

UNT | SYSTEM™

REQUEST FOR PROPOSAL

RFP No.: RFP769-19-042219-DB
Title: Treasury Management System

Proposal Submittal Deadline: **May 28, 2019, 2:00 pm, local time**

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REQUEST FOR PROPOSAL

Table of Contents

SECTION 1: INTRODUCTION	3
SECTION 2: NOTICE TO PROPOSER.....	4
SECTION 3: SUBMITTAL OF PROPOSAL.....	5
SECTION 4: GENERAL TERMS AND CONDITIONS.....	7
SECTION 5: SCOPE OF SERVICES.....	7
APPENDIX ONE	21
Section 1: Affirmations and Confirmations	21
Section 2: Execution of Offer	24
Section 3: Proposer’s General Questionnaire	27
Section 4: Addenda Checklist	28

ATTACHMENT

Attachment A: Sample Service Agreement

SECTION 1: INTRODUCTION

1.1 UNTS System Description

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

1.2 Background

The University of North Texas System (UNTS) is seeking a technological solution to assist and improve its management and accounting of cash across the System (NIGP Commodity Code 209-11). While the System is comprised of the system administration and three institutions of higher education, the Treasury function is centralized and managed by a group a small group. In 2018, the banking function was shifted from two separate banks to one single bank, JP Morgan Chase Bank N.A..

The primary areas of focus for this effort are:

Topic	Current State	Desired State
Cash management / positioning	Download daily pdf reports from bank portal / manually update spreadsheet	Automated daily report available early AM with cash activity mapped to appropriate categories
Cash forecasting	Manual use of spreadsheet; primarily driven off month-end historical balances	Technological tool that can provide analytical help in identifying/using more detailed drivers to produce reliable cash forecasts.
Cash pooling	None – each entity has subaccounts that ZBA into that entity’s master account	One system-wide ZBA master account that each entity “owns” a portion of. Ideally, daily journal entries would be created by the awarded solution and fed into the system of record (currently PeopleSoft)
Cash reconciliation	Manual use of spreadsheet	Interface Bank Files daily with PeopleSoft (EIS). Match bank data to EIS and mark matches as “cleared”. Provide daily exception reports of items that were not cleared automatically. In addition, provide exception reporting for outstanding checks over a specified date range or period of time.
Central banking	None	Management, tracking, and reporting of one or more separate bank accounts that would function as an internal bank. This internal bank does not currently exist.

The current thought process is that implementation would be in stages, in the following order: cash management; cash forecasting; cash reconciliation, cash pooling, central banking. However, this order will be part of a larger discussion with the awarded vendor regarding a proper approach. In addition, there could be interest in additional modules at a later date, including debt management.

As mentioned above, the system’s ERP is currently PeopleSoft. However, options for the future are being reviewed and the awarded vendor should have the ability to integrate with most of the hosted and cloud-based ERP providers.

1.3 Group Purchase Authority

Texas law authorizes institutions of higher education to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer(s)

under this Section. Should another institution exercise this option the resulting contract and obligations shall be between that institution and the vendor with UNTS incurring no obligation as a result thereof.

SECTION 2: NOTICE TO PROPOSER

2.1 Submittal Deadline

UNTS will accept proposals submitted in response to this RFP until 2:00 p.m., local time, on May 28, 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"):

Deborah Brennan, Sr. Buyer

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

The UNTS Contact must receive all questions or concerns no later than 2:00 pm local time on May 13, 2019. It is UNTS' intent to respond to all appropriate questions and concerns; however, UNTS reserves the right to decline to respond to any question or concern.

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

2.3 Criteria for Selection

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

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

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

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

- 2.3.1 Technological ability
- 2.3.2 Firm reputation / reliability
- 2.3.3 Pricing
- 2.3.4 Three References
- 2.3.5 Customer service approach

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

2.4 Schedule of Key Events

Issuance of RFP 4/26/2019
Pre-Submittal Conference 5/6/2019, 2:00 pm Local Time
(Ref. **Section 2.6** of this RFP)
Deadline for Questions/Concerns 5/13/2019, 2:00 pm Local Time
(Ref. **Section 2.2** of this RFP)
Answers to Questions posted 5/20/2019, 2:00 pm Local Time
Submittal Deadline 5/28/2019, 2:00pm, local time
(Ref. **Section 2.1** of this RFP)

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

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.

THIS proposal does not require a HUB HSP. A copy of the HSP forms and related information is attached to this RFP. For questions regarding the HUB Program or submittal of your HSP, vendors may contact either Greg Obar, Associate Director, HUB Program at Greg.Obar@untsystem.edu.

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

2.6 Pre-Submittal Conference

A pre-submittal conference will be held on **5/6/2019, 2:00 pm local time** at **1112 Dallas Drive, Suite 4000, Denton, TX 76205 Conference Room 4202.**

SECTION 3: SUBMITTAL 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 must appear on the Execution of Offer (ref. Appendix One, Section 2) of submitted proposal. The Proposer's proposal bearing an original signature should contain the mark "original" on the front cover of the proposal.

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

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

3.2 Submittal

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

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

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

Proposer should submit all proposal materials enclosed in a sealed envelope, box and/or container. The RFP No. 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.

Note: Electronic submittals 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' acceptance for a minimum of one hundred and eighty (180) days after the Submittal Deadline, to allow time for evaluation, selection, and, any unforeseen delays. Should circumstances arise that require an extension to this period, UNTS reserves the right to provide extensions at its discretion.

3.4 Terms and Conditions

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

- 3.4.1.1 Specification (ref. Section 5 of this RFP),
- 3.4.1.2 Proposal Requirements (ref. Appendix One),
- 3.4.1.3 Notice to Proposers (ref. Section 2 of this RFP).

3.4.2 UNTS intends to enter into an agreement with the Contractor in substantially the form of the attached Sample Agreement.(refer to [Click to enter Attachment name](#)). Award is contingent upon the successful execution of agreement.

3.5 Submittal Checklist

Proposer is to complete, sign, and return the following documents as a part of its proposal. Failure to return each of these items with the proposal may result in rejection of the proposal.

- 3.5.1 Signed and Completed Execution of Offer (ref. Appendix One, Section 2).
- 3.5.2 Not required - Signed and Completed HUB Subcontracting Plan. (ref. Section 2.5 of this RFP).
- 3.5.3 Responses to Proposer's General Questionnaire (ref. Appendix One, Section 3).
- 3.5.4 Signed and Completed Addenda Checklist (ref. Appendix One, Section 4).
- 3.5.5 Responses to evaluation criteria.
- 3.5.6 Pricing
- 3.5.7 References

SECTION 4: GENERAL TERMS AND CONDITIONS

UNTS' standard purchase order terms and conditions can be found at https://www.untsystem.edu/sites/default/files/bsc_po_terms_12.19.2017.pdf. Additionally, attached is a sample Services Agreement (refer to Section 3.4.2 of this RFP).

4.1 **Term**

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

4.2 **Exceptions**

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

SECTION 5: SCOPE OF SERVICES

5.1 **Vendor Minimum Requirements/Qualifications Vendor Background**

5.1.1 **Safety and Soundness**

1. Provide evidence of financial strength and long-term viability (audited financial statements for last 3 years).
2. What is your company's succession planning?
3. Has there been any legal action against your company during the past five years? If yes, explain.
4. Please provide the latest copy of your SOC1 and SOC2 reports. If you do not have a current SOC2 report, please explain why.
5. If you do provide a SOC 1, does it cover all aspects of your bank connectivity?
6. If you do provide a SOC 2, does it cover all aspects of your bank connectivity?

5.1.2. **Relationship Management**

1. How many employees does the company have in key areas providing this specific Treasury Technology product (e.g. development, consulting, support, installation, implementation, marketing, administration, etc.)?
2. Will one primary contact be assigned for the relationship and is there a backup contact?
3. How is the company's account handled when our primary or backup contact is not available?

5.1.3 **Experience**

1. Give a brief history of your company, including the length of time it has been in business.
2. When was your first software solution installed and fully implemented?
3. How many clients are currently using the solution being proposed?
4. How long has the current release of the software solution been available?
5. How often does your company issue new releases?
6. How many versions or releases of your software do you support?

5.1.4 **Competitive Position and Future Commitment**

1. What differentiates your company's solution and customer service from that of other vendors?
2. What is your firm's philosophy for incorporating client suggestions in new releases?
3. Provide details on any mergers or acquisitions that your company is currently committed to and the expected impact on the services requested in this RFP.
19. How many treasury systems do you support?
4. Please list any software solutions that your company has discontinued or outsourced in the past 24 months and provide an explanation for the decision to discontinue these services.
5. Please specify the market for which the system was originally written and a history of the development of the system.

6. List of all software modules relevant for this proposal. For each module, please give a brief functional description.

5.2 Specifications/Deliverables

5.2.1 Bank Polling

1. Do you manage your own connectivity or do you outsource your solution?
2. If you outsource your bank connectivity:
 - a) What service provider do you use? If there is a different connectivity provider based on the connectivity type (i.e. SWIFT, host-to-host, Zengin, etc...), please list all providers and respond to the following questions for each provider.
 - b) How many clients does the connectivity provider have?
 - c) How many employees does the connectivity provider have? How many distinct employees are dedicated to implementation? How many distinct employees are dedicated to customer support?
 - d) Where are their customer-support center(s) located?
 - e) What are their customer-support hours?
 - f) What are their business hours for implementations
 - g) What is the financial viability of the connectivity provider?
 - h) Is there a "kick-back" arrangement between the connectivity provider and either the TMS vendor or TMS consultant?
3. Can the software solution provide automatic (i.e., unattended) connections to multiple banks (both domestic and international)? Is a standard communications protocol utilized? Describe the process.
4. Can the software solution poll multiple bank systems at the same time? Can the process run in an unattended mode?
5. Does the software support connections with JP MorganChase Bank? Are there direct links already established with this bank that support the transmission of balances, transactions (incoming to the company) and payments (outgoing to the bank)?
6. Describe the format(s) (e.g., BAI 2, MT940, ISO 20022 XML, Text Report) in which bank balances and transactions can be retrieved.
7. Describe any system limitations, such as the maximum number of banks, callbacks and transfer speeds.
8. Can the software interfaces occur via the SWIFT network? If so, please explain how.
9. Can the software poll banks for prior-day and current-day balance and detailed transaction data? If yes, how often are banks polled?
10. Are there any items that cannot be reported intra-day? If yes, provide a list of these items.
11. Does the software identify banks that have reported/not reported? How is this done?
12. Does your pricing include the bank connectivity or just your software?
13. Will a report be generated if the reporting bank's system is down or if the reporting bank system is up but the data is not available?
14. If bank information is delayed, does the software automatically retry at a later time?
15. Who is responsible for investigating bank transmission failures: the vendor or the user?
16. In the case of system failure of one or more days, will the software be able to automatically track those days and obtain the missing balance information from reporting banks, assuming the information is available from the banks?
17. Does the software have the ability to store and retrieve historic bank balance data by date and account including both detail and summary? If yes, for how long?
18. How does the software handle bank holidays when polling banks electronically? Can the software apply different holiday schedules to different accounts?
19. Is the software capable of performing different routines on designated days? Can you provide different reports with different schedules for different units?
20. Is there a limit on the number of accounts that can be reported?
21. Does the software provide the ability to verify same-day debits and credits?

22. Who creates the polling script files during implementation? Who creates polling scripts for any new banks added subsequent to implementation? How are changes to existing script files and related data (e.g., account numbers, phone numbers, etc.) handled?
23. How are bank balances manually entered into the system? Assume that automated links are not working and not getting bank balances from those banks which are not part of an automated link process or that we manually enter balances we are not interested in polling banks for.
24. Can parameters be set so that the software recognizes when the final controlled disbursement number has been polled? If numbers are not final, will the software automatically re-dial and keep checking until numbers are final?
25. Can manual adjustments be made to the collected balance information?
26. Explain how the software prevents duplicate entry of data.
27. How does the contracting processes work for connectivity?
28. Do we have to sign a unique contract for each banking relationship?
29. What protocols and formats do you offer for bank-polling connectivity? If all, or part, of your connectivity solution is outsourced, please provide the protocols and formats by outsource vendor.
30. What protocols and formats do you offer for bank-payments connectivity? If all, or part, of your connectivity solution is outsourced, please provide the protocols and formats by outsource vendor.
31. If there is a problem with bank statements, who is responsible for resolving the problem?
32. If there is a problem with bank statement, who do we call for support?
33. Do you proactively monitor the bank connections?
34. Can you monitor the connectivity from the TMS?
35. Does your pricing include the bank connectivity or just your software?

5.2.2 Cash Management and Forecasting

1. Can your software produce a daily cash position worksheet? Can the worksheet be scheduled by time or for multiple iterations per day? Can the worksheet be reported by a net consolidated position, operating unit, individual legal entity or any other categorization required by the client?
2. Describe the ability to search within the cash position worksheet and/or the cash forecast for transactions by amount, value date, description or other criteria.
3. Can cash position be viewed by subsidiary, division, bank and/or user-defined?
4. Does the software automatically provide and update the daily cash ledger worksheet? Indicate which entries are automatic and which are manual.
5. Does the cash forecast continuously update the cash position worksheet? For individual operating units? Consolidated? Describe any limitations.
6. Describe how a manual entry is made to the daily cash position worksheet (e.g., a miscellaneous international wire). Does the software solution have the ability to model repetitive items and/or maintain placeholders in the cash position?
7. Is the cash position worksheet automatically linked to other software modules, or must data from these modules be re-entered into the worksheet? If linked, list all modules that are automatically linked or that can be linked (e.g., investment, debt, foreign exchange).
8. How far back into the past can cash position information be stored and retrieved?
9. How far into the future can cash forecast information be stored? Can the forecast be displayed or reported in daily, monthly, quarterly or user-defined time buckets? Describe.
10. Describe the systems support to manage reconciliation exceptions and the ability to define rule driven thresholds.
11. Does the system support remote-user data entry and submission of cash position information in real-time? Please explain.
12. Does the software support one-to-one, one-to-many and many-to-one matching? Please describe.
13. Can the software be used as a forecasting tool to run "what-if" scenarios? If so, how many different variables can be sensitized? Can the system report on the various scenarios?
14. Can the system use modeling tools and historical data to build forecasts? Please describe, including the ability to build daily/weekly/seasonal variances into models.

15. Explain if the system has the ability to use trending, regression, averaging of historic data or other analytical tools to create cash forecast versions.
16. Can the software produce a cash forecasting template by period (e.g., day, week, month, year)?
17. Explain the ability to set target balances. What system-driven functionality is available to recommend transfers based on targets (auto-funding)?
18. Does the software have the ability to interface with A/R systems and A/P systems to feed cash forecasting capabilities? What are the formats required? Provide examples of A/R and A/P systems covered.
19. Does the software create a payment schedule for expected cash outflows? Can it be sorted by various criteria?
20. Can the software display cash worksheet and cash forecast by account, division, line of business or any number of configurations?
21. Describe the primary features and functionality of the cash forecasting module. Can customizable cash forecasting views be created and stored? Explain.
22. Does the system support multiple iterations of a forecast, including amounts? Can all iterations be stored and included in various reports?
23. Does the system support remote-user data entry and submission of cash forecast information in real-time? Please explain.
24. How is the cash forecast updated with actual data from the daily cash position worksheet? Does the software allow for editing/deleting forecasts and provide for a complete audit trail?
25. List any limitations associated with cash forecast data feed importing, for example, format limitations, character length limitations, etc.
26. Can the system calculate forecast vs. actual variances for line items on a daily, weekly, monthly and quarterly basis? What tools exist for analyzing forecast vs. actual variances?
27. Can a user enter current-day and future-dated transactions? Can such transactions be entered in-house and/or from remote locations (via a web-portal and/or compatible smart phones and tablets)?
28. Will the software allow manual input of expected daily cash movements and produce a report showing estimated closing balances for each bank account?
29. Does the software allow bank accounts to be consolidated for cash pooling?
30. Describe the system's flexibility to automatically match bank statement data to the system data based on various factors (e.g., amount, account, vendor or combination).

5.2.3 Cash Pooling/In-House Banking

1. Describe the system's in-house banking capabilities and functionality.
2. Does the netting system integrate with the cash pool system to post intercompany netting settlements to cash pool balances?
3. Are both notional and physical cash pools supported? Can notional pools be tracked concurrently with physical balances? Can interest from these pools be tracked? Please describe.
4. Describe the system set-up for intercompany loans.
5. Describe the system's ability to define custom interest-rate tables to apply to intercompany loans.
6. Can manual adjustments also be made to cash pool balances to reflect virtual movements?
7. Describe the system's ability for settlement of intercompany loans on a non-cash basis (i.e., no cash flows are generated by the system but accounting entries are automatically created).
8. Does the system upload third party account balances? How often (end of day, prior day and/or intraday)?
9. Does the system capture the trade date as opposed to the value date?
10. Does the system allow for the Company to set a reference rate and spread per entity if it chooses to?
11. Does the system allow for different rates to be set for borrowing and lending?
12. Will the system apply those different rates to negative/positive pool balances? Can the software-expected balances be reconciled against imported bank balances and can the system reconcile items flagged?
13. Does the system generate reports with daily pool movements, balances and accrued interest? Can these reports be automatically e-mailed to the entities?

14. Does the system calculate interest daily based on pool balance?
15. When (how often) is interest posted to individual accounts? Can this be posted at fiscal vs. calendar month-end?
16. Can interest be uploaded to the G/L?

5.2.4 Intercompany Netting

1. Describe the ability of the system to net payables /receivables across multiple netting participants in multiple currencies. Can the system net payments to third parties as well as to internal participants?
2. Does the system generate a statement per business unit showing the details of the individual positions I/C invoices that make up the net position?
3. Does the system push messages/send e-mails to the business units (e.g., automatic sending of above-mentioned statement to the entities)?
4. Can an entity label and extract disputed I/C invoices that should not be settled? Will these disputed items show on an intercompany aging report?
5. Does the system generate the accounting entries to G/L for intercompany payments?
6. Does the system handle user input of intercompany payables/receivables?
7. Can the system settle on either payables or receivables at the user's option?
8. Can the system upload intercompany balances from Excel and/or GL or ERP? What file formats are acceptable?
9. Will the system generate a report showing net intercompany payments required? Can these payments be automatically posted to the cash pooling module to increase/decrease intercompany loan balances?

5.2.5 Electronic Funds Transfer

1. Describe the process for the initiation and release of electronic payments to domestic and international banks.
2. Which of the following domestic funds transfer capabilities does the software provide?
 - a) Automated, repetitive
 - b) Automated, non-repetitive
 - c) Manual, repetitive
 - d) Manual, non-repetitive
 - e) Draw down transfers
 - f) Free-form transfers
 - g) Internal bank (book) transfers
3. Does the software permit terminal initiation of automated clearing house (ACH) transfers? If so, list all possible transfer types for ACH debits and credits.
4. Can the software handle multiple ACH settlement times (same day ACH) functionality? Explain.
5. Can the software initiate funds transfers to international points? If so, describe any restrictions on such transfers.
6. Can the software instruct SWIFT payments or does it have custom interfaces to multiple proprietary bank payment formats?
7. Are all transfers automatically posted to the cash worksheet? If so, do they have identification numbers for tracking and reconciling purposes?
8. Describe all security procedures for funds transfer initiation.
9. How does the software track different levels of authorization in wire approvals? How many levels of authorization are possible?
10. Does the software generate payment requests for investment, debt and foreign exchange transactions? Can these requests be electronically transferred to the appropriate module? Explain how this would occur.
11. Does the software allow foreign currency wire transfers? If so, how does it obtain currency rates?
12. Does the software allow for input of future wire transfer activity?
13. What payment acknowledgements are available in the TMS?
14. Are the details of a repetitive transfer kept in the software or stored on the bank's system?

15. Can the software create confirmation letters for wire transfers? Can the software alert network users that fund transfers need approval? How is this accomplished?
16. How does the software provide reconciliation of wire transfer and ACH transactions sent to the bank system?
17. Does the software store the Fed reference number on each wire transfer sent?
18. Is same-day confirmation regarding outgoing and incoming wire transfers available? Does this confirmation route to the requestor?
19. How are errors handled for pending approvals and communications?
20. What payment authentication controls do you offer?
21. Can your company's software provide a list of daily, weekly, or monthly wire transfers including dates, general ledger numbers, account names and amount of funds sent by wire transfer?
22. Can the wire transfer initiation module accommodate more than one bank's funds transfer system?
23. Provide an example of how a funds transfer is entered and posted to the general ledger, which reports are affected, and how much manual data entry is needed to accomplish the transfer and reporting tasks.
24. Can remote users enter funds transfer requests?
25. Can the software send/receive extended remittance information (ERI) for domestic wires? If so, can the software pass the ERI to A/P or A/R for straight-through processing? Explain.
26. Does the system provide the ability to support cut-off times for late-day payments? If yes, please describe the workflow associated with a payment submitted after the cut-off.
27. Describe system functionality to receive wire acknowledgements from the bank and store Fed reference numbers.
28. Does the system alert the approver that payments are ready for approval and release?
29. Are payment requests for debt, investment, FX transactions and interest-rate swap payments automatically generated from data entry?
30. Does the system have foreign currency wire capability? Which currencies are supported?
31. Does the system have future payment capability (both domestic and foreign)?
32. Does the system provide for remote user capability and for entry and approval of payments?
33. Can repetitive transfer entries be easily duplicated and manually changed? Can they be applied to different accounts?
34. Does system provide reconciliation of payments with bank records?
35. Can daylight overdraft limits be entered into the system by the bank(s)?
36. Can the system set limits by type of payment or beneficiary?
37. Does the system provide error notification for failed FTP file or dial-up error in payment file transmission to the bank(s)?
38. Does system provide audit trail with data capture, approver, time, user ID and release time?
39. Can incoming/outgoing payments be posted to the General Ledger?
40. Can the system provide interface to any bank in any country? If limited, provide list.
41. What is the auto lookup of SWIFT codes?
42. Does the system have the ability to create wire/ACH templates? What data can be changed on templates?
43. What is the functionality of the recurring payment scheduler?
44. Is there advance set-up capability?
45. What payment authentication controls do you offer?

5.2.6 Bank Relations Module and eBAM

1. Is there a limit on the number of banks, accounts or signatories that the software can accommodate?
2. Please explain how the software assists with Foreign Bank and Financial Accounts (FBAR) reporting required by the IRS.
3. Provide a list of reports available in the bank relationship module.
4. Does the software provide access to external account or master identification lists (i.e., ABA or SWIFT codes)? Is this data automatically pulled into the software or must it be rekeyed?
5. Describe the different roles associated with the workflow and how these roles work in the workflow.

6. Describe how the software tracks signature authority on bank accounts. Describe the controls over changes to signature authority.
7. Does the software assist in tracking internal disbursement authority restrictions on individual authorized signers, such as maximum dollar limit or type of transactions? Does the system enable the user to track the delegation of that authority to the individuals? Describe all options for audit reporting.
8. Can approval requests for signature authority changes be routed through an established workflow?
9. Can users view the status (e.g., pending, declined, approved, etc.) of a request (e.g., to open an account, close an account, change signatories, etc.)?
10. Does the treasury workstation software provide documentation generation capabilities? Does the system enable users to generate and control letters and forms required to execute transactions for each bank in each location?
11. Can the software report on changes to authorized signers? Can the software provide a historical record of the authorized signers as of a particular point in time?
12. How does the software track closed accounts?
13. Does the software provide bank fee analysis functionality? If so, please describe. What file formats does it support?
14. Does the service support digital signatures? If so, which digital signatures are supported (e.g., RSA, Identrust, and SWIFT 3Skey)?
15. Provide a list of reports available in the bank relationship module.

5.2.7 Debt Management Module

1. List the types of long-term and short-term debt instruments that your software supports.
2. As new debt instruments become available in the market, how does your company support these additions? Are these updates made available to the subscribers at a cost?
3. Describe your software's capabilities to model variable rate debt exposure and the impact of interest rate swaps.
4. Describe how your software supports the following treasury functions associated with debt:
 - a) Payment calculations/verification
 - b) Payment scheduling
 - c) Commercial Paper Issuance
 - d) Payment forecasting
 - e) Rate resets
 - f) Payment approval process
 - g) Payment instructions and confirmation
5. List all calculation methods and interest rate modes available.
6. Describe the system's ability to support various interest calculation methods. What limitations does the system have in fully applying these calculation methods?
 - a) Straight-line interpolation
 - b) Floating rate transactions
7. How does the software accommodate additions or reductions in principal?
8. Describe the software's ability to accommodate early termination or an extension of a maturity date.
9. If the interest is rolled over for any transaction, how is this supported? Describe the system's ability to support the functionality on an automated basis. Describe the system's ability to override the automatic roll-over.
10. Describe the system's ability to manage payment instructions associated with a debt-related payment. Describe functionality to edit payment instructions on an ad hoc basis.
11. How are paid-off or expired instruments handled? Are they flagged as inactive?
12. What types of interest rates (e.g., fixed, variable) are supported by your software? Describe the system's ability to feed this information electronically. Can the electronic feed be overridden by manual entry?
13. What interfaces are required to feed the interest rates to the system?
14. Describe the system's ability to support holiday tables. Does the software come with these tables populated? How are updates maintained?

15. Describe the software's ability to create a payment calendar. Can it be sorted by different criteria?
16. Does the payment calendar reference the holiday table? How are payments handled when the due date is a holiday in one, but not all, of the countries involved?
17. If a debt transaction requires more than one screen for entry, do the key pieces of information (e.g., transaction number, date, value date, amounts and bank) transfer to each screen automatically? If so, does the user have the ability to change information transferred, or are these fields locked?
18. How are floating rate agreements recorded and reported in the software?
19. Describe the software's ability to compare total debt to exposure guidelines entered by the company? Explain how the system brings two sets of data together (debt position and guidelines) to create reports.
20. Describe the software's ability to issue warnings if a new debt deal is going to breach the guidelines.
21. Describe the software's ability to "link" a deal to a related transaction(s) (e.g., a public bond with related swaps).
22. Describe the features of your system's commercial paper tracking module.
23. Does the software have the ability to accommodate multiple debt portfolios by organizational entity? If so, does it limit access to each portfolio?
24. Does the software provide a consolidated debt position and/or portfolio? Explain any restrictions.
25. Describe the system setup for letters of credit. Describe the system's ability to report overall credit availability.
26. How often is a maturity schedule prepared and/or available?
27. Does the software compute daily interest expense accruals as well as a monthly total? If so, can this data be generated in an output file? Describe any limitations.
28. Describe the software's ability to evaluate our short-term borrowing performance against a standard market benchmark.
29. How does the software track and calculate other borrowing expenses, such as commitment fees, fronting fees and credit spread, by bank entity and credit facility? List features and limitations.
30. Describe the software's ability to integrate debt transactions with cash forecasting to assess debt repayment capacity and debt issuance needs.
31. How are variable rate instruments maintained? What is involved in recording an interest rate reset and the corresponding next reset date?
32. Describe how lines of credit are set up in the system.
33. How are interest rates, payments and drawings associated with a line of credit tracked?
34. How does the system track the "Letter of Credit" tranche of a credit facility? Can the "Letter of Credit" tranche be automatically adjusted for issuance, renewal and expiry of Letters of Credit?
35. What reports are available to track available balance in a credit facility?
36. How are paid-off or expired instruments handled? Are they flagged as inactive?

5.2.8 Investment Management Module

1. Provide a list of all the investment instruments, both short- and long-term, supported by the software.
2. Can new investment instruments be added? If so, describe how this is handled.
3. Does it support investments in different companies/legal entities, which could be used to track internal lending?
4. Describe the software's ability to handle multiple investment portfolios by entity. Does it limit access to each portfolio?
5. Describe the software's ability to aggregate and report on multiple portfolios on a consolidated basis. Explain any restrictions.
6. Describe the software's ability to track individual securities by transaction number, trade date, settlement date and maturity date.
7. Describe the software's ability to provide investment broker/dealer performance reports. Describe the statistics or benchmarks used to evaluate performance and how much discretion the company has over setting performance standards. Provide sample reports.
8. Can the software produce maturity schedules? If so, how often are they available? Provide samples.
9. Describe the system's ability to compute daily investment accruals as well as monthly or user-defined intervals? If so, can this data be generated in an output file? Describe any limitations.

10. Describe the software's ability to restrict the types of instruments that can be recorded in the system? If so, describe how this is handled.
11. How are investment guidelines set up in the system? For example, can a company establish maximum investment levels by instrument type and by broker/dealer/bank? List and describe limitations.
12. Describe the software's ability to compute the current market value of our investment portfolio(s). Is there the ability to manually input prices for valuations?
13. Does the software provide daily market rates? If not, does it offer the capability to link with third party information services (e.g., Bloomberg, Reuters, Internet, Excel spreadsheets) for daily factors received from money market fund providers? Describe the process by which market rates from outside services (e.g., Reuters, Bloomberg) can be imported directly to facilitate valuation.
14. Can investment policy limits in the system be linked to the credit rating of a provider? Describe the system's ability to adjust the limits as the credit rating of a provider is updated in the system.
15. If a transaction will cause a pre-determined limit or generate an investment policy violation, what types of warning messages are available?
16. How does the system facilitate the entry of credit ratings on investments?
17. How are confirmations generated for investment transactions? What details are included in the confirmations?
18. Describe the system's ability to allow a user to change payment instructions.
19. Does the software use a country holiday calendar table and compare the maturity date to this table?
20. What type of warning is given to the user if the maturity date is set on a holiday? Can the warning be overridden by a user?
21. Do investments receive a system-defined transaction number? Describe how this numbering system can be customized to the company's needs.
22. Describe the software's supported interest calculations.
23. Describe the system's ability to allow a user to revise calculations generated by the system.
24. Describe the software's ability to export investment data from the system. What format and procedure are required? What are the restrictions?
25. Can the software automatically generate and post journal entries for all activities related to investment? Explain how the interface is created and who is responsible for creating it.
26. Describe the software's ability to include investment transactions in all cash position, forecasting, accounting processes and reports.
27. Describe the system's ability to create templates, defaults and drop-down lists to minimize manual entry each time a new investment is made.
28. Describe the system's ability to provide access to both current and historical market data. Is this service included with the license or does the company have to subscribe to the data separately?
29. Does the software recognize different amortization and compounding conventions? Identify and explain any restrictions.
30. Describe the different characteristics by which your system can track portfolio positions (e.g., instrument type, broker, issuer, exposure).
31. Does the software calculate accrued interest and automatically post it to the general ledger at month's end? How is the interface created, and who is responsible for creating the interface?
32. How does the software handle variable-rate securities?
33. How does the system handle money market funds? How are daily factors fed into the deals for interest-rate calculations?
34. Does the software provide automatic links to independent investment portals? Please describe the integration and any restrictions or limitations and please list the supported portals.
35. Does the software allow for comparing the interest rate being offered by various providers? If so, what fields record this data?

5.2.9 General Ledger Module

1. Does the software upload journal entries to a general ledger (G/L) system? If changes are needed to an upload file, does it require involvement of the support department?
2. Describe the general ledger interface process and related functionality.

3. Does the software provide a check and balance to ensure general ledger account codes are legitimate? Describe how the general ledger account codes are validated with the general ledger system.
4. How many characters does the software allow for general ledger accounting codes? Provide the standard length of the field. If an expanded field option is available, explain and provide the additional cost, if any.
5. Can the software interface in both summary and detail levels?
6. Describe how disbursements and receipts are coded with general ledger accounts. Does the software allow for multiple disbursement coding and create multiple line general ledger account entries? If so, explain.
7. Describe how the software codes both recurring and non-recurring items.
8. Does the software summarize journal entries by instrument, account and currency?
9. Can the software retrieve historical accounting information? If so, explain.
10. Describe the software provided standard accounting reports. Provide examples.
11. Can new accounting reports be generated easily, or does your support department have to build them?
12. Describe the approval process prior to posting the journal entry to the general ledger system.
13. Does the software allow for the editing of journal entries before final posting?
14. Does the month-end process include posting procedures? If so, explain.
15. Does the software handle exception reporting for general ledger items that were not posted?
16. Is the software capable of multi-period posting?
17. Does your software support the following accounting functions? Explain any limitations or special treatments.
 - a) Interest and expense accruals
18. How frequently can journal entries be uploaded? Daily? Weekly? Monthly?
19. Does the software generate accounting entries consistent with the U.S. GAAP and GASB requirements?
20. Will an exception report be generated for transactions not coded/posted?
21. Does the system enable a group of accounts in the treasury system to be mapped to one account in the G/L system?
22. Can transactions be split to multiple accounts?
23. Can rules be applied to transactions to generate journal entries automatically? % split? \$ split? How does the software handle splits that vary each time a recurring transaction occurs?
24. Can G/L chart of accounts be imported?
25. Can a review/approval be required before journal entries are uploaded?

5.2.10 Risk Management Module

1. Comment on how the software deals with risk management. Can the module facilitate risk management in the following areas?
 - a) Liquidity risk
 - b) Financial risk
 - c) Counterparty Risk
 - d) Other
2. Can transaction simulations and optimizations be done?
3. Can analysis be done daily, as well as over a period specified by the user?
4. Does your software come with existing market data to perform risk management functions? If not, can rate information be electronically imported from an outside source?
5. Are data modeling and graphics available? If so, please describe.
6. What types of "what if" scenarios are supported? Comment on whether the software can handle rate shifts and parallel movements in the yield curve.
7. Does the software support level of cover reporting to manage hedge ratios? If yes, will information be presented both graphically and in a report format?
8. What forms of output are available for such analyses? Can data be exported to Excel and PDF formats?

9. Describe fully the types of sensitivity and scenario analysis that the software can perform. Comment on the number of scenarios that can be handled, and indicate which variables can be changed.

10. Can the exposure sensitivity and scenario analysis be performed on a portfolio or on an individual basis or both?

11. Does the software allow for the revaluation of open interest rate instruments held by Treasury, preferably using an interface to a market information system (e.g., Reuters, Bloomberg)? Does it include mark-to-market of interest rate swaps, currency swaps, forward rate agreements, etc.?

12. Can users define MTM limits by:

- a) Counterparty
- b) ISDA
- c) CSA
- d) Counterparty, ISDA and CSA? (all of the above?)

5.2.11 General Functionality and Reporting Section

1. Describe the search capabilities within the various modules.

2. Please describe the reporting capabilities of your solution. Address reporting possibilities for the various modules.

3. Which report writer is used? Is it a third-party application or proprietary? If third party, do we need to purchase a license? If so, how many?

4. Is there extra training required/offered for the report writer? What is the process for creating custom or ad-hoc reports?

5. How easy is it for a non-IT expert to set-up customized reports?

6. Describe how both standard and custom reports can be scheduled for automatic generation and distribution.

7. Does your company assist with developing custom reports? Describe the process for requesting custom reports. Identify standard turn-around time to develop and implement these reports.

8. What types of dashboards are available? Are the dashboards user-configurable? What information can be provided via the dashboards? Please describe any limitations or restrictions.

9. Is there a daily calendar feature that will remind users of special events or transactions that are scheduled to occur on a given business day? If yes, describe any limitations.

10. Does the software have the capability to send reports via e-mail?

11. How are exceptions reported (e.g., e-mail, dashboard)? Do you have to request or look up the information or is it reported to you via e-mail when it is triggered?

12. Are users able to set which exceptions should trigger a notice and to whom these notices should be sent?

13. Describe Proposer's strategy and software compatibility with mobile devices, including iOS, Android, or other platforms. Describe which mobile operating systems are supported with native apps, and if a mobile/responsive version of the application exists. Describe the major business processes that can be originated and approved via a mobile platform.

5.2.12 Interfaces

1. What current interface capabilities does your software possess (e.g., Bloomberg, Reuters, Misys, FXAll, 360T, SWIFT connectivity, PeopleSoft, other ERP systems, etc.)? Please describe the nature of each of the interfaces you provide (i.e., straight-through or flat file import/export).

2. Describe your system's import and export capabilities. What information can be imported/exported? In what format? Can imports/exports be scheduled?

3. Does your company provide support to set up interfaces to bank data systems?

5.2.13 Technical Capabilities

Systems Requirements and Network Environment- ASP or SaaS Environment

1. Is your software provided as a SaaS or an ASP? Please describe the benefits of your model over other options.

2. Describe what if any software is required to be installed on our machines (i.e., instant messaging [IM], remote control, web conferencing, e-mail, web services add-ins, etc.).

3. Is a multi-tiered web application architecture used? Is there a separation of the presentation, business logic, and data storage layers? Please describe the architecture and provide diagrams.
4. Describe the process and factors for upgrading your SaaS.
5. Are all your clients on the latest release?
6. What resources, if any, will we have to use for upgrades?
7. Where is the software housed? If the servers reside at a third-party data center, is the provider SSAE16 certified?
8. Is the data store directly accessible from the Internet? Please describe how it is accessed. Which web browsers are supported?
9. Is the solution we will be purchasing and using a single system or is it multiple systems that have been joined together?
10. Describe the firewall security employed.
11. How is the end user session secured?
12. Describe the redundancy that is in place for firewalls and hardware.
13. Please describe host and network based intrusion detection software used?
 - a) Describe your procedures for intrusion detection incident response.
 - b) Describe your procedures for incident escalation/investigation.
 - c) Please describe how clients are advised of incidents and their resolution.
14. Is virus control in place? If so, please describe.
15. How often are security audits performed? Please describe. How is your system checked against newly identified industry vulnerabilities?
16. Are there network and application audit logs? Please describe the monitoring and review processes.
17. Describe the physical security and theft prevention policies of the data center(s).
18. Describe the fire protection system and environmental controls in use.
19. Does your company support a secure website via encryption? Please describe.
20. How is data transmitted from the client to the system? Please describe what encryption is used for data in transit.
21. How will our organization's data be segregated from that of other clients? Please describe.
22. Describe the backup/recovery processes that will be used for our data.
23. How will we be informed of any application outage?
24. Are recovery procedures in place? Please describe procedures for localized and system-wide failures.
25. Describe the procedures established for disaster recovery in the event of a systems failure or other disaster at your primary processing site.
26. How often do you test your restore procedures for localized failures?
27. How often do you test disaster recovery procedures? When were these procedures last updated and tested? What were the test results?
28. How long does it take to activate a backup processing site? How long can you stay at the site?
29. Have disaster recovery procedures ever been employed for a real disaster? If so, explain.

5.2.14 Software Profile

1. Does the software support customized screens for individual users?
2. Are graphics capabilities provided as a part of the software?
3. Are additional third-party applications required (e.g., report writer, database) in order to operate the software?
4. What limitations exist regarding the number of records in the database?
5. UNTS would prefer to use the system as delivered as much as possible. Therefore, provide a list or catalog of the following delivered items for your system:
 - a. Delivered business processes;
 - b. Delivered workflows/transactions; and
 - c. Delivered reports.

If these lists are lengthy, they may be included as appendices to the proposal.

6. Describe the features of your user interface that makes the system easy to learn and use for both novice and expert users. Include features such as help screens, navigation aids, online manuals, configurable menus, configurable hot keys, configurable tab order, search tools, using multiple windows, etc. Include a description of how the interface can be configured to System-specific business processes and rules. Include a discussion of coding reduction tools or validation rules that help to ensure quicker, more accurate data entry.

5.2.15 Concurrent Users

1. How many users can access the software concurrently?

5.2.16 Handling of Data

1. Describe who can manipulate database access.
2. Describe the process for requesting access to the database.

5.2.17 Upgrades

1. How often does your company upgrade your software?
2. How are upgrades communicated to clients?

5.2.18 Security

1. Describe the security model for accessing the application and data. How is the data segregated within the application?
2. Detail the syntax requirements for the user ID and password. Are any of these configurable by the user? If so, please describe.
3. Will the user ID and password automatically expire at specified intervals? Is the interval user-defined?
4. How many times can an incorrect password be entered before suspension of the ID? Can the security administrator adjust the maximum number of logon attempts or is it a fixed number? Is there a separate security level available for a system administrator?
5. Are password histories maintained? How many iterations?
6. Does your security support dual system administrator control? At what levels?
7. Is it possible to restrict users to a set list of specific functions within an individual module or program? If so, describe how these features work.
8. Is there a function within the application that automatically logs off a user after a certain period of inactivity? If so, what is the length of time that will pass prior to the activation of the automatic log off? Please describe the process.
9. Does the software differentiate between local and remote users? If so, please describe the functionality that can be provided to remote users and controls over this access.
10. Please describe how the user re-establishes access.
11. Are audit trails available within the software to list functions performed and by whom?
12. Describe any security enhancements for interfacing with banks that are in addition to the software's main security system.
13. How does the workstation deal with bank security measures such as bank-provided user IDs and user passwords?
14. Please specify your Recovery Point Objective (RPO).
15. Please specify your Recovery Time Objective (RTO).

5.2.19 Implementation

1. Provide a brief description of the installation and implementation process.
2. From the time the contract is signed by both parties, what is the average lead time for installation of the software or the activation of the service, as applicable?
3. On average, how long does it take your customers to fully implement the software and conduct parallel testing?
4. On average, how long do your customers conduct parallel tests?
5. What are some of the common obstacles you have observed in other customers' implementations?

6. Describe the additional implementation services, if any, that your company provides (e.g., script writing, report writing).
7. Describe the type of support provided during implementation. Will the provider assign an implementation team to our project? If so, provide a description of the implementation team's functions and qualifications.
8. How many implementations would the team or lead contact be managing concurrently to ours?
9. Describe the initial and ongoing training your company provides and the associated costs.

5.2.20 Customer Service and Quality

1. Describe your company's customer service organization structure.
2. Will our organization have a dedicated customer service representative?
3. Discuss all methods (e.g., phone, e-mail, etc.) the company can use to initiate and track inquiries. Describe the security measures associated with each method.
4. Describe your company's procedures for processing inquiries that require research and/or adjustments.
5. Describe your company's customer support including classification of issues and resolution times.
6. What are the hours of operation of the customer service unit? Specify time zone.
7. Are system problems handled by remote or on-site diagnostics?
8. Describe the customer support for future system updates, enhancements and new versions of the software.
9. Do you host a regular user conference?

5.3 Pricing/Fees

1. Provide a list of the modules, with corresponding prices, you recommend to meet all project objectives. Can modules be purchased a la carte? What modules are required to run the system?
2. Specify the payments required upon signing the contract.
3. List the percentage increase in maintenance fees over the last three years.
4. Are there fees for training or technical support? If so, are they fixed or hourly?
5. How is implementation billed? By fixed price or by the hour? Are there travel or other expenses?
6. How many training days are included in the base price? What is the cost for additional training? Can training be delivered at multiple locations?
7. How are polling bank lines charged?
8. How are consulting services charged?

5.4 References

1. Provide a list of institutions of higher education similar in size and scope to ours that are currently using your treasury solution.
2. If applicable, what industry awards have any of your clients won after installing the proposed solution? Has your company won any industry awards? If so, please describe for the proposed solution.

APPENDIX ONE

Section 1: Affirmations and Confirmations

1.1 Purpose

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

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

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

1.2 Inquiries and Interpretations

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

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

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

1.3 Public Information

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

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

1.4 Type of Agreement

Refer to the attached Sample Service Agreement

1.5 Proposal Evaluation Process

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

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

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

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

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

1.6 Proposer's Acceptance of Evaluation Methodology

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

1.7 Solicitation for Proposal and Proposal Preparation Costs

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

1.8 Proposal Requirements and General Instructions

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

1.9 Execution of Offer

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

1.10 Pricing and Delivery Schedule

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

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

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

1.11 Proposer's General Questionnaire

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

1.12 Addenda Checklist

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

1.13 Submittal

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

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

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

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

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

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

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

1.14 Page Size, Binders, and Dividers

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

1.15 Table of Contents

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

1.16 Pagination

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

Section 2: Execution of Offer

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

- 2.1 By signature hereon, Proposer represents and warrants the following:
- 2.1.1 Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between UNTS and Proposer; (3) UNTS has made no representation or warranty, written or oral, that one or more contracts with UNTS will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
 - 2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
 - 2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
 - 2.1.4 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
 - 2.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
 - 2.1.6 If selected by UNTS, Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
 - 2.1.7 If selected by UNTS, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.
 - 2.1.8 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that UNTS will rely on such statements, information and representations in selecting Contractor. If selected by UNTS, Proposer will notify UNTS immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
 - 2.1.9 Proposer will defend with counsel approved by UNTS, indemnify, and hold harmless UNTS, The University of North Texas System, the State of Texas, and all of their regents, officers, agents and employees, from and against all actions, suits, demands, costs, damages, liabilities and other claims of any nature, kind or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract or agreement resulting from this RFP.
 - 2.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Proposer under any contract or agreement resulting from this RFP may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- 2.2 By signature hereon, Proposer offers and agrees to furnish the services to UNTS and comply with all terms, conditions, requirements and specifications set forth in this RFP.
- 2.3 By signature hereon, Proposer affirms that it has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its submitted proposal. Failure to sign this 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 the University of North Texas System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) no person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. Section 669.003, *Government Code*). All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before UNTS enters into a contract or agreement with Proposer.

- 29 By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 210 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.
- 211 By signature hereon, Proposer affirms its compliance with Texas Administrative Code Title 1, Part 10, Chapter 213, Subchapter C, Rule §213.38, Electronic and Information Resources Accessibility Standards for Institutions of Higher Education.
- 212 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.
- 213 By signature hereon, Respondent will comply with and agree to use e-Verify in accordance with State of Texas Executive Order RP-80.
- 214 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.
- 2.15 If Proposer will sell or lease computer equipment to UNTS under any agreements or other contractual arrangements that may result from the submission of Proposer's proposal then, pursuant to Section 361.965(c), *Health & Safety Code*, Proposer certifies that it is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Chapter 361, Subchapter Y, *Health & Safety Code* and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in Title 30, Chapter 328, Subchapter I, *Texas Administrative Code*. Section 361.952(2), *Health & Safety Code*, states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

216 Proposer should complete the following information:

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

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

RFP No.: _____, Title: _____

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

Submitted and Certified By:

(Proposer Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer's Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

(Email Address)

Section 3: Proposer's General Questionnaire

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

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

3.1 Proposer Profile

Company's Legal Name:

Address of principal place of business:

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

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

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

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

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

Section 4: Addenda Checklist

Proposal of: _____
(Proposer Company Name)

To: The University of North Texas System

RFP Title _____

RFP No.: _____

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

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

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

Respectfully submitted,

Proposer: _____
(Company Name)

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

(Title)

(Date)

Signature (authorized signature)

-END-

ATTACHMENT A

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