



THE TEXAS
STATE
UNIVERSITY
SYSTEM

REQUEST FOR PROPOSAL

Request for Proposal (“RFP”) No: 758-19-00066

FOR

Merchant Services

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN:

Tuesday, June 4, 2019 AT 2:30 PM CENTRAL

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Issue Date: 5/8/19

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Section 1 – General Information

1.1 OBJECTIVE: The Texas State University System (“**TSUS**” or “**University**”) is soliciting proposals in response to this Request for Proposal RFP No. 758-19-00066 (this “**RFP**”), from qualified vendors to provide merchant services (the “**Services**” or “**Project**”). The University expects to enter into a contract with the selected firm or firms to provide the Services as further described in **Section 5** of this RFP.

This solicitation sets forth, at a minimum, the specifications, terms, conditions, and requirements to be considered for this solicitation. University will select the proposal(s) that offers the “best value” based on the published selection criteria and on its ranking evaluation of submitted proposals. Firms that respond to this RFP will be referred to as “**Proposers.**”

1.2 DESCRIPTION OF UNIVERSITY: The Texas State University System, founded in 1911, is the first higher education system established in Texas. Beginning as an administrative means to consolidate the support and management of state teacher colleges, TSUS has evolved into a network of higher education institutions stretching from the Texas–Louisiana border to the Big Bend region of West Texas.

Today, seven component institutions offer a broad range of academic and career opportunities. Throughout TSUS, faculty and staff are preparing students to work in and contribute to our global society. TSUS and its component institutions (“**Component Institutions**”) are:

- The Texas State University System Administration, Austin, Texas
- Lamar University, Beaumont, Texas
- Sam Houston State University, Huntsville, Texas
- Sul Ross State University, Alpine, Texas
- Texas State University, San Marcos, Texas
- Lamar Institute of Technology, Beaumont, Texas
- Lamar State College - Orange, Orange, Texas
- Lamar State College - Port Arthur, Port Arthur, Texas

The Texas State University System is governed by a nine-member Board of Regents appointed by the governor. In addition, a nonvoting student regent is appointed annually to the board. The administration, which is led by a board-appointed chancellor, is based in Austin, where it provides support to the Component Institutions and state government.

1.3 BACKGROUND & SPECIAL CIRCUMSTANCES: The Component Institutions, except the TSUS Administration Office which does not currently accept credit card payments, utilize merchant services for various payment types. Chase Paymentech is the current merchant services provider for the Component Institutions. **APPENDIX TWO – Usage Detail Summary** and **APPENDIX FOUR – Equipment and Card Usage** contain summarized information on merchant accounts, equipment and usage summaries for each Component Institution.

University intends to enter into a single agreement that will encompass all Component Institutions. University seeks to accomplish the following goals with the firm selected through this RFP:

- Reduce the number of processors and systems currently being used;
- Obtain the highest level of service for each Component Institution (regardless of size or location);
- Minimize costs;
- Streamline and improve operational efficiencies; and
- Utilize the best of both current and forward-looking technology.

1.4 CONTRACT TERM: The base contract term shall be for five (5) years, beginning on the effective date of the Agreement with Services provided through August 31, 2024.

University intends for Services to be provided seamlessly during any transitional time that may be required after award, if any, of this RFP. The selected firm must allow time to put in place any staffing, equipment or supplies required to begin providing the Services as of September 1, 2019.

1.5 SCHEDULE OF EVENTS:

- a. Issue RFP on or about: May 8, 2019
- b. Last Day for questions: May 20, 2019
- c. Proposals due: June 4, 2019 at 2:30 p.m. (Central Time)

1.6 CLASS AND ITEM (NIGP) CODES: The related Class and Item code(s) for goods / services requested are: 946-35

1.7 GROUP PURCHASING AUTHORITY: Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (ref. Section 51.9335, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP.

Texas institutions of higher education (“IHEs”) routinely evaluate whether a contract resulting from a procurement conducted by another IHE might be suitable for use, and if so, this RFP could give rise to additional purchase volumes. As a result, in submitting its proposal, Proposer should consider proposing a pricing model and other commercial terms that take into account the higher volumes and other expanded opportunities that could result from the eventual inclusion of other IHEs in the purchase contemplated by this RFP. Any purchases made by other IHEs based on this RFP will be the sole responsibility of those IHEs.

Section 2 – Notice to Respondents

2.1 PUBLIC INFORMATION: All information, documentation, and other materials submitted in response to this Solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, et seq.) after the Solicitation is completed.

- 2.1.1 University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act*, Chapter 552, and *Texas Government Code*.
- 2.1.2 Proposer is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise exempted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.
- 2.1.3 Information provided to Proposer by the University, including information from representatives of TSUS or any of its Component Institutions, and information provided to Proposer by members of the public or any other third party shall belong to the University.
- 2.1.4 Information created or otherwise produced by Proposer shall remain the exclusive property of Proposer. Proposer acknowledges any final report or papers will be provided in accordance with this RFP, and that any information contained in any report or papers, which Proposer believes is confidential under Texas law will be clearly designated as such by Proposer.
- 2.1.5 If the University receives a request for public information for any portion of any final report or papers that have been designated by Proposer to be confidential, the University will provide notice to Proposer and Proposer may submit a brief to the Office of the Attorney General, as provided by Chapter 552, Tex. Govt. Code.

2.2 POINT OF CONTACT: University designates the following person as its representative and Point of Contact for this RFP:

Jennifer DeLeon

Email: Jennifer.Deleon@tsus.edu

University instructs interested parties to restrict all contact and questions regarding this RFP to **written** communications with the Point of Contact. Proposers shall restrict all contact with University and direct all questions regarding this RFP in writing to the Point of Contact:

2.3 PROPOSER QUESTIONS: After the RFP is advertised, Proposers will have until **May 20, 2019** (the “**Question Deadline**”) to submit written questions, including questions regarding terms and conditions or for clarification of the proposal, to University’s Point of Contact (ref. **Section 2.2**). All questions submitted and received prior to the deadline will be reviewed, consolidated where possible, and answered in a written addendum. The addendum will be posted on the Texas Electronic State Business Daily (“**ESBD**”) at: <http://www.txsmartbuy.com/sp>. Enter “**758**” in the **Agency Number** field to search ESBD for

The Texas State University System solicitations. University will provide responses as soon as practicable following the Question Deadline however, University reserves the right to decline to respond to any question. It is the Proposer's responsibility to continually check the ESBD for Addenda.

2.4 CLARIFICATIONS AND INTERPRETATIONS: Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued formally by University as a written addendum. Addenda, if required, will be issued by University and posted on the ESBD (ref. **Section 2.3**). It is the responsibility of all Proposers to check the status of formal addenda before the submission deadline and to obtain this information in a timely manner. University intends to issue any required addenda a minimum of five (5) business days prior to the Submittal Deadline (ref. **Section 3.1**) to allow time for Proposers to review information and complete responses. All such addenda issued by University must be acknowledged by Proposers and incorporated into the RFP response (ref. **Section 7**).

2.5 EVALUATION OF PROPOSALS: It is the intent of the University to award a contract to the responsible, responsive Proposer(s) that submits a proposal that meets the minimum criteria set forth herein, and that represents the best value, per 51.9335 (b) Texas Education Code, to the University. All properly submitted proposals will be reviewed, evaluated, and ranked by University. Proposals will be evaluated by a review panel on the basis of the criteria and relative criteria weights listed below. Only criteria designated in the solicitation can be considered in the award determination.

EVALUATION CRITERIA AND WEIGHTED VALUES (100% maximum):

Best Value Criteria		RFP Specific Criteria	Weight
1	purchase price	Pricing (ref. Section 6 and APPENDIX THREE)	30%
2	the total long-term cost to the institution of acquiring the vendor's goods or services		
3	the reputation of the vendor and of the vendor's goods or services	Vendor Experience (ref. Section 9.1)	10%
4	the vendor's past relationship with the institution		
5	the quality of the vendor's goods or services	Quality of Services (ref. Section 9.2)	10%
6	the extent to which the goods or services meet the institution's needs	Operations & Processing Capabilities (ref. Section 9.3)	20%
		Technical Capabilities (ref. Section 9.4)	15%

		Reporting Capabilities (ref. Section 9.5)	15%
7	any other relevant factor that a private business entity would consider in selecting a vendor		

When considering 'best value' and award, the University reserves the right to set a minimum score requirement regarding the non-cost criteria listed in the table above.

2.6 PRESENTATIONS: University may, at its sole discretion, invite select responsive firm(s), at the firm(s) expense, to give an oral and/or written presentation and respond to questions. Presentations, at University's discretion, may be either on site at University's offices in Austin, Texas or by video conference.

2.7 NEGOTIATIONS: If possible, an award will be made without holding negotiations. If negotiations are necessary, they will be scheduled after all proposals are evaluated. Negotiations will only be held with Proposer(s) who have a reasonable chance of receiving contract award. Therefore, do not anticipate negotiations being held. Best and Final Offers will only be requested if negotiations are held. Proposer's are strongly encouraged to submit the best offer at the time proposals are due.

2.8 AWARD OF CONTRACT:

2.8.1 A response to this RFP is an offer to contract based upon the best price, terms, conditions and specifications contained herein. Proposals do not become contracts until they are accepted through a purchase order or fully executed contract. Any contract shall be governed, construed and interpreted under the laws of the State of Texas, and TSUS policy as the same may be amended from time to time. Any legal actions must be filed in Travis County, Austin, Texas.

2.8.2 **Tie Proposals:** Awards will be made in accordance with Rule 1 TAC Section 113.6 (b) and 113.8 (preferences).

2.8.3 **Multiple Awards and Utilization:** It may be determined that having the Services provided by multiple Proposers is more advantageous to University. University reserves the right to make multiple awards against this RFP. University will only pay for Services utilized and makes no guarantee of a maximum amount to be paid over the course of any contract that may result from the RFP.

2.8.4 **No Guarantee of Award:** University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification of any item contained in Proposer's proposal prior to final selection. Such clarification may be provided by telephone or personal meeting with or in writing to University, at University's discretion. Representations made by Proposer within its proposal will be binding on Proposer. University will not be bound to act by any previous communication or response submitted by Proposer, other than this RFP.

2.9 UNIVERSITY'S RESERVATION OF RIGHTS: University may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. University reserves the right to divide the Project into multiple parts, to reject any and all proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the Project. University makes no representations, written or oral, that it will enter into any form of agreement with any Proposer to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

2.10 ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its proposal in response to this RFP, Proposer accepts the evaluation process and acknowledges and accepts that the determination of the "best value" firm(s) will require subjective judgments by University.

2.11 NON-REIMBURSEMENT FOR COSTS: Proposer acknowledges and accepts that any costs incurred from the Respondent's participation in this RFP process shall be at the sole risk and responsibility of the Respondent. Respondents submit proposals at their own risk and expense.

2.12 CONFLICTS/CONTACT: Respondents shall not contact existing members of the TSUS Board of Regents, University employees, including those of Component Institutions about this RFP until the resulting contract(s), if any, are fully executed.

2.13 OWNERSHIP AND USE OF WORK MATERIAL: All work material, whether or not accepted or rejected by University, is the sole property of University and for its exclusive use and re-use at any time without further compensation and without any restriction.

2.14 TERMINATION/CANCELLATION: University may terminate any resulting agreement for any reason, including material changes to selected Proposer's firm, upon thirty (30) days written notice to the other party.

2.15 CERTIFICATE OF INTERESTED PARTIES: Pursuant to Texas Government Code 2252.908 and Texas Ethic Commission Rule 46, for contracts that either have a value of at least \$1 million or require approval of the TSUS Board of Regents, a business entity (vendor) must submit a copy of the Disclosure of Interested Parties (Texas Ethics Commission Form 1295) filed with the Texas Ethics Commission when the business entity submits the signed contract. No such contract may be presented to the TSUS Board of Regents for approval without the disclosure. By submitting a proposal in response to this RFP, Proposer agrees to comply with this law. Information on the Disclosure of Interested Parties can be found at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Section 3 – Requirements of Proposal

3.1 PROPOSAL SUBMITTAL DEADLINE AND LOCATION: University will receive proposals for this RFP at the time and location described below. The Proposer (not University, the carrier, mail service/courier, or other party) is solely responsible for ensuring that the proposal is received by the Point of Contact, in the format described below (ref. Section 3.3), **prior** to the specified due date and time noted in this Section.

Submittal Deadline: Tuesday, June 4 at 2:30 PM CENTRAL

The Texas State University System
Attn: Jennifer DeLeon
601 Colorado Street
Austin, Texas 78701
Re: RFP 758-19-00066

NOTE: A public opening of responses will not be conducted for this RFP.

3.2 HISTORICALLY UNDERUTILIZED BUSINESSES: It is the policy of the University to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (“**HUBs**”). Accordingly, University has adopted a policy on the Utilization of Historically Underutilized Businesses. The policy applies to all contracts with an expected value of \$100,000 or more. If University determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the proposal. Failure to submit a required HUB Subcontracting Plan form will result in rejection of the proposal.

3.2.1 University has determined that subcontracting opportunities are not probable under this RFP.

3.2.2 A HUB Subcontracting Plan is not required for this RFP.

3.3 PROPOSAL FORMAT AND REQUIRED COPIES:

3.3.1 **Unacceptable Proposal Delivery Methods:** University will not accept proposals in response to this RFP that are submitted by telephone, facsimile (fax) transmission, or electronic mail.

3.3.2 **Proposal Envelope/Box/Container:** Proposal must be placed in a sealed envelope, box, or container that is completely and properly identified with the name of Proposer’s firm, RFP number, due date and time. It is the Proposer’s responsibility to have the proposal correctly marked, addressed and delivered to University by the Submittal Deadline for receipt by the Point of Contact.

3.3.3 **Format for Proposal:** Proposer shall make every effort to present the required information in a detailed, orderly, and compact presentation. Proposer should provide visual examples of functionality to clarify and reinforce key product features and services. Long or elaborate proposals are not desired. Sections will be tabbed and clearly labeled for ease of review and evaluation.

Proposer should submit the complete proposals, both the paper and electronic copies, using a format substantially similar to the following in terms of order of content:

- A. Cover page
- B. Table of Contents
- C. Executive Summary of Proposal
- D. Pricing and Delivery Schedule (ref. **Section 6**)
- E. Response to APPENDIX THREE – Schedule of Proposed Fees
- F. Execution of Offer (ref. **Section 7**)
- G. Proposer’s Questionnaire (ref. **Section 8**)
- H. Additional Questions Specific to RFP (ref. **Section 9**)
- I. Statement of agreement with terms or redlined agreement (ref. **Section 10**)
- J. Add additional proposed contracts, forms or documents that would require University signature or agreement to receive Services.
- K. Supplemental Information: Proposer may submit any additional information Proposer feels is relevant to the proposal. This information must be clearly labeled as “Supplemental Information” and in a separate tabbed section of the proposal.

NOTE: Proposers are responsible for submitting all required information as requested in this RFP. The above listing of items to be included in the proposal submission is a summary provided to aid Proposers in putting together the proposal package. Any items stated in other Sections of the RFP, but not listed in this Section, are still required to be provided as part of the proposal submission.

3.3.4 Required Copies: Proposer must submit (a) six (6) complete paper copy of its entire proposal and (b) one (1) USB flash drive with the individual and separate files as described below. The USB flash drive must include a protective cover and be labeled with Proposer’s name and the RFP number. An *original* signature by an authorized officer of Proposer’s firm must appear on the Execution of Offer (ref. **Section 7**) of the electronic copy of the entire proposal and at least one (1) paper copy of the submitted proposal. The paper copy of the Proposer’s proposal bearing an original signature should contain the mark “original” on the front cover of the proposal.

The USB flash drive must contain the following four (4) individual and separate files:

- A. One (1) complete electronic copy of the entire proposal, in a single .pdf file;
- B. One (1) electronic copy of the proposal in a single .pdf file that **does not** contain pricing information relative to **Section 6** or **APPENDIX THREE**;
- C. One (1) electronic copy of the completed **APPENDIX THREE**; and
- D. One (1) redlined electronic copy of **APPENDIX ONE**, if applicable, in an editable format (i.e. Microsoft Word)

3.5 PRICING: Proposer shall provide all-inclusive pricing as requested in **Section 6** of this RFP. All pricing must be in United States Dollars.

3.6 EXECUTION OF OFFER: Proposer must complete, sign and return the attached Execution of Offer (ref. **Section 7**) as part of the proposal. The Execution of Offer must be signed by an

authorized officer of Proposer's firm duly authorized to bind the Proposer to its proposal. Failure to sign and return the Execution of Offer will result in the rejection of the proposal.

3.7 PROPOSER'S QUESTIONNAIRE: Proposer must completely answer all questions asked in **Section 8** (Proposer's Questionnaire). By submitting a proposal, Proposer certifies that, to the best of its knowledge, all responses are true, correct and complete.

3.8 ADDITIONAL QUESTIONS SPECIFIC TO RFP: Proposer must completely answer all questions asked in **Section 9** (Additional Questions Specific to RFP). By submitting a proposal, Proposer certifies that, to the best of its knowledge, all responses are true, correct and complete.

3.9 VALIDITY PERIOD: By submitting a proposal in response to this RFP, Proposer accepts that the proposal will remain valid for a minimum of one hundred eighty (180) days after the submittal deadline to allow time for evaluation of proposals, award determination, and any unforeseen delays.

Section 4 – Terms & Conditions of Proposal

The items below apply to and become a part of proposal. Exceptions cannot be taken to the RFP document itself, nor can it be redlined. These actions may result in Proposer's disqualification. Only additions / modifications to **APPENDIX ONE** (ref. **Section 10**) will be considered by University.

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.

4.1 PROPOSAL REQUIREMENTS AND GENERAL INSTRUCTIONS:

- 4.1.1 **Rules, Regulations & Statutes:** University is an agency of the State of Texas. Proposers must comply with all rules, regulations, and statutes relating to purchasing of the State of Texas, The Texas State University System Rules and Regulations, in addition to the Terms and Conditions of this form. Upon engagement, any successful Proposer shall confirm its compliance with all necessary State and/or Federal requirements relative to work performed.
- 4.1.2 **Submittal Deadline Exception:** In the event that University is closed due to inclement weather and/or emergency situations on the designated Submittal Deadline, the Submittal Deadline will default to the next open business day at the same time.
- 4.1.3 **Late or Unsigned Proposals:** Late and/or unsigned proposals will not be considered under any circumstances. Person signing the proposal must have the authority to bind Proposer's firm in a contract. The Proposer (not University, the carrier, mail service/courier, or other party) is solely responsible for ensuring that the complete proposal is received in The Texas State University System's Office prior to the specified opening date and time.
- 4.1.4 **FOB Designation:** Shipping terms will be FOB Destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 4.1.5 **Pricing:** Proposal prices are requested to be firm for University acceptance for 90 days from proposal opening date (unless otherwise stated in specifications). Proposers must price per unit shown. Unit prices shall govern in the event of extension errors. "Discount from list" proposals are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts will be taken if earned. All costs/pricing must be in United States dollars. University will not recognize or accept any charges or fees to perform Services that are not specifically stated in the Pricing and Delivery Schedule.
- 4.1.6 **Tax Exempt:** Purchases made for State use are exempt from the State Sales tax and Federal Excise tax, per Texas Tax Code, Section 151.309(4). Do not include tax in the proposal.
- 4.1.7 **Right to Accept or Reject:** University reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interests of the University and the State of Texas.
- 4.1.8 **Withdrawal:** Any proposal may be withdrawn prior to the date and time set for receipt of proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for

a period of 90 days, to provide the commodity or service set forth in the specifications, or until a selection has been made by University.

- 4.1.9 **Proposal Costs:** Proposers electing to respond to this RFP are responsible for any and all costs of proposal preparation. University is not liable for any costs incurred by a Proposer in response to this RFP.
- 4.1.10 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University's sole discretion.
- 4.1.11 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, at University's sole discretion.

4.2 SPECIFICATIONS:

- 4.2.1 **Brand Name Descriptive:** Catalogs, brand names or manufacturer's references indicate the type and quality required by University. Proposals on brands of like nature and quality will not be considered unless otherwise stated in the RFP. If proposing other than brand referenced, proposal will show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the proposal.
- 4.2.2 **New Items:** Unless otherwise specified, items shall be new and unused and of current production.
- 4.2.3 **Samples:** Samples, when requested, must be furnished free of expense to the State. Each sample should be marked with the Proposer's name, address, and RFP number. Do not enclose in or attach proposal to sample. All samples become the property of University.
- 4.2.4 **Oral Statements:** University will not be bound by any oral statement or representation contrary to the written specifications of the RFP.
- 4.2.5 **Manufacturer's Warranty:** Manufacturer's standard warranty shall apply unless otherwise stated in the RFP.
- 4.2.6 **Warranty-Product:** Proposer shall not limit or exclude any implied warranties and any attempt to do so shall render any potential contract voidable at the option of University. Proposer warrants that the goods proposed and furnished will conform to the specifications, drawings, and descriptions listed in the RFP, and to the sample(s) furnished by Proposer, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

4.3 NON-DISCLOSURE: No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of University.

4.4 CONFLICTS: In event of a conflict between standard proposal requirements and conditions and the attached detailed specification, the detailed specification shall govern.

4.5 PROPOSER AFFIRMATION: Submitting a proposal with a false statement is material breach of contract and shall void the submitted proposal or any resulting contracts, and the Proposer shall be removed from all proposal lists. By submitting a proposal, the Proposer herein affirms:

- 4.5.1 **Vendor Ethics - Gratuities:** As an agency of the State of Texas, University holds the trust of the public. All Proposers and persons doing business with University must provide the highest level of ethics and service in all business interactions. A Proposer shall not give, offer to give, nor intend to give at any time any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a University employee that might reasonably appear to influence the employee in the discharge of official duties. TSUS may, by written notice to the Proposer, cancel this contract without liability to without incurring liability if it determined that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent or representative of the Proposer, to any officer or employee of University or its Components with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by University pursuant to this provision, University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Proposer in providing such gratuities.
- 4.5.2 If Proposer is a taxable entity as defined by Chapter 171, Texas Tax Code ("Chapter 171"), then Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, 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.
- 4.5.3 Neither the Proposer nor the firm, corporation, partnership, or institution represented by the Proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State 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.
- 4.5.4 Under Section 2155.004, Texas Government Code, a state agency may not accept a proposal or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the proposal or contract is based. By submitting a proposal in response to this RFP, Proposer certifies and affirms that: 1) Proposer has not received compensation for participation in the preparation of the specifications for this RFP; and 2) the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 4.5.5 If applicable, pursuant to Texas Family Code, Title 5, Subtitle D, Section 231.006(d), regarding child support, the Proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that any contract resulting from this RFP may be terminated, and payment may be withheld if this certification is inaccurate. Furthermore, any proposer subject to Section 231.006 must include the names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the proposal. If awarded this RFP, Proposer will provide this information to University prior to contract execution.
- 4.5.6 Pursuant to Section 2155.004 Government code regarding collection of state and local sales and use taxes, the Proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges

that this contract may be terminated and/or payment withheld if this certification is inaccurate.

4.5.7 Proposer agrees that any payments due under any resulting contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

4.5.8 Proposer certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, Proposer will submit the following information in response to this Section with their response in order for the proposal to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of separation from State Agency: _____

Position with Proposer: _____

Date of Employment with Proposer: _____

Section 5 – Scope of Work

The purpose of this RFP is to solicit proposals to enter into a contract with a qualified and experienced firm(s) to obtain timely and professional Services as described herein. The successful Proposer, if any, is referred to as the “**Contractor.**” Services described in this RFP will be provided to, and on behalf of, TSUS which includes all Component Institutions.

Proposers shall submit a complete response to all requirements and specifications set forth in this RFP. Proposers may expand or offer any additional suggestions and/or services that their firm feels may benefit University in addition to the requirements listed in this RFP (ref. **Section 8.4**).

Contractor must be fiscally sound and able to provide the required Services throughout the contract term. University represents public funds and as such requires full transparency and disclosure on financial matters.

Contractor will provide the following Services to University:

5.1 Merchant Services

Contractor will provide merchant services that allow University to securely and efficiently accept and process credit and debit card payments for various goods and services including, but not limited to:

- Student registration;
- Transcripts;
- Continuing education;
- Sports and recreational events;
- Retail sales;
- Copy services;
- Parking services;
- Hotel services;
- Library services;
- Publications; and
- Various departmental charges.

Contractor will provide all equipment, hardware, software, services and training required to implement Services by September 1, 2019

5.2 Payment Types

Contractor’s will accept various type of payments and guarantee cardholder’s information is secure. Credit cards (Visa, MasterCard, American Express, and Discover) will be accepted in-person (via a point of sale system) or via web, mobile platform, phone, EMV, P2PE. IP terminal, or NFC (e.g. Apple Pay, Android Pay, etc.). Transactions may be PIN or PINLESS based.

5.2.1 Online Payments

Online payment transactions must be secure and provide cardholders with an easy checkout method. Contractor will provide integration with University's payment gateways to encrypt and run credit card information securely. Payment gateways will have point-to-point encryption and meet Level 1 PCI Compliance standards.

5.2.2 Point of Sale System Payments

- A. Provide ability to run activity reports
- B. Provide Mobile Payment Options (i.e. Cellular/wireless terminals, P2PE hardware for Android and/or iOS devices)

5.3 Credit Card Processing

5.3.1 Customer Service Requirements

Contractor will provide University with items related to the provision of Services that include but are not limited to:

- A. Dedicated customer service representative or team;
- B. Promotional support (i.e. signs, stickers, and supplies);
- C. Opportunities for business reviews;
- D. Timely updates on PCI or other related rules and regulations;
- E. Dispute resolution and escalation plans for cardholders and merchants;
- F. Set up new merchant accounts as requested by University;
- G. Multilingual customer service support;
- H. End user and administrator training (on hardware, software, fraud awareness / management, etc.); and
- I. Technical service support provided Monday – Friday from 8:00 am to 5:00 pm Central Time.

5.3.2 Hardware & Software Requirements

Contractor will provide:

- A. All hardware (credit card readers, terminals, pin pads, etc.) and software (collectively, the "**System**") required to accept and authorize payments;
- B. A maintenance plan for any leased equipment; and a
- C. Minimum of five (5) year warranty on purchased equipment;

Contractor's System will:

- D. Accept / support all major payment types, debit cards, gift cards, corporate cards, and new emerging options (i.e. Apple Pay, P2PE);
- E. Be compatible with Micros, TouchNet, CBORD, Bluefin, and PayPal Payflow;
- F. Accept EMV technology across all platforms;
- G. Maintain Level 1 PCI compliance; and
- H. Provide the ability to:
 - Correct duplicate transactions

- Defer billing, collect installment payments and perform recurring billing
 - Correct duplicate transactions
 - Reverse or recall incorrect authorizations
 - Process after authorization returns
 - Authorize and settle transactions
 - Provide address verification and shipping date (“AVS”) compliance
 - Provide network and fraud monitoring
- I. Provide Component Institutions with complete and timely online reporting. Reporting function will be comprehensive and allow for customization, including the ability to download, define and sort information at various levels including merchant and relationship levels by individual institution.
- Rate & Fee Analysis Reporting
 - Effective Rates
 - Monthly Merchant Statements

5.4 PCI compliance validation will only be performed by QSA certified staff.

5.5 Perform additional duties, tasks or services not specifically identified but related to the Services described in this RFP if needed and when mutually agreed upon in writing by both parties.

Section 6 – Pricing & Delivery

6.1 PRICING FOR WORK AND EXPENSES: Proposer shall include in response to this Section any and all costs associated with the Services (at a firm fixed price) as requested in **Section 5** or any other part of this solicitation. Pricing must be in United States Dollars and is considered all inclusive. Pricing will be held firm for the initial two (2) years of the contract term. Annual increases for years three (3) through five (5) of the contract term may be considered by University if requested by Contractor. University will *not* reimburse Contractor for expenses related to performance of the Services.

Provide the following information in response to APPENDIX THREE (30%):

- A. Base Pricing Model: University requires an “Interchange Plus” pricing model. Indicate the processor markup percentage and amount to be charged per transaction in Tabs 1, 2 and 3.
- B. Merchant Service Fees: Provide all additional transactional, scheduled, incidental and equipment fees, if any, associated with providing the Services that each participating Component Institution will be charged in Tabs 4 and 5. Complete all tabs / worksheets. Indicate if fees are required or optional based on Services requested in Section 5.
- C. Provide a pro forma analysis based on University’s indicated volumes and service requirements by completing Tab 3.

**Note: Proposer must fully complete all worksheets in APPENDIX THREE – Schedule of Proposed Fees.*

- D. Promotional Support: Provide the amount of monetary support, if any, that will be provided to each participating Component Institution for promotional activities (i.e., advertising allowance) each year of the contract term:

\$ _____

6.2 DELIVERY: Indicate number of calendar days needed to commence performance of the Services after contract execution:

_____ Calendar Days

6.3 INVOICING: Contractor will invoice University each month. Invoices must reference the valid contract number, description and date range of Services and itemize charges. Invoices should be submitted via email to each Component Institution.

6.4 PAYMENT TERMS: University’s standard payment terms are “net 30 days” as mandated by the *Texas Prompt Payment Act* (ref. [Chapter 2251, Government Code](#)).

Indicate below the prompt payment discount that Proposer offers:

Prompt Payment Discount: _____% _____ days/net 30 days.

[Section 51.012, Education Code](#), authorizes University to make payments through electronic funds transfer methods. Proposer agrees to accept payments from University through those methods, including the automated clearing house system (ACH). Proposer agrees to provide Proposer’s banking information to University in writing on Proposer letterhead signed by an authorized representative of Proposer’s firm. Prior to the first payment, University will confirm banking information. Changes to bank information must be communicated to University in writing at least thirty (30) days before the effective date of the change and must include an [IRS Form W-9](#) signed by an authorized representative of firm.

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with [§151.309, Tax Code](#), and [Title 34 TAC §3.322](#). Pursuant to [34 TAC §3.322\(c\)\(4\)](#), University is not required to provide a tax exemption certificate to establish its tax exempt status.

Section 7 – Execution of Offer

Proposer shall complete, sign, and submit this Execution of Offer with their proposal response. The Execution of Offer must be signed by an officer of Proposer duly authorized to bind the Proposer to its proposal. Failure to sign the Execution of Offer will result in the rejection of proposal.

7.1 In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any and all commodities or services at the prices quoted.

7.2 By signature hereon, the offeror hereby certifies that he/she is not currently delinquent in payment of any franchise taxes owed the State of Texas under Chapter 11, Tax Code.

7.3 By executing this offer, offeror affirms that he/she has not given, offered, or intends to give at any time hereafter, any economic opportunity, future employment, gift loan, gratuity, special discount, trip, favor, or service to public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the offeror shall be removed from all proposal lists.

7.4 By the signature hereon affixed, the offeror hereby certifies that neither the offeror or the firm, corporation, partnership, or institution represented by the offeror or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal anti-trust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. By signing this offer, offeror certifies that if a Texas address is shown as the address of the offeror, offeror qualified as a Texas Resident Proposer as defined in Rule 1 TAC 113.8.

7.5 Acknowledgement of Addenda: The undersigned Proposer hereby acknowledges receipt of the following Addenda issued as a part of this solicitation (initial only if applicable).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____
Note: If there was only one (1) Addendum issued, initial just the first blank after No. 1, not all five (5) blanks above.

Federal Employer Identification Number (FEIN): _____

Proposer/Company: _____

Signature: _____ Date: _____

Name (typed/printed): _____

Title: _____

Address: _____

Telephone Number: _____ E-mail: _____

Section 8 – Proposer’s Questionnaire

The Proposer recognizes that in selecting a Contractor, University will rely in part on the answers provided in response to this Section. Accordingly, Proposer certifies that to the best of its knowledge, all responses are true, correct and complete.

All Proposals submitted must contain full and complete responses to each of the following questions about Proposer’s firm (“**Company**”). Proposer must demonstrate the ability to successfully provide the Services. If a Proposer cannot meet any qualifications or responsibilities, it must state that, and when appropriate, offer an alternative response. Failure to respond to any item listed may disqualify the Proposal.

8.1 COMPANY PROFILE:

8.1.1 Legal name of company: _____

Federal Tax ID #: _____

Address of principal place of business: _____

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

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

NOTE: If Proposer is a subsidiary, University prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.

8.1.2 State whether Proposer will provide a copy of Company financial statements for the past two (2) years, if requested by University.

- 8.1.3 Provide financial rating of Company and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.
- 8.1.4 Provide a brief history of the Company. Indicate the number of years the Company has provided the type of services for which this proposal is submitted.
- 8.1.5 Present evidence that the Company is licensed to solicit business in the State of Texas. Include a copy of the license(s).
- 8.1.6 Identify the organizational status of the Company, i.e., corporation, partnership, or sole proprietorship. Include the date of incorporation, name of corporate president/principals, and federal employment identification number (corporations) or social security number (sole proprietorship).
- 8.1.7 Does any relationship exist by relative, business associate, capital-funding agreement, or any other such kinship between the Company and any employee, officer or Regent of University, including Component Institutions? If so, please explain.
- 8.1.8 Is the Company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 8.1.9 Is the Company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
- 8.1.10 Provide any details of all past or pending litigation or claims filed against the Company that would negatively impact the Company's performance under any agreement with University.
- 8.1.11 Provide the name, title, email and telephone number of the individual who will serve as the primary day-to-day contact for University should a contract be awarded to Company.

8.2 QUALITY OF SERVICE:

- 8.2.1 Discuss how Company maintains relationships with clients and provides high-level customer service to clients.
- 8.2.2 Describe the Company's plan to maintain effective communication with University.
- 8.2.3 Will Company provide a yearly performance review to University including suggested improvements and future roadmaps? If so, explain.
- 8.2.4 Describe Company's service support philosophy, how it's implemented, and how success in maintaining the philosophy is measured.
- 8.2.5 Describe service approach Company will use and how quality of service will be measured for this project.

8.2.6 Describe the training afforded Company employees.

8.2.7 Describe the types of reports or other written documents Company will provide (if any) and the frequency of reporting, if more frequent than required in this RFP. Proposer will include samples of reports and documents if appropriate.

8.3 MISCELLANEOUS:

8.3.1 Provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to University. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

8.3.2 Provide details describing any unique or special services or benefits offered or advantages to be gained by University from doing business with Company. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

8.3.3 Describe, or provide a copy of, Company's contingency plan or disaster recovery plan in the event of a disaster.

8.3.4 Describe any difficulties Company anticipates in performing its duties under the Agreement with University and how Company plans to manage these difficulties. Describe any assistance Company would require from University.

8.4 ADDITIONAL CONSIDERATIONS: Describe any additions or changes to the Scope of Work that Company would suggest in order to successfully meet the objective of this RFP or that may be of benefit to University. Any additions, changes or suggestions should be clearly described and defined for University's consideration. University reserves the right to incorporate any such additions, changes or suggestions into the Agreement.

Section 9 – Additional Questions Specific to RFP

The Proposer recognizes that in selecting a Contractor, University will rely in part on the answers provided in response to this Section. Accordingly, Proposer certifies that to the best of its knowledge, all responses are true, correct and complete. University reserves the right to contact each and every reference or contact name listed in response to this RFP at any time and shall be free from any liability to Proposer for conducting such inquiry. To be considered, Proposer must address and include a response to each question in this Section in their proposal in the order asked and following the same numbering format.

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

9.1 VENDOR EXPERIENCE (10%)

1. Provide references from three (3) of Proposer's current customers for services that are similar in scope, size, and complexity to the Services described in this RFP. University prefers references that have a similar multi-institution structure and comparable volumes.

Provide the following information for each customer:

- Customer name and address;
 - Contact name with email address and phone number;
 - Time period in which work was performed;
 - Short description of work performed.
2. Has Proposer worked with University or one of the Component Institutions in the past five (5) years? If "yes," state University contact (or Component Institution name, department name, and department contact) and provide a brief description of work performed.

Background

3. Describe Proposer's firm and include the following: major lines of business; and name, number and location of divisions or operating units, the latest annual report or 10K and other relevant financial information as applicable.
4. Provide current short- and long-term ratings for Proposer's firm from two (2) nationally recognized ratings agencies.
5. Provide a brief history and background of Proposer's firm, including parent and/or subsidiary companies relating to merchant card services. Describe Proposer's organizational structure especially as it applies to service provision and customer service. Does Proposer have any joint ventures in place for merchant services? Explain.
6. How long has Proposer offered merchant card processing services? Describe Proposer's future strategy as it relates to merchant services.

7. What other related services, if any, does Proposer offer?
8. Does Proposer use a third party for any segment of customer services or card processing services? If yes, explain fully.

References & Client Base

9. Specify the category and number of customers for which Proposer's firm is currently providing card processing services. How many higher education institutions/merchants does Proposer currently serve? What was the firm's total transaction count and dollar amount processed from 2013-2018? Indicate by sector (higher education, private, etc.)
10. What is the daily average number of transactions currently processed? What is the firm's maximum daily processing capacity?
11. Which processing center(s) will be used to perform the Services if Proposer is awarded this RFP? Is the processing structure designed for redundancy to address disaster situations? How often are systems tested?
12. What is the transaction volume of Proposer's largest customer? Given the volume of the University, how would University be classified? (i.e. Large corporate, small business, etc.)
13. How do the University's peak periods (fall, spring and summer registrations) compare to Proposer's system-wide peak periods?
14. Does Proposer have customized programs for higher education? Describe fully.
15. Explain why Proposer believes it was able to win its last two customers from competitors.
16. Provide any additional information that is relevant to this RFP and Proposer's capabilities to provide the services requested (e.g., product brochures, articles in trade journals).

9.2 QUALITY OF SERVICE (10%)

Relationship Representatives

17. List the names, titles, phone, location, and e-mail addresses and provide *brief* biographies of the relationship representatives and senior management that would be *directly* involved in and responsible for any contract resulting from this RFP.
18. Describe the relationship management team structure that will service the account, with functional responsibilities and their position in the overall firm. Will there be local representation for all the Component Institutions?
19. How will services be provided equally to all Component Institutions; on implementation and on an on-going basis? Will the same core representatives be designated for all Component Institutions? Describe the responsibilities of the customer service personnel, including the chain of command for problem resolution.

20. What is the expected turn-around time on issue resolution? Is there any guarantee on the timing and escalation of issues? What is Proposer's escalation failure rate by tier?
21. How often will Proposer meet and review with the Component Institutions to ensure they are receiving the lowest discount / interchange rates and prevent downgrades?

Customer Service

22. Describe how Proposer engages customers to review service levels and customer satisfaction. Does Proposer host or sponsor focus groups, on-site training, user groups, etc.? If so, describe the frequency and topics of discussion.
23. What are the hours of operation for the customer service unit in the Central Time Zone? What support methods are available (phone, email, live chat, etc.) Is customer service centralized to handle all types of support issue and inquiries? Describe Proposer's multilingual customer service support capabilities.
24. How will Proposer help the Component Institutions to reduce merchant services costs and manage downgrades? What reporting and tools does Proposer have to assist the Component Institutions in this process? What education assistance is directed to a decentralized organization like the University to achieve processing efficiency?
25. Describe the dispute process and procedures for both cardholders and merchants.
26. What are the procedures to correct duplicate transactions? Does Proposer's system identify and eliminate duplicate transactions automatically? Describe process.
27. Does Proposer offer processing solutions to perform (a) deferred billing, (b) installment billing and (c) recurring billing? If yes, briefly describe solutions.
28. Describe maintenance and replacement services for equipment. Are all terminals and other equipment available on a rent, lease or purchase basis? Describe Proposer's options including warranty time frame. Note: All costs for the service, shipping, etc. must be reflected in APPENDIX THREE.
29. Does Proposer periodically provide cost-of-acceptance analyses for clients to ensure the best application and advantage?
30. Describe the primary help-desk escalation process for equipment assistance.

Firm Competitive Position and Future Commitment to Providing Services

31. What differentiates Proposer's firm and the service offered from that of other acquirers / processors?
32. How does Proposer stay current and competitive in merchant services?
33. What steps have been taken or will be taken to incorporate P2PE technology?

34. Explain Proposer's representation on MasterCard or Visa boards or committees.
35. What new services or features has Proposer implemented in the past two years? Describe any new services / technologies currently being implementation.
36. Does Proposer anticipate major changes in hardware in the next three years with P2PE? If so, what changes should University anticipate and how should it plan for those changes on hardware issues?
37. What formal or informal bank / vendor relationships does Proposer have and how can they be leveraged in merchant card processing?
38. Does Proposer have Near Field Communication capability and does it support Apple Pay, Google Pay, Samsung Pay, etc.?
39. Describe Proposer's research, development and security staff. Quantify the resources dedicated to university processing.

9.3 Operations & Processing Capabilities (20%)

Card Acceptance/Interface Processing

40. Describe Proposer's ACH services if available. Provide details on NACHA file transmission, reporting and returned item handling. Are the transactions bundled by day and by merchant id? Can the settlement date be provided on the CTX information?
41. Describe the hardware and software that University will use for the acceptance of credit and debit cards (a) with card present and (b) card not present, (c) using an IVR application, (d) via e-Commerce (internet), and (e) pin-based debit (f) swipe technology, (g) EMV. Include the interface requirements and all compatibility issues. Will Proposer provide the equipment on a lease or purchase basis? Provide specific models and versions of hardware supported by application including what EMV and P2PE terminals and pin-pads that will be available to University under any resulting agreement. This information must be listed in Proposer's response to APPENDIX THREE on Tab 5 - Equipment
42. Describe Proposer's equipment maintenance plan and turnaround time to replace equipment. What is Proposer's maintenance and / or replacement policy for leased equipment? Are there measures in place to restrict who can request equipment replacement? If yes, describe.
43. Can the firm process transactions from various gateways including Verisign Payflow Pro, Payflow Link, TSYS, Cypersource, and LinkPoint? Describe fully. Describe the process to add additional third-party gateways. Indicate all payment gateways supported and address all fees for setup, monthly recurring charges and per transaction fees in APPENDIX THREE.

44. What integration options does Proposer offer for TouchNet, PayPath, ReadyPartners, Marketplace, Bill+Payment, etc.?
45. What emerging hardware options would be available to University (e.g. cellular, NFC mobile wallet, LoopPay, Barcode, P2PE, mobile/wireless, and Cloud) as part of the System if Proposer were awarded this RFP?
46. Describe telephone authorization options in the case of communication failures.
47. What supplies will be provided by Proposer's firm with a maintenance contract, if applicable?

Authorization Processing

48. What authorization methods does Proposer's firm support, and which are recommended for the University (e.g., dial, mainframe dial remote job entry, lease line, frame relay, Internet)? List and describe alternatives. List any processor specific hardware needed to support each option.
49. What are the procedures to reverse/recall an incorrect authorization? Describe how an after-authorization return would be handled.
50. Does Proposer have the ability to process internationally? List any countries and currencies where University could not authorize and settle transactions using toll-free numbers.
51. Describe any limitations on processing such as assigned "windows" for obtaining authorizations or settlement, number of files allowed per day, the number of transactions and/or dollar limits per file, or dollar amount per transaction authorized and settled? What limitations are set by batch? Daily processing? Are there any limitations on the number of files transmitted each day? Any limitations at all daily?
52. Does Proposer's firm maintain direct authorization and settlement links to the various card organizations, or do you utilize a third-party network for authorizations? Describe Proposer's configurations. Is Proposer's firm introducing to a direct processor or is it the direct processor?
53. Do merchants incur any monthly access fee to connect to the authorization network? (All fees and fee categories are to be addressed on APPENDIX THREE.)
54. Describe Proposer's AVS (address verification and shipping date compliance) process.
55. Describe the procedures to be followed if a transmission request is denied authorizations.
56. Provide any authorization differences between various card types.
57. Provide Proposer's average response times per transmission channel (dial, lease-line etc.) authorization methods for both peak and normal periods.
58. Describe the network monitoring system and operation.

59. Does Proposer provide fraud monitoring for voice authorization? Can voice authorization be disabled?

Settlement Processing

60. Describe the settlement process workflow for all parties explaining any differences by card type.
61. Provide a funds availability schedule by card type. Is this negotiable? Is all funding next day? Describe. Is any expedited funding available?
62. What is the settlement transmission time frame for Visa, MasterCard, Discover, American Express, Diners? Does this differ at any time? Include daily cut-off times. Will holidays affect the settlement process or timing?
63. What is the cut-off time that sales transactions can be transmitted to meet settlement times?
64. Do settlement times affect University's processing/discount expense?
65. Is settlement made by ACH or Fed wire? Can settlement details be passed via CTX on ACH transactions?
66. Does Proposer allow for multiple settlement accounts by merchant or Component Institution?
67. Are settlement amounts listed separately on the bank statement or will they appear as one daily sum? What level of detail is available? Will Saturday and Sunday activity be combined into Monday activity?
68. Can settlement be made either gross or net of fees?
69. Is AMEX processing split dialed or pass-through? Describe how any associated fees are assessed. (Note: Do not provide dollar amounts here. All charges must be listed in APPENDIX THREE.)
70. Describe recovery procedures for lost batches.
71. Is Proposer's System host based or terminal based or both? Does Proposer experience host out of balance issues? If so, how are they resolved?

Ticket Retrieval and Chargebacks

72. Describe the ticket retrieval request process along with turnaround times. Is this accomplished totally electronically? Does the firm support document imaging other than facsimile for transmission of or response to a retrieval request?

73. How are retrieval and charge back requests delivered (email, mail, fax)? At what frequency?
74. What response times and process does the firm require for ticket retrieval? How do these time frames compare to Association rules? State the average elapsed time from receipt of a retrieval request to merchant receipt.
75. Define the chargeback cycle. What percentage of chargebacks is handled without merchant involvement? Does the firm have a standard rule-based logic to facilitate dispute resolution processing?
76. On average, how often are chargebacks reversed? State Proposer's reversal rates (without merchant involvement) in total and by chargeback type in the last 12 months.
77. Will Proposer's firm provide a designated contact or department to manage chargebacks specifically for University?
78. What chargeback reporting is used? Define and give examples. What tools does Proposer have for reconciliation and reporting on chargebacks?
79. Are credit card chargebacks and debit adjustments netted from daily proceeds, or are they debited separately? Are funds debited from the operating account or a separate escrow account? Can the information be tied back later? Show examples.
80. Will University receive credit of merchant fees for chargebacks? When are they credited?
81. Does Proposer have the capability to archive, retrieve transaction information, including signatures for bankcard transactions and non-bank card transactions? What information is stored and for what period of time? What system is available to the merchant to enable retrieval of this information online?

Debit Card Processing

82. Does Proposer support BIN (Bank Information Number) file management to differentiate between debit and credit card transactions?
83. Describe Proposer's debit card processing capabilities. Which networks are used? Which are supported? What differences, if any, in workflow occur from credit cards?
84. Describe Proposer's PIN and PINLESS debit card processing.
85. Are debit card transactions routed automatically to the lowest cost network? Describe.

Implementation

86. Describe the merchant, institution and system implementation process and the expected time frame for implementation. Focus on (a) merchants which will have to be transferred

from another processor as well as (b) any new merchant. Can the implementations be done in phases at each Component Institution, such as terminals then web applications by merchant?

87. Describe the merchant training process with regard to (a) new merchant training or re-training from a prior processor and (b) ongoing training (e.g., courses offered, frequency, location, etc.).
88. After initial implementation, how does a Component Institution create a new merchant account? How long is that process?
89. How are updates and dissemination of PCI and industry-related rules or regulatory changes accomplished?
90. Does Proposer publish a newsletter covering industry issues, rules, and regulations? How often is this published? How is it disseminated? Provide the latest copy.
91. Specify the persons, by name and function, which will have primary responsibility for merchant implementation and training if awarded this RFP.
92. Does Proposer provide fraud-management training or awareness programs to clients? If so, describe.
93. What specific training does Proposer offer for end-users and administrators related to hardware, software, reporting and related system functions?

Pricing and Contracts

Note: Only pricing methodology, not actual dollar amounts, should be provided in response to these questions.

94. List all of the firm's possible "non-qualified surcharges" categories (such as reward card fees, etc.)
95. How will interchange and assessment fees be charged when they differ from the published interchange rates of the card brands and banks?
96. Describe the adjustment process for downgrades and the timing of them.
97. When are discount fees deducted from the DDA account? Are discount fees calculated on gross or net sales?
98. Can customers order charge slips, signs, imprinters and other supplies through Proposer's firm or directly from a vendor? How are the orders handled? What is the normal shipping time?

9.4 Technical Capabilities (15%)

System Capabilities

99. Describe the processing platforms pertinent to the Proposer's recommended solutions for the University. Provide system specifications. Describe Proposer's capacity and scalability for the University's various sized Component Institutions.
100. Is Proposer's processing software CPS (Custom Payment Service) compliant?
101. Does Proposer's software provide for integration in interface alternatives (such as XML, SOAP, Java, C++, COM, Perl, etc.?)
102. Does Proposer's processing software support Purchasing Card Levels II and III?
103. Describe Proposer's process for handling test transactions. Are test cards provided and if so, what types?
104. How far back are transactions verified with AVS? Describe the process.
105. Outline the security measures in place for the protection of data transmitted for processing. Are all the major verifications available (CVV for Visa, CID for AmEx, and CVC for MC)? Does Proposer support CVV2 (Card Verification Value 2)?
106. Is data imaging (e.g., signature capture) available? If so, describe.
107. Is Proposer able to process smart card, EMV, and virtual terminal transactions? If so, describe.
108. Does Proposer's system have the capability to interface with ERP systems (Banner in particular) to simplify reconciliation?
109. Does Proposer's system integrate with any P2PE Solutions? If yes, describe.
110. Provide a list of products that integrate directly with Proposer's system.

Transmission Issues

111. Describe Proposer's recommended transmission method and options (e.g., dial, lease line, batch, real-time, Internet) including limitations and advantages / disadvantages.
112. Describe the monitoring and notification process if a transmission fails.
113. Does Proposer's processing system identify and eliminate duplicate transactions?
114. Are there any limitations on the number of files transmitted each day?
115. Indicate Proposer's transmission latency by region.

Security and PCI Compliance

116. How does Proposer handle PCI compliance initiatives? How are merchants qualified?

117. How does Proposer make clients aware of new PCI initiatives and general information?
118. Describe the training and education programs for PCI compliance Proposer provides. What consulting is available? Are there charges for these services?
119. Describe the security measures used to prevent unauthorized user access to either the system or the data.
120. Describe the security measures used to protect Internet transactions.
121. Describe the procedures and policies in place to prevent internal fraud. Where does liability fall in the process of recouping loss due to such fraud?
122. Describe all fraud protection & detection tools. What options are available (Verified by Visa and MasterCard Secure Code) or does Proposer have other / additional proprietary security functions?
123. What is Proposer's approach in the event of an actual and / or suspected breach involving credit card processing?
124. Describe Proposer's disaster recovery and system recovery processes.
125. Describe Proposer's approach to PCI compliance for university merchants for which Proposer provides service. Describe Proposer's plan for assisting merchants in becoming compliant with the PCI DSS.
126. Describe Proposer's PCI compliance staff. Where is Proposer's PCI compliance staff located? Do they provide national or regional coverage?
127. University is currently engaged with various OSA/ASV firms. Describe how Proposer's firm will engage with these OSA/ASVs?
128. Describe the key issues colleges and universities have regarding PCI DSS compliance.
129. Indicate Proposer's ability to remotely disable equipment such as terminals.
130. Describe Proposer's availability of tokenization, P2PE and SSI alternatives. Is there any point in the card data life cycle (with Proposer's firm) that the data is not encrypted?
131. What is the method of authentications for an on-campus user to make hardware and software changes / updates? Support calls? Supply ordering? Merchant configurations?
132. What is the process for determining transaction amount limits for sales and refunds? What is the process for changing those limits? How will the University be notified if limits are reached or exceeded?
133. Indicate the device management capabilities (tracking, inventory and audit) of PCI compliant hardware and software.
134. How does Proposer test / confirm PCI compliance? What requirements does Proposer have? What testing or support is available? How does Proposer qualify the merchants?

Disaster Recovery and Service Availability

135. Does Proposer have a continuity plan for Proposer's processing systems and platforms in a disaster situation? Describe Proposer's local and system-wide back up and / or redundant systems.
136. Describe Proposer's "hot-site" back up capabilities in case of a complete site failure. How often are systems tested?
137. Describe the last time use of Proposer's back up system was required, the circumstances, and the length of time the backup system was in use.
138. What is the expected time frame to become operational should a catastrophic event occur at a merchant site? What is Proposer's role in the process?
139. What has been Proposer's up-time percentage the last two years? Provide system availability statistics for the current and prior year. Over the past year, what was the longest period that Proposer was unable to authorize transactions? Describe the situation, including the source of the problem and the time it took to fix the problem.
140. What are Proposer's maintenance windows and impact on availability? How are these windows announced and determined?

9.5 REPORTING CAPABILITIES (15%)

Note: Proposers should make every effort to fully describe and illustrate the reporting capabilities in their response.

141. Describe all reports available and the software used to receive and view reports. Provide an overview of reporting cycles, procedures, and capabilities. Provide a sample of each detail and summary report available or a link to sample reports online. Are all information and all reports available electronically on the web? Does Proposer provide dashboard reports that include all forms of processor related payments through all channels?
142. Define the download capabilities, level of customization, and drill down capabilities available on online reporting and reports. Describe in detail the daily and / or monthly reconciliation reports and tools available to the merchant. Define:
 - standard reports (transaction reports, funding reports, etc.)
 - special reporting capabilities
 - level of detail available
 - retrieval capabilities
 - imaging capabilities
 - access mode
 - reporting frequency
 - scheduled reporting & delivery capability
 - reports for effective discount rates by date search
 - downgraded transaction reports
 - reports integrated with ERP

- fraud reporting/notifications
143. Do you provide actual costs per transaction fees including individual interchange assessment and processor markup rates, return rates, trend analysis, effective/average discount rate, downgrade information and additional reports and analysis? Describe. Can the reports be aggregated at the campus, merchant, date and transaction level?
144. Describe Proposer's business intelligence tools and dashboards. Provides examples of how end users can leverage Proposer's BI tools and dashboards to provide meaningful analytics, data summaries and drill downs.
145. How often does Proposer re-architect it's technology? When was Proposer's reporting and analytics platform last updated? What is on Proposer's roadmap?
146. Describe Proposer's reporting functionality. Do not include information for merchant reporting in response to this question. Merchant reporting is covered in Question 147 below. Topics covered must include:
- a. Level of inclusion for AMEX and Discover transactions (for reconciliation / research purposes).
 - b. Levels of client training provided (initial and on-going).
 - c. Ad hoc reporting capabilities.
 - d. Templates (including ability to save queries).
 - e. Archiving and download capabilities.
 - f. Delivery timeframe for reports and statements (include standard and alternate options).
 - g. Delivery methods for reports and statements (e.g. email, download, mobile, etc.).
147. Describe Proposer's reporting functionality as it pertains to merchants; including:
- a. How multiple merchant numbers are reported;
 - b. Flexibility for merchants to customize reports; and
 - c. Ability for merchants to "roll-up" specific groups to report independently of other groups;
 - d. Ability to run reports on historical information (e.g. sales, refunds, chargebacks, etc.) including the specific timeframes available (e.g. prior reporting periods);
 - e. Location and format of historical data;
 - f. Reporting methods / availability;
 - g. Lead time to retrieve historical reports; and
 - h. Timeframe that historical data is stored and available for reporting needs.
148. Describe how Proposer's reports can be tailored to meet the needs of University and the Component Institutions. **Note: Any additional costs for custom reporting must be included in Proposer's response to APPENDIX THREE.* Include information on the following:
- a. Specific financial accounting time periods.
 - b. Sending specific sections to different locations (e.g. report groups comprising a subset of merchant numbers).
 - c. Component Institution-wide and University-wide reporting capabilities.

SECTION 10 – General Terms & Conditions of Contract

The terms and conditions contained in the attached Agreement (ref. **APPENDIX ONE**) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP. If Proposer agrees with the terms and conditions set forth in **APPENDIX ONE**, Proposer will submit a written statement acknowledging it.

If Proposer has additional terms and conditions that it proposes to include in any contract or agreement resulting from this RFP (such as software license terms and conditions) or if Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will submit a redlined APPENDIX ONE (in an editable format, i.e. Microsoft Word) as part of its proposal in accordance with Section 3.3.4 of this RFP. **Note:** University intends to execute one (1) set of contract documents that will extend to all Component Institutions. Any forms, contracts, or agreements Proposer would request a Component Institution to sign must be included in Proposer's proposal. Proposer's additions and exceptions will be reviewed by University and may result in disqualification of Proposer's proposal as non-responsive to this RFP. If Proposer's additions and exceptions do not result in disqualification of Proposer's proposal, then University may consider Proposer's additions and exceptions when University evaluates the Proposer's proposal. The University will not be bound by or required to accept or agree to any terms and conditions that a Proposer includes (or fails to include) in its Proposal.

Exceptions cannot be taken to the RFP document itself, nor can it be redlined. These actions may result in Proposer's disqualification.

AGREEMENT BETWEEN
THE TEXAS STATE UNIVERSITY SYSTEM
AND
CONTRACTOR

This non-exclusive Agreement (**Agreement**) is entered into between _____ (**Contractor**), Federal Tax Identification Number _____, and **The Texas State University System (University)**, an agency and institution of higher education established under the laws of the State of Texas, and located in Austin, Texas. The number associated with this Agreement (**Agreement Number**) is: _____.

University and its component institutions (**Component Institutions**) are:

- The Texas State University System Administration, Austin, Texas
- Lamar University, Beaumont, Texas
- Sam Houston State University, Huntsville, Texas
- Sul Ross State University, Alpine, Texas
- Texas State University, San Marcos, Texas
- Lamar Institute of Technology, Beaumont, Texas
- Lamar State College - Orange, Orange, Texas
- Lamar State College - Port Arthur, Port Arthur, Texas

In consideration of the mutual promises and covenants contained in the Agreement, University and Contractor agree as follows:

1. Services

Contractor will perform the services (**Services**) set forth in **Exhibit A**, Scope of Work, to the satisfaction of University and in accordance with University's Request for Proposal (RFP) **#758-19-00066 Merchant Services** and Contractor's response to said RFP. Services will be provided to, and on behalf of, University and select Component Institutions. Time is of the essence in connection with this Agreement. University will have no obligation to accept late performance or waive timely performance by Contractor.

Contractor will obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local, laws, statutes, regulations and ordinances (collectively, **Applicable Laws**), for the performance of the Services.

GROUP PURCHASING AUTHORITY. Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Contractor agrees that other Texas institutions of higher education may enter into an agreement or contract with Contractor for the purchase of the services described herein based on the terms, conditions, and process of this Agreement.

2. Term

This Agreement is effective as of the later of **insert month, day, year**, or the date Agreement is fully executed by both parties (**Effective Date**). The term (**Initial Term**) of this Agreement will begin on the Effective Date and expire on **insert month, day, year** unless earlier terminated in accordance with **Section 7**. University will have the option to renew this Agreement for **()** additional **()** year terms (each a **Renewal Term**). The Initial Term and each Renewal Term are collectively referred to as the **Term**.

3. Compensation

University will compensate Contractor for services in accordance with **Exhibit B**, Pricing for Services. Total compensation to Contractor will not exceed the Contract Amount (ref. **Exhibit B, Section 1.5**) inclusive of all fees and expenses during the life of the Agreement.

The Agreement will not be effective for amounts exceeding one million dollars (\$1,000,000) unless preapproved by the Board of Regents of The Texas State University System. **Option: Use this sentence instead if BOR has already approved:** The Board of Regents of The Texas State University System has approved the Contract Amount (ref. **Exhibit B, Section 1.5**) for this Agreement. **]**

4. Payment Terms

- 4.1 **Payments.** So long as Contractor has provided University with its current and accurate Federal Tax Identification Number in writing and Contractor is not in default under this Agreement, University will pay Contractor for goods and services in accordance with the Prompt Payment Provisions of Chapter 2251, [Texas Government Code](#). If University disapproves any invoice amount, University will give Contractor specific reasons for its disapproval in writing.
- 4.2 **Sales Tax.** University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with §151.309, [Texas Tax Code](#), and Title 34 [Texas Administrative Code](#) ("TAC") §3.322. Pursuant to [34 TAC §3.322\(c\)\(4\)](#), University is not required to provide a tax exemption certificate to establish its tax exempt status.
- 4.3 **Electronic Funds Transfer.** [Section 51.012, Education Code](#), authorizes University to make payments through electronic funds transfer methods. Contractor agrees to accept payments from University through those methods, including the automated clearing house system (ACH). Contractor agrees to provide Contractor's banking information to University in writing on Contractor letterhead signed by an authorized representative of Contractor. Prior to the first payment, University will confirm Contractor's banking information. Changes to Contractor's bank information must be communicated to University in writing at least thirty (30) days before the effective date of the change and must include an [IRS Form W-9](#) signed by an authorized representative of Contractor.
- 4.4 **Invoices.** Contractor will submit invoices by electronic means to each Component Institution. Each invoice must contain the Agreement Number and supporting documentation for the invoiced amounts as described in **Exhibit B**. University will incur no penalty for late payment, if payment is made in accordance with the Prompt

- Payment Act. Regardless of the invoice date, the payment process will begin when the authorization/acceptance from the awarding department is received.
- 4.5 Notwithstanding any provision of this Agreement to the contrary, University will not be obligated to make any payment to Contractor if Contractor is in default under this Agreement.
- 4.6 No payment made by University will (a) be construed to be final acceptance or approval of that part of the Services to which the payment relates, or (b) relieve Contractor of any of its duties or obligations under this Agreement.
- 4.7 **Option (Include if University is entitled to a prompt payment discount.):** Notwithstanding any other provision of this Agreement, University is entitled to a discount of % (**Prompt Payment Discount**) off of each payment that University submits within days after University's receipt of Contractor's invoice for that payment.】

5. Contractor's Obligations.

- 5.1 Contractor will perform Services in compliance with (a) all Applicable Laws, and (b) the Board of Regents of The Texas State University System Rules and Regulations, the policies of The Texas State University System; and the institutional rules, regulations and policies of Component Institutions (collectively, **University Rules**). Contractor represents and warrants that neither Contractor nor any firm, corporation or institution represented by Contractor, or anyone acting for the firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, [Chapter 15, Texas Business and Commerce Code](#), or federal antitrust laws, or (2) has communicated directly or indirectly the content of Contractor's response to University's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.
- 5.2 Contractor represents and warrants that (a) it will use commercially reasonable efforts to perform Services in a good and workmanlike manner and in accordance with commercially reasonable standards of Contractor's profession or business, and (b) all Services to be performed will be of the quality that prevails among similar businesses engaged in providing similar services in major United States urban areas under the same or similar circumstances.
- 5.3 Contractor will call to University's attention in writing all information in any materials supplied to Contractor (by University or any other party) that Contractor regards as unsuitable, improper or inaccurate in connection with the purposes for which the material is furnished.
- 5.4 University at all times is relying on Contractor's skill and knowledge in performing Services. Contractor represents and warrants that Services will be accurate and free from any material defects. Contractor's duties and obligations under this Agreement will not be in any way diminished by reason of any approval by University. Contractor will not be released from any liability by reason of any approval by University.
- 5.5 Contractor will, at its own cost, correct all material defects in Services as soon as practical after Contractor becomes aware of the defects. If Contractor fails to correct material defects in Services within a reasonable time, then University may correct the defective Services at Contractor's expense. This remedy is in addition to, and not in substitution for, any other remedy for defective Services that University may have at law or in equity.

- 5.6 Contractor will maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Agreement. Contractor will cause all persons connected with Contractor directly in charge of Services to be duly registered and licensed under all Applicable Laws. Contractor will assign to the Project a designated representative who will be responsible for administration and coordination of Services.
- 5.7 Representations and Warranties by Contractor.** If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
- 5.8 Premise Rules.** If this Agreement requires Contractor's presence on University's premises or in University's facilities, Contractor agrees to cause its employees, representatives, agents, or subcontractors to become aware of, fully informed about, and in full compliance with all applicable University Rules, including those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.
- 5.9 Contractor represents and warrants that all of Contractor's Personnel contributing to Work Material (ref. **Section 6.1**) under this Agreement will be required to (i) acknowledge in writing the ownership of Contractor (for the benefit of University) of Work Material produced by Personnel while performing services pursuant to this Agreement, and (ii) make all assignments necessary to effectuate such ownership. **Personnel** means any and all persons associated with Contractor who provide any work or work product pursuant to this Agreement, including officers, managers, supervisors, full-time employees, part-time employees, and independent contractors.
- 5.10 Contractor represents and warrants that: (i) Services will be performed solely by Contractor, its full-time or part-time employees during the course of their employment, or independent contractors who have assigned in writing all right, title and interest in their work to Contractor (for the benefit of University); (ii) University will receive free, good and clear title to all Work Material developed under this Agreement; (iii) Work Material and the intellectual property rights protecting Work Material are free and clear of all encumbrances, including security interests, licenses, liens, charges and other restrictions; (iv) Work Material will not infringe upon or violate any patent, copyright, trade secret, trademark, service mark or other property right of any former employer, independent contractor, client or other third party; and (v) the use, reproduction, distribution, or modification of Work Material will not violate the rights of any third parties in Work Material, including trade secret, publicity, privacy, copyright, trademark, service mark and patent rights.

6. Ownership and Use of Work Material

- 6.1 **Work Material.** All tools, software, programs, renderings, drawings, specifications, plans, computations, data, photographs, records, models, statements, reports, studies, and other deliverables or materials prepared or produced by Contractor Parties in connection with the Services (collectively, Work Material), whether or not accepted or rejected by University, are the property of University and for University's exclusive use and re-use at any time without further compensation and without any

- restriction. Contractor grants and assigns to University all rights in and claims to the Work Material and will cooperate with University in obtaining or enforcing University's rights and claims. Contractor will not use the Work Material except as expressly authorized by this Agreement.
- 6.2 **Patents or Copyrights.** Contractor will not apply for any copyright, patent or other property right related to the Work Material. Contractor agrees to protect University from claims involving infringement of patents or copyrights.
- 6.3 Contractor will deliver all Work Material to University upon expiration or termination of this Agreement. University will have the right to use Work Material for the completion of Work or otherwise. University may, at all times, retain the originals of Work Material. Work Material will not be used by any person other than University on other projects unless expressly authorized by University in writing.
- 6.4 Work Material will not be used or published by Contractor or any other party unless expressly authorized by University in writing. Contractor will treat all Work Material as confidential.
- 6.5 All title and interest in Work Material will vest in University and will be deemed to be work made for hire and made in the course of Work rendered under this Agreement. To the extent that title to any Work Material may not, by operation of law, vest in University or Work Material may not be considered works made for hire, Contractor irrevocably assigns, conveys and transfers to University and its successors, licensees and assigns, all rights, title and interest worldwide in and to Work Material and all proprietary rights therein, including all copyrights, trademarks, service marks, patents, trade secrets, moral rights, all contract and licensing rights and all claims and causes of action with respect to any of the foregoing, whether now known or hereafter to become known. In the event Contractor has any rights in Work Material which cannot be assigned, Contractor agrees to waive enforcement worldwide of the rights against University, its successors, licensees, assigns, distributors and customers or, if necessary, to exclusively license the rights, worldwide to University with the right to sublicense. These rights are assignable by University.

7. Default and Termination

- 7.1 In the event of a material failure by a party to this Agreement to perform in accordance with its terms (**default**), the other party may terminate this Agreement upon thirty (30) days' written notice of termination setting forth the nature of the material failure; provided, that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty-day (30-day) period.
- 7.2 University may, without cause, terminate this Agreement at any time upon giving thirty (30) days' written notice to Contractor. Upon termination pursuant to this Section, Contractor will be entitled to payment of an amount that will compensate Contractor for Services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement; provided, that, Contractor has delivered all Work Material to University. Notwithstanding any provision in this Agreement to the contrary, University will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice, that could have been avoided or mitigated by Contractor.
- 7.3 University may terminate this Agreement immediately with no further notice if Contractor: (a) petitions for reorganization under the Bankruptcy Code or is adjudged bankrupt; (b)

becomes insolvent; or (c) makes a general assignment or sale of Contractor's assets or business for the benefit of creditors.

- 7.4 Termination under this Section does not relieve Contractor or any of its employees, subcontractors or agents from liability for any default or breach under this Agreement or any other act or omission of Contractor.

8. Indemnification

CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS UNIVERSITY AND THEIR REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM THIS AGREEMENT OR THE GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, TO THE EXTENT CAUSED, IN WHOLE OR IN PART, BY THE ACTS, OMISSIONS, OR WILLFUL MISCONDUCT OF CONTRACTOR, OR IT AGENTS, EMPLOYEES, SUBCONTRACTORS, SUPPLIERS OR ANYONE DIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAYBE LIABLE. IN ADDITION, CONTRACTOR WILL INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS THE INDEMNITEES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM THIS AGREEMENT OR THE GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT, WHICH ANY INDEMNITEE HAS, BY LAW OR EQUITY. IN THE EVENT OF LITIGATION, UNIVERSITY AGREES TO COOPERATE REASONABLY WITH CONTRACTOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

9. Relationship of the Parties

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

10. Insurance Requirements

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

- 10.1 Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than:

Employers Liability - Each Accident - \$1,000,000

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

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

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

Each Occurrence Limit - \$1,000,000
 Damage to Rented Premises - \$300,000
 Medical Expenses (any one person) - \$10,000
 Personal & Advertising Injury - \$1,000,000
 General Aggregate - \$2,000,000
 Products - Completed Operations Aggregate - \$2,000,000

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

10.3 Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage. **Option:** If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.]

10.4 Errors and Omissions Insurance with limits of not less than \$1,000,000 per claim. Such insurance will cover all Work performed by or on behalf of Contractor and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement.

Contractor will deliver to University:

10.5 Evidence satisfactory to University in its sole discretion, evidencing the existence of all insurance after the execution and delivery of this Contract and prior to the performance or continued performance of any services to be performed by Contractor under this Contract.

10.6 Additional evidence, satisfactory to University in its sole discretion, of the continued existence of all insurance not less than five (5) days prior to the expiration of any insurance. Insurance policies, with the exception of Workers' Compensation and Employer's Liability, shall be endorsed and name University as an Additional Insured for on-going and completed operations. All policies will be endorsed to provide a waiver of subrogation in favor of University. All policies with the exception of Workers' Compensation and Employer's Liability will be endorsed to provide primary and non-contributory coverage. Notice of Cancellation shall be provided by the carrier to University in accordance with policy provisions, however no policy shall be canceled until after thirty (30) days' unconditional written notice to University. All policies shall be endorsed requiring the insurance carrier providing coverage to send notice to

University 30 days prior to any cancellation, material change, or non-renewal (60 days for non-renewal) relating to any insurance policy required herein.

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

- 10.7 Commercial General Liability Insurance, Business Automobile Liability Insurance; will be kept in force until receipt of Final Payment by University to Contractor.
- 10.8 Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until Services have been fully performed and accepted by University in writing.
- 10.9 Errors and Omissions Insurance will be kept in force an additional two (2) years after the Services have been fully performed and accepted by University in writing.

11. Miscellaneous

- 11.1 **Assignment and Subcontracting.** Except as specifically provided in **EXHIBIT C**, Historically Underutilized Business Subcontracting Plan, Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (a) not be binding on University; and (b) be a breach of this Agreement for which Contractor will be subject to all remedial actions provided by Applicable Laws, including [Chapter 2161, Texas Government Code](#), and [34 TAC §§20.285\(g\)\(5\), 20.585 and 20.586](#). The benefits and burdens of this Agreement are assignable by University.
- 11.2 **Texas Family Code Child Support Certification.** Pursuant to [§231.006, Texas Family Code](#), Contractor certifies it is not ineligible to receive the award of or payments under this Agreement, and acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 11.3 **Tax Certification.** If Contractor is a taxable entity as defined by [Chapter 171, Texas Tax Code](#), then Contractor certifies it is not currently delinquent in the payment of any taxes due under Chapter 171, Contractor is exempt from the payment of those taxes, or Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- 11.4 **Payment of Debt or Delinquency to the State.** Pursuant to [§§2107.008](#) and [2252.903, Texas Government Code](#), Contractor agrees any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency Contractor owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.
- 11.5 **Loss of Funding.** Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (**Legislature**) and/or allocation of funds by the Board of Regents of The Texas State University System (**Board**). If the Legislature fails to appropriate or allot necessary funds, or the Board fails to allocate necessary funds, then University will issue written notice to Contractor and University may terminate this Agreement without further duty or obligation. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond University's control.

- 11.6 **Entire Agreement; Modifications.** The Agreement (including all exhibits, schedules, supplements and other attachments (collectively, **Exhibits**) supersedes all prior agreements, written or oral, between Contractor and University and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except in writing signed by University and Contractor.
- 11.7 **Eligibility Certifications.** Pursuant to Sections 2155.004 and 2155.006, [Texas Government Code](#), Contractor certifies that the individual or business entity named in the Agreement is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if these certifications are inaccurate.
- 11.8 **Force Majeure.** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character (**force majeure occurrence**). Provided, however, in the event of a force majeure occurrence, Contractor agrees to use its best efforts to mitigate the impact of the occurrence so that University may continue to provide during the occurrence.
- 11.9 **Captions.** The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.
- 11.10 **Venue; Governing Law.** The Agreement and all claims arising from the Agreement shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Any judicial action or proceeding between the parties relating to the Agreement and all claims arising from the Agreement shall be brought in the federal or state courts serving Travis County in the State of Texas.
- 11.11 **Waivers.** No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.
- 11.12 **Products and Materials Produced in Texas.** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in accordance with Section 2155.4441, [Texas Government Code](#), in performing its duties and obligations under the Agreement, Contractor will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
- 11.13 **Title and Risk of Loss.** Title to and risk of loss to any goods to be delivered under this Agreement will not pass to University until University actually receives and takes possession of such goods at the point of delivery.
- 11.14 **Exclusivity.** This Agreement is not exclusive and TSUS may engage other vendors or use its own employees to perform Services.
- 11.15 **Confidentiality and Safeguarding of University Records; Press Releases; Public Information.** Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of University or Component Institution, or (3) have access to, records or record

systems (collectively, **University Records**). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by Applicable Laws, including student records and protected health information as defined by the [Health Insurance Portability and Accountability Act](#) and [45 Code of Federal Regulations \(CFR\) Part 160](#) and [subparts A and E of Part 164](#) (collectively, **HIPAA**). Additional mandatory confidentiality and security compliance requirements with respect to University Records subject to the Family Educational Rights and Privacy Act, [20 United States Code \(USC\) §1232g \(FERPA\)](#) are addressed in **Section 11.37**. Contractor represents, warrants, and agrees that it will: (1) hold University or Component Institution Records in strict confidence and will not use or disclose University or Component Institution Records except as (a) permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by University in writing; (2) safeguard University or Component Institution Records according to reasonable administrative, physical and technical standards (such as standards established by the National Institute of Standards and Technology and the Center for Internet Security) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University or Component Institution Records are safeguarded and the confidentiality of University or Component Institution Records is maintained in accordance with all Applicable Laws and the terms of this Agreement; and (4) comply with the TSUS Information Security Policy detailed in Appendix A-3, *The Texas State University System Rules and Regulations* at <https://gato-docs.its.txstate.edu/jcr:34a3f1a1-48af-4b2b-9abb-42921fb9ae23/Rules%20and%20Regulations%20May%202018.pdf>. At the request of University, Contractor agrees to provide University within ten (10) calendar days with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of University or Component Institution Records.

- 11.15.1 **Notice of Impermissible Use.** If an impermissible use or disclosure of any University or Component Institution Records occurs, Contractor will provide written notice to University or Component Institution within one (1) business day after Contractor's discovery of that use or disclosure. Contractor will promptly provide University or Component Institution with all information requested by University regarding the impermissible use or disclosure.
- 11.15.2 **Return of University Records.** Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all University or Component Institution Records created or received from or on behalf of University will be (1) returned to University, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University or Component Institution Records, Contractor will provide University or Component Institution with written notice of Contractor's intent to destroy University or Component Institution Records. Within five (5) days after destruction, Contractor will confirm to University or Component Institution in writing the destruction of University or Component Institution Records.
- 11.15.3 **Disclosure.** If Contractor discloses any University or Component Institution Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Section.

- 11.15.4 **Press Releases.** Except when defined as part of Covered Services, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent contractor of University in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of University or Component Institution.
- 11.15.5 **Public Information.** University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act (TPIA)*, [Chapter 552, Texas Government Code](#). In accordance with §§[552.002](#) and [2252.907](#), *Texas Government Code*, and at no additional charge to University, Contractor will make any information created or exchanged with University pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by University that is accessible by the public.
- 11.15.6 **Termination.** In addition to any other termination rights in this Agreement and any other rights at law or equity, if University reasonably determines that Contractor has breached any of the restrictions or obligations in this Section, University may immediately terminate this Agreement without notice or opportunity to cure.
- 11.15.7 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.
- 11.16 **Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.
- 11.17 **Records.** Records of Contractor's costs, reimbursable expenses pertaining to the Covered Services and payments will be available to University or its authorized representative during business hours and will be retained for four (4) years after final Payment or abandonment of the Covered Services, unless University or Component Institution otherwise instructs Contractor in writing.
- 11.18 **Notices.** Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications required or permitted under this Agreement, will be in writing and sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is provided below), or email (to the extent an email address is provided below) as indicated below, and notice will be deemed given (i) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is provided below) or email (to the extent an email address is provided below), when received:

If to University: The Texas State University System
 Attention: Daniel Harper
 601 Colorado Street
 Austin, TX 78701

Or via email: finance@tsus.edu

If to Contractor: **INSERT CONTACT INFORMATION**

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

- 11.19 **Severability.** In case any provision of this Agreement will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.
- 11.20 **State Auditor's Office.** Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the State of Texas Auditor's Office or any successor agency ("Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), [Texas Education Code](#). Contractor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of the Services as requested. Contractor's failure to comply with this requirement shall constitute a material breach of Agreement and shall authorize University and the State of Texas to assess immediately appropriate damages for such failure. Contractor acknowledges and understands that the acceptance of funds under Agreement shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. Contractor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Furthermore, under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.
- 11.21 **Limitation of Liability.** EXCEPT FOR UNIVERSITY'S AND COMPONENT INSTITUTION'S OBLIGATION (IF ANY) TO PAY CONTRACTOR CERTAIN FEES AND EXPENSES UNIVERSITY WILL HAVE NO LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING ANY DUTY OR OBLIGATION OF UNIVERSITY AND COMPONENT INSTITUTION TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR, NO PRESENT OR FUTURE AFFILIATED ENTERPRISE, SUBCONTRACTOR, AGENT, OFFICER, DIRECTOR, EMPLOYEE, REPRESENTATIVE, ATTORNEY OR REGENT OF UNIVERSITY, OR THE TEXAS STATE UNIVERSITY SYSTEM, OR ANYONE CLAIMING UNDER UNIVERSITY AND COMPONENT INSTITUTION HAS OR WILL HAVE ANY PERSONAL LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.
- 11.22 **Survival of Provisions:** No expiration or termination of this Agreement will relieve either party of any obligations under this Agreement that by their nature survive expiration or termination.
- 11.23 **Breach of Contract Claims.** To the extent that Chapter 2260, [Texas Government Code](#), is applicable to the Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by University and

Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The chief business officer of University will examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of the Agreement by University nor any other conduct, action or inaction of any representative of University relating to the Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit; and (ii) University has not waived its right to seek redress in the courts.

- 11.24 **Sovereign Immunity.** Notwithstanding any provision of the Agreement, nothing herein shall be construed as a waiver by University of its constitutional, statutory or common law rights, privileges, immunities or defenses. To the extent the terms of this paragraph conflicts with any other provision in the Agreement and this Addendum, the terms of this paragraph shall control.
- 11.25 **Undocumented Workers:** The *Immigration and Nationality Act* ([8 USC §1324a](#)) (**Immigration Act**) makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the [Form I-9 Employment Eligibility Verification Form \(I-9 Form\)](#) as the document to be used for employment eligibility verification ([8 CFR §274a](#)). Among other things, Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by Applicable Laws. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Contractor employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by Applicable Laws, University may terminate this Agreement in accordance with **Section 7**. Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.
- 11.26 **Limitations.** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

11.27 **Ethics Matters; No Financial Interest.** Contractor and its employees, agents, representatives and subcontractors have read and understand University's Conflicts of Interest Policy and Code of Ethics at <https://gato-docs.its.txstate.edu/jcr:34a3f1a1-48af-4b2b-9abb-42921fb9ae23/Rules%20and%20Regulations%20May%202018.pdf> and applicable state ethics laws and rules, including Senate Bill 20 (84th Texas Legislature, 2015). Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, University's Ethics Code, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

Further, Contractor agrees to comply with §2252.908, [Texas Government Code](#) (Disclosure of Interested Parties Statute), and 1 TAC §§46.1 through 46.5 (Disclosure of Interested Parties Regulations), as implemented by the Texas Ethics Commission (TEC), including, among other things, providing the TEC and University with information required on the form promulgated by TEC. Contractor may learn more about these disclosure requirements, including the use of TEC's electronic filing system, by reviewing the information on TEC's website at https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html.

11.28 **Enforcement.** Contractor agrees and acknowledges that University is entering into this Agreement in reliance on Contractor's special and unique knowledge and abilities with respect to performing Services. Contractor's services provide a peculiar value to University. University cannot be reasonably or adequately compensated in damages for the loss of Contractor's services. Accordingly, Contractor acknowledges and agrees that a breach by Contractor of the provisions of this Agreement will cause University irreparable injury and damage. Contractor, therefore, expressly agrees that University will be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.

11.29 **Expansion of Services.** If University expands the scope of Services through a change order or any other amendment, University will determine if the additional Services contains probable subcontracting opportunities *not* identified in the initial solicitation for Services. If University determines additional probable subcontracting opportunities exist, Contractor will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of [34 TAC §20.285](#) before (a) this Agreement may be amended to include the additional Services; or (b) Contractor may perform the additional Services. If Contractor subcontracts any of the additional subcontracting opportunities identified by University without prior authorization and without complying with [34 TAC §20.285](#), Contractor will be deemed to be in breach of this Agreement under **Section 11.1** and will be subject to any remedial actions provided by Applicable Laws, including [Chapter 2161, Texas Government Code](#), and [34 TAC §20.285](#). University may report nonperformance under this Agreement to the TPSS in accordance with [34 TAC §20.285\(g\)\(5\)](#), [20.585](#) and [20.586](#).

- 11.30 **Responsibility for Individuals Performing Services; Criminal Background Checks.** Each individual who is assigned to perform the Services under this Agreement will be an employee of Contractor or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing Services under this Agreement.

Contractor will determine on a case-by-case basis whether each individual assigned to perform the Services is qualified to provide the Services. Contractor will not knowingly assign any individual to provide services on University or Component Institution's premises who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses.

Criminal Background Checks. Prior to commencing Services, Contractor will provide representation that it has conducted the following background checks on its officers, employees, or other persons it causes to be on University premises or the campus of any Component Institution:

- Sex offender and criminal history databases where the above individuals will be placed on the campus, working with or around students; and
- Criminal history and credit history background checks where the above individuals will be handling money, informational technology, or other security-sensitive areas as determined by University.

Prior to commencing performance of Services under this Agreement, Contractor will provide University a letter signed by an authorized representative of Contractor certifying compliance with this Section. Contractor will be responsible for providing University an updated certification letters each time there is a change in the individuals assigned to perform the Services.

- 11.31 **Debarment.** Contractor confirms that neither Contractor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States (**U.S.**) federal government procurement or non-procurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs (<http://www.sam.gov/>) issued by the U.S. General Services Administration. "**Principals**" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Contractor will provide immediate written notification to University if, at any time prior to award, Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when University executes this Agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to University, University may terminate this Agreement for default by Contractor.
- 11.32 **Office of Inspector General Certification.** Contractor acknowledges that University is prohibited by federal regulations from allowing any employee, representative, agent or subcontractor of Contractor to work on site at University's premises or facilities if that individual is not eligible to work on federal healthcare programs including Medicare, Medicaid, or other similar federal programs. Therefore, Contractor will not assign any employee, representative, agent or subcontractor that appears on the List

- of Excluded Individuals issued by the United States Office of the Inspector General (**OIG**) to work on site at University's premises or facilities. Contractor will perform an OIG sanctions check quarterly on each of its employees, representatives, agents, and subcontractors during the time the employees, representatives, agents, or subcontractors are assigned to work on site at University's premises or facilities. Contractor acknowledges that University will require immediate removal of any employee, representative, agent, or subcontractor of Contractor assigned to work at University's premises or facilities if the employee, representative, agent, or subcontractor is found to be on the OIG's List of Excluded Individuals. The OIG's List of Excluded Individuals may be accessed through the following Internet website: <http://exclusions.oig.hhs.gov/>
- 11.33 **Access to Documents.** To the extent applicable to this Agreement, in accordance with §1861(v)(l)(i) of the Social Security Act ([42 USC §1395x](#)) as amended, and the provisions of [42 CFR §420.300 et seq.](#), Contractor will allow, during and for a period of not less than four (4) years after the expiration or termination of this Agreement, access to this Agreement and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.
- 11.34 **OSHA Compliance.** To the extent applicable to the services to be performed under this Agreement, Contractor represents and warrants, that all articles and services furnished under this Agreement meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law ([Public Law 91-596](#)) and its regulations in effect or proposed as of the date of this Agreement.
- 11.35 **Nondiscrimination.** In their execution of the Agreement the parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. To the extent not in conflict with federal or state law, the parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of the Agreement.
- 11.36 **External Terms.** This Agreement completely supplants, replaces, and overrides all other terms and conditions or agreements, written or oral, concerning Contractor's performance or provision of goods or services under this Agreement (**External Terms**). External Terms are null and void and will have no effect under this Agreement, even if University or its employees, contractors, or agents express assent or agreement to External Terms. External Terms include any shrinkwrap, clickwrap, browsewrap, web-based terms and conditions of use, and any other terms and conditions displayed in any format that University or its employees, contractors, or agents are required to accept or agree to before or in the course of accessing or using any goods or services provided by Contractor.
- 11.37 **FERPA Compliance.** Some of the University Records Contractor receives, creates or maintains for or on behalf of the Component Institution may constitute **Education Records** (as defined by [FERPA](#)), or **Personally Identifiable Information from Education Records** (as defined by [FERPA](#)) (collectively, **FERPA Data**). Contractor will hold University FERPA Records in strict confidence. Contractor will not use or

disclose FERPA Records received from or on behalf of University, except as permitted or required by this Agreement in order to execute required Services to the Component Institution. Contractor will use the administrative, technical and physical security measures, including secure encryption in the case of electronically maintained or transmitted FERPA Records, approved by University and that are at least as stringent as the requirements of Title 34, Part 99 – Family Educational Rights and Privacy noted at <https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=34:1.1.1.1.33> to preserve the confidentiality and security of all FERPA Records received from, or on behalf of University, its students or any third party pursuant to this Agreement. Contractor agrees that no later than 30 days after expiration or termination of the Services to Component Institution, or any reason, or within thirty (30) days after University's written request, Contractor will halt all access, use, or processing of FERPA Records and will return to University all FERPA Records, including any copies created by Contractor or any subcontractor; and Contractor will certify in writing to University that all FERPA records have been returned to University. Contractor will restrict disclosure of FERPA Records solely to those employees, subcontractors, or agents of Contractor that have a need to access the FERPA Records in order for Contractor to perform its obligations under this Agreement. If Contractor discloses any FERPA Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with restrictions and obligations that align with the restrictions and obligations imposed on Contractor by this Agreement, including requiring each subcontractor or agent to agree to the same restrictions and obligations in writing.

- 11.38 In accordance with Texas Education Code, Section 51.9335 (h), any Contract for the acquisition of goods and services to which an institution of higher education is a party, any provision required by applicable law to be included in the Agreement or Contract is considered to be a part of the executed Agreement or Contract without regard to:
- (1) Whether the provision appears on the face of the Agreement or Contract; or
 - (2) Whether the Agreement or Contract includes any provision to the contrary.

12. Certifications

- 12.1 **Contractor Certification regarding Boycotting Israel.** Pursuant to [Chapter 2270, Texas Government Code](#), Contractor certifies Contractor (1) does not currently boycott Israel; and (b) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 12.2 **Contractor Certification regarding Business with Certain Countries and Organizations.** Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 12.3 **Eligibility Certifications.** Pursuant to Sections 2155.004 and 2155.006, [Texas Government Code](#), Contractor certifies that the individual or business entity named in the Agreement is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if these certifications are inaccurate.

13. Access by Individuals with Disabilities. Contractor represents and warrants (the “EIR Accessibility Warranty”) that the electronic and information resources and all associated information, documentation, and support that it provides to University under the Agreement (collectively, the “EIRs”) comply with the applicable requirements set forth in Title 1, Chapter 213 of the [Texas Administrative Code](#) and Title 1, Chapter 206, Rule §206.70 of the [Texas Administrative Code](#) (as authorized by Chapter 2054, Subchapter M of the [Texas Government Code](#).) To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor fails or is unable to do so, then University may terminate the Agreement and Contractor will refund to University all amounts University has paid under the Agreement within thirty (30) days after the termination date.

Contractor must provide University with all Voluntary Product Accessibility Templates (VPAT), Information Technology Industry Council (ITIC) and General Services Administration (GSA), that describes compliance with Section 508. Updated VPAT documents should be provided on an annual basis at each invoice period.

17. Payment Card Industry Standards. University is required to validate compliance on a periodic basis with applicable Payment Card Industry Data Security Standards (PCI DSS), including Payment Application Data Security Standards (PA DSS), promulgated by the Payment Card Industry Security Standards Council (PCI SSC). The compliance validation process requires University to undergo an assessment of (1) system components used to process, store or transmit cardholder data, and any other components that reside on the same network segment as those system components, as well as (2) related processes used to process, store or transmit cardholder data, (System Components in Scope). Some or all System Components in Scope have been outsourced to Contractor under this Agreement. Contractor will cause its agents and subcontractors to comply with all terms of this Section applicable to Contractor. Contractor will achieve and maintain compliance under the current versions of PCI DSS and PA DSS published on the PCI SSC website for service providers and payment applications. Contractor will provide to University (1) on or before the date this Agreement is signed by University, and (2) within ten (10) days after each anniversary of the date this Agreement is signed by University, a copy of Contractor’s annual attestation of compliance signed by a Qualified Security Assessor (QSA) as described on the PCI SSC website.

If Contractor is unable to provide the required attestations of compliance, Contractor will permit University or University’s QSA to assess all System Components in Scope that are hosted or managed by Contractor or by Contractor’s agents or subcontractors. Contractor will create and maintain reasonably detailed, complete and accurate documentation describing the systems, processes, network segments, security controls, and dataflow used to receive, transmit, store and secure cardholder data. The documentation will conform to the most current version of PCI DSS. Contractor will, upon written request by University, make the documentation and the individuals responsible for implementing, maintaining and monitoring System Components in Scope available to (1) QSAs, forensic investigators, consultants and attorneys retained by University to facilitate the validation of University’s PCI DSS compliance, and (2) University’s information technology, information security, audit, compliance and other staff.

Contractor will retain the documentation for at least one (1) year after termination of this Agreement.

THE FOLLOWING LIST OF EXHIBITS ARE INCORPORATED INTO THE AGREEMENT BY REFERENCE. IN THE CASE OF ANY DISCREPANCIES BETWEEN EXHIBITS AND AGREEMENT, THE AGREEMENT WILL PREVAIL.

EXHIBIT A – Scope of Work

EXHIBIT B – Pricing for Services

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

UNIVERSITY:

CONTRACTOR:

THE TEXAS STATE UNIVERSITY SYSTEM

INSERT CONTRACTOR NAME

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved by University as to legal form:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A**SCOPE OF WORK**

Contractor will provide timely and professional Services as described herein and in accordance with Contractor's response to University RFP #758-19-00066.

The Services will be provided per the following excerpt from University's RFP:

Contractor must be fiscally sound and able to provide the required Services throughout the contract term. University represents public funds and as such requires full transparency and disclosure on financial matters.

Contractor will provide the following Services to University:

5.4 Merchant Services

Contractor will provide merchant services that allow University to securely and efficiently accept and process credit and debit card payments for various goods and services including, but not limited to:

- Student registration;
- Transcripts;
- Continuing education;
- Sports and recreational events;
- Retail sales;
- Copy services;
- Parking services;
- Hotel services;
- Library services;
- Publications; and
- Various departmental charges.

Contractor will provide all equipment, hardware, software, services and training required to implement Services by September 1, 2019

5.5 Payment Types

Contractor's will accept various type of payments and guarantee cardholder's information is secure. Credit cards (Visa, MasterCard, American Express, and Discover) will be accepted in-person (via a point of sale system) or via web, mobile platform, phone, EMV, P2PE. IP terminal, or NFC (e.g. Apple Pay, Android Pay, etc.). Transactions may be PIN or PINLESS based.

5.2.1 Online Payments

Online payment transactions must be secure and provide cardholders with an easy checkout method. Contractor will provide integration with University's payment gateways to encrypt and run credit card information securely. Payment gateways will have point-to-point encryption and meet Level 1 PCI Compliance standards.

5.2.2 Point of Sale System Payments

- C. Provide ability to run activity reports
- D. Provide Mobile Payment Options (i.e. Cellular/wireless terminals, P2PE hardware for Android and/or iOS devices)

5.6 Credit Card Processing

5.3.3 Customer Service Requirements

Contractor will provide University with items related to the provision of Services that include but are not limited to:

- A. Dedicated customer service representative or team;
- B. Promotional support (i.e. signs, stickers, and supplies);
- C. Opportunities for business reviews;
- D. Timely updates on PCI or other related rules and regulations;
- E. Dispute resolution and escalation plans for cardholders and merchants;
- F. Set up new merchant accounts as requested by University;
- G. Multilingual customer service support;
- H. End user and administrator training (on hardware, software, fraud awareness / management, etc.); and
- I. Technical service support provided Monday – Friday from 8:00 am to 5:00 pm Central Time.

5.3.4 Hardware & Software Requirements

Contractor will provide:

- A. All hardware (credit card readers, terminals, pin pads, etc.) and software (collectively, the “**System**”) required to accept and authorize payments;
- B. A maintenance plan for any leased equipment; and a
- C. Minimum of five (5) year warranty on purchased equipment;

Contractor’s System will:

- D. Accept / support all major payment types, debit cards, gift cards, corporate cards, and new emerging options (i.e. Apple Pay, P2PE);
- E. Be compatible with Micros, TouchNet, CBORD, Bluefin, and PayPal Payflow;
- F. Accept EMV technology across all platforms;
- G. Maintain Level 1 PCI compliance; and
- H. Provide the ability to:
 - Correct duplicate transactions
 - Defer billing, collect installment payments and perform recurring billing
 - Correct duplicate transactions
 - Reverse or recall incorrect authorizations
 - Process after authorization returns
 - Authorize and settle transactions
 - Provide address verification and shipping date (“AVS”) compliance
 - Provide network and fraud monitoring
- I. Provide Component Institutions with complete and timely online reporting. Reporting function will be comprehensive and allow for customization, including the ability to download, define and sort information at various levels including merchant and relationship levels by individual institution.

- Rate & Fee Analysis Reporting
- Effective Rates
- Monthly Merchant Statements

5.4 PCI compliance validation will only be performed by QSA certified staff.

5.5 Perform additional duties, tasks or services not specifically identified but related to the Services described in this RFP if needed and when mutually agreed upon in writing by both parties.

Contractor will provide the following additional Services as described in Contractor's RFP response:

5.6.....Insert specifics from RFP.....

5.7.....Insert specifics from RFP....

EXHIBIT B**PRICING FOR SERVICES**

[Note: Specify payment model. If the fee is not a stipulated lump sum, include a “not to exceed” fee cap amount.]

1. Pricing for Services and Expenses: University will compensate Contractor for successful completion of Services outlined in **Exhibit A**, Scope of Work, as follows.

1.1 Pricing for Services. University will pay..... insert pricing model agreed upon:

[Option: Insert sections below depending on payment model used:

1.2 Expenses. In addition to the payments outlined in Section 1.1 above, University will reimburse, without mark-up, reasonable expenses for travel (including meals, rental car or mileage, coach class airfare, and lodging) validly incurred by Contractor directly and solely in support of Services and approved by University. **Travel will be limited to amounts established by the Comptroller of Public Accounts for the State of Texas for state employees.** Contractor will be subject to the then-current Travel Reimbursement Rates promulgated by the Comptroller at <https://fm.x.cpa.state.tx.us/fm/travel/travelrates.php> with regard to all travel expenses. Contractor will not be reimbursed by University for expenses that are prohibited or that exceed the allowable amounts provided in the then current Travel Reimbursement Rates. As a condition precedent to receiving reimbursement for expenses, Contractor must submit to University receipts, invoices, and other documentation requested by University.

Reimbursement for expenses and disbursements will not exceed a maximum expense cap (*to be mutually agreed by Contractor and University and provided in the Agreement*), without the prior written approval of University.

1.3 Fee Cap. Notwithstanding the foregoing, the cumulative amount of Service Fees remitted by University to Contractor will not exceed \$_____ (**Fee Cap**) without the prior written approval of University.

1.4 Expense Cap. Notwithstanding the foregoing, reimbursement for expenses and disbursements will not exceed a maximum of \$_____ (**Expense Cap**) without the prior written approval of University.

1.5 Contract Amount. The Fee Cap and the Expense Cap are sometimes collectively referred to as the **Contract Amount**. The total Contract Amount will not exceed \$_____.

3. INVOICING. Contractor will invoice TSUS each month and include any approved expenses incurred during the prior month. Invoices must reference the valid contract number, description of Services provided, date range of Services and itemize any approved expenses. Invoices will be submitted via email to: finance@tsus.edu

4. PAYMENT TERMS. University’s standard payment terms are “net 30 days” as mandated by the *Texas Prompt Payment Act* (ref. [Chapter 2251, Government Code](#)). University will be entitled to withhold _____ percent (____%) of the total payment due under the Agreement until after University’s acceptance of the final work product.

EXHIBIT C

HISTORICALLY UNDERUTILIZED BUSINESS SUBCONTRACTING PLAN

Subcontracting. Contractor will use good faith efforts to subcontract the work performed under the Agreement in accordance with the Historically Underutilized Business Subcontracting Plan (HSP) submitted with Contractor's proposal in response to **RFP 758-XX-XXXX** and incorporated into the Agreement. Except as specifically provided in the HSP, Contractor will not subcontract any of its duties or obligations under the Agreement, in whole or in part. The Agreement is subject to [34 TAC Section 20.285](#) ("RULE §20.285") of the [Texas Administrative Code](#). Contractor will comply with all of its duties and obligations under RULE §20.285. In addition to other rights and remedies, University may exercise all rights and remedies authorized by RULE §20.285.

1. Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to University in the format required by the Statewide Procurement Division of the Texas Comptroller of Public Accounts or any successor agency (collectively, **SPD**). Submission of compliance reports will be required as a condition for payment under this Agreement. If University determines that Contractor has failed to subcontract as set out in the HSP, University will notify Contractor of any deficiencies and give Contractor an opportunity to submit documentation and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Contractor. If University determines that Contractor failed to implement the HSP in good faith, University, in addition to any other remedies, may report nonperformance to the TPSS in accordance with 34 TAC [§§20.285\(g\)\(5\)](#), [20.585](#) and [20.586](#). University may also revoke this Agreement for breach and make a claim against Contractor.
2. **Changes to the HSP.** If at any time during the Term, Contractor desires to change the HSP, before the proposed changes become effective (a) Contractor must comply with [34 TAC §20.285](#); (b) the changes must be reviewed and approved by University; and (c) if University approves changes to the HSP, this Agreement must be amended in accordance with **Section 11.29** to replace the HSP with the revised subcontracting plan.

APPENDIX TWO**Usage Detail Summary**

APPENDIX TWO, see separate Excel document, provides the following usage detail information for the Component Institutions for a twelve-month period:

Transaction information (number of transactions, dollar volume, and average cost per ticket) for the following card types:

- Mastercard
- Visa
- Discover
- American Express
- Diner's Club
- JCB
- Discover Cash Advantage
- Debit Card

APPENDIX THREE**Schedule of Proposed Fees**

Proposer will use APPENDIX THREE, see separate Excel document, to list and describe all fees (e.g. transaction fees for authorization, settlement, network, communications, etc.) that will be charged to University during the contract term. University will not pay any fee or charge not provided in response to this appendix. The Excel document must be returned with Proposer's proposal. The document has five (5) worksheets or tabs for Proposer to complete:

1. **Processor Markup:** Provide the wholesale interchange and assessment fees and processor markup fees for the various card types.
2. **Processor Markup Example:** Use the fees provided in response to worksheet 1, Processor Markup, to complete the five (5) scenarios. The total fee amounts for each scenario will be provided in response to Section 6
3. **Markup Pro-Forma:** Provide rates and fees based on usage detail summary information provided in APENDIX TWO.
4. **General Fees:** Provide all scheduled and incidental fees related to the Services. Provide fee and indicate if it is fixed or negotiable, required or optional and the frequency in which the fee would be charged.
5. **Equipment:** Proposer will list all equipment needed to provide the Services. Provide the following for all items: the make / model, description of item, proposed fee, if the fee is fixed or negotiable, and if the item is required or optional.

Additions to the Excel document are expected but must follow format provided for ease of review and evaluation by University. Include any one-time or set up charges, research fees and include all other fees or charges that will or could be charged (e.g., interchange rates by location, regular and ad hoc reporting costs).

APPENDIX FOUR
Equipment and Card Usage

APPENDIX FOUR, see separate Excel document, provides information on the count of equipment (not transactions) and card usage information for the Component Institutions:

1. Equipment Information:
 - Merchant Name
 - Swipe Terminal Count
 - Internet / Other Swipe Count (i.e. number of merchant locations)
 - Usage Summary
 - Equipment Information
 - Leased or Owned status

2. Card Usage Information: Indicates acceptance of various card types for the terminal type

APPENDIX TWO
Usage Detail
Texas State University System

Institution Name: Lamar Institute of Technology

Processor Name: Chase Paymentech

Transactions by Type	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Averages
MasterCard													
# Transactions	326	285	228	264	180	142	220	256	257	212	198	108	223.00
\$ Volume	182,230	72,420	26,254	24,510	52,695	36,096	124,658	113,132	59,742	23,548	22,617	32,166	64,172
\$ Average Ticket	559	254	115	93	293	254	567	442	232	111	114	298	278
Visa													
# Transactions	1058	974	687	785	643	443	715	802	697	542	463	257	672.17
\$ Volume	521,805	193,920	97,093	67,939	206,922	95,215	369,823	227,549	173,535	69,370	48,095	71,330	178,550
\$ Average Ticket	493	199	141	87	322	215	517	284	249	128	104	278	251
Discover													
# Transactions	78	81	47	63	52	30	51	63	45	58	31	21	51.67
\$ Volume	58,353	10,177	3,351	3,525	22,303	11,692	40,547	33,924	17,236	5,757	1,742	4,388	17,750
\$ Average Ticket	748	126	71	56	429	390	795	538	383	99	56	209	325
American Express													
# Transactions	35	18	11	17	7	17	31	30	13	20	19	10	19.00
\$ Volume	31,942	5,803	669	2,587	5,218	7,880	36,039	18,233	8,203	2,154	3,609	9,129	10,956
\$ Average Ticket	913	322	61	152	745	464	1,163	608	631	108	190	913	522
Diner's Club													
# Transactions													
\$ Volume													
\$ Average Ticket													
JCB													
# Transactions													
\$ Volume													
\$ Average Ticket													
Discover Cash Advantage													
# Transactions													
\$ Volume													
\$ Average Ticket													
Debit Card													
# Transactions	513	1122	905	1025	481	325	462	745	1262	1131	980	292	770.25
\$ Volume	4,822	7,277	6,250	17,505	14,698	16,418	54,688	68,499	77,258	32,360	16,036	7,408	26,935
\$ Average Ticket	9	6	7	17	31	51	118	92	61	29	16	25	39

APPENDIX TWO
Usage Detail
Texas State University System

Institution Name: Lamar State College - Orange

Processor Name: Chase Paymentech

Transactions by Type	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Averages
MasterCard													
# Transactions	264	99	105	69	124	89	83	314	121	105	59	52	123.67
\$ Volume	155754.21	33174.31	46244.84	20737.51	72483.99	31369.75	35832.5	180009.3	33285.5	54933.7	22895.09	24582.76	59,275
\$ Average Ticket	589.98	335.09	440.43	300.54	584.55	352.47	431.72	573.28	275.09	523.18	388.05	472.75	439
Visa													
# Transactions	694	231	206	169	366	249	196	721	336	220	93	124	300.42
\$ Volume	372677.96	65047.46	108675.63	47101.39	210552.6	119162.16	78629.27	347777.62	65490.52	82954.27	31887.16	56818.95	132,231
\$ Average Ticket	537	281.59	527.55	278.71	575.28	478.56	401.17	482.35	194.91	377.06	342.87	458.22	411
Discover													
# Transactions	63	11	13	11	22	18	9	80	26	17	10	11	24.25
\$ Volume	47106.5	4849.25	6997	6493.25	17854.3	9969.25	3890.75	40612.25	9506.27	8510.15	3048.25	3698	13,545
\$ Average Ticket	747.72	440.84	538.23	590.3	811.56	553.85	432.31	507.65	365.63	500.6	304.83	336.18	511
American Express													
# Transactions	14	2	3	6	5	4	4	16	6	6	0	5	5.92
\$ Volume	8587.5	177.5	2591	2061.98	2112	1334	362	11434.5	929.76	277.5	0	1561	2,619
\$ Average Ticket	613.39	88.75	863.67	343.66	422.4	333.5	90.5	714.66	154.96	46.25	0	312.2	332
Diner's Club													
# Transactions													
\$ Volume													
\$ Average Ticket													
JCB													
# Transactions													
\$ Volume													
\$ Average Ticket													
Discover Cash Advantage													
# Transactions													
\$ Volume													
\$ Average Ticket													
Debit Card													
# Transactions	24	5	2	1	9	4	4	2	0	0	0	0	4.25
\$ Volume	8827.85	3316.25	1138.89	5	3624.41	834.5	70	40	0	0	0	0	1,488
\$ Average Ticket	367.83	663.25	569.45	5	402.71	208.63	17.5	20	0	0	0	0	188
Chase Credit													
# Transactions	0	0	0	0	0	0	0	86	7	8	6	10	9.75
\$ Volume	0	0	0	0	0	0	0	71,748.99	6,626.81	7,075.80	9,917.57	3,465.50	8,236
\$ Average Ticket	0	0	0	0	0	0	0	834.29	946.69	884.48	1,652.93	346.55	389
Chase Debit													
# Transactions	0	0	0	0	0	0	0	63	34	30	6	7	11.67
\$ Volume	0	0	0	0	0	0	0	29,574.00	5,233.75	7,204.18	493	2,437.00	3,745
\$ Average Ticket	0	0	0	0	0	0	0	469.43	153.93	240.14	82.17	348.14	108
Adjustments													
# Transactions	0	0	0	0	0	0	1	0	0	0	0	0	0.08
\$ Volume	0	0	0	0	0	0	-900	0	0	0	0	0	0
\$ Average Ticket	0	0	0	0	0	0	-900	0	0	0	0	0	0

APPENDIX TWO
Usage Detail
Texas State University System

Institution Name: Lamar State College - Port Arthur

Processor Name: Chase Paymentech

Transactions by Type	Jan-19**	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Averages
MasterCard													
# Transactions	387	146	143	121	213	125	120	502	356	167	85	79	203.67
\$ Volume	280,225	71,197	53,791	39,539	129,192	32,142	43,420	307,095	104,384	66,290	18,381	27,452	97,759
\$ Average Ticket	724	488	376	327	607	257	362	612	293	397	216	347	417
Visa													
# Transactions	804	348	341	329	550	299	409	1,085.00	773	396	222	185	478.42
\$ Volume	436,747	113,788	111,499	110,436	277,435	74,251	96,998	603,338	228,831	116,456	83,459	90,110	195,279
\$ Average Ticket	543	327	327	336	504	248	237	556	296	294	376	487	378
Discover													
# Transactions	85	30	20	14	37	17	19	79	59	25	14	11	34.17
\$ Volume	81,016	10,238	7,196	4,563	28,311	4,444	7,964	55,553	23,920	13,149	8,733	13,679	21,564
\$ Average Ticket	953	341	360	326	765	261	419	703	405	526	624	1,244	577
American Express													
# Transactions	40	16	8	4	19	7	12	43	32	10	8	6	17.08
\$ Volume	42,516	7,092	1,940	2,374	8,106	4,140	4,665	37,746	16,930	3,178	3,978	3,544	11,351
\$ Average Ticket	1,063	443	242	594	427	591	389	878	529	318	497	591	547
Diner's Club													
# Transactions													
\$ Volume													
\$ Average Ticket													
JCB													
# Transactions													
\$ Volume													
\$ Average Ticket													
Discover Cash Advantage													
# Transactions													
\$ Volume													
\$ Average Ticket													
Debit Card													
# Transactions	56	23	20	28	32	20	28	83	56	27	14	18	33.75
\$ Volume	25,811	6,611	9,839	4,560	9,090	3,630	9,846	24,409	13,836	6,370	2,292	11,449	10,645
\$ Average Ticket	461	287	492	163	284	181	352	294	247	236	164	636	316

**Due to maximum of 13-month history stored in JPMorgan Chase's Resource Online, Jan-18 data has been replaced with Jan-19 data.

APPENDIX TWO
Usage Detail
Texas State University System

Institution Name: Lamar University

Processor Name: Chase Paymentech

Transactions by Type	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Averages
MasterCard													
# Transactions	706	578	637	714	734	677	617	686	679	629	703	585	662.08
\$ Volume	86,823	55,936	93,130	115,204	111,138	80,129	52,563	161,976	60,323	61,574	54,861	52,263	82,160
\$ Average Ticket	123	97	146	161	151	118	85	236	89	98	78	89	123
Visa													
# Transactions	1215	1397	1414	1583	1706	1644	1608	1081	1139	1039	1120	939	1323.75
\$ Volume	72,970	89,101	144,796	132,935	146,190	111,029	91,654	78,619	73,321	50,458	47,738	38,558	89,781
\$ Average Ticket	60	64	102	84	86	68	57	73	64	49	43	41	66
Discover													
# Transactions	85	92	107	97	109	103	82	91	74	86	100	85	92.58
\$ Volume	6,800	12,786	17,343	16,798	14,077	9,651	4,617	6,326	3,991	8,413	5,381	5,635	9,318
\$ Average Ticket	80	139	162	173	129	94	56	70	54	98	54	66	98
American Express													
# Transactions	114	70	83	101	89	85	72	88	96	110	88	89	90.42
\$ Volume	10,340	4,949	11,115	24,364	15,658	8,992	7,890	26,974	14,896	9,697	4,674	7,503	12,254
\$ Average Ticket	91	71	134	241	176	106	110	307	155	88	53	84	135
Diner's Club													
# Transactions													
\$ Volume													
\$ Average Ticket													
JCB													
# Transactions													
\$ Volume													
\$ Average Ticket													
Discover Cash Advantage													
# Transactions													
\$ Volume													
\$ Average Ticket													
Debit Card													
# Transactions	716	460	552	631	601	392	309	1204	658	505	581	432	586.75
\$ Volume	482,444	266,581	306,515	204,358	319,237	163,099	133,905	698,932	328,069	244,129	199,338	160,199	292,234
\$ Average Ticket	674	580	555	324	531	416	433	581	499	483	343	371	482

APPENDIX TWO
Usage Detail
Texas State University System

Institution Name: Sul Ross State University

Processor Name: Chase Paymentech

Transactions by Type	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Averages
MasterCard													
# Transactions	486	254	322	259	332	237	363	524	353	342	310	189	330.92
\$ Volume	275608.54	94177.92	97694.36	79679.61	141192.32	65183.77	126373.06	283478.12	168353.18	133812.86	56816.81	66645.06	132,418
\$ Average Ticket	567.1	370.78	303.4	307.64	425.28	275.04	348.14	540.99	476.92	391.27	183.28	352.62	379
Visa													
# Transactions	686	403	510	420	507	330	428	563	419	390	331	207	432.83
\$ Volume	414627.96	142436.44	156911.82	151798.73	248971.21	100840.82	179191.34	329698.78	184622.68	171770.89	80068.56	55131.35	184,673
\$ Average Ticket	604.41	353.44	307.67	361.43	491.07	305.58	418.67	585.61	440.63	440.44	241.9	266.34	401
Discover													
# Transactions	50	16	28	19	37	16	30	48	24	29	18	12	27.25
\$ Volume	34562.87	3195.41	6128.55	9243.71	23094.88	6438.87	14693.83	42314.57	7314.76	10869.28	4890.79	4735.73	13,957
\$ Average Ticket	691.26	199.71	218.88	486.51	624.19	402.43	489.79	881.55	304.78	374.8	271.71	394.64	445
American Express													
# Transactions	0		1		1	1	1	2	2		1	1	1.11
\$ Volume	0		30		25	50	656.72	9469.35	31		45	250	1,173
\$ Average Ticket	0		30		25	50	656.72	4734.68	15.5		45	250	645
Diner's Club													
# Transactions													
\$ Volume													
\$ Average Ticket													
JCB													
# Transactions													
\$ Volume													
\$ Average Ticket													
Discover Cash Advantage													
# Transactions													
\$ Volume													
\$ Average Ticket													
Debit Card													
# Transactions	1	2						2	53	36	32	39	30
\$ Volume	247.98	110						105	29136.54	22019.06	9600.57	9974.1	4563.33
\$ Average Ticket	247.98	55						52.5	549.75	611.64	300.02	255.75	152.11
Chase Credit													
# Transactions							2	108	63	72	67	35	57.83
\$ Volume							3395.28	120108.89	38361.34	30775.25	30352.11	25155.61	41358.08
\$ Average Ticket							1697.64	1112.12	608.91	427.43	453.02	718.73	836.31

APPENDIX TWO
Usage Detail
Texas State University System

Institution Name: Sam Houston State University

Processor Name: Chase Paymentech

Transactions by Type	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Averages
MasterCard													
# Transactions	667	656	757	834	790	748	651	614	635	822	827	521	710.17
\$ Volume	107,605	82,968	120,384	128,315	120,193	155,670	103,153	58,669	67,925	102,571	93,152	74,394	101,250
\$ Average Ticket	161	126	159	154	152	208	158	96	107	125	113	143	142
Visa													
# Transactions	1234	1341	1272	1376	1260	1062	952	1274	1300	1617	1612	849	1262.42
\$ Volume	132,136	122,791	202,117	150,219	202,612	137,697	82,110	105,597	87,893	158,857	203,052	94,880	139,997
\$ Average Ticket	107	92	159	109	161	130	86	83	68	98	126	112	111
Discover													
# Transactions	219	213	249	269	223	202	159	207	195	304	289	162	224.25
\$ Volume	12,702	10,648	18,728	16,187	18,532	17,794	11,535	9,055	7,931	14,515	13,267	15,578	13,873
\$ Average Ticket	58	50	75	60	83	88	73	44	41	48	46	96	63
American Express													
# Transactions	220	286	266	291	268	249	224	294	242	369	387	186	273.50
\$ Volume	29,016	33,583	48,068	40,081	44,097	49,227	28,893	32,157	27,808	44,460	38,709	25,415	36,793
\$ Average Ticket	132	117	181	138	165	198	129	109	115	120	100	137	137
Diner's Club													
# Transactions													
\$ Volume													
\$ Average Ticket													
JCB													
# Transactions													
\$ Volume													
\$ Average Ticket													
Discover Cash Advantage													
# Transactions													
\$ Volume													
\$ Average Ticket													
Debit Card													
# Transactions	10221	8373	8574	9363	9931	5189	4554	11996	8760	9087	9602	6795	8537.08
\$ Volume	5,611,649	1,340,223	1,880,522	1,948,047	4,759,390	934,581	645,718	6,424,723	2,095,247	1,947,094	2,257,473	2,104,122	2,662,399
\$ Average Ticket	549	160	219	208	479	180	142	536	239	214	235	310	289

APPENDIX TWO
Usage Detail
Texas State University System

Institution Name: Texas State University

Processor Name: Chase Paymentech

Transactions by Type	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Averages
MasterCard													
# Transactions	2,976.00	3,034.00	3,475.00	3,517.00	2,057.00	2,184.00	2,234.00	3,165.00	3,134.00	3,833.00	3,392.00	1,992.00	2916.08
\$ Volume	292952.82	204867.7	254169.97	217644.59	284028.55	96800.53	262817.18	372785.88	175647.74	249638.44	177495.53	117395.94	225,520
\$ Average Ticket	98.44	67.52	73.14	61.88	138.08	44.32	117.64	117.78	56.05	65.05	52.33	58.93	79
Visa													
# Transactions	8,650.00	5,189.00	8,537.00	8,571.00	5,197.00	5,062.00	4,318.00	5,303.00	5,292.00	6,577.00	5,706.00	3,349.00	5979.25
\$ Volume	686971.33	274099.16	515703.29	520443.35	496478.41	161214.52	421890.17	578984.6	251597.4	330388.11	245920.6	166074.98	387,480
\$ Average Ticket	79.42	52.66	60.41	60.72	95.53	31.85	97.7	109.18	47.54	50.27	43.1	49.59	65
Discover													
# Transactions	1,259.00	1,311.00	1,191.00	1,354.00	704	633	764	1,089.00	1,089.00	1,447.00	1,293.00	796	1077.50
\$ Volume	99011.19	60602.9	52991.65	48753.97	48478.05	57705.08	62029.8	102096.24	35083.09	52677.19	43578.89	25827.01	57,403
\$ Average Ticket	78.64	46.23	44.49	36.01	68.86	91.16	81.19	61.7	32.22	36.43	33.7	32.45	54
American Express													
# Transactions	1,471.00	1,289.00	1,477.00	1,470.00	897	910	1,205.00	1,481.00	1,485.00	1,735.00	1,442.00	784	1303.83
\$ Volume	129241.76	79975.32	91004.77	100934.5	103785.34	97063.01	150369.35	172202.93	82870.85	151402.58	69044.6	58439.83	107,195
\$ Average Ticket	87.86	62.04	61.61	68.66	115.7	106.66	124.79	116.27	32.22	86.72	47.88	74.54	82
Diner's Club													
# Transactions													
\$ Volume													
\$ Average Ticket													
JCB													
# Transactions													
\$ Volume													
\$ Average Ticket													
Discover Cash Advantage													
# Transactions													
\$ Volume													
\$ Average Ticket													
Debit Card													
# Transactions	37,013.00	37,004.00	34,593.00	35,844.00	18,762.00	18,052.00	15,886.00	23,886.00	31,138.00	33,445.00	27,346.00	16,227.00	27433.00
\$ Volume	1936938.82	1118551.37	1106619.45	878032.19	700336.55	809758.5	712575.2	1473714.81	731078.85	824102.67	688498.67	433298.2	951,125
\$ Average Ticket	52.33	30.23	31.99	24.5	37.33	44.86	44.86	61.7	23.48	24.66	25.18	26.7	36
Chase Credit													
# Transactions							1,280.00	2,912.00	2,427.00	3,107.00	2,880.00	1,800.00	2401.00
\$ Volume							132,422.47	305,291.57	94,787.61	143,174.44	128,789.26	89,624.21	149,015
\$ Average Ticket							103.46	104.84	39.06	46.07	44.72	49.79	65
Chase Debit													
# Transactions							1,334.00	3,791.00	5,174.00	5,376.00	4,531.00	2,751.00	3826.17
\$ Volume							73,540.28	228,487.54	114,679.27	130,047.02	106,455.87	74,198.12	121,235
\$ Average Ticket							55.13	60.27	22.16	24.11	23.5	26.97	35

Appendix Three - Part #1 (Processor Markup)
Schedule of Proposed Fees
Texas State University System

Make sure to complete all worksheets.

As part of your response, provide a complete schedule of the fees to be applied to merchant services for the Texas State University System in response to this RFP. **Complete all worksheets using the Interchange + Plus pricing model.** All fees required to provide the service must be provided. Alternative formats to provide those fees are acceptable as long as all fees are defined and categorized for analysis purposes. The format below and on the second worksheet should be utilized - but extended as necessary - if possible to facilitate evaluation.

<u>Description</u>	<u>Proposed Fee</u>	<u>Notes, as applicable</u>
WHOLESALE INTERCHANGE AND ASSESSMENT FEES		
Fixed and Non-Negotiable indicate below if otherwise		
PROCESSOR MARKUP FEES		
<i>Percent Each Transaction</i>		
MasterCard		
Visa		
Discover		
Amex		
Debit		
<i>Percent Each Transaction Averaged</i>		
<i>Amount Each Transaction</i>		
MasterCard		
Visa		
Discover		
Amex		
Debit		
<i>Amount Each Transaction Averaged</i>		

Appendix Three - Part #4 (General Fees)
Schedule of Proposed Fees
Texas State University System

Make sure to complete all worksheets.

As part of your response, provide a complete schedule of the fees to be applied to merchant services for the Texas State University System in response to this RFP. Complete all worksheets using the Interchange + Plus pricing model. All fees required to provide the service must be provided. Alternative formats to provide those fees are acceptable as long as all fees are defined and categorized for analysis purposes. The format below and on the second worksheet should be utilized - but extended as necessary - if possible to facilitate evaluation.

<u>Description</u>	<u>Proposed Fee</u>	<u>Fixed</u> <u>or Negotiable</u>	<u>Required</u> <u>or Optional</u>	<u>Frequency</u>	<u>Notes, as applicable</u>
Do NOT enter any Wholesale, Interchange, Assessment or Markup fees on this worksheet. Add additional lines as needed - provide ALL fees					
SCHEDULED					
	Monthly Fee				
	Annual Fee				
	Statement Fee				
	Online Reporting Fee				
	Monthly Minimum Fee				
	POS Software Fee				
	Payment Gateway Fee				
	PCI Compliance Fees				
	IRS Reporting Fee				
INCIDENTAL					
	Application/Setup Fee				
	Early Termination Fee (ETF)				
	Account Closure Fee				
	Address Verification Service (AVS)				
	Voice Authorization Fee				
	Retrieval Request Fee				
	Chargeback Fee				
	Batch Fee				
	Non-Sufficient Funds Fee (NSF)				
OTHER					

Appendix Three - Part #5 (Equipment)
Schedule of Proposed Fees
Texas State University System

Make sure to complete all worksheets.

As part of your response, provide a complete schedule of the fees to be applied to merchant services for the Texas State University System in response to this RFP. Complete all worksheets using the Interchange + Plus pricing model. All fees required to provide the service must be provided. Alternative formats to provide those fees are acceptable as long as all fees are defined and categorized for analysis purposes. The format below and on the second worksheet should be utilized - but extended as necessary - if possible to facilitate evaluation.

<u>Description</u>		<u>Proposed Fee</u>	<u>Fixed or Negotiable</u>	<u>Required or Optional</u>	<u>Notes, as applicable</u>
Do NOT enter any Wholesale, Interchange, Assessment or Markup fees on this worksheet. Add additional lines as needed - provide ALL fees					
EQUIPMENT COSTS	Specify Manufacturer + Models and Lease or Purchase				
	Terminals				
	Pin Pads				
	Software				
	Wedge Readers				
	Mobile				
	POS				
	Programming				
	Other				

APPENDIX FOUR
Equipment and Card Usage
Texas State University System

Institution Name: Lamar Institute of Technology

Merchant Processor: Chase Paymentech

Merchant Name	Swipe Terminal Count	Internet/ Other Count	Usage Summary	Equipment	Leased/Owned
Lamar Institute of Technology				6 machines ict250 model	

*Add Additional Lines above if needed

Cards Accepted		
MasterCard	Y	Y
Visa	Y	Y
Discover	Y	Y
Amex	Y	Y
Debit with Pin	Y	Y
Debit without Pin	Y	Y
Other (indicate)	Y/N	Y/N

APPENDIX FOUR
Equipment and Card Usage
Texas State University System

Institution Name: Lamar State College - Orange

Merchant Processor: Chase PaymentTech

Merchant Name	Swipe Terminal Count	Internet/Other Count	Usage Summary	Equipment	Leased/Owned
Brown Estate	7	23	Rental, Food, Etc	iCT250	Lease
Cashier Office	1933	1384	Tuition and Fees	iCT250	Lease
Web Processing	0	1287	Tuition and Fees		

*Add Additional Lines above if needed

Cards Accepted		
MasterCard	Y	Y
Visa	Y	Y
Discover	Y	Y
Amex	Y	Y/N
Debit with Pin	Y	Y/N
Debit without Pin	Y/N	Y/N
Other (indicate)	Y/N	Y/N

APPENDIX FOUR
Equipment and Card Usage
Texas State University System

Institution Name: Lamar State College - Port Arthur

Merchant Processor: Chase Paymentech

Merchant Name	Swipe Terminal Count	Internet/Other Count	Usage Summary	Equipment	Leased/Owned
Business Office	3		Tuition and Fees	Ingenico iSC250 Swipe Device iPad with MAGTEK EMV Secure Card	Owned
Business Office		1	Ticket Sales, Testing Fees, etc.	Reader	Owned
Carl Parker Multipurpose Center		1	Rentals, Concessions, etc	Personal Computer using Chase Online Point of Sale Terminal	Owned

*Add Additional Lines above if needed

Cards Accepted		
MasterCard	Y	Y
Visa	Y	Y
Discover	Y	Y
Amex	Y	Y
Debit with Pin	Y	Y
Debit without Pin	Y	Y
Other (indicate)	N	N

APPENDIX FOUR
Equipment and Card Usage
Texas State University System

Institution Name: Lamar University

Merchant Processor: Chase Paymentech

Merchant Name	Swipe Terminal Count	Internet/Other Count	Usage Summary	Equipment	Leased/Owned
Gladys City Museum	1		Event and Merchandise sales	ICT250	Owned
LU Application Fees		1	Application Fees	n/a	n/a
LU Art Museum	1		Event and Merchandise Sales	ICT250	Owned
LU Athletics		6	Donations, Event and Merchandise Sales	IDMD swipe machines	Owned
LU Cashier Office	5		Tuition and Fees	ICT250	Owned
LU KVLU	1		Donations, Event and Merchandise sales	ICT250	Owned
LU Marketplace		1	Donations, Event and Merchandise Sales	n/a	n/a
LU Speech and Hearing	1		Services	ICT250	Owned
LU Theater and Dance	1		Event registration	ICT250	Owned
LU SBDC	1		Event registration	ICT250	Owned

*Add Additional Lines above if needed

Cards Accepted

MasterCard	Yes	Yes
Visa	Yes	Yes
Discover	Yes	Yes
Amex	Yes	Yes
Debit with Pin	Yes	No
Debit without Pin	Yes	Yes
Other (indicate)	n/a	n/a

APPENDIX FOUR
Equipment and Card Usage
Texas State University System

Institution Name: Sul Ross State University

Merchant Processor: Chase Paymentech

Merchant Name	Swipe Terminal Count	Internet/Other Count	Usage Summary	Equipment	Leased/Owned
Museum of Big Bend SRS	970			Retail cash register	Owned
SRSU Application Pmts		1429			
SRSU Cashier's Office				Ingenico iCT250	Owned
SRSU One Stop Shop				Ingenico iCT250	Owned
SRSU RGC Del Rio				Ingenico iCT250	Owned
SRSU RGC Eagle Pass				Ingenico iCT250	Owned
SRSU RGC Uvalde				Ingenico iCT250	Owned
SRSU Web Payments		4844			

*Add Additional Lines above if needed

Cards Accepted		
MasterCard	Y/N	Y/N
Visa	Y/N	Y/N
Discover	Y/N	Y/N
Amex	Y/N	Y/N
Debit with Pin	Y/N	Y/N
Debit without Pin	Y/N	Y/N
Other (indicate)	Y/N	Y/N

APPENDIX FOUR
Equipment and Card Usage
Texas State University System

Institution Name: Sam Houston State University
Merchant Processor: Chase Paymentech

Merchant Name	Swipe Terminal Count	Internet/Other Count	Usage Summary	Equipment	Leased/Owned
SHSU LEMIT	1		Training and Merchandise Sales	iCT250	Owned
CMIT SHSU CJ CENTER	1		Training Registration	iCT250	Owned
SHSU PRESS & COPY CENTER	1		Printing and Copy Services	iCT250	Owned
SHSU CRIMINAL JUSTICE CENTER	1		Training and Merchandise Sales	iCT250	Owned
SHSU UNIVERSITY ADVANCEMENT	1		Donations and Event Registration	iCT250	Owned
SHSU ALUMNI RELATIONS	1		Donations and Event Registration	iCT250	Owned
SHSU ALUMNI RELATIONS	1		Donations and Event Registration	Verifone VX680 Wireless	Owned
SHSU WEB PAY		1	Tuition & Fees, Online Ecommerce Sales, Luminate Donations (Univ. Advancement), Admissions Fees, and Orientation Fees	MarketPlace Payment Gateway & Luminate using PayFlo Pro and Admissions and Orientation using PayFlo Pro*PayFlo Pro*	Owned
SHSU RECREATIONAL SPORTS	5		Rentals,Event Registration, Miscellaneous Tangible Item Sales, Ticket Sales, Concession Sales	iCT250	Owned
SHSU RECREATIONAL SPORTS	2		Ticket Sales, Concession Sales	Verifone VX680 Wireless	Owned
SHSU ATHLETIC DEPARTMENT	1		Sponsorships, entry fees, novelty sales	iCT250	Owned
LSC KAT KLUB	2		Bowling, Game Room Rental Fees, Sock Sales	vX805 /NetConnect with Brunswick POS	Owned
SHSU SBDC (Small Development Center)		1	Training	PayFlow Pro / NetConnect	Owned
SHSU NEWTON GRESHAM LIBRARY	4		Fines, Copy Services, Binding	iCT250	Owned
SHSU TESTING CENTER	2		Testing Services	iCT250	Owned
SHSU MUSEUM	1		Entry Fees, Merchandise Sales	iCT250	Owned
SHSU MAIN BURSARS OFFICE ***	2		Tuition & Fees	iCT250	Owned
SHSU MAIN BURSARS OFFICE ***	5		Tuition & Fees / TouchNet Payment Gateway	iSC250	Owned
SHSU PAC	5		Ticket Sales, Donations	iCT250	Owned
UNIVERSITY HOTEL		1	Hotel Services, Merchandise Sales	Symphony	Owned
SHSU MOBILE CHECK OUT	2		Various Sales/Services - Loaned out by Bursar's to Departments needing mobile credit card capabilities	MagTec	Owned
SHSU SPECIAL EVENTS	2		Various Sales/Services - Loaned out by Bursar's to Departments needing mobile credit card capabilities	vX680	Owned
SHSU PARKING AND TRANSPORTATION		2	Parking Fees	Parkeon - My Park Folio / NetConnect	Owned
*Add Additional Lines above if needed					
Merchants using an alternative payment processor:					
SHSU RAVEN NEST GOLF COURSE		1	Golf Course Fees, Merchandise Sales	Club Profit POS/ Merchant Processor: Integrity Payment Systems	Owned
SHSU ALUMNI RELATIONS **		1	Donations and Event Registration	PayPal Here	Owned
SHSU UNIVERSITY ADVANCEMENT **		1	Donations and Event Registration	PayPal Here	Owned

Cards Accepted		
MasterCard	Y	Y
Visa	Y	Y
Discover	Y	Y
Amex	Y	Y
Debit with Pin	Y	N
Debit without Pin	Y	Y
Other (indicate)		

*VISA not accepted by PayFlo Pro / SHSU Web Pay used
Admissions and Orientation
** There is only one PayPal Here MID shared by SHSU Alumni Relations and SHSU University Advancement
*** SHSU MAIN BURSARS OFFICE accepts Pin Debit Only

APPENDIX FOUR
Equipment and Card Usage
Texas State University System

Institution Name: Texas State University

Merchant Processor: Chase Paymentech

Merchant Name	Swipe Terminal Count	Internet/ Other Count	Usage Summary	Equipment	Leased/Owned
TXST Univerity Advancement		2	Donations	TouchNet uPay/ kiosk	Owned
TXST W Univ Advancement		1	Donations - call center	TouchNet uPay	n/a
TXST Wittliff		1	Merchandise/ event tickets	TouchNet Stores	n/a
TXST Alkek Library Web		1	Fines/fees	TouchNet Stores	n/a
TXST Alkek Library	1		Fines/fees	Verifone VX520, VX820 pp	Owned
TXST Alkek Library	1		Events/merchandise	Verifone VX680 Wireless	Owned
TXST Alumni Assoc	1		Events/merchandise	Verifone VX680 Wireless	Owned
TXST Spring Lake	3		Ticket Sales	Verifone VX520	Owned
TXST Spring Lake	1		Merchandise	Verifone VX680 Wireless	Owned
TXST Meadows Center		1	Ticket Sales	TouchNet Stores	n/a
TXST Athletics		1	Ticket Sales	Paciolan/Bluefin P2PE	Owned
TXST Athletic Foundation	1		Donations	VX520, VX820 pp	Owned
TXST Athletics TAssoc	3		Concessions/Merchandise	Verifone VX680 Wireless	Owned
TXST Bike Cave	1		Repair services/merchandise	Verifone VX680 Wireless	Owned
TSUS Foundation		1	Donations	TouchNet Stores	n/a
TXST E-Payment Svcs		1	E-commerce	TouchNet Stores	n/a
TXST Campusloan Mngmnt		1	Loan collection/ tuition pmts	TouchNet uPay	n/a
TXST Cashiers Temp	7		Events/merchandise	Verifone VX680 Wireless	Owned
TX Cashiers Office	3		Events/merchandise	Verifone VX520, VX820 pp	Owned
TXST Cashiers Office	1		Events/merchandise	Verifone VX680 Wireless	Owned
TXST Continuing Ed Web		1	Registration fees	TouchNet Stores	n/a
TXST Continuing Edu	1		Registration fees	Verifone VX520	Owned
TXST Certified Pub Mgr		1	Registration fees	TouchNet Stores	n/a
TXST W Correspondence		1	Registration fees	TouchNet Stores	n/a
TXST Study Abroad		1	Registration fees	TouchNet Stores	n/a
TXST TSIE		1	Registration fees	TouchNet Stores	n/a
TXST Registrars Web		1	Registration fees	FlexReg/TN T-link	n/a

TXST Extension Studies		1	Registration fees	TouchNet Stores	n/a
TXST DHRL Guest Housing	1		Housing fees	Verifone VX680 Wireless	Owned
TXST Housing Reslife		2	Housing fees	StarRez/ TN Tlink/ kiosks	Owned
TXST Duplicating Svcs	1		Printing services	Verifone VX520, VX820 pp	Owned
TXST EARDC Web		1	Registration fees	TouchNet Stores	n/a
TXST EARDC	1		Lab services	Verifone VX520, VX820 pp	Owned
TXST Fine Arts & Comm		4	Ticket Sales	University Ticket/ TN T-Link/ kiosks	Owned
TXST Friends Fine Arts	1		Donations	Verifone VX520	Owned
TXST GradSchool WebPP		1	Application Fees	PayPal/Payflow Pro	n/a
TXST Grad School		1	Fees	TouchNet Stores	n/a
TXST ID Svcs Web		1	ID Card services	CBORD	n/a
TXST ID Services	1		ID Card services	Verifone VX520, VX820 pp	Owned
TXST LBJSC Info Desk	1		Services at Student Center	Verifone VX520, VX820 pp	Owned
TXST Student Center Reserv	1		Room rental fees	Verifone VX520, VX820 pp	Owned
TXST Cat Camp		1	Camp fees/donations	TouchNet Stores	n/a
TXST Parking Garage Web		1	Parking fees	TouchNet Stores	n/a
TXST Parking Garage	3		Parking fees	Verifone VX520, VX820 pp	Owned
TXST Pay Station		1	Parking fees	Ammano McGann, Parkeon	Owned
TXST Parking Web		1	Parking permits & fees	AIMS/ TN T-link	n/a
TXST Parking Services	4		Parking permits & fees	Verifone VX520, VX820 pp	n/a
TXST Campus Rec		1	Registration fees	Innosoft Fusion/ TN T-Link	n/a
TXST Rec Sports	8		Membership fees/rentals	Verifone VX520, VX820 pp	Owned
TXST Transcripts	1		Fees	Verifone VX520	Owned
TXST Round Rock OSC	1		Testing fees/merchandise	Verifone VX520, VX820 pp	Owned
TXST Piano		1	Registration fees	TouchNet Stores	n/a
TXST W Choral		1	Registration fees	TouchNet uPay	n/a
TXST W Music		1	Registration fees/ misc fees	TouchNet Stores	n/a
TXST W String		1	Registration fees	TouchNet uPay	n/a
TXST Schl of Music	1		Misc fees	Verifone VX520, VX820 pp	Owned
TXST Health Center Web	1		Health services	TouchNet uPay	n/a
TXST Health Center	7		Health services	Verifone VX520, VX820 pp	Owned
TXST Tech Resources	1		Computer repair	Verifone VX520	Owned
TXST Testing Ctr Web		1	Testing Fees	TouchNet Stores	n/a
TXST Testing Center	2		Testing Fees	Verifone VX520, VX820 pp	Owned
TXST RRC Testing Ctr		1	Testing Fees	TouchNet Stores/ kiosk	Owned
TXST Testing Ctr RRC	1		Testing Fees	Verifone VX520	Owned
TXST Admissions Webpp		1	Application Fees	PayPal/Payflow Pro	n/a
TXST Admissions Web		1	Orientation Fees	Visual Zen/TN T-link	n/a
TXST ALERRT		1	Registration Fees	TouchNet Stores	n/a
TXST ALERRT Conf		1	Registration Fees	Verifone VX680 Wireless	Owned
TXST Parent Family Rel		1	Registration Fees	TouchNet Stores	n/a
TXST Crisis Negotiation		1	Registration Fees	TouchNet Stores	n/a
TXST Fashion Merchandising		1	Registration Fees	TouchNet Stores	n/a

TXST Physical Therapy	1	Registration Fees	TouchNet Stores	n/a
TXST KTSW 89.9 FM Radio	1	Registration Fees	TouchNet Stores	n/a
TXST SBDC	1	Registration Fees	TouchNet Stores	n/a
TXST Kids Kollege	1	Registration Fees	TouchNet Stores	n/a
TXST Dos Panhellenic	1	Membership fees	TouchNet Stores	n/a
TXST Print & Mail Svcs	1	Invoice payments	TouchNet Stores	n/a
TXST SL Program	1	Merchandise	TouchNet Stores	n/a
TXST SDI	1	Registration Fees	TouchNet Stores	n/a
TXST TEA	1	Testing Fees	TouchNet Stores	n/a
TXST Career Svcs Web	1	Registration Fees	TouchNet Stores	n/a
TXST Prof Dev HR	1	Sponsorships	TouchNet Stores	n/a
TXST CARES	1	Registration Fees	TouchNet Stores	n/a
TXST SACA	1	Registration Fees	TouchNet Stores	n/a
TXST CTMH	1	Merchandise	TouchNet Stores	n/a
TXST SUPT Program	1	Registration Fees	TouchNet Stores	n/a
TXST Vendor & HUB Showcase	1	Registration Fees	TouchNet Stores	n/a
TXST HUB Forum	1	Registration Fees	TouchNet Stores	n/a
TXST TXSSC Web	1	Registration Fees	TouchNet Stores	n/a
TXST HPER Dept	1	Health assessment fee	TouchNet Stores	n/a
TXST University Star	1	Advertising space	TouchNet Stores	n/a
TXST C&I	1	Name tags	TouchNet Stores	n/a
TXST Play Therapy	1	Registration Fees	TouchNet Stores	n/a
TXST Geography FT	1	Registration Fees	TouchNet Stores	n/a
TXST Mathworks	1	Educational materials	TouchNet Stores	n/a
TXST Univ Marketing	1	Merchandise	TouchNet Stores	n/a
TXST Stu Health/Well	1	Sponsorships	TouchNet Stores	n/a
TXST Honors College	1	Registration Fees	TouchNet Stores	n/a
TXST Biology	1	Registration Fees	TouchNet Stores	n/a
TXST Office of Ed Prep	1	Testing Fees	TouchNet Stores	n/a
TXST Sci & Eng	1	Registration Fees	TouchNet Stores	n/a
TXST CSSW	1	Educational Materials	TouchNet Stores	n/a
TXST FACTS	1	Registration Fees	TouchNet Stores	n/a
TXST SCOLAS	1	Registration Fees	TouchNet Stores	n/a
TXST Art & Design	1	Registration Fees	TouchNet Stores	n/a
TXST Anthropology	1	Registration Fees	TouchNet Stores	n/a

Cards Accepted

MasterCard	Y	Y
Visa	Y	Y
Discover	Y	Y
Amex	Y	Y
Debit with Pin	Y	N

Debit without Pin
EMV
NFC

Y	Y
Y	N
Y	N

Addendum No. 1

Issued: 5/24/19

RFP No.:

758-19-00066

MERCHANT SERVICES

FOR
THE TEXAS STATE UNIVERSITY SYSTEM
AUSTIN, TEXAS

Notice To All Potential Respondents:

This Addendum to the Request for Proposal (RFP) No. 758-19-00066, posted on 5/8/2019, modifies bid documents with the amendments and additions noted below.

Prepared By:

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The Texas State University System

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Questions and Answers:

The questions below were submitted to the Point-of-Contact in writing prior to the question deadline (ref. Section 2.3) of the RFP and have been answered by University. The worksheets named “LSCO” and “SRSU” in **APPENDIX FOUR** have been updated as a result of the questions submitted and a new version has been posted as a part of this Addendum.

1. How many merchant accounts (also known as Merchant ID’s or MID’s) do each of the TSUS affiliates have today?

ANSWER: Please refer to Appendix Four. A unique line for merchant name indicates a MID.

2. Appendix 4 lists multiple Terminals on multiple tabs. (Examples - Ingenico ICT250, Verifone VX520, VX820 etc.)
 - a. Which are stand-alone terminals?
 - b. Which terminals are integrated into a gateway or front end system?
 - i. What are the Gateways they are integrated to?
 - ii. What front end system is the terminal integrated to and what gateway does that front end system integrate to?

ANSWER: A. All are standalone. B. None

2. What methods of authorization is used today, real-time authorization, batch authorization, recurring, installment, other?

ANSWER: Real-time.

3. What acceptance methods, face-to-face, phone, Web, IVR and/or recurring are used today by each location?

ANSWER: Refer to Appendix Four, Equipment column.

4. If any of the POS systems use a third-party payment software/middleware application, provide the company name, product name and version, including service packs of each software and the POS system it is used with?

ANSWER: Refer to Appendix Four, Equipment column.

5. If a third-party payment gateway is used for web payment processing, provide the company name and product name of the gateway and areas using this acceptance type?

ANSWER: Refer to Appendix Four, Equipment column.

6. If a third-party payment gateway is used for IVR payment processing, provide the company name and product name of the gateway and areas using this acceptance type along with the company name and product name of the IVR system?

ANSWER: IVR is not currently used on any campus.

7. If a payment gateway is used for over the counter, mail or telephone payment processing, provide the company name and product name of the gateway and locations using this acceptance type and how it is used in conjunction with each acceptance method?

ANSWER: Refer to Appendix Four, Equipment column.

8. Are any recurring transactions performed and automatically executed by the current vendor?

ANSWER: Chase does not process any recurring transactions on behalf of schools. Various gateways may process recurring payments for schools.

9. Are you PCI compliant today and what is your PCI level?

ANSWER: Yes – all schools are PCI compliant level 4.

10. Does any location utilize tokenization today, if so please provide the tokenization method and product used?

ANSWER: No local tokenization is currently occurring directly with Chase Paymentech.

11. Does any location utilize point-to-point (P2P) or end-to-end (E2E) encryption today, if so please provide the encryption method and product used?

ANSWER: Schools use a variety of encryption methods including P2P and E2E. For Chase terminals, the encryption is Safetech E2E. For P2PE the terminals use Bluefin.

12. What is the time frame of your current funding for payment of your settlement items?

ANSWER: 24 to 48 hours.

13. How are you funded via wire or ACH?

ANSWER: ACH.

14. What depository bank are your funds settled into?

ANSWER: Wells Fargo primarily, but may vary by school.

16. What is your settlement cutoff time?

ANSWER: Varies by school and MID – typically 10 to midnight.

17. Who is the incumbent(s) for this service?

ANSWER: Chase Paymentech.

18. What is the Annual Processing Volume? Can it be broken down by transaction, Dollar Volume, Card Type and Campus?

ANSWER: Refer to Appendix Two.

19. What is the Annual E-Check volume?

ANSWER: Texas State 2018: 61,860 ~\$117m
SHSU 2018: 28,414 ~ \$41m

20. Can Merchant Statement be provided to review?

ANSWER: No.

21. How many Chargebacks occur monthly?

ANSWER: Texas State: 4 per month
Lamar: 2 per month
SHSU: 2 per month

22. What is the fee charged for chargebacks?

ANSWER: University will not disclose this.

23. In addition to interchange fees plus, what fees are incurred by the University System?

ANSWER: University will not disclose this.

24. What is the present fee charged?

ANSWER: University will not disclose this.

25. How many point of sale terminals does the University presently have deployed?

ANSWER: Refer to Appendix Four.

26. Can an inventory of the terminals be provided?

ANSWER: Refer to Appendix Four.

27. How many Merchant ID's does the University presently have?

ANSWER: Refer to Appendix Four.

28. On page 14, section 5.1, states, "Contractor will provide all equipment, hardware, software, services and training required to implement Services by September 1, 2019". Is it the intention of the University system, to have this project's, at all school locations, integration, and the service go live on September 1st, or for the implementation process to begin?

ANSWER: Yes.

29. On page 31, question 108 "Does Proposer's system have the capability to interface with ERP systems (Banner in particular) to simplify reconciliation? Does the University require its software vendors to integrate with your payment partner?"

ANSWER: The selected Proposer must integrate with all systems that post directly to Banner.

30. Please describe your current integration set up, i.e. are payments set up as blind payments, in batch file format, or live real time bi-directional?

ANSWER: Live, real-time.

31. In the interest of giving the University ample time to respond to the questions, and give prospective vendors opportunity to review answers, will the University consider extending the deadline for this opportunity?

ANSWER: No.

32. Please confirm the requirement for HSP? Exhibit C states: **Subcontracting.** Contractor will use good faith efforts to subcontract the work performed under the Agreement **in accordance with the Historically Underutilized Business Subcontracting Plan (HSP) submitted with Contractor's proposal in response to RFP 758-XX-XXXX and incorporated into the Agreement. Except as specifically provided in the HSP, Contractor will not subcontract any of its duties or obligations under the Agreement, in whole or in part.** The Agreement is subject to [34 TAC Section 20.285](#) ("RULE §20.285") of the [Texas Administrative Code](#). Contractor will comply with all of its duties and obligations under RULE §20.285. In addition to other rights and remedies, University may exercise all rights and remedies authorized by RULE §20.285.

However, the actual RFP states:

3.2.2 A HUB Subcontracting Plan is not required for this RFP.

ANSWER: Exhibit C is labeled to indicate that it is a part of APPENDIX ONE, the sample agreement. Proposers should follow instructions and guidance provided in Section 3.2 of the RFP.

33. Please confirm that you are requesting 1 paper original, 6 paper copies, and 1 complete response on an USB drive.

ANSWER: University is requesting six (6) complete paper copies, one (1) of which must be an original. University is also requesting one (1) flash drive with the individual files noted in Section 3.3.4.

34. Is the system using Micro's with Merchant-Link?

ANSWER: Yes.

35. Please clarify use of Touchnet. Is the system using Touchnet Ucommerce or Touchnet UPay? Or both?

ANSWER: Both.

36. Please confirm with CBORD which payment gateways (i.e. middleware) or direct processor certifications are applicable to their front-end technology.

ANSWER: For Sul Ross, the answer is TouchNet.

37. Please confirm that the System is using Bluefin Payconex Plus gateway.

ANSWER: Yes – some schools utilize Bluefin.

38. The system mentions use of TSYS, please describe how you are using TSYS and where it would be applicable.

ANSWER: TSYS is leveraged for vendors that cannot process directly through Chase Paymentech.

39. Please provide additional clarification on the use of Linkpoint.

ANSWER: University is unable to answer this question.

40. Please confirm with Touchnet that PayPath, ReadyPartners, Marketplace and Bill+Payment are processor.

ANSWER: PayPath is utilized by some schools for Bill+Payment. Schools have ReadyPartners and Marketplace.

41. Please confirm with FlexReg/TN T-link which payment gateway's or the processing platforms to which they are certified.

ANSWER: This is not a question University can answer. Currently, Flex Registration is capable of using TouchNET T-Link with Chase as the backend processor.

42. Please confirm with Ammano McGann/Parkeon which payment gateway's or processing platforms to which they are certified.

ANSWER: Chase Paymentech.

43. Section **5-Scope of Work** was not referenced in section **3.3.3 Format for Proposal** (pages 7-8). That being the case, are we to respond specifically to the requirements of section 5? If so, where should those responses be placed, as Section 5 was not referenced in the list of required sections on page 8?

ANSWER: Proposers must meet the requirements stated in Section 5 of the RFP if awarded the work. No response to this section is required.

44. In section **8.2 Quality of Service**, item #8.2.7 on page 22, please describe the types of reports you are looking for and how these differ from the types of reports you are asking about in section **9.5 Reporting Capabilities**.

ANSWER: Item 8.2.7 requests reports that would be provided to University to demonstrate levels of service, how Contractor is performing, etc. If Proposer believes any report that would be used in this section will already be described in response to Section 9.5, Proposer can refer to the answers for the appropriate item in Section 9.5 instead of listing or providing the information twice.

45. In section **9.3 Operations & Processing Capabilities**, sub-section **Authorization Processing**, with regard to item #55 on page 27, can you please clarify what you mean by “a transmission request is denied authorizations”?

ANSWER: In the event of an authorization denial, what is the process for the merchant to obtain an offline approval – if any.

46. In section **9.4 Technical Capabilities**, sub-section **System Capabilities**, with regard to item #104 on page 31, can you please clarify what you mean by “how far back transactions are verified with AVS”?

ANSWER: In the event of re-authorization, is AVS verified at point of original transaction or at point of re-authorization.

47. In section **9.5 Reporting Capabilities**, can you please clarify the distinction between question #146 and question #147 on page 34? What do you mean by reporting that does not pertain to merchants as opposed to reporting functionality that does pertain to merchants?

ANSWER: Question 146 pertains to reporting aggregation capability at the school or system level and not at the merchant level.

48. Can you please provide merchant statements for each Component Institution for the last 1-2 years?

ANSWER: No – refer to Appendix Two for aggregated volume and volume by school.

49. Is there a Convenience/Surcharge fee assessed with any tuition payments?

ANSWER: No, not through the current processor.

50. Please provide transactions, volume and average ticket for tuition payments not listed in Appendix 2.

ANSWER: These transactions are not within the scope of this RFP.

END OF ADDENDUM 1

APPENDIX FOUR
Equipment and Card Usage
Texas State University System

Institution Name: Lamar Institute of Technology

Merchant Processor: Chase Paymentech

Merchant Name	Swipe Terminal Count	Internet/ Other Count	Usage Summary	Equipment	Leased/Owned
Lamar Institute of Technology				6 machines ict250 model	

*Add Additional Lines above if needed

Cards Accepted		
MasterCard	Y	Y
Visa	Y	Y
Discover	Y	Y
Amex	Y	Y
Debit with Pin	Y	Y
Debit without Pin	Y	Y
Other (indicate)	Y/N	Y/N

APPENDIX FOUR
Equipment and Card Usage
Texas State University System

Institution Name: Lamar State College - Orange

Merchant Processor: Chase PaymentTech

Merchant Name	Swipe Terminal Count	Internet/Other Count	Usage Summary	Equipment	Leased/Owned
Brown Estate	1		Rental, Food, Etc	iCT250	Lease
Cashier Office	1		Tuition and Fees	iCT250	Lease
Web Processing	0	1	Tuition and Fees	TouchNet	

*Add Additional Lines above if needed

Cards Accepted		
MasterCard	Y	Y
Visa	Y	Y
Discover	Y	Y
Amex	Y	Y/N
Debit with Pin	Y	Y/N
Debit without Pin	Y/N	Y/N
Other (indicate)	Y/N	Y/N

APPENDIX FOUR
Equipment and Card Usage
Texas State University System

Institution Name: Lamar State College - Port Arthur

Merchant Processor: Chase Paymentech

Merchant Name	Swipe Terminal Count	Internet/Other Count	Usage Summary	Equipment	Leased/Owned
Business Office	3		Tuition and Fees	Ingenico iSC250 Swipe Device iPad with MAGTEK EMV Secure Card	Owned
Business Office		1	Ticket Sales, Testing Fees, etc.	Reader	Owned
Carl Parker Multipurpose Center		1	Rentals, Concessions, etc	Personal Computer using Chase Online Point of Sale Terminal	Owned

*Add Additional Lines above if needed

Cards Accepted		
MasterCard	Y	Y
Visa	Y	Y
Discover	Y	Y
Amex	Y	Y
Debit with Pin	Y	Y
Debit without Pin	Y	Y
Other (indicate)	N	N

APPENDIX FOUR
Equipment and Card Usage
Texas State University System

Institution Name: Lamar University

Merchant Processor: Chase Paymentech

Merchant Name	Swipe Terminal Count	Internet/Other Count	Usage Summary	Equipment	Leased/Owned
Gladys City Museum	1		Event and Merchandise sales	ICT250	Owned
LU Application Fees		1	Application Fees	n/a	n/a
LU Art Museum	1		Event and Merchandise Sales	ICT250	Owned
LU Athletics		6	Donations, Event and Merchandise Sales	IDMD swipe machines	Owned
LU Cashier Office	5		Tuition and Fees	ICT250	Owned
LU KVLU	1		Donations, Event and Merchandise sales	ICT250	Owned
LU Marketplace		1	Donations, Event and Merchandise Sales	n/a	n/a
LU Speech and Hearing	1		Services	ICT250	Owned
LU Theater and Dance	1		Event registration	ICT250	Owned
LU SBDC	1		Event registration	ICT250	Owned

*Add Additional Lines above if needed

Cards Accepted		
MasterCard	Yes	Yes
Visa	Yes	Yes
Discover	Yes	Yes
Amex	Yes	Yes
Debit with Pin	Yes	No
Debit without Pin	Yes	Yes
Other (indicate)	n/a	n/a

APPENDIX FOUR
Equipment and Card Usage
Texas State University System

Institution Name: Sul Ross State University

Merchant Processor: Chase Paymentech

Merchant Name	Swipe Terminal Count	Internet/Other Count	Usage Summary	Equipment	Leased/Owned
Museum of Big Bend SRS	1			Retail cash register	Owned
SRSU Application Pmnts		1		Pay Pal / Pay Flow	
SRSU Cashier's Office	1			Ingenico iCT250	Owned
SRSU One Stop Shop	1			Ingenico iCT250	Owned
SRSU RGC Del Rio	1			Ingenico iCT250	Owned
SRSU RGC Eagle Pass	1			Ingenico iCT250	Owned
SRSU RGC Uvalde	1			Ingenico iCT250	Owned
SRSU Web Payments		1		TN-Link	

*Add Additional Lines above if needed

Cards Accepted		
MasterCard	Y/N	Y/N
Visa	Y/N	Y/N
Discover	Y/N	Y/N
Amex	Y/N	Y/N
Debit with Pin	Y/N	Y/N
Debit without Pin	Y/N	Y/N
Other (indicate)	Y/N	Y/N

APPENDIX FOUR
Equipment and Card Usage
Texas State University System

Institution Name: Sam Houston State University
Merchant Processor: Chase Paymentech

Merchant Name	Swipe Terminal Count	Internet/Other Count	Usage Summary	Equipment	Leased/Owned
SHSU LEMIT	1		Training and Merchandise Sales	iCT250	Owned
CMIT SHSU CJ CENTER	1		Training Registration	iCT250	Owned
SHSU PRESS & COPY CENTER	1		Printing and Copy Services	iCT250	Owned
SHSU CRIMINAL JUSTICE CENTER	1		Training and Merchandise Sales	iCT250	Owned
SHSU UNIVERSITY ADVANCEMENT	1		Donations and Event Registration	iCT250	Owned
SHSU ALUMNI RELATIONS	1		Donations and Event Registration	iCT250	Owned
SHSU ALUMNI RELATIONS	1		Donations and Event Registration	Verifone VX680 Wireless	Owned
SHSU WEB PAY		1	Tuition & Fees, Online Ecommerce Sales, Luminate Donations (Univ. Advancement), Admissions Fees, and Orientation Fees	MarketPlace Payment Gateway & Luminate using PayFlo Pro and Admissions and Orientation using PayFlo Pro*PayFlo Pro*	Owned
SHSU RECREATIONAL SPORTS	5		Rentals,Event Registration, Miscellaneous Tangible Item Sales, Ticket Sales, Concession Sales	iCT250	Owned
SHSU RECREATIONAL SPORTS	2		Ticket Sales, Concession Sales	Verifone VX680 Wireless	Owned
SHSU ATHLETIC DEPARTMENT	1		Sponsorships, entry fees, novelty sales	iCT250	Owned
LSC KAT KLUB	2		Bowling, Game Room Rental Fees, Sock Sales	vX805 /NetConnect with Brunswick POS	Owned
SHSU SBDC (Small Development Center)		1	Training	PayFlow Pro / NetConnect	Owned
SHSU NEWTON GRESHAM LIBRARY	4		Fines, Copy Services, Binding	iCT250	Owned
SHSU TESTING CENTER	2		Testing Services	iCT250	Owned
SHSU MUSEUM	1		Entry Fees, Merchandise Sales	iCT250	Owned
SHSU MAIN BURSARS OFFICE ***	2		Tuition & Fees	iCT250	Owned
SHSU MAIN BURSARS OFFICE ***	5		Tuition & Fees / TouchNet Payment Gateway	iSC250	Owned
SHSU PAC	5		Ticket Sales, Donations	iCT250	Owned
UNIVERSITY HOTEL		1	Hotel Services, Merchandise Sales	Symphony	Owned
SHSU MOBILE CHECK OUT	2		Various Sales/Services - Loaned out by Bursar's to Departments needing mobile credit card capabilities	MagTec	Owned
SHSU SPECIAL EVENTS	2		Various Sales/Services - Loaned out by Bursar's to Departments needing mobile credit card capabilities	vX680	Owned
SHSU PARKING AND TRANSPORTATION		2	Parking Fees	Parkeon - My Park Folio / NetConnect	Owned
*Add Additional Lines above if needed					
Merchants using an alternative payment processor:					
SHSU RAVEN NEST GOLF COURSE		1	Golf Course Fees, Merchandise Sales	Club Profit POS/ Merchant Processor: Integrity Payment Systems	Owned
SHSU ALUMNI RELATIONS **		1	Donations and Event Registration	PayPal Here	Owned
SHSU UNIVERSITY ADVANCEMENT **		1	Donations and Event Registration	PayPal Here	Owned

Cards Accepted	Y	Y
MasterCard	Y	Y
Visa	Y	Y
Discover	Y	Y
Amex	Y	Y
Debit with Pin	Y	N
Debit without Pin	Y	Y
Other (indicate)		

*VISA not accepted by PayFlo Pro / SHSU Web Pay used Admissions and Orientation
** There is only one PayPal Here MID shared by SHSU Alumni Relations and SHSU University Advancement
*** SHSU MAIN BURSARS OFFICE accepts Pin Debit Only

APPENDIX FOUR
Equipment and Card Usage
Texas State University System

Institution Name: Texas State University

Merchant Processor: Chase Paymentech

Merchant Name	Swipe Terminal Count	Internet/ Other Count	Usage Summary	Equipment	Leased/ Owned
TXST Univerity Advancement		2	Donations	TouchNet uPay/ kiosk	Owned
TXST W Univ Advancement		1	Donations - call center	TouchNet uPay	n/a
TXST Wittliff		1	Merchandise/ event tickets	TouchNet Stores	n/a
TXST Alkek Library Web		1	Fines/fees	TouchNet Stores	n/a
TXST Alkek Library	1		Fines/fees	Verifone VX520, VX820 pp	Owned
TXST Alkek Library	1		Events/merchandise	Verifone VX680 Wireless	Owned
TXST Alumni Assoc	1		Events/merchandise	Verifone VX680 Wireless	Owned
TXST Spring Lake	3		Ticket Sales	Verifone VX520	Owned
TXST Spring Lake	1		Merchandise	Verifone VX680 Wireless	Owned
TXST Meadows Center		1	Ticket Sales	TouchNet Stores	n/a
TXST Athletics		1	Ticket Sales	Paciolan/Bluefin P2PE	Owned
TXST Athletic Foundation	1		Donations	VX520, VX820 pp	Owned
TXST Athletics TAssoc	3		Concessions/Merchandise	Verifone VX680 Wireless	Owned
TXST Bike Cave	1		Repair services/merchandise	Verifone VX680 Wireless	Owned
TSUS Foundation		1	Donations	TouchNet Stores	n/a
TXST E-Payment Svcs		1	E-commerce	TouchNet Stores	n/a
TXST Campusloan Mngmnt		1	Loan collection/ tuition pmts	TouchNet uPay	n/a
TXST Cashiers Temp	7		Events/merchandise	Verifone VX680 Wireless	Owned
TX Cashiers Office	3		Events/merchandise	Verifone VX520, VX820 pp	Owned
TXST Cashiers Office	1		Events/merchandise	Verifone VX680 Wireless	Owned
TXST Continuing Ed Web		1	Registration fees	TouchNet Stores	n/a
TXST Continuing Edu	1		Registration fees	Verifone VX520	Owned
TXST Certified Pub Mgr		1	Registration fees	TouchNet Stores	n/a
TXST W Correspondence		1	Registration fees	TouchNet Stores	n/a
TXST Study Abroad		1	Registration fees	TouchNet Stores	n/a
TXST TSIE		1	Registration fees	TouchNet Stores	n/a
TXST Registrars Web		1	Registration fees	FlexReg/TN T-link	n/a

TXST Extension Studies		1	Registration fees	TouchNet Stores	n/a
TXST DHRL Guest Housing	1		Housing fees	Verifone VX680 Wireless	Owned
TXST Housing Reslife		2	Housing fees	StarRez/ TN Tlink/ kiosks	Owned
TXST Duplicating Svcs	1		Printing services	Verifone VX520, VX820 pp	Owned
TXST EARDC Web		1	Registration fees	TouchNet Stores	n/a
TXST EARDC	1		Lab services	Verifone VX520, VX820 pp	Owned
TXST Fine Arts & Comm		4	Ticket Sales	University Ticket/ TN T-Link/ kiosks	Owned
TXST Friends Fine Arts	1		Donations	Verifone VX520	Owned
TXST GradSchool WebPP		1	Application Fees	PayPal/Payflow Pro	n/a
TXST Grad School		1	Fees	TouchNet Stores	n/a
TXST ID Svcs Web		1	ID Card services	CBORD	n/a
TXST ID Services	1		ID Card services	Verifone VX520, VX820 pp	Owned
TXST LBJSC Info Desk	1		Services at Student Center	Verifone VX520, VX820 pp	Owned
TXST Student Center Reserv	1		Room rental fees	Verifone VX520, VX820 pp	Owned
TXST Cat Camp		1	Camp fees/donations	TouchNet Stores	n/a
TXST Parking Garage Web		1	Parking fees	TouchNet Stores	n/a
TXST Parking Garage	3		Parking fees	Verifone VX520, VX820 pp	Owned
TXST Pay Station		1	Parking fees	Ammano McGann, Parkeon	Owned
TXST Parking Web		1	Parking permits & fees	AIMS/ TN T-link	n/a
TXST Parking Services	4		Parking permits & fees	Verifone VX520, VX820 pp	n/a
TXST Campus Rec		1	Registration fees	Innosoft Fusion/ TN T-Link	n/a
TXST Rec Sports	8		Membership fees/rentals	Verifone VX520, VX820 pp	Owned
TXST Transcripts	1		Fees	Verifone VX520	Owned
TXST Round Rock OSC	1		Testing fees/merchandise	Verifone VX520, VX820 pp	Owned
TXST Piano		1	Registration fees	TouchNet Stores	n/a
TXST W Choral		1	Registration fees	TouchNet uPay	n/a
TXST W Music		1	Registration fees/ misc fees	TouchNet Stores	n/a
TXST W String		1	Registration fees	TouchNet uPay	n/a
TXST Schl of Music	1		Misc fees	Verifone VX520, VX820 pp	Owned
TXST Health Center Web	1		Health services	TouchNet uPay	n/a
TXST Health Center	7		Health services	Verifone VX520, VX820 pp	Owned
TXST Tech Resources	1		Computer repair	Verifone VX520	Owned
TXST Testing Ctr Web		1	Testing Fees	TouchNet Stores	n/a
TXST Testing Center	2		Testing Fees	Verifone VX520, VX820 pp	Owned
TXST RRC Testing Ctr		1	Testing Fees	TouchNet Stores/ kiosk	Owned
TXST Testing Ctr RRC	1		Testing Fees	Verifone VX520	Owned
TXST Admissions Webpp		1	Application Fees	PayPal/Payflow Pro	n/a
TXST Admissions Web		1	Orientation Fees	Visual Zen/TN T-link	n/a
TXST ALERRT		1	Registration Fees	TouchNet Stores	n/a
TXST ALERRT Conf		1	Registration Fees	Verifone VX680 Wireless	Owned
TXST Parent Family Rel		1	Registration Fees	TouchNet Stores	n/a
TXST Crisis Negotiation		1	Registration Fees	TouchNet Stores	n/a
TXST Fashion Merchandising		1	Registration Fees	TouchNet Stores	n/a

TXST Physical Therapy	1	Registration Fees	TouchNet Stores	n/a
TXST KTSW 89.9 FM Radio	1	Registration Fees	TouchNet Stores	n/a
TXST SBDC	1	Registration Fees	TouchNet Stores	n/a
TXST Kids Kollege	1	Registration Fees	TouchNet Stores	n/a
TXST Dos Panhellenic	1	Membership fees	TouchNet Stores	n/a
TXST Print & Mail Svcs	1	Invoice payments	TouchNet Stores	n/a
TXST SL Program	1	Merchandise	TouchNet Stores	n/a
TXST SDI	1	Registration Fees	TouchNet Stores	n/a
TXST TEA	1	Testing Fees	TouchNet Stores	n/a
TXST Career Svcs Web	1	Registration Fees	TouchNet Stores	n/a
TXST Prof Dev HR	1	Sponsorships	TouchNet Stores	n/a
TXST CARES	1	Registration Fees	TouchNet Stores	n/a
TXST SACA	1	Registration Fees	TouchNet Stores	n/a
TXST CTMH	1	Merchandise	TouchNet Stores	n/a
TXST SUPT Program	1	Registration Fees	TouchNet Stores	n/a
TXST Vendor & HUB Showcase	1	Registration Fees	TouchNet Stores	n/a
TXST HUB Forum	1	Registration Fees	TouchNet Stores	n/a
TXST TXSSC Web	1	Registration Fees	TouchNet Stores	n/a
TXST HPER Dept	1	Health assessment fee	TouchNet Stores	n/a
TXST University Star	1	Advertising space	TouchNet Stores	n/a
TXST C&I	1	Name tags	TouchNet Stores	n/a
TXST Play Therapy	1	Registration Fees	TouchNet Stores	n/a
TXST Geography FT	1	Registration Fees	TouchNet Stores	n/a
TXST Mathworks	1	Educational materials	TouchNet Stores	n/a
TXST Univ Marketing	1	Merchandise	TouchNet Stores	n/a
TXST Stu Health/Well	1	Sponsorships	TouchNet Stores	n/a
TXST Honors College	1	Registration Fees	TouchNet Stores	n/a
TXST Biology	1	Registration Fees	TouchNet Stores	n/a
TXST Office of Ed Prep	1	Testing Fees	TouchNet Stores	n/a
TXST Sci & Eng	1	Registration Fees	TouchNet Stores	n/a
TXST CSSW	1	Educational Materials	TouchNet Stores	n/a
TXST FACTS	1	Registration Fees	TouchNet Stores	n/a
TXST SCOLAS	1	Registration Fees	TouchNet Stores	n/a
TXST Art & Design	1	Registration Fees	TouchNet Stores	n/a
TXST Anthropology	1	Registration Fees	TouchNet Stores	n/a

Cards Accepted

MasterCard	Y	Y
Visa	Y	Y
Discover	Y	Y
Amex	Y	Y
Debit with Pin	Y	N

Debit without Pin
EMV
NFC

Y
Y
Y

Y
N
N