretion.

By signing the Execution of Offer (ref. Appendix One, Section 2) and submitting a proposal, Proposer certifies that any terms, conditions, or documents attached to or referenced in its proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP and (b) do not place any requirements on UNTS that are not set forth in this RFP or in the Appendices to this RFP. Proposer further certifies that the submission of a proposal is Proposer's good faith intent to enter into the Agreement with UNTS as specified herein and that such intent is not contingent upon UNTS' acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.

1.14   Page Size, Binders, and Dividers

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

1.15   Table of Contents

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

1.16   Pagination

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

Section 2: Execution of Offer

THIS <u>EXECUTION OF OFFER</u> MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S RESPONSE. . FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER'S RESPONSE MAY RESULT IN THE REJECTION OF THE PROPOSAL.

2.1   By signature hereon, Proposer represents and warrants the following:

2.1.1   Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between UNTS and Proposer; (3) UNTS has made no representation or warranty, written or oral, that one or more contracts with UNTS will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.

2.1.2   Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.

2.1.3   Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.

2.1.4   Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.

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

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

2.1.7   If selected by UNTS, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.

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

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

2.1.10   Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Proposer under any contract or agreement resulting from this RFP may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

2.2   By signature hereon, Proposer offers and agrees to furnish the services to UNTS and comply with all terms, conditions, requirements and specifications set forth in this RFP.

2.3   By signature hereon, Proposer affirms that it has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its submitted proposal. Failure to sign this <u>Execution of Offer</u>, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal lists at UNTS.

2.4   By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at UNTS's option, may result in termination of any resulting contract or agreement.

2.5   By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., *Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

2.6   By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.

2.7   By signature hereon, Proposer certifies as follows:

"Under Section 231.006, *Family Code,* relating to child support, Proposer certifies that the individual or business entity named in the Proposer's proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate."

2.8   By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of UNTS of North Texas System, on the other hand, other than the relationships which have been previously disclosed to UNTS in writing; (ii) Proposer has not been an employee of any component institution of the University of North Texas System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) no person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. Section 669.003, *Government Code*). All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before UNTS enters into a contract or agreement with Proposer.

2.9   By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

2.10 By signature hereon, Proposer affirmatively states that it does not boycott Israel, pursuant to Texas Gov't Code Section 2270.001. Additionally, Proposer shall not engage in a boycott of Israel during the term of this Agreement.

2.11 By signature hereon, Proposer affirms its compliance with Texas Administrative Code Title 1, Part 10, Chapter 213, Subchapter C, Rule §213.38, Electronic and Information Resources Accessibility Standards for Institutions of Higher Education.

2.12 By signature hereon, Proposer represents and warrants that all products and services offered to UNTS in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the *Texas Hazard Communication Act*, Chapter 502, *Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFP.

2.13 By signature hereon, Respondent will comply with and agree to use e-Verify in accordance with State of Texas Executive Order RP-80.

2.14 Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this <u>Execution of Offer</u>. All such disclosures will be subject to administrative review and approval prior to the time UNTS makes an award or enters into any contract or agreement with Proposer.

2.15 If Proposer will sell or lease computer equipment to UNTS under any agreements or other contractual arrangements that may result from the submission of Proposer's proposal then, pursuant to Section 361.965(c), *Health & Safety Code*, Proposer certifies that it is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Chapter 361, Subchapter Y, *Health & Safety Code* and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in Title 30, Chapter 328, Subchapter I, *Texas Administrative Code*.   Section 361.952(2), *Health & Safety Code,* states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act*,* the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

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

If Proposer is a Corporation, then list the State of Incorporation: _____

If Proposer is a Corporation, then list the Proposer's corporate charter number: _____

RFP No.: _____, Title: _____

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED, ON REQUEST, TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

_____
(Proposer Institution's Name)

_____
(Signature of Duly Authorized Representative)

_____
(Printed Name/Title)

_____
(Date Signed)

_____

(Proposer's Street Address)

_____

(City, State, Zip Code)

_____

(Telephone Number)

_____

(FAX Number)

_____

(Email Address)

Section 3: Proposer's General Questionnaire

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED, ON REQUEST, TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

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

3.1   **Proposer Profile**

Company's Legal Name:

_____

Address of principal place of business:

_____

_____

_____

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

_____

_____

_____

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any (mark "N/A" if not applicable) _____

Are you a certified Historically Underutilized Business (HUB)?   (check one)   ☐YES   ☐NO

If "Yes", please indicate the issuing authority _____
and include copy of your certificate in your bid response package.

THIS AREA LEFT INTENTIONALLY BLANK

Section 4: Addenda Checklist

Proposal of: _____
            (Proposer Company Name)

To: The University of North Texas System

RFP Title _____

RFP No.: _____

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

Note: Only check the boxes that apply. *For example, if there was only one addendum, initial just the first blank after "No. 1", <u>not</u> all 5 blanks below.*

    No. 1 _____   No. 2 _____   No. 3 _____   No. 4 _____   No. 5 _____

Respectfully submitted,

Proposer: _____
            (Company Name)

By: _____
            (Authorized Signature Name, print or type)

_____
            (Title)

_____
            (Date)

_____
            Signature (authorized signature)

-END-