

# INTEGRATED PAYMENTS FOR



**Region 10 ESC**  
*Experience the Power of 10*



**TRANSACTION**

## RESPONSE TO: REQUEST FOR PROPOSAL FOR PAYMENT PRODUCTS AND SOLUTIONS

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Education Service Center, Region 10  
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November 5, 2020



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Sue Hayes  
Chief Financial Officer  
Education Service Center, Region 10  
400 E Spring Valley Rd  
Richardson, TX 75081  
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Dear Ms. Hayes:

Thank you for allowing Transact to respond to the Region 10/Equalis Group request for proposal for Payment Products and Solutions (RFP Number R10-1107). Transact looks forward to building a partnership with Region 10, the Equalis Group and its members. Like Region 10 Transact is committed to being a trusted, student focused partner to our clients. We are pleased to offer our RFP response that highlights how Transact's solutions will provide Region 10 participating entities with industry-leading technology and services all while exceeding their expectations.

As you'll learn from our RFP response, Transact's goal is to create a superior student experience through our integrated payments, and transaction systems. We are proposing a cost-effective approach that will provide Region 10 participating members with a powerful, scalable applications to meet the ever-changing needs of the K-12, higher education, and government market.

I am fully committed to being an advocate to help grow the Equalis Group's member community; and, I'm dedicated to ensuring Region 10 and the Equalis Group are always top of mind when positioning our solution to new and existing institutions.


I look forward to the next steps in the process and the opportunity to serve Region 10/Equalis Group and it's ever growing member base for years to come!

Respectfully submitted,

*Bernie Tokarz*

Bernie Tokarz  
Strategic Account Manager

# TRANSACT



## INTEGRATED PAYMENTS

Provide payment services for students and families to easily understand financial obligations and payment options.



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## EXECUTIVE SUMMARY

Region 10 Education Service Center (Region 10 ESC) has made clear through its request for proposal (RFP) that it seeks a partner with a proven track record of providing comprehensive payment solutions and services. Through market-leading transaction and privilege management software and innovative payment solutions, Transact enables a connected experience across the spectrum of student life.

### Region 10 and Transact’s Shared Commitment to Customers

Just as Region 10 believes in being a “trusted, student focused partner,” Transact’s mission is to transform the student experience and deepen engagement through continuous innovation. In fact, no other vendor in the market possesses the depth and breadth of technology solutions and world-class service that Transact provides. Our history of services specifically tailored to your members gives us with unparalleled capabilities to leverage learnings and best practices acquired over the past three decades.

Like Region 10, Transact is passionate about creating an exceptional customer experience. We see the provision of mobile payments and credentials as the intuitive next step up for all your members as it allows students and employees alike to use their mobile devices for transactions anywhere. The mobile credential will provide a frictionless experience for everyone by reducing barriers to access throughout a campus.

### Services Tailored to Each Client

Since the mid 1990’s, Transact, has collaborated with hundreds of colleges and universities effectively and thoughtfully to serve a diverse population of learners. Although we’ve helped our clients create friction-free ecosystems hundreds and hundreds of times, we’ve never installed the same solution set twice. Our solutions are tailored to each institution based on their goals and business requirements.

To achieve a tailored solution, Transact will collaborate with Equalis members on three primary objectives:



**To create a superior student experience** through a unified and robust ecosystem of native functionality (Transact’s innovative proprietary solutions) and partner integrations (such as student information systems)



**To provide a flexible administrative workflow** that accommodates future growth and expansion of each Equalis member institution as their needs change over time



**To provide greater institutional intelligence**, not just more data, from all areas— campus commerce, food service, security and building access, attendance recording, and others

These three objectives will serve to elevate the institution’s overall brand which, in turn, improves recruiting, helps retain students, and fosters better alumni relations. Similarly, providing Region 10 partner agencies access to Transact’s services will help elevate the Region 10/Equalis brand by in bringing cutting-edge technology to the Equalis member base.

As an organization, Transact's focus has been on growing our inherent capabilities and investing in development efforts that positively impact our clients. Our successes over the past several decades is a result of this internal focus rather than building an amalgamation of loosely coupled subcontractors.

Rather than operate on the edge of our clients' ecosystem, we are at the heart of campus life, delivering an operating system that ensures a seamless flow of coordinated and successful outcomes. No other single provider can make such a statement without materially misrepresenting their company's native capabilities.

### **Conclusion**

As Region 10 in partnership with the Equalis Group grows to serve a more diverse client base nationwide, we see an exciting opportunity for Region 10 and Transact to begin a partnership. Together, we will help Region 10/Equalis members create an exceptional student experience that supports institutional and business goals. Transact's solution is robust and cost-effective and provides all users of a master agreement for payment products and solutions with unparalleled expertise, experience, and proven solutions.

It would be an honor and a privilege to collaborate with Region 10 and the Equalis Group in the months and years ahead.

We look forward to receiving the news of the award so we can further grow our business together.

## **COMPANY PROFILE**

### **1. What is your company's official registered name?**

Transact Campus Inc.

### **2. What is your company's Dun & Bradstreet (D&B) number?**

The DUNS for Transact Campus Inc is 116983184

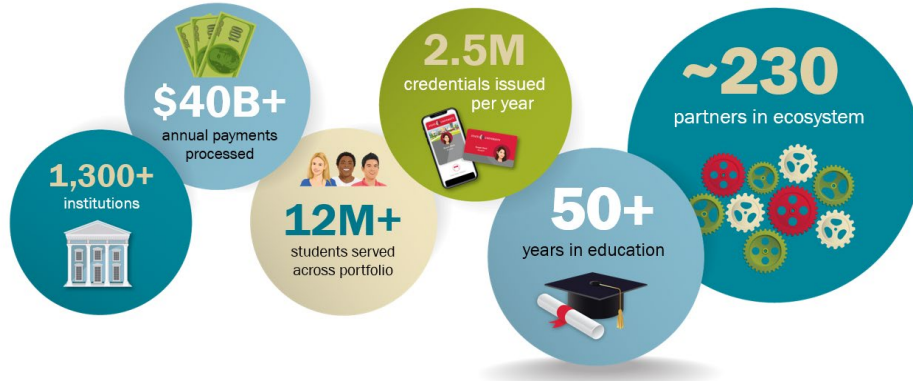
### **3. What is/are your corporate office location(s)?**

22601 N 19th Ave  
Suite 130  
Phoenix, AZ 85027

### **4. Please provide a 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

**5. Who is your competition in the marketplace?**

Transacts main competitors are Touchnet, Cbord, Heartland, and Atrium.

**6. What are your overall annual sales for last three (3) years?**

As a general policy, Transact does not provide financial statements. Transact is a leading provider of technology and payment services to the growing global education market. We currently serve approximately 1,200 clients within the higher education, elementary, secondary education and corporate markets. Our annual revenues are over \$190 million per year, and we are always investing in research and development to support product innovation. As of May 1, 2019, we are privately owned by Reverence Capital Partners (<http://www.reverencecapital.com/>) who contributed more than \$300 million of equity capital into our business.

**7. What are your overall public sector sales, excluding Federal Government, for last three (3) years?**

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**8. What differentiates your company from competitors in the public sector?**

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 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 our RFP responses, please keep in mind the following 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.

**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 Cloud POS.

**A Leader in Integrated Payment Services for Higher Education**



Transact has over 30 years of experience delivering cashiering and payment solutions that help institutions streamline transactions for students and staff. Since 1988, the Cashnet solution has been 100% focused and dedicated to the design, development, implementation, and support of solutions for the higher education industry, serving some of the most innovative colleges and universities throughout the country. Our attention is focused on the higher education marketplace, rather than being all things to all people across many industries. We also differentiate ourselves by making and keeping commitments to our clients. In fact, we have never had a failed implementation, and many customers will testify that their experience with the installation of the Cashnet Suite was their first successful experience implementing a new system.

**Why have colleges and universities across the United States chosen the Transact Payments powered by Cashnet as their solution of choice?**

There are seven key reasons:

**1. All-in-One Place, All-on-One Page**

Our system is designed to be naturally intuitive. Payment and billing information is presented to students or parents in one place. The Overview Page allows students to view their account balance, make a payment, and enroll for payment plans – all on the same page. This may sound simple and it is – by design. Students and parents want to move quickly through the payment system without having to click tabs to see the information necessary to make a payment. The design philosophy benefits the School as well because it reduces the number of calls or e-mails from confused students or parents.

Students arrive at the Student Account Online page through the school’s portal. They are presented with real-time account information, and payments can be processed quickly. There is no need to “tab” back and forth between bills, payments, and/or enrolling in other services.

All-in-One place is the design philosophy of Transact Payments software.

**2. Reliable Fiscal Year Budgeting**

Transact subscription fees are not only affordable, they are fixed. With Transact, you can reliably forecast your IT expense over the next five years. Some vendors price per transaction or per bill or per check. With transaction or item costing, you never know what each month, quarter or year will bring as students adopt the technology you have worked diligently to promote within the School. A hidden cost of per transaction pricing is the additional work created by the necessity to reconcile yet another group of transactions. If a vendor charges per check, a different amount per credit card, yet another amount for returns, and then costs for storing your data more than 12 months, then these costs must be reconciled, audited, and approved on a monthly basis.

With Transact, during the budgeting process for the Student Accounts department, you can go forward with an expense figure for your operation that *will not vary with use*. Per transaction pricing is seductive but only beneficial if very few people use the system. This is exactly opposite of what Transact and your institution want to accomplish with the implementation of an online billing and payment system. We want people to actively use the system and do not want the School penalized for increased adoption and utilization.

Transact subscription pricing is fixed – guaranteed.

**3. Tailored, not custom**

One size does not fit all. Delivering software through the internet that is tailored for each institution is a problem that has been solved by Transact Payments. Customers have shared with us that other vendors force fit the application to the institution. Transact has uniquely solved the issue of tailoring the application to each environment without creating customized software for the School.

The School can benefit from a solution that is geared towards the business practices and environment in place today. Our approach enables moving forward with enhancements (see below) without risk of interfaces not working or underlying data no longer displaying.

Transact Payments is tailored to fit your environment.

#### **4. Software as a Service**

Our clients love the continual, automated, easy access to technology enhancements our software as a service model provides. There is no need to pay for custom development or buy a new upgrade every time technology takes a step forward and you will never have to struggle with painful data conversions. Each software enhancement will function on top of the data without you having to do anything. We have eliminated the issues of version upgrades, additional support and infrastructure costs.

Transact has been successfully delivering a full suite of applications in a hosted environment longer than any other provider. The benefit to the School is that you can take full advantage of the experience we have gained from working with other Universities and Colleges.

#### **5. Complete Service Suite**

For an affordable annual subscription, Transact clients access a complete suite of essential applications on demand via the Internet. Implementation fees are significantly lower than developing custom solutions or purchasing proprietary software and hardware. And as too many have learned too late, initial custom software development outlays are a mere fraction of the long-term costs. Spreading infrastructure, development, maintenance and future innovation costs across a broad base of users means you can access best-in-class tools that would otherwise simply be out of reach.

We are continually adding to the circle of service and continually adding new products, product extensions, and enhancements that supplement our current offerings. The design of our product enables Colleges and Universities to seamlessly add modules over time without recreating data structures or incurring significant deployment time.

Transact's complete product suite is one that continues to provide improved efficiency, lower risk and a generous return on investment.

#### **6. Reliable ERP Integration**

Transact is focused exclusively on the higher education market and is a partner with a number of ERP solutions, including Workday, Ellucian, Jenzabar, and Oracle/PeopleSoft. Everyday student account balances are being presented in real-time, payments successfully processed, payments reflected in the student system, and the financial systems balanced with this activity.

We have been accomplishing for years what some are now just undertaking regarding both hosting of applications and interfacing to ERP systems. The benefit of our expertise has been obvious to those that have experienced our competitors' products relative to our ability to keep data in-sync.

#### **7. Actively Certified PCI-DSS Level 1 – more than Complacent Compliance**

Certification with the Payment Card Industry Data Security Standards is of utmost importance to any institution desiring to process credit or debit card transactions. Transact has undertaken the resource commitment and expense to certify at the highest security level. Some vendors choose not to undergo the rigors of certification

and instead opt for a non-specific standard – compliance. Vendors who opt for the lesser standard often respond with some type of general audit practice designed to address accounting or governance issues.

For Transact, the issue is simple. Certify at the highest level with the organization that specializes in credit card payment security, PCI-DSS. The School should examine the PCI list of certified companies to determine whether a vendor has undertaken this level of security.

Transact Payments powered by Cashnet solutions protect the privacy of customer educational and financial information, and must meet the requirements of all applicable federal regulations, including the Family Educational Rights and Privacy Act (FERPA), the Gramm-Leach-Bliley Act (GLB), Red Flag Rules, and the Americans with Disability Act (ADA).

Transact is actively certified – more than complacently compliant.

### 9. Please provide your company’s environmental policy and/or sustainability initiative.

Transact offers managed-hosting and cloud-hosting solutions that significantly reduce the amount of power required to run a Transact software application. Additionally, in its offices, Transact has implemented solid waste recycling programs, promotes carpooling, work from home arrangements and has 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.

#### Flexible Work Arrangements (FWA) Program

One of the company’s most significant “green” initiatives has been our Flexible Work Arrangements (FWA) program. By establishing 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 on the region has been reduced.

#### 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.

**10. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with?**

No, Transact does not have a formal Supplier Diversity Program. However, we are cognizant of engaging the services of diverse suppliers when they meet our needs. For example, we recently selected a travel agency that is a minority-owned (women-owned) business.

**a. If the answer is yes, do you plan to offer your program or partnership through Equalis Group? (If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)**

N/A

**b. Will the products accessible through your diversity program or partnership be offered to Equalis Group members at the same pricing offered by your company? (If answer is no, attach a statement detailing how pricing for participants would be calculated.)**

N/A

**11. Diversity Vendor Certification Participation - It is the policy of some entities participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.**

**a. Minority Women Business Enterprise. Respondent certifies that this firm is an MWBE**

Transact does not hold this certification.

**b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE). Respondent certifies that this firm is a SBE or DBE**

Transact does not hold this certification.

**c. Disabled Veterans Business Enterprise (DVBE) Respondent certifies that this firm is an DVBE.**

Transact does not hold this certification.

**d. Historically Underutilized Businesses (HUB) Respondent certifies that this firm is an HUB**

Transact does not hold this certification.

**e. Historically Underutilized Business Zone Enterprise (HUBZone). Respondent certifies that this firm is an HUBZone**

Transact does not hold this certification.

**f. Other Respondent certifies that this firm is a recognized diversity certificate holder**

None

**PRICING/PRODUCTS/SERVICES OFFERED**

**12. Please outline your products and services being offered, including the features and benefits and how they address the scope being requested.**

To meet the integrated payments needs of Region 10 ESC colleges and universities, we are proposing

- Transaction System Enterprise (hosted or self-hosted options)
  - eAccounts
  - Mobile Ordering
  - Transact Cloud Point of Sale
- Transact SaaS
- Transact Payments powered by Cashnet

Below we provide an overview of these products and services.

**TRANSACTION SYSTEM ENTERPRISE**

Transaction System Enterprise (TSE) makes it easy for students, faculty, and guests to access facilities, attend events, and make purchases on and off-campus. Think of it as a passport to life on campus. Satisfying the enterprise needs of nearly 500 campuses, TSE is designed specifically for the educational community. Students and faculty enjoy the ease of use they expect, along with the security and functionality that comes with a single, student ID credential.

We will offer schools the option of either having Transact host the system or it can be self-hosted by the school. If schools want to self-host for the first year or two then move to the hosted option they can do so. We will give the option to move this system where it makes the most sense for them.

- **Designed for Higher Education** – TSE was designed to be the system of record for transactions across a campus. The key to a one card / one credential system is to allow the cardholder to immediately access their accounts in real-time at multiple locations around the campus using the same credential. TSE can be configured so that cardholders and cashiers don't have to decide what account to draw from when multiple accounts are available such as General Debit, Free Print, Flex, Bookstore, and so on. With the policy engine in TSE, this can be decided based on tender, location, drain order or any piece of demographic information in the customer record in real-time.



- **Real-time Integrations** – Transact has created an ecosystem with most of the vendors in the higher education environment that can accept campus credentials as a tendering method. These partnerships allow us to perform real-time account verification and funding from the cardholder’s accounts in TSE from third-party systems. These direct transaction integrations are performed through our Transaction Integration Agents (TIAs) and/or Application Programming Interfaces (APIs).
- **Secure and Reliable Hosted Solution** – 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 enterprise solution with the convenience and cost savings of hosted offerings. TSE includes, but is not limited to, the following 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, antivirus, anti-malware, 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 the scheduled maintenance period (or custom window if not long enough).
  - SOC2 compliance and oversight.
- **Actionable Intelligence & Extensive Reporting** — Schools will be able to collect transactional and behavioral data that provides insights to optimize service delivery and operations.

The TSE platform includes a web-based Reporting System application. The Reporting System can be accessed through any supported web browser. The Reporting System contains more than 100 different report configurations that can be used for auditing and tracking various types of activity in the system. Reporting data may be exported in multiple formats, including CSV, Excel, PDF, etc. When exporting into Excel, the data can be made pivotable.



**EACCOUNTS ONLINE AND MOBLE ACCOUNT MANAGEMENT**

Bundled in with the TSE Hosted license 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 shows real-time meal plan, point, and stored value account balances, transaction history, allows print/download account statements (up to 24 months), and makes it easy to deactivate a lost or stolen card/credential immediately. When activated, the eAccounts platform also enables eligible account holders to keep a mobile credential on their mobile devices (Apple and Android platforms are supported).



Self-service portal via mobile and online



Immediate access to funds



Transaction history for better budget management



Web deposits for stored value accounts



Low balance alerts and auto-top-off



Real-time deactivation for lost cards

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 within an automated recurring schedule.

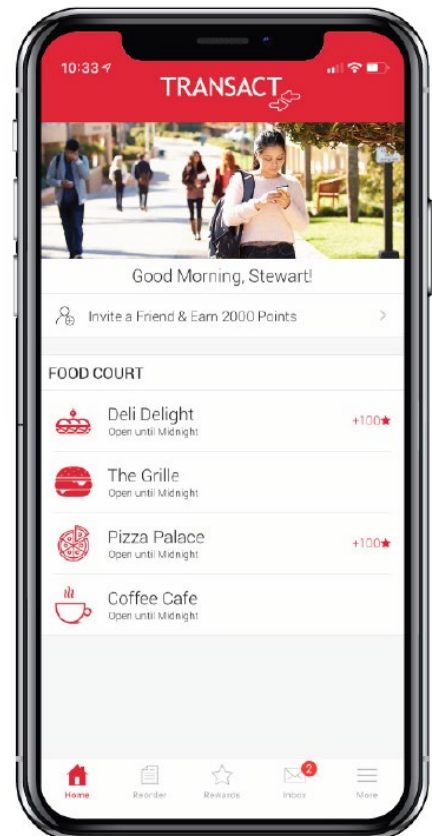
**MOBILE ORDERING**

Transact provides the ultimate convenience for your students with real-time mobile ordering from any location with no transaction fees. The simple ordering process allows a student to choose a restaurant, personalize their orders, select a payment method, and submit an order—all from their mobile devices. Students will be notified every step of the way and receive an accurate estimate of when their order will be ready—using past orders, time of day, queue length, and individual item prep times.

Mobile ordering seamlessly integrates with the Transact CloudPOS system and allows students to pay with their stored value accounts, credit cards, and meal plans. The University can leverage current investments by using existing kitchen displays and/or receipt printers with our robust hardware and software partner ecosystem.

Schools can customize the app to fit the unique needs of your campus. Our module-based platform is extremely flexible and integrates into your operational flow, allowing you to position printers and pickup areas to ensure an exceptional student experience.

To help increase engagement, the Mobile Ordering app uses the intuitive dashboard for real-time control of menus, hours, rewards, push messaging, announcements, and more—allowing you to turn these insights into powerful actions. Administrators can set up customized reports, and access unique user data and trends. Encourage feedback with a mobile rating prompt or in-app call-to-action.



## Transact Mobile Ordering benefits

- Built for campus auxiliary & dining services
- Campus-managed solution
- Fully customizable to support your campus brand
- No transaction fees
- PCI compliant
- Optional incentives & rewards program



Improve student satisfaction



Drive student engagement



Increase revenue by 26%\*



Reinforce campus brand



Encourage feedback



Use loyalty to incentivize behavior

Mobile Ordering also helps influence behavior with incentives and rewards. This optional feature allows students to earn points for accessing services across campus—from dining, campus store, and retail purchases, event tickets, athletic centers, parking fees, and much more. The University can encourage ordering during off-peak hours or reward students for healthier eating choices.

### TRANSACT CLOUD POS SOLUTION

Cloud POS point-of-sale solution makes your job easier while delivering a feature-rich shopping experience for your students. Highly scalable and designed for use in a wide range of retail and dining operations, Cloud POS’s industry-leading suite of applications facilitates item sales, order fulfillment, and inventory tracking while taking full advantage of the latest payment security technology.



#### Point-of-Sale Registers

- Flexible hardware platforms for industry-wide retail and dining operations.
- Support for industry-leading POS hardware.
- Configurable button sizes, fonts, colors, labels, images, and positions.



**Real-time Mobile Ordering**

- Provide a simple ordering process from any location.
- Allow students to pay with their stored value accounts, credit cards, and meal plans.
- Customize your mobile ordering app to fit the unique needs of your campus.
- Influence student behavior with incentives and rewards.



**Self-service Kiosks**

- Provide flexible ordering and payment options.
- Support for gift card accounts including deposits, transfers, and balance inquiries.
- Option to display store information and advertising.
- Controlled access to web sites.



**Mobile Registers**

- Cordless, on-the-go retail operations.
- Mobile connectivity via WiFi and Cellular.
- Support for line busting, remote sales, and in-seat ordering.



**Easy Deployment and Administration**

- Hosted and on-premise server options.
- Compatible with all popular web browsers.
- Conveniently add and publish sales items.
- User-friendly data import utility.
- Customizable cashier and user access levels.



**Industry-leading payment security**

- PCI-compliant hosting environment and PA-DSS validated payment applications.
- Sensitive credit card data is not retained on servers, workstations, or POS devices.
- Limit PCI-exposure with direct communication to payment gateway.
- Reduce PCI scope and compliance efforts with point-to-point encryption.

### Flexible and Scalable



- On-hand inventory tracking for retail and convenience stores.
- Modifiers, schedules, and fully-featured open check support for quick service to fine dining food operations.
- Wireless and cellular networking options for food trucks and outdoor events.
- Support for scanners, scales, transaction terminals, and many other peripherals

### Web-based Reporting



- Access centralized, real-time reports from virtually anywhere.
- Enhanced, user-friendly interface.
- Support for built-in and user-defined comprehensive reports.
- The automatic report scheduler distributes reports via e-mail.
- Trend analysis for marketing and suggestive selling.

## TRANSACT SYSTEM SAAS (TS-SAAS)

Transact's SaaS solution will allow schools to simply configure and manage systems with low operational costs, backed by innovative solutions. Our comprehensive and student-centric cashless payment system on your campus will provide the ability for multiple accounts per cardholder, flexible transaction limit setting, web/mobile administrative access, and integration with all types of credentials and POS systems.

- **Account Access** – With TS SaaS, card users will have any time access to manage card accounts: add value, view activity, suspend or reactivate a card, or add a guest account user. The system 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.
- **Managed Services** – The Transact SaaS system offers a turn-key managed services solution that allows schools to rely on trusted professionals to manage your system, get up and running quickly, and spend more time doing what really counts—serving students.
- **On-demand transaction processing power** – With TS SaaS, schools will receive customized solutions for any combination of meal plans, declining balance account, payroll deduction and credit plans, online account access for cardholders, and professional monitoring.

Benefits of our TS SaaS solution include:

- Quick and simple deployment — 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.

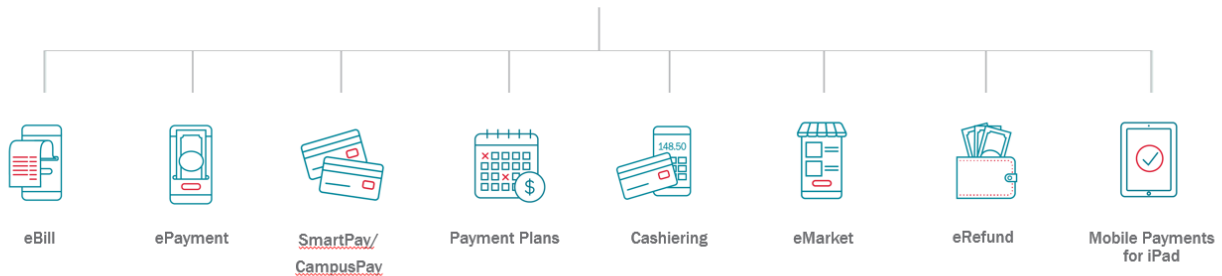
**TRANSACTION PAYMENT POWERED BY CASHNET**

**Streamlined System Interfacing, Management, and Payment Processing** – Cashnet can streamline payment processing and systems’ management by consolidating the payments processed in the following Cashnet Commerce components:

**Cashnet Administration**

- Foundation for all solution components
- Contains the database and stores information including reference data for customers, transactions, and structures for financial reporting.
- Host for application security, audit history, and transaction and reconciliation reporting
- Extensive tools and reporting for system, financial, business, and technical management.

**Payments powered by Cashnet**



<p><b>700+</b> Campuses served</p>	<p><b>Level 1</b> PCI Level 1 service provider (PCI-DSS certified)</p>	<p><b>+30 yrs</b> Providing payment solutions since 1988</p>	<p><b>5M+</b> Serving over 5M students nationwide</p>	<p>Clients include private, public, two-year &amp; four-year universities</p>
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**Cashnet ePayment**

- Dynamic account presentment and payment web site
- Real-time account inquiry and payment posting
- Students and parents may view and pay bills via a web site that is accessed through portal integration
- Payment options include: ACH, credit cards, pinless debit, campus one cards, foreign currency, virtual wallets (Masterpass), 529 plans
- Other services include the ability for the student to authorize third-party payers, set up automated recurring payments, and account management features

**Cashnet eBill/Dynamic Bill**

- 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 Cashiering**

- 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 logfiles and data comm
- 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

#### **Cashnet Payment Plans**

- 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 eMarket**

- Provide a complete *Storefront* or add online payment processing to existing sites with *Checkout*
- Wizard-driven format allows graphics, easy access, simple development, and management
- Allows each campus department to create, manage and operate a storefront with their own URL
- Uniformly apply campus business policies to all campus commerce, eliminating security risks
- Improve control and audit trails, and benefit from easy consolidated reporting
- Significantly reduces costs: campus administration, duplication, merchant accounts, etc.
- Centralize control of technology and financial information

#### **Cashnet eRefund**

- Process and transfer electronic refunds to students more efficiently and reliably
- Protection for all sensitive student banking information
- Significantly reduces the cost of issuing refunds

#### **Cashnet 1098-T**

- Electronically present 1098-T statements to students and authorized third-party payers
- Optional student opt-in to electronic-only, significantly saving costs of printing and mailing
- No archiving of forms
- Optional print, file, and mail services also available

### **13. Describe any integrations your organization can provide with other platforms.**

#### **Point of Sale Integrations**

We understand that leveraging your investments in technology platforms is important to colleges and universities. With Transact's APIs and open, flexibility platform structure, schools can extend their investments



in the Transact Cloud POS solution at the system software level through leveraging integration data reporting/analytical capabilities.

When it comes to hardware and equipment options, we understand that a one-size-fits-all approach doesn't work. With our open and extensible POS and peripheral hardware options, schools have the flexibility to fit the appropriate device (form factor and cost) to the requirements of a specific location.

**Cashnet Integrations**

Cashnet can accept, authorize, and process customer and/or authorized third-party payments both in real-time and via batch, depending on the business needs of the School and the capabilities of the host system(s).

Cashnet has developed dedicated interfaces with PeopleSoft Campus Solutions versions 8.9 and 9.x. The interface with PeopleSoft Student Financials both retrieves data about customer accounts in real-time and posts payments in real-time. Cashnet has offered certified interface packages over the years that have evolved as the PeopleSoft technologies have evolved; the current interface package uses web services to communicate via a listener. Cashnet is a Gold Partner recognized by Oracle for Oracle Validated Integration with PeopleSoft Campus Solutions.

These newest interfaces are part of a standard interface package that the client must install on the PeopleSoft application server through the Application Designer. This interface package contains the application classes and other related PeopleSoft objects needed for the real-time lookup and post interfaces. These application classes will be exposed as REST API's through the PeopleSoft Integration Broker.

**14. What security protocols are in place to ensure the safe transmission of information being shared through your products and services?**

Our products establish a trusted environment through a multi-layered approach to security and privacy, providing user-friendly access, yet extensive internal control requirements. For example, in compliance with the Family Educational Rights and Privacy Act (FERPA), parents are able to be added to accounts as authorized users and payers only if initiated by the student.

In addition, we may provide access to customer data to certain third-party service providers, which have a legitimate need to access such information in order to provide their services to us as part of our provision of the Products and Services to you. Transact may only share customer data with third parties (i) in furtherance of providing Products and Services to you as contemplated in this Agreement (i.e., to process a credit card), (ii) to ensure legal and regulatory compliance, and (iii) to respond or participate in judicial process or to protect the safety of Transact or our users.

**15. Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?**

Yes, we have provided all relevant pricing in attachment B.

**16. Does the respondent agree to offer all future product introductions at prices that are proportionate to contract pricing offered herein? (If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)**

Yes, Transact agrees to offer all future product introductions at prices proportionate to our contract pricing offered in this proposal.

The program structure follows the current pricing proposal and we do not currently have diversity alliances.

**17. Does pricing submitted include the required administrative fee?**

Yes, we have included the required administrative fee in our pricing.

**18. 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.

**PERFORMANCE CAPABILITIES**

**19. States Covered - Respondent must indicate any and all states where products and services are being offered.**

Our services are offered in all 50 states. We currently offer services in Samoa.

**20. List the number and location of offices, or service centers for all states being proposed in solicitation.**

Our headquarters in Phoenix, Arizona will serve as the main service center for clients.

**21. Distribution Channel: Which best describes your company’s position in the distribution channel:**

Manufacturer direct

**22. Provide relevant information regarding your ordering process including the ability for purchasing group members to verify they are receiving contract pricing.**

Schools would initiate ordering by contacting our Strategic Accounts Manager, Bernie Tokarz, who would ensure purchasing group members are offered Region 10 ESC pricing. Following the determination of the scope of services and contract signature, we will begin the implementation process. Our project approach is practical and disciplined, incorporating the school’s input throughout the entire life cycle. The key components of our implementation process include:

- **Project Kickoff Meeting:** A Kick-Off Meeting will be held with all project team members. During this meeting, the project team will discuss the timeline, scope, and approach for the project as well as specific project team roles. The Project Manager will create the meeting agenda and will lead this meeting. This meeting is used to introduce the project teams and exchange information on existing business processes and modules.
- **Project plan-based review of tasks, responsibilities, and expected deliverables:** The Project Manager will develop and maintain a project plan for all milestones and activities relating to the project and will collaborate with the school Project Manager to ensure tasks are completed according to plan. The project plan will be developed based on the information exchanged at the Project Kickoff meeting and reviewed at weekly project status meetings.
- **Project change control process:** Changes to the project scope will be managed via a change control process. A formal request for any change in scope will be submitted using our Change Control Form.

Upon contract award, we will work with School staff to develop a customized Project Implementation Plan. The project team begins the installation process by scheduling a kickoff meeting with the designated School project team. During the kickoff, project roles and responsibilities will be detailed and assigned to appropriate staff members. Our project plan for the proposed solution provides you with a complete list of project action items before we begin, so you can plan accordingly and enter the project with accurate expectations. Together, we assign action items and the project’s timeline.

We have a demonstrated history of being able to accommodate your schedule and minimize your resource requirements. Our project team will work closely with the School to review the project tasks and assign responsibility to the team and School staff. A sample project plan is included as an attachment.

Your project team will include a technical specialist to assist with the configuration and testing of the system. The team also has access to the engineering deployment support staff. In addition, the team will provide training to school staff on a weekly basis. Transact can also provide access to consultants if required. If purchasing the Cashiering module, Transact staff will come on campus to perform school-specific training for the cashiering staff and will remain on campus during go-live.

## TRANSACT ROLES AND RESPONSIBILITIES

**General Responsibilities:** Transact has the following general responsibilities:

Provide qualified staff members to deliver this project.

- **Transact** will request all customer deliverables within a reasonable timeline that is well-communicated and identified in the project plan.
- **Transact** will complete the project deliverables in a satisfactory manner in the mutually agreed implementation timeline.
- **Transact** will provide the necessary system setup training for administrative end users. (Note: training delivery mode will depend on the modules licensed.)
- **Transact** will provide three weeks of post-production follow-on support and a smooth transition to on-going client support.

**Specific Responsibilities:** These are the specific responsibilities for each Project Role:

- **Project Sponsor:** The Project Sponsor will ensure adequate resources are available to the Project Manager for the timely completion of the project deliverables. The Project Sponsor will serve as an escalation point for those project issues that have a material impact on the contractual agreement.
- **Project Manager:** The Project Manager ensures the completion of the project within the scope, schedule, and resource objectives for the project. They maintain the project plan, provide regular status updates, ensure the timely resolution of project issues, and work to mitigate project risks.
- **Technical Project Specialist:** The Technical Project Specialist provides technical expertise to the project. They are responsible for the completion of all’s project deliverables.

The School will continue to interact with its current Client Manager. The CM serves as the central point of contact for the School. The School will also continue to have access to the Support team for resolving day-to-day issues, requesting routing support assistance for adding authorized contacts, etc.

Depending on the products deployed and the school’s division of duties, the project generally requires at least one member from the School Business Office to define the roles in the system, identify the areas to be implemented and interpret the business rules for configuration in the system. In addition, an IT resource will be required to prepare any batch files, install interface packages, and provide testing and verification.

The project teams will typically get together for one hour each week in a group project status meeting, but the client project team is generally encouraged to meet internally before or after the combined weekly status meeting. In addition to the weekly status meeting, the client’s internal meetings, clients are generally given action items to complete prior to the next project meeting, which will vary in length but are estimated to take 2-4 hours per week. Also, the client representatives will be tasked with completing the necessary online training (‘just in time’ training) as identified by the Transact campus training team. The training commitment will vary depending upon the division of duties, and modules being implemented.

**THE SCHOOL'S ROLES AND RESPONSIBILITIES**

**Responsibilities:** The School has the following general responsibilities:

- **The School** will provide the necessary information and appropriate access to the computer systems, networks, and applications that require integration and/or interface development activities with the solution.
- **The School** will ensure reasonable access to the necessary support staff required to assist the project team in gaining a sufficient understanding of existing administrative and payment processes.
- **The School** will provide workspace facilities for the project team that includes a work area, printer/network connectivity, and phone/data lines if onsite work is necessary.

**Specific Responsibilities:** These are the specific responsibilities for each School Project Role:

- **The School Project Sponsor:** The School Project Sponsor will ensure adequate School resources are available to the School Project Manager for the timely completion of the project deliverables. The School Project Sponsor will serve as an escalation point for those project issues that have a material impact on the contractual agreement.
- **The School Project Manager:** The School Project Manager will act as the primary contact during the project. The Project Manager will be the person to whom all communications will be addressed and who has the authority to act for the School in all aspects of the project except those when the Project Sponsor is more appropriate. They ensure the completion of the School deliverables.
- **The School Technical Lead:** The School Technical lead provides the School technical expertise to the project. They are responsible for the completion of many School project deliverables.
- **The School Business Lead:** The School Business Lead provides the School business process expertise to the project. They are also responsible for the completion of many of the School’s project deliverables.

Depending on the school’s configuration, some of these roles may be filled by the same contact.

Our highly skilled team of project managers, installation technicians, and consultants are your most valuable resources as you implement your new solutions. The following lists outline the general responsibilities for the Implementation Team, including for the School’s team members. These can be customized to meet the school’s specific requirements and available resources.

**23. Describe areas where downtime may occur with products and services provided, historical averages of that downtime, and how you resolve downtime issues when they do occur (For purposes of providing further clarity, examples of downtime might be a website platform that goes offline, installed equipment that requires service or other products and services that can fail or go offline)**

Systems are monitored via automated processes and alerted to on-call engineers 24x7x365. All client endpoints are monitored with both internal (Nagios) and external third-party monitoring services. In the event of downtime or performance impacting event, notifications are sent to PagerDuty to notify on-call engineers within moments, requiring acknowledgment within a few minutes. Monitoring also includes notification of

trending to impactful conditions, such as declining performance with no obvious client impact. Engineers address any issues based on current conditions, such scaling systems up, redeploying microservices for error correction, or working with the cloud provider to resolve issues.

*The School will enjoy a guaranteed 99.9% or better uptime system availability with trusted world-class hosting, security and support services provided by the Cashnet Cloud Services Team and our chosen hosting partners.*

Cashnet is the only solution suite that accommodates well-organized commerce management through centralized data control, reporting, security, and auditability while facilitating de-centralized deployment and customization capabilities to meet the unique needs of various departments that accept payments for products, services or events.

Cashnet is a hosted solution operating in a dual, redundant environment. Our Production Systems staff members continually monitor the activity on our servers.

Cashnet’s hosted environment’s mission is 100% focused on providing technical infrastructure expertise and high availability, resulting in a highly secure, redundant, fault-tolerant environment. Cashnet’s performance stability is provided through our proven, demonstrated experience and stable system performance. We have utilized this environment since 1999, and our customers enjoy a guaranteed 99.9% availability.

Maintenance, when necessary, is scheduled for Sunday morning between 1am and 6am Eastern Time. Customers receive advance notification of what tasks, if any, will be performed during the maintenance window and if there is any anticipated impact on the system. Nearly all routine maintenance performed in this window has no impact on the system. Maintenance is scheduled outside of that time only in case of emergency.

**24. Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.).**

Region 10 ESC will receive comprehensive services and support through all stages of implementation, as well as ongoing technical support for both hardware and software after implementation. During Implementation, on-site support is provided during the implementation project. Once the project team has completed the project, support to the School will be provided by Transact’s Remote Support Team.

Once implementation is complete, our support team will be available to answer questions and help with rarely-used functions when requested. We do that at no cost as it is included in your annual license fees.

Our maintenance and support for all proposed solutions are also provided by Transact, either directly or through our certified partnerships. For any hardware the School purchases through Transact, you will receive maintenance and support by calling Transact directly. This simplifies the support experience and ensures a successful resolution to any maintenance or support issues the School may have. At its discretion and based on the current maintenance agreement with the School, Transact Technical Support may deploy on-site support from one of our hardware and/or other service providers.

The Technical Support team is available for application upgrades, troubleshooting assistance, and general questions by a toll-free phone number 24/7/365 for emergencies and Monday through Friday, 6 a.m. to 6 p.m. (MST Time) for all non-emergency calls. Following system implementation, your Client Support Engineers are available to support your 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 the issue severity level. As stated, Transact customer support is available for emergency situations 24/7.

**25. Provide your safety record, safety rating, EMR and worker’s compensation rate where available**

We have provided our most recent EMR for Region 10 ESC's review. We have not had any recent worker's compensation claims.

**26. Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.**

Transact would like to learn more about this requirement as agreements with individual schools would affect our reporting capabilities to Equalis.

**27. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.**

The Cloud POS Reporting System is accessed through a web-based tool—the Back Office Web Client. More than 60 standard, predefined reports are available out of the box including: Cashier/POS activity, hourly item sales summary, voided items, POS journal, transaction detail, media summary, tax by location, item sales, inventory valuation, revenue reconciliation, multi-store sales, items in transit, supplier item sales, inventory by supplier and on hand adjustments. Report configurations are flexible and can be easily changed by the operator. Data filters and other parameters may be applied to produce the desired report.

Reports can be scheduled to automatically provide sales and product information. These reports can be emailed to a list of recipients in PDF, CSV or Excel formats.

**Cashnet Reporting Tools**

Cashnet Reporting capabilities receive extremely high survey marks from all of our customers both on a management level as well as at a daily operational level. Each of the reports can be customized and saved to meet an individual requirement. All reports can be accessed and run 24 hours, 7 days a week. Operators have the ability to report on all fields in Cashnet, including tender type and merchant.

Cashnet’s End-of-Day screen helps the administrative staff simplify the reconciliation process. Your Cashnet Project team will work with your staff to develop the appropriate reports to run at the end of the business day to ensure that all transactions are accounted for correctly.

The staff member should run a report of the total day’s receipts in Cashnet that should post to the applicable campus A/R systems. Next, the administrator can view the end of day total on the screen in Cashnet. This will allow the user to reconcile. If the totals do not match, the customer can then run a detailed report to get additional information on what posted or was rejected.

Cashnet’s administrative web site contains sophisticated reporting capabilities for easy reconciliation. During the installation, we create a library of templates of the reports you need for daily, weekly, and monthly processing. These reports can be easily customized to meet unique reporting criteria. For instance, the School may modify, delete, or create entirely new reports.

Reconciliation generally occurs in three phases:

- First, confirm that the transaction totals and payment totals match. This occurs by running a transaction report and a payment summary report. Since all transactions are web-based, it is highly unlikely that there would ever be an issue of being over or short - this usually only occurs with cash.
- Second, confirm that the total of payments matches the total amount sent to any interfaces. This occurs by using the payment summary report and confirming that the total amounts going to Jenzabar and the other systems match the payment summary report.
- Last, confirm that the total amounts sent to the ERP’s Student and Financials were received by those systems. To accomplish this, the totals on the Cashnet Posting Reports should match the totals received on each system.

Once the School receives notification from the bank of a day’s receipts, the administrator can run a Payments Report or view the end of day total for that day on the screen in Cashnet. This will allow the user to reconcile.



## QUALIFICATION AND EXPERIENCE

**28. Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Executive Contact, Account Manager, Contract Management, Billing & Reporting/Accounts Payable, Marketing**

Bernie Tokarz will serve as Region 10 ESC's primary point of contact for all aspects of the contract.

**Contact Person:** Bernie Tokarz  
**Title:** Strategic Account Executive  
**Company:** Transact Campus Inc.  
**Address:** 22601 N 19th Ave, Suite 130  
**City:** Phoenix  
**State:** Arizona  
**Zip:** 85027  
**Phone:** 404.660.8268  
**Fax:** 623.476.1444  
**Email:** [bernie.tokarz@transactcampus.com](mailto:bernie.tokarz@transactcampus.com)

**29. Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:**

<b>Entity Name</b>	<b>University of Alabama</b>
<b>Contact Name and Title</b>	Jeanine Brooks   Director, Action Card
<b>City and State</b>	Tuscaloosa, AL
<b>Phone</b>	(205) 348-8690
<b>Description of Services</b>	Transact On-Premise, eAccounts, Sequoia QuadPoint POS, Activity MF4100, Sequoia iValidate, Vending, Copy Management, Print Management, Integration Ticketing, Off Campus Self Op, Card Production Management, Bookstore Integration, Banner Integration, Validation, Activity Management, Recreation Center Integration, Laundry Management, Aramark Integration, Kitchen Display

<b>Entity Name</b>	<b>Morehouse College</b>
<b>Contact Name and Title</b>	Charmaine D. Daniels   Associate Vice President
<b>City and State</b>	Atlanta, GA
<b>Phone</b>	(470) 639-0542
<b>Description of Services</b>	Morehouse utilizes Cashnet for online student tuition payments, electronic bill and 1098t presentment, payment plan software, and flywire international payments

<b>Entity Name</b>	University of Dallas
<b>Contact Name and Title</b>	Scott Salzman   Bursar
<b>City and State</b>	Irving, TX
<b>Phone</b>	(972) 265-5734
<b>Description of Services</b>	The University of Dallas has been utilizing the entire Cashnet suite since 2007.

Please note that agreements with our clients preclude us from providing information on annual sales volume.

**30. List all cooperative and/or government group purchasing organizations of which your company is currently a member below.**

Transact Campus currently is a member of National Cooperative Purchasing Alliance (NCPA). We are in the process of finalizing a contract with the General Services Administration (GSA).

**31. Describe your company’s implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative’s name(s), contact person(s) and contact information as reference(s).**

Transact partnered with NCPA for many years when we were a subsidiary of Blackboard. As a stand-alone company we received a contract award from NCPA in December 2019. We have many clients across the country who leverage our NCPA agreement.

**32. 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. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.**

N/A

**33. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.**

Transact Campus Inc. is not currently a party in any litigation that will have an impact on our ability to provide products and services as described in our response to this RFP.

**34. Felony Conviction Notice – Please check applicable box:**

A publicly held corporation; therefore, this reporting requirement is not applicable

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.**

## VALUE ADD

**35. Detail how your organization plans to market this contract within the first 90 days of the award date. This may include but is not limited to:**

See details below.

**a. A co-branded press release within first 30 days**

Transact looks forward to providing a co-branded press release within the first 30 days. We would co-author with rights to approvals for both companies. We will publish on the newswire, in social media posts, and on our website.

**b. Announcement of award through any applicable social media sites**

Transact will announce award through all its social media sites including Facebook, Twitter, and LinkedIn. We'll work collaboratively with Region RSC to develop posting content and a schedule.

**c. Direct mail campaigns**

Transact agrees to announce award through direct mail campaigns when appropriate.

**d. Co-branded collateral pieces**

Transact will engage its Product Marketing team to execute co-branded collateral pieces.

**e. Advertisement of contract in regional or national publications**

We would like to learn more regarding Region 10 ESC's goals and requirements for advertising in regional and national publications as typically we focus on digital and social media venues rather than print.

**f. Participation in trade shows**

Transact participates in a variety of industry trade shows in addition to holding user conferences for our clients. We welcome the opportunity to showcase our partnership with Region 10 ESC and would collaborate with you on a plan to do so.

**g. Dedicated Equalis Group and Region 10 ESC internet web-based homepage with: i. Equalis Group and Region 10 ESC Logo ii. Link to Equalis Group and Region 10 ESC website iii. Summary of contract and services offered iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials**

Transact is currently in the process of building a Partners section on its website that will have our partner logo, description of company, etc. We welcome the opportunity to discuss creating a page dedicated to Region 10 ESC that would contain the content specified in i. through iv.

**h. Announcement within your firm, including training of the agreement with your national sales force**

Transact's team of over 30 sales associates and hundreds of our industry partners will market our partnership with Region 10 ESC in the higher education space. We will encourage our sales team and partners to mention Region 10 ESC often, speak of the partnership at trade shows, and share information as appropriate. We anticipate Region 10 ESC'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 Region 10 ESC as a buying vehicle.

Transact has already introduced Region 10 ESC 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.

**i. Marketing the agreement to new and existing government customers**

N/A. We are responding to the School Payments scope of this RFP.

**36. Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.**

Transact agrees to provide company logos to Region 10 ESC and agrees to grant permission for reproduction of such logo in marketing communications and promotions.

**37. Provide the agency spend that your organization anticipates each year for the first three (3) years of this agreement. \$\_\_\_\_\_ in year one \$\_\_\_\_\_ in year two \$\_\_\_\_\_ in year three**

Transact has leveraged our other consortium contract successfully for many years, it is difficult to project annual spend. With that in mind, Transact is fully committed to growing the Region 10/Equalis member community, and ensuring that any agreement that results from this RFP is always top of mind when positioning our solution to new and existing institutions.

**38. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.**

While we have provided an overview of our services in response to Region 10 ESC'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 the institutions we serve. Our experience and qualifications are in the combined fields of integrated payments, 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 POS, One Card, 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.

## **ATTACHMENTS**

## **Appendix C: CERTIFICATES**

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. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

Transact Response: Transact is not a M/WBE, HUB, DVBE, small or disadvantaged business.

## **Appendix D: VALUE ADD**

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract participating agencies.

Transact Response:

While we have provided an overview of our services in response to Region 10 ESC'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 the institutions we serve. Our experience and qualifications are in the combined fields of integrated payments, 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 POS, One Card, 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.



**Appendix E: VENDOR CONTRACT AND SIGNATURE FORM**

*This Vendor Contract and Signature Form ("Contract") is made as of \_\_\_\_\_, by and between \_\_\_\_\_ ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of Payment Products and Solutions ("the products and services").*

**RECITALS**

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

**ARTICLE 1- GENERAL TERMS AND CONDITIONS**

1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

**Commented [BB1]:** If Transact is selected for award, Transact submits this proposal with the understanding that Transact and Region 10 ESC will expeditiously reach written mutual agreement over commercially reasonable terms and conditions and that no contract will be formed between Transact and Region 10 ESC until such mutual written agreement is reached. We believe a commercially reasonable agreement is one that includes:  
a) indemnities limited in scope only to death and personal injury claims to the extent of our gross negligence and to intellectual property infringement claims from third parties with appropriate associated conditions and procedures;  
b) a dollar liability limit equal to amounts paid under a relevant work statement under a contract and that in addition waives all consequential and indirect damages;  
c) contains warranty terms that disclaims all other warranties, including implied warranties;  
d) insurance provisions that reflect only the current policies and conditions Transact carries;  
e) confidentiality provisions that protect the confidential information of both Transact and Region 10 ESC, including the software, tools, and methodologies used by Transact in performing its work;  
f) intellectual property ownership provisions that will reflect ownership of copyright in Transact and its licensors concerning work developed under the contract;  
g) other terms and conditions that Transact and Region 10 ESC may negotiate. To this end, if selected for award, Transact looks forward to reaching agreement on commercially reasonable terms and conditions under a resulting final contract.

1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

#### ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

#### ARTICLE 3- REPRESENTATIONS AND COVENANTS

**Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members.

**Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.

~~**Respondent's promise:** Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.~~

**Commented [BB2]:** Transact takes exception to this clause and looks forward to negotiating a commercially reasonable clause.

#### ARTICLE 4- FORMATION OF CONTRACT

4.1. **Respondent contract documents:** Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.

4.2. **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

4.3. **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).

4.5. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a “wet signature” by a Region 10 ESC staff member.

4.6. **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.8 **Supplemental Agreements:** The entity participating in the Region 10 ESC 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. Neither Region 10 ESC, Equalis Group, its agents, members and employees shall be made party to any claim for breach of such agreement.

#### ARTICLE 5- TERMINATION OF CONTRACT

5.1. **Cancellation for non-performance or contractor deficiency:** Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service failures:** Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **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 the State of Texas 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

5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice, however, no refunds shall be issued for any prepaid license fees. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

## ARTICLE 6- LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

6.2 **Suspension or Debarment**: Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.

6.3 **Survival Clause**: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

## ARTICLE 7- DELIVERY PROVISIONS

7.1 **Delivery**: Vendor shall deliver said materials purchased on this contract to the participating member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order, mutually agreed upon time. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

7.2 **Inspection & Acceptance**: If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

7.3 **Responsibility for supplies tendered**: Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.

7.4 **Shipping Instructions**: Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.

7.5 **Additional charges**: Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.

7.6 **Buyer's delays**: Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Region 10 ESC member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

**ARTICLE 8- BILLING AND REPORTING**

8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor.

Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

8.3 **Reporting:** Vendor shall electronically provide Equalis Group with a detailed line item monthly report showing the dollar volume of all member product sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis Group offices at [info@equalisgroup.org](mailto:info@equalisgroup.org). Reports are due on the **fifteenth (15<sup>th</sup>)** day after the close of the previous month. 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. Fields below marked as \*required indicate a required field. All other fields are preferred, but not required:

<b>Member Data</b>	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
<b>Distributor Data</b>	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
<b>Product Data</b>	Product Category level 1
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure level 1
	Product packaging Unit of Measure level 2
	Product packaging Unit of Measure level 3

<b>Spend Data</b>	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$ *required



	Admin Fee % *required
	Admin Fee \$ *required

**ARTICLE 9- PRICING**

9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.

9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor’s responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

9.5 **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 (Region 10 ESC or its Participating Members). 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.

9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in Attachment A. All pricing submitted to Region 10 ESC shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.

9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

## ARTICLE 10- PRICING AUDIT

**10.1 Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate ~~due diligence of all records~~ purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit, at its sole expense, the accounting for a period of three (3) years from the time such purchases are made. ~~This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.~~ In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. ~~Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense.~~ Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

**Commented [BB3]:** Transact takes exception to this clause and looks forward to negotiating a commercially reasonable clause.

## ARTICLE 11- PROPOSER PRODUCT LINE REQUIREMENTS

**11.1 Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

**11.2 Discontinued products:** If a product or model is discontinued by the manufacturer, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

**11.3 New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

**11.4 Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

**11.5 Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.

**11.6 Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

## ARTICLE 12- SITE REQUIREMENTS

12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.

12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.

12.3 **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

12.7 **Maintenance Facilities and Support:** It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

#### ARTICLE 13- MISCELENOUS

13.1 **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 in the subsequent fiscal year."

13.2 **Disclosures:** Vendor 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.

Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in Equalis Group.

Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was 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.

13.3 **Indemnity:** Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating members shall be in the jurisdiction of the participating agency.

13.4 **Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.

13.5 **Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo

or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.

13.6 **Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and ~~automobile liability~~, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an “all risk” type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

Certificates of insurance shall be delivered to the participant prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.

Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker’s compensation insurance which waives all subrogation rights against the prime contractor and member.

13.7 **Subcontracts/Sub Contractors:** ~~If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation. Intentionally omitted.~~

**Commented [BB4]:** Transact takes exception to this clause and looks forward to negotiating a commercially reasonable clause.

~~No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.~~

~~Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating member’s release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.~~

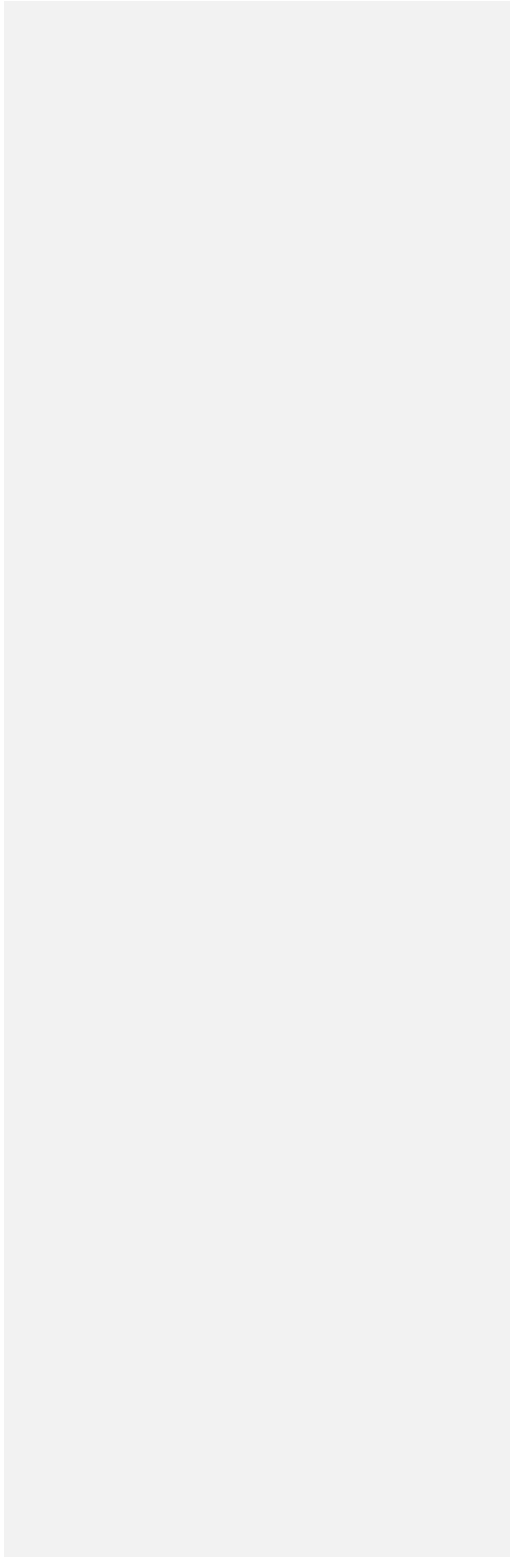
13.8 **Legal Obligations:** It is the Respondent’s responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation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

13.9 **Boycott Certification:** Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. “Boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

13.10 **Venue:** All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity

and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.

[Remainder of Page Intentionally Left Blank- Signatures follow on Signature Form]





**CONTRACT 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 proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal 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. (800) 259-6296  
Fax No. (623) 476-1444  
Email address david.marr@transactcampus.com  
Printed name David Marr  
Position with company Chief Executive Officer  
Authorized signature 

**Term of contract** January 1, 2021 to December 31, 2023

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional four (4) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

  
Region 10 ESC Authorized Agent

1/27/21  
Date

Rickey Williams  
Print Name

**Equalis Group Contract Number** R10-1107C

## **Appendix F: ADDITIONAL REQUIRED DOCUMENTS**

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractors Requirements
- DOC #5 Antitrust Certification Statement
- DOC #6 Implementation of House Bill 1295
- DOC #7 Boycott Certification
- DOC #8 Terrorist State Certification
- DOC #9 Resident Certification
- DOC #10 Federal Funds Certification Form

### **FOR VENDORS INTENDING TO DO BUSINESS IN ARIZONA:**

- DOC #11 Arizona Contractor Requirements

### **FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:**

- DOC #12 Ownership Disclosure Form
- DOC #13 Non-Collusion Affidavit
- DOC #14 Affirmative Action Affidavit
- DOC #15 Political Contribution Disclosure Form
- DOC #16 Stockholder Disclosure Form

### **GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

- DOC #17 General Terms & Conditions and Acceptance Form

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**DOC #1 CLEAN AIR AND WATER ACT**

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.

Potential Vendor: Transact Campus Inc.

Title of Authorized Representative: David Marr, Chief Executive Officer

Mailing Address: 22601 N 19th, Ave., Suite 130, Phoenix, AZ 855027

Signature: 

**DOC #2 DEBARMENT NOTICE**

I, the Vendor, 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.

Title of Authorized Representative: David Marr, Chief Executive Officer

Mailing Address: 22601 N 19th, Ave., Suite 130, Phoenix, AZ 855027

Signature: 

**DOC #3 LOBBYING CERTIFICATION**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

  
Signature of Respondent

11/5/2020  
Date

**DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS**

**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 statutes of the states it 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 Respondent 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 Region 10 ESC Participating entities in which work is being performed.

---

**Fingerprint & Criminal 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 Respondent 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.

  
Signature of Respondent

11/5/2020  
Date



**DOC #5 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 proposal, 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 proposal, 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 proposal 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.

**VENDOR** Transact Campus Inc.

**ADDRESS** 22601 N. 19th Ave, Suite 130

Phoenix, AZ 85027

**PHONE** \_\_\_\_\_

**FAX** \_\_\_\_\_

**RESPONDANT**

  
\_\_\_\_\_  
Signature

David Marr  
\_\_\_\_\_  
Printed Name

Chief Executive Officer  
\_\_\_\_\_  
Position with Company

**AUTHORIZING OFFICIAL**

  
\_\_\_\_\_  
Signature

David Marr  
\_\_\_\_\_  
Printed Name

Chief Executive Officer  
\_\_\_\_\_  
Position with Company

Type text here

## **DOC #6 IMPLEMENTATION OF HOUSE BILL 1295**

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

### **Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**DOC #7 BOYCOTT CERTIFICATION**

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**DOC #8 TERRORIST STATE CERTIFICATION**

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

**DOC #9 RESIDENT CERTIFICATION:**

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- I certify that my company is a "resident Bidder"
- I certify that my company qualifies as a "nonresident Bidder"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

Transact Campus Inc.	22601 N. 19th Ave, Suite 130	Com
pany Name	Address	
Phoenix, AZ 85027		City
State	Zip	

**DOC #10 FEDERAL FUNDS CERTIFICATION FORM**

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, Vendor should certify Vendor’s agreement and ability to comply, where applicable, by having Vendor’s authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

**1. Vendor Violation or Breach of Contract Terms:**

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? DM  
(Initials of Authorized Representative)

**2. Termination for Cause or Convenience:**

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency’s best interest.

Does vendor agree? DM  
(Initials of Authorized Representative)

**3. Equal Employment Opportunity:**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? DM  
(Initials of Authorized Representative)

**4. Davis-Bacon Act:**

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? DM  
(Initials of Authorized Representative)

**5. Contract Work Hours and Safety Standards Act:**

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? DM  
(Initials of Authorized Representative)

**6. Right to Inventions Made Under a Contract or Agreement:**

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? DM  
(Initials of Authorized Representative)

**7. Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended –Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? DM  
(Initials of Authorized Representative)

**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? DM  
(Initials of Authorized Representative)

**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? DM  
(Initials of Authorized Representative)

**10. Procurement of Recovered Materials:**

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory

level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? DM  
(Initials of Authorized Representative)

**11. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor’s Cooperative Contract.

Does vendor agree? DM  
(Initials of Authorized Representative)

**12. General Compliance and Cooperation with Participating Agencies:**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? DM  
(Initials of Authorized Representative)

**13. Applicability to Subcontractors**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? DM  
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Transact Campus Inc.  
Company Name

David B. Marr  
Signature of Authorized Company Official

David Marr  
Printed Name

Chief Executive Officer  
Title

11/02/2020  
Date

**DOC #11            ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**

**AZ Compliance with Federal and state requirements:** Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

**AZ Compliance with workforce requirements:** Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

**AZ Contractor Employee Work Eligibility:** By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

**AZ Non-Compliance:** All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.


**Registered Sex Offender Restrictions (Arizona):** For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.



**Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

**Terrorism Country Divestments:** In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

	11/02/2020
Signature of Respondent	Date

**DOC #12 OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** Transact Campus Inc.

**Street:** 22601 N. 19th Ave, Suite 130

**City, State, Zip Code:** Phoenix, AZ 85027

**Complete as appropriate:**

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

I David Marr \_\_\_\_\_, an authorized representative of Transact Campus Inc. \_\_\_\_\_, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name	Address	Interest
Transact Holdings Inc.	22601 N. 19th Ave, Suite 130, Phoenix, AZ 85027	100%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

  
\_\_\_\_\_  
**Authorized Signature and Title**

11/02/2020  
\_\_\_\_\_  
**Date**



Company Name: Transact Campus Inc.  
Street: 22601 N. 19th Ave, Suite 130  
City, State, Zip Code: Phoenix, AZ 85027

**Bid Proposal Certification:**

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)


Vendors must submit with proposal:

- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval \_\_\_\_\_  
OR
- 2. A photo copy of their Certificate of Employee Information Report \_\_\_\_\_  
OR
- 3. A complete Affirmative Action Employee Information Report (AA302) \_\_\_\_\_

**Public Work – Over \$50,000 Total Project Cost:**

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education  \_\_\_\_\_
- B. Approved Federal or New Jersey Plan – certificate enclosed \_\_\_\_\_

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

  
Authorized Signature and Title

11/02/2020  
Date

P.L. 1995, c. 127 (N.J.A.C. 17:27)

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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Signature of Procurement Agent

**Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 ([https://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html) They will be updated from time-to-time as necessary.
  - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d) The form may be used “as-is”, subject to edits as described herein.
  - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

4. any State, county, or municipal committee of a political party
5. any legislative leadership committee\*
6. any continuing political committee (a.k.a., political action committee)
7. any candidate committee of a candidate for, or holder of, an elective office:
  1. of the public entity awarding the contract
  2. of that county in which that public entity is located
  3. of another public entity within that county
  4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

8. individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
9. all principals, partners, officers, or directors of the business entity or their spouses
10. any subsidiaries directly or indirectly controlled by the business entity
11. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”







**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

**County:**

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.**

**DOC #16 STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

Partnership

Sole Proprietorship

Limited Liability Partnership

Corporation

Limited Partnership

Limited Liability Corporation

Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name: Transact Holdings Inc.	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this ____ day of _____, 2 ____.	 _____ (Affiant)
(Notary Public)	David Marr, CEO _____ (Print name & title of affiant)
My Commission expires:	(Corporate Seal)

**DOC #17 GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

*Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and Conditions:**

We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

## OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents 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.

After completion of award, these documents will be available for public inspection.

**Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:**

We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

*(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)*

All pricing information contained in Exhibit B

11/5/2020

Date

 Chief Executive Officer  
Authorized Signature & Title

# TRANSACT



At Transact Campus Inc, our technology  
ensures the right student  
gets the right services at the right time—  
powering more effective student recruitment,  
engagement, and retention.