



REQUEST FOR PROPOSAL

RFP No.752-19-921DH

Title: Student Refunding Processor Services

Proposal Submittal Deadline: May 14, 2019

Prepared By:
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Business Service Center
1112 Dallas Drive, Suite 4000
Denton, Texas 76205
Date: April 19, 2019

REQUEST FOR PROPOSAL

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SECTION 1

INTRODUCTION

1.1 UNTS SYSTEM DESCRIPTION

UNTS of North Texas System (UNTS) is seeking proposals for Student Refunding Processor Services. (209-11) UNTS is a University system that is composed of the University of North Texas in Denton (UNT), the University of North Texas Health Science Center (UNTHSC) in Fort Worth and the University of North Texas at Dallas (UNTD). The UNT System Administration is based in Downtown Dallas. The three independent universities of the UNT System have combined enrollment of just over 44,000 students across five major teaching locations including each main campus as well as Frisco and Downtown Dallas. Proposals submitted in response to this RFP shall be for goods and/or services provided to UNTS, UNT, UNTHSC and/or UNTD, as agreed to in writing by the parties.

1.2 BACKGROUND

UNT and UNT Dallas is currently using a vendor for refunding students credit balances to students and parents (Parent/PLUS Loans). The contract period for this vendor has expired. Student Financial Services (SFS) for UNT and UNT Dallas is responsible for refunding credit balances to students. SFS is seeking a vendor to process these refunds to students and parents via various refunding options as outlined in this Request for Proposal (RFP).

1.3 Group Purchase Authority

Texas law authorizes institutions of higher education to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer(s) under this Section. Should another institution exercise this option the resulting contract and obligations shall be between that institution and the vendor with UNTS incurring no obligation as a result thereof. At this time we do not envision the University of North Texas System Health Science Center participating in the services performed under this RFP; however, if in the future they elect to that option remains available to them and any other institutions as noted in Section 4 – Per UNTS General Terms and Conditions.

SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

UNTS will accept proposals submitted in response to this RFP until **2:00 p.m.**, Local Time on **May 14, 2019** (the “**Submittal Deadline**”).

2.2 UNTS Contact Person

Proposers will direct all questions or concerns regarding this RFP to the following UNTS contact (“**UNTS Contact**”):

Denise Harpool, Senior Buyer

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

UNTS Contact must receive all questions or concerns no later than 2:00 PM Local Time on April 19, 2019. It is UNTS’s intent to respond to all appropriate questions and concerns; however, UNTS reserves the right to decline to respond to any question or concern. Answers to questions will be posted via

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

2.3 Criteria for Selection

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

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

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

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

- Contractor meets requirements as listed in proposal
- Refund process, disbursements process
- Banking Relationship
- Security
- Implementation, Training, Future Support Teams
- Financial Agreement
- Pricing
- Overall completeness of the proposal

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

2.4 Key Events Schedule

Issuance of RFP	April 19, 2019
Pre-Submittal Conference (Ref. Section 2.6 of this RFP)	April 26, 2019 @ 2:00 PM
Deadline for Questions/Concerns Answers Posted to Websites (Ref. Section 2.2 of this RFP)	May 01, 2019 @ 2:00 PM May 06, 2019 @ 5:00 PM
Submittal Deadline (Ref. Section 2.1 of this RFP)	May 14, 2019 @ 2:00 PM

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

2.5 Historically Underutilized Businesses

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

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

For questions regarding the HUB Program or submittal of your HSP, vendors may contact either Greg Obar, Associate Director, HUB Program at Greg.Obar@untsystem.edu.

2.6 Pre-Submittal Conference

A pre-submittal conference will be held on **April 26, 2019 at 2:00PM** at the Business Service Center 1112 Dallas, Drive, Denton Texas 76205 Training Room 4202A. There will be a phone number - **Dial 1-866-279-1594 Guest Code 150441#** - to call in to attend the conference by phone. Attendance at this pre-submittal conference is recommended but not mandatory.

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Number of Copies

Proposer must submit one (1) complete original copy of its *entire* proposal. An *original* signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2 of APPENDIX ONE**) of submitted proposal. The Proposer's proposal bearing an original signature should contain the mark "original" on the front cover of the proposal.

For submission of competitive solicitation responses, UNTS does not consider electronic signatures to be valid therefore the original signature is required.

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

3.2 Submission

Proposals must be received by UNTS on or before the Submittal Deadline **May 14, 2019 2:00 PM** (ref. **Section 2.1** of this RFP) and should be delivered to:

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

Request for Proposal number and submittal date should be marked in the lower left-hand corner of sealed bid envelope (box/container).

Proposals submitted via facsimile or other electronic means will not be accepted.

3.3 Proposal Validity Period

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

3.4 Terms and Conditions

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

- 3.4.1.1 Specification Section 5);
- 3.4.1.2 (Not used);
- 3.4.1.3 Proposal Requirements (ref. **APPENDIX ONE**);
- 3.4.1.4 Notice to Proposers (ref. **Section 2** of this RFP).

3.4.2 UNTS anticipates entering into a contract with the Contractor in substantially the form of the attached Sample Agreement.

3.5 Submittal Checklist

Proposer is instructed to complete, sign, and return the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then UNTS may reject the proposal:

- 3.5.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)
- 3.5.2 Signed and Completed HUB Subcontracting Plan. (ref. **Section 2.5** of this RFP). **PLEASE SUBMIT THIS INFORMATION IN A SEPARATE ENVELOPE. (Not required)**
- 3.5.3 Responses to Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**).
- 3.5.4 Signed and Completed Addenda Checklist (ref. Section 4 of **APPENDIX ONE**)
- 3.5.5 Responses to evaluation criteria.

SECTION 4

GENERAL TERMS AND CONDITIONS

UNTS's standard purchase order terms and conditions may be found at: https://www.untsystem.edu/sites/default/files/bsc_po_terms_12.19.2017.pdf. Additionally, attached is a SAMPLE UNTS of North Texas System Services Agreement. If a proposer takes exception to any of these terms and conditions in either our standard purchase order terms and conditions or those included in the sample agreement, those exceptions should be stated and located in a separate section of the proposal marked "Exceptions." Proposers are advised that should UNTS not accept a stated exception it may result in disqualification of your proposal.

- 4.1 Term. UNTS intends that the term of the contract resulting from this RFP shall be 1 year with options to extend for (4) four (1) one year terms with all terms and conditions remaining the same, by mutual consent. Either party may terminate after year one without penalty by giving at least 180 days' notice to the other party.

Section 5

SCOPE OF SERVICES

5.1 VENDOR MINIMUM REQUIREMENTS

Goals of UNT:

- a) Streamline the process of issuing refunds to students and parents.
- b) Enhance refund delivery and preference management services for students.
- c) Reduce overall costs associated with the disbursement of all student account refunds. These costs may include the printing of physical checks, maintaining ACH documentation for customers, processing stored value cards, completing stop payments on physical checks, the escheat/unclaimed property process and the reconciliation process.
- d) Reduce the risk of fraud associated with the disbursement of physical checks from a university bank account. All physical checks will be written from the Contractor ' s bank account and will be the responsibility of the Contractor once the funds are transmitted from the institution to the Contractor.

Description of Current Refund Practices: UNT and UNT Dallas currently process all student and parent refunds through the Oracle/PeopleSoft Campus Solutions Student Financials system and the Oracle/PeopleSoft Enterprise Financials/Accounts Payable system. Both Campus Solutions and Enterprise Financials are on version 9.2 and "PeopleTools" version 8.56. UNT System plans to upgrade to "PeopleTools" version 8.57 within the next 12 months.

UNT System Refund Profile

University of North Texas:

2017 – 73,043 disbursements totaling \$141,144,262
2018 – 71,937 disbursements totaling \$139,188,505
2019 (to date) – 25,501 disbursements totaling \$57,890,919

University of North Texas Dallas & UNT Dallas College of Law:

2017 – 6,879 disbursements totaling \$16,324,265
2018 – 7,451 disbursements totaling \$17,046,619
2019 (to date) – 2,818 disbursements totaling \$7,547,996

Refund Management Service Proposal Requirements: Respondents should provide full and complete responses to all proposal requirements listed below. If a respondent cannot meet a specification, it must state that, and when appropriate, offer an alternative response.

5.2 SPECIFICATIONS/DELIVERABLES

Contractor Requirements

1. Provide the complete name of the company, the address and telephone number of the office which would handle this contract should a contract be offered by UNT System, and the locations of all other offices from which the company conducts business.
2. Provide a history and description of the company, including the number of year's refund services have been provided to colleges and universities.
3. Contractor shall observe and abide by all applicable laws, regulations, policies, and procedures, including but not limited to those of the University relative to conducting business on its premises.
4. Contractor should offer multiple methods for the student to receive their refund. Describe refund methods offered by contractor.
5. If the Contractor offers some type of debit card, stored-value card, other type of ATM card, or similar transaction device that is used to access the funds in that account. The account must be FDIC insured. The student must have convenient access to a branch office of the bank or an ATM of the bank (or an ATM of another bank) so that the student does not incur any cost in making cash withdrawals from that office or these ATM's. The branch or ATM must be located on the campus or adjacent to and accessible to the campus. The card must not be marketed or portrayed as a credit card or credit instrument. Before opening an account, the student or parent must be informed of the terms and conditions of the account as well as any fees associated with the account. The card (debit, stored value, or other) must be available as a choice for all student cardholders without pre-qualification or paper-signature required.
6. Contractor must provide access to a secure co-branded website, maintained by the Contractor, which should provide the following services at a minimum:
 - a. Student access via fully-integrated single-sign on or pass-through authentication from the institutions ERP student portal. Describe contractors single sign-on functionality.
 - b. Maintenance of selecting and changing a refund preference (stored value, electronic/direct deposit or paper check) by student input.
 - c. Information as to the status of refunds issued to the student by the institution.
 - d. Ability to generate notifications about account activity or other important notices via email, The UNT System would also be interested in SMS/text message and/or push notifications. The message history for all notifications should be readily available to the institution.
 - e. Ability for students to request that their refund be delivered electronically to another domestic financial institution.
 - f. Authorization content that complies with Title IV refund delivery regulations.
 - g. Ability to re-order a replacement card online if stored value option is chosen.
 - h. Ability to reset a PIN.
7. Contractor must work with the University to coordinate daily electronic interchange of data necessary to effectively maintain services.
8. Contractor must provide for convenient and free access to national ATMs on campus and install machines if necessary.
9. Contractor must provide for the ongoing replacement of lost/stolen/damaged Stored Value

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Disbursement Cards. Cardholders must be able to report a lost card and have it deactivated 24 hours/day, seven (7) days a week, via toll-free number and via the website.

10. Contractor must provide daily electronic transfers of payments from the University to authorized students with same or next day availability or initiate payments to another domestic bank account via an automated clearing house (ACH) within one (1) business day or issue and mail a paper check to the student's mailing address.
11. Contractor will maintain all banking information in a secured database in compliance with all FERPA, GLB Act, and Federal Banking Regulations. Contractor will comply with all Financial Aid Title IV regulations regarding the distribution of financial aid refunds.
12. Contractor must handle the total administration of students preferred choice: marketing, enrollment /activation, ongoing maintenance, customer service (even for paper checks) and direct deposits to other banks. Contractor will outline the level of customer support it will provide to customers as well as its method for escalating questions to/from the institution.
13. Contractor will be responsible for the processing of void or stop payments which are initiated by contractor or student.
14. Contractor must provide electronic access to the contract, once established, between the UNT System institutions and the contractor. This contract will be made available on the colleges' website in order to provide transparency to students.
15. Contractor must provide historical data in order to allow the institutions to individually track refunding trends.
16. Checks not cashed within 180 days must be promptly returned regardless of whether originating from Title IV funds.
17. The contractor should outline its processes for handling refund checks which are returned due to invalid address or returned undeliverable. Any checks returned to the contractor as undeliverable should be flagged and the institution should be notified immediately.
18. Contractors and their respective personnel are and shall be independent Contractors.

5.2.1 Refund Process - University Requirements

1. Describe the entire refund process that would be used by the Contractor and the UNT System institutions, including transmission of the refund information and the transmittal of funds to cover the refunds each day.
2. Describe the time deadlines/requirements each day for processing refunds, including ACH and physical checks.
3. UNT System requires the ability to provide one flat file from the Student Financials system for refund disbursements that would include an identifier, payment record, recipient name, recipient address and amount of the refund payment. Describe the technical process that will support this requirement as well as any other methods of integration between the Contractor system and the institutions ERP system for the purpose of processing refunds.
4. UNT System requires the ability for students and parents to have their refunds disbursed via ACH to a checking or savings account at any financial institution in the

United States. Describe how the Contractor will meet this requirement.

5. UNT System requires the ability to obtain online reports in real-time and/or via secure file transfer that provide an audit trail of the following: refund payment status and delivery status, activation and preference reports for students and parents opting for ACH disbursements and transmittal information from UNT bank accounts. Describe all reports that are available from the Contractor as well as methods of delivery and include examples of screen shots and/or reports.
6. UNT System requires the ability to obtain real-time access to view disbursements to students that provides information related to the type of refund issued, date, amount and the address for mailed checks. Describe how the Contractor will meet this requirement.

5.2.3 Refund Processing - Disbursements to Students and Parents

1. Provide an overview of the process used by the Contractor to disburse refunds to the student and parent through ACH, stored value card or paper check. Provide the number of days required to complete each process. Include all information related to any process that is not completed by the Contractor, but is outsourced to a 3rd party provider.
2. Describe how the student or parent authorizes the Contractor to disburse refunds via ACH, stored value card or paper check.
3. Describe the technology and business practice used by the Contractor to transmit student and parent information and receive university data that is secure and encrypted. Include a description of the technology and security used for receiving ACH information from students and parents and managing that information.
4. Describe the pre-note process used by the Contractor to verify bank account information provided by the student or parent with the initial authorization.
5. Describe how the Contractor provides an electronic notification to the student or parent of any disbursements. Include a timeline for electronic notification to the student or parent once the refund file is transmitted from the institution. Include details of how institution staff can view communications sent from contractor to student or parent.
6. Describe how the student or parent contacts the Contractor for questions related to a disbursement, including how the Contractor assists a student or parent who indicates a refund was not received.
7. Describe the process used by the Contractor for handling disbursements that cannot be deposited into a checking or savings account and are returned by the financial institution.
8. Describe how the institution can recall any disbursements if necessary.
9. Provide the address from where physical checks are mailed to students or parents. Provide an example of the envelopes used to send these checks.
10. Confirm that the Contractor will use either co-branded check with all campuses that is from the Contractor's bank account. Provide an example of a physical check processed to a student or parent.

11. Describe the process used by the Contractor to comply with the escheat/unclaimed property provisions of the Texas Property Code.

5.2.4 Banking Relationship

1. If applicable, describe any banking services that will be available and marketed to students and parents.
2. If applicable, describe the costs to students and parents who opt to utilize the banking services. Provide a full listing of any fees charged to account holders along with the conditions for receiving the fees and any applicable criteria for the fees being waived.
3. If applicable, describe the process that student account holders can transact deposits, withdrawals, etc.
4. List the number of ATM's and store locations that students have access to nationwide.
5. Describe any overdraft protection available to students.

5.2.5 Security

1. Describe disaster recovery plans by the Contractor that are currently in place for refund and banking services.
2. Describe the practice used by the Contractor to ensure compliance with Title IV federal financial aid refund delivery regulations.
3. Describe the practice used by the Contractor to ensure compliance with the Gramm - Leach - Bliley Act - Financial Privacy (GLB).
4. Describe the practice used by the Contractor to ensure compliance with the Family Educational Rights and Privacy Act (FERPA).
5. The University will not be liable for unauthorized purchases. Describe in detail the responsibilities and the liabilities of the cardholder, the University and the Contractor related to the deactivation of lost or stolen cards and the activation of a replacement.
6. Confirm that student or parent information will not be sold to third party vendors.

5.2.6 Implementation - Training - Future Support

1. Describe all implementation steps required to begin the refund services.
2. Describe the system environment(s) in which testing occurs. Does the Contractor offer a separate system environment for user acceptance testing?
3. Describe the training that would be provided to the institution's employees.
4. Describe the ongoing customer service support that would be provided to the institution's refund administrators.
5. Describe the nature of the support team that will assist the University in

implementing the refund program and assist with ongoing marketing efforts.

6. Provide examples of marketing materials along with the level of adaptability of those materials to the unique needs of the institution.
7. Describe any future upgrades or enhancements planned by the Contractor for refund services and the timeline for delivery.

5.2.7 Financial Agreement

1. Cost savings are critical to the University. The desired solution will seek to eliminate paper check issuance and the cost for student account refunds with the least amount of resource time to implement and operate. Explain in detail any estimated cost savings and cost avoidance your services can provide throughout the lifecycle of a refund. Include details of services which can mitigate the number of refunds which are returned to the institution.
2. Explain in detail any additional revenues/commissions to the University related to the products and services proposed in the RFP that may benefit the University.

5.3 PRICING/FEES

Pricing: List and describe in detail all costs to the institution for the products and services included in the proposal. The list should include, but is not limited to the following:

Description

- a) Setup fees
- b) Technical integration fees
- c) Project plan and implementation fees
- d) Training and ongoing support
- e) Marketing development and support to students and parents
- f) Website co-branding
- g) All fees related to card issuance
- h) All fees related to fund distribution
- i) Any other transaction fees
- j) Any fees associated with recalling ACH disbursements
- k) Include any allowance for a flat fee structure if refunds exceed a certain number during one contract year.
- l) describe costs to the institution for any future upgrade or enhancement to the refund services during the term of the contract.
- m) describe how the UNT System can establish one contract, but be billed separately by institution.

Questionnaire

1. How long has your firm been performing the services required by this RFP?
2. How many years has the firm been in business?
3. How many institutions do you currently support for the proposed services, including
 - a. How many in Texas?
 - b. How many are public colleges or universities?

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4. Include a minimum of three (3) clients within Texas that the UNT System may contact for reference purposes. Provide the client entity name, years serviced, primary contact name and title, phone number, e-mail and mailing address.
5. List any material claims or litigation against the vendor that will impact the vendor's ability to provide the services requested in this document.
6. Submit a copy of its annual Department of Education compliance exam.
7. Submit audited financial statements for the previous three (3) years.
8. The UNT System prefers not to deal with multiple vendors during either the deployment or operation of the system. If applicable, identify other vendors and provide a description of their services. Explain the interaction with them, your firm and UNT System.
9. What is your firm doing to address the Department of Education's Program Integrity and Improvement Issues addressed during Negotiated Rule Making Sessions as they relate to disbursing financial aid funds?
10. Describe your firm's relationship with the Department of Education. What is your level of involvement on issues related to Title IV disbursements?
11. Identify key elements that differentiate your company and product from the others companies in the field. Why is your firm our best choice?

Please describe how your solution meets Section 508 accessibility requirements.

APPENDIX ONE

AFFIRMATIONS AND CONFIRMATIONS

1.1 Purpose

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

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

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

1.2 Inquiries and Interpretations

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

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

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

1.3 Public Information

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

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

1.4 Type of Agreement

(See attached sample UNTS Service Agreement)

1.5 Proposal Evaluation Process

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

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

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

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

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

1.6 Proposer's Acceptance of Evaluation Methodology

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

1.7 Solicitation for Proposal and Proposal Preparation Costs

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

1.8 Proposal Requirements and General Instructions

- 1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.
- 1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of UNTS.
- 1.8.3 UNTS will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.
- 1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by UNTS, at UNTS's sole discretion.

- 1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP. Proposers are encouraged to completely address the evaluation criteria
- 1.8.6 UNTS makes no warranty or guarantee that an award will be made as a result of this RFP. UNTS reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in UNTS's best interest. UNTS reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to UNTS, at UNTS's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.
- 1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by UNTS, in UNTS's sole discretion.
- 1.8.8 Should a vendor wish to protest or dispute determinations or awards made in connection with this RFP, it shall be done by submitting a Letter of Protest/Dispute to UNTS Senior Director for Procurement Services outlining the issue to be considered.

1.9 Execution of Offer

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

1.10 Pricing and Delivery Schedule

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

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

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

1.11 Proposer's General Questionnaire

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

1.12 Addenda Checklist

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

1.13 Submission

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

Proposer must also submit the number of originals of the HUB Subcontracting Plan (also called the HSP) as required by this RFP (ref. **Section 2.5** of the RFP.) NOT REQUIRED

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

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

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

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

1.14 Page Size, Binders, and Dividers

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

1.15 Table of Contents

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

1.16 Pagination

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

SECTION 2

EXECUTION OF OFFER

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

- 2.1 By signature hereon, Proposer represents and warrants the following:
- 2.1.1 Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between UNTS and Proposer; (3) UNTS has made no representation or warranty, written or oral, that one or more contracts with UNTS will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
 - 2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
 - 2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
 - 2.1.4 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
 - 2.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
 - 2.1.6 If selected by UNTS, Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
 - 2.1.7 If selected by UNTS, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.
 - 2.1.8 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that UNTS will rely on such statements, information and representations in selecting Contractor. If selected by UNTS, Proposer will notify UNTS immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
 - 2.1.9 Proposer will defend with counsel approved by UNTS, indemnify, and hold harmless UNTS, UNTS of North Texas System, the State of Texas, and all of their regents, officers, agents and employees, from and against all actions, suits, demands, costs, damages, liabilities and other claims of any nature, kind or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract or agreement resulting from this RFP.
 - 2.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Proposer under any contract or agreement resulting from this RFP may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- 2.2 By signature hereon, Proposer offers and agrees to furnish the Services to UNTS and comply with all terms, conditions, requirements and specifications set forth in this RFP.

- 2.3 By signature hereon, Proposer affirms that it has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal lists at UNTS.
- 2.4 By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at UNTS's option, may result in termination of any resulting contract or agreement.
- 2.5 By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., *Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 2.6 By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.
- 2.7 By signature hereon, Proposer certifies as follows:
- "Under Section 231.006, *Family Code*, relating to child support, Proposer certifies that the individual or business entity named in the Proposer's proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate."
- 2.8 By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of UNTS of North Texas System, on the other hand, other than the relationships which have been previously disclosed to UNTS in writing; (ii) Proposer has not been an employee of any component institution of UNTS of North Texas System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) no person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. Section 669.003, *Government Code*). All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before UNTS enters into a contract or agreement with Proposer.
- 2.9 By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.10 By signature hereon, Proposer affirmatively states that it does not boycott Israel, pursuant to Texas Gov't Code Section 2270.001. Additionally, Proposer shall not engage in a boycott of Israel during the term of this Agreement.
- 2.11 By signature hereon, Proposer represents and warrants that all products and services offered to UNTS in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the *Texas Hazard Communication Act*, Chapter 502, *Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFP.

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

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

2.14 Proposer should complete the following information:

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

If Proposer is a Corporation, then Proposer's Corporate Charter Number: _____

RFP No.: _____, Title: _____

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

Submitted and Certified By:

(Proposer Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer's Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

(Email Address)

SECTION 3

PROPOSER'S GENERAL QUESTIONNAIRE

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

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

3.1 Proposer Profile

3.1.1 Company's Legal Name:

Address of principal place of business:

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

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

Are you a certified Historically Underutilized Business (HUB)? (circle one) YES NO
If "Yes", please indicate the issuing authority and include copy of your certificate.

SECTION 4
ADDENDA CHECKLIST

Proposal of: _____
(Proposer Company Name)

To: UNTS of North Texas System

Ref.: Enterprise Content Management Support

RFP No.: RFP752-19-921DH Student Refunding Processor Services

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

Note: If there was only 1 Addendum, initial just the first blank after No. 1, not all 5 blanks below.

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

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

SERVICE AGREEMENT

Effective Date:

University:

University Address:

Attn:

Contractor:

Contractor Address:

Attn:

Services:

The Services to be provided under this Agreement are set forth in Exhibit “A” Scope of Services, attached hereto and incorporated herein for all purposes.

Completion Date:

Compensation:

RECITALS

This Service Agreement is made and entered into by University and Contractor as of the Effective Date.

WHEREAS, University desires that Contractor provide the Services, and Contractor desires to provide the Services to and for the benefit of University;

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Contractor agree as follows:

AGREEMENT

1. Provision of Services. Contractor shall provide all necessary personnel, equipment, material, supplies, and facilities in the performance of the Services. Contractor shall perform the Services with that standard of professional care, skill, and diligence customarily and ordinarily provided in the performance of similar services.

2. Term. Unless otherwise terminated in accordance with the provisions set forth herein or by mutual written agreement of the parties, the initial term of this agreement shall begin on the Effective Date, and continue through the Completion Date, unless otherwise extended or terminated by the parties.

3. Termination. University may terminate this Agreement at any time upon _____ days prior notice. Either party has the right to terminate this Agreement if the other party is in default of any obligation hereunder. Contractor shall be entitled to compensation for services rendered through the effective date of termination.

4. Payment of Compensation. University shall pay the Compensation to Contractor in accordance with the payment terms set forth above, provided that, if no payment terms are specified payment shall be made in accordance with Chapter 2251 of the Texas Government Code. Contractor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to:

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

5. No Assignment or Delegation. This Agreement, and the rights and obligations set forth herein, are for personal services and may not be assigned or delegated by either party without the express written consent of the other party.

6. Property Rights. University shall, at all times, retain ownership in and the rights to any creative works, research data, reports, designs, recordings, graphical representations, or works of similar nature that may be produced in connection with this Agreement or the Services. Contractor agrees that such works are “works for hire” and assigns all of Contractor’s right, title, and interest to University.

7. FERPA. If Contractor has access to students’ educational records, Contractor shall limit its employees’ access to the records to those persons for whom access is essential to the performance of the Services. Contractor shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended.

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

9. Required Posting of Contracts on Website. Contractor acknowledges and agrees that University is required by Section 2261.253 of the Texas Government Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

10. Relationship of Parties. Contractor shall, at all times, act as an independent contractor and not as a partner, employee, or agent of University. Contractor shall not act or hold himself out to third parties as a partner, employee, or agent of University in the provision of the Services. University shall not have or exercise such control over the manner in which the Services are provided as would jeopardize the status of Contractor as an independent contractor. University will not withhold federal or state income tax or Social Security tax on behalf of Contractor. In addition, Contractor shall have no claim under this Agreement or otherwise against University for vacation pay, sick leave, unemployment insurance, worker’s compensation, retirement benefits, disability benefits, or employee benefits of any kind. Contractor shall have the exclusive responsibility for the payment of all such taxes and arrangements for insurance coverage and shall discharge such responsibility fully. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of Contractor, the parties hereto mutually agree that both Contractor and University shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, regardless of by whom such discussion or negotiation is initiated.

11. Non-Waiver. No failure by either party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement, or to exercise a right or remedy shall constitute

a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

12. Indemnity. Contractor agrees to indemnify and hold harmless University and its regents, officers, agents, and employees, from and against any liability, losses, or damages it may suffer as a result of claims, demands, causes of action, costs, or judgments against it arising out of Contractor's arising out of any act or omission by Contractor in the provision of the Services.

13. Breach of Contract Claims Against University. University is required by law to provide notice that Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving, goods, services, and certain types of projects. If Chapter 2260 applies to this Agreement, then the statutory dispute resolution process must be used by the Contractor to attempt to resolve all of its disputes arising under this Agreement.

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

15. Incorporation and Entire Agreement. This Agreement incorporates the usual and customary University purchase order and the terms, conditions, and notices contained therein are included herein for all purposes. This Agreement, including any exhibits or addenda identified and incorporated by reference herein, and the corresponding University purchase order constitute the entire agreement between the parties and contain all the agreements between the parties with respect to Contractor and the provision of the Services. The parties expressly acknowledge that, in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals to be effective as of the date first written above.

UNIVERSITY OF NORTH TEXAS

By: _____

Date: _____

CONTRACTOR NAME

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"
SCOPE OF SERVICES

Contractor shall provide the following Services:

Fully describe scope of services, deliverables, and interim/expected deadlines

SAMPLE