

**REQUEST FOR PROPOSAL**

RFP Number:
RFP TAMU-CENTRAL TEXAS 18-0036

Electronic Payment Services Solution

PROPOSAL MUST BE RECEIVED BEFORE:

September 14, 2018 2:00 p.m. Central Time

MAIL QUALIFICATIONS TO:

Texas A&M University
Procurement Services
P. O. Box 30013
College Station, TX 77842-3013

**HAND DELIVER AND/OR
EXPRESS MAIL TO:**

Texas A&M University
Procurement Services
1477 TAMU Agronomy Road
College Station, TX 77843-1477

Show RFP Number, Opening Date, and Time on Return Envelope

NOTE: PROPOSAL must be time stamped at Texas A&M University Department of Procurement Services before the hour and date specified for receipt of proposal.

Pursuant to the Provisions of Texas Government Code Title 10, Chapter 2156.121 - 2156.127, sealed proposals will be received until the date and time established for receipt. After receipt, only the names of proposers will be made public.

Prices and other proposal details will only be divulged after the award, if one is made.

REFER ALL INQUIRIES TO:

Wes Wolfe
Buyer
Procurement Services
Texas A&M University
979-845-2014
swolfe3@tamu.edu

SECTION 1 INTRODUCTION

1.1 Introduction

Texas A&M University-Central Texas (the University) is seeking services of a firm to provide for an Online Payments/Management System.

By submitting responses, each Respondent certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed. Each Respondent also certifies that it understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the Respondent.

This RFP will be awarded in its entirety to one Respondent. No multiple awards will be made.

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

1.2 Brief History and Current Organization

Texas A&M University-Central Texas is a member of The Texas A&M University System. The University is located in Killeen, Texas, on the perimeter of the scenic Texas Hill Country in Bell County. Killeen is home to Ft. Hood, the largest active duty armored post in the United States Armed Services. Killeen is approximately 75 miles north of Austin, Texas and 75 miles southeast of Waco, Texas. During the 2018 spring semester, 2,345 students were enrolled at the University's campus, including online classes.

1.3 Definitions

Whenever the following terms are used in these General Terms and Conditions or in other documents the intent and meaning shall be interpreted as follows:

RFP shall mean Request for Proposal

Proposal shall mean Respondents offer

University shall mean Texas A&M University-Central Texas

Respondent/Offeror shall mean the individual, partnership, corporation, company, or other entity responding to this RFP, or entered into an Agreement with as a result of this RFP

Agreement shall mean an agreement/contract, documented by written instrument, between the University and the successful Respondent to provide the scope of work to the University.

1.4 Project Background

Procurement Purpose: The University is currently in the process of reviewing its electronic payment services. The electronic payment system must be integrated with the Banner Student System (a product of Ellucian) and be fully compatible with the merchant card processor Chase Paymentech for the payment of tuition and fees. The electronic payment system must be fully tested and integrated with the Banner Student System by March 1, 2019 .

The payment management solution should provide the ability to process online credit card and ACH tuition payments, electronically present student statements, accept student and third-party bill payments, automate tuition payment plan administration, and integrate cashiering functions with our Ellucian Banner System and payment devices.

Please include specific information regarding payment plan enrollment, scheduled payments, authorized users' (other than the student) access, e-billing, email/texting notification options, and campus card ID. We may or may not use this functionality in the final product selected.

In addition, the respondent shall provide separate pricing and information for an institutional payment solution that would include such items as electronic storefronts that accept online orders and registrations, and payments for products, services, and events. This separate information will be considered in the proposal evaluation.

The payment management system must incorporate a single payment gateway through which all payment transactions are processed. The payment management system should also be able to handle multiple merchant IDs and allow the capability for detailed reporting.

Those individuals or firms interested in this bid opportunity and related contract shall provide an estimate of the total cost for testing and integrating the electronic payment system to include online payments and payments made in person at the Business Office for student accounts. These payments will include credit and debit cards issued by MasterCard, Visa, and Discover. This will be the scope for the initial contract. The cost estimate should be based on this baseline functionality.

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

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

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

1.5 Scope of Work:

System must provide a secure management solution that would provide the ability to process online credit/debit card and ACH tuition payments, electronically present student statements, accept student and third-party bill payments, automate tuition payment plan administration, accept departmental deposits, and have integrated cashiering functions. In addition, solution must include real time integration with the University's Ellucian Banner system.

Solutions must include:

- Be PCI DSS compliant;
- Be scalable to incorporate future system expansion;
- Be flexible enough to communicate with our banks' recommended credit card processors and to change processors in the future;
- Provide a central payment gateway capable of processing campus-wide payments, including transactions made by electronic checks, credit cards, and debit cards; It should also be able to process transactions made by campus card if the University moves to such cards in the future;
- Have a proven track record in institutions of Higher Education;
- Provide web-based usage, reporting, and setup;
- Use University banks for ACH transmittals;
- Have reconciliation capabilities for transaction activity;
- Keep pace with Ellucian Banner software upgrade schedule. Vendor will upgrade to a new version if necessary when the University upgrades to a new version of Banner software;
- Be a Vendor hosted system - no credit card information will be kept on the University's computer system;
- Be available on a 24x7 schedule including holidays. The System must maintain a 98% uptime rating, excepting routine maintenance downtime.

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

Vendor's system and/or any third party processors must be compliant with all electronic payment processing and data security guidelines and regulations as follows:

- PCI Level I compliance for payment card processing.
- FERPA (Federal Educational Rights Protection Act).
- NACHA rules compliant for ACH processing.

- All data transferred and/or stored/attached (email) must be encrypted.
- All hardware, software and services must be supplied and maintained by the vendor and must be available 24 hours a day, 7 days a week.
- Vendor must have strong Higher Education experience and provide student bill presentment and payment functionality, providing evidence of projects of similar size and scope with schools having Banner software within the past 3 years.

1.6 Term of Agreement

Once fully executed, the Agreement shall be for a period of three (3) years beginning December 2, 2018 and ending November 30, 2021. This agreement may be renewed for up to two (2), additional one (1) year periods upon mutual agreement of both parties and under the same terms and conditions.

1.7 Respondent Responsibility

By submitting responses, each respondent certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the services to be provided and the condition under which the services are to be performed. Each respondent also certifies that it understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the Respondent.

1.8 Schedule of Events

The review and approval of RFPs is a multi-step process that requires variable amounts of time. Responders are advised that the projected “Formal Execution of Agreement” date as listed in the “Tentative Timetable” may require extension.

Tentative Timetable

Issue RFP to potential respondents.....	July 27, 2018
Deadline for potential respondent questions	August 8, 2018
Deadline for providing responses to potential respondent questions.....	August 14, 2018
Deadline for Receipt of Proposals	September 14, 2018 @ 2:00 p.m. CST
Evaluation of Proposals Completed (Projected).....	October 1, 2018
Formal Execution of Agreement (Projected).....	December 2, 2018
Implementation to begin – no later than	December 10, 2018
Complete implementation, to include testing and live product launch – no later than.....	March 1, 2019

SECTION 2 PROPOSAL REQUIREMENTS

2.1 Proposal

Proposal shall contain the following:

- A. Information addressing the scope of work
- B. Any requirements under Section 5.1
- C. Attachment A Vendor Questionnaire
- D. Attachment B Price Proposal and Price Escalation
- E. Provide an estimated timeline for implementation of service and project plan.

2.2 Respondent Experience

- A. Provide a listing of at least three (3) client references that are similar in size (preferable) to the University for a comparable scope of work. Information provided shall include at least the following:
 - Name of the college, university or other organization.
 - Contact person from that organization in charge of the agreement. Include name, title, telephone number and e-mail address of this person.
 - Contact person from that organization responsible for implementation. Include name, title, telephone number and email address of this person.
 - Term (duration) of the contract with the University and reasons for termination (if applicable).
 - Explain in general terms what was provided.

The University reserves the right to call to verify and inquire about the reliability of the Respondent's performance history. The University further reserves the right to conduct site visits to Respondent's referenced source to confirm this information. Negative references may be grounds for disqualification.

- B. Identify all individuals who contribute to the accomplishment of the scope of work to include specific responsibilities pertaining to and the approximate time each will devote to the Scope of Work. Please include the resumes for key individuals.

2.3 Respondent Background

- A. Will your company provide a copy of your company's audited financial statements for the past two (2) years, if requested by the University?
- B. Will your company provide a financial rating of your company and any supporting documentation (such as a Dunn and Bradstreet Analysis) which indicates the financial stability of your company, if requested by the University?
- C. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- D. Provide details of any open, current, or pending litigation or claims filed against your company and indicate how this may impact your company's performance under an agreement with the University.

2.4 HUB Subcontracting Plan

It is the policy of the State of Texas and the University to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors, and purchasing transactions. The goal of the HUB Program is to promote equal access and equal opportunity in University contracting and purchasing.

Subcontracting opportunities are anticipated for this Request for Proposal and therefore a HUB Subcontracting Plan (HSP) is required. Failure to submit a comprehensive, acceptable HSP will be considered a material failure to comply with the requirements of the Request for Proposal and will result in rejection of the submittal. Prepare the HUB Subcontracting Plan in accordance with the HUB Subcontracting Plan requirements. The HUB Subcontracting Plan shall be submitted within the RFP response and appropriately tabbed for easy reference.

For information regarding the HUB Subcontracting Plan requirements, please contact Clyde Oberg at 979-845-1042 or via email at co@tamu.edu . Documents attached are the State of Texas HUB Subcontracting Plan form, HSP checklist, and Prime Contractor Progress Assessment Report (PAR) form. The State of Texas HSP forms can also be found at the following site:
<http://www.window.state.tx.us/procurement/prog/hub/hub-forms/>.

Reference– HUB Sub-Contracting Plan (Attached)

SECTION 3 GENERAL INFORMATION

3.1 Submittal Deadline and Location

All responses must be received by the University no later than **September 14, 2018 @ 2:00 p.m. CDT**
Responses are to be submitted to:

U. S. POSTAL SERVICE:

Texas A&M University
Department of Procurement Services
Attn: Mr. Wes Wolfe
P.O. Box 30013
College Station, TX 77842-3013

**HAND DELIVER AND/OR
EXPRESS MAIL TO:**

Texas A&M University
Department of Procurement Services
Attn: Mr. Wes Wolfe
Purchasing & Stores Building
Agronomy Road
1477 TAMU
College Station, TX 77843-1477

Late responses properly identified will be returned to Respondent unopened. Late responses will not be considered under any circumstances.

3.2 Submittal Instructions

Responses including Execution of Offer (Section 6) must be signed by Respondent's official authorized to commit such responses. Failure to sign the Execution of Offer may be basis for response disqualification.

The following documents are to be returned as part of your proposal submittal:

- Signed Execution of Offer (Section 6)
- Proposal (Section 2.1)
- Respondent Experience (Section 2.2)
- Respondent Background (Section 2.3)
- Signed Non-Collusion Affidavit (Section 7)
- Four (4) hard copies (with one serving as the original) and two (2) virus free Flash Drives/Thumb Drives
- Attachment A
- Attachment B
- HUB Subcontracting Plan (HSP) (see Section 2.4 and Attachment C)
- Substitute W-9, W8BEN-E or the Certificate of Foreign Status form

Respondent shall provide one (1) original, three (3) copies and two (2) virus free Flash Drives/Thumb Drives of the complete RFP response as specified above.

Response package (box/carton) must indicate on the lower left-hand corner the Respondent's company name, the proposal opening date, and RFP number. Telephone and/or facsimile (Fax) responses to this RFP are NOT acceptable.

3.3 University Contact

All questions must be sent by email to:

Mr. Wes Wolfe

Texas A&M University

Department of Procurement Services

swolfe3@tamu.edu

The University specifically requests that Respondents restrict all contact and questions regarding this RFP to the above-named Individual.

3.4 Evaluation Criteria for Award

Evaluation Information

The University will utilize an evaluation team for the evaluation of this RFP. The University will evaluate and make the award on the proposal that is determined to be the best value to the State based on, but not limited to the criteria listed below.

All proposals must be complete and convey all of the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, the University alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award.

Provide the contact person within your company for the purposes of this RFP.

- **Name:** _____
- **Address:** _____
- **Telephone #:** _____
- **E-mail:** _____

By submitting a proposal, Respondent acknowledges and accepts [a] the evaluation process, [b] the evaluation factors listed in the Proposal Requirements (Section 2), [c] the scope of this engagement (Section 1), [d] the terms and conditions of the Agreement (Section 4), [e] all other requirements and specifications set forth in this RFP, and [f] that some subjective judgments must be made by the University during this RFP process.

Should the University be unable to agree on final Agreement terms and conditions with the highest ranked Respondent, a University representative(s) will then negotiate with the second-ranked Respondent or reissue the same or modified version of this RFP. ***The University reserves the right to reject any and all proposals.***

Evaluation Criteria and Weights

The following evaluation matrix will be utilized for this RFP. Additional points may be given to Respondents based on presentations (if applicable). The University has the right to limit the number of Respondents selected to give a presentation and does not guarantee there will be an opportunity for a presentation.

Evaluation Criteria	Points
Responsiveness to the RFP, understanding of the needs and services required. Proposed plan and methodology offered for providing the services and meeting the needs of the University	40
Experience, qualifications, and reputation of the Responder and of the key individuals assigned to provide the services under the contract	25
Capacity, ability, and financial position of Respondent to provide the services needed throughout the term of the contract	10
Consideration of price	25
Total	100

3.5 Inquiries and Interpretations

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and e-mailed, faxed or mailed to all parties recorded by the University as having received a copy of the RFP. All such addenda issued by the University prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall consider and acknowledge receipt of such in their proposal.

Only those the University replied to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

3.6 Electronic State Business Daily Website

It is the responsibility of interested Respondents to regularly check the ESBD for any possible addenda to this project. The RFP is inclusive of all addenda issued. <http://esbd.cpa.state.tx.us/>

3.7 Confidentiality

In accordance with the Texas Public Information Act, proposals could be subject to public review after the agreements have been fully executed. Respondents responding to this RFP are cautioned not to include any proprietary information as part of their proposal unless such proprietary information is carefully identified as such in writing, and the University accepts, in writing, the information as proprietary.

Respondents are hereby notified that the University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General regarding the disclosure of RFP information.

3.8 Terms and Conditions

The Terms and Conditions (ref. Section 4) shall govern any Agreement issued as a result of this RFP.

Additional or attached terms and conditions which are determined to be unacceptable to the University may result in the disqualification of your proposal. Examples include, but are not limited to, liability for payment of taxes, subjugation to the laws of another State, and limitations on remedies.

SECTION 4 GENERAL TERMS AND CONDITIONS

4.1 General

These General Terms and Conditions shall be made a part of and govern any Agreement/Purchase Orders resulting from this RFP.

Each response should be prepared simply and economically, providing a straightforward and concise description of Respondent's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content and responsiveness to the Proposal Requirements (Section 2).

The University reserves the right to accept or reject any or all proposals, to waive informalities and technicalities, to accept the proposal considered most advantageous and award based on best value. Additionally, all respondents are hereby notified that the University shall consider all factors it believes to be relevant in the determination of the best value including, but not limited to the criteria listed in Section 3.4. The University's decision is final.

Responses are to be valid for a minimum of 180 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays.

Failure to comply with the requirements contained in this RFP may result in the rejection of the proposal. The Respondent agrees to protect the State from claims involving infringement of patents or copyrights.

The Respondent hereby assigns to purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

Proposals and any other information submitted by Respondent in response to this RFP shall become the property of the University.

Proposals which are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by the University at its option.

4.2 Time of Performance

Time is of the essence in the rendering of services. Respondent agrees to perform all obligations and render services set forth per this proposal.

4.3 Default

In the event that the Respondent fails to carry out or comply with any of the terms and conditions of the agreement with the University, the University may notify the Respondent of such failure or default in writing and demand that the failure or default be remedied within ten (10) days; and in the event that the Respondent fails to remedy such failure or default within the ten (10) day period, the University shall have the right to cancel the agreement upon thirty (30) days written notice.

The cancellation of the Agreement, under any circumstances whatsoever, shall not effect or relieve Respondent from any obligation or liability that may have been incurred or will be incurred pursuant to

the agreement and such cancellation by the University shall not limit any other right or remedy available to the University at law or in equity.

4.4 Termination

4.4.1. For Convenience:

The agreement may be terminated, without penalty, by the University without cause by giving sixty (60) days written notice of such termination to the Respondent.

4.4.2. In no event shall such termination by the University as provided for under this Section give rise to any liability on the part of the University including, but not limited to, claims of Respondent for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. The University's sole obligation hereunder is to pay Respondent for products and/or services ordered and received prior to the date of termination.

4.5 Agreement Amendments

No modification or amendment to the agreement shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the agreement must be forwarded to the University's Contract Administration Department for prior review and approval. Only the University's Vice President for Finance and Administration or her designee will be authorized to sign changes or amendments.

4.6 Independent Vendor Status

Respondent agrees that Respondent and Respondent's employees and agents have no employer-employee relationship with the University. The University shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Personnel Compensation Insurance payments, or any other insurance payments, nor will the University furnish any medical or retirement benefits or any paid vacation or sick leave.

4.7 Right to Audit

At any time during the term of this agreement and for a period of four (4) years thereafter the University or duly authorized audit representative of the University, or the Texas A&M University System, at its expense and at reasonable times, reserves the right to incrementally audit Respondent's records and Respondent's pricing relevant to all pricing provided under this agreement. In the event such an audit by the University reveals any errors/overpayments by the University, Respondent shall refund the University the full amount of such overpayments within thirty (30) days of such audit findings, or the University at its option, reserves the right to deduct such amounts owing the University from any payments due Respondent.

4.8 Sales and Use Tax

The University, as an agency of the State of Texas, qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The Respondent may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.

4.9 Observance of the University's Rules and Regulations

Respondent agrees that at all times its employees will observe and comply with all regulations of the University, including but not limited to parking and security regulations.

4.10 Non-Disclosure

Respondent and the University acknowledge that they or their employees may, in the performance of the resultant agreement come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Respondent or the University unless required by law.

4.11 Publicity

Respondent agrees that it shall not publicize this agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the University's name in connection with any sales promotion or publicity event without the prior express written approval of the University.

4.12 Severability

If one or more provisions of the resultant agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

4.13 Non-Waiver of Defaults

Any failure of the University at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same or the right of the University at any time to avail itself of same.

4.14 Governing Law

This agreement shall be construed and governed by the laws of the State of Texas. Venue shall be Bell County, Texas.

SECTION 5 CONTRACTUAL REQUIREMENTS

5.1 Insurance Requirements

- 5.1.1 The successful Respondent will be required per the indicated requirements (Section 5.1.3) to provide proof of insurance prior to beginning any work on the campus of the University. The Respondent will be held strictly liable for any damages to the University property occurring during any service provided on campus.
- 5.1.2 Respondent shall not commence work until all the insurance specified hereunder has been obtained and certificates of such insurance have been filed with and accepted by the University. Insurance coverage shall provide for a thirty day notice of cancellation or material change to the policy coverage and/or limits and the certificate of insurance enforce must include a notice that the policy or policies do contain these provisions. Acceptance of insurance certificates by the University shall not relieve or decrease the liability of the Respondent. Unless otherwise specified, the Respondent shall provide and maintain, until the work included in this RFP is completed and accepted by the University.
- 5.1.3 Requirements: The Respondent shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas and currently rated A- or better by A.M. Best Company or otherwise acceptable to the University. By requiring such minimum insurance, the University shall not be deemed or construed to have assessed the risk that may be applicable to the Respondent under this Agreement. The Respondent shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Respondent is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Required insurance shall not be cancelable without thirty (30) days' prior written notice to the University.

<u>Coverage</u>	<u>Limit</u>
A. Worker's Compensation	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000
	Disease/Employee
	\$1,000,000
	Disease/Policy Limit

If this coverage is waived by System Risk Management, the Respondent, their employees and sub-contractors must sign hold harmless and indemnification agreement.

B. Automobile Liability

Owned Vehicles	\$5,000,000
Non-owned Vehicles	\$5,000,000

Hired Vehicles	\$5,000,000
Medical or PIP	\$5,000
Uninsured/Under insured Motorist	\$5,000,000

C. Commercial General Liability

Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

Additional Endorsements

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System as additional insured.

5.1.4 Certificates of Insurance must be delivered or mailed to:

Texas A&M University-Central Texas
ATTN: Contract Administration
1001 Leadership Place
Killeen, TX 76549

5.2 Indemnification

Respondent agrees to indemnify and hold the State of Texas, the Board of Regents of Texas A&M University System, the University, their officers, employees, and agents (the Indemnified Parties) harmless from and indemnify each against any and all liabilities, actions, damages, suits, proceedings, judgments, and costs (excluding attorney's fees) for claims resulting from the acts or omissions of Respondent or the acts or omissions of others under Respondent's supervision and control.

5.3 Other Benefits

It is understood and agreed that no benefits, payments or considerations received by Respondent for the performance of services associated with and pertinent to the resultant agreement shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition an employee of the State.

5.4 Dispute Resolution

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the University and Respondent to attempt to resolve any claim for breach of contract made by Respondent that cannot be resolved in the ordinary course of business. Respondent shall submit written notice of a claim of breach of

contract under this Chapter to the University's Contract Administration Department, who shall examine Respondent's claim and any counterclaim and negotiate with Respondent in an effort to resolve the claim.

SECTION 6 EXECUTION OF OFFER

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

6.1 Respondent Affirmation

Signing this proposal with a false statement is a material breach of contract and shall void the submitted proposal or any resulting contracts, and the Respondent may be removed from all proposal lists. By signature hereon affixed, the Respondent hereby certifies that:

- 6.1.1 The Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.
- 6.1.2 The Respondent is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- 6.1.3 Pursuant to Section 2155.004 Government Code, relating to collection of state and local sales and use taxes, the Respondent 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.
- 6.1.4 Neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, 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 Antitrust Laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 6.1.5 The Respondent has not received compensation for participation in the preparation of the specifications for this Request for Proposal.
- 6.1.6 The Respondent shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of Respondent or any agent, employee, sub-Contractor, or Respondent in the execution or performance of this Request for Proposal.
- 6.1.7 Respondent agrees that any payments due under this 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.
- 6.1.8 Respondent certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, Respondent will complete the following information in order for the proposal to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Respondent: _____

Date of Employment with Respondent: _____

- 6.1.9 Respondent agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.

6.2 Texas Family Code Section 231.006

Ineligibility to Receive State Grants or Loans, or Receive Proposals or Payments on State Contracts.

- 6.2.1 A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:
- receive payments from state funds under a contract to provide property, materials, or services; or
 - receive a state-funded grant or loan.
- 6.2.2 A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
- all arrearages have been paid; or
 - the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.
- 6.2.3 Pursuant to Section 231.006 (c), Family Code, proposal should include name and Social Security number of each person with at least 25% ownership of the business entity submitting the proposal. Respondents that have preregistered this information on the TPASS Centralized Master Bidders List have satisfied this requirement. If not preregistered, attach name & social security number for each person. Otherwise this information must be provided prior to contract award.
- 6.2.4 “Pursuant to Section 231.006, Family Code, re: child support, the Respondent certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”
- 6.2.5 If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Section (a) the contract may be terminated.
- 6.2.6 If the certificate required under Subsection (d) is shown to be false, the Respondent is liable to the state for attorney’s fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.

Added by Acts 1995, 74th Leg., ch. 20, Sec. 1, eff. April 20, 1995. Amended by Acts 1995, 74th Leg., ch. 751, Sec. 82, eff. Sept. 1, 1995.

6.3 Signature

Proposal should give Payee Identification Number (PIN) (Formerly Vendor ID), full firm name and address of Respondent (enter in block provided if not shown). Failure to manually sign proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the Execution of Offer.

This offer consists of pages number (1) through

Payee Identification Number (PIN): _____

Sole Owner should also enter social security No.: _____

Respondent/Company: _____

Signature (INK): _____

Name (Typed/Printed): _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail:

Other preferences as defined in Rule TAC 20.38 (check any that are applicable)

- ☐ Supplies, materials, equipment, or services produced in TX/ offered by TX bidders
- ☐ Agricultural products produced or grown in TX
- ☐ Agricultural products and services offered by TX bidders
- ☐ USA produced supplies, materials, or equipment
- ☐ Products of persons with mental or physical disabilities
- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- ☐ Energy efficient products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Products and services from economically depressed or blighted areas

**SECTION 7
NON-COLLUSION AFFIDAVIT**

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "RESPONDENT"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other RESPONDENTS, or with any official of the University or any employee thereof, or any person, firm or corporation under contract with the University whereby the RESPONDENT, in order to induce acceptance of the foregoing Proposal by said UNIVERSITY, has paid or is to pay to any other RESPONDENT or to any of the aforementioned persons anything of value whatever, and that the RESPONDENT has not, directly or indirectly entered into any arrangement or agreement with any other RESPONDENT or RESPONDENTS which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The RESPONDENT hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other RESPONDENT, potential RESPONDENT, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other RESPONDENTS or potential RESPONDENTS, or to obtain through any unlawful act an advantage over other RESPONDENTS or the University.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the RESPONDENT without consultation with other RESPONDENTS or potential RESPONDENTS or foreknowledge of the prices to be submitted in response to this solicitation by other RESPONDENTS or potential RESPONDENTS on the part of the RESPONDENT, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

CONFLICT OF INTEREST

The undersigned RESPONDENT and each person signing on behalf of the RESPONDENT certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the University, nor any employee, or person, whose salary is payable in whole or in part by the University, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature_____

Respondent_____

Date_____

Subscribed and sworn to before me this

_____ day of _____, 20__.

Notary Public in and for the County of _____, State of

_____. My commission expires: _____

**SECTION 7 MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL.
FAILURE TO SIGN AND RETURN THIS SHEET MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.**

THIS ATTACHMENT MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL.
FAILURE TO SIGN AND RETURN THIS ATTACHMENT WILL RESULT IN THE REJECTION OF YOUR
PROPOSAL.

ATTACHMENT A

On the following pages, please acknowledge questions and/or statements by responding Yes or No. You may use additional pages for those questions requiring explanations and further detail.

This must be returned as part of the RFP Response. Failure to do so, will prevent the proposal from being accepted.

Electronic Payment and Service Processing Requirements are outlined below. The respondent should follow the numbering of the requirements outline below and provide a response for each requirement. In preparing responses, proposals should describe in detail how the specification will be met.

SERVICE PROCESSING REQUIREMENT

SECTION 1

1.1 SYSTEM INTEGRATION REQUIREMENTS

- ___a. The System must post payment transactions to our Banner software in real-time. Describe how payments collected through your solution are posted to our student system by listing the tables and fields that will be accessed or updated in Banner. Describe how the System determines which term code(s) to apply payments.
- ___b. The System must be capable of providing payment functionality to existing campus applications and other vendors' offerings. Describe your solution's ability to meet this requirement particularly with Banner Online Self Service software. Vendor will be responsible for integration with existing campus applications.
- ___c. The Vendor should list any third-party transaction processing and list any possible delays into the transaction processing cycle.

1.2 CREDIT CARD PROCESSING

- ___a. The System must accept credit card payments for students and departmental customers and must accept all major credit cards (i.e. Visa, MasterCard, and Discover) as specified by the University.
- ___b. Describe the credit card authorization and settlement process.
- ___c. The credit card processing software must be processor independent and work with our existing credit card processors. Provide a current list of credit card processors with whom your solution is certified to work.
- ___d. Describe, in detail, how the System can be used to refund, reverse, or void credit card transactions processed through your credit card payment gateway.
- ___e. How are refunds, reversals, or voided credit card transactions reported? Are they netted against current day transactions or reported separately? Please describe.

1.3 ELECTRONIC CHECK PROCESSING REQUIREMENTS

- ___a. Is your organization a member of NACHA?
- ___b. Does your organization employ Accredited ACH Professionals (AAP)?

- ___c. Describe your electronic check authorization and settlement process. What system checks are used to ensure accurate data entry and minimized rejects?
- ___d. The System must manage ACH payment returns; i.e. NSF's and/or incorrect bank account information. Describe the process used and the reports available to the University.
- ___e. The System must allow on-line ACH payments for student and departmental customers.
- ___f. The System must do a real-time verification of routing numbers before payment is accepted.
- ___g. All funds must be directly deposited into appropriate University bank accounts by next business day. The proposed solution must not require changes to the University's current banking relationships.
- ___h. Describe the process should the University decide to change bank(s).

1.4 DEBIT CARD

- ___a. The System must accept debit card payments for students and departmental customers and must accept all major debit cards.
- ___b. Does the System require a PIN for transactions made in person? If so, please describe this process. Does vendor provide hardware if PIN is required?

1.5 ADMINISTRATIVE MANAGEMENT AND PAYMENT REPORTING

- ___a. Does the System limit the number of merchant accounts a campus can have? If, so what are the maximum number of accounts per contract? Are additional merchant accounts available? Describe the process for setting up multiple campus merchants.
- ___b. The System must provide real-time payment reporting for all payment transactions. Provide a list and samples of all payment reports available to administrators.
- ___c. What are the available payment report formats? (e.g. Excel/CSV/Fixed/ Word/Adobe)
- ___d. Describe how administrators can search for specific payment transactions.
- ___e. The System must allow multiple administrative users to securely access logging and reporting data. Describe the process for setting up administrative users and access rights.
- ___f. The System should provide edits to help prevent duplicate payments. Please describe the edits.

1.6 SYSTEM SECURITY AND FRAUD CONTROLS

- ___a. The System must support the use of a card verification number (CVV2, CVC2, and CID).
- ___b. The payment System must be PCI compliant. List any relevant industry certifications.
- ___c. The System must support address verification (AVS).

1.7 GENERAL

- ___a. The Customer must always have the option of choosing either ACH or credit/debit cards for making payment as specified by the campus.
- ___b. The System must handle rejected or declined payments. Describe what information the customer will receive if their credit/debit card or ACH debit is declined. How will the customer be informed and

how will the customer receive this information? What information and reporting can the University receive for declined transactions? What is the timeline for notification to the student and the University?

- ___c. Describe, in detail, how the System handles credit card refunds and ACH reversals. Are reversals captured in real-time with Banner so that Banner can automatically update refunds or show ACH reversals?
- ___d. The System must provide a printable receipt for each transaction. Historical payments must be available for customers to access and print. Please describe the information that will be printed on the receipt.
- ___e. Describe how the System handles the charging of convenience fees to the payee and the types of payments on which convenience fees can be assessed in all payment modules..
- ___f. Does the Vendor assess separate fees to the University?
- ___g. Does the Vendor assess credit card fees that would be passed to the University?

1.8 THIRD PARTY ACCESS AND PAYMENT

- ___a. The System must allow third parties (i.e., parents, others) to view student bills and the third party's payment history as authorized by student.
- ___b. The System must allow third parties (i.e., parents, others) to make payments to authorized student accounts.
- ___c. The System must only allow an authenticated student to create third party payment accounts.
- ___d. The third-party payer must only have access to information (i.e., bills) authorized by the student.

1.9 REGULATORY COMPLIANCE

- ___a. The System must protect the privacy of customer educational and financial information, and must meet the requirements of all applicable federal regulations, including the Family Educational Rights and Privacy Act (FERPA), the Gramm-Leach-Bliley Act (GLB) and the Americans with Disability Act (ADA).
- ___b. The Vendor and the System must have strong internal accounting control processes. Please provide a copy of your company's latest audited financial statements with your proposal.

1.10 ADMINISTRATIVE TOOLS

- ___a. The System must provide reconciliation reports for both ACH transactions and credit/debit card transactions which include, but are not limited to (please provide samples of each):
 - 1) Pending items.
 - 2) Batch summary payment types and proof that payments have been successfully transmitted.
 - 3) Detailed reports to support summary report.
 - 4) Separate listing of returned items.
 - 5) Automated process to update the student's account for returned items and notate non-student payments as return items to prevent issuing credit?
 - 6) Convenient ad hoc reporting as part of systems configuration.
 - 7) Capability to run reports using various parameters

- 8) These reports must be accessible for a period of time as defined by the University.
- 9) Any required third-party reporting tool should be identified and included as part of this proposal.
- ___b. University staff should be able to manually enter a debit or credit card or ACH transaction on a student account. These transactions should be processed as a normal transaction but identified as being entered by the University on an appropriate report. Explain how and where this can be done.
- ___c. The System should allow for multiple levels and amounts of convenience fees at different e-commerce storefronts. Explain how this can be done.
- ___d. The System should provide different combinations of ACH and payment cards at each e-commerce storefront. Provide screen prints of how this can be done. System should have the ability to process payments for non-employees and non-students that are not set-up in Banner with a unique ID. Explain how this process will work.
- ___e. The System must provide the ability to run individual departmental reports as well as summary reports for all activity on a daily, monthly, and annual basis for authorized users. Provide examples.
- ___f. The System must be able to allow the University's Business Office to initiate end of day processing independently. Explain this process and how it interacts with Banner.
- ___g. The System must allow the University's Business Office to configure the System to support their unique business policies. Configurable settings should include, but not limited to (provide screen prints and explanation of each configuration setting):
 - 1) Communication on bills
 - 2) Bill format
 - 3) Accepted tender types
 - 4) Number of times NSF will be allowed
 - 5) Maximum payment amounts accepted
 - 6) Balances that can be viewed
 - 7) Whether or not to accept payments on zero balance accounts
- ___h. Will the University have the ability to customize reports?

1.11 SECURITY

- ___a. The System must provide a robust and fine-grained security architecture that manages system access for update and viewing, reporting, and general system management. Describe where and how this is set up.
- ___b. The System should provide payment capabilities for multiple departments within the University whereby departments are restricted to their own data and have reporting capabilities for only their department. Each department should have the capability to process their own returns and credits. Explain where these capabilities are located and give examples.
- ___c. The System must allow multiple levels of security access to payment detail.
- ___d. Describe the tools available to help the administrator track a student's usage of the system, including payment plans enrolled, past transactions, authorized third-party payers, etc.

- ___e. What type of data backup and recovery mechanisms are in place?
- ___f. The University requires that the vendor does not archive customer data so that transactional and billing information can be readily available for inquiry, reporting, and auditing purposes. How long will the vendor retain University information and how will this data be disposed of once the retention period ends?
- ___g. Describe the overall security of the system and all relevant certificates or other credentials that would help us assess the protection of the sensitive data that is being processed.

1.12 UNIVERSITY SYSTEM INTEGRATION

- ___a. The System should access Banner, retrieve and display current student account detail, and balance information when a student account is accessed on-line. Does this show information by term and/or future terms?
- ___b. The System should post student account payments in real-time to the appropriate student account in Banner. Explain what term code is used for each payment, i.e. can student split payment between multiple terms?
- ___c. Is payment only to current term? If so, how does your System handle multiple terms open at one time? Are payments allowed on past balances? Can payments be restricted based on certain Banner “hold” flags regardless of term?
- ___d. How will student demographic and financial information be retrieved from the host?
- ___e. How will student demographic and financial records be updated upon completion of the transaction? Is this real-time or periodic batch interfacing?
- ___f. Describe your ability to retrieve non-student financial information from the host and to update host financial records upon completion of the transaction. Is this real-time or periodic batch interfacing?

1.13 IMPLEMENTATION SERVICE

- ___a. The Vendor must be able to provide the support necessary to facilitate a rapid conversion of student bill presentment and student electronic payments. Provide information on the approach that will be used, the personnel required by the University, the personnel who will be assigned to the project by the Vendor, and a proposed implementation schedule. Specify training included and training recommended. Implementation and training must be completed no later than March 1, 2019.
- ___b. Payment processing for other University departments will be implemented on an as needed basis. Provide typical implementation schedules and a typical task list for adding departmental based payment gateways.
- ___c. What technical support is provided both during development and post implementation?
- ___d. What type of education and marketing support will you provide to our administration and students regarding your programs?
- ___e. Identify the resources you will need from the University for implementation.

1.14 WEB/MOBILE COMPATIBILITY

- ___a. System must be compatible with all major web browsers for Windows and Mac, including: Internet Explorer (Windows only, version 8 and above), Firefox (version 8 and above), and Chrome (version 16.0.912.63 and above).
- ___b. System should provide mobile browser compatibility for iPhone, iPad, Android (version 2.2 and above).
- ___c. System and services must comply with the accessibility guidelines of “Section 508 of the United States Rehabilitation Act of 1973” and/or the “Web Content Accessibility guidelines (WCAG) 2.0 AA” published by www.w3.org.

SUPPORT AND SERVICES

SECTION 2

2.1 SERVICE BILLING

- ___a. For those proposals that present billing on a per transaction basis the Offeror should provide separate detailed bills for the University's Business Office for student payments and billing, and for each campus for departmental payments. Provide examples.
- ___b. For those proposals that present billing on a per transaction basis please define the billing method, format, and billing period. Provide examples.

2.2 SUPPORT

- ___a. The Offerer must provide a support center and provide rapid response and resolution to customer issues, i.e., password reset, functionality questions, and/or technical issues. What are the number of employees on the support staff and the number of employees per shift? What hours is the support center available?
- ___b. The University should be able to appoint more than one official contact and have the ability to view and edit as needed.
- ___c. The Offeror should be able to supply the University with marketing materials that describe the Offeror's services to facilitate communication on the campus and with students. Provide examples.

2.3 SOFTWARE UPDATES

- ___a. The Offeror should provide a yearly schedule detailing new release dates.
- ___b. The Offeror must provide support for testing and implementation of new releases. Will this cost extra or be part of contract? When will the support be available?
- ___c. The Offeror must allow schedule flexibility for the implementation of new releases to allow University to adequately test and prepare the campus for new release.
- ___d. Do you have deadlines on when the University must move to a new release?

2.4 SYSTEM REQUIREMENTS – REMOTE HOUSING

- ___a. All required hardware should be housed and maintained completely off site from the University, sometimes called a 'hosted' solution. Describe any hardware that would be located on the University premises.
- ___b. The Offeror must provide all backup and recovery services, System hardware and software updates, software patching, new release installation, and all other maintenance required to maintain a secure and up-to-date System.
- ___c. All customer account information for credit/debit card account numbers must be captured, transmitted, processed, and stored in the hosted System and not on a University server.
- ___d. Describe exactly what software components must be installed behind the University firewall. Customer credit card numbers (encrypted or not) or portions of credit card numbers (encrypted or not) must not be stored behind the University firewall.

- ___e. Describe the Technical User controls for administering the look-and-feel of the payment processing System.

2.5 ACCEPTABLE DOWNTIME

- ___a. The System must be available on a 24x7 schedule, including holidays. Please explain what your uptime or unplanned downtime will be.
- ___b. The Offeror must maintain a hot site or take appropriate measures to enable a quick recovery from a major disaster or interruption of service and campus notification.
- ___c. The Offeror must have a full, documented disaster recovery plan in place. Please provide a sample.
- ___d. In the event of a power interruption or communication failure to campus information systems, the System must be capable of independent operation off-line from the server and/or host. Describe how the System handles this situation.
- ___e. Must provide the University 2 weeks' notice of planned downtime.

2.6 AUTHENTICATION

- ___a. The System should provide secure, seamless integration that does not require a user who already has credentials at the University to create another set of credentials on the Vendor's system (i.e. architecture must permit the passing of credentials from a pre-authenticated student at the University to the Vendor's application to make payments without requiring re-entry of password or user information). The credentials passed must be transmitted across an encrypted transport and the token or credential used on the redirect or post must not be susceptible to replaying the same credential from another user for authentication.
- ___b. Third party identities must be uniquely authenticated, and the third-party payer must not be required to know the password belonging to the individual to whose account the payment is applied. Passwords for third parties must not be transmitted or stored in clear text.
- ___c. Describe how students are authenticated by your electronic billing system.
- ___d. Does the electronic billing system support single sign-on?
- ___e. Describe the System's ability to integrate with our Banner Student Self Service System across multiple modules?
- ___f. Is the payment plan management system integrated with an electronic billing system? Describe how students are authenticated by your payment plan management system.
- ___g. Does it recognize if the student has a hold for payment plans?
- ___h. Does your company's authentication support DUO?

2.7 DATA TRANSFER/TRANSMISSION

- ___a. Data transmitted over a network segment must use strong encryption for the transmission.

2.8 CAMPUS CARD

- ___a. Does your product support campus card processing?

- ___b. List campus card vendors, technology used (magnetic stripe, RFID, etc.) and their products you have worked with in the past.
- ___c. Do you have real-time, hands-off interface between campus card and the System?

ELECTRONIC BILL PRESENTMENT AND PAYMENT

SECTION 3

3.1 BILL LOADING REQUIREMENTS

- ___a. Describe the process of transmitting and loading billing statements into the billing software. What is the timeframe for bills to be viewed on-line?
- ___b. Is there a specific file format required for importing billing statements?
- ___c. The Banner screens TSRRBIL and TSRSBIL create the bill files. Does the system support these bills/statements. Is this all that is required to load bills on the System? If not, describe in detail (including file format) of what is required such as different systems to format the file.
- ___d. The System should accept a student billing file in a formatted bill that can be viewed on-line.

3.2 E-MAIL NOTIFICATION REQUIREMENTS

- ___a. How are e-mail addresses loaded and maintained in the electronic billing system and will the University have the ability to update?
- ___b. Does the System allow for alternate or multiple e-mail addresses to be managed by the student? Can the system be locked down so that the student cannot remove viable email from the billing processes?
- ___c. What types of e-mail notifications are available? Provide a list of e-mail notifications delivered by the electronic billing System.
- ___d. Does the University have the ability to edit e-mail notifications to reflect its business policies?
- ___e. What is the turnaround time for notifying students of new billing statements?
- ___f. How are failed e-mail notifications handled? How is the University notified that a student has received e-mail notification or did not receive e-mail notification?
- ___g. Does the System allow for notification to be sent via a text message to a cell phone?
- ___h. Is the electronic bill attached to the e-mail and sent to the student or does the student view the bill in the System? If the electronic bill is emailed how is the data encrypted?
- ___i. Does the system provide reporting on email notification history and are the contents visible?

3.3 BILL PRESENTATION REQUIREMENTS

- ___a. What bill presentation formats are available? (i.e., PDF, HTML, DOC, TXT)
- ___b. Can the billing statement presentation be customized? If so, is this an additional cost?
- ___c. The System should make historical billing data available on-line. Describe the amount of history allowable in total and the total allowable per student.

- ___d. The System should present all bills on the web within 24 hours of receipt of the billing file from the University. Describe what methods are available to inform students that a new bill is available for viewing.

3.4 REAL-TIME REQUIREMENTS

- ___a. The bill payment system must update the student's account in real-time. Describe the System's ability to post payment transactions in real-time.
- ___b. Describe the System's ability to present users with their real-time account balance and account activity.
- ___c. Does the real-time balance include estimated financial aid?
- ___d. Is this information displayed to the user? If so, please describe where the information is obtained.
- ___e. Describe how the System has the ability to limit overpayments based on the real-time account balance and also include future charges? How does the System manage overpayments?
- ___f. Describe the payment history functionality available to users. Does the System include all payment transactions, regardless of how the payment has been made, or is the bill payment System limited to only payments made via the software?

3.5 PAYMENT REQUIREMENTS

- ___a. Describe the payment workflow for each of the following payment methods:
 - 1) Credit Cards
 - 2) Electronic Checks
 - 3) PIN/less Debit
- ___b. Is the System able to restrict payment type if a student has a hold or has exceeded a specified number of NSF transactions?
- ___c. Does the electronic billing system provide users with a payment receipt?
- ___d. In addition, is the receipt available via e-mail and available online at any time?
- ___e. Do students receive notification if an authorized user makes a payment on their behalf? What format would they receive it in?
- ___f. Does the electronic billing system support automatic bill payments? Describe how it works for the different payment methods.
- ___g. Does the System support deposit payments?
- ___h. Describe the process of setting up deposit items and posting of deposit payments to the Banner student system. Explain how deposits placed in error are reversed.
- ___i. Does the System support future term payments? Please describe.
- ___j. How does the System handle payments for multiple future terms?

3.6 SYSTEM MANAGEMENT REQUIREMENTS

- ___a. Does the System allow for multiple administrative users with specific access rights?

- ___b. Describe how new administrative users are created.
- ___c. Describe the access administrators have to student billing information.
- ___d. Does the System provide reporting that shows which students have not logged in and viewed their billing statement?
- ___e. Does the System provide a report that shows a history of how many times a student has logged into the electronic billing system?
- ___f. Describe other reporting capabilities provided by the electronic billing system.
- ___g. Does the System provide for the printing of 1098Ts for users who request a paper version?
- ___h. Is there a limit to the number of administrative access users at one time?
- ___i. What levels of security/access does your company provide?

PAYMENT PLAN ADMINISTRATION REQUIREMENTS

SECTION 4

4.1 ADMINISTRATIVE REQUIREMENTS

- ___a. Describe the process for administrators to create and manage tuition payment plans. Include available options for setting up installments, due dates, payment plan fees, conditions of contract, time plans are available, and ability to edit terms.
- ___b. How does the payment plan system account for charges and credits eligible for a payment plan? How does the System account for non-deferrable items? Are students required to pay the non-deferrable items prior to setting up a deferred payment plan?
- ___c. How does the System allow for estimated and applied financial aid to be included in the payment plan? Describe how financial aid is used in the plan calculation. Include tables, fields, and rules for application.
- ___d. Does the payment plan management system automatically recalculate installments based upon changes in enrollment status or new charges and credits on the student's account? Describe this functionality. How often does recalculation run?
- ___e. How are charges associated from the plan, such as the registration fee or late fees, applied to the student account?
- ___f. Describe how the System is able to post installment information to the student system. Where is it posted in our System? Include table(s) and field(s).
- ___g. Do administrators have the capability to setup a payment plan for a term that is not active and to enter late fees applicable to the payment plan?
- ___h. List all Banner tables and fields accessed in the payment plan System.
- ___i. Can the System allow enrollment in multiple payment plans?

4.2 ADMINISTRATIVE ACCESS TO STUDENT PAYMENT PLAN REQUIREMENTS

- ___a. Do administrators have the ability to enroll students in a payment plan?
- ___b. Do administrators have access to signed payment plan enrollment agreements?
- ___c. Can administrators override a hold?

4.3 STUDENT SELF-SERVICE REQUIREMENTS

- ___a. Describe the student enrollment process in a tuition payment plan. Include how the System interacts with our Banner Student System to present real-time account information.
- ___b. What payment methods are available to students and authorized users within the payment plan management system?
- ___c. Does the System give students the option to set up scheduled payments in order to automatically pay plan installments? Explain the process for the different methods and list any form of payment not accepted for the different methods.
- ___d. Are payments made via the payment plan management system reflected on the student account in real time? Please explain how.
- ___e. Does the System exclude detail or category codes in our Banner system in a payment plan?
- ___f. List tables and fields the System interacts and updates in Banner.
- ___g. Does the System have static and/or changing payment plans? Explain how each method works.
- ___h. Is the option available to choose which type of payment plan to offer?

4.4 REPORTING REQUIREMENTS

- ___a. Describe and include a sample of all reports. In addition, please list Banner tables that generated the reports.

4.5 E-MAIL NOTIFICATION REQUIREMENTS

- ___a. How are e-mail addresses loaded and maintained in the payment plan management system?
- ___b. Does the System gather student e-mail addresses from Banner's e-mail table (GOREMAL)? If so, how does the System handle multiple e-mail addresses?
- ___c. Can email notifications be sent to multiple email addresses?

4.6 TEXT MESSAGING REQUIREMENTS

- ___a. How are cell phone numbers loaded and maintained in the payment plan management system? Can a report be

CASHIERING SYSTEM REQUIREMENTS

SECTION 5

5.1 PHYSICAL SYSTEM REQUIREMENTS

- ___a. The System must include all software and hardware components necessary for payment functions at the cashier's window. The System software must be integrated in real time with Ellucian Banner software. Provide a basic overview of the cashiering solution.
- ___b. Describe cashiering hardware options.
- ___c. Describe reader types, associated initial and replacement costs.
- ___d. Describe the System's ability to support a multi-site campus environment. The system must come with a minimum of 2 stations. Are there limitations on station licenses? If so, are additional licenses available?

5.2 STUDENT AUTHENTICATION REQUIREMENTS

- ___a. Describe the process for cashiers to access a student account. Include an explanation of whether a student's campus ID card can be used to initiate a cashiering transaction.
- ___b. Describe what student information is retrieved, including name, address, hold information, etc.
- ___c. Can the System read a bar code? What is involved in switching from bar code to magnetic stripe?

5.3 CREDIT CARD PROCESSING REQUIREMENTS

- ___a. Does the cashiering system have a customer-facing terminal that is capable of displaying pertinent student information such as account balance, name, student ID number, address, amount due, and other relevant information?
- ___b. Does this terminal also allow a student to swipe their credit card or student ID card without handing it to the cashier?
- ___c. Describe the process for accepting a credit card payment in which the card is physically swiped.
- ___d. Describe the process for accepting a credit card payment without the credit card swipe functionality.

5.4 CHECK CONVERSION REQUIREMENTS

- ___a. Describe the process for converting a paper check presented in person into an ACH transaction. Is the System NACHA compliant?
- ___b. Describe the process for converting a mailed-in check payment to an ACH transaction. Is the System NACHA compliant?
- ___c. Describe the process for converting a phoned-in payment to an ACH transaction. Is the System NACHA compliant?
- ___d. The System must provide the ability to view scanned check images. This information will be used for audit-control and dispute resolution procedures. Describe how the System supports this functionality.
- ___e. Does the System allow credit card fees to be charged and passed to the student?

5.5 BAD CHECK FLAG REQUIREMENTS

- ___a. The System should be able to maintain a "bad check flag" for each student. This flag would determine if the cashier should accept checks from a student with a history of passing bad checks. Explain how this is accomplished. Does the System keep the University from being able to accept the check?
- ___b. How does the System handle returned checks?

5.6 TRANSACTION REPORTING REQUIREMENTS

- ___ a. Does the cashiering system include a transaction journal that shows all user activity? This journal must be archived for audit purposes.
- ___ b. Describe the System's ability to track financial transactions (monies collected and monies disbursed) for each individual cashier, creating an audit trail to be used by system administrators or supervisors.

5.7 PAYMENT PROCESSING REQUIREMENTS

- ___ a. The System must have the ability to accept multiple tender types for a single transaction. Each tender type must be listed individually on the receipt.
- ___ b. Cashiers must be able to accept payment for multiple charges in a single customer session. For example, a cashier should be able to take payment for a student's fall tuition and parking fine in a single customer session. This transaction must be reflected in a single customer receipt.
- ___ c. Is the System capable of processing a single payment for multiple student accounts?
- ___ d. The System must be able to process student, non-student, deposit, general ledger entry payments.
- ___ e. Can the University make a payment by term(s)? If so, describe the posting to Banner of a payment of multiple charges to multiple terms.
- ___ f. Does the System split the payment into multiple term code transactions?

5.8 PAYMENT RECEIPT REQUIREMENTS

- ___ a. Describe the cashiering system's receipt generating functionality. What items are displayed on the receipt?
- ___ b. How many receipts can be printed during a single transaction, i.e., can the user request multiple copies of receipt at printing? Please explain.
- ___ c. Does the System allow for reprinting receipts? Please explain.
- ___ d. Can the University print all historical receipts for a customer at one time?
- ___ e. Can a receipt be printed for transactions not processed through the system?

5.9 OTHER CASHIERING REQUIREMENTS

- ___ a. The System must be capable of supporting deposits made by campus departments. Describe how this is accomplished.
- ___ b. Does the System allow for cashiers to post payments from third parties (for example, corporations paying tuition on behalf of their employees)? Explain how this is accomplished. If not in this module, does a different module have the ability?
- ___ c. The System must allow the posting of charges to an account. Describe how this is accomplished. The system must be able to target a specific charge and apply a payment directly to that charge.
- ___ d. University staff should be able to manually enter a debit or credit card or ACH transaction on a student account. These transactions should be processed as a normal transaction but identified as being entered by the University on an appropriate report. Provide examples.

5.10 DRAWER MANAGEMENT REQUIREMENTS

- ___a. Describe how the System maintains information about the cashier's drawer, as well as its ability to close and balance the drawer when a cashier logs off.
- ___b. Does the cashiering system provide a currency breakdown when a cashier closes and balances their drawer? Describe how this is accomplished.
- ___c. Describe the capability that a supervisor has in reviewing/updating cashier transactions.

5.11 USER ADMINISTRATION REQUIREMENTS

- ___a. The cashiering System must allow for the ability to assign roles to different staff members, giving each user different roles, responsibilities, and rights to the System. Describe the user roles available in the cashiering System.
- ___b. Does the supervisor have the capability to update/close cashier session?
- ___c. Does closing the cashier session in the System also close the cashier session in Banner?

CAMPUS-WIDE E-COMMERCE

SECTION 6

NOTE: At this time, the university desires “stores” to be included in base bid on Attachment B: Official Bid Price Sheet

6.1 CENTRALIZED MERCHANT MANAGEMENT

- ___a. The System must be designed to allow multiple merchants (i.e. Departments) to operate and run stores, such as Alumni, Parking, Continuing Education, etc.
- ___b. The System must provide for centralized reporting as well as distributed reporting, allowing the individual merchants access to reports for their specific sales data.

6.2 CENTRALIZED ON-LINE STOREFRONTS

- ___a. The System must provide a centralized storefront application for multiple merchants, with consolidated payments into a secure and compliant enterprise payment gateway.
- ___b. The on-line storefronts must be customizable, allow for importing product descriptions, manually entering them, allowing non-technical user the ability to upload images and enter product descriptions. Describe ability to approve updates/changes.
- ___c. Does the storefront allow for tracking of inventory? Please describe.
- ___d. The on-line storefronts should allow for external data to be collected with each product purchased (such as size, color, etc.)
- ___e. Does the storefront allow for the tracking of taxes?

6.3 CENTRALIZED ON-LINE PAYMENTS

- ___a. The System must provide customizable and flexible payment pages that can be setup by non-technical staff for existing payment applications. Provide examples of how this is done.
- ___b. Does the System allow for recurring payments?

6.4 DISTRIBUTED USER ROLES

- ___a. The System must provide a variety of user roles with various add, edit, and delete privileges for store settings, product management, and store setup. Describe the process.
- ___b. Describe the process for new items/pages to be approved before being displayed on a storefront.
- ___c. Does the System allow administrators control to approve stores and/ or products before displaying on a storefront?
- ___d. Does the System have the ability to hide user role administration based on merchant user role?

6.5 PRODUCT CATEGORIES

- ___a. Does the System allow for the creation of multiple product categories and sub-categories?

___b. Does the System allow for products to be assigned to a specific product category?

6.6 DOWNLOADABLE PRODUCTS

___a. Does the System allow for the setup of digital products for delivery via download? Describe this process.

6.7 GENERAL LEDGER UPDATES

___a. The System must allow for the updating of campus finance systems. Give Banner tables and fields accessed and explain the process.

___b. The System must allow for the assignment of accounting codes to stores and specific products. Describe this process.

6.8 MULTIPLE PAYMENT METHODS

___a. The System must allow for the use of multiple payment methods (ACH, Debit, and various Credit Cards).

___b. The System must allow for the administrator to determine the allowable payment methods for individual stores and products.

6.9 USER AUTHENTICATION

___a. Does the System allow for administrators to determine whether or not user authentication is required on a store by store basis?

___b. Can the System charge credit card convenience fees as controlled by the department merchant?

Signature _____

ATTACHMENT B

OFFICIAL BID PRICE SHEET

RFP TAMU-CENTRAL TEXAS 18-0036

Online Payment System and Management

**This pricing should be for: payment processing/cashiering for student payments and
an online e-commerce site as a base bid.**

Note: The university wishes to have the pricing for these presented separately)

**THIS PAGE MUST BE COMPLETED AND SUBMITTED SEPARATELY WITH YOUR PROPOSAL
RESPONSE. THIS IS THE OFFICIAL BID PRICE SHEET AND NO OTHER ALTERNATIVE WILL
BE ACCEPTED.**

	Payment Processing/ Cashiering for Student Payments	Campus-Wide E-Commerce Processing (Storefronts)
▪ Required Hardware (if necessary)	\$ _____	\$ _____
▪ Required Software	\$ _____	\$ _____
▪ Installation Costs	\$ _____	\$ _____
▪ Training Costs	\$ _____	\$ _____
▪ Application Software Training Fees	\$ _____	\$ _____
▪ Application Software Support Fees	\$ _____	\$ _____
▪ Other costs necessary to make the System fully operational. The University will not be responsible for any costs not listed herein.	\$ _____	\$ _____
▪ Software Maintenance Costs		
Year 1 only	\$ _____	\$ _____
▪ Hardware Maintenance Costs		
Year 1 only	\$ _____	\$ _____
▪ Annual Subscription (including support)	\$ _____	\$ _____
TOTAL BID PRICE	\$ _____	\$ _____
• Campus Card ID for Students	\$ _____	\$ _____
• Other Modules Available	\$ _____	\$ _____
• Other Modules Available	\$ _____	\$ _____

- Escalation Fees:

Include escalation fee for the remaining term of the contract.

Fee must remain firm for the first year of the contract:

Year Two (2) _____%

Year Three (3) _____%

Year Four (4) _____%

Year Five (5) _____%

ATTACHMENT C



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - ☐ Section 2 c. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - No
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
 - ☐ Section 3 - Self Performing Justification
 - ☐ Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB SUBCONTRACTING PLAN (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders contracts,**
- **32.7 percent for all special trade construction contracts,**
- **23.6 percent for professional services contracts,**
- **24.6 percent for all other services contracts, and**
- **21 percent for commodities contracts.**

-- Agency Special Instructions/Additional Requirements --

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

The following Texas A&M University specific HUB goals shall be utilized:

21.33 percent for heavy construction other than building contracts,
21.1 percent for all building construction, including general contractors and operative builders contracts,
42.69 percent for all special trade construction contracts,
28.12 percent for professional services contracts,
24.6 percent for all other services contracts, and
23.55 percent for commodities contracts.

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
Point of Contact: _____ Phone #: _____
E-mail Address: _____ Fax #: _____
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No
- c. Requisition #: _____ Bid Open Date: _____

(mm/dd/yyyy)

Enter your company's name here: _____ Requisition #: _____

SECTION 2 SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b, of this SECTION and continue to Item c of this SECTION.)
- ☐ - **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- ☐ - **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- ☐ - **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

a. This page can be used as a continuation sheet to the HSP Form's page 2, SECTION 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____ Requisition #: _____

SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- ☐ - **Yes** (If **Yes**, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- ☐ - **No** (If **No**, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

SECTION 4 AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

_____ Signature	_____ Printed Name	_____ Title	_____ Date (mm/dd/yyyy)
--------------------	-----------------------	----------------	-------------------------------

- REMINDER:** ➤ If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded "Yes" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-A.doc>

SECTION A-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #:	Description:
1	100% Cotton T-Shirt
2	100% Cotton T-Shirt
3	100% Cotton T-Shirt
4	100% Cotton T-Shirt
5	100% Cotton T-Shirt
6	100% Cotton T-Shirt
7	100% Cotton T-Shirt
8	100% Cotton T-Shirt
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11	100% Cotton T-Shirt
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93	100% Cotton T-Shirt
94	100% Cotton T-Shirt
95	100% Cotton T-Shirt
96	100% Cotton T-Shirt
97	100% Cotton T-Shirt
98	100% Cotton T-Shirt
99	100% Cotton T-Shirt
100	100% Cotton T-Shirt

SECTION A-2 SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

[illegible]

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded "**No**" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: _____ Description: _____

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, to continue to SECTION B-4.)

☐ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to **three (3)** or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs **at least seven (7) working days** to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the **three (3)** Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more minority or women trade organizations or development centers **in Texas** to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers **at least seven (7) working days** prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>
- d. List **two (2)** minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) *Cont.*

Enter your company's name here: _____ Requisition #: _____

SECTION B-4 SUBCONTRACTOR SELECTION

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



Rev. 02/12

HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

Section A	
PRIME CONTRACTOR'S INFORMATION	
Company Name: _____	State of Texas VID #: _____
Point-of-Contact: _____	Phone #: _____
E-mail Address: _____	Fax #: _____

Section B	
CONTRACTING STATE AGENCY AND REQUISITION INFORMATION	
Agency Name: _____	
Point-of-Contact: _____	Phone #: _____
Requisition #: _____	Bid Open Date: _____ (mm/dd/yyyy)

Section C	
SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION	
1. Potential Subcontractor's Bid Response Due Date:	<p>If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than <input type="text" value="Select"/> Central Time on: _____ Date (mm/dd/yyyy)</p> <div><p>In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency.</p><p>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</p></div>
2. Subcontracting Opportunity Scope of Work:	
3. Required Qualifications: <input type="checkbox"/> - Not Applicable	
4. Bonding/Insurance Requirements: <input type="checkbox"/> - Not Applicable	
5. Location to review plans/specifications: <input type="checkbox"/> - Not Applicable	



HUB SUBCONTRACTING PLAN (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

❖ If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:

- ☐ Section 1 – Respondent and Requisition Information
- ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
- ☐ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
- ☐ Section 2 c. – Yes
- ☐ Section 4 – Affirmation
- ☐ GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

❖ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the “Agency Special Instructions/Additional Requirements”, complete:

- ☐ Section 1 – Respondent and Requisition Information
- ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
- ☐ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- ☐ Section 2 c. – No
- ☐ Section 2 d. – Yes
- ☐ Section 4 – Affirmation
- ☐ GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

❖ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the “Agency Special Instructions/Additional Requirements”, complete:

- ☐ Section 1 – Respondent and Requisition Information
- ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
- ☐ Section 2 b. – List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- ☐ Section 2 c. – No
- ☐ Section 2 d. – No
- ☐ Section 4 – Affirmation
- ☐ GFE Method B (Attachment B) – Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

❖ If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:

- ☐ Section 1 – Respondent and Requisition Information
- ☐ Section 2 a. – No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
- ☐ Section 3 – Self Performing Justification
- ☐ Section 4 – Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into “new” contracts.

HSP "GOOD FAITH EFFORT" **METHOD B**
CHECKLIST

- () Enter your company's name and solicitation number at the top of page
- () **Section B-1 – Subcontracting Opportunity**
- ___ Enter the line item number and description that corresponds in **Section 2, Item b** of the HSP
- () **Section B-2 – Mentor-Protégé Program**
- ___ Yes, proceed to **Section B-4**
- ___ No, proceed to **Section B-3**
- () **Section B-3 – Notification of Subcontracting Opportunity**
- ___ Contacted three (3) certified Texas HUB's for each subcontracting area and documented these efforts in **Section B-3 b.**
- ___ Provided seven (7) working days for the vendors to respond
- ___ Contacted two (2) or more minority or women trade organizations or development centers and documented these efforts in **Section B-3 d.**
- ___ Provided seven (7) working days to the trade organizations or development centers
- ___ Provided written documentation as proof of notification to the HUB vendors and minority or women trade organizations or development centers
- () **Section B-4 – Subcontractor Selection**
- ___ In **Section B-4 a** enter the line item number and description that corresponds in **Section B-1**
- ___ Indicate the vendor and expected percentage or dollar figure of subcontracted area in **Section B-4 b.**
- ___ and if not a HUB vendor, provide a justification in **Section B-4 c.**



Contract/Requisition Number: _____ Date of Award: _____ Object Code: _____
(mm/dd/yyyy) (Agency Use Only)

Contractor (Company) Name: _____ State of Texas VID #: _____

Reporting (Month) Period: Total Amount Paid this Reporting Period to Contractor: \$ -

[illegible]

*Note: HUB certification status can be verified on-line at: <http://www2.cpa.state.tx.us/cmb1/hubonly.html>

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