



STEPHEN F. AUSTIN STATE UNIVERSITY

NACOGDOCHES, TEXAS

PROCUREMENT AND PROPERTY SERVICES

P. O. Box 13030

NACOGDOCHES, TX 75962

REQUEST FOR PROPOSAL

RFP

MERCHANT SERVICES -19

ADDENDUM NO. 3

Dated: 9/3/19

PROPOSAL MUST BE RECEIVED BEFORE:

5:00 PM, FRIDAY SEPTEMBER 13, 2019

MAIL PROPOSAL TO:

Stephen F. Austin State University
Procurement Services
P. O. Box 13030
Nacogdoches, TX 75962-3030

HAND DELIVER AND/OR EXPRESS MAIL TO:

Stephen F. Austin State University
Procurement Services
2124 Wilson Drive
Nacogdoches, TX 75962

Show RFP Number, Due Date and Time on Return Envelope

NOTE: PROPOSAL must be time stamped at **Stephen F. Austin State University
Procurement Services** before the hour and date specified for receipt of proposal.

REFER INQUIRIES TO:

Jennifer McCall
Stephen F. Austin State University
Procurement Services
936-468-4263
email: Jennifer.McCall@sfasu.edu

**STEPHEN F. AUSTIN STATE UNIVERSITY
Request for Proposal #
MERCHANT SERVICES-19**

**PROPOSAL MUST BE RECEIVED BEFORE:
5:00 PM, FRIDAY, SEPTEMBER 13, 2019**

ADDENDUM NO. 3

THIS ADDENDUM MUST BE ACKNOWLEDGED ON EXHIBIT B IN ORDER FOR THE RESPONSE TO RECEIVE CONSIDERATION. FAILURE TO ACKNOWLEDGE THE ADDENDUM WILL RESULT IN DISQUALIFICATION OF THE RESPONSE.

PLEASE NOTE THE FOLLOWING RESPONSES TO THE QUESTIONS RECEIVED:

1. Will SFA provide a list of the payment gateways the University is currently using?

Answer: Touchnet and Paciolan

2. Which accounting / revenue tracking solution does SFA utilize?

Answer: Touchnet and Ellucian Banner

3. Does SFA wish to incur costs or use a Service Fee program to offset costs?

Answer: Please refer to Question 33 in Addendum 1.

4. Will SFA identify each of the 54 locations (departments and processing methods)?

Answer: See the Locations Tab in the EXCEL Template that was revised with Addendum 1 (EXCEL Template).

5. What processing solutions does SFA currently use for retail, mail/telephone order, and internet?

Answer: For retail please see the terminals noted on the Locations Tab in the EXCEL Template.

For mail/telephone order SFA utilizes terminals and Touchnet Marketplace to facilitate payments.

For internet payment capabilities, SFA utilizes more than one website. Many marketplace stores can be found listed at the website

https://payment.sfasu.edu/C20200_ustores/web/classic/index.jsp; however, others only have a direct link from their departmental webpage.

6. Does SFA have any plans to replace any of the processing solutions as part of this RFP process?

Answer: All equipment must be compatible with the merchant services solution selected; and as a result, may have to be replaced. All new equipment should be P2PE 4.0 or 5.0 as noted in Section 2.2.3 of the RFP. SFA's Electronic Payment Services solution may be subject to a separate RFP process within the next year; and consequently, merchant services solutions must be compatible with multiple electronic payment solutions in addition to Touchnet.

7. Are there any specific features or user characteristics that SFA enjoys from the current processing solutions?

Answer: SFA desires exemplary customer service and a collaborative relationship with our merchant services provider.

8. Are there any specific features or user characteristics that SFA users do not like or features that do not work?

Answer: SFA desires exemplary customer service and a collaborative relationship with or merchant services provider.

9. In regards to reporting solutions, what are the current statements and reports? Will SFA provide samples?

Answer: See Question 2 in Addendum 1.

10. Are pinpads owned, rented, or leased?

Answer: There is a combination of leased and owned equipment.



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PROCUREMENT AND PROPERTY SERVICES

P. O. Box 13030

NACOGDOCHES, TX 75962

REQUEST FOR PROPOSAL

RFP

MERCHANT SERVICES -19

ADDENDUM NO. 2

Dated: 8/22/19

PROPOSAL MUST BE RECEIVED BEFORE:

5:00 PM, FRIDAY SEPTEMBER 13, 2019

MAIL PROPOSAL TO:

Stephen F. Austin State University
Procurement Services
P. O. Box 13030
Nacogdoches, TX 75962-3030

HAND DELIVER AND/OR EXPRESS MAIL TO:

Stephen F. Austin State University
Procurement Services
2124 Wilson Drive
Nacogdoches, TX 75962

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**STEPHEN F. AUSTIN STATE UNIVERSITY
Request for Proposal #
MERCHANT SERVICES-19**

PROPOSAL MUST BE RECEIVED BEFORE:

5:00 PM, FRIDAY, SEPTEMBER 13, 2019

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1.5 SCHEDULE OF EVENTS* Changes are in red

*DATE	EVENT
August 2, 2019	Issuance of Request for Proposal
August 8, 2019 by 12:00 PM	Deadlines for Questions – Round #1
August 13, 2019	Questions and Answers Round #1 - Addenda Posted
August 27, 2019 by 5:00 PM	Deadlines for Questions – Final
September 3, 2019*	Questions and Answers Final - Addenda Posted
September 13, 2019 by 5:00 PM	Requests for Proposals Due
September 16, 2019 until awarded	Evaluation of Proposals and/or Negotiations
September, 2019*	Notification of Award

*Dates are tentative and subject to change.

3.2 SUBMITTAL DEADLINE AND LOCATION

All proposals must be received by SFA in the office of Procurement and Property Services no later than 5:00 PM **September 13, 2019**.

Proposals are to be submitted to:

MAIL PROPOSAL TO:

Stephen F. Austin State University
Procurement and Property Services
P.O. Box 13030, SFA Station

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

Stephen F. Austin State University
Procurement and Property Services
2124 Wilson Drive

Nacogdoches, TX 75962-3030

Nacogdoches, TX 75962

All U.S. Mail addressed to any component of SFA is delivered to a central mailroom and redistributed by SFA personnel to the addressee's on-campus post office box. Consequently, there is a possibility of delay between receipt of mail at the central mailroom and receipt in the Procurement and Property Services Department. Proposals must be in the office of the Procurement and Property Services Department by the time set for RFP closing in order to be considered, and receipt by SFA at the central mailroom will not be deemed sufficient. The University shall not be responsible for responses received after the due date and time. Late responses will not be considered under any circumstances. Properly identified late responses will be returned to the Respondent unopened.

Proposals will be publicly opened **September 16, 2019** at 8:00 AM in the office of the Director of Procurement, 2124 Wilson Drive. Only the names of the Respondents will be read aloud.

Proposals received after the time for closing will be returned to Respondent unopened regardless of the circumstance. It is the responsibility of the Respondent to get the proposals delivered in a timely manner, regardless of delivery method or circumstances.

Faxed or electronically mailed proposals will **not** be accepted.

Proposals may be withdrawn at any time prior to the time and date set for proposal closing.

Stephen F. Austin State University reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities provided such waiver does not substantially change the offer or provide a competitive advantage to any Respondent in the judgment of Stephen F. Austin State University.



STEPHEN F. AUSTIN STATE UNIVERSITY

NACOGDOCHES, TEXAS

PROCUREMENT AND PROPERTY SERVICES

P. O. Box 13030

NACOGDOCHES, TX 75962

REQUEST FOR PROPOSAL

RFP

MERCHANT SERVICES -19

ADDENDUM NO. 1

Dated: 8/13/19

PROPOSAL MUST BE RECEIVED BEFORE:

5:00 PM, WEDNESDAY AUGUST 28, 2019

MAIL PROPOSAL TO:

Stephen F. Austin State University
Procurement Services
P. O. Box 13030
Nacogdoches, TX 75962-3030

HAND DELIVER AND/OR EXPRESS MAIL TO:

Stephen F. Austin State University
Procurement Services
2124 Wilson Drive
Nacogdoches, TX 75962

Show RFP Number, Due Date and Time on Return Envelope

NOTE: PROPOSAL must be time stamped at **Stephen F. Austin State University
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Jennifer McCall
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**STEPHEN F. AUSTIN STATE UNIVERSITY
Request for Proposal #
MERCHANT SERVICES-19**

**PROPOSAL MUST BE RECEIVED BEFORE:
5:00 PM, WEDNESDAY AUGUST 28, 2019**

ADDENDUM NO. 1

**THIS ADDENDUM MUST BE ACKNOWLEDGED ON EXHIBIT B IN ORDER FOR
THE RESPONSE TO RECEIVE CONSIDERATION. FAILURE TO ACKNOWLEDGE
THE ADDENDUM WILL RESULT IN DISQUALIFICATION OF THE RESPONSE**

UPDATES IN RED

Additional Clause:

1.17 GROUP PURCHASING AUTHORITY

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

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

2.1 SCOPE OF WORK

2.2.3 Hardware & Software Requirements

- Provide address verification system (AVS) compliance

2.4 OTHER CONSIDERATIONS

- ~~DELETE THIS BULLET The preferred clearing house for web transactions is FDC. The University will consider other processors; however, the cost of converting software for use with a different clearing house will be a factor in evaluation.~~

3.3 SUBMITTAL INSTRUCTIONS

All proposals must be submitted in the format prescribed in Section 3.6.

Each Respondent must submit at least one (1) original printed proposal with original signatures on the Execution of Offer.

The printed copy shall (1) be unbound; (2) contain divider sheets or tabs; (3) be printed on 8-1/2 in. x 11 in. white paper to enable copying, if needed; and (4) be a complete copy of all information submitted with Respondent's Proposal. Colors must reproduce in a legible manner on a black-and-white copier.

Respondent shall also submit one (1) complete electronic copy of the printed copy of the Proposal on electronic media (e.g., USB Drive [SFA's preference], CD-ROM, or DVD-ROM) in a Microsoft Office (Word, Excel, Project and PowerPoint files) version 2003 or later format, or searchable Adobe .PDF files. Respondents shall divide the electronic copy into **TWO (2)** separate electronic files. One file shall contain **Exhibits A-C, signature page of Exhibit D, Exhibits E-F**, and the Other Preferred Submittals **Exhibits G-H**. The second file should be **Exhibit D** and submitted in the EXCEL template format provided.

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

Each Respondent, by submitting a proposal, represents that the Respondent has read and completely understands the request for proposal documents and agrees to abide by the terms of this RFP and any resulting agreement. Failure of the selected contractor to fulfill the provisions of this request for proposal shall in no way relieve the obligation of the Contractor to furnish all services necessary to carry out the provisions of the agreement.

A legally authorized representative of the Respondent shall sign proposals. Unsigned proposals (**Exhibit A**) will be rejected as a material failure.

EXHIBIT D – FINANCIAL PROPOSAL TEMPLATE EXCEL FILE

Additional tabs were added for information purposes to provide merchant identification numbers and a second year of transaction detail.

EXHIBIT E - COMPANY AND PROCESSING QUESTIONNAIRE DETAILED RESPONSE REQUIRED TO ALL QUESTIONS

RESTATED THE FOLLOWING QUESTION:

- B.6. Does the firm have customized programs for higher education? If so, please describe the customized programs.

PLEASE NOTE THE FOLLOWING RESPONSES TO THE QUESTIONS RECEIVED:

1. Is SFA interested in ACH processing, as well as credit/debit card processing?

Answer: Yes.

2. Can SFA provide merchant statements for the last two years, current statements that show qualification categories, or monthly statements that show a high/low volume?

Answer: Actual statements will not be provided; however, an additional year of detail will be included in the revised Exhibit D-EXCEL Template.

3. Please verify if the Respondent is required to submit a HUB Subcontracting Plan.

Answer: A HUB Subcontracting Plan is not required to be submitted.

4. Is the Contractor required to submit the University with Voluntary Product Accessibility Templates (VPAT)?

Answer: Yes.

5. In Section 2.2.3 Hardware & Software Requirements, what is meant by “shipping date compliance”?

Answer: Please see revised section 2.2.3 above.

6. In Section 2.4 what is meant by “the preferred clearing house for web transactions is FDC”?

Answer: Please see revised Section 2.4.

7. Does SFA wish Respondents to submit one complete electronic copy containing all sections of the RFP *and* two separate electronic files containing the sections outlined in the RFP? Or does SFA require submitting only the two separate electronic files containing the identified sections *without* sending a complete file containing all sections? Also, where does the respondent include the signature form for Exhibit D?

Answer: SFA requests that you submit your complete proposal on a USB DRIVE (SFA's preference), CD-ROM, or DVD-ROM. On the one USB DRIVE, CD-ROM, or DVD-ROM submitted please divide the submittal into two separate electronic files. One file shall include Exhibits A-C, the signature page of Exhibit

D, Exhibits E-F, and the Other Preferred Submittals Exhibits G-H. The second file should be the Exhibit D EXCEL Template and be submitted in EXCEL format. Please see revised section 3.3.

8. Section 2 Statement of Work was not referenced in Section 3.6.2. Is Respondent to respond specifically to the requirements of Section 2; and if so, where should those responses be placed.

Answer: Respondents must be able to deliver the Scope of Work described in Section 2. Section 3.6.2 lists the submittals that are required for evaluation. If the Respondent would like to provide additional information, EXHIBIT F may be used to expand any services that were not addressed in the RFP, and the various fee tabs in Exhibit D EXCEL Template; may be used to explain any fee or cost categories not specifically requested.

9. With regard to Exhibit E, Section B. Firm Competitive Position and Future Commitment to Providing Services, item #6 on page 23, please clarify what is meant by “collection processes”.

Answer: Exhibit E-Question B.6 has been revised and is included in this Addenda.

10. By “PINless Debit” payments, is SFA referring to a debit card purchase made over an EFT network (Star, Pulse, NYCE, etc.) without a cardholder entering a 4 digit PIN.

Answer: Yes.

11. Please provide a list that defines by merchant number the gateway, point of sale systems and/or terminal being used to process transactions. Please state whether terminals are stand-alone or are integrated in a software system (such as TouchNet) and the current Connectivity.

Answer: Please see revised Exhibit D EXCEL Template spreadsheet for list of merchant numbers. FD terminals are standalone and Ingencio terminals are integrated with a POS utilizing an application called Cashiering (v6.5) from TouchNet.

12. Will SFA list the version of TouchNet and PayPal PayFlow? Will SFA also list the software name and version of Micros?

Answer: TouchNet version is CMM v6.0, Micros version is Micros Symphony 1.71, and PayPal PayFlow is not currently used and was added as an example of possible future enhancements.

13. Will SFA define the Bluefin products and services that are being utilized?

Answer: SFA is not currently using Bluefin products and added as an example of possible future enhancements.

14. Please define the CBORD products and services that are being utilized.

Answer: SFA currently has two modules, food service and access, and the versions are 6.00.29 and 7.00.16, respectively. An upgrade is scheduled in fall 2019 to merge the two databases.

15. Is it standard practice to debit the fees from a designated bank account monthly and is this an acceptable practice?

Answer: This is acceptable; but not preferred.

16. Please confirm that by International, SFA is looking to accept cards that may have been issued in a country other than the United States. Or is SFA looking to authorize in a foreign currency and settle in US Dollars (USD)? Does SFA have students looking to authorize transactions in a currency other than USD?

Answer: Yes. SFA requires transactions settle in USD for full payment.

17. Please expand on the meaning of bullet 5 in Section 2.4.

Answer: This is a general statement to establish precedence to account for University policies and procedures.

18. Who is the current Merchant Acquirer for SFA and when does the contract expire and which depository bank are the funds settled into?

Answer: The current Merchant Acquirer is BancorpSouth/First Data, the current contract expires October 31, 2019 with month-to-month extensions available, and the current depository bank is BancorpSouth.

19. How many merchant accounts does SFA have in place?

Answer: As described in the Section 2.1, SFA currently has 54 merchant accounts.

20. Will SFA please verify the payment types that are currently accepted?

Answer: SFA currently accepts Visa, MasterCard, American Express, Discover, PIN debit, and signature debit.

21. Are PIN debit transactions currently accepted; and if so, will SFA provide the annual volume and number of transactions accepted?

Answer: Yes, PIN debit transactions are currently accepted and the volume is included in the usage detail in EXHIBIT D-EXCEL Template in the purple tabs.

22. What method of authorization is used today (real-time, batch, recurring, installment, other)?

Answer: Real-time authorization is the method used. Cards are either processed or declined at the time of sale. There may be some batch processes and limited use of recurring transactions.

23. Which acceptance methods are currently used by each location (face-to-face, phone, Web, IVR and /or recurring)?

Answer: The acceptance methods are face-to-face, Web, and limited phone.

24. What stand-alone credit card terminals are used today, the number of each, manufacturer, make and model and if owned, rented or leased?

Answer: Please see the Inventory tab in the Exhibit D EXCEL Template.

25. What pin pads are used today, the number of each, manufacturer, make and model and if owned, rented or leased?

Answer: Please see the Inventory tab in the Exhibit D EXCEL Template.

26. If any location is using a POS system, will SFA please provide the company name, product name, and version, including service packs of each system?

Answer: Clover Network, Clover Station 2.0.

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

Answer: POS's utilize an application called Cashiering (v6.5) from TouchNet, currently they are on Windows 7 SP1 and Windows 10 1709; however, all systems will be migrated to Windows 10 1809 over the next few months.

28. If any of the POS systems use a third-party payment gateway, will SFA provide the company name, product name and the POS System it is used with?

Answer: All of the POS/application is processed through TouchNet.

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

Answer: Yes, all are TouchNet merchants.

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

Answer: SFA does not currently use the IVR; however, this could be requested in the future.

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

Answer: TouchNet

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

Answer: Installment plan payments can be automatically executed through TouchNet.

33. What locations accept or anticipate accepting convenience fees and who manages or would manage the fees?

Answer: Currently, a convenience fee is charged for online payment of tuition/fees through TouchNet (who retains the fee). Credit cards that are processed on campus or in TouchNet Marketplace are not currently charged a convenience fee but the University may choose to reevaluate this in the future.

34. If planning on accepting convenience fees, do the locations anticipate a two transaction model and if so who received funding for the second transaction?

Answer: See answer to Number 33.

35. Who currently funds for Discover and American Express transactions?

Answer: Discover is currently accepted, settled with all other card transactions except AMEX. AMEX is currently accepted and settled separately. First Data currently funds for Discover and American Express.

36. Is SFA PCI compliant today and what is the PCI level?

Answer: Yes, SFA is PCI compliant, Merchant Level 3.

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

Answer: Yes. P2PE Clover Products are utilized.

38. What is the time frame of the current funding for payment of settlement items and what is the settlement cutoff time?

Answer: The time frame is currently 24 hours and the cutoff time is 7pm.

39. Is SFA funded (via wire or ACH)?

Answer: SFA is funded via ACH.

40. If we are unable to process CBORD transactions, would Respondent be disqualified?

Answer: No, the Respondent would not be disqualified as long as Respondent does not require a contract exclusivity clause so that we could obtain those services from another provider.

41. In section 2.4, is SFA considering requesting potential call outs for troubleshooting issues after-hours; and, if so could there be an agreed upon fee paid to the Respondent for service afterhours?

Answer: SFA is open to mutually agreed upon services such as after-hour support and there could be an agreed upon fee.

42. Are references required submittals?

Answer: Yes.

43. Is the Contractor required to provide leased or purchased equipment?

Answer: The Contractor must offer equipment options that are compatible with their merchant services solution. The cost to buy or lease the equipment will be considered in evaluating the proposals.

44. Would SFA expand on 2.4 Other Considerations to explain files needing to be "pushed"?

Answer: This verbiage was included only to emphasize that we require secure transmission of data under all circumstances.



STEPHEN F. AUSTIN STATE UNIVERSITY

NACOGDOCHES, TEXAS

PROCUREMENT AND PROPERTY SERVICES

P. O. Box 13030
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REQUEST FOR PROPOSAL

RFP NUMBER

Merchant Services-19

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5:00 PM, THURSDAY AUGUST 28, 2019

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**STEPHEN F. AUSTIN STATE UNIVERSITY
Request for Proposal #
MERCHANT SERVICES-19
TABLE OF CONTENTS**

Section 1 – INTRODUCTION

- 1.1 Scope of Proposal
- 1.2 Agreement Term
- 1.3 SFA Information
- 1.4 Respondent Qualifications
- 1.5 Schedule of Events
- 1.6 Open Records
- 1.7 Title IX
- 1.8 Parking on Campus
- 1.9 U.S. Department of Homeland Security's E-Verify System
- 1.10 Israel Non-boycott Verification
- 1.11 Contracts with Foreign Terrorist Organizations Prohibited
- 1.12 Confidentiality
- 1.13 HUB Subcontracting Plan
- 1.14 Access by Individuals with Disabilities
- 1.15 Cancellation / Termination
- 1.16 Payment Card Industry Standards

Section 2 – STATEMENT OF WORK

- 2.1 Scope of Work
- 2.2 Specifications
- 2.3 Requirement of Service
- 2.4 Other Considerations

Section 3 – INSTRUCTIONS TO RESPONDENTS

- 3.1 Contact Information
- 3.2 Submittal Deadline and Location
- 3.3 Submittal Instructions
- 3.4 Acceptance and Formation of Agreement
- 3.5 Evaluation Criteria
- 3.6 Proposal Format

EXHIBITS

- Exhibit A Execution of Offer
- Exhibit B Acknowledgment of Addenda
- Exhibit C Non Collusion Affidavit
- Exhibit D Financial Proposal Template (Excel)
- Exhibit E Company and Processing Questionnaire

SECTION 1 INTRODUCTION

1.1 SCOPE OF PROPOSAL

Stephen F. Austin State University, hereafter referred to as “SFA” or “the University”, is seeking proposals from qualified vendors to provide Credit Card Merchant Services in accordance with Section 2, Statement of Work herein. The University expects to enter into a contract with the selected firm to provide the services. The current provider for merchant services is First Data Merchant Services Corporation. The proposer must be able to demonstrate evidence of having successfully implemented and maintained the desired services in other comparable settings. The primary goal is to acquire an out-of-the box solution that will allow the University to offer campus constituents secure electronic payment processing and the convenience of self-service, online access to campus payment systems. At the same time, the solution should reduce costs and boost operational efficiencies through business system automation. Further, it should meet today’s guidelines and requirements for the safeguarding of sensitive campus information. SFA anticipates the provider will play a key role in working with the University to maintain compliance with Payment Card Industry (PCI) standards.

The Services are more specifically described in Section 2 (“Statement of Work”) of this Request for Proposal (RFP).

1.2 AGREEMENT TERM

The based contract term shall be for five (5) years, beginning on the effective date of the Agreement with services provided through November 30, 2024.

The University intends for services to be provided seamlessly during any transitional time that may be required after award, if any, of this RFP. The selected firm must allow time to put in place any staffing, equipment or supplies required to begin providing services as of December 1, 2019. The agreement may be extended for one additional five (5) year period providing all parties mutually agree on the extension. Any extensions shall be at the same terms and conditions plus any approved changes to be determined by SFA and negotiated in writing with the successful Respondent.

1.3 SFA INFORMATION

Stephen F. Austin State University is a comprehensive, regional institution located in Nacogdoches, Texas. The University enrolls more than 13,000 students, offering approximately 80 undergraduate majors and more than 120 areas of study within six academic colleges – business, education, fine arts, forestry and agriculture, liberal and applied arts, and sciences and mathematics.

Accredited by the Southern Association of Colleges and Schools, SFA provides the academic breadth of a state university with the personalized attention of a private school.

1.4 RESPONDENT QUALIFICATIONS

It is a requirement that the respondent be able to process using Touchnet (payment gateway software) that accepts pinless debit.

1.5 SCHEDULE OF EVENTS*

*DATE	EVENT
August 2, 2019	Issuance of Request for Proposal
August 8, 2019 by 12:00 PM	Deadline for Questions
August 13, 2019	Question and Answer Addenda Document Posted, if any
August 28, 2019 by 5:00 PM	Requests for Proposals Due
August 29, 2019 until awarded	Evaluation of Proposals and/or Negotiations
September, 2019	Notification of Award

*Dates are tentative and subject to change.

1.6 OPEN RECORDS

SFA anticipates that the review of the proposals will be completed and awarded in September 2019. Due to the nature of the proposals, the parties understand the information exchanged in the negotiation process is confidential to the fullest extent permitted by law, and neither party will disclose such information to anyone other than representatives of the negotiating parties except as required by Texas law. Final awards and agreements, after all negotiations are completed, may be subject to open records. Additionally, state law requires each contract for the purchase of goods or services to be posted on the University's website. By entering into a contract with the University, the firm acknowledges and accepts the University will comply with all applicable laws regarding the public posting of contracts.

1.7 TITLE IX

Stephen F. Austin State University strictly adheres to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directives; and the University's sexual harassment policy and procedures ("Regulations"). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on Stephen F. Austin State University-controlled property, including institutions and entities with whom Stephen F. Austin State

University places its students. Further, such Regulations prohibit unequal treatment on the basis of sex as well as sexual harassment and sexual misconduct. As a condition of employment, enrollment, doing business, or being permitted on the campus, the above-mentioned individuals, organizations, and entities must agree to: 1) Report immediately to the Title IX coordinator any and all claims of sex discrimination or sexual misconduct; 2) Cooperate with Stephen F. Austin State University's Title IX investigation; and, 3) Cooperate fully with all sanctions that Stephen F. Austin State University may impose against such individual, organization, or entity, who is found to have violated the Regulations. If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, Stephen F. Austin State University reserves the right to take appropriate action, including but not necessarily limited to, immediate removal from campus; discipline of employees and students (including termination of employment and/or expulsion from school); and termination of business or contractual relationships.

1.8 PARKING ON CAMPUS

All vehicles parked on the University campus must properly display a valid parking permit and comply with all University parking rules. The Parking and Traffic Office supervises and coordinates all parking transportation and traffic related functions on the campus. Permits expire each August 31.

Contractor shall be responsible for obtaining parking permits from the Parking and Traffic Office and for resolving, should they arise, any parking regulation disputes and violations. The Parking and Traffic Office telephone number is 936-468-7275

1.9 U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM

By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

1. All persons employed to perform duties within Texas, during the term of the Contract; and
2. All persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract, within the United States of America.

The Contractor shall provide, upon request of SFA, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the Contract may be immediately terminated, at the discretion of SFA and at no fault to SFA, with no prior notification. The

Contractor shall also be responsible for the costs of any re-solicitation that SFA must undertake to replace the terminated Contract.

1.10 ISRAEL NON-BOYCOTT VERIFICATION

Pursuant to Section 2270.002, Texas Government Code, by submitting a response, the selected Contractor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement, as Section 808.001(1), Texas Government Code defines that term.

1.11 CONTRACTS WITH FOREIGN TERRORIST ORGANIZATIONS PROHIBITED

Pursuant to Section 2252.152, Texas Government Code, and to the extent applicable, Contracting Party hereby represents, verifies, and warrants that it does not do business with Iran, Sudan, or any foreign terrorist organization identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153, Texas Government Code.

1.12 CONFIDENTIALITY

Pursuant to the Gramm-Leach-Bliley Act (GLBA), every Service Provider (Contractor), defined as any person or entity that receives, maintains, processes or otherwise is permitted access to nonpublic personal information as defined in 16 C.F.R. § 313.3(n), whether in paper, electronic, or other form, about a University employee or student through its provision of services directly to the University is subject to the following requirements:

a . The Service Provider (Contractor) must ensure the security and confidentiality of nonpublic personal information as defined in 16 C.F.R. § 313.3(n), protect against any anticipated threats or hazards to the security and integrity of such information and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any University employee or student.

b. To the extent contractor is provided Stephen F. Austin State University employee or student information owned, possessed or used by Stephen F. Austin State University and that is communicated to, learned, or otherwise acquired by Contractor in the performance of Contractor's duties and obligations under this Agreement, Contractor, its management, employees and agents agree to keep such information confidential, beginning on the date Contractor is first given access to said data and continuing through the term of this Agreement and any time thereafter. Contractor, its employees and agents shall not disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Contractor's, its management's, employees' or agents' own benefit or the benefit of another, any such confidential information, unless required by law. Contractor shall take appropriate safeguards to protect the data and limit access to such to only those representatives of Contractor that must have access for the purposes of this Agreement.

1.13 HUB SUBCONTRACTING PLAN

In accordance with Gov't Code 2161.252, Stephen F. Austin State University has determined that subcontracting opportunities are not probable under this contract.

Stephen F. Austin State University is an equal opportunity employer and all Historically Underutilized Businesses (HUBs) are encouraged to participate. In addition, SFA actively promotes a Historically Underutilized Business program in compliance with the State of Texas. Respondents are encouraged to actively seek to subcontract or partner with HUBs in an effort to create an environment that supports, where possible, the HUB program and actively acknowledges and values diversity. More information about HUBs or the University's HUB program can be found at <http://www.sfasu.edu/purchasing/703.asp>.

1.14 ACCESS BY INDIVIDUALS WITH DISABILITIES

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

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

1.15 CANCELLATION / TERMINATION

In the event that either party shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the aggrieved party may notify the other party in writing via Certified Mail of such failure and demand that the same be remedied within ten (10) days. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate this Agreement by giving the defaulting party thirty (30) days written notice.

Notwithstanding the foregoing either party shall have the right to terminate this Agreement by giving the other party thirty (30) days written notice.

Notwithstanding anything to the contrary, SFA reserves the right to cancel immediately due to non-performance or as specified. Upon said termination, Agency shall be paid for all services satisfactorily rendered to the date of said termination in accordance with this Agreement. The University shall be the sole judge of the acceptability of services provided hereunder.

1.16 PAYMENT CARD INDUSTRY STANDARDS

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

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

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

SECTION 2

STATEMENT OF WORK

2.1 SCOPE OF WORK

Stephen F. Austin State University, hereafter referred to as “SFA” or “the University”, is seeking proposals from qualified and experienced firms for Credit Card Services, including “card swipe”, card not present, key-entered, and pinless debit. SFA currently has 54 merchant accounts allocated amongst departments.

The University is seeking to obtain the best possible rates for processing credit card transactions. We believe that the risk associated with processing credit card transactions for the University is minimal due to the fact that students who pay by credit card can be located on campus. The Respondent should consider this when preparing a response to the RFP. Respondents must offer the best possible rates for processing credit card transactions. Respondents shall demonstrate to SFA’s satisfaction that it is of sound financial condition and is adequately bonded and insured if requested.

The Respondent shall submit a complete response to all requirements and specifications set forth in this RFP. Respondents may expand or offer any additional suggestions and/or services that their firm feels may benefit the University in addition to the requirements listed in the RFP.

The successful Respondent, if any, is referred to as the “Contractor”. Services described in this RFP will be provided to, and on behalf of, SFA which includes the following services :

2.2 SPECIFICATIONS

Please provide a cost basis using the Interchange Rate Plus pricing and identify any other costs or fees that would be charged on an annual or monthly basis for processing MasterCard, Visa, Discover, American Express Card Credit and Debit Card Transactions. Any fees not clearly specified in this response to this proposal will not be allowed after a contract is awarded. Contractor will provide all equipment, hardware, software, services and training required to implement Services by December 1, 2019 without any interruption in service.

The Contractor shall be required to consult with the Controller’s Office at no additional cost regarding changes to University policies and procedures or vendors’ services, or future trends that could improve credit card service and performance and/or provide lower costs.

Minimum services should include the following:

- Process credit card payments (MasterCard, Visa, American Express and Discover).
- Process debit card transactions, including pinless debit
- Provide automated or on-line reporting services
- Provide a detailed monthly analysis statement for each individual merchant location and a consolidated statement showing charges for all account services.
- Reprogramming services
- Equipment Costs

2.2.1. Merchant Services

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

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

Payment Types

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

Online Payments

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

Point of Sale System Payments

- Provide ability to run activity reports

- Provide Mobile Payment Options (i.e. Cellular/wireless terminals, P2PE hardware for Android and/or iOS devices)

2.2.2 Customer Service Requirements

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

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

2.2.3 Hardware & Software Requirements

All equipment is currently owned or leased by SFA. If new equipment is required in conjunction with the Respondents services, these additional costs will be considered in the evaluation. The University requests any new equipment to be a P2PE 4.0 or 5.0.

If current equipment cannot be used, Contractor will provide:

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

Contractor’s System will:

- Accept / support all major payment types, debit cards, gift cards, corporate cards, and new emerging options (i.e. Apple Pay, P2PE);
- Be compatible with Micros, TouchNet, CBORD, Bluefin, and PayPal Payflow;
- Accept EMV technology across all platforms;
- Maintain Level 1 PCI compliance; and
- Provide the ability to:
 - Correct duplicate transactions
 - Correct duplicate transactions
 - Reverse or recall incorrect authorizations
 - Process after authorization returns

- Authorize and settle transactions
- Provide address verification and shipping date (“AVS”) compliance
- Provide network and fraud monitoring
- Provide the University with complete and timely online reporting. Reporting function will be comprehensive and allow for customization, including the ability to download, define and sort information at various levels including merchant and relationship levels. The reports must have the ability to include: Discount Fees; Monthly Sales Volume by Card Type (Gross and Net of Fees); Monthly Sales Volume by Card Type and Volume for Signature, Quick Pay, Debit, etc.; Monthly Average Ticket by Card Type; Effective Rate for the Overall Program; Monthly Chargeback and Reversal Volume; Overall Sales Volume for Period by Card Type; and Qualification Summary by Category/Sales for each card type.

2.3 REQUIREMENTS OF SERVICE

2.3.1 Authorization and settlement must be provided for MasterCard, Visa, American Express, and Discover cards. Authorization and settlement must be provided for credit and debit card transactions through a variety of secure methods. Authorization and settlement must be provided for transactions generated from card readers, computer-based systems, and web-based transactions. Response time for authorization must at least meet industry standards.

- In each area, the System may or may not opt to charge a convenience fee. The ability to handle flexibility regarding the charging of a fee at the merchant account level is required
- Online reporting must be available at no charge to the System as a whole as well as to each University merchant. This must include the ability for ad hoc reporting. The System would have direct administrator capabilities to grant user access to online reporting systems.
- University settlement accounts must be funded within 24 hours requiring next day (after settlement) availability of funds. The merchant number will be used to identify each transaction. The university shall require settlement monies to be deposited via ACH to the designated bank account of their choice within 48 hours of the transaction.

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

the month end. Discount fees may vary by card issuer (e.g. MasterCard, Visa, American Express, and Discover).

2.4 OTHER CONSIDERATIONS

- PCI compliance validation will only be performed by QSA certified staff.
- Perform additional duties, tasks or services not specifically identified but related to the Services described in this RFP if needed and when mutually agreed upon in writing by both parties.
- The preferred clearing house for web transactions is FDC. The University will consider other processors; however, the cost of converting software for use with a different clearing house will be a factor in evaluation.
- In the event that the vendor requires data files to be “pushed” to the University, the processing center should have the ability to transmit data to the System using secure, internet protocols and services. This should use industry-standard encryption to protect the data. The process should have adequate controls for ensuring that the data was transmitted without loss or corruption. The processing center should provide recovery processes such as the ability to retransmit data files in case of errors. This file will be used to feed directly into the System’s general ledger system. This file will need to be in sync with the deposits made to the bank account. The layout of the file must adhere to our minimum specifications.
- Every effort has been made to correctly state the current technical processes in use by the University for the receipt and format of the transmission file. If any discrepancies are found between this document and the current processes in use by the Universities Information Technology Shared Services the current processes will prevail.
- The System’ Information Technology Shared Services will notify the processor immediately upon receiving a transmission error message. A technical contact name and phone number should be provided to the System, by the processor.
- The processor will maintain electronic back-up copies of each transmission for emergency use. These copies shall be maintained for a specified and agreed upon length of time following the original transmission date.

SECTION 3 INSTRUCTIONS TO RESPONDENTS

3.1 CONTACT INFORMATION

All questions regarding the RFP, or response must be forwarded to the Associate Director of Procurement and Property Services:

Jennifer McCall
P.O. Box 13030, SFA Station
Nacogdoches, TX 75962
Phone: 936.468.4263
Fax: 936.468.4472
Email: Jennifer.McCall@sfasu.edu

3.2 SUBMITTAL DEADLINE AND LOCATION

All proposals must be received by SFA in the office of Procurement and Property Services no later than 5:00 PM August 28, 2019.

Proposals are to be submitted to:

MAIL PROPOSAL TO:

Stephen F. Austin State University
Procurement and Property Services
P.O. Box 13030, SFA Station
Nacogdoches, TX 75962-3030

HAND DELIVER AND/OR EXPRESS MAIL TO:

Stephen F. Austin State University
Procurement and Property Services
2124 Wilson Drive
Nacogdoches, TX 75962

All U.S. Mail addressed to any component of SFA is delivered to a central mailroom and redistributed by SFA personnel to the addressee's on-campus post office box. Consequently, there is a possibility of delay between receipt of mail at the central mailroom and receipt in the Procurement and Property Services Department. Proposals must be in the office of the Procurement and Property Services Department by the time set for RFP closing in order to be considered, and receipt by SFA at the central mailroom will not be deemed sufficient. The University shall not be responsible for responses received after the due date and time. Late responses will not be considered under any circumstances. Properly identified late responses will be returned to the Respondent unopened.

Proposals will be publicly opened August 29, 2019 at 8:00 AM in the office of the Director of Procurement, 2124 Wilson Drive. Only the names of the Respondents will be read aloud.

Proposals received after the time for closing will be returned to Respondent unopened regardless of the circumstance. It is the responsibility of the

Respondent to get the proposals delivered in a timely manner, regardless of delivery method or circumstances.

Faxed or electronically mailed proposals will **not** be accepted.

Proposals may be withdrawn at any time prior to the time and date set for proposal closing.

Stephen F. Austin State University reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities provided such waiver does not substantially change the offer or provide a competitive advantage to any Respondent in the judgment of Stephen F. Austin State University.

3.3 SUBMITTAL INSTRUCTIONS

All proposals must be submitted in the format prescribed in Section 3.6.

Each Respondent must submit at least one (1) original printed proposal with original signatures on the Execution of Offer.

The printed copy shall (1) be unbound; (2) contain divider sheets or tabs; (3) be printed on 8-1/2 in. x 11 in. white paper to enable copying, if needed; and (4) be a complete copy of all information submitted with Respondent's Proposal. Colors must reproduce in a legible manner on a black-and-white copier.

Respondent shall also submit one (1) complete electronic copy of the printed copy of the Proposal on electronic media (e.g., USB Drive [SFA's preference], CD-ROM, or DVD-ROM) in a Microsoft Office (Word, Excel, Project and PowerPoint files) version 2003 or later format, or searchable Adobe .PDF files. Respondents shall divide the electronic copy into **TWO (2)** separate electronic files. One file shall contain **Exhibits A-C, Exhibits E-F**, and the Other Preferred Submittals **Exhibits G-H**. The second file should be **Exhibit D** and submitted in the EXCEL template format provided.

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

Each Respondent, by submitting a proposal, represents that the Respondent has read and completely understands the request for proposal documents and agrees to abide by the terms of this RFP and any resulting agreement. Failure of the selected contractor to fulfill the provisions of this request for proposal shall in

no way relieve the obligation of the Contractor to furnish all services necessary to carry out the provisions of the agreement.

A legally authorized representative of the Respondent shall sign proposals. Unsigned proposals (**Exhibit A**) will be rejected as a material failure.

3.4 ACCEPTANCE AND FORMATION OF AGREEMENT

No recommendation for award will be made until Stephen F. Austin State University is fully satisfied that the Respondent is professionally competent and properly equipped to render the specified service.

The University reserves the right to negotiate further with any respondent that submits a proposal, once proposals have been opened. SFA may award a contract(s) based on initial proposals received without any discussion of such proposals. Therefore, each proposal should be submitted on the most favorable and complete price and terms possible.

SFA reserves the right to enter into an agreement not based only on the cost to the University, but which, in the sole opinion of SFA, is deemed to represent the best value to SFA. The University shall be the sole judge of determining which proposal represents the best value to the University.

By submitting a response, the Respondent agrees to accept an agreement including the scope of work and specifications herein and attached to this Request For Proposal.

3.5 EVALUATION CRITERIA

3.5.1 Award will be based on a comprehensive review and analysis based on a weighted value of averaged evaluation scores and negotiation of the proposal that best meets the needs of the university. Submission of a proposal represents concurrence with this method of evaluation and award. Furthermore, Respondents will not, under any circumstances, dispute any award made using this method.

3.5.2 Evaluation of the proposals will be performed by an evaluation committee representing Stephen F. Austin State University. Proposals will be evaluated using the following criteria, which are listed below in Section 3.5.4. Stephen F. Austin State University reserves the right to award an agreement not based only on the cost to the University, but on the criteria that best meet the university's requirements and goals. The university shall be the sole judge of determining which proposal represents the best value to the university.

3.5.3 Notwithstanding, the University reserves the right to further negotiate, after proposals are opened, with any Respondent that submits a proposal. SFA may award a contract(s) based on initial proposals received without any discussion of

such proposals. Therefore, each proposal should be submitted on the most favorable and complete price and terms possible.

3.5.4 Evaluation Criteria

- A. 40% - Financial Proposal, Exhibit D
- B. 30% - Responses to Company and Processing Questionnaire, Exhibit E
- C. 10% - Experience working with other colleges and universities of similar size and scope
- D. 10% - Other proposed value added services.
- E. 10% - Qualifications, Experience, and References, Exhibit F

3.6 PROPOSAL FORMAT

- 3.6.1** Proposals shall be prepared in a straightforward and concise manner, identifying clearly and concisely any deviations, enhancements and other differences that exist between the RFP and the respondent's proposed services. Emphasis should be placed on responsiveness to the RFP requirements, completeness and clarity of content and conformance to the RFP instructions. **Respondents shall organize their proposal in a point-by-point format according to Section 3.6.2.** Failure to follow point-by-point presentation could be grounds for disqualification.

Proposals shall be printed on letter-size (8-1/2" x 11") paper and unbound. DO NOT USE METAL-RING HARD COVER BINDERS.

Submittals shall include a "Table of Contents" and give page numbers for each part of the Proposal.

Number all pages of the Proposal submittal sequentially using Arabic numerals (1,2,3,etc).

3.6.2 Proposal shall include the following information and be submitted in the following order:

Failure to provide any of the following documents will result in disqualification of the proposal from further consideration

Required Submittals - failure to provide the following documents will result in disqualification of the proposal from further consideration:

- | | |
|-----------|--|
| Exhibit A | Execution of Offer |
| Exhibit B | Acknowledgment of Addenda |
| Exhibit C | Non Collusion Affidavit |
| Exhibit D | Financial Proposal (EXCEL) |
| Exhibit E | Company and Processing Questionnaire |
| Exhibit F | Evaluation of Qualifications, Experience, and References |
- Provide a history of your organization including how long your firm has been in business under its present name and any structural changes contemplated in the next year.
 - Provide a brief history of the firm's personnel that will be working on the implementation, training and maintenance phases.
 - Provide a description of experience working with other colleges/universities of similar size and scope.
 - Provide a minimum of three (3) references from clients for whom you have provided similar services as described in the Scope of Work described in Section 2.1. At a minimum include the organization name contact name, telephone number, email address, and length of business relationship.
 - Explain any value-added services that you would offer that could be beneficial to SFA in the area of card processing that was not covered in this RFP.

Other Preferred Submittals:

- | | |
|-----------|------------------------------------|
| Exhibit G | Section 508 VPAT Form |
| Exhibit H | Sample Merchant Services Agreement |

Stephen F. Austin State University reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the bid. SFA reserves the right to enter into an agreement not based only on lowest cost to the University, but which, in the sole opinion of SFA, is deemed to represent the best value to SFA.

**EXHIBIT A
EXECUTION OF OFFER**

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Qualifications. Failure to sign the response, or signing it with a false statement, shall void the submitted response or any resulting contracts, and the Respondent may be removed from all bid lists.

By the signature hereon affixed, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership, or institution represented by the Respondent or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State or the Federal antitrust laws nor communicated directly or indirectly the response made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Bidder as defined in Rule 34 TAC 20.38.

Certifications:**Representations and Warranties by Respondent**

If Respondent is a corporation, limited liability company, or any other entity organized and existing under state law, Respondent warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual signing the Agreement on behalf of the Respondent has been duly authorized to act for and bind Respondent.

Tax Certification

If Respondent is a taxable entity as defined by Chapter 171, Texas Tax Code ("Chapter 171"), then Respondent certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Respondent is exempt from the payment of those taxes, or that Respondent is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

Eligibility to Receive Payment

In accordance with Section 231.006 of the Texas Family Code and Sections 2155.004 and 2155.006 of the Texas Government Code, Respondent certifies that it is not ineligible to receive the Agreement or any payments under the Agreement and acknowledges that University may terminate the Agreement and/or withhold any payment and/or reimbursement if this certification is inaccurate.

Payment of Debt or Delinquency to the State

Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Respondent agrees that any payments owing to Respondent under the Agreement may be applied directly toward any debt or delinquency that Respondent 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.

The person signing the Response should show title or authority to bind his/her firm in contract.

Federal Employer's Identification Number: _____

Sole Owner should also enter Social Security No.: _____

Respondent/Company: _____

Signature (INK): _____

Name (Typed/Printed): _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No/Fax No: _____

Email: _____

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

**EXHIBIT B
ACKNOWLEDGEMENT OF ADDENDA**

Receipt is hereby acknowledged of the following addenda to this RFP.

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Respondent/Company: _____

**Refer to the SFA Procurement and Property Services Department website to
confirm all addenda issued: <http://www.sfasu.edu/purchasing/122.asp>**

**EXHIBIT C
NON-COLLUSION AFFIDAVIT**

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

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

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

CONFLICT OF INTEREST

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

Signature _____

Company name _____

EXHIBIT D FINANCIAL PROPOSAL

Having carefully reviewed the specifications and related documents affecting the proposal to provide credit card merchant services to Stephen F. Austin State University, the undersigned submits the following Financial Proposal in accordance with the Request for Proposal documents:

Respondent Name: _____

Authorized Signature: _____

**The University WILL ONLY CONSIDER “INTERCHANGE PLUS”
pricing options for transactions.**

1. As part of your response, please utilize the provided multiple tab spreadsheet labeled EXHIBIT D FINANCIAL PROPOSAL TEMPLATE to provide a breakdown of the fees to be applied to merchant services for the University. To facilitate the response request, all cells that are blocked with yellow should be completed by the respondent (if applicable). All fees required to provide Merchant Services must be provided. Through the Respondent's submission of the excel spreadsheet, the University is seeking a general list of pricing and is also requesting the Respondent complete the specific pricing template for the equipment detail and transaction breakdown. **(The yellow tabs are required to be completed and the purple tabs are for informational purposes only.)**
2. In the EXHIBIT D FINANCIAL PROPOSAL TEMPLATE, be sure to include all fee estimates in the Annual Estimate of Fees Tab. You may list the fees below the table if needed; but please ensure that the fees are included in the table (i.e. gateway fees, and or alternative payment services supported, i.e. mobile, contactless/wallets, IVR, etc). Any fees not clearly specified in the response to this proposal will not be allowed after a contract is awarded.
3. Total Annual Estimate of Fees \$_____ (amount should agree to the total in the Annual Estimate of Fees tab of the Financial Proposal Template Spreadsheet).

EXHIBIT E
COMPANY AND PROCESSING QUESTIONNAIRE
DETAILED RESPONSE REQUIRED TO ALL QUESTIONS

A. GENERAL

1. Provide the address of the office(s) that will service the account.
2. Are you a single source processor or do you use the services of a third-party processor? If a third-party processor is used, for how long have you had a relationship with this processor?
3. Have you lost any clients in the past 24 months? If so, explain.

B. FIRM COMPETITIVE POSITION AND FUTURE COMMITMENT TO PROVIDING SERVICES

1. What differentiates your firm's service from that of other providers?
2. How do you plan to stay current and competitive?
3. What major changes do you see occurring in merchant services in the next five years? What are your firm's plans to help customers move to new technological advances? What approach is your firm taking in the development of new services? What plans does your firm have to support new initiatives, e.g. EMV or P2PE technology?
4. Does your firm anticipate hardware changes in the next three years? If so, how should the University plan for those changes in hardware issues?
5. What formal or informal bank/vendor relationships do you have and how can they be leveraged in merchant card processing?
6. Does your firm have customized programs for higher education? If so, what recommendations do you have to improve our current collection processes?

C. REFERENCES

1. Specify the category and number of customers for which you are currently providing card processing services. How many higher education institutions/merchants do you currently serve?

D. PERSONNEL

1. Provide the name, title, address, phone number, and email address of the primary contact person(s) assigned to this account.
2. Describe your customer service organization structure. Is the customer service function performed in-house, or is it outsourced? If outsourced, are those operations located in the United States?
3. How will your account manager assist us with chargebacks, fraud protection, credit issues, training, best practices, and industry/merchant seminars?

4. How often does the firm's representative perform reviews to ensure the University is receiving the lowest discount/interchange rates and prevent downgrades?

E. CARD ACCEPTANCE AND INTERFACE PROCESSING

1. Does the firm support all major payment types such as debit cards, gift cards, corporate cards, and other emerging options? Does support vary for any of these payment types?
2. Describe your credit and debit card processing capabilities. Provide information on the daily volume processed for all clients.
3. Describe the hardware necessary for acceptance of credit and debit cards. What equipment do you recommend or require? Does the firm provide the equipment on a lease or purchase basis? Do you offer an equipment maintenance plan? If so, what is the turnaround time and costs involved?
4. Describe any special utilities or support service required for the operation of Respondent's system. This would include such items as dedicated phone lines or special outlets.
5. Will any required programming of terminals, printers, or pin pads be provided at no charge to the University?
6. Will you provide loaner terminals, printers and pin pads at no cost in cases where the University equipment is down or during peak periods?

F. AUTHORIZATION

1. What authorization methods do you support and which do you recommend? List and describe alternatives.
2. What are the procedures to reverse an incorrect authorization? Describe how an after-authorization would be handled.
3. Do you have the ability to process internationally? List all countries and currencies where the University could authorize and settle transactions. What services can you provide to process and support international credit cards?
4. Describe any limitations on processing such as assigned "windows" for obtaining authorizations or settlement, number of files allowed per day, the number of transactions and/or dollar limits per file, or dollar amount per transaction authorized and settled? What limitations are set by batch? Daily processing? Are there any limitations on the number of files transmitted each day? Any limitations at all daily?
5. Does your firm maintain direct authorization and settlement links to the various card organizations, or do you utilize a third party network for authorizations? Describe your configurations. Is your firm introducing to a direct processor or is it the direct processor?

G. SETTLEMENT PROCESSING

1. Describe the settlement process workflow for all parties explaining any differences by card type.
2. Provide a funds availability schedule by card type. Is this negotiable? Is all funding next day? Describe. Is any expedited funding available?

3. What is the expected time to process a credit card transaction? What would cause longer processing times to occur?
4. What is the settlement transmission time frame for Visa, MasterCard, Discover, and American Express? Does this differ at any time? Include daily cut-off times. Will holidays affect the settlement process or timing?
5. What is the cut-off time that sales transactions can be transmitted to meet settlement times?
6. Do settlement times affect the University's processing/discount expense?
7. Is settlement made by direct account credit, ACH or Fed wire? Can settlement details be passed via CTX on ACH transactions?
8. Do you allow for multiple settlement accounts by merchant identification number or institution?
9. Are settlement amounts listed separately on the bank statement or will they appear as one lump sum? What level of detail is available? Will Saturday and Sunday activity be combined into Monday activity?
10. Can terminals be manually closed?
11. Is the transaction information captured at the sales terminal and transmitted at the end of the day or captured at the transaction processor's terminal?
12. Describe procedures for obtaining authorization codes and other procedures to be used in the event of any down-time?
13. How much down-time have you had during the past year where users' terminals were not able to communicate with the processor?

H. TICKET RETRIEVAL AND CHARGEBACKS

1. Describe the ticket retrieval request process along with turnaround times. Does the firm support document imaging other than facsimile for transmission of or response to a retrieval request?
2. What response times and process does the firm require for ticket retrieval? How do these time frames compare to Association rules?
3. Describe the chargeback cycle. What percentage of chargebacks is handled without merchant involvement?
4. How often are chargebacks reversed?
5. Will you provide a designated contact person or a department to help the University manage chargebacks?
6. How many University employees will the bank permit to access this on-line reporting system with a unique log on identification? Is there a charge for additional users?
7. Are credit card chargebacks and debit adjustments netted from daily proceeds, or are they debited separately?

8. Will the University receive credit of merchant fees for chargebacks? When is the credit issued?
9. Does the firm have the capability to archive, retrieve transaction information, including signatures for bankcard transactions and non-bank card transactions? What information is stored and for what period of time? What system is available to the merchant to enable retrieval of this information online?

I. GENERAL CARD PROCESSING

1. Does the firm support BIN (Bank Information Number) file management to differentiate between debit and credit card transactions?
2. Describe the firm's debit card processing capabilities. Which networks are used? Which are supported? What differences, if any in workflow occur from credit cards?
3. Describe the firm's PIN and PINLESS debit card processing
4. Are debit card transactions routed automatically to the lowest cost network? Describe.
5. We are interested in **interchange plus** pricing. By how much does the bank's fee exceed Visa/MasterCard, American Express and Discover's stated interchange and assessment charges?
6. What process do you use to ensure that transactions qualify for the lowest interchange category?
7. Describe your dispute resolution process for both cardholders and the University?

J. TECHNICAL SYSTEM CAPABILITIES

1. Describe the processing platforms pertinent to the firm's recommended solutions for the University.
2. Is the firm's processing software PCI-DSS (Payment Card Industry – Data Security Standards) compliant?
3. Outline the security measures in place for the protection of data transmitted for processing. Are all the major verifications available (CVV for Visa, CID for AmEx, and CVC for MC)? Do you support CVV2 (Card Verification Value 2)?
4. Does the firm's software provide for integration in interface alternatives (such as XML, SOAP, Java, C++, COM, Perl, etc.)
5. What is the firm's process for handling test transactions? Are test cards provided and if so, what types?

K. TRANSMISSION ISSUES

1. Describe the firm's recommended transmission method and options (e.g., dial, lease line, batch, real-time, Internet) including limitations and advantages/disadvantages.
2. Describe the monitoring and notification process if a transmission fails.

3. Does the firm's processing system identify and eliminate duplicate transactions?
4. Are there any limitations on the number of files transmitted each day?

L. SECURITY

1. Describe the security measures used to prevent unauthorized user access to either the system or the data. If applicable, please indicate if there has ever been a compromise to any credit card systems or applications through a security breach. If yes, explain process your firm took to notify customers, the steps taken to protect customer's data and the safeguards put in place to prevent it in the future.
2. Outline the security measures used to protect Internet transactions.
3. Describe the procedures and policies in place to prevent internal fraud. Where does liability fall in the process of recouping loss due to such fraud?

M. PAYMENT CARD INDUSTRY (PCI) DATA SECURITY STANDARDS (DSS)

1. Is your firm, including all subcontractors and third-party processors, in compliance with all applicable PCI DSS standards? Have you been certified as compliant by a qualified third-party assessor? Please name the assessor.
2. Identify your PCI DSS support structure, including the compliance team, their backgrounds and professional certificates.
3. How does your firm test/confirm PCI compliance?
4. How will your firm keep the University advised of new PCI initiatives and general information?
5. What testing or support is available to the University for assistance with PCI DSS compliance? Who is the customer contact for PCI DSS compliance efforts?
6. Does the firm provide PCI training and training materials at no cost to the University?

N. DISASTER RECOVERY

1. Does the firm have a continuity plan for your processing systems and platforms in a disaster situation? Describe your local and system-wide back up and/or redundant systems.
2. Describe the firm's hot-site back up capabilities in case of a complete site failure. How often are systems tested?
3. What is the expected time frame to become operational should a catastrophic event occur at a merchant site? What is the firm's role in the process?

O. INFORMATION REPORTING

Complete and timely online reporting is a critical factor for the University. The University requires full online reporting and download capabilities including the ability to define and sort information

at various levels. Reporting should be comprehensive and allow for customization. The firm should make every effort to fully describe and illustrate the reporting capabilities in their response.

1. Describe all reports available and the software used to receive and view reports. Provide an overview of reporting cycles, procedures, and capabilities. Provide a sample of each detail and summary report available or a link to sample reports online. Are all information and all reports available on the Internet?
2. Define the download capabilities, level of customization, and drill down capabilities available on online reporting and reports. Describe the daily and/or monthly reconciliation reports available to the merchant. Define:
 - standard reports (transaction reports, funding reports, etc.)
 - special reporting capabilities
 - level of detail available
 - retrieval capabilities
 - imaging capabilities
 - access mode
 - reporting frequency
3. What is the standard delivery time frame for reports and statements? What alternatives are available?
4. What delivery methods are used for reports (e.g., mail, email, and fax) on reports and statements?
5. Does the firm retain or archive reports for clients? Can all reports be downloaded? If so, for how long?
6. Is historical information regarding sales, refunds, and chargebacks maintained in a database for access by the merchant? If a merchant needs historical reports (from a previous reporting period) or a specific time frame how are they made available? How far back are reports available? How long is reporting data stored in your system? How much time does it take to retrieve historical reports or data?
7. Describe how multiple merchant numbers are reported and the flexibility afforded the merchant for customizing the reports. Can the merchant “roll up” specific groups for reporting independent of other groups?
8. Can reports be tailored to send specific sections, for example, report groups comprising a subset of merchant numbers, to different locations? Is there an additional cost for this service? What charges are involved in customized reports?
9. Can reports be tailored to specific financial accounting time schedules?
10. Describe ad hoc reporting capabilities.

11. Do reports encompass/include AMEX and Discover transactions for reconciliation and research purposes?
12. Describe the training and re-training available for the firm's reports.
13. Provide a sample statement.

P. IMPLEMENTATION

1. If awarded this contract, describe the implementation process, and the expected time frame for implementation. Will currently assigned Merchant ID numbers for Visa/MasterCard, American Express and Discover change? If new merchant ID numbers are to be assigned, please elaborate on the time frame and scope of work necessary for those changes.
2. Describe the merchant training process with regard to (a) new merchant training or re-training from a prior processor and (b) ongoing training (e.g., courses offered, frequency, location, and cost).
3. Specify the person, by name and function, which will have primary responsibility for merchant implementation
4. Does the firm provide fraud-management training or awareness programs?

Q. CUSTOMER SERVICE

1. Is customer service available 24/7? How is it provided (phone or email)?
2. Do you offer technical support for the software you provide? If so, provide the hours of support operations.
3. Do you have a toll-free number for technical support and other inquiries? Please provide the number and availability.
4. Are there any charges for technical or customer support services?
5. Does the firm have scheduled periodic meetings with customers or client advisory groups to review the service? Does the firm host or sponsor focus groups, on-site training, user groups, etc.? If so, describe the frequency and topics of discussion.

R. PRICING

1. Will we be classified as an Emerging Market Class Code?
2. Describe the firm's overall pricing structure. Is the firm offering an interchange plus fee?
3. Detail any change in association fees (Visa and MC) that would be charged through the program from the published interchange rates of these companies.

4. Please provide bundled and unbundled pricing as applicable and consider both fixed and variable rates for the processing fee of the firm.
5. Please describe the adjustment process for downgrades and the timing of them.
6. When are discount fees deducted from the DDA account? Are discount fees calculated on gross or net sales?
7. Provide a pro forma analysis based on the University's indicated volumes and service requirements.
8. Can customers order charge slips, signs, imprinters and other supplies through you or directly from a vendor? How are the orders handled? What is the normal shipping time?
9. How and when is the customer notified of price adjustments? Processor fees for the contract are set for the contract period? What if any prices are adjusted on a regular basis (semi-annual or annual)? Define and describe.