Tab 1 – Master Agreement
General Terms and Conditions

- Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- Disclosures
  - 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 this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
  - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- Payments
  - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

- Adding authorized distributors/dealers

  - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
  - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
  - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
  - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

- Pricing

  - <u>All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor</u>**.** It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
  - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

- Warranty
  - Proposals should address each of the following:

    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Availability of replacement parts
    - Life expectancy of equipment under normal use
    - Detailed information as to proposed return policy on all equipment
- Indemnity

  - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

- Franchise Tax
  - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- Supplemental Agreements
  - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

- Certificates of Insurance

  - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- Legal Obligations
  - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- Protest

  - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

    - Name, address and telephone number of protester
    - Original signature of protester or its representative
    - Identification of the solicitation by RFP number
    - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
  - Any protest review and action shall be considered final with no further formalities being considered.

- Force Majeure

  - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
  - The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

- Prevailing Wage
  - It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- Miscellaneous
  - Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- Open Records Policy
  - Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
  - The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- Contract Term
  - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
  - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

- Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $5 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- Clarifications / Discussions

  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

- Multiple Awards

  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

- Past Performance
  - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Past Cooperative Program Performance
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.

- References (15 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- Technology for Supporting the Program (10 points)
  - Electronic on-line catalog, order entry use by and suitability for the entity's needs
  - Quality of vendor's on-line resources for NCPA members.
  - Specifications and features offered by respondent's products and/or services

- Value Added Services Description, Products and/or Services (10 points)
  - Marketing and Training
  - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Transact Campus Inc.
Address	22601 N 19th Ave., Suite 130
City/State/Zip	Phoenix, AZ 85027
Telephone No.	(623) 476-1400
Fax No.	(623) 476-1437
Email address	david.marr@blackboard.com
Printed name	David Marr
Position with company	Chief Executive Officer
Authorized signature	

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 6, 2019, by and between National Cooperative Purchasing Alliance ("NCPA") and Transact Campus Inc. ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 6, 2019, referenced as Contract Number 01-100, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Campus ID Credential Transaction Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

- General Terms and Conditions
  - The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
  - NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
  - Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
  - NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
  - With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- ➢ The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

- ♦ Term of Agreement
  - ➢ This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

- ♦ Fees and Reporting
  - ➢ The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	**Zip Code**	**State**	**PO or Job #**	**Sale Amount**

Total ______________

  - ➢ Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	**Administrative Fee**
0 - $30,000,000	2%
$30,000,001 - $50,000,000	1.5%
$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided ~~at the location designated by~~ Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit. to

- General Provisions
  - This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
  - Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
  - If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
  - Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
  - ~~This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder~~
  - All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:		**Vendor:**	**Transact Campus Inc.**
Name:	Matthew Mackel	Name:	David Marr
Title:	Director, Business Development	Title:	Chief Executive Officer
Address:	PO Box 701273	Address:	22601 N. 19th Ave, Suite 130
	Houston, TX 77270		Phoenix, AZ 85027
Signature:	[signature]	Signature:	[signature]
Date:	December 6, 2019	Date:	11/14/19

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

- States Covered
  - Bidder must indicate any and all states where products and services can be offered.
  - Please indicate the price co-efficient for each state if it varies.

☒ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

☐ Alabama
☐ Alaska
☐ Arizona
☐ Arkansas
☐ California
☐ Colorado
☐ Connecticut
☐ Delaware
☐ District of Columbia
☐ Florida
☐ Georgia
☐ Hawaii
☐ Idaho
☐ Illinois
☐ Indiana
☐ Iowa
☐ Kansas
☐ Kentucky
☐ Louisiana
☐ Maine
☐ Maryland
☐ Massachusetts
☐ Michigan
☐ Minnesota
☐ Mississippi
☐ Missouri
☐ Montana
☐ Nebraska
☐ Nevada
☐ New Hampshire
☐ New Jersey
☐ New Mexico
☐ New York
☐ North Carolina
☐ North Dakota
☐ Ohio
☐ Oklahoma
☐ Oregon
☐ Pennsylvania
☐ Rhode Island
☐ South Carolina
☐ South Dakota
☐ Tennessee
☐ Texas
☐ Utah
☐ Vermont
☐ Virginia
☐ Washington
☐ West Virginia
☐ Wisconsin
☐ Wyoming

☐ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

- [X] American Somoa
- ☐ Northern Marina Islands
- ☐ Federated States of Micronesia
- ☐ Puerto Rico
- ☐ Guam
- ☐ U.S. Virgin Islands
- ☐ Midway Islands

♦ Minority and Women Business Enterprise (MWBE) and (HUB) Participation

➢ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- Minority / Women Business Enterprise
  - Respondent Certifies that this firm is a M/WBE N/A ☐
- Historically Underutilized Business
  - Respondent Certifies that this firm is a HUB N/A ☐

♦ Residency

➢ Responding Company's principal place of business is in the city of Phoenix, State of Arizona

♦ Felony Conviction Notice

➢ Please Check Applicable Box;

☐ A publically held corporation; therefore, this reporting requirement is not applicable.
[X] Is not owned or operated by anyone who has been convicted of a felony.
☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

➢ If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

♦ Distribution Channel

➢ Which best describes your company's position in the distribution channel:

[X] Manufacturer Direct ☐ Certified education/government reseller
☐ Authorized Distributor ☐ Manufacturer marketing through reseller
☐ Value-added reseller ☐ Other: ______________________

♦ Processing Information

➢ Provide company contact information for the following:

- Sales Reports / Accounts Payable

Contact Person: Doug Parish
Title: Regional Vice President - Transact South
Company: Transact Campus Inc.
Address: 22601 N. 19th Ave, Suite 130
City: Phoenix State: AZ Zip: 85027
Phone: (317) 306-6808 Email: doug.parrish@blackboard.com

TAB 4 – VENDOR PROFILE

Please provide the following information about your company:

- **Company's official registered name.**

Transact Campus Inc.

- **Brief history of your company, including the year it was established.**

The root of Transact Campus Inc.'s business began in 1949 with a specialty in card manufacturing and has evolved into the industry-leading provider of transaction processing systems. Our experience and qualifications are in the combined fields of electronics, software engineering, communications, and campus-wide ID products and systems. Our competitive strength results directly from our technology leadership in the areas of real-time computer application systems, communication protocols, rugged and reliable online card readers, identification cards, user-friendly software, and multi-user, multi-tasking operating systems. Transact provides expert collaborative, project management, and product management services to meet the specific needs of higher education.

Among the 1300 institutions we support are Harvard University, the University of Washington, Santa Clara University, University of Utah, Utah State University, and Salt Lake Community College.

We dedicate considerable internal resources to product development as software and hardware development is our core competency. Our development and research is truly user-driven to create useful, flexible, and supportable products. We also focus on maximum flexibility so our clients can tailor the system to their exact needs and environments. Transact's development and product strategy is focused on:

- Business Efficiency
- Distributed Management
- Student and Faculty Service
- Safety and Security
- New Commerce

In addition to our own extensive system development, we work with other vendors to complement our product offerings and provide integrated one-card solutions. Transact has working relationships with leading vendors capable of providing state-of-the-art hardware, vending services, menu management, information systems, security, and other specialty services. A few of the vendors with whom we have strategic partnerships include NCR, MICROS, Pharos, HID, Ingersoll-Rand Security Solutions, Residential Management Systems, Inc. (RMS), and Datacard.

Our software is backed by the most experienced and skilled professional services organization in the industry. We offer advanced technical consulting and 24 x 7 mission-critical product support. Transact employs dedicated professionals, many of whom participate actively in national organizations such as NACCU, NACUBO, NACAS, NACS, ACUHO-I, and others.

We have designed the Transact product suite to keep pace with and anticipate, developing technology needs. By providing proven software solutions, Transact gives its clients peace of mind and the assurance that they have licensed the most advanced, comprehensive and customizable software in today's e-Education market.

♦ Company's Dun & Bradstreet (D&B) number.

The DUNS for Transact Campus Inc is 116983184

♦ Company's organizational chart of those individuals that would be involved in the contract.

NCPA and its clients will be supported by Transact's consulting team. Please see Appendix A for an organization chart of this team.

♦ Corporate office location.

➢ List the number of sales and services offices for states being bid in solicitation.

Transact is headquartered in Phoenix Arizona, and our company provides services nationwide.

➢ List the names of key contacts at each with title, address, phone and e-mail address.

Transact's corporate headquarters are in Phoenix; however, NCPAs primary point is Doug Parrish who is located in Florida. His contact information is:

Doug Parrish
Regional Vice President – Transact South
22601 N. 19th Ave, Suite 130
Phoenix, AZ 85027
(317) 306-6808

♦ Define your standard terms of payment.

Initial and subsequent payments are due Net 30. Regarding sales tax, if applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be provided.

♦ Who is your competition in the marketplace?

Transacts main competitors are Cbord, Heartland, and Atrium.

♦ What differentiates your company from competitors?

Today's students consider more than academics before making the decision to enroll at a college or university. Both prospective learners and their parents know that the overall student experience is comprised of quality, efficiency, and convenient access to services that differentiate the successful student life on campus. Their access to the overall campus experience is no different. Students today have high expectations for using technology to make their lives simpler, to access goods and services more quickly and to anticipate their needs, which are constantly evolving. As you review the enclosed proposal, please keep in mind these key principles which we believe sets apart Transact Campus Inc. from other vendors:

A Proven Partner With A Strong Focus On Education And Student Success

Since inception, Transact has been committed to partnering with the global education community to enable student and institutional success by leveraging innovative technologies and services. By providing a superior student experience, a frictionless administrative workflow and greater institutional intelligence we can help elevate school brands and enable schools to improve retainment, student recruitment and better their alumni relationships.

Our commitment includes investing and re-investing in our product portfolio as part of our efforts to increase student engagement through innovative technologies that enhance the cardholder experience. With the integrated systems offered Transact's team, we provide the campus community with a true OneCard environment. This frictionless engagement experience includes cashless transactions for copy, print, vending, campus dining and campus retail stores, as well as contactless event verification and electronic access control transactions with integrated video surveillance.

Transact has a cost-effective approach using the absolute best of breed partners and the most advanced integration methodology to provide NCPA with a powerful system that will scale to meet the ever-changing needs of the campus community.

Fully Integrated Access Control And Video Surveillance Suite

The creation and administration of doors and access plans is done directly from the Transaction System software. Transact has partnered with Assa Abloy and Allegion to administer their wired and wireless locks within the Transaction System. This provides administrators with a single point of control and reporting for all electronic openings on campus. As partners, Assa Abloy and Allegion can read Transact Contactless encoded credentials on their locks respectively.

An integrated Video Surveillance solution provides standard live camera monitoring, recording and storage with the key benefits of Event-Based (i.e. when a card is swiped, a door propped, etc.) monitor popups or email alerts that can be sent to appropriate staff automatically. This feature can provide Public Safety with actionable intelligence and ensure the continuity of evidence afforded by having an integrated solution.

Data Integration Is Paramount

In the dynamic and ever-changing environment of a campus, without accurate timely data, nothing works well. The Transaction System inherently allows administrators to upload data with flat files that can be scheduled. However, many clients wisely use direct database integration to provide near real-time communication via data feeds from any Student Information System (SIS). Transact also provides a Suite of APIs that developers can code against to move data in the manner that best suits the desired outcome.

The data associated with cardholders can be used to filter against for privilege assignment and stored value account management.

Online Account/Card Management | Yes, We Have An App For That

The hosted eAccounts website is our campus-branded Service Portal for online account and card management. There are several authentication options available including LDAP SSO and self-registration.

The site allows cardholders to view campus card and meal accounts balances, view transaction history and freeze/unfreeze their card. eAccounts is included with the Transaction System On-Premise software license and can be used by all cardholders. eAccounts offers optional add-on modules as well.

The website can also be licensed to accept campus card account deposits by the cardholder or a benefactor (i.e. parent, guardian, friend). The Online Photo Submission modules allows students to submit their campus card photo for approval. Moreover, the Service Portal is the infrastructure used to deliver more services to the campus community via a Mobile App.

It is said that the most valuable real estate in the world is the screen of your mobile phone. Students (faculty and staff) seem to always have their mobile device in hand. Transact meets them where they are with the eAccounts mobile app. eAccounts leverages the Transact Cloud-Based Service Portal to connect the client (selfhosted) Transaction System On-Premise (TSOP). eAccounts allows cardholders the ability to see their Stored Value Account and Meal balances, freeze and unfreeze their cards and access additional services such as the Transact's Mobile Credential and Online Photo Submission.

An Enterprise Point of Sale Solution That Delivers

Transact believes that to be successful, we must meet the expectations of the student diner and shopper, adapting for a wide range of services in the dining hall, retail store and around campus with our solutions.

Each year, Transact is investing millions of dollars in the technology advancement of our product suite that encompasses each facet of the point of sale experience. Transact has been providing point of sale solutions to higher education campuses for over 30 years. About ten years ago, campus dining and retail operations greatly evolved and required a more robust, accessible and nimble POS solution. As a result of this assessment, we purchased QuadPoint.

Transact's Hosted QuadPoint Solution For Dining And Retail

QuadPoint will assist the University in transforming the POS experience on campus, by offering more hands-on accessibility to dining and retail locations. QuadPoint is Transact's highly scalable, easy to manage, hosted POS offering designed for use in a wide range of retail and dining operations. This industry leading suite of applications facilitates item sales, order fulfillment and inventory tracking while taking full advantage of industry leading payment security technology. QuadPoint boasts a web-based "access anywhere" user dashboard for ease of use in configuration, system management and centralized reporting from registers, kiosks, mobile devices and ecommerce locations, in real time.

With our proposed solution, we offer the enterprise flexibility and scalability to sell products and services in various ways across campus to increase the reach of dining services and retail operations while removing the cumbersome management burden from internal staff. These added features include:

- A fully hosted solution that is highly configurable for a school's business needs
- Cashier operated terminals with various non-proprietary hardware platforms
- Kiosk solutions for self-service ordering and payment in retail and dining
- Mobile tablet offerings supporting line-busting, remote location sales and in-seat ordering
- On-line storefront for food ordering, general merchandise, ticketing and other items
- iSell, our iOS based mobile register solution

Supporting Future Vision

Transact wishes to continue to add value to our continued partnership. In the interest of leveraging existing campus investments, Transact is committed to assisting our partners in every way that they need to make a project successful. Some ways that we assist our customers in navigating these changes are:

- **POS Hardware Options |** QuadPoint offers a solution for every POS need. We offer a wide range of devices that support high traffic dining to student organization bake sales. As a partner in change to many colleges and universities, we like to ask questions about a school's needs today and plans for the future to maximize their investment.
- **Reporting |** The combined power of the Transaction System and QuadPoint reporting systems provides our client operators and administrators with hundreds of predefined reports that are also configurable to current and future needs. In addition to the systems' native reporting capabilities, transaction and sales data can be made available to various ODBC-compliant reporting tools, providing even more advanced options for reporting and data analysis.
- **Installation, Implementation and Customer Service |** Our goal is a happy and healthy installation and implementation for the University. Our highly skilled team of project managers, installation technicians and consultants are a school's most valuable resources as they change over their Point of Sale system to QuadPoint. Transact's team provides extensive customer support both during the implementation phase of the project as well as once the new system is running in a full production model.
- **Commitment to Continuous Innovation |** The investment that Transact makes annually in research and development for our applications often exceeds the annual revenues of some of our competitors. Transact's commitment to product innovation enables us to offer our clients groundbreaking solutions, including a full suite of contactless readers, PCI PA-DSS compliant software, powerful reporting capabilities to streamline operations, purpose build hardware running Android OS and mobile applications using the iOS platform.

♦ Describe how your company will market this contract if awarded.

Transacts team of over 30 sales associates and hundreds of our industry partners will market NCPA in the higher education space. We will encourage our sales team and partners to mention NCPA often, speak of NCPA at trade shows, and share information as appropriate. We anticipate NCPA's ability to streamline the procurement process will be an attractive service to schools and our sales team and partners will tout the features and benefits of using NCPA as a buying vehicle.

♦ Describe how you intend to introduce NCPA to your company.

Transact has already introduced NCPA to our leadership team, sales associates, and others within our organization. We will continue to spread the word periodically during such events as bi-weekly sales calls.

♦ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

Transact is in the process of rebuilding our on-line catalog/website. We will be considering our purchasing contracts while designing the new solution.

♦ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Transact's Technical Support team is available for application upgrades, troubleshooting assistance and general questions by a toll-free phone number Monday through Friday, 8 a.m. to 8 p.m. (EST Time). The primary location for Transact Technical Support personnel is Phoenix, AZ. Other satellite locations exist within the United States and may be used to provide support for specific solutions and issue resolutions.

Following system implementation, Client Support Engineers are available to support the school's ongoing operations with their diagnostic and repair capabilities. All individuals in this area are selected for their extensive backgrounds in computer and software support. Calls are prioritized based on issue severity level. Transact customer support is available for emergency situations 24 hours a day, seven days a week.

RESPONSE TIME

All client support requests are important. Severity Levels are used to prioritize callback requests. Our Response time goals are designed to help our Client Support Team drive cases to a timely resolution. Transact Client Support exercises commercially reasonable efforts to meet the following response times but does not guarantee that the above response times will always be met.

Severity Levels

Severity 1, Severe | Initial Target Response Time = 1 hour, 24 hours a day, seven days a week: A problem exists that renders the QuadPoint System inoperable. The Transact System is experiencing a total system failure and there is no workaround or reasonable alternative method available.

Severity 2, Major | Initial Target Response Time = 4 hours, Mon-Fri 6 a.m. to 6 p.m. MST: A major portion of the Transact System is not functioning AND there is no workaround or reasonable alternative method available AND the use of this function is critical to business.

Severity 3, Moderate | Initial Target Response Time = 24 hours, Mon-Fri 6 a.m. to 6 p.m. MST: A function of the Transact System is not working as a result of a problem. However, there is a workaround or reasonable alternative method available; OR a function is not working and there is no workaround or reasonable alternative method available. However, the use of the function is NOT immediately critical to business, but the function is necessary.

Severity 4, Low | Initial Target Response Time = 48 hours, Mon-Fri 6 a.m. to 6 p.m. MST: A function is not working as documented as a result of a problem; however, the incident has minor impact or no impact to business, but a fix is requested. Questions regarding existing system functionality.

- **Green Initiatives**
- **As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.**

TRANSACT'S ENVIRONMENTAL POLICY

Transact offers managed hosting and cloud hosting solutions that significantly reduces the amount of power required to run a Transact software application. Additionally, in its offices, Transact has implemented solid waste recycling programs and installed energy efficiency technologies.

Packaging

Transact uses the following environmental packaging criteria:

- Promotes waste prevention/source reduction
- Recyclable at appropriate recycling centers

Most Transact-manufactured products are packaged in fully recyclable cardboard packaging. Where possible, we have redesigned packaging to eliminate foams and non-recyclable material. Transact encourages retention of original packaging for use for storing or returning items. Some third-party item packaging may contain post-recycled materials as indicated on specific packaging.

Business Practices/Operations/Manufacturing

Transact promotes corporate practices that serve to reduce or minimize our impact on the environment, including, but not necessarily limited to, the following:

- Recycling materials in the warehouse or other operations
- Use of battery-operated forklifts instead of gas-powered
- Use of reusable or returnable packaging
- Use of energy-efficient office equipment or building design products
- Recycling initiative at its offices for aluminum, cardboard and paper

Transact also works with certain manufacturers to recycle excess inventory and obsolete IT components.

Flexible Work Arrangements (FWA) Program

One of the company's most significant "green" initiatives has been our Flexible Work Arrangements (FWA) program. By establishing a policy and administering a program for Flexible Work Arrangements in 2005, Transact has helped reduced traffic congestion, reduced gasoline consumption and emissions. Flexible Work arrangements that include teleworking and flexible scheduling have been a great success. Employees feel that they have more balance in their life. Importantly, teleworkers realize savings of up to $4,000 annually for commuting costs. The company has attracted and retained the highest qualified employees, saving hundreds of thousands of dollars and our environmental impact to the region has been reduced.

♦ Vendor Certifications (if applicable)

➢ **Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.**

N/A

TAB 5 – PRODUCTS AND SERVICES

- **Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.**

Transact's sales executive and our consulting team will work with NCPA's end users to determine the appropriate mix of technology and services that will meet their institution's unique needs.

- **The following is a list of suggested (but not limited to) Campus ID Credential Transaction Solutions categories. List all categories along with manufacturer that you are responding with:**
- **Campus Card & A Unified Credential: From ID badging to debit and privilege transactions, PCI & PA-DSS compliant software and hardware should allow card holders to pay for on- and off-campus goods and services. For example: dining, bookstore, vending, copy & print management, laundry and off-campus merchants are just some of the capabilities of the system. Contactless, biometric and mobile technology increases security and speeds up transactions. iPhone & iPad wireless readers allow you to transact anywhere a cellular network is available nationwide. This technology should include provision this credential directly into Apple/Android Wallet allowing students to gain access to dorms, pay for meals, laundry, print, and every other need via their cell phone.**

TRANSACT CAMPUS SOLUTION OVERVIEW

In the sections that follow, we have provided a brief narrative overview of each of the solution areas we believe are a good match for NCPA's stated requirements in this RFI and our current understanding based on previous discussions with NCPA personnel. We look forward to having further dialogue with NCPA's member schools to better understand their specific needs and to help guide them in choosing the right path forward.

Transaction System Enterprise (TSE)

Transaction System Enterprise (TSE) is designed as a transaction processing platform to be the system of record for various kinds of transactions across a campus. The TSE platform is offered as a fully hosted or on-premise deployment. The key to a true one card / one credential system is one that allows the cardholder to immediately access their services in real time at multiple locations in and around the campus using the same credential. TSE contains core functionality for authorizing and processing meal plans, stored value (debit/credit) accounts, and event/activity transactions. As a PCI/PA-DSS compliant solution, TSE is also able to authorize and process commercial debit/credit card transactions through an external payment gateway and using EMV compliant and P2PE software and hardware solutions.

Transact has also created a vast ecosystem with most of the vendors in the higher education environment that can accept campus credentials as a validation and/or payment method. These key partnerships allow us to perform real time account verification and funding from the cardholder's accounts in TSE initiated from third party systems. These direct transaction integrations are performed through our Transaction Integration Agents

(TIAs) and/or Application Programming Interfaces (APIs). Additional details on our integration capabilities are included below under the heading ‘Flexible Integration Tools’.

Transaction System Enterprise (TSE) On-Premise

TSE as an On-Premise solution is where the Transaction System solution began. For years, clients wanted to host their own solution giving them full control of their environment. Clients would install the software on their own servers or virtual environments.

Today, Transact has 100’s of clients utilizing the on-premise solution. The Transact Consulting team works clients to establish the technical infrastructure to support the entire Transaction system. Stored Value transactions remains on the campus network. The on-premise architecture supports the full ecosystem discussed in this document.

Transaction System Enterprise (TSE) Hosted

TSE is available as a hosted deployment option in Microsoft Azure’s secure cloud environment. This hosted option provides the extensive feature set of our proven on-premise enterprise solution with the convenience and cost savings of a hosted offering.

TSE Hosted includes, but is not limited to, the following hosting features:

- **Production System: Single TSE instance hosted in Microsoft Azure with a minimum SLA of 99.9%**
- **Web-based reporting system**
- **Test Environment: Single TSE instance hosted in Microsoft Azure**
- **Included: firewall protection, anti-virus and anti-malware protection**
- **Included: daily backups with 12-week backup retention**
- **Monthly critical operating system and security updates during a scheduled maintenance period**
- **Application upgrades within 30 days of the Generally Available (GA) release during scheduled maintenance period (or custom window if not long enough)**
- **SOC2 compliance and oversight**

Transaction System SaaS (TS SaaS)

Transaction System SaaS (TS-SaaS) offers schools a turn-key managed services solution. With a SaaS campus card and mobile credential transaction solution, schools can rely on trusted professionals to manage their system, get up and running quickly, and spend more time doing what really counts—serving students. On-demand transaction processing power; customized solutions for any combination of meal plans, declining balance account, payroll deduction and credit plans; online account access for cardholders; and professional monitoring and support are all a part of your service.

Key features of Transaction System SaaS (TS SaaS) include:

- Professionally-managed SaaS meal plan solution provide schools with leading innovation, low operational costs, and simple configuration and management of your systems.

- With multiple accounts per cardholder, flexible transaction limit setting, web/mobile administrative access, and integration with all types of credentials and POS systems, TS SaaS provides a campus-wide cashless payment system that's comprehensive and student-centric.
- Provides anytime access to manage card accounts: add value, view activity, suspend or reactivate a card, or add a guest account user. Allows parents to fund student accounts instantly from a web browser or mobile device with a credit or debit card. Plus, self-service kiosks provide additional convenience for accessing accounts.

With SaaS schools get:

- Quick and simple deployment — they can launch a full-scale program or start small and grow
- Upfront and recurring cost savings in operations, infrastructure, and support
- Process any number and combination of plans with flexible account configuration
- Comprehensive monitoring and support 24/7/365
- Anytime, anywhere cloud-based reporting

Compliant Payment Solutions | Payment Gateways, EMV and P2PE

Our solution supports a PCI-compliant hosting environment and PA-DSS validated payment applications. No sensitive credit card data is retained on servers, workstations or POS devices. Tokens are provided by the payment gateway to eliminate local card data storage. POS devices communicate directly to the payment gateway limiting PCI exposure.

The TSE platform and its credit card enabled devices supports EMV and P2PE compliant transaction terminals and devices integrated with Windcave (formerly Payment Express) payment gateway solution.

The QuadPoint POS Suite supports EMV compliant transaction terminals that are integrated with the Verifone, Windcave (formerly Payment Express), or FreedomPay payment gateway solutions. QuadPoint supports validated P2PE credit card processing via Payment Express and FreedomPay.

Both utilize the latest secure transaction processing standards and are listed on the PCI Security Standards Council's website at: https://www.pcisecuritystandards.org/assessors_and_solutions/point_to_point_encryption_solutions.

All compliance documentation is available upon request.

OPTIONAL TRANSACTION SYSTEM MODULES

NCPA members schools can mix and match the components of our solutions as needed. Each of the modules below use CORE functionality already built into the TSE platform, with *no additional software or licensing costs*. Simply choose the hardware devices that fit the desired operational and business needs of any location. Initial one-time setup fees may be required related to the API and credit card payment processing services.

eAccounts Online and Mobile Account Management and Web Deposits

We recognize that students and other users of credential / card services want quick and convenient access to manage their accounts, both online and using their mobile device of choice. They don't want to have to access multiple systems to view and manage their accounts. Our integrated online and mobile payment solutions allow users to see and manage their accounts where and how they want.

Bundled in with the TSE is eAccounts, an online account management portal and mobile application (iOS and Android) that allows users to manage their campus card accounts from a single location. Transact eAccounts provides the ability for users to view real-time meal plan, point and stored value account balances, transaction history, print/download account statements (up to 24 months), and deactivate a lost or stolen card/credential immediately. The eAccounts platform also enables eligible accountholders to provision the mobile credential on their mobile devices.

With the optional Web Deposits module, eAccounts can also be used by cardholders to make credit card deposits to any or all stored value accounts. Deposits can be made on demand or on an automated recurring schedule.

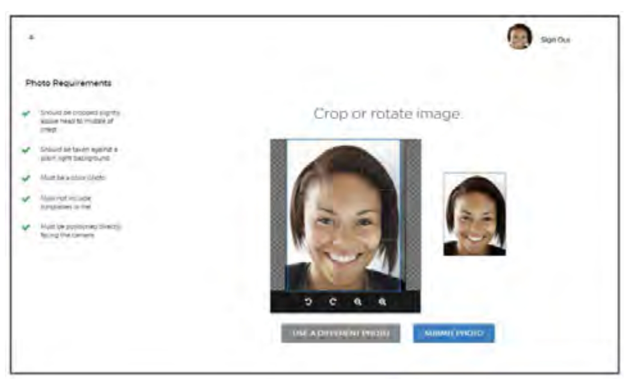
Online Photo Submission

In addition, the eAccounts Online Account Management portal delivers a way for cardholders to submit their own ID card/credential photos through our Online Photo Submission tool. This is an optional add-on feature to eAccounts. Administrators can then approve or deny the submitted photo. The system will also send approved photos over to the Transact cardholder database for future ID card production and mobile credential issuance.

Flexible Integration Tools | Data, Transaction and APIs

Transact is committed to the concept of the "single credential campus" and to the smooth and seamless integration of the institution's existing systems that utilize and interact with the campus credential. Transact software and hardware is specifically designed and developed using *open architecture systems and standards-based technology* wherever possible to enable a diverse ecosystem for the campus credential to operate within. We offer integration and interfacing options on a number of different levels, which we have described in further detail below.

At the card/credential level: We understand that a card/credential has to offer maximum flexibility to operate within a diverse campus environment where there will ultimately be a number of systems that rely on the card/credential to operate. When it comes to a user's institution credential, Transact is able to offer various types of multi-technology cards and also supports other modern credential form factors, such as contactless fobs, wristbands and NFC-enabled smartphones.



At the native application level: The native Transact administrative application contains a number of import tools for managing cardholder data, privileges and other system elements. Similarly, the Transact Reporting System enables configurable data exports to occur on a scheduled basis. We have also built a middleware application designed specifically to address requirements for automating the sharing and mapping of cardholder data amongst oftentimes disparate campus administrative systems.

At a transactional level: As the central repository and administrative portal for meal plans and stored value account type funds, Transact must be able to authorize and process transactions that are being initiated from external and third-party systems. For that reason, Transact has a standard set of integration requirements for any third-party transactional system that wishes to authorize against those meal plans and stored value accounts managed by Transact.

At the database level: Transact utilizes a standard ODBC-compliant Oracle database to store and manage cardholder, system configuration and transactional data.

At a web services/API level: Transact makes available a basic set of web services and RESTful APIs that enable other applications to interact safely and consistently with the Transact environment. These services expand the utilization of the Transact platform and enable localized and global services to be architected to meet the needs of the institution.

Transact And Building Blocks

The Building Blocks program allows our customers and/or their vendors/partners to integrate external applications with Transact, providing the ability to take advantage of a master database for specific, critical data and the real-time and/or batch sharing of that data between one or more systems.

Users of Transact can take advantage of a variety of integration agents that allow account portability across campus systems and hardware via their student ID account. The Building Blocks architecture enables institutions to take advantage of Integration Agents to:

- **Credit and debit accounts**
- **Send and receive transaction data**
- **Develop sophisticated reports to monitor system use**
- **Increase the portability and use of the user account through integration with a variety of hardware devices and applications**

To support the use of Transact with the many systems on campus, Transact has made an effort to create the most adaptable system, supported by the most robust program available to the market—Transact Building Blocks and APIs. Interfacing with the Transact happens in 3 primary ways:

Transact - Data Integration Agents

Data Integration Agents (DIAs) facilitate the exchange of demographic and privilege level data between Transact and third-party systems such as Student Information, Access Control, and Housing Management Systems. DIAs enable often-disparate systems to share the same data without unnecessary redundancy that often leads to mismanagement of data and unnecessary work by IT and administrative staff.

Data Integration Agents allow academic institutions to reuse their existing institutional technology infrastructure, and existing institutional data, while developing institutional commerce capabilities through deployment of their transaction system. Integration Agents are the software or data exchange specification that connects the Transact Platform to an external application, hardware, system, or content. Transact integrates the following types of vendors with Building Blocks that utilize Data Integration Agents:

- **Student Information and ERP Systems**
- **Residential / Housing Management Systems**
- **Video Imaging/Card Production Systems**
- **Library Systems**
- **Parking Management Systems**
- **Door Access/Security Systems**

Transact - Transaction Integration Agents

Transaction Integration Agents (TIAs) allow Transact to become a payment gateway to be used as a payment method for whatever a third-party system is selling. Books, meals, tickets, or any financial, count or activity type transactions that are likely to be processed by the Transact. Transaction Integration Agents permit third-party systems to authorize stored value (declining balance) and/or privilege verification transactions within Transact. Thus, they enable academic institutions to proliferate the use of commerce capabilities and security access control throughout the physical and virtual campus. Transact ensures transaction interfaces are certified directly to secure and auditable connections with value-based systems. Examples of Transaction Interfaces include, but are not limited to:

- **Bookstore and Retail Point-of-Sale Systems**
- **Library Systems**
- **Network Print and Copy Management Systems**
- **Parking Management Systems**
- **Vending Systems**
- **eCommerce Systems**

Many companies have developed products that work seamlessly with the transaction system. To enable this type of account portability on campus, the System Administrator configures the Building Blocks Manager to share student and transaction data between Transact and the external systems on campus using a simple graphical user interface.

Transact – Application Programming Interfaces (APIs)

As the Transact ecosystem has continued to grow and evolve to include the capabilities it has today, one of our strategic goals has always been to create a platform that is more open, scalable and flexible to meet the ever-increasing demands of the institutions and students we serve. One of the most sustainable and organic ways to do that is to create and make available modern Application Programming Interfaces (APIs) that enable our institutions and partners to interact with the Transact platform in the ways that they choose, including the ability to design and develop their own applications.

A number of APIs, both global and local to the institution, are available and included with the core Transact license subscription. Each of the APIs has its own set of specific instructions and requests. The following types of APIs are currently available:

- **Central Services API (Global) – Designed for regional or national merchants/vendors or applications to conduct stored value transactions with cardholders at multiple institutions. Some examples of this API in use include our partnerships with Coke and Pepsi for providing integrated vending services.**

- Institution Specific API (Local) – **Requests sent to this local API endpoint are contained within the designated institution's Transact framework. For example, a Point-of-Sale provider's application may be designed to specifically interact with the local Transact instance. One such example of this API is a POS provider that uses the APIs to request a cardholder photo at the time of transaction to display to the cashier on the POS screen. A prompt might also ask if an email receipt is desired and if so, the POS application could request the email address and send a digital receipt to the cardholder.**
- Consumer API – **This API contains instructions and requests that enable a cardholder to perform transactions against their own accounts. One such example of this API being used is within our eAccounts mobile application which allows the cardholder to authenticate themselves and then make deposits to their accounts, view their transactions and suspend their card/credential.**
- Commerce API – **This API contains instructions that authorize transactions to be made against multiple cardholder accounts. For example, an institution web site might use the Commerce API to request authorization to charge the stored value account of a cardholder to pay for a particular product or service.**
- Customer Management API – **This API contains instructions and requests that enable the management of the data and privileges contained in a cardholder record. This includes demographic data, such as name and email address, as well as privileges such as meal plan and door access plan assignments. This API is especially useful for integrating with other enterprise systems at the institution, such as Student Information and HR Systems as well as Housing Management Systems.**

Additional information and technical documentation on all APIs are available upon request.

Self-Service Commerce | Copy/Print, Vending, Laundry, Account Management

Print/Copy

- **Copy and Print Services -** Transact has worked with most of the print/copy vendors in the higher education environment to provide real-time integration with our TSE platform.
- **Vending Services -** When it comes to beverage, snack and other self-serve vending functions, Transact is able to offer a number of software and hardware options to match NCPA's business and operational needs. We understand that schools may have different constituents they may want to serve with vending services on campus, so we provide various configurations that can accept and track cash/coin, campus card accounts and commercial debit/credit cards. Each of the options we have described below leverages the TSE platform.

Vending Services

- **Transact VR4101 Vending Reader -** Transact has designed, manufactured and supported its own in-house vending reader for many years. The VR4101 vending reader is able to support cash/coin tracking as well as the acceptance of campus stored value accounts for payment. Wired and wireless configurations are supported.

- **Payment Express Vending Reader -** Transact has partnered with Payment Express to provide specific credit card processing and payment gateway services for several of our solutions that require a PA-DSS/PCI compliant solution. The Payment Express Vending Reader is able to accept cash/coin, campus stored value accounts (closed loop), and commercial debit/credit cards (open loop) all within a single device. Credit card transactions are sent directly to and authorized through the Payment Express payment gateway. Campus stored value account transactions are sent directly to and authorized through the TSE platform.

- **Stored Value API – Coke/Pepsi/Canteen -** Several years ago, Transact started making modern RESTful APIs available to our clients and vendor partners because we understood that they wanted to have more flexibility and control over how different systems would interact with the TSE platform. The Stored Value API is one of several APIs available. In the use case of vending, major vending companies, such as Coke, Pepsi and Canteen – are using their existing card readers with the Transact Stored Value API to deliver transaction support for campus card accounts and debit/credit cards.

TRUCREDENTIAL ID AND CREDENTIAL MANAGEMENT

For NCPA, we are proposing our Datacard TruCredential – Transact Edition software solution with the SD460 Card Printer for the purposes of fulfilling integrated ID Card Production requirements. The TruCredential solution shares the same Oracle database with the TSE, enabling a centralized cardholder database for ID card production, photos, and transaction processing.

TruCredential

TruCredential is a browser-based application, allowing the card production interface to be accessed *anywhere and anytime* by an authorized user through any compatible web browser.

This enables portability and flexibility in card production operations. It also means less maintenance with no client software to keep up to date on multiple card production workstations. With our ***unique single-pass issuance process***, ID cards can be personalized, printed, encoded (magstripe) and programmed (NFC chip) all in one step. This eliminates the need for additional hardware/software and decreases the possibility for user error, allowing the cardholder to receive their ID card quickly and without any unnecessary friction.

> **"We saw [Transact's] Contactless solution as a way for us to keep pace with rapidly changing technology by adopting a solution based on industry standards."**
>
> Nirmal Palliyaguru
> Director of ACCESS and Conference Services, Santa Clara University

Physical ID Cards

Our product design philosophy includes the adherence to national and international standards wherever possible. Our solutions are compatible with the nonproprietary American National Standards Institute (ANSI) CR-80 size standard ID cards, which are 2.125" (plus/minus .002") by 3.375" (plus .000"/minus .010"). The thickness of the card stock is American Banking Association (ABA) standard .030" (30 thousandths of an inch), plus or minus .003". The radius of each corner of the card is .125". These cards meet International Standards Organization (ISO) standards as well as American Banking Association (ABA) specifications.

The Transact solution supports the production and utilization of an ID card credential that contains one or more technologies, including a standard American Banking Association (ABA) high coercivity magnetic stripe. The Transact application utilizes data encoded on Track II of the three-track magnetic stripe, leaving Track I and Track III available for other applications.

Transact developed its support for contactless credentials with an overarching mandate to support the international standard for Near Field Communications (NFC, ISO/IEC 18092). Transact supports three NFC contactless technologies that fall under the ISO 14443 standard: Mifare Classic, Mifare Desfire EV1 and EV2, and SONY FeliCa. We have created a fully integrated contactless ecosystem designed around the international standard for Near Field Communication (NFC). Our family of hybrid card readers accept both contactless-enabled and magnetic stripe credentials to allow for flexibility and to maximize schools' investments over time as technology and needs change.

Card Services

Institutions regularly have a need to issue ID cards to a large population of students, faculty, staff and other constituents. While a typical card operation is set up for easy single-card issuance, mass card personalization can be taxing on institution resources. Limited printer capacities can result in long lead times for on-site printed cards and excessive wear and tear that can lead to repairs and lengthy down times for card printing equipment. Card office personnel must also commit significant hours to managing a re-carding initiative.

Whether issuing cards to all incoming students or re-carding a larger cardholder group due to a change in technology or card design, outsourcing the card personalization and delivery process allows institution resources to be more efficiently utilized. Our full-service re-carding packages include complete management of the end-to-end process from card manufacturing to personalization to delivery, allowing schools to engage with a single point of contact to coordinate re-carding efforts. Our extensive and long-standing vendor relationships allow us to provide competitive card stock and personalization pricing, including mail services.

Mobile Credential

The Transact mobile credential employs Near-Field Communication (NFC) communication, an open-standard communication protocol in combination with the secure element in the mobile device. Specific to Apple iOS and devices, we utilized the secure element in combination while leveraging the Apple Wallet.

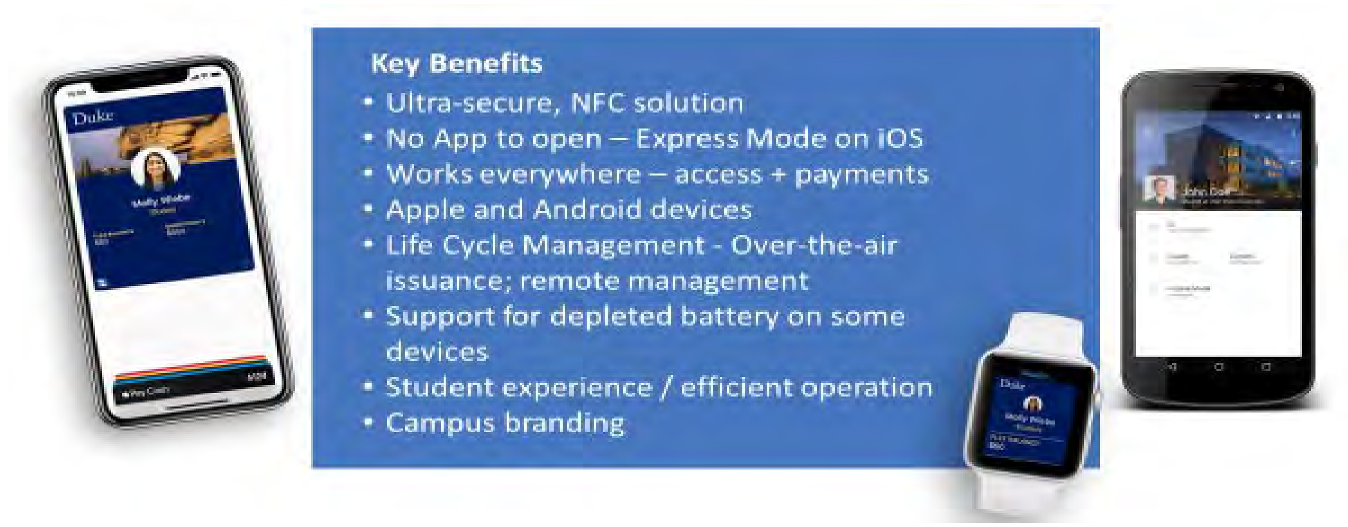
Our native NFC mobile credential is "frictionless" and delivers an elegant experience for the

NFC helps you be uniquely capable of serving the credential needs of everyone, anywhere, via card, mobile or other form

student. It is encrypted and highly secure, *facilitating cardholder-present financial transactions as well as maintaining the same high security standards for physical access of facilities, residential halls, and student events*.

We considered many technologies, and while sometimes appropriate for certain use-cases outside of higher education, we found them all to be wanting when it came the best combination of security and usability. One example, Bluetooth Low Energy (BLE), simply created too much friction in the user experience to ever present itself as a realistic option.

Every transaction type matters, but many transaction use cases in higher education require high-volume throughput with extraordinary reliability. Buying lunch at noon, getting into the rec center, entering an athletic event or accessing one's residence hall late at night – all these transaction types demand the simplicity and reliability that only an NFC-based credential can deliver.



NFC, with its multiple layers of security (including secure element) and "wave and go" user experience, offers a dramatically superior experience for the user, and feedback from users at our campuses have validated this assessment with unwavering certainty. No apps to open, no scrolling through a list of doors or devices, or confusion on how to engage, the Transact Mobile Credential offering is a perfect match for users.

Competing solutions simply ask too much of the user and cannot offer the ubiquitous or holistic solution that NCPA and your peer institutions are seeking. One credential is in fact all your students should be asked to use, and we look forward to helping schools make that a reality.

QUADPOINT ENTERPRISE POINT-OF-SALE SUITE | POS, ECOMMERCE, KIOSK AND MOBILE

The proposed QuadPoint solution has been a key component of our integrated point-of-sale software and hardware solutions that have been serving the higher education market since 1985, enhancing the operations of Universities and Colleges across the country. Transact is widely recognized for its innovative technology, rapid development, vast industry knowledge and responsive customer support. QuadPoint boasts specialized applications for collegiate athletics, dining services, bookstores, and campus retail operations that are currently deployed at more than 300 colleges and universities across the nation.

QuadPoint's suite of innovative products also includes eCommerce, Mobile and Self-Service kiosk options that are natively integrated with the core point-of-sale system.QuadPoint is a highly scalable, easy to manage, hosted POS offering designed for use in a wide range of retail and dining operations. This industry leading suite of applications facilitates item sales, order fulfillment and inventory tracking while taking full advantage of industry leading payment security technology.

QuadPoint Back Office Web Client
The intuitive and menu driven QuadPoint Back Office Web Client allows any authorized user to use any browser to access the system and manage all aspects of the business, including real-time reporting.

QuadPoint boasts a web-based "access anywhere" user dashboard for ease of use in configuration, system management and centralized reporting from registers, kiosks, mobile devices and ecommerce locations, in real time. With our proposed solution, we offer the enterprise flexibility and scalability to sell products and services in various ways across campus to increase the reach of dining services and retail operations while removing the cumbersome management burden from internal staff.

Features include:

- **A fully hosted solution that is highly configurable for your specific business needs**
- **Cashier operated terminals with various non-proprietary hardware platforms**
- **Kiosk solutions for self-service ordering and payment in retail and dining operations**
- **Mobile tablet offerings supporting line-busting, remote location sales and in-seat ordering**
- **On-line storefront for food ordering, general merchandise, ticketing and other items**
- **iSell, our iOS based mobile register solution**
- **Security payment technology including validated Point-to-Point Encryption (P2PE) and EMV options**

Mobile ordering

Transact offers a hosted mobile ordering solution which allows students to select a location, build an order, choose a payment method, and submit an order. Students will be notified when an order is received, view when it is being prepared and receive a message when the order is ready. The orders are routed to the location and received via a kitchen printer or kitchen display system.
Optionally, a tablet and barcode scanner can be utilized to scan a QR Code on the student's mobile device to verify they picked up the order. It may also be used to communicate with the student about their order, update order prep times and manage item availability.
The Mobile Ordering app does have a loyalty/rewards component included where customers can earn points for completing challenges and ordering from specific venues or specific items. These points can then be redeemed to enter contests which are determined by the school.

BIOMETRIC READERS

Transact has partnered with Idemia (formerly MorphoTrak) to provide the most trusted biometrics worldwide. Biometric readers provide authentication, privacy or data discretion, authorization or access control, data veracity, and non-repudiation. Readers can be used in commerce or security applications.

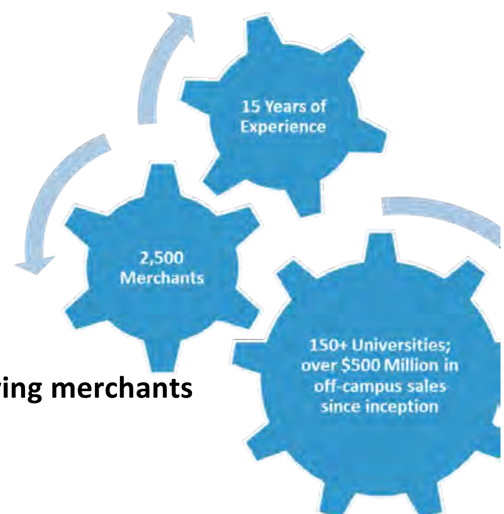
Biometric information includes:

- **Power can be POE or local power**
- **Access wiring is identical to any other Wiegand reader**
- **Multiple units may be networked via a non-dedicated network for remote enrollment**
- **Fingerprint templates are stored and biometric function takes place in each reader**
- **Template backup in MorphoManager software**

OFF-CAMPUS MERCHANT ACCEPTANCE – CAMPUS CASH

Transact has over 15 years of experience managing off-campus programs and welcomes the opportunity to partner with higher education institutions to build or expand upon their card program through campus cash services. Our current portfolio of clients includes over 150 institutions and thousands of merchants. The Campus Cash service includes the following:

- **Sustainable and strategic merchant recruitment (in alignment with available deposits)**
- **Merchant agreement negotiation and handling**
- **Automated Secure Electronic Settlement:**
- **Daily electronic payment to merchants (via ACH)**
- **Monthly fee collection & college/university royalty payment**
- **Daily and monthly electronic reporting**
- **Monthly electronic merchant statements**
- **Merchant Support Help Desk**
- **Web reporting tool for merchants and the college/university**
- **1099-K IRS merchant statements provided annually to qualifying merchants**
- **Merchant dispute management**
- **Merchant liability and compliance oversight**
- **Card Program Marketing Services and Support (highly recommended)**
- **Please read the terms and conditions at http://agreements.blackboard.com/bbinc/bboneschedule.aspx for a full overview of the CampusCash service.**



Merchant Recruitment

The Campus Cash Program Manager manages and directly oversees all merchant recruitment, negotiations, and contracting based upon goals and performance metrics set with the institution. The Campus Cash network currently includes more than 2,500 merchants nationwide, including national brands such as 7-Eleven, Chipotle, CVS and Papa John's as well as hundreds of locally-owned independent stores and regional/national franchises. Campus Cash clients enjoy direct access to these national partners and opportunities to deploy direct integrations at no incremental cost to the institution.

All off-campus merchants must be approved by the institution. Campus Cash is unable to add a merchant without the institution adding the merchant profile on the Transact system host. The Campus Cash Program Manager will work directly with the institution to identify and recruit potential merchants for program launch, as well as throughout the academic year (as supported by available deposits on account). The Program Manager will own all aspects of merchant outreach, communications, negotiations and relationship management.

Terminal procurement, configuration, deployment and setup are managed by Campus Cash. Merchants have the option to purchase or lease terminal equipment from Campus Cash (if necessary). Merchants may also run the Campus Cash application on PCI-compliant POS systems through a direct integration certified by Transact. Merchants have the option to transact over IP or using a dial-up connection.

Merchant Support

Campus Cash provides every merchant with round-the-clock live helpdesk support, 365 days a year. This support includes technical setup, terminal troubleshooting (including next-day replacements), financial reconciliation and general inquiries. With Campus Cash Central, merchants have online access to account information and self-help tools for optimal program performance. For the institution, Campus Cash also offers Blackboard Connect messaging services for instant emergency messages to the merchant community, delivered by phone, text, and email.

"The biggest factor in why we decided to implement a [Campus Cash] off-campus solution was the fact that [it] could provide us with a 'packaged solution.'
They handled all aspects of merchant services, from recruitment to customer service to settlement.
In addition, they designed and implemented a comprehensive marketing and communication plan – all within a short time period."
–John J. Meriano
Associate Vice President for Auxiliary Services
Quinnipiac University

Funds Settlement Overview

Financial settlement is handled by Campus Cash. Secure funds settlement is captured on a daily basis through an automated batch file created on the institution's Transact system. This process allows merchants to be paid automatically via Automated Clearing House (ACH) on a daily basis. Royalty payments from merchants are automated at the end of month, with fees calculated and deducted by Campus Cash with a single ACH deposit to the institution's bank account. Beyond daily reports, merchants and the institution have access to the Campus Cash Central website that provides detailed account history, report queries and financial statements.

Card Program Marketing and Consultative Card Program Support

The Campus Cash team can also provide card program graphic design and marketing services to help promote a school's ID card program and merchant network. The solution helps schools easily grow their merchant network with website, direct mail/email, featured deals and couponing.

Cardholder Self-Service Capabilities

eAccounts provides a user-friendly and convenient way for students, faculty and staff to manage their campus card accounts and review their transactions online and through a mobile app. The Student Accounts Management portal provides the ability for registered users to see their account balances, view transaction history and download/print account statements.

With the optional Web Deposits feature, users can also add value to their accounts using a credit card. The deposit can be a one-time payment or can be set up on a recurring schedule. A 'Guest Deposit' feature enables non-accountholders to deposit funds to an accountholder's stored value account(s).

The mobile application is available to cardholders at no charge and supports both the iOS and Android operating systems. The mobile app is also where cardholders can securely provision the Transact mobile credential to their phone.

In addition, the eAccounts Online Account Management portal delivers a way for cardholders to submit their own ID card/credential photos through our Online Photo Submission tool. This is an optional add-on feature to eAccounts. Administrators can then approve or deny the submitted photo. The system will also send approved photos over to the Transact cardholder database for future ID card production and mobile credential issuance.

- **Security Management: Should include enterprise door access control, student safety mobile app, urgent notification and IP video surveillance. These solutions should be stand alone or integrated into our campus card ID card, mobile and biometric technology. Lock down campus from any mobile phone anywhere on or off campus. Shut down total campus credential when needed by using one enterprise solution versus many disparate systems.**

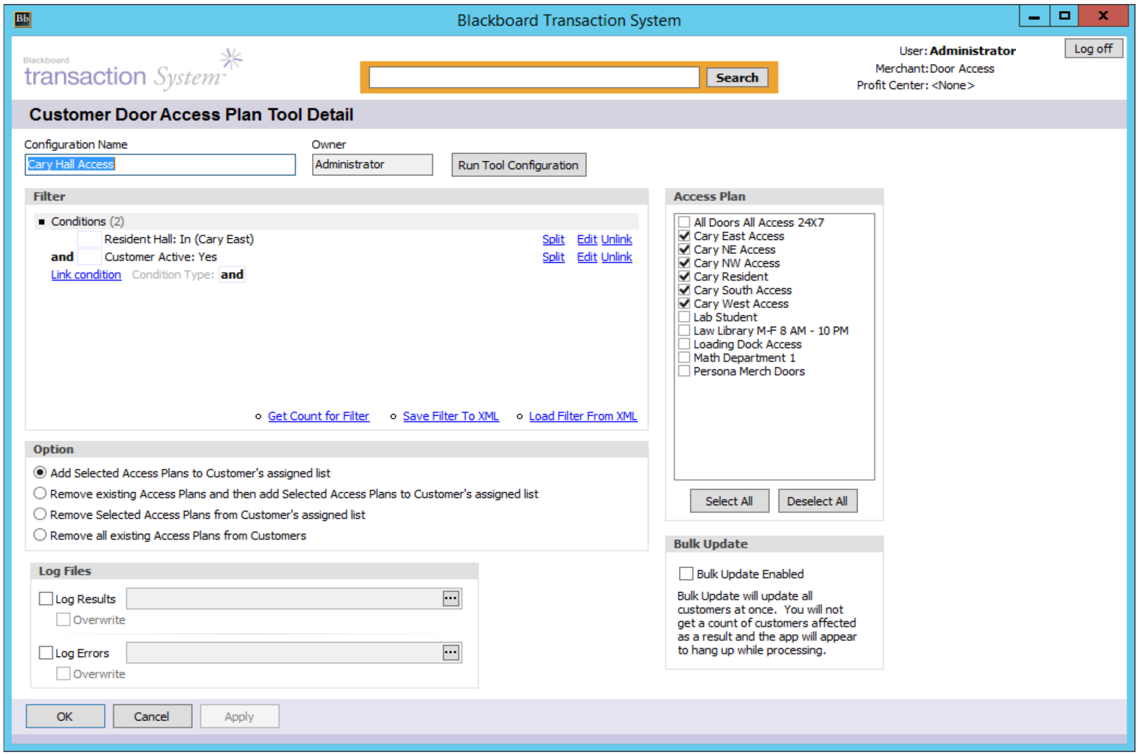
TRANSACT DOOR ACCESS | ONLINE WIRED AND WIRELESS OPTIONS

Transact has a 30-year history in the development of Door Access and Security Management software and solutions, as well as the manufacturing of integrated security devices (control panels and door readers). This experience and knowledge, combined with new, world-class innovation, qualifies us as the ideal partner to support NCPA as it envisions and architects its own new holistic system. The Transact partnership will ensure the architecture's technical interoperability and elegance.

Transact takes pride in developing our products specifically for the higher education market. Transact Door Access has numerous features that are geared towards the needs of a higher education institution. Some key features within the TSE access control module are as follows:

- Campuses have a need to make hundreds or even thousands of changes a day when it comes to access control. TSE Door Access has built numerous features such as the standard Import Tool, the Modify Tool and the Door Access Plan Assignment Tools to give institutions easier ways to manage granting and revoking access control privileges to large groups of Customers.

- All the System Tools mentioned above can be automated to run on a schedule. All the Tools have an unlimited number of configurations to update data. A sample screenshot of the Customer Door Access Plan tool is shown below.



With our system, administrators can easily manage access plan changes.

- Customer Define Fields (CDFs) – CDFs allow the campus to include unique data such has Residence Hall, Room Assignment, Class Level, Major, Full/Part-time student, etc. This data can then be used with Tools such as the Door Access Plan Assignment Tool to assign multiple access plans to groups of people based upon any combination of CDF information. For example, NCPA could create an Access Plan specific for North Hall and track all the residents in that hall with a specific CDF value (ex: Residence Hall = North Hall). The Door Access Plan Tool allows Operators to create a configuration specific for North Hall residence and assign access in bulk to everyone designated to be living in North Hall.
- TSE Door Access provides Door Override capabilities that help manage things such as students moving from one residence hall to another. An Operator would have the ability to change the students plan to the new residence hall, but at the same time grant them a few days in their old residence hall to move and then automatically expire that access. Door Overrides can also be used to more easily manage temporary access to a specific door(s).
- The Access Control Database is the same database that is used for all the Meal Plan and Stored Value activity on campus. This means a more simplified and streamlined data integration with Peoplesoft. If a student leverages the eAccounts Website or application to report a card

lost/stolen, access will immediately be suspended for all activity across Meal Plans, Stored Value, and Access Control.

- The TSE platform, including the Door Access solutions, provides the ability to support not only NFC Contactless technology, but also a Mobile Credential for both Android and iOS phones as well as Apple Watch. Other wearable technology, such as wristbands and fobs, could also be used.

Figure 1: Transact Door Access - DR4000 Series Access Control Reader Family

Security Management System (SMS) - Door Access

The SMS application is fully browser based which allows for easier deployment and management of the system across a large-scale enterprise with multiple workstations. Any internet enabled device -- including computers, laptops, tablets and smartphones -- may be used for setup, configuration, monitoring & administration. The SMS system has an intuitive user interface built on the concepts of navigating a standard webpage. We employ a two click navigation as a user should be able to reach their desired feature set within two clicks.

SMS allows for monitoring to be done in either a preconfigured layout, called the monitoring desktop, or a fully customizable layout, called the widget desktop. The Widget desktop is customizable per operator and allows for the display of different objects, referred to as widgets, of various size and screen location. Widgets include functions like portal/door unlock, portal/door status, event information, system status, and the explorer widget, which allows the user to bring web content into the widget desktop.
In addition, a user can select the functions (i.e. add a cardholder, add access level, etc.) they frequently use and pin them into their own navigation page. This will allow individual users the ability to customize their experience and navigation in the software.

Security Management System (SMS) - Video Surveillance

Surveillance cameras placed throughout campus provide views of key access control readers. Integrating the SMS systems allows safety officials in the central command center to receive an immediate visual of alarm sites, providing valuable information before dispatching officers. Real time monitoring for bullying, fighting, and other behaviors that may endanger students.

S2 Magic Monitor enables security, safety and informational content to be dynamically presented anywhere throughout the campus. Video streams from any S2 NetVR server can be directed to Page 6 of 10 any local or remote Magic Monitor display, simply by dragging and dropping cameras within the user interface. Other features include video playback from a live video stream, digital zoom on a live or recorded video stream and on-screen PTZ controls. Integrated advanced forensics make it easy to search, review and catalog video.

Much more than a video client, S2 Magic Monitor projects digital content such as images, signage, RSS feeds, television and promotional videos to any Magic Monitor in the system. Standard widgets for time zone clocks, traffic, weather and news feeds are built in. Emailed exports can be shared as images, clips or forensic cases with colleagues, managers or law enforcement.

S2 Mobile Security Professional S2 Mobile Security Professional is an app for iOS and Android devices that allows both management and staff at Idyllwild, to operate their S2 access control and video management systems from anywhere. With Mobile Security Professional, mobile staff can review surveillance video, monitor events and alarms in real time and manage evacuations. Cameras are accessible on demand, displaying high quality, high frame rate video. Video snapshots can be shared as needed. In response to event activity, staff is able to take immediate action such as remotely opening related doors and identifying a person of interest in video.

LIVESAFE

LiveSafe was co-founded by Kristina Anderson, the most injured survivor of the 2017 Virginia Tech campus shooting.

LiveSafe sets out to empower the personal safety for every member of the campus community. LiveSafe has grown into an award-winning innovative technology company that delivers risk intelligence solutions, safety communication infrastructure, and personal safety tools that power prevention.
Organizations that have deployed the LiveSafe solution include universities, Fortune 500 companies, financial services, technology companies, commercial real estate, malls, hospitals, stadiums/arenas and more. The figure below shows the simple, fast, and efficient three-step notification process.

Risk is everywhere but so are invested members of the community willing to share what they know to protect the organization they care about. LiveSafe delivers the tools to empower them.

From workplace injury to natural disasters, cyber-attacks, unauthorized persons, and sexual harassment the LiveSafe Mobile App gives the university/college community the ability to surface incident-preventing insights to the internal stakeholders that are responsible for handling the issue. LiveSafe innovates to systematically remove the barriers people traditionally encounter when coming forward with information, including the ability to invoke anonymity.

- **Attendance & Events: Attendance is highly correlated with student success. By encouraging and measuring class attendance as well as participation in campus events, an institution reinforces positives behaviors that ultimately lead to student success. Further, tracking attendance enables an institution to identify students at-risk and then engage in proactive remediation as appropriate.**

CLASSROOM ATTENDANCE

Transact offers a classroom attendance solution that was designed for the higher education industry and the unique dynamics of the classroom. Highlights include:
Flexible Course Management: Automate course imports from Student Information System via file transfer; or manually add or edit courses via web browser. With multiple instructor options, flexible days/times and course check-out + course check-in based on configured course times, schools get the flexibility to meet the needs of each instructor.
People Management: Automate student imports from a campus card ID system or virtually any other data source via file transfer; or manually add or edit students via a web browser. Use the quick view to easily edit courses in which students are enrolled.
Simplicity & Efficiency for Instructors: Get a quick view of current day or all class days. Plus, easily export attendance transactions to Excel for additional analysis
Easy Administration: With user-friendly web tools, reporting, imports/exports of data, configuration of devices and course collections and student information is straight-forward to use and easily managed.

EVENTS

Included in the core functionality of the TSE Hosted platform is an entire module dedicated to activities and events tracking, with *no additional software licensing costs required*. This extremely flexible and configurable module is perfect for all sorts of activities and events where schools need to validate eligibility for a specific privilege – such as gaining entry to a Recreation Center – or where schools need to simply track and monitor attendance traffic. We offer various reader options to support this function depending on the business and location requirements for the events/activities taking place, including our MF4100 and PR5000 reader devices, as well as iValidate – an iOS mobile solution.

- **Financial Services & Our Payment Platform: Financial solutions go well beyond closed-looped transactions. For example: deposits, transfers, tuition payments and financial settlement to the student's ID card. The financial services capability should deliver a platform that supports a vast ecosystem of partners and provider of services. A key to fundamental access to education is the ability for a student or supporting parent to manage their education finances. A full suite of financial capabilities ensures that**

both students and parents have the necessary tools to not only manage their finances, but to support and increase the probability of matriculation and continued persistence.

TRANSACT PAYMENTS POWERED BY CASHNET

Transact Payments powered by Cashnet can streamline payment processing and systems' management for colleges and universities by consolidating the payments processed in the following Cashnet Commerce components:

Cashnet Administration

Cashnet Administration is the foundation for all solution components. It contains the database and stores information including reference data for customers, transactions and structures for financial reporting. Cashnet Administration is the host for application security, audit history and transaction and reconciliation reporting providing extensive tools and reporting for system, financial, business, and technical management.

Cashnet Cashiering

Cashnet's Cashiering feature enables the college or university to process quick and secure over-the-counter, back office payments and departmental deposits campus-wide. The institution can accept payments anywhere with mobile capabilities. Features include:

- Web-based, unlimited cashiering licenses for campus-wide payment processing.
- Business Office regulated payment processing and security controls.
- High speed, secured Internet communication, providing authorizations in less than two seconds.
- Optimal security through extensive data encryption technology of all log files and data communication.
- Supports both student and non-student transactions, as well as cash management activities.
- Enhanced automation and functionality streamline processes and reduce manual efforts, significantly lowering costs.
- Includes Electronic Departmental Deposits enabling departmental users to record deposits without the need for paper advice forms.

Cashnet eMarket

Cashnet eMarket provides the school with a unified strategy for managing and controlling web commerce on campus. With Cashnet eMarket, schools can integrate the collection, processing, and posting of all payments to the school collected by various departments on campus. Cashnet eMarket encompasses three valuable solutions to assist departments in the development, processing and posting of payments collected on their departmental website:

- **Cashnet Storefront Template–driven solution** for departments that would like to offer merchandise online but do not have a storefront

- **Cashnet Checkout –** Provides shopping cart summary and check-out functionality, including e-mailed receipts and customer payment history
- **Cashnet Gateway –** Integrates back-end payment processing for existing secure applications

Benefits of the the Cashnet eMarket module include:

- Significantly reduces campus administrative costs;
- Increases revenue sources by extending payment acceptance to all departments;
- Improves customer service with secure, single sign-on ability and around the clock access;
- Streamlines business operations to every form of payment.

Cashnet eMarket utilizes the same PCI-compliant foundation and payment processing gateway as the ePayment, Cashiering, and Payment Plan modules (described in this section).

Cashnet ePayment

Enables institutions to provide the ability for students and parents to view balances and make payments anytime over the web and get account updates in real-time. ePayments Offers students control over administrative permissions and the ability to create FERPA-compliant Parent PINs. Features include:

- Dynamic account presentment and payment web site.
- Real-time account inquiry and payment posting.
- Payment options include: ACH, credit cards, pinless debit, campus one cards, foreign currency, MasterPass virtual wallet and select 529 plans.
- Other services include ability for the student to authorize 3rd party payers, set up automated recurring payments, and account management features.
- Includes Cashnet SmartPay, our outsourced credit card convenience fee program.

Cashnet eBill/Dynamic Bill

With Cashnet's eBill module, colleges/universities can present bills online, eliminating the cost of postage, paper and handling all while providing enhanced service to students and parents. Features include:

- Customized bill template for presentation on the web page.
- Automatic email notification to students and third-party payers when bill is available.
- Administrative site for viewing bill activity.
- Real time presentation of account details.

Cashnet eRefund

Our eRefund module makes disbursing refunds effortless by allowing fast and easy electronic processing for financial aid refunds. Cashnet eRefund provides schools with a mechanism to disburse refunds to the student through an electronic enrollment process combined with the automation of the ACH process. eRefund reduces the costs associated with printing, verification, distribution, returned check handling, and the opportunity costs associated with staff focusing on this highly labor-intensive effort. The ACH process has been proven to be the lowest cost alternative for an institution to deliver a refund to students.

Cashnet identifies two different types of refunds: a refund for a particular transaction (i.e. a credit card refund for a dropped class) and refunds for excess financial aid and/or cash-based purposes.

Cashnet SmartPay

SmartPay offers a one-stop web payment processing solution for credit card transactions. It relieves the administrative burden of the school's Business Office staff, meets the security challenges and eliminates the need for institutions to absorb the credit card usage fees.
SmartPay provides 24/7 self-service with single sign-on campus portal integration and self- registration.
Cashnet performs all of the bank credit card reconciliation and fund transfers as well as provides an 800 customer help desk for the institution's customers.
The college or university has the ability to determine which type of charges will carry a convenience fee. When a student makes a payment against that charge, he will be assessed the convenience fee. The student is notified several times during the transaction that a fee is being assessed.

Cashnet Payment Plans

Our Payment Plans modules allows students to electronically enroll in one or more payment plans designed and tailored for the institution. We also offer Full-Service Payment Plans that give schools all the features of Payment Plan Software with full-service and marketing support. Features include:

- Flexibility to create and manage multiple, concurrent plans
- Option for recalculation of plan amounts due after receipt of financial aid or changes in a student's enrollment status
- Easy enrollment for students or parents through the web portal
- Integration with ePayment for real time payment posting
- Schools receive funds daily
- Upcoming payment due dates and receipts automatically emailed to students and/or parents
- Managed by the school or Cashnet

Cashnet Mobile App

Cashnet has developed a mobile application version of Cashiering and eMarket that allows administrative users with the appropriate permissions to accept in-person payments. Cashnet's Mobile App makes it easy to process transactions all over campus. With the Mobile Payments App, the college/university can accept payments on the go by turning an iPad device into a cash register.

- **College Store Management: Campus Store solutions should enable institutions to serve their students and deliver content in the manner they wish to consume (print, digital or print on demand) and wherever they wish to consume. Equally important, the technology builds trust and confidence between the institution and the student by presenting all purchase or rental options with perfect visibility into pricing alternatives from multiple content providers. The student purchases knowing they have received best value.**

Transact provides in integration via API and TIA's (as explained in the integration section).

- **Concessions: Events are a large part of any campus experience. For example: ticketing, event access, promotions and payment options. Specific to alumni, Institutional Advancement is critical. Campus venues must equal the service experience of professional venues these alumni visit. They expect the same service**

options without the friction. This requires the latest technology and service strategies, from mobile ticketing to in-seat-ordering to cueing for pick-up or delivery.

Transact has a proven track record in higher education concessions environments. Currently, we are successfully serving clients such as Georgia Institute of Technology and the University of Cincinnati for the Athletic Events. To meet the constantly evolving needs of our client base, we use the feedback we receive from both our customers and user summits at the National Association of Collegiate Concessionaires (NACC) to develop our product and incorporate these specific needs into our products.

Transact offers QuadPoint, a point-of-sale (POS) solution delivera a feature-rich shopping experience for students, faculty, and fans. Highly scalable and designed for use in a wide range of retail and dining operations, QuadPoint's industry leading suite of applications facilitates item sales, order fulfillment, and inventory tracking while taking full advantage of the latest payment security technology. QuadPoint's user-friendly interface has a customizable touchscreen for POS and Mobile formats; administrators can configure button sizes, fonts, colors, labels, images, and position.

QuadPoint offers the same purchasing experience available at event concession stands as at other venues. Stand-alone kiosks can host QuadPoint on the arena concourse to provide flexible ordering and payment options for fans.

The self-service kiosks can use the same items as the registers with the same modifier options and accept the same payment methods. The kiosk can be customized with school colors, images and advertising for branding needs. Items can be selected by button entry or scanning barcodes to add to the cart. Items can be purchased directly on the kiosk with cashless payment options or the order can be suspended, sent to the stand for fulfillment and then resumed at a register for payment.

QuadPoint software collects sales data and aids inventory control with real-time low inventory alerts. The system also tracks event details such as date/time, opponent, weather, attendance, result and any customized field such as a promotion. Once the attendance information is entered it will immediately calculate the Per Cap information based on sales. Sales information from outside vendors can also be manually entered to be included in the Per Cap calculation.

QuadPoint manages the stock levels in each stand or station with an on-hand inventory function. Users determine a list of items to track per stand and per event. The system tracks these items with a Check In process for the initial count. The system can track transfers in and out, waste, and meals eaten by staff. At the end of an event users enter a final count, then the overage or shortage calculates immediately.

The system can also track percentages for payouts to groups such as Non-Profit Organizations (NPO) based on type of event and specific items sold. For example, branded items may have a lower percentage than standard concession fare. The percentage may also differ from a football event to basketball to softball.

These entries can be made on a register in the stand, the BackOffice web client, or using the QuadPoint Dashboard iOS mobile app.

TAB 8 – VALUE ADDED PRODUCTS AND SERVICES

- **Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.**

While we have provided an extensive overview of our services in response to NCPA's RFP, we are always open to work with clients to discuss their specific needs and service scope. Transact provides expert consultative, project management, and product management services to meet the specific needs of individual cardholder communities. Our experience and qualifications are in the combined fields of electronics, software engineering, communications and campus-wide ID products and systems. Our competitive strength results directly from our technology leadership in the fields of real-time computer application systems, communication protocols, rugged and reliable online card readers, credential management, user-friendly software, and multi-user, multi-tasking operating systems.

Transact provides hundreds of colleges and universities with One Card, POS and Security solutions that enable students to perform transactions quickly and easily while reducing administrative complexity. The Solution's integrated, multichannel delivery gives students the power to use their campus ID credentials (card/mobile device) to purchase when and where it is most convenient—online, on a mobile device or at a register. As the industry evolves, Transact will continue to offer our clients state-of-the-art products and services.

Tab 9 – Required Documents

- Clean Air and Water Act / Debarment Notice
- Contractors Requirements
- Antitrust Certification Statements
- FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- Required Clauses for Federal Assistance by FTA
- State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	Transact Campus Inc.
Print Name	David Marr
Address	22601 N 19th Ave. , Suite 130
City, Sate, Zip	Phoenix, AZ 85027
Authorized signature	David B. Marr
Date	11/14/19

Contractor Requirements

Contractor Certification
Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature Daniel B. M[illegible]

Date 11/14/19

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	Transact Campus Inc.
Address	22601 N 19th Ave Suite 130,
City/State/Zip	Phoenix, AZ 85027
Telephone No.	(623) 476-1400
Fax No.	(623) 476-1437
Email address	david.marr@blackboard.com
Printed name	David Marr
Position with company	Chief Executive Officer
Authorized signature	David B. Marr

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause ~~or convenience~~ in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
    a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
    b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
    c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
    d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
    e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
    f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation play issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5) ~~Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions 72 regarding patents:~~
    ~~a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.~~
~~6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:~~
    ~~a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:~~
        ~~1) The copyright in any work developed under a grant or contract; and~~
        ~~2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.~~
7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect ~~and photocopy~~ such records for the purpose of making audit, examination, excerpts, and transcriptions.
8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, ~~payrolls,~~ and other data and records with regard to the Project, and to audit the ~~books,~~ records, ~~and accounts~~ with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

   a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

   b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"*, therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicablerequirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

~~The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.~~

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

knowingly

knowingly

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml
http://nces.ed.gov/globallocator/
https://harvester.census.gov/imls/search/index.asp
http://nccsweb.urban.org/PubApps/search.php
http://www.usa.gov/Government/Tribal-Sites/index.shtml
http://www.usa.gov/Agencies/State-and-Territories.shtml
http://www.nreca.coop/about-electric-cooperatives/member-directory/
https://sos.oregon.gov/blue-book/Pages/state.aspx
https://portal.ehawaii.gov/government/
https://access.wa.gov/governmentagencies.html

ORGANIZATIONAL CHART: CONSULTING