EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the contract amendment with Nelnet Business Solutions, Inc. (Contract RFP-2017-003-DD - Integrated Payment System) to provide the guaranteed tuition payment program for students. Fiscal Impact: $180,000.00 (Cumulative $1,380,000.00)

Presenter(s): Janice Stubbs, Vice President of Student Services

What is the purpose of this contract and why is it needed? The purpose of this contract is to provide alternative payment solutions for Broward College students. Nelnet Business Solutions, Inc. offers a tuition payment plan that allows Broward College to receive payment and is not held liable for any default on the tuition payment plans. Broward College is responsible for paying the credit card processing fees back to Nelnet Business Solutions, Inc. The students incur the fees from using credit cards. Amendment # 3 is reflecting a price increase to the fees. The additional $180,000.00 will cover the credit card merchant fees charged to students who use their credit cards to pay their monthly tuition. The contract expires April 25, 2025.

What procurement process or bid waiver was used and why? A competitive solicitation process (Request for Proposales) per College Procedure A6Hx2-6.34 was utilized.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? Yes.

What fund, cost center and line item(s) were used? CC0081, FD100, 65000.

Has Broward College used this vendor before for these products or services? Yes.

Was the product or service acceptable in the past? Yes.

Was there a return on investment anticipated when entering this contract? Yes.

Was that return on investment not met, met, or exceeded and how? Yes, approximately 1,800 students per semester use the tuition payment plan option totaling guaranteed payments for Broward College tuition of approximately $6,000,000.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Indirectly feeds financial stability by providing approximately 5,400 students annually an alternative way to pay their tuition to attend Broward College. It indirectly supports enrollment which provides financial stability.

Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] **if the College's standard contract was used and was this acceptable to the Legal Office?**

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

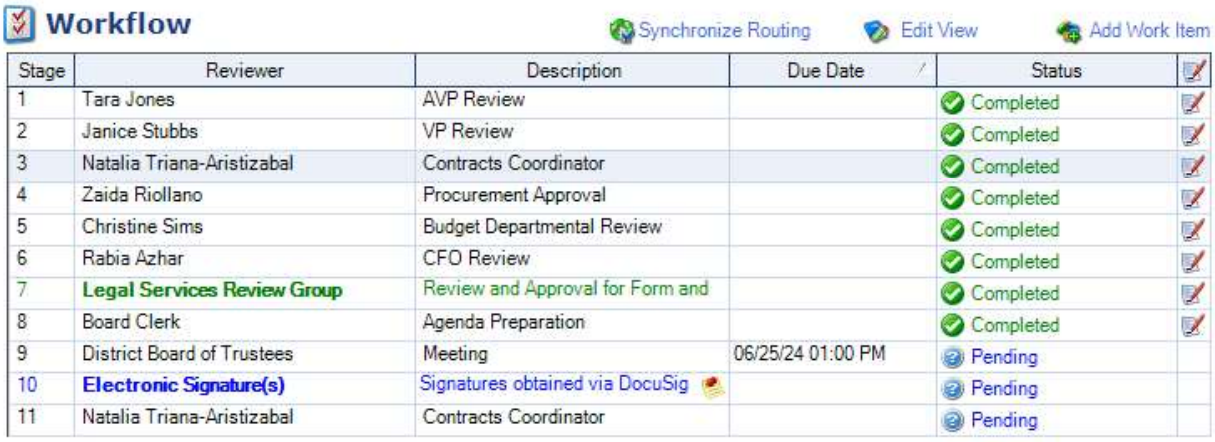
FISCAL IMPACT:

Description: $180,000.00 CC0081, BU301, FD100, PG000200

Janice Stubbs

Janice Stubbs, Vice President of Student Services 5/22/2024

APPROVAL PATH: 12192: Nelnet Business Solutions, Inc. (Amendment 3 and Final Renewal)



Workflow

Synchronize Routing | Edit View | Add Work Item

Stage	Reviewer	Description	Due Date	Status
1	Tara Jones	AVP Review		Completed
2	Janice Stubbs	VP Review		Completed
3	Natalia Triana-Aristizabal	Contracts Coordinator		Completed
4	Zaida Riollano	Procurement Approval		Completed
5	Christine Sims	Budget Departmental Review		Completed
6	Rabia Azhar	CFO Review		Completed
7	**Legal Services Review Group**	Review and Approval for Form and		Completed
8	Board Clerk	Agenda Preparation		Completed
9	District Board of Trustees	Meeting	06/25/24 01:00 PM	Pending
10	**Electronic Signature(s)**	Signatures obtained via DocuSig		Pending
11	Natalia Triana-Aristizabal	Contracts Coordinator		Pending

AMENDMENT #3
TO PROFESSIONAL SERVICES AGREEMENT
(ATTACHMENT A - GUARANTEED TUITION INSTALLMENT PLAN)

THIS AMENDMENT #3 ("Amendment 3) to the **PROFESSIONAL SERVICES AGREEMENT,** by and between **The District Board of Trustees of Broward College, Florida** ("Institution") and **Nelnet Business Solutions, Inc.** (d/b/a Nelnet Campus Commerce) ("Contractor") is entered into as of the last signature date affixed hereto ("Effective Date").

WHEREAS, Institution and Contractor have an existing Professional Services Agreement effective dated April 25, 2019, as amended by that certain Amendment to Attachment "A" to Professional Services Agreement Guaranteed Tuition Installment Plan dated July 21, 2020, and that certain Amendment 2 to Professional Services Agreement (Extension of Term) dated October 5, 2022 (collectively the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree to amend their existing Agreement by incorporation of this Amendment 3 as follows:

Institution and Contractor agree to remain bound by all existing terms and conditions of said Agreement with the inclusion of the following modifications to Attachment "A":

- Paragraph 2. **PLAN OVERVIEW AND DEFINITIONS**, Sub-paragraph (b): The Enrollment Fees will be $30.00, $35.00, and $40.00, through the Summer 2024 Plan Agreement period, based on the payment option selected by the Payer. Effective for the Fall 2024 Plan Agreement period, Enrollment Fees will be $35.00, $40.00, and $45.00, respectively. In addition to the stated Enrollment Fees, the Institution elects to assess, and the Company will collect and remit to the Institution, an additional $5.00 fee.
    - (i) Funds Collected for Institution ("CFI"): The parties acknowledge and agree that the Institution may impose certain charges or fees on Payers, and the Company may collect such charges or fees from the Payers on behalf of the Institution and remit the same to the Institution. (funds Collected for Institution, or "CFI"). The difference between the full amount assessed to the Payer and the Enrollment Fee will be processed by the Company and remitted to the Institution. This configuration option may be modified for future Plan Agreement periods, at the Institution's discretion, upon written notice to the Company in such time and in such manner as to afford the Company a reasonable opportunity to enact the change.
    - (ii) Disclosure of Fees or Costs Imposed by Institution: The Institution shall disclose to Payers any such costs or fees that are imposed by the Institution and collected by the Company on behalf of the Institution. Upon request by the Company, the Institution will provide the Company with a written explanation of its policy regarding disclosure of such costs or fees. Such disclosures made by the Institution shall comply with all Laws (as defined below).

- Paragraph 2. **PLAN OVERVIEW AND DEFINITIONS**, Sub-paragraph (o): The Institution will select the method under which the cost associated with credit card processing is paid. If the Institution elects to change this option at any time, it may only do so on a term basis (*i.e.*, change cannot be made mid-term). The Institution understands and agrees that merchant processing and convenience fees are subject to change, with thirty (30) days' advance notice, as a result of increases by any applicable card association.

    i. ☒ Option A ("Discount Fee Program"): The Contractor will withhold from the Institution's remittance a merchant processing fee equal to 2.35% of the credit card portion of the Guarantee Amount. Credit and debit cards accepted for this purpose include MasterCard, Discover, American

Express, and Visa. The Institution understands and agrees that the rate may change if the Contractor's bank rate changes.

ii. ☐ Option B ("Service Fee Program"): The Plan participant will be quoted and charged a convenience fee for enrolling through the Internet. Should the Institution select this option, no merchant processing fees will be paid by the Institution. The convenience fee is calculated at 2.85% of the initial Plan Agreement balance. The Plan participant will have the option to refuse the convenience fee option, at which time they may select another payment option through the Plan. Credit and debit cards accepted for this purpose include Visa, MasterCard, Discover, and American Express.

The parties also agree and confirm that notwithstanding Section 1, Term, the Term will expire on April 24, 2025, without any further automatic renewals.

IN WITNESS WHEREOF, the undersigned have caused this Amendment 3 to be executed:

The District Board of Trustees of Broward College, Florida

_____
Signature Date

Print Name: _____

Title: _____

Nelnet Business Solutions, Inc.

_____
Signature Date

Print Name: Jacqueline Strohbehn

Title: Managing Director

Corporate Headquarters:
121 South 13th Street, Suite 201
Lincoln, NE 68508
866.315.1263

DocuSign Envelope ID: 6D07C3D7-E8B8-4579-97B4-FD5912C69AD8

AMENDMENT 2 TO PROFESSIONAL SERVICES AGREEMENT
(EXTENSION OF TERM)

THIS AMENDMENT ("Amendment 2") by and between **The District Board of Trustees of Broward College, Florida** ("Institution") and **Nelnet Business Solutions, Inc.** ("Company"), is entered into as of the last signature date affixed hereto ("Effective Date").

WHEREAS, Institution and Company have an existing Professional Services Agreement fully executed on April 25,2019 ("Agreement"); and

WHEREAS, Institution and Company agree to remain bound by all existing terms and conditions of the Agreement, as amended, with the inclusion of the following modification:

- Professional Services Agreement, Paragraph 16. **TERM, RENEWAL, AND TERMINATION.** The Agreement will be renewed for three (3) successive one (1) year terms to the future termination date of April 24, 2025.

THEREFORE, in consideration of the promises contained herein, the parties hereto agree to amend their existing Agreement by incorporation of this Amendment 2.

IN WITNESS WHEREOF, the undersigned have caused this Amendment 2 to be executed:

The District Board of Trustees of Broward College, Florida

DocuSigned by:
718ED749A745435...

9/29/2022

Signature Date

John Dunnuck

Print Name

SVP Finance & Operations

Title

Nelnet Business Solutions, Inc.

Jacqueline Strohbehn 10/5/2022

Signature Date

Jacqueline Strohbehn

Print Name

President, Nelnet Campus Commerce

Title

Corporate Headquarters:
Nelnet Business Solutions, Inc.
121 South 13th Street, Suite 201
Lincoln, NE 68508
866.315.1263

DeeAnn K. Wenger, President
DeeAnn.Wenger@nelnet.net
402.325.724

DocuSign Envelope ID: 9EF3182C-F2A4-4281-AEC4-5E57B086459C

AMENDMENT TO ATTACHMENT "A"
TO PROFESSIONAL SERVICES AGREEMENT
GUARANTEED TUITION INSTALLMENT PLAN

This AMENDMENT to the Attachment "A" of the PROFESSIONAL SERVICES AGREEMENT, which was entered into on April 25, 2019, by and between **the District Board of Trustees of Broward College, Florida** ("Institution"), with its principal address at 111 East Las Olas Boulevard, Fort Lauderdale, Florida 33301, and **Nelnet Business Solutions, Inc.** (d/b/a Nelnet Campus Commerce) ("Contractor"), with its principal address at 121 South 13th Street, Suite 201, Lincoln, Nebraska 68508 (Federal ID #47-0751402), is entered into as of the last signature date affixed hereto ("Effective Date") and;

WHEREAS, the parties entered into a Professional Services Agreement on April 25, 2019 ("the Agreement");

WHEREAS, the parties desire to amend Attachment "A" to the Professional Services Agreement by replacing, in total, Attachment "A" to the Agreement with the terms and conditions set forth below;

NOW and **THEREFORE**, the parties agree as follows:

1. **TERM:** The initial term of this Amendment will be for three (3) years unless terminated sooner by either party in accordance with the termination provisions of this Amendment. The Amendment will automatically renew for one (1) year Renewal Terms thereafter, unless terminated sooner by either party in accordance with the termination provisions of this Amendment.

2. **PLAN OVERVIEW AND DEFINITIONS:**

   a. The Contractor shall make installment payment plan(s) available to the students of the Institution. Generally, each of the Contractor's installment payment plan(s) (the "Plan") will allow individuals ("Payers") to pay money owed to the Institution on a monthly installment schedule based on their enrollment date(s) by paying the Contractor a fee ("Enrollment Fee") per installment payment plan agreement ("Plan Agreement"). The Enrollment Fee is established by the Contractor and is subject to change at any time in the sole discretion of the Contractor and any such change in Enrollment Fee shall be subject to the provisions of Section 2.o of this Agreement.

   b. The Enrollment Fee established for the initial term is $30, $35, and $40 based on the payment option selected by the Payer.

   c. The Institution has elected a "Guarenteed Tuition Installment Plan" to be provided by the Contractor as set forth in this Agreement. The Guarenteed Tuition Installment Plan requires Contractor to pay the "Guarantee Amount" to the Institution, which is an amount equal to the Plan Agreement balances, less any adjustments, for all Payers in a particular Term of the Institution, that the Contractor determines, at its sole discretion, to guarantee.

   d. The "Guarantee Date" is a date agreed upon by the Institution and the Contractor wherein all student receivables are required to be paid.

   e. The "First Deposit Date" is a date, generally within ten (10) business days following the Guarantee Date, when the Contractor remits funds to the Institution, less fees owed to the Contractor, for those Payers who are not being guaranteed by the Contractor. The Institution is responsible for making appropriate refunds.

   f. The "Second Deposit Date" is a date, generally within sixty (60) days following the Guarantee Date, when the Contractor remits the Guarantee Amount to the Institution.

   g. The "Reconcilement Date" is a date, within five (5) days following the third attempt of the final payment, when the Contractor will notify the Institution of the total defaulted payment amounts for the semester.

   h. "Losses" are defined as the difference between the Guarantee Amount and the total amount of payments collected by the

Contractor after the Guarantee Date, divided by the Guarantee Amount. The Contractor may terminate this Agreement if Losses exceed 1.50%.

i. Payer enrollment in the Plan will occur via the Internet using the Contractor's enrollment website ("Enrollment Site"). No paper-based enrollments shall be permitted or accepted by Contractor.

j. The Plan shall be available for the benefit of an enrolled student in good standing at the Institution who is authenticated by the Institution's student information system ("SIS"). The Payer must have a valid checking or savings account at a U.S. financial institution, or a credit or debit card accepted by the Contractor.

k. Plan options (and all components of Plans, including, without limitation, the number of payments available and the requirement, amount of a down payment, Guarantee Date, Guarantee Amount and Enrollment Fee) are established by the Institution and the Contractor and subject to Section 2.o of this Agreement. At any time, in the event Contractor and Institution cannot agree on Plan options or components thereof, Contractor shall have the right to suspend all Plan offerings until Contractor and Institution agree on new Plan options. Any such suspension shall not affect active Plans.

l. The Contractor may terminate a Plan Agreement at any time if a payment attempt or Enrollment Fee attempt fails.

m. Available Plan options are based on the point in time that the student enrolls in the Plan. If a student enrolls in a Plan offered by the Contractor, then that Plan is considered an Active Plan for purposes of this Amendment. Changes to the available plan options maychange from time, subject to Section 2.p. and this Amendment.

n. The Contractor will assess Plan participants a Returned Payment Fee for each returned payment (*e.g.*, due to insufficient funds). The Returned Payment Fee is subject to change each academic term.

o. The Institution will select the method under which the cost associated with credit card processing is paid. If the Institution elects to change this option at any time, it may only do so on a term basis (*i.e.*, change cannot be made mid-term).

   i. ☒ Option A ("Discount Fee Program"): The Contractor will withhold from the Institution's remittance a merchant processing fee equal to 2.25% of the credit card portion of the Guarantee Amount. Credit and debit cards accepted for this purpose include MasterCard, Discover, American Express, and Visa. The Institution understands and agrees that the rate may change if the Contractor's bank rate changes.

   ii. ☐ Option B ("Service Fee Program"): The Plan participant will be quoted and charged a convenience fee for enrolling through the Internet. Should the Institution select this option, no merchant processing fees will be paid by the Institution. The convenience fee is calculated at 2.75% of the initial Plan Agreement balance. The Plan participant will have the option to refuse the convenience fee option, at which time they may select another payment option through the Plan. Credit and debit cards accepted for this purpose include Visa, MasterCard, Discover, and American Express.

p. The functionality, availability, or any other component of the Plans and any other related services provided under this Agreement may change from time to time in Contractor's sole discretion and all changes shall be effective as of the date determined by Contractor provided however Contractor shall endeavor to provide written notification to Institution of material changes ("Change Notice") and shall provide each Change Notice via commericially reasonable means to the Institution, which includes, but is not limited to, notice via email to legalservices@broward.edu and ccorneli@broward.edu. Any change implemented by Contractor pursuant to this Section 2.p, shall not apply to active Plans (*i.e.*, those Plans which are valid and existence prior to the date of the material change). In addition, subject to Section 7.d of this Agreement, Contractor shall not remove access to the Services or alter any Plans pursuant to this Section, if the enrollment period for a given term is open. In any event, if Contractor makes a material change to any aspect of any Plan, within ten (10) days of Institution's receipt of a Change Notice, Institution may notify Contractor in writing of its good faith objection to such material change(s) and the reasons therefor (such written notification, a "Change Objection Notice"). Upon Contractor's receipt of a Change Objection Notice, the parties shall engage in good faith discussions for a period not longer than ten (10) calendar days from the date on which Contractor received the applicable Change Objection Notice (the "Change Negotiation Period"), for the purpose of endeavoring to reach a reasonable solution agreeable to both parties. If the parties are unable to reach a reasonable, mutually agreeable solution, Institution may terminate this Amendment without penalty upon written notice to Contractor delivered in accordance with this Amendment no

later than ten (10) calendar days following the final day of the Change Negotiation Period. Institution acknowledges and agrees that if it fails to provide Contractor with a Change Objection Notice within ten calendar (10) days of its receipt of a Change Notice, Institution shall be deemed to have accepted the changes set forth therein, and shall no longer have any right to terminate this Amendment for reason of the changes in the Change Notice. Notwithstanding, this Section does abrogate any termination rights set forth in Section 6 of this Amendment.

3. **CONTRACTOR DUTIES:**

a. Contractor will provide installment payment plan administration services as described in this Amendment. In addition, the Contractor will provide the Institution with online reporting as well as a marketing strategy to promote the Plan.

b. Within 60 days of the signing of this Amendment, the Contractor will provide the Institution with an Enrollment Site wherein any enrolled student in good standing at the Institution may enter into a Plan Agreement and/or make full payment, as allowed by the Institution.

c. Contractor agrees to be fully responsible for the maintenance, editing and cost of any Enrollment Site used in conjunction with the performance of this Amendment.

d. Contractor will allow the Institution to adjust Plan Agreement amounts up to ten (10) days prior to the payment date immediately preceding the Guarantee Date through an upload of changes from the Institution SIS to the Contractor.

e. Contractor will remit the Guarantee Amount to the Institution on the Second Deposit Date. Contractor shall not withhold Enrollment Fees or Returned Payment Fees from the Guarantee Amount. Contractor may terminate, at its sole discretion, prior to or on the Guarantee Date, any Plan Agreement for non-payment of any payment or for delinquency arising out of a Plan Agreement in a previous semester.

f. Contractor shall remit funds to the Institution, less fees owed to the Contractor, for those Payers who are not being guaranteed by the Contractor. The Institution shall be responsible for making appropriate refunds.

g. The maximum amount of a Plan Agreement will be $4,500 for in-state students and $4,500 for out-of-state students. Should a Plan participant's balance exceed this amount, the overage will be added to the required down payment and be processed immediately upon enrollment in the Plan. The maximum amount of a Plan Agreement will increase on a percentage basis at the same rate as tuition to keep pace with tuition increases.

h. Contractor will accept Plan Agreement balance decreases from the Institution after the Guarantee Date and adjust the Plan Agreement balance and any remaining payments.

i. Contractor will remit the Guarantee Amount and any previously collected payments to the Institution by automatic bank deposit on the Second Deposit Date. The Institution will designate an account to be used for this purpose. The Institution authorizes Contractor to initiate credit entries to the account for the purpose of remitting funds.

j. Contractor agrees to keep all student and Payer records strictly confidential and to retain all financial records for at least two (2) years after the end of each semester. Access to the records will be provided (without cost) to the Institution.

k. Contractor agrees to indemnify and hold harmless the Institution, its officers, agents, and employees from any third-party litigation as the result of negligence by the Contractor's employees, subcontractors, or agents. Furthermore, the Contractor shall indemnify and hold harmless the Institution, its officers, agents, and employees from liability of any nature or kind, including costs and expenses for or on account of any copyright, patented or un-patented invention, process or article manufactured or used in the performance of the Amendment, including its use by the Institution. If the Contractor uses any design, devices or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Amendment or the Agreement prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

l. Contractor will deposit installment payments to a custodial tuition account. Funds held in the custodial account will be backed by the full faith and credit of the United States government through FDIC insurance or government-backed investments.

m. Contractor agrees to comply with all applicable federal, state, and local laws, statutes, rules, and ordinances regarding

collection of tuition and associated fees.

n. Contractor shall provide interactive training to Institution staff members who implement the Plan, including training relative to online reporting and any additional training as necessary.

4. **INSTITUTION DUTIES:**

a. Institution shall agree to hold academic transcripts and refuse re-enrollment to any student associated with a delinquent Plan Agreement from any preceding semester.

b. Institution shall agree, in the event a Plan participant defaults on any payments, to support the Contractor's collection process. The Contractor may at any time, after notifying the Institution, turn the same over to collection agencies or take other legal action as provided by law to collect the defaulted amount.

c. Institution understands and agrees Contractor shall have the right to terminate a Plan Agreement at any time if the Payer is not current on payments prior to the Guarantee Date.

d. Institution shall remit to the Contractor any decreases to Plan Agreement balances after the Guarantee Date.

e. Institution shall establish an account wherein the Contractor may process ACH credit entries for tuition remittance.

f. Institution shall agree to reimburse the Contractor for any chargebacks on credit or debit card payments and/or any late ACH returns for up to six (6) months from the date the payment was processed.

g. Institution shall not increase Plan Agreement balances within ten (10) business days prior to the payment date immediately preceding the Guarantee Date.

h. Institution shall be responsible to determine that the Plan offered by the Institution and administered by the Contractor is compliant with rules, regulations, and applicable statutes required of the Institution.

i. Institution assumes all liability for its conduct of its business in compliance with the laws, rules, and regulations ("Laws") of the state and locality in which it is located, including but not limited to Laws governing consumer protection. The Institution shall indemnify and hold the Contractor harmless from and against any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorney's fees, asserted against or incurred by the Contractor under state or local Laws as a result of the Contractor complying with any instruction or directive by the Institution.

5. **DATA INTEGRATION:** The Contractor and the Institution shall work together in cooperation, each at its own expense, to accomplish the level of data integration between the Institution's SIS and the Contractor's system(s) to administer the Plan. For purposes herein, a download refers to the transmission of data from the Contractor to the Institution, and an upload refers to the transmission of data from the Institution to the Contractor. The necessary levels of data integration required to administer the Plan include but are not limited to:

a. An upload of student enrollment balance information from the SIS system to the Enrollment Site, commonly referred to as a "Web carry along" of student balances.

b. An upload of actual or estimated financial aid awards, scholarships or other amounts credited to the student.

c. An upload of increases or decreases to Plan Agreement balances as a result of a process commonly known as "drop and add" prior to the Guarantee Date.

d. An upload of credit adjustments (reductions) to Plan Agreement balances after the Guarantee Date.

e. A download of payment data originating from full payments, down payments and regularly scheduled tuition installment payments from the Contractor's online system to SIS.

f. Other points of integration as determined by the parties.

6. **TERMINATION:** The continuation of this Amendment beyond the Reconcilement Date for any Fall, Spring, or Summer

Term installment payment plan is subject to continued adequate appropriations for the Institution each year by the State of Florida. In addition to any other termination rights stated in this Amendment, the parties shall have the following termination rights:

a. Contractor shall have the right to terminate the Amendment if Plan losses exceed 1.50% during any semester upon thirty (30) days' written notice to the Institution without cause and without penalty.

b. Both parties shall have the right to terminate this Amendment, at any time, for any reason, with one-hundred twenty days (120) days prior written notice to the other party.

c. If either party refuses or fails to perform any obligation under this Agreement (a "Breach"), and fails or refuses to correct the Breach within thirty (30) days after receipt of written notice of the Breach from the nonbreaching party, the nonbreaching party may terminate this Agreement by sending an additional written notice stating the effective date of termination.

7. **OTHER TERMS:**

a. This Amendment shall be governed by the laws of the State of Florida.

b. Any modification to this Amendment's terms and conditions will require a written amendment signed by both parties' duly authorized officers, provided, however, any modifications to Plans or the terms of this Amendment under Section 2.p of this Amendment shall not be deemed an amendment requiring the consent of both parties.

c. The Institution by signing this Amendment, agrees to all terms and conditions set forth in this Amendment.

d. Contractor shall not be liable or responsible to Institution, nor be deemed to have defaulted under or breached this Amendment, for any failure or delay in fulfilling performing any term of this Amendment, when and to the extent such failure or delay is caused by or results from acts beyond the Contractor's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) changes in applicable law; (iv) actions, embargoes or blockades in effect on or after the date of this Amendment; (v) action by any governmental authority; (vi) national or regional emergency; (vii) strikes, labor stoppages, or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; and (viii) pandemics (each of (i) – (viii), a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, Contractor shall have the right to immediately modify the functionality, availability, and any other component of the Plans and any other related services provided under this Agreement in Contractor's sole discretion and all changes shall be effective as of the date determined by Contractor ("Force Majeure Event Modification"). In the event of a Force Majeure Event Modification, Contractor shall endeavor to provide prior written notice of such modification to Institution. Within thirty (30) days of receiving written notice of a Force Majeure Event Modification, Instiution shall have the right to terminate this Agreement immediately by providing written notice to Contractor.

e. This Amendment replaces Attachment "A" to the Agreement. The Contractor and Institution agree Attachment A to the Agreement is hereby deleted in its entirety and replaced with this Amendment. To the extent the terms of this Amendment conflict with the terms of the Agreement or any of the Attachments to the Agreement, the terms of this Amendment shall control.

[**Signature Page follows**]

Contractor and the Institution have executed this Agreement by their duly authorized officers below.

By Institution: The District Board of Trustees of Broward College, Florida

DocuSigned by:

0C2EF0FF21494D2...

Signature

Caleb Cornelius

Print Name

Vice President, Finance

Title

7/21/2020

Date

By Contractor:

DocuSigned by:

Mark J Schilmoeller

0E6317A77A094DB...

Signature

Mark J Schilmoeller

Print Name

Chief Operations Officer

Title

7/21/2020

Date

Corporate Headquarters:
Nelnet Business Solutions, Inc.
121 South 13th Street, Suite 201
Lincoln, NE 68508
866.315.1263
DeeAnn K. Wenger, President
DeeAnn.Wenger@nelnet.net
402.325.7241

DocuSign Envelope ID: [illegible]

nelnet
BUSINESS SOLUTIONS

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT by and between **the District Board of Trustees of Broward College, Florida** ("Institution") and **Nelnet Business Solutions, Inc.** (*dba* Nelnet Campus Commerce) ("Company") is entered into this 25 day of April, 2019, and shall be as follows:

1. **SERVICES AND SCOPE:** This Agreement sets forth general provisions under which the Company will provide services to the Institution and incorporates Terms and Conditions for selected services ordered by the Institution on the Effective Date (Attachments A and B). Additionally, refer to Attachment D which incorporates Company's response to the Broward College RFP 2017-003-DD, as clarified, for an additional list of specifications for Company's performance of the various services contracted by Institution under this Agreement. In the event of a conflict between this Agreement, including Attachments A, B, C, D, E, F and G, Attachment D shall prevail. These services represent an integrated and unique suite of business solutions that may be implemented individually but were designed to work in combination as a comprehensive business solution. The Institution may purchase and use any products offered by the Company during the term of this Agreement.

2. **ORDERING SERVICES:** Operational, transaction and other fees for services contracted as of the date of this Agreement are outlined on the hosted business service Order Form (Attachment C). At any time, a completed Order Form for a service executed by both parties will be sufficient to incorporate that service into this Agreement under the service's most current Terms and Conditions (to be provided along with, and incorporated into, the Order Form). An Order Form must be accepted by the Institution in writing by signing and returning the Order Form. For purposes of this Agreement, the term "Services" includes all services being provided by Company under this Agreement.

3. **MULTIPLE CAMPUSES:** To the extent that the Institution is a public entity whose representatives have authority to sign multi-campus or multi-institution agreements, the terms of this Agreement, at the Company's option, may apply to any public campuses or institutions that wish to take advantage of the Company's services. Pursuant to the provisions above, a completed Order Form will be sufficient to incorporate services for those additional campuses or institutions into this Agreement.

4. **INSTITUTION BANKING INFORMATION:** The Institution must provide bank account information for the ACH (i.e., Automated Clearing House) deposit of its funds (and ACH withdrawal, if applicable). The Company requires a bank reference letter written on bank letterhead that includes the account holder name, the routing number, account number, and type of account (checking or savings). Additional procedures for debit block clearance may be appropriate and required for certain services.

5. **ACH AUTHORIZATION:** The Institution hereby authorizes the Company to initiate credit or debit entries to the account provided. The Institution acknowledges that the origination of ACH transactions for its account must comply with applicable U.S. laws and regulations. This authorization is to remain in full force and effect until the Company has received a written notice of termination or a change in banking from the Institution in such time and in such manner as to afford the Company a reasonable opportunity (i.e., at least three (3) days' advance written notice) to act on it. As an Originator, the Institution is responsible for adhering to applicable rules as prescribed by the National Automated Clearing House Association (NACHA). The Institution shall

establish and maintain procedures for secure online authentication (to identify End Users) and make reasonable efforts to prevent fraudulent use by End Users and unauthorized users. In accordance with NACHA, the Company may monitor and audit Institution and End User ACH activity, conduct risk assessments, set exposure limits, provide education, monitor return activity, make change requests, evaluate staff-initiated entries, and reject certain entries (*e.g.*, physical check conversions). If necessary to comply with applicable laws, rules, or regulations on account of Institution's failure to comply with such laws, rules and regulations, Company may revoke the Institution's privilege to originate ACH transactions, provided Company shall endeavor to provide Institution as much notice as reasonably possible and the opportunity to cure before revoking. The Company hereby assumes, and agrees to perform, the responsibilities of a Third Party Sender under NACHA Rules. The Institution is liable for all returns, including untimely non-administrative returns.

6. **PAYMENT PROCESSING:** The Company will at all times during the term maintain compliance with the most current applicable Payment Card Industry Data Security Standards (PCI DSS). Company will treat all Institution provided infrastructure and resources as public and non-secure, regardless of measures Institution may choose to put into place. Company acknowledges responsibility for the security of cardholder data as provided under the PCI DSS. Company acknowledges and agrees that cardholder data may only be used for completing the contracted services as described in the full text of this document, or as required by the PCI DSS, or as required by applicable law. If Company loses any required certification or the certification lapses, Company shall immediately notify Institution, and Institution will have an option to terminate this Agreement or the portion of it allocable to credit and debit card payment processing and, if applicable, receive a refund for unrendered Services.

7. **INDEPENDENT SERVICE CONTRACT:** Service levels, pricing, and packaging of any and all services provided under this Agreement are independent of any student-loan or student-loan-servicing relationship Nelnet, Inc. may have or seek to have with the Institution.

8. **REVENUE-SHARING RELATIONSHIPS:** The Institution is strongly encouraged to disclose to its customers any revenue-sharing relationship it has with the Company, if applicable. If such a relationship exists and the Institution chooses not to disclose it, the Institution will provide the Company with a written explanation of its policy. As noted above, any such relationship is independent of any student-loan relationship with Nelnet.

9. **CONFIDENTIAL INFORMATION:** During the term of this Agreement and for three (3) years after termination or expiration, or the period required by applicable laws, rules, regulations and third-party standards governing the same, whichever is longer, Company agrees not to disclose Confidential Information obtained from Institution to any person or entity. As used herein, "Confidential Information" means the following information: 1) any information of Institution or its students subject to protection under laws, rules, regulations (including information designated confidential or confidential and exempt under the Florida Public Records law) and third party standards governing the same requiring confidentiality and 2) any information of Institution designated in writing by Institution as its sensitive financial information. Confidential Information shall not include information 1) generally known to the public, 2) already known, through legal means, to the party receiving the information, or 3) legally obtained from a third party without any obligation of confidentiality. If Company certifies that any documentation or portion thereof provided to Institution pursuant to this Agreement constitutes a trade secret under Florida law or is otherwise protected under the Florida public records law, it shall so mark the documentation prior to providing the same to Institution and Institution shall maintain the confidentiality thereof on the same terms and conditions as set forth above for Institution's Confidential Information. If either party receives a public records request or judicial or government order for

any documentation or information entitled to protection hereunder it will withhold the same and notify the other party of the public records request or order. If any party disputes whether its documentation or other information must be produced in response to a public records request made to the other party or a judicial or government order, that party shall be responsible for the other party's out of pocket costs and expenses associated with the dispute, including but not limited to, outside attorneys fees and any awarded pursuant to Section 119.12, Florida Statutes.

10. **CONFIDENTIAL CONSUMER INFORMATION:** Consumer information that is required to be kept confidential will be kept so in perpetuity by the parties. Company will remain in compliance with security and privacy obligations imposed by the Gramm-Leach-Bliley Act (GLBA), FERPA, and other applicable laws or regulations applicable to information it receives. Furthermore, if Company causes an inappropriate release of information, Company agrees to comply with all applicable laws, rules and regulations that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification in accordance therewith. In the event of a data breach of any of Company's security obligations or other event requiring notification under applicable law (a "Notification Event"), Company agrees to assume responsibility for informing all such individuals in accordance with applicable laws and to indemnify, hold harmless and defend Institution against any claims, damages, or other harm related to such Notification Event.

11. **LIABILITY:** Except as provided for herein, the parties agree that each shall be responsible and liable for its own acts or omissions and any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including reasonable attorneys' fees and costs incurred or suffered by the party arising out of, in connection with or resulting from any claim or allegation arising from negligent acts or omissions or intentional misconduct by it in the performance of this Agreement.

12. **FORCE MAJEURE**: The performance by either party of any obligations to be performed hereunder will be excused to the extent such performance is prevented by an act of God, war, terrorist attacks, insurrections, riots, labor disputes, including lockouts or boycotts, fire, explosion, flood, or other unforeseeable causes beyond the control and without fault or negligence of the party so affected. The party so affected will give prompt notice to the other party of such cause and take whatever reasonable steps are necessary to relieve the effect of such cause as rapidly as possible.

13. **LIMITATION OF LIABILITY:** TO THE FULLEST EXTENT PERMITTED BY LAW, BUT IN NO WAY LIMITING THE COMPANY'S OBLIGATION TO REMIT ALL FUNDS COLLECTED AND DUE TO THE INSTITUTION OR THE JOINT AND SEVERAL LIABILITY REQUIRED BY TITLE IV, THE LIABILITY OF EITHER PARTY TO THE OTHER UNDER THIS AGREEMENT WILL NOT EXCEED FIVE HUNDRED THOUSAND DOLLARS ($500,000). IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST PROFITS OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT, OR SPECULATIVE DAMAGES ARISING FROM ANY CLAIM OR ACTION HEREUNDER WHETHER BASED IN CONTRACT, TORT, OR OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES BEYOND THE AMOUNT SPECIFIED HERE ABOVE.

14. **WARRANTY:** THE COMPANY WARRANTS THAT SERVICES WILL BE PROVIDED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH GENERALLY ACCEPTED INDUSTRY STANDARDS AND IN ACCORDANCE WITH THIS AGREEMENT, INCLUDING ALL ATTACHMENTS; OTHERWISE, ALL SOFTWARE, TOOLS, AND PROFESSIONAL SERVICES RENDERED BY THE COMPANY UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITH NO

EXPRESS OR IMPLIED WARRANTY. THE COMPANY SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

15. **COMPLIANCE WITH LAW:** Each party will comply with the federal, state and local laws, rules, and regulations ("Laws"), including but not limited to laws governing consumer protection. The Institution assumes responsibility for and will hold the Company harmless from and against any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorney's fees, asserted against or incurred by the Company under federal, state or local laws as a result of the Company complying with any instruction or directive by the Institution, provided if at the time of the Institution's instruction or directive Company knows or reasonably suspects there is a legal concern, it shall be obligated to so inform Institution prior to executing the instruction or directive in order to receive this protection.

16. **TERM, RENEWAL, AND TERMINATION:** This Agreement will be effective as of date of the last signature affixed hereto ("Effective Date"). The termination date of this Agreement will be three (3) years from the Effective Date. The Agreement may be renewed for up to three (3) successive one (1) year terms thereafter by written amendment signed by both parties.

17. **DEFAULT:**

    a. **Payment:** Institution shall pay for Services in accordance with the attachments to this Agreement and within thirty (30) days of presentation of an invoice. If the Institution fails to pay for Services within thirty (30) days of receipt of notice that the payment is past due, delinquent amounts will be subject to interest at the rate specified in F.S._55.03(1) from the original date due. In the event that the Institution becomes ninety (90) days past due from the original date due, the Company may also, at its option, terminate this Agreement.
    b. **Material Breach:** With the exception of Section 17.a above, if either party refuses or fails to perform any obligation under this Agreement (a "Breach"), and fails or refuses to correct the Breach within thirty (30) days after receipt of written notice of the Breach from the nonbreaching party, the nonbreaching party may terminate this Agreement by sending an additional written notice stating the effective date of termination, in addition to exercising any other rights and remedies available to the party at law or under this Agreement.

18. **RELATIONSHIP:** Nothing contained herein is intended to create the relationship of a partnership, joint venture, or employer-employee. In performing this Agreement, the Company will act as an independent contractor and not as an employee or representative of the Institution. The Company will be solely responsible for and will promptly pay all federal, state, and municipal taxes, chargeable or assessed with respect to its employees and subcontractors, including but not limited to social security, unemployment, federal and state income tax withholding and other taxes and will hold the Institution harmless on account thereof.

19. **SEVERABILITY:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will nevertheless remain in full force and effect. The parties agree to negotiate in good faith a valid and enforceable substitute provision.

20. **HEADINGS:** The paragraph headings of this Agreement are for reference only and are not to be construed as terms.

21. **WAIVER:** Neither party's failure to exercise its rights hereunder will constitute or be deemed a waiver or forfeiture of such rights.

22. **ENTIRE AGREEMENT:** This Agreement and all Attachments, together with Order Forms, the service-specific Terms and Conditions attached hereto and/or to an Order Form, represents the entire agreement between the parties as to the matters set forth and supersedes all prior discussions or understandings between them. This Agreement may only be modified or amended in writing signed by authorized representatives of each party.

23. **BRANDING AND INTELLECTUAL PROPERTY:**

a. Each party will retain its ownership and intellectual property rights with regard to its copyrights, trademarks, service marks, registered marks, patents, pending patents, trade secrets, and any other forms of intellectual property. Neither party will have any ownership interest in the intellectual property of the other party. In no way limiting the foregoing, Company grants Institution permission to display its logo during the term of this Agreement provided that the Institution agrees to use the most current logo supplied by the Company and to display such logo on its website in a position where users will reasonably be able to find it and use it to link to the Company's website.
b. Company shall indemnify, defend and hold Institution, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees for any claim or lawsuit brought alleging infringement of any intellectual property right arising out of the Services being provided by Company under this Agreement. This paragraph shall survive the expiration or earlier termination of this Agreement.

24. MISCELLANEOUS CLAUSES:

a. Company shall not, except with prior written consent of Institution on each occasion or as expressly authorized in the Agreement, make any press or media announcements concerning this Agreement, or use the name, logos, or trademarks of any Institution, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising. If consent is required it shall be provided by Institution's Executive Director of Marketing or that position's designee.
b. The laws of the State of Florida shall govern all aspects of the Agreement without regard to any conflict of law principles. Exclusive venue of any legal actions arising out of the agreement shall be in Broward County, Florida. Institution is entitled to the benefits of sovereign immunity, including, but not limited to, immunity from suit in federal court.
c. Institution may terminate any Order Form issued under this Agreement upon at least thirty (30) days' notice to Company, with no further obligation to Company other than to pay for any amounts owing up to and including the effective termination date. Institution shall not be liable for any early termination charges and shall not be entitled to any refund of amounts paid in advance.
d. Institution is immune and/or exempt from the payment of taxes and shall not be responsible for the payment thereof. Institution will provide an appropriate exemption certificate.
e. Nothing in this Agreement shall act, or be construed, to increase or alter Institution's liability for tort claims beyond the waiver of immunity under F.S. 768.28, Florida Statutes.
f. If Institution is responsible for reimbursing travel expenses under any Order, F.S. 112.061 applies to that reimbursement. In order to be reimbursed, travel expenses must be expressly stated in the agreement or otherwise must be approved by Institution in advance.
g. Funding for each applicable fiscal year will be subject to Institution Board of Trustees' budgetary appropriation. In the event the board does not approve funding for any subsequent fiscal year, this Agreement or the applicable Order shall terminate upon expenditure of the current funding, notwithstanding

other provisions to the contrary. Institution will notify Company in writing after the adoption of the final budget for each subsequent fiscal year if funding is not approved.

h. Company represents and warrants that neither it, nor any of its suppliers, subcontractors, affiliates or consultants who shall perform work which is intended to benefit Institution, is a State of Florida convicted vendor or is included on the State of Florida's discriminatory vendor list. Section 287.133 or Section 287.134, Florida Statutes, apply to this Agreement.

i. The Company shall allow public access to this Agreement and all Attachments in accordance with the provisions of Chapter 119, Florida Statutes. Should the Company assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Company and Company shall bear all costs and fees related to the same.

If the Company meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Company must comply with public records laws, and shall:

i. Keep and maintain public records required by the College to perform the service.

ii. Upon request from the College, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Company does not transfer the records to the College.

iv. Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Company or keep and maintain public records required by the College to perform the service. If the Company transfers all public records to the College upon completion of the Contract, the Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Company keeps and maintains public records upon completion of the contract, the Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College

v. IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE COMPANY ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE COMPANY WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE COMPANY FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE COMPANY IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE COMPANY ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION.

INSTITUTION INFORMATION

111 East Las Olas Boulevard Mailing Address	59-1216107 Federal Tax ID
Fort Lauderdale, FL 33301 City, State, ZIP	43,700 (NCES) Enrollment

AUTHORIZED SIGNATURES

The District Board of Trustees of Broward College, Florida

DocuSigned by:

Signature 4/2/2019
Date

Jayson Iroff
Print Name

CFO
Title

Nelnet Business Solutions, Inc.
47-0751402

DeeAnn Wenger 4-25-19
Signature Date

DeeAnn Wenger
Print Name

President
Title

Corporate Headquarters:
Nelnet Business Solutions, Inc.
121 South 13th Street, Suite 201
Lincoln, NE 68508
866.315.1263

DeeAnn K. Wenger, President
DeeAnn.Wenger@nelnet.net
402.325.7241

DocuSign Envelope ID: [illegible]

ATTACHMENT A

GUARANTEED TUITION INSTALLMENT PLAN
TERMS AND CONDITIONS

1. **PLAN OVERVIEW AND DEFINITIONS:**

The Company's installment payment plan (the "Plan") will allow individuals ("Payers") to pay money owed to the Institution on a monthly installment schedule based on their enrollment date(s) by paying the Company a fee ("Enrollment Fee") per installment payment plan agreement ("agreement"). The Enrollment Fee is established by the Company and is subject to change annually, prior to the beginning of each academic year, based on the number of Payers that participated in the Plan in the prior academic year, the maximum amount allowed to be budgeted in the Plan, and the delinquency and loss experience of the Company, provided the Enrollment Fee and the monthly installment schedule may only be changed with the express prior written approval of Institution and upon being authorized as required by law.

a. The Enrollment Fee established for the academic year 2018-2019 is $30, $35, $40 based on the payment option selected by the student.

b. The "Guarantee Amount" is an amount equal to the agreement balances, less any adjustments, for Payers in a given semester that the Company determines, at its sole discretion, to guarantee.

c. The "Guarantee Date" is a date agreed upon by the Institution and the Company wherein all student receivables are required to be paid.

d. The "First Deposit Date" is a date, generally within ten (10) business days following the Guarantee Date, when the Company remits funds to the Institution, less fees owed to the Company, for those Payers who are not being guaranteed by the Company. The Institution is responsible for making appropriate refunds.

e. The "Second Deposit Date" is a date, generally within sixty (60) days following the Guarantee Date, when the Company remits the Guarantee Amount to the Institution.

f. The "Reconcilement Date" is a date, within five (5) days following the third attempt of the final payment, when the Company will notify the Institution of the total defaulted payment amounts for the semester.

g. "Losses" are defined as the difference between the Guarantee Amount and the total amount of payments collected by the Company after the Guarantee Date, divided by the Guarantee Amount.

h. Payer enrollment in the Plan will occur via the Internet using the Company's enrollment website ("Enrollment Site"). No paper-based enrollments are allowed.

i. The Plan shall be available for the benefit of an enrolled student in good standing at the Institution who is authenticated by the Institution's student information system (SIS). The Payer must have a valid checking or savings account at a U.S. financial institution, or a credit or debit card accepted by the Company.

j. Plan options, including the number of payments available and the requirement and amount of a down payment, are established by the Institution and the Company.

k. The Company may terminate an agreement at any time if a payment attempt or Enrollment Fee attempt fails.

l. Available Plan options are based on the point in time that the student enrolls in the Plan and will change from time to time as payment dates expire. All available Plan options must have prior written approval of Institution and be authorized in accordance with law.

m. The Company will assess Plan participants a Returned Payment Fee for each returned payment (*e.g.*, due to insufficient funds). The Returned Payment Fee will remain fixed for the term of the Agreement.

n. The Institution will select the method under which the cost associated with credit card processing is paid. If the Institution elects to change this option at any time, it may only do so on a semester basis (*i.e.*, change cannot be made mid-semester). The Institution understands and agrees that the rate(s) may change if the Company's bank rate(s) changes.

i. [X] Option A: The Company will withhold from the Institution's remittance a merchant processing fee equal to 2.25% of the credit card portion of the Guarantee Amount. Credit and debit cards accepted for this purpose include MasterCard, Discover, American Express, and Visa.

ii. [ ] Option B: The Plan participant will be quoted and charged a convenience fee for enrolling through the Internet. Should the Institution select this option, no merchant processing fees will be paid by the Institution. The convenience fee is calculated at 2.75% of the initial agreement balance. The Plan participant will have the option to refuse the convenience fee option, at which time they may select another payment option through the Plan. Credit and debit cards accepted for this purpose include MasterCard, Discover, American Express, and Visa.

o. The Company will introduce to the Institution a preferred Merchant Acquirer for processing credit and debit card transactions. There will be additional contractual terms and conditions between the Institution and Merchant Acquirer and its affiliated merchant bank. The Institution is responsible for adhering to all applicable card association rules and regulations with any Merchant Acquirer.

2. **COMPANY DUTIES:**

a. Company will provide installment payment plan administration services as described in this Attachment A. In addition, the Company will provide the Institution with online reporting as well as a marketing strategy to promote the Plan.

b. The Company will provide the Institution with an Enrollment Site wherein any enrolled student in good standing at the Institution may enter into a Plan agreement and/or make full payment, as allowed by the Institution.

c. Company agrees to be fully responsible for the maintenance/editing/cost of the Enrollment Site, as the same may be updated from time to time, used in conjunction with the performance of this Agreement. The Enrollment Site is currently in operation and Company shall continue to operate the Enrollment Site throughout the term of this Agreement with at least materially the same functionality and support as is currently provided on the Effective Date.

d. Company will allow the Institution to adjust agreement amounts up to ten (10) days prior to the payment

date immediately preceding the Guarantee Date through an upload of changes from the Institution SIS to the Company.

e. Company will remit the Guarantee Amount to the Institution on the Second Deposit Date. Company shall not withhold Enrollment Fees or Returned Payment Fees from the Guarantee Amount. Company may terminate, at its sole discretion, prior to or on the Guarantee Date, any Plan agreement for non-payment of any payment or for delinquency arising out of an agreement in a previous semester. All currently enrolled students shall have access to a Plan other than students who have defaulted under a Plan in a prior semester and have not remedied the default(s).

f. Company shall remit funds to the Institution, less fees owed to the Company, for those Payers who are not being guaranteed by the Company on the First Deposit Date. The Institution shall be responsible for making any appropriate refunds.

g. The maximum amount of a Plan agreement will be $4,500 for in-state students and $4,500 for out-of-state students. Should a Plan participant's balance exceed this amount, the overage will be added to the required down payment and be processed immediately upon enrollment in the Plan. The maximum amount of a Plan agreement will increase on a percentage basis at the same rate as tuition to keep pace with tuition increases.

h. Company will accept agreement balance decreases from the Institution after the Guarantee Date and adjust the agreement balance and any remaining payments.

i. Company will remit the Guarantee Amount and any previously collected payments to the Institution by automatic bank deposit on the Second Deposit Date. The Institution will designate an account to be used for this purpose. The Institution authorizes Company to initiate credit entries to the account for the purpose of remitting funds.

j. Company agrees to keep all student and Payer records strictly confidential and to retain all financial records for at least three (3) years after the end of each semester. Access to the records will be provided (without cost) to the Institution.

k. Company will deposit installment payments to a custodial tuition account. Funds held in the custodial account will be backed by the full faith and credit of the United States government through FDIC insurance or government-backed investments.

l. Company agrees to:

   i. Obtain authorization for all credit and debit card transactions;
   ii. Warrant that all credit and debit card transactions transmitted to Merchant Acquirers are secure;
   iii. Remain in compliance with the most current and appropriate representations, warranties, and covenants contained in the Operating Manual, the Operating Regulations, and applicable laws, rules of the preferred Merchant Acquirer, and the applicable card associations;
   iv. Comply with Payment Card Industry (PCI) Data Security Standard (PCI-DSS) and undergo Level 1 PCI audits as necessary;
   v. Keep data confidential and not copy, publish, sell, exchange, disclose or provide to others or use any information, documents or data, provided or disclosed to the Company or any account information related to credit and debit cards or cardholders for any purpose other than performing the Company's

obligations under the Agreement, as required by the PCI DSS, or as required by applicable law; and

vi. Ensure that all system interfaces are compatible with the requirements of the processing systems and networks established and used by a Merchant Acquirer.

m. Company agrees to comply with all applicable federal, state, and local laws, statutes, rules, and ordinances regarding collection of tuition and associated fees.

n. Company shall provide interactive training to Institution staff members who implement the Plan, including training relative to online reporting and any additional training as necessary.

3. **INSTITUTION DUTIES:**

a. Institution shall agree to hold academic transcripts and refuse re-enrollment to any student associated with a delinquent agreement at Institution's sole discretion.

b. Institution shall agree, in the event a Plan participant defaults on any payments, to support the Company's collection process. The Company may at any time, after notifying the Institution, turn the same over to collection agencies or take other legal action as provided by law to collect the defaulted amount.

c. Institution shall allow the Company to terminate an agreement at any time if the responsible party is not current on payments prior to the Guarantee Date. All currently enrolled students shall have access to a Plan other than students who have defaulted under a Plan in a prior semester and have not remedied the default(s).

d. Institution shall remit to the Company any decreases to agreement balances after the Guarantee Date.

e. Institution shall establish an account wherein the Company may process ACH credit entries for tuition remittance.

f. Institution shall agree to reimburse the Company for any chargebacks on credit or debit card payments and/or any late ACH returns for up to six (6) months from the date the payment was processed.

g. Institution shall not increase agreement balances within ten (10) business days prior to the payment date immediately preceding the Guarantee Date.

h. Institution shall be responsible to determine that the Plan offered by the Institution and administered by the Company is compliant with rules, regulations, and applicable tuition and fee statutes required of the Institution. Otherwise, Company is responsible for ensuring that the Plan is compliant with all applicable local, state and federal laws.

i. The Institution assumes the various obligations of a Merchant under credit card association rules. As the Merchant, the Institution has obligations under PCI DSS. On an annual basis, the Institution may be required to complete a PCI DSS Self-Assessment Questionnaire (SAQ) and Attestation of Compliance (AOC) to validate compliance with PCI DSS, even if such validation is simply to confirm that all cardholder data functions have been fully outsourced to the Company. Failure to complete an SAQ/AOC when required may result in penalties assessed to the Institution under the applicable card association rules and regulations.

j. While this Agreement is in effect, Institution grants the Company the right to use the Broward College logo in a manner to identify the Enrollment Site as being for the payment of Institution's tuition and fees, provided the Company also makes it clear that the Company is operating, and responsible for the content of, the Enrollment Site and Plan administration.

4. **DATA INTEGRATION:** The Company and the Institution shall work together in cooperation, each at its own expense, to accomplish the level of data integration between the Institution's SIS and the Company's system(s) to administer the Plan. For purposes herein, a download refers to the transmission of data from the Company to the Institution, and an upload refers to the transmission of data from the Institution to the Company. The necessary levels of data integration required to administer the Plan include but are not limited to:

   a. An upload of student enrollment balance information from the SIS system to the Enrollment Site, commonly referred to as a "Web carry along" of student balances.

   b. An upload of actual or estimated financial aid awards, scholarships or other amounts credited to the student.

   c. An upload of increases or decreases to agreement balances as a result of a process commonly known as "drop and add" prior to the Guarantee Date.

   d. An upload of credit adjustments (reductions) to agreement balances after the Guarantee Date.

   e. A download of payment data originating from full payments, down payments and regularly scheduled tuition installment payments from the FACTS online system to SIS.

   f. Other points of integration as determined by the parties.

5. **TERMINATION:** The Plan termination rights of the parties under this Attachment A are as follows:

   a. Company shall have the option to terminate the Plan services (i) upon thirty (30) days written notice to the Institution if Losses in the Plan exceed 1.5%, measured as of the Reconcilement Date, such notice to be given no later than thirty (30) days prior to the beginning of the next semester, provided if Plan enrollment has already begun for that next semester, the termination will not be effective until Plan enrollment has concluded; or (ii) upon one hundred eighty (180) days written notice to the Institution without cause and without penalty.

   b. Both parties shall have the right to serve notice of default to the address of record of the party asserted to be in default, requiring satisfactory resolution to the terms of default within thirty (30) days after receipt of said notice. Failure on the part of the defaulted party to resolve the default will provide the prevailing party the right to exercise termination with cause.

ATTACHMENT B

HOSTED BUSINESS SERVICES TERMS AND CONDITIONS

1. **DEFINITIONS:**

a. **"Agreement"** means the Professional Services Agreement executed between the Institution and the Company (collectively, "**the Parties**") which incorporates applicable Order Forms and Terms and Conditions.

b. **"Cashiering"** means a secure, integrated solution for processing student and non-student payments (e.g., departmental deposits, donations, tickets) in real time. The Company's cashiering application validates general ledger accounts, provides audit controls and robust receipting, integrates easily with an institution's ERP, and has a flexible front end to allow the institution to configure multiple transaction types.

c. **"Change Requests"** are requests by the Institution to modify existing system features or their output. To meet Change Requests, NBS provides Professional Services at an hourly rate as quoted on the Change Request form.

d. **"Commencement Date"** is the date of the first transaction processed by the Company on behalf of the Institution for any contracted product or service.

e. ***"Commerce Manager™"*** is a feature of *QuikPAY* which allows an institution the ability to self-deploy new departments throughout campus (except Company-Deployed Departments as defined below) with no incremental charge. Each department on campus can conduct business, collect information, and accept one-time payments online while centralized administrators maintain control of accounting in the business office.

f. **"Company-Deployed Department"** means a primary or central department, or a separate one for each campus, like the main business office or student financial services office, that must be deployed by the Company (in contrast to the self-deployed *Commerce Manager* departments described above). A Company-Deployed Department, also referred to as "classic" or "standalone" department, has separate reporting, and can accept recurring automatic or scheduled payments. Each Company-Deployed Department must be purchased separately.

g. **"Documentation"** means user's manuals and other documentation made available to the Institution by the Company with respect to the System, but excludes any marketing or promotional materials.

h. **"e-Bill"** means an attempt to make available a billing statement in electronic form to a potential payer.

i. **"End User"** means each Institution employee, student, or an authorized third party who is permitted to access and/or use the Company's System and applications under the terms of this Agreement.

j. **"Enterprise"** means the Company's proprietary system, based on the .NET platform, through which it delivers Company's Enterprise-specific campus commerce software.

k. **"e-Pay"** means an attempt to process an electronic payment through the System software.

l. **"ERP"** means an Institution's Student Information System (Enterprise Resource Planning software).

m. **"eStore"** means a self-service web store which allows an institution to sell physical goods, process event registrations, and solicit donations. Consumers can add multiple items to a shopping cart and pay for these items using a credit or debit card or eCheck in a single transaction. Institutions can set up multiple stores, create and manage products, view orders, track inventory, and record order fulfillment.

n. **"Integration Connector"** means a series of instructions to post information to and/or from the Company's system and the Institution's ERP system; it is a component of Company's collective "System".

o. **"Intellectual Property Rights"** means any and all existing or future worldwide copyrights, trademarks, service marks, trade secrets, patents, patent applications, know-how, moral rights, contract rights, and other proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing pertaining to the System.

p. **"Institution Content"** means any data or content that is submitted by the Institution and collected and stored by the Company's system.

q. **"Merchant Acquirer"** means an organization affiliated with a bank licensed by card associations to enroll merchants and arrange for the necessary authorization and settlement of credit and debit card transactions.

r. **"New Feature"** means a major enhancement or service with significant new functionality and as listed on an Order Form. New Features may be "turned on" for an additional charge as agreed to by executing an additional Order Form.

s. **"Order Form"** means that list of hosted business services and pricing, completed and executed by the Institution, which accompanies these Terms and Conditions and is incorporated into the Agreement between the Parties.

t. **"Professional Services"** means services provided to the Institution by the Company which include, but are not limited to, analysis; Setup Services; software modifications; coding, implementation, installation, project management, system testing, acceptance testing support, or Institution training; and any other hourly services requested by the Institution.

u. **"*QuikPAY*®"** means the Company's proprietary system, based on the J2EE platform, through which it delivers Company's *QuikPAY*-specific campus commerce software (e.g., Commerce Manager).

v. **"Setup Services"** means the standard initial services provided by the Company to set up and configure the system as specified in each fully executed Order Form in accordance with the Company's policies and procedures.

w. **"Staff"** means those Institutional employees designated by the Institution to work with the Company in deploying and managing the system and hosted services.

x. **"System"** means collectively the Company's campus commerce software and system and Integration Connector, whether delivered via *QuikPAY* or the .NET platform, and such hosting, support, maintenance, installation, and Setup Services requested by the Institution pursuant to an executed Order Form and provided by the Company pursuant to the Agreement between the Parties and these Terms and Conditions. The System includes, without limitation, 1) any materials of the Company's licensors or contractors, 2) any modified, Upgraded, or enhanced versions of all code, and 3) all modifications and Upgrades that may become part of the System pursuant to this Agreement.

y. **"System Site"** means the website provided by the Company to the Institution, accessed through the Institution's website, where End Users may access and use the System.

z. **"Upgrade"** means a modified version of the System that contains patches, bug fixes, error corrections, enhancements, New Features, and other maintenance items. New Features may be "turned on" for an additional charge as agreed to by executing an additional Order Form.

2. **SERVICES:**

a. **Provision of Services by Company:** Subject to the terms and conditions of the Agreement and these Terms and Conditions, Company will provide the System to the Institution. In addition, Company will use commercially reasonable efforts to ensure that the System is accessible through the System Site over normal network connections, with the exception of downtime due to necessary maintenance, troubleshooting, and emergency changes. See the Service Level Agreement attached to this Agreement as Attachment E.

b. **Support and Maintenance:** So long as Institution is not in default beyond applicable notice and cure periods, Company will make Upgrades available for the System when and if made available for general release in Company's sole discretion. Company will provide telephone support services to Institution Staff during Company's regular business hours for system related questions. If Institution desires additional services, including, without limitation, training or customization services, Company may provide such services pursuant to its standard rates and terms for Professional Services. Provision of support and maintenance does NOT include New Features. New Features must be purchased through a validly executed Order Form.

c. **Professional Services:** Professional Services will be provided to the Institution only pursuant to the terms of an executed Order Form or Change Request form. Professional Services will be provided by the Company at its then-applicable hourly rate.

3. **TITLE IV COMPLIANCE:** The Company will comply with all statutory provisions of or applicable to Title IV of the Higher Education Act (HEA), all regulatory provisions prescribed under that statutory authority, and all special arrangements, agreements, limitations, suspensions, and terminations entered into under the authority of statutes applicable to Title IV of the HEA, including, but not limited to, the following:

a. **Notification:** The Company will notify the U.S. Department of Education ("the Department") of its status as a third-party servicer on behalf of the Institution, as it relates to Title IV program funds, within ten (10) calendar days of a fully executed Agreement or Order Form for each regulated Service. The Institution will be responsible for notifying the Department of its decision to contract the Company as a third-party servicer within the timeframe necessary to ensure the Institution's compliance with Title IV statutes.

b. **Use of Funds:** The Company will use any funds that the Company administers under any Title IV program solely for the purposes specified and in accordance with that program.

c. **Report of Misconduct:** The Company will refer any information to the Office of Inspector General of the Department of Education for investigation if there is reasonable cause to believe that the Institution might have engaged in fraud or other criminal misconduct in connection with the Institution's administration of any Title IV program.

d. **Liability:** Company shall be jointly and severally liable with Institution to the U.S. Secretary of Education for any violation by the Company of any statutory provision of or applicable to Title IV of the HEA.

e. **Audit:** The Company will undergo and submit an annual Title IV compliance audit.

f. **Return of Records, Funds:** The Company will return to the Institution all records and Title IV funds in the Company's possession pertaining to the Institution's participation in the program(s) if the Company or Institution terminates the contract, if the Company stops providing services for the administration of a Title IV program, or the Company files a petition under the Bankruptcy code (34 C.F.R. § 668.25(c)(5)).

4. **SUBSCRIPTION AND RESTRICTIONS:**

a. **Subscription:** So long as Institution is not in default beyond applicable notice and cure periods, during the term of this Agreement applicable to this Attachment B, Company will provide to the Institution a non-exclusive, non-transferable subscription and license that enables End Users to access and use the System through the System Site solely for the Institution's internal business purposes as contemplated by this Agreement and solely in accordance with the Documentation.

b. **Restrictions:** Institution will not, and will instruct End Users not to: (i) modify, adapt, alter, translate, or create derivative works from the System or the Documentation; (ii) merge the System with other software; (iii) intentionally allow any third party who is not an End User access to or use of the System unless required by law; (iv) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the source code for the System; (v) knowingly infringe on any of the Company's Intellectual Property Rights; or (vi) otherwise use or copy the System or the Documentation except as expressly permitted under this Section 4 and including mutually agreed upon data integration efforts.

c. **Information Access:** The Institution will have access to the System. The parties agree not to disclose User IDs and Passwords to unauthorized personnel, and each party will notify the other immediately if an unauthorized person obtains access to them. The Institution will also notify the Company if a User ID and Password is no longer needed by a representative of the Institution.

d. **Appropriate Use:** Institution acknowledges that End Users must abide by the terms of the System Site, and Company reserves the right to deny access to the System to any End User who does not abide by such terms. End Users may use the System only for the purposes of viewing bills, submitting payments, and performing commerce-related activities for the sole benefit of the Institution. Use will be subject to any and all posted terms that are not inconsistent with terms herein. The Institution will ensure that the Institution, Staff, and End Users who use the System comply with all applicable laws and regulations and any written or electronic instructions for use provided by Company.

e. **Scans:** If Institution deems it necessary to perform security scans or other similar tests, the Institution must comply with the following mandatory requirements: (i) provide one (1) week's notice of intent to test; (ii) coordinate testing with Company staff; (iii) perform testing only during non-peak non-daytime hours; and (iv) compensate Company the greater of $2,500 or the Company's then-applicable Professional Services rate per staff hour.

5. **PAYMENT TERMS:**

a. Operational Fees: Operational fees (which may include hosting, maintenance, and transactional charges) for the System will be invoiced on a monthly basis. The first applicable billing date for Operational Fees will be the Commencement Date.

b. Setup Services: Fifty percent (50%) of the Setup Services fee for the initial deployment will be invoiced and presented upon execution of the Agreement and prior to project kickoff. For additional products/services or subsequent enhancements, if any, fifty percent (50%) of the Setup Services fee will be invoiced and presented with each Order Form. If the Institution delays deployment of any feature, it is responsible for the fixed flat pricing stated on the Order Form for all features, if applicable. The Institution must pay the Setup invoice in order to engage a System Project Manager. All other invoices are due within thirty (30) days of receipt.

c. **Professional Services:** Professional Services will be provided at the Company's then-applicable hourly rate as specified on an Order.

d. **Taxes:** The Institution is responsible for all taxes associated with the services described herein, excluding taxes for the Company's income. Notwithstanding the foregoing, Company acknowledges that Institution has advised it that Institution is immune and/or exempt from the payment of taxes and shall not be responsible for the payment thereof. Institution will provide an appropriate exemption certificate.

e. **Third-Party Changes:** The Company may adjust its fees or procedures as a result of changes in pricing or procedures by any third-party provider or regulator of a product or service used by the Institution. Such new prices or procedures will be applicable to the Institution as of the effective date established by the third-party provider or regulator, or as of any later date specified in the Company's notice to the Institution. (*For example*: The merchant discount fee or convenience fee is subject to change by the

Company upon thirty (30) days' advance notice if the Company's bank merchant rate increases due to changes made by Visa, MasterCard, Discover, or American Express.)

f. **Company Pricing Changes:** Operational, transaction and other fees are stated in Attachment C. They may be adjusted after the initial term, annually on July 1, by not more than 5% per year, subject to the mutual agreement of the parties. Fee increases, if any, will only apply to Institution-purchased products/services that have been implemented ("live", "in production") for a minimum of twelve (12) months as of July 1 of any given year.

6. INSTITUTION RESPONSIBILITIES:

a. **Staff Participation:** Timely Staff participation is required for requirements gathering, System configuration, deployment, testing and training in accordance with the scheduled timeline for delivery.

b. **Marketing:** The Institution will communicate the availability of the System, without limitation, through the Institution's website to the Institution's End Users.

c. **Commencement:** The Institution will make the System available to End Users through the Institution's website beginning on the Commencement Date.

d. **Acceptance Testing:** With each Service implementation, the Institution will, with the Company's assistance, have the right to verify the operation of the System in accordance with Company documentation. The Acceptance Testing Period will be a time period not to exceed ten (10) business days from the date of delivery to determine whether the System materially conforms to the Company documentation. Notwithstanding the foregoing, if the System materially conforms to the Company documentation, based upon the reasonable judgment of pass or fail, or if no notification is given to the Company during the ten (10) business day Acceptance Testing Period or subsequent Acceptance Testing Periods, the System will be deemed accepted. The Acceptance Date will be the date that the Institution determines that the System satisfactorily complies with the Documentation, or the date acceptance occurs, whichever comes first. If the System fails to materially conform to Company documentation, the Institution will notify the Company of such failure in writing within the ten (10) business day Acceptance Testing Period. The Company will have twenty (20) business days after receipt of such notice to use its reasonable commercial efforts to correct, modify, or improve the System to conform to the Company documentation. Thereafter, the Institution will have a subsequent Acceptance Testing Period of five (5) business days from the date of redelivery in which to re-conduct its Acceptance Testing. This process will be repeated as necessary until the System is deemed to be accepted hereunder, provided if this process continues for more than one hundred twenty (120) days for a given Service, Institution may terminate the Service(s) covered by this Attachment.

e. **Technical Support:** The Institution will provide adequate technical support to the Company, its licensors, and contractors for the deployment of the System into the Institution website and assist the Company, its licensors, and contractors in the identification and resolution of service problems. In some circumstances, the Institution may have to program its ERP to work properly with the Company's Integration Connectors.

f. **Dependencies:** The Institution will provide necessary information and assistance to the Company to provide the System and Professional Services. The Institution understands and acknowledges that the Company's ability to provide the System and Professional Services will depend on various assumptions, dependencies, and prerequisites, as well as the completion of certain tasks or schedules by the Institution, the Institution's agents, or third parties that are outside of the Company's control; therefore, the Company's inability to perform, due to such matters, will not be deemed a breach of this Agreement by the Company and its duties hereunder will be mitigated to such extent.

g. **Backups:** The Institution agrees that it will be the Institution's responsibility to maintain duplicate copies of all original data and information and agrees that the Company will not be responsible or liable

for any loss or destruction thereof during the course of rendering System services, unless loss or destruction of any such data is caused by the intentional misconduct of the Company. The Company may archive data (or cause its agents or contractors to archive data), if and to the extent that the Company, in its sole discretion, deems appropriate in connection with this Agreement.

7. **OWNERSHIP:** All rights, title, and interest in and to the system (and its related software, tools, integration connectors, Institution modifications through Professional Services, and other technology, or portions thereof) and the copyright, patent, trademark, trade secret, and all other proprietary rights therein, and any derivative works created from them, will inure to the sole and exclusive benefit of the Company, its licensors, and contractors (as designated by the Company) from the date of conception, creation or fixation of any of the foregoing in a tangible medium of expression. The Institution expressly acknowledges that it will acquire no rights or interest therein. The Institution hereby assigns, and will assign, to the Company, its licensors, and contractors (as designated by the Company) all rights, title, and interest of the Institution, if any, in and to all of the foregoing. All rights not expressly granted under this Agreement are reserved by the Company. The Institution acknowledges that it may develop and disclose to the Company certain ideas, know-how, and forms of expression concerning or related to the system provided hereunder including derivative works (collectively "Developments"). To the extent that the Institution has any ownership interest in such Developments, the Institution hereby grants to the Company a perpetual, nonexclusive, royalty-free license to use such Developments in connection with the system and generally in connection with the operation of the Company's business.

8. **CONTENT WARRANTY:** Institution will be solely responsible for providing all Institution Content. "Institution Content" means any data or content that is submitted by the Institution and collected and stored by the Company's System. Institution will be solely responsible for ensuring the appropriateness of any data provided by End Users at the request of the Institution (for example, on a form created by the Institution, if applicable). Institution grants to Company all necessary proprietary rights and licenses in and to Institution Content solely as necessary for Company to provide the Services for Institution. Institution will not provide Institution Content that: (a) infringes or violates any intellectual property rights, publicity/privacy rights, law or regulation; (b) intentionally contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate any System, data or personal information; or (c) is materially false, misleading or inaccurate. Institution will not provide Company with data from End Users: (a) the storage of which, at the time it is provided to Company, would violate applicable laws and regulations; or (b) that is not necessary for the provision of the Services. Institution acknowledges that while it may desire to collect data from End Users which is not required in the delivery of the Services, i.e., Institution requests a custom information field, Company has not undertaken the obligation to encrypt such information absent an express agreement to do so. Company may take remedial action if content violates this Section 8; however, Company is under no obligation to review content or data for accuracy or potential liability. Institution will be responsible for its breach of any of the foregoing arising from any third-party claim and will hold harmless Company from any and all losses, costs, damages, liabilities or expenses (including without limitation reasonable attorneys' fees) incurred or arising from any claim by a third party arising out of the content or data.

9. **RISK:** Subject to Section 2(a) hereof, the Institution understands that the System will not be uninterrupted or error free. The Institution agrees that it will be responsible for notifying its End Users of the need for End Users to maintain the confidentiality of user identifications and passwords, if applicable, as well as the risks inherent in using the Internet as a medium for the transport of information, including personal or confidential information. The Institution agrees to maintain backups of its ERP, including historical data transmitted to the Institution by the Company.

10. **DISCLAIMER:** SUJBECT TO SECTION 2(a) HEREOF, THE INSTITUTION ACKNOWLEDGES THAT PERIODIC UNAVAILABILITY OF THE SYSTEM DUE TO MAINTENANCE, BACKUP, AND UNAVAILABILITY OF HOSTING FACILITIES, TELECOMMUNICATIONS FAILURES OR OTHER CAUSES BEYOND COMPANY'S CONTROL WILL NOT CONSTITUTE A BREACH OF THIS AGREEMENT.

11. **ACH PROCESSING:** ACH (i.e., Automated Clearing House) payments are batched at the end of each business day and deposited within two (2) business days by Company. The Institution must designate a demand deposit account ("Account") at a bank located in the United States ("Bank") that participates in the ACH network. The Institution must also provide the Company the required information about the Account and the Bank, and must notify the Bank that the Company may have access to the Account to reimburse itself for returned transactions. See the Refund Process below, if applicable, for additional information about debit blocks and ACH processing. Please be aware that ACH may not be an appropriate payment method for the sale of goods and services requiring immediate fulfillment (i.e., certain Commerce Manager sales, etc.). The ACH network lacks real-time authorization and transaction returns can take up to two (2) business days; this creates risk of loss if goods have already been shipped.

12. **CASHIERING (if applicable):**

    a. **Institution Obligations**: The Institution will:
        i. Continue to safeguard payee information in accordance with FERPA, GLBA, and other confidential requirements;
        ii. Comply with any applicable rules and regulations as prescribed by NACHA, Check for the 21st Century Act (Check 21), and abide by any applicable Payment Card Industry standards as outlined by the PCI Security Standards Council;
        iii. Be responsible for and hold the Company harmless for any and all liabilities, damages, expenses, or losses incurred by the Company because of any act or omission of the Institution, its officers, employees, or End Users in connection with or relating to inaccurate payee information, third party theft, and detection of fraudulent activities;
        iv. Purchase only NBS-certified cashiering equipment. Institution is responsible for hardware maintenance and support;
        v. Make Staff available for cashiering and administrative systems training;
        vi. Permit access to the ERP system and support to properly install and maintain cashiering operations.
    b. **Company Obligations**: The Company will:
        i. Comply with any applicable rules and regulations as prescribed by NACHA, Check 21, and abide by any applicable Payment Card Industry data security standards as outlined by the PCI Security Standards Council, as applicable;
        ii. Be responsible for and hold the Institution harmless for any and all liabilities, damages, expenses, or losses incurred by the Institution because of any act or omission of the Company, its officers, or employees in connection with or relating to inaccurate payee information, third-party theft, and detection of fraudulent activities;
        iii. Provide a hosted cashiering and departmental deposit solution;
        iv. Work with Institution Staff to Integrate to the Institution's ERP system;
        v. Provide in-person payment processing for cash, check, credit card, and/or debit card transactions;
        vi. Provide configuration and operations expertise as well as critical connection support;
        vii. Provide limited offline cash receipting capabilities when NBS host system is unavailable; and
        viii. Offer on-site assistance as necessary with proper notice and cost.

13. **ESTORE (if applicable):**

a. **Institution Obligations**: The Institution will:
   i. Continue to safeguard payee information in accordance with FERPA, GLBA, and other confidential requirements;
   ii. Comply with any applicable rules and regulations as prescribed by NACHA and abide by any applicable Payment Card Industry standards as outlined by the PCI Security Standards Council;
   iii. Be responsible for and hold the Company harmless for any and all liabilities, damages, expenses, or losses incurred by the Company because of any act or omission of the Institution, its officers, employees, or End Users in connection with or relating to inaccurate payee information, third party theft, and detection of fraudulent activities;
   iv. Make Staff available for product and administrative systems training; and
   v. Permit access to the general ledger system and support to properly install and maintain product operations, if applicable.

b. **Company Obligations**: The Company will:
   i. Continue to safeguard payee information in accordance with FERPA, GLBA, and other confidential requirements per the Agreement;
   ii. Comply with any applicable rules and regulations as prescribed by NACHA and abide by any applicable Payment Card Industry data security standards as outlined by the PCI Security Standards Council, as applicable;
   iii. Be responsible for and hold the Institution harmless for any and all liabilities, damages, expenses, or losses incurred by the Institution because of any act or omission of the Company, its officers, or employees in connection with or relating to inaccurate payee information, third-party theft, and detection of fraudulent activities;
   iv. Work with Institution Staff to integrate the Institution's general ledger system with eStore, if applicable;
   v. Encrypt data to the highest industry standards to ensure the security of payment data processed by Company;
   vi. Provide configuration and operations expertise as well as critical connection support; and
   vii. Offer on-site assistance as necessary with proper notice and cost.

Corporate Headquarters:
Nelnet Business Solutions, Inc.
121 South 13th Street, Suite 201
Lincoln, NE 68508
866.315.1263

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nelnet BUSINESS SOLUTIONS

ATTACHMENT C

ORDER FORM
Hosted Business Service

Broward College
April 25, **2019**

Existing service(s): *Current Company-delivered services provided to Institution as of the Effective Date of the Agreement.*

Product/Service [1]	Setup Fee	Monthly Fee	Transaction Fee [2]	Consumer Fee
Guaranteed Tuition Installment Plan (TMG1) [3]	Current service			
Payment Plan Enrollment Fee – Semester (1-2 payments) [4]				$45.00
Payment Plan Enrollment Fee – Semester (3 payments) [5]				$40.00
Payment Plan Enrollment Fee – Semester (4-6 payments) [6]				$35.00
Returned/Declined Payment Fee [7]				$30.00
Discount Fee Program [8] *(Aggregate Settlement)*			2.25%	
Florida Consortium Integration [9]				

[Order Form continued on following page.]

[1] Each service is configured to Institution specifications without source code customization. Any post-initial deployment configuration change requests will be billed at the then-current Professional Services rate.

[2] Fees apply for both ACH and credit card payments. Per transaction fees assessed for any Company-initiated transaction, including but not limited to payments, credit card refunds and/or reversals, and in-person payments, if applicable.

[3] All associated plan fees are assessed to Payer/Responsible Party (see Consumer Fees); Institution is responsible for applicable credit card discount fees, if any.

[4] $45.00 Enrollment Fee ($40.00 Collected for Company + $5.00 Collected for Institution)

[5] $40.00 Enrollment Fee ($35.00 Collected for Company + $5.00 Collected for Institution)

[6] $35.00 Enrollment Fee ($30.00 Collected for Company + $5.00 Collected for Institution)

[7] NSF for eCheck or declined card.

[8] Discount Fee charged to Institution. Merchant services provided by PaymentSpring for Visa, MasterCard, Discover, and American Express. Credit card rates are subject to change, prospectively, with thirty (30) days' advance notice resulting from increases by any applicable card association.

[9] Institution-provided/built integration.

nelnet BUSINESS SOLUTIONS

ATTACHMENT C *(continued)*

ORDER FORM
Hosted Business Service

Broward College
April 25, **2019**

To be implemented: *Company-delivered services to be migrated/implemented; upon completed migration/implementation, the following pricing will apply for the service(s) specified.*

Product/Service [1]	Setup Fee [10]	Monthly Fee [11]	Transaction Fee [2]	Consumer Fee
Enterprise eBill [12]	$10,000	$2,100		
Enterprise ePay			$0.20	
☐ Web-Provided ePay [13] *(Optional; check box to elect)*			$0.20	
ACH Return *(ePay & Web-Provided ePay)*			$1.00	
Enterprise Guaranteed Tuition Installment Plan (GTIP) [3]	Waived [14]			
Payment Plan Enrollment Fee – Semester (1-2 payments) [4]				$45.00
Payment Plan Enrollment Fee – Semester (3 payments) [5]				$40.00
Payment Plan Enrollment Fee – Semester (4-6 payments) [6]				$35.00
Returned/Declined Payment Fee [7]				$30.00
Discount Fee Program [15] *(GTIP; Aggregate Settlement)*			2.25%	
Cashiering [16]	$10,000	$2,500		
Commerce Manager [17]		$ 0	$ 0.20	
Bluefin P2PE DecrypTX® Service *(Check box, input # of devices.)* for Enterprise ePay & Commerce Manager			$ 0.10	
☐ 1 – 15 Devices (per device) [18]		$25.00		
☐ 16 – 30 Devices (per device) [18]		$20.00		
☐ 31+ Devices (per device) [18]		$15.00		
P2PE Peripheral: ID TECH SREDKey [19]				

[10] Fifty percent (50%) of the Setup Fee will be invoiced and presented prior to project kickoff. Institution must pay the Setup invoice in order to engage an Implementation Manager.

[11] Monthly Fee includes hosting, maintenance, technical support, and release upgrade services.

[12] Unlimited eBills.

[13] Institution must implement/have Enterprise ePay.

[14] Waived in consideration of migration from Legacy (TMG1) platform.

[15] Discount Fee charged to Institution. Merchant services provided by PaymentSpring for Visa, MasterCard, Discover, and American Express. Credit card rates are subject to change, prospectively, with thirty (30) days' advance notice resulting from increases by any applicable card association.

[16] Original Setup Fee of $30,000 discounted in consideration of Company's existing business relationship with Institution.

[17] Commerce Manager will be implemented as the payment engine for Cashiering; there is no additional Monthly Fee for Institution's use of Commerce Manager in this manner. Should Institution desire to set up and use separate Commerce Manager orders not directly connected to Cashiering in the future, pricing for such service will be outlined in a separate formal Order Form and presented for execution at that time.

[18] Pricing based on number of active Bluefin devices during a given month. If a device is active at any point during a given month, the full Monthly Fee applies.

[19] Institution must obtain P2PE swipe peripheral device(s) from Bluefin. Company will order the number of devices indicated above directly from Bluefin on behalf of the Institution. Per device cost is approximately $280, plus shipping and handling; price includes key injection fee. Final peripheral device costs will be defined directly between Institution and Bluefin; Bluefin will invoice Institution directly for the device(s), and Institution will pay Bluefin directly for device costs.

Product/Service [1]	Setup Fee [10]	Monthly Fee [11]	Transaction Fee [2]	Consumer Fee
_____ total device(s) for order (_____ Test; _____ Production)				

[Order Form continued on following page.]

nelnet BUSINESS SOLUTIONS

ATTACHMENT C *(continued)*

ORDER FORM
Hosted Business Service

Broward College
April 25, **2019**

To be implemented *(continued)*: *Company-delivered services to be migrated/implemented; upon completed migration/implementation, the following pricing will apply for the service(s) specified.*

Product/Service [1]	Setup Fee [10]	Monthly Fee [11]	Transaction Fee [2]	Consumer Fee
eStore [20]	$ 5,000	$ 900	$0.20	
Each additional Cart (beyond initial setup of 2)	$ 1,000	$ 50		
ACH Return			$1.00	
ERP Integration Connector [21]	$ 0	$ 0		

Institution Information:

Please direct the **Merchant Application** and other merchant paperwork, if any, to the following Institution contact:

Name: Caleb Cornelius
Title: Senior AVP, Student Financials
Email: ccorneli@broward.edu
Phone: 954.201.7445

Please direct **Accounts Payable** and billing/invoicing information to the following Institution contact:

Name: Caleb Cornelius
Title: Senior AVP, Student Financials
Email: ccorneli@broward.edu
Phone: 954.201.7445

The parties acknowledge that any mutually agreeable modification or addition of service(s) must be on a written and executed Order Form. Any subsequently executed Order Form will be subject to the terms and conditions of the existing Agreement, and any conflict between Order Forms will be controlled by the later executed Order Form.

[20] One (1) instance. Setup Fee includes implementation of up to two (2) Carts (Stores) per instance.

[21] Connector maintenance and engineering in excess of eight (8) hours per year will be billed at the Professional Services rate in effect at the time the maintenance and/or engineering is performed. The work may only be authorized upon execution of an Order signed by both parties.

ATTACHMENT D

COMPANY RESPONSE TO BROWARD COLLEGE RFP 2017-003-DD (AS CLARIFIED)

COLLEGE REQUIREMENTS

ELECTRONIC PAYMENT & SERVICE PROCESSING REQUIREMENTS

1.1 CREDIT CARD PROCESSING

a. The System must accept credit card payments for students and departmental customers and must accept all major credit cards (i.e. Visa, MasterCard, Discover and American Express) as specified by the College Finance Office.

1.2 ELECTRONIC CHECK PROCESSING REQUIREMENTS

a. The System must allow on-line ACH payments for student and departmental customers.

b. The System must do a real-time verification of routing numbers before payment is accepted.

c. All funds must be directly deposited into appropriate College bank accounts by next business day. The proposed solution must not require changes to the College's current banking relationships.

1.3 DEBIT CARD

a. The System must accept debit card payments for students and departmental customers and must accept all major debit cards.

1.4 SYSTEM SECURITY AND FRAUD CONTROLS

a. The System must support the use of a card verification number (CVV2, CVC2, CID).

b. The payment System must be PCI compliant. List any relevant industry certifications.

c. The System must support address verification (AVS).

d. The System should have fraud detection features.

1.5 GENERAL

a. The Customer must always have the option of choosing either ACH or credit/debit cards for making payment as specified by the campus.

1.6 THIRD PARTY ACCESS AND PAYMENT

a. The System should allow third parties (i.e., parents, others) to view student bills and the third party's payment history as authorized by student.

b. The System should allow third parties (i.e., parents, others) to make payments to authorized student accounts.

c. The System should only allow an authenticated student to create third party payment accounts.

d. The third party payer must only have access to information (i.e., bills) authorized by the student.

1.7 REGULATORY COMPLIANCE

a. The System must 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) and the Americans with Disability Act (ADA).

1.8 ADMINISTRATIVE TOOLS

a. The System must provide reconciliation reports for both ACH transactions and credit/debit card transactions which include, but are not limited to (please provide samples of each):

1) Pending items.

2) Batch summary payment types and proof that payments have been successfully transmitted.

3) Detailed reports to support summary report.

4) Separate listing of returned items.

5) Automated process to update the student's account for returned items.

6) Convenient ad hoc reporting as part of systems configuration.

7) Capability to run reports using various parameters

8) These reports must be accessible for a period of time as defined by the College Finance Office for student payments or by campus for departmental payments.

9) Any required third-party reporting tool should be identified and included as part of this proposal.

b. The System must allow the College Finance Office to configure the System to support their unique business policies. Configurable settings should include, but not limited to (provide screen prints and explanation of each configuration setting):

1) Communication on bills

2) Bill format

3) Accepted tender types

4) Number of times NSF will be allowed

5) Maximum payment amounts accepted

6) Balances that can be viewed

7) Whether or not to accept payments on zero balance accounts

1.9 SECURITY

a. The System must allow multiple levels of security access to payment detail.

1.10 IMPLEMENTATION SERVICE

a. The Vendor must be able to provide the support necessary to facilitate a rapid implementation. Provide information on the approach that will be used, the personnel required by the College, the personnel who will be assigned to the project by the Vendor, and a proposed implementation schedule.

b. Payment processing for other College departments will be implemented on an as needed basis. Provide typical implementation schedules and a typical task list for adding departmental based payment gateways.

1.11 WEB/MOBILE COMPATIBILITY

a. System must be compatible with all major web browsers for Windows and Mac, including: Internet Explorer, Firefox, Safari and Chrome.

b. System should provide mobile browser compatibility or app for iOS, Android, and Windows operating systems

SUPPORT AND SERVICES

2.1 SUPPORT

a. The College should be able to appoint more than one official contact.

2.2 SOFTWARE UPDATES

a. The Proposer should provide a yearly schedule detailing new release dates and support all Workday release updates including semiannual and weekly releases.

b. The Proposer must allow schedule flexibility for the implementation of new releases to allow College to adequately test and prepare campuses for new release.

2.3 SYSTEM REQUIREMENTS – REMOTE HOUSING

a. The Proposer must provide all backup and recovery services, System hardware and software updates, software patching, new release installation, and all other maintenance required to maintain a secure and up-to-date System.

b. All customer account information for credit/debit card account numbers must be captured, transmitted, processed, and stored in the hosted System and not on a College server.

c. Proposer must provide at the request of the College necessary security certifications and reports to support contract requirements and ongoing compliance requirements.

2.4 AUTHENTICATION

a. The System should provide secure, seamless integration that does not require a user who already has credentials at the College to create another set of credentials on the Vendor's system (i.e. architecture must permit the passing of credentials from a pre-authenticated student at the College to the Vendor's application to make payments without requiring re-entry of password or user information). The credentials passed must be transmitted across an encrypted transport and the token or credential used on the redirect or post must not be susceptible to replaying the same credential from another user for authentication.

b. Third party identities must be uniquely authenticated, and the third party payer must not be required to know the password belonging to the individual to whose account the payment is applied. Passwords for third parties must not be transmitted or stored in clear text.

2.5 DATA TRANSFER/TRANSMISSION

a. Data transmitted over a network segment must use strong encryption for the transmission.

CASHIERING SYSTEM REQUIREMENTS

3.1 PHYSICAL SYSTEM REQUIREMENTS

a. The System must include all software and hardware components necessary for payment functions at the cashier's window. The System software must be integrated in real time with Workday software. Provide a basic overview of the cashiering solution.

3.2 PAYMENT PROCESSING REQUIREMENTS

a. The System must have the ability to accept multiple tender types for a single transaction both in person with cashiers and online self-service. Each tender type must be listed individually on the receipt.

b. Cashiers must be able to accept payment for multiple charges in a single customer session. For example, a cashier should be able to take payment for a student's fall tuition and parking fine in a single customer session. This transaction must be reflected in a single customer receipt.

c. The System must be able to process student, non-student, deposit, general ledger entry payments.

3.3 OTHER CASHIERING REQUIREMENTS

a. College staff should be able to manually enter a debit or credit card or ACH transaction on a student account. These transactions should be processed as a normal transaction but identified as being entered by the College on an appropriate report. Provide examples.

3.4 DRAWER MANAGEMENT REQUIREMENTS

a. "Electronic" cashier drawer must be portable (i.e., cashier should be able to take their "physical" drawer to a different cashier station and log into their "electronic drawer" at that station). A physical station must support operation of multiple "electronic" drawers (i.e., one cashier signs off to go to lunch and another cashier can open their own "electronic" drawer at the same physical location).

COLLEGE-WIDE E-COMMERCE

4.1 CENTRALIZED MERCHANT MANAGEMENT

a. The System must be designed to allow multiple merchants (i.e. Departments) to operate and run stores, such as Alumni, Athletics, Parking, Continuing Education, etc.

b. The System must provide for centralized reporting as well as distributed reporting, allowing the individual merchants access to reports for their specific sales data.

4.2 CENTRALIZED ON-LINE STOREFRONTS

a. The System must provide a centralized storefront application for multiple merchants, with consolidated payments into a secure and compliant enterprise payment gateway.

b. The on-line storefronts should allow for external data to be collected with each product purchased (such as size, color, etc.)

4.3 MULTIPLE PAYMENT METHODS

a. The System must allow for the use of multiple payment methods (ACH, Debit, and various Credit Cards).

b. The System must allow for the administrator to determine the allowable payment methods for individual stores and products.

[Next section continues on following page.]

COLLEGE REQUIREMENTS MATRIX AND VENDOR RESPONSE

	COLLEGE REQUIREMENT		PROPOSER RESPONSE
	SECTION 1: ELECTRONIC PAYMENT & SERVICE PROCESSING REQUIREMENTS		
	SYSTEM INTEGRATION REQUIREMENTS:		
1	The System must post payment transactions to our Workday software in real-time. Describe how payments collected through your solution are posted to our student system and updated in Workday. Describe how the System determines which balance to apply payments.		Payment processed by Enterprise may be posted to Workday in real-time, by batch process, or manually by a College Administrator. Real-time and batch postings are processed through the Workday Connector and settings in Enterprise f control the method of post based on activity type, institution account, and payment method. Payments posted to Workday in real-time are reconciled by the Connector end of day process to ensure all posts were successful. Scheduled payments, such as monthly payment plan payments are included in the Daily Transaction Activity file and posted in batch by the Connector. Other payments which may require manual oversight such as non-student account or non-GL payments may be identified through the Payment Activity Report and handled outside of the Workday Connector if desired.
2	The System must be capable of providing payment functionality to existing campus applications and other vendors' offerings. Describe your solution's ability to meet this requirement particularly with Adirondack and Workday Online Self Service software. Vendor will be responsible for integration with Workday.		Integration with your schools Workday system is critical. NBS is in continuous talks with Workday to ensure that our solutions will work seamlessly with their student module when it is released. This delivered integration provides the key API's needed for NBS solutions to communicate with your colleges ERP system.
3	The Vendor should list any third party transaction processing and list any possible delays into the transaction processing cycle.		NBS does not use any additional party's for processing.
	CREDIT CARD PROCESSING:		
4	Describe the credit card authorization and settlement process including reconciliation to the general ledger and bank statement.		Credit card transactions process in real-time. Authorization comes through the College's credit card processor (or through Nelnet Transaction Solutions if the Service Fee program option is selected). If a credit card payment fails, the receipt generated automatically displays the failure. Enterprise also sends the failure notice to the email address listed on the receipt. Enterprise notifies a customer immediately if a credit card transaction is declined with an error message that provides the reason for the decline. The customer can present another card for payment or elect to use ACH to complete the transaction. NBS collects payments owed to the College, processes funds, and disburses collected monies to the College electronically. NBS follows all applicable ACH and credit card association rules in cooperation with the College. All successfully collected payments are deposited into a custodial account (for ACH) or a settlement account (for credit card) then remitted to the BC's designated bank account. The reconciliation report from Enterprise will be used to verify ACH funds deposited to the BC designated account. Credit card funds are reconciled from your current process with your selected processor. Credit card/debit card payments are settled directly to the College's bank account based on the settlement agreement between BC and the credit card processor. The College's account is credited on the following business day.
5	The credit card processing software must be processor independent and work with our existing credit card processors. Provide a current list of credit card processors with whom your solution is certified to work.		NBS recently developed a universal API that allows us to be processor agnostic, however, each entity requires certification before allowing transactions to be processed by the acquirer. NBS currently has certification to work with FNBO and First Data/Rapid Connect. We are in the certification process with Elavon and are adding Global Payments in the near future.
6	Describe, in detail, how the System can be used to refund, reverse, or void credit card transactions processed through your credit card payment gateway.		In most cases, our system provides the settlement file to the credit card gateway and funds are remitted based on your merchant processing schedule. Each solution has the ability to search for a transaction and if it is determined that a refund is due, Customer Service Representatives or Administrators with the proper permissions may refund the card in the system and it will apply directly to the credit card statement.
7	How are refunds, reversals, or voided credit card transactions reported? Are they netted against current day transactions or reported separately? Please describe.		Declined credit card payments are immediately notified, with a message displayed to the Payer requesting another form of payment. If an e-check payment is declined the Payer receives notification that the payment was returned, the reason for the return (NSF or account number incorrect) along with appropriate instructions of next steps. Declined credit cards are not a valid payment; therefore there is no notification sent to the College. However, the failed attempt of payment is noted in the transaction history. ACH returns will cause a reversal of the payment posted in real-time, as well as a follow-up in the End-of-Day notification. Additionally, Payment Activity Reports are available which allow the College to view both credit card and ACH returned payments.
	ELECTRONIC CHECK PROCESSING REQUIREMENTS:		
8	Is your organization a member of NACHA?		NBS is a member of NACHA, the Midwest Payment Exchange (one of NACHA's 19 regional associations), and the Council for Electronic Billing & Payment (one of NACHA's leadership councils). Through these affiliations, we maintain an ongoing understanding of the operations of the electronic banking industry.
9	Does your organization employ Accredited ACH Professionals (AAP)?		Yes, NBS has three employees that hold the AAP Certification from NACHA.

10	Describe your electronic check authorization and settlement process including reconciliation to the general ledger and bank statement. What system checks are used to ensure accurate data entry and minimized rejects?		For ACH services, NBS validates the bank routing number in real-time against the Federal Reserve Routing Number Database Tables. Enterprise immediately notifies the payer if a routing number is invalid and prompts them to re-enter the routing number. Any returned transactions due to Non-Sufficient Funds or other reasons are automatically updated in the payer's payment history. The payer is automatically notified by email and the College's Payment Notification file, which includes the NACHA return code for updating in the student information system. In the event of direct settlement, the funds are deposited based on the agreed upon settlement with your processor and the ACH funds can be deposited as early as the next business day following the transaction effective date. If the College opts for aggregate settlement, NBS deposits both the credit card payments and ACH payments, and funds are remitted five days from the payment date.
11	The System must manage ACH payment returns; i.e. NSFs and/or incorrect bank account information. Describe the process used and the reports available to the College.		Any returned transactions due to Non-Sufficient Funds or other reasons are automatically updated in the payer's payment history. The payer is automatically notified by email and the schools Payment Notification file, which includes the NACHA return code for updating in the student information system.
12	Describe the process should the College decide to change bank(s).		If the college chooses to change banks during the contract term, NBS will work with the College and the bank to ensure that everything continues to run smoothly.
	DEBIT CARD:		
13	Does the System require a PIN? If so, please describe this process. Does vendor provide hardware if PIN is required?		NBS does not accept PIN-less card transactions. At one time, it was anticipated that the Dodd-Frank Act would make PIN-less debit card transactions significantly less expensive for payments. This has proven not to be the case, and our clients no longer consider this a requirement of value. Credit cards are immediately rejected if they don't have sufficient funds and the user is informed to use another card.
	ADMINISTRATIVE MANAGEMENT AND PAYMENT REPORTING:		
14	Does the System limit the number of merchant accounts a campus can have? If, so what are the maximum number of accounts per contract. Are additional merchant accounts available? Describe the process for setting up multiple campus merchants.		NBS solutions does not limit the number of merchant accounts a campus can have. Should a participating college choose Nelnet Transaction Services (NTS) as the processor, they would work with NTS Help Center to set-up additional merchant ID's
15	The System must provide real-time payment reporting for all payment transactions. Provide a list and samples of all payment reports available to administrators.		NBS solutions provides the College with robust, real-time reporting options and the ability to perform transactional or audit searches. Customized and consolidated reporting options are currently being designed. Some example reports available include: • Remittance Summary • Authorized Party Information • Payment Activity • Net Payments • Delinquencies • Agreement Details at Finalization Payment Activity Reports allow the institution to report on a multitude of parameters around transactions including type, method, and date. Report results can be filtered and columns added or removed to provide the most detailed and efficient report possible. All results can be downloaded into Excel or as a PDF.
16	What are the available payment report formats?(e.g. Excel/CSV/Fixed/ Word/Adobe)		All reports are available for export into an Excel or .csv formatted output file for further use.
17	Describe how administrators can search for specific payment transactions.		Transaction Inquiry allows searching on all transactions. Searching can be refined by date range, business day, amount, and receipt. The information can then be reprinted and/or exported for further analysis.
18	The System must allow multiple administrative users to securely access logging and reporting data. Describe the process for setting up administrative users and access rights.		In Enterprise, an institution's users are created within the system and given specific roles that have different authorization levels, such as Administrator, User/CSR, Read Only User/CSR, Institution Refunds Administrator, and Institution Refunds User CSR.
19	The System should provide edits to help prevent duplicate payments. Please describe the edits.		NBS offers real-time payment notifications and allows for the account balance to be adjusted. This system helps avoid duplicate payments.
	GENERAL:		
20	The System must handle rejected or declined payments. Describe what information the customer will receive if their credit/debit card or ACH debit is declined. How will the customer be informed and how will the customer receive this information? What information and reporting can the College receive for declined transactions? What is the timeline for notification to the student and the College? Provide details on how this information will be displayed in Workday.		If a credit card payment fails, the receipt generated automatically displays the failure. Enterprise also sends the failure notice to the email address listed on the receipt. Enterprise notifies a customer immediately if a credit card transaction is declined with an error message that provides the reason for the decline. The customer can present another card for payment or elect to use ACH to complete the transaction.
21	Describe, in detail, how the System handles credit card refunds and ACH reversals. Are reversals captured in real-time within Workday so that Workday can automatically update refunds or show ACH reversals?		Declined credit card payments are immediately notified, with a message displayed to the Payer requesting another form of payment. If an e-check payment is declined the Payer receives notification that the payment was returned, the reason for the return (NSF or account number incorrect) along with appropriate instructions of next steps. Declined credit cards are not a valid payment; therefore there is no notification sent to the College. However, the failed attempt of payment is noted in the transaction history.

			ACH returns will cause a reversal of the payment posted in real-time, as well as a follow-up in the End-of-Day notification. Additionally, Payment Activity Reports are available which allow the College to view both credit card and ACH returned payments. If a payment later returns the payment is reversed from the student account and a notification of the failure is emailed to the payer and the student. Returned payments, and the reason for the payment failure, are included in the payment reports by term, payment type, and date, as well as on the remittance statements to indicate debits that have occurred during the remittance cycle.
22	The System must allow customers to create and edit their account profile, and choose whether to save a credit/debit card or bank account number in the System. Describe what is included in an account profile, what is editable by the customer, and how this sensitive data is secured.		The account profile is comprised of contact information, correspondence preferences, Authorized Payer information and security information. All settings can be edited by the customer. NBS continues to be focused on the security of payment account information and overall compliance with federal and payment industry standards including PCI-DSS, NACHA, and Red Flags regulations.
23	The System must provide a printable receipt for each transaction. Historical payments must be available for customers to access and print via self-service. Please describe the information that will be printed on the receipt.		With all epayment solutions, students and authorized payers can easily view and print historical payments. All payments will generate an email notice that can be printed. Payers can also print confirmation of the payment from the screen.
24	Describe how the System handles the charging of convenience fees or service fees to the payee and the types of payments on which convenience fees or service fees can be assessed.		NBS can accommodate a convenience fee for credit card payments. The College staff may establish business rules that charge the fee to one are (such as tuition) but not others (such as Alumni). There are no additional fees for assessing and/or collecting convenience fees.
25	Does the Vendor assess fees that are separate to students' accounts? If so please describe to include the type of reporting, description of field/tables in Workday to be used, whether or not it is targeted and transaction based, and if the fees can allocated as deferrable or non-deferrable.		Student fees are limited to the per transaction Service Fee, should the College choose to implement this option. Actively Managed Payment Plans includes enrollment fees for currently enrolled students, and NSF fees.
26	Does the Vendor assess separate fees to the College?		Yes, the College will be responsible for some fees including any applicable discount fee.
	REGULATORY COMPLIANCE:		
27	The Vendor and the System must have strong internal accounting control processes. Does the System conform to generally accepted accounting principles?		In addition to an annual financial statement audit as part of Nelnet, an Annual SSAE 16 report on Internal Controls, an annual ACH audit, and an annual PCI audit, NBS also performs ongoing internal audits and process/procedure reviews.
	ADMINISTRATIVE TOOLS:		
28	College staff should be able to manually enter a debit or credit card or ACH transaction on a student account. These transactions should be processed as a normal transaction but identified as being entered by the College on an appropriate report. Explain how and where this can be done.		The Enterprise ePay solution will be able to provide this functionality in the future with its release of Encrypted Card Swipe. NBS cautions the colleges that using a card swipe device or manually entering credit card information on a machine in the business office may bring those computers into scope for PCI compliance and the colleges should consult a Qualified Security Assessor.
29	The System should allow for multiple levels and amounts of convenience fees at different e-commerce storefronts. Explain how this can be done.		NBS can accommodate a convenience fee for credit card payments or a Service Fee Program if VISA is included as an offered credit card. The College may establish business practices that charge the fee to one transaction type (such as tuition), but not others (such as Alumni donations). There are no additional fees for assessing and/or collecting convenience fees.
30	The System should provide different combinations of ACH and payment cards at each e-commerce storefront. Provide screen prints of how this can be done. System should have the ability to process payments for non-employees and non-students that are not set-up in Workday with a unique ID. Explain how this process will work.		Each store can have its own payment methods available. For example, one store can offer only credit card, while another store can offer both credit card and ACH. Users will register for the store or checkout as a guest. For those that register, a unique customer ID is assigned to their profile.
31	The System must provide the ability to run individual departmental reports as well as summary reports for all activity on a daily, monthly, and annual basis for authorized users. Provide examples.		The College is able to run, in real-time, a number of different reports for analysis. Standard reporting is available for various activities in the system including remittance, payments, payment plan status, and user reports. You may also create ad hoc reports and share this among different users within the solution. Sample reports attached are payment activity report, and user report. Custom reporting is also available for transaction, balance, and activity. Custom reporting templates can be created and shared with other users at the institution.
32	The System must be able to allow the Finance Office to initiate end of day processing independently. Explain this process and how it interacts with Workday.		The Enterprise ePay solution provides your daily transactions in an end of day format to facilitate reconciliation. Access to these reports is based on user roles defined by an administrator.
33	The System must maintain historical payment information for a period of time as defined by the College Finance Office. Where is this defined?		NBS currently supports a seven-year data retention policy. After seven years, certain aggregate data is moved into a data warehouse for statistical reference and annual reporting, but detailed end user and identifying data is completely purged Some data is purged before seven years such as routine system correspondence and unused financial data (ACH and credit card rules require that financial account data be kept for the minimum amount of time required for reasonable business purposes, so we generally purge financial data two years after the date of the last transaction).

34	Describe all steps required to be performed by College personnel for reconciliation for all electronic transactions.		Real-time reports may be run at any time either at the department level or campus-wide. Each of our products provides your daily transactions in an end of day format to facilitate reconciliation. The system compares the transactions processed against the real-time posting and will automatically update transactions in the ERP that may have not posted in real-time. Reconciliation reports are used to compare bank deposits to transactions processed. Access to these reports is based on user roles defined by an administrator.
35	Will the College have the ability to customize all reports?		Yes.
	SECURITY:		
36	The System must provide a robust and fine-grained security architecture that manages system access for update and viewing, reporting, and general system management. Describe where and how this is set up.		The System Administrator role in ePay has authority to grant access and control user rights and privileges for the entire system. The System Administrator manages providers and assigns authority to specific individuals in the Administrator, Customer Service Representative (CSR) and Reporter roles.
37	The System should provide payment capabilities for multiple departments within the College whereby departments are restricted to their own data and have reporting capabilities for only their department. Each department should have the capability to process their own returns and credits. Explain where these capabilities are located and give examples. Does the System have the ability for the department or administration to define the accounting syntax associated with the payment posting?		Our Service Provider Model architecture allows different departments to function according to their own business rules, while retaining consistency to streamline the efforts of the business office. This commitment to meeting the unique needs of our clients means that the College will not have to make changes to, or compromise, current business practices. Our experience working with schools similar in size to BC will enable us to deliver a secure and integrated solution to meet the needs of the College and your students.
	COLLEGE SYSTEM INTEGRATION:		
38	The System should access Workday, retrieve and display current student account detail, and balance information when a student account is accessed on-line in real-time. Does this show information by term and/or future terms?		Students are shown their account information, including balance, in real-time. Students can also view their payment history and payments that are scheduled.
39	The System should post student account payments in real-time to the appropriate student account in Workday. Explain what identifier is used for each payment, i.e. can student split payment between multiple terms?		Enterprise can display a charge as a total fee or split out depending on the information the institution wants to send NBS in their real time activity.
40	Is payment only to current term? If so, how does your System handle multiple terms open at one time? Are payments allowed on past balances? Can payments be restricted based on certain Workday "hold" flags regardless of term?		Students and Authorized Parties may make a payment towards a specific term balance or multiple term balances. Enterprise can restrict payments based on holds regardless of the term. We will continue to support the current College policies regarding this.
	SECTION 2: SUPPORT AND SERVICES		
	SERVICE BILLING:		
41	For those proposals that present billing on a per transaction basis the Proposer should provide separate detailed bills for the College Finance Office for student payments and billing, and for each campus for departmental payments. Provide examples.		The College can save bill templates within our platform to utilize different student groups or departments to enable different bill messaging and email notifications. The Bill File Format we use is XML as it is flexible for institutions to use to be able to provide us the information that they want to showcase to their students and authorized parties.
42	For those proposals that present billing on a per transaction basis please define the billing method, format, and billing period. Provide examples.		As per above, we utilize XML for the Bill File Format, which allows flexibility in the information the schools upload into our system. eBill enables your school to showcase an online bill within our platform and we would send out eBill notifications as well as text alerts if the student has registered. Schools can send this to us via SFTP or manually upload the file. Billing periods are set by the school as you can send as many bills as you would like per day or month. Multiple files can be posted each day for different subset of students or departments.
	SUPPORT:		
43	The Proposer must provide a 24x7 support center and provide rapid response and resolution to customer issues, i.e., password reset, functionality questions, and/or technical issues. What are the number of employees on the support staff and the number of employees per shift?		NBS uses a multi-layered customer support process format. Each client is assigned a designated Account Manager and Customer Relationship Manager (CRM). The Customer Relationship Manager is the focal point for communication and contact between Nelnet Business Solutions and the client. This does not mean they are the only one communicating with the client, but they should be aware of activities, issues and events surrounding the partnership between NBS and the client. Your Account Manager and CRM can be reached directly via phone or email during normal business hours (8:00 AM to 5:00 PM Central, Monday through Friday, excluding holidays). In support of these two groups, NBS has a fully supported Technical Support team that is available to help resolve and troubleshoot issues, should they arise. Technical Support is available 24 hours a day, 365 days per year for Priority 1 and Priority 2 service issues, and during regular business hours (9:00 AM to 5:00 PM Central, Monday through Friday, excluding holidays). Technical issues are initially reported to your CRM. If the Account Manager cannot resolve the issue, they will contact the Technical Support team to open a ticket which is worked by an Engineering resource until the issue is resolved. In the event of after-hours issue, NBS Technical Support is available 24/7 and can be contacted by email or 800

			number. NBS has more than 140 support staff available to help students as well as 24/7 online help for customers experiencing issues. NBS solutions have help text located throughout the user screens to assist with explanation of terminology and functionality. Additionally, NBS provides live-chat assistance.
44	The Proposer should be able to supply the College with marketing materials that describe the Proposer's services to facilitate communication on the campus and with students. Provide examples.		NBS will work directly with the College to define a comprehensive marketing strategy that promotes the benefits of the solutions supplied by NBS to the student. All marketing materials are provided at no-cost to the College and feature appropriate, campus-specific branding to ensure students clearly recognize the legitimacy of the solutions being promoted. Our approach, which leverages on-campus promotional materials and information sessions, email notifications and web-banners on campus websites has been successfully implemented with clients across the country; resulting in increased adoption rates and realized efficiencies across the campus.
	SOFTWARE UPDATES:		
45	The Proposer must provide support for testing and implementation of new releases. Will this cost extra or be part of contract? When will the support be available?		NBS will provide the College the opportunity to test new products and updates before they are installed. This allows the school to prepare for the changes and give NBS any feedback that they may have. There is no additional cost and NBS will provide support for testing and implementation. The College may contact Tech Support directly 24/7 to troubleshoot technical issues. Additional administrative and functional support is available through your dedicated Customer Relationship Manager (CRM). Your CRM can be reached directly via phone or email during normal business hours (8:00 AM to 5:00 PM Eastern, Monday through Friday, excluding holidays).
46	Do you have deadlines on when the College must move to a new release?		NBS prefers that clients implement the new releases as soon as possible but we will do our best to coordinate with clients to find a time that works best.
	SYSTEM REQUIREMENTS – REMOTE HOUSING:		
47	All required hardware should be housed and maintained completely off site from the College, sometimes called a 'hosted' solution. Describe any hardware that would be located on the College premises.		Nelnet Business Solutions provides a secure fully hosted and validated solution. All hardware is maintained by NBS at a secure location.
48	Describe exactly what software components must be installed behind the College firewall. Customer credit card numbers (encrypted or not) or portions of credit card numbers (encrypted or not) must not be stored behind the College firewall.		Nelnet Business Solutions will install middleware, a connector between the Enterprise system and your school's ERP behind the firewall, but no card data or PII is captured on this software.
49	Describe the Technical User controls for administering the look-and-feel of the payment processing System.		Many of the screens have custom messaging available. The configuration of those screens are limited to NBS Administrators, however, the College has full control over the look and feel of the site, including College branding of logo and color for the consumer portal and would work with your NBS Account Manager on any desired changes. There is no additional costs for these modifications.
	AUTHENTICATION:		
50	Describe how students are authenticated by your electronic billing system.		The College is the certifying authority for student access to Workday. The student signs onto Workday and via single sign on transitive trust authentication are passed over to Enterprise without additional sign-on. Authorized payers authenticate directly to Enterprise with their user ID and a strong password. In addition to secure communication over SSL 3.0, as governed by network/firewall configuration, the integrity and authenticity of every transaction request is validated with a hash that incorporates data values and a shared secret key defined by the College.
51	Does the electronic billing system support single sign-on?		Yes.
52	Describe the System's ability to integrate with our Workday Student Self Service System.		NBS is in continuous discussion with Workday, and expects to have a formal partnership in place as soon as they release their Student Information System. NBS currently works with more Workday institutions than any of our competitors.
53	Is the payment plan management system integrated with an electronic billing system? Describe how students are authenticated by your payment plan management system.		Our products are fully integrated within our Enterprise Payment Platform. When a bill is generated an email notification is sent to the student using the email address provided by the institution in the bill file. This notification contains an embedded link for the student to view their bill. Students must log into Work Day Student Account where they will be passed into Enterprise using a transitive trust pass-through authentication method. Enterprise can detect if the student is accessing our site from the eBill notification or for the first time since the bill was generated; and they will automatically land on the view bill page upon authenticating into the system.
54	Does it recognize if the student has a hold for payment plans?		Yes.
	CAMPUS CARD:		
55	Does your product support campus card processing?		The NBS Cashiering system allows users to set up virtually any tender type for receipting. Typically a campus card would be processed in an existing system and the payment recorded in Cashiering. Direct integration with a campus card solution would be a customization.

56	List campus card vendors, technology used (magnetic stripe, RFID, etc.) and their products you have worked with in the past.		NBS does not currently have another client using direct integration for a campus card product, rather they process the payment in the existing system and record the transaction in Cashiering for receipting and integration to the student system or GL.
57	Do you have real-time, hands-off interface between campus card and the System?		NBS does not currently offer this functionality. This would involve customization.
	E-MAIL NOTIFICATION REQUIREMENTS:		
58	How are e-mail addresses loaded and maintained in the electronic billing system?		NBS pulls email addresses and other student information directly from your Workday system.
59	Does the System allow for alternate or multiple e-mail addresses to be managed by the student? Can the system be locked down so that the student cannot remove viable email from the billing processes?		Yes, our solution allows for multiple email addresses to be managed by the student.
60	What types of e-mail notifications are available? Provide a list of e-mail notifications delivered by the electronic billing System.		Enterprise events automatically trigger a variety of student and authorized payer communications. Such as: • Agreement Confirmation • Payment Notifications • Returned Payment Notifications • eBill notifications • Agreement Activity Notifications
61	Does the College have the ability to edit e-mail notifications to reflect its business policies?		Yes.
62	What is the turnaround time for notifying students of new billing statements?		Students are notified of new billing statements in real time.
63	How are failed e-mail notifications handled? How is the College notified that a student has received e-mail notification or did not receive e-mail notification?		Every user, Student or Authorized Party, within the system can have up to three e-mail addresses tied to their Profile and we will send notifications to all three. If an e-mail bounces back as an invalid e-mail address, the system will deactivate that specific e-mail address and set an alert the next time that user comes to the system to notify them they need to update their e-mail address. NBS tracks bad e-mail addresses and can provide a report that the institution can view to see which user addresses have been deactivated.
64	Does the System allow for notification to be sent via a text message to a cell phone?		Yes.
65	Is the electronic bill attached to the e-mail and sent to the student or does the student view the bill in the System? If the electronic bill is emailed how is the data encrypted?		The student views the bill in the system.
	REAL-TIME REQUIREMENTS:		
66	The bill payment system must update the student's account in real-time. Describe the System's ability to post payment transactions in real-time.		Payments processed through Enterprise are posted in real time.
67	Describe the System's ability to present users with their real-time account balance and account activity.		Real-time account activity (RTAA) provides up to the minute term balance along with a viewable summary of student account information and activity; this includes charges, credits, student aid, payments, and eligibility criteria in real-time.
68	Does the real-time balance include estimated financial aid?		Another customizable feature that NBS offers is Pending Aid; Pending Aid is an innovative, pro-active payment solution from NBS. With Pending Aid, students who have applied for financial aid register for a "just in case" Payment Plan before classes begin. Pending Aid best practice dictates that a student is qualified for a Pending Aid payment plan after they have been awarded aid, but are still waiting on final funding. If a student has a zero balance after financial aid is applied the proactive payment plan is simply disregarded. In the event of a financial aid shortfall, where the balance is not paid in full, NBS will automatically begin processing payments for the balance owed to the institution according to the schedule selected by the student. Pending Aid eliminates the laborious task of contacting student's mid-semester to arrange payment terms.
69	Is this information displayed to the user? If so, please describe where the information is obtained.		Showcasing Estimated Aid is up to the school. Many schools show this within Real Time Account Activity that we would pull from Workday and/or their eBill that is sent to us via the XML Bill File Format. It is the schools decision if they would like to show it but NBS has the capability of either having it a part of the current balance or not depending on the institution's preference.
70	Describe how the System has the ability to limit overpayments based on the real-time account balance and also include future charges? How does the System manage overpayments?		Acceptable payment amounts can be set by the College, e.g., current account balance, amount due, etc. If an overpayment is made by a Credit Card, BC administrator's or CSR's with proper access can refund the overpayment portion of the transaction back to the card on which it was originally processed.
71	Describe the payment history functionality available to users. Does the System include all payment transactions, regardless of how the payment has been made, or is the bill payment System limited to only payments made via the software?		Enterprise transaction history will contain payments made using Enterprise. Current account activity will display any payment recorded in your student financial system, either made in person at the school or via our Enterprise system.
	PAYMENT REQUIREMENTS:		
72	Describe the payment workflow for each of the following payment methods: • Credit Cards • Electronic Checks • PIN/less Debit		Credit card transactions process in real-time. Authorization comes through the College's credit card processor (or through NTS if the Service Fee program option is selected). If a credit card payment fails, the receipt generated automatically displays the failure. Enterprise also sends the failure notice to the email address listed on the receipt. Enterprise notifies a customer immediately if a credit card transaction is declined with an

	• Cash • Paper Check • Wires		error message that provides the reason for the decline. The customer can present another card for payment or elect to use ACH to complete the transaction. NBS collects payments owed to the College, processes funds, and disburses collected monies to the College electronically. NBS follows all applicable ACH and credit card association rules in cooperation with the College. All successfully collected payments are deposited into a custodial account (for ACH) or a settlement account (for credit card) then remitted to the College's designated bank account. The reconciliation report from Enterprise will be used to verify ACH funds deposited to the College designated account. Credit card funds are reconciled from your current process with your selected processor. Credit card/debit card payments are settled directly to the College's bank account based on the settlement agreement between the College and the credit card processor. The College account is credited on the following business day. NBS partners with Flywire, the College's international wire transfer provider, to provide an integrated option for international wire transfers. This collaboration provides a seamless and secure way for institutions to collect international payments. Additionally, the integration allows students and Authorized Payers to receive real-time status updates, while also providing dynamic integration with Workday.
73	Students and authorized users must be able to store payment profiles. These profiles must also be accessible to payment plans and student refund software. Confirm your System has this capability.		Students and authorized users can store payment profiles. These stored profiles can be used for payment plans as well as electronic payment processing.
74	Can profiles be created for all types of payment methods?		Yes.
75	Is the System able to restrict payment type if a student has a hold or has exceeded a specified number of NSF transactions?		Yes, Enterprise can support the hold and NSF policies that the College requests.
76	Does the electronic billing system provide users with a payment receipt?		Yes. Payments processed by the system will generate a payment confirmation notification to the payer and the student. The default method of delivery is email. Copies off all system generated correspondence is stored as a PDF and available to view and print from the customer record.
77	In addition, is the receipt available via e-mail?		Yes.
78	Does the student have the ability to create an account for an authorize user (such as parents) to pay for their outstanding debt? Do students receive notification if an authorized user makes a payment on their behalf? What format would they receive it in?		The Enterprise Platform fully supports Authorized Third Party (A3P) payers. Students will initially access the system to add A3Ps of their choosing; the student will create the A3P in Enterprise and provide a security question that only the A3P would know. An email notification is sent with a link to Enterprise. The A3P answers the question then creates their own unique credentials for future access to the system. The student controls an A3P's view level into statement/current account activity to address FERPA requirements. Each A3P will have a unique login and password, be able to establish his or her own profile, and view only his or her individual transaction history. Because the student initially establishes authorization for the third party, the system is completely FERPA compliant. Students receive notification of a payment via email.
79	Does the electronic billing system support automatic bill payments? Describe how it works for the different payment methods. How many payment methods may be stored in the System?		Yes, via our Actively Managed Payment Plan solution.
80	Does the System support deposit payments?		Yes, NBS cashiering, HPP and eStore can accept deposit payments.
81	Describe the process of setting up deposit items and posting of deposit payments to the Workday student system. Explain how deposits placed in error are reversed.		For HPP, each department or merchant can have their own unique payout account, so NBS can deposit payments in to multiple accounts. In eStore, we can create separate merchant accounts that will allow each cart to have its own depository account.
82	Does the System support future term payments? Please describe.		Enterprise has the ability to accept payments on any active term in workday. If no balance exists for that term the user may enter the amount to pay, which is validated against payment rules configured by term in Enterprise.
83	How does the System handle payments for multiple future terms?		Payment posting is handled by the NBS Connector and is based on the term and activity type associated with the payment collected. For future terms with no available balance in Workday, payments may be posted in a table that tracks prepayments or deposits and later released to a transaction table once a balance is available for that term. This is functionality that is determined when the term is configured in Enterprise and the corresponding term is enabled in the NBS Connector.
	SYSTEM MANAGEMENT REQUIREMENTS:		
84	Does the System allow for multiple administrative users with specific access rights?		Yes.
85	Describe how new administrative users are created.		In Enterprise, an institution's users are created within the system and given specific roles that have different authorization levels, such as Administrator, User/CSR, Read Only User/CSR, Institution Refunds Administrator, and Institution Refunds User CSR.
86	Describe the access administrators have to student billing information.		Administrative access depends on the role that the administrator is given. Administrators with certain roles do have access to this information.
87	Does the System provide reporting that shows which students have not logged in and viewed their billing statement?		User reports can identify the last log-in for each user in the system. If an eBill was generated for a student or authorized payer they will automatically be directed to the view eBill page when they log in from the notification email/text. Therefore, the view history is directly tied to the last log-in for the user.

88	Does the System provide a report that shows a history of how many times a student has logged into the electronic billing system?		Yes, each customer record has a history of the user activity associated with the account.
89	Describe other reporting capabilities provided by the electronic billing system.		NBS solutions provide the College with robust, real-time reporting options and the ability to perform transactional or audit searches. Customized and consolidated reporting options are currently being designed. Some example reports available include: • Remittance Summary • Authorized Party Information • Payment Activity • Net Payments • Delinquencies • Agreement Details at Finalization Payment Activity Reports allow the institution to report on a multitude of parameters around transactions including type, method, and date. Report results can be filtered and columns added or removed to provide the most detailed and efficient report possible. All results can be downloaded into Excel or as a PDF. Additional baseline reports can be requested of the College's Account Manager at NBS.
90	Is there a limit to the number of administrative access users at one time?		No.
	SECTION 3: PAYMENT PLAN ADMINISTRATION REQUIREMENTS		
	ADMINISTRATIVE REQUIREMENTS:		
91	Describe the process for administrators to create and manage receivable payment plans. Include available options for setting up installments, due dates, payment plan fees, conditions of contract, time plan are available, and ability to edit terms.		With Actively Managed Payment Plans from NBS, you can offer structured, pre-scheduled payment programs for traditional fall and spring terms, as well as plans for annual and summer terms, particular courses of study (e.g. nursing programs, continuing education, distance learning), and students with prior delinquent balances. We can design 'standalone' programs for housing and book balances, or these charges can be rolled into a semester plan. Our program gives students an array of possible payment schedules—per term and/or per program/course of study—as defined by the College. Students pay while attending, which cultivates their recognition of the financial commitment required for each and every term. Since payment plan enrollment will officially open with your first day of early registration, students who sign up at that time will reap the benefit of smaller payments distributed across the maximum number of available installments. Payments processed before they begin classes also help solidify the student's financial commitment and intent to attend.
92	How does the payment plan system account for charges and credits eligible for a payment plan? How does the System account for non-deferrable items? Are students required to pay the non-deferrable items prior to setting up a deferred payment plan?		Enterprise has the ability to create groups of charges called Institution Accounts, which can track transactions that have specific payment methods associated with them. For example, tuition may be eligible for a payment plan where Fees may not. In this case, we would create an Institution Account for each but only associate tuition with a payment plan option. The student could then choose to pay the Fees or tuition with an online immediate payment (ePay) or just pay the Fees and set up a payment plan for the tuition balance. Payment rules and eligibility criteria can be configured for each account which allows Broward to determine if students are required to pay certain fees prior to enrollment in a payment plan.
93	How does the System allow for estimated and applied financial aid to be included in the payment plan? Describe how financial aid is used in the plan calculation.		NBS offers Pending Aid; Pending Aid is an innovative, pro-active payment solution from NBS. With Pending Aid, students who have applied for financial aid register for a "just in case" Payment Plan before classes begin. Pending Aid best practice dictates that a student is qualified for a Pending Aid payment plan after they have been awarded aid, but are still waiting on final funding. If a student has a zero balance after financial aid is applied the proactive payment plan is simply disregarded. In the event of a financial aid shortfall, where the balance is not paid in full, NBS will automatically begin processing payments for the balance owed to the institution according to the schedule selected by the student. Pending Aid eliminates the laborious task of contacting student's mid-semester to arrange payment terms.
94	Does the payment plan management system automatically recalculate installments based upon changes such as new charges and credits on the student's account? Describe this functionality. How often does recalculation run?		Yes. The students balance is updated in real time from the College's Workday system. This provides the student with an accurate amount every time they log in to the system.
95	Funds collected through payment plan management software, including plan enrollment fee, must be processed through central payment gateway and deposited directly into College's bank account. Please confirm that this functionality is available.		ACH payments are processed every banking business day. Payments debited from a payer's bank account are remitted to the institution the following business day. Any returned payments will be debited from the institution's bank account one business day after the return is received. NBS uses automated full-service ACH processing that will not only process successful payments, but also update the student account for ACH returns, notify the payer, and create a separate debit from the designated account. We do not net ACH returns from that day's deposit.
96	Describe how the System is able to post installment information to the student system. Where is it posted in our System?		NBS continues to work closely with Workday and as we learn more about their Workday SIS we will know more about how this will be accomplished.
97	If installment activity is not posted to Workday, how is the billing process affected?		NBS continues to work closely with Workday and as we learn more about their Workday SIS we will know more about how this will be accomplished.
	ADMINISTRATIVE ACCESS TO STUDENT PAYMENT PLAN REQUIREMENTS:		
98	Do administrators have the ability to enroll students in a payment plan?		No, NBS does not allow administrators to enroll students in payment plans for security reasons.

99	Do administrators have access to signed payment plan enrollment agreements?		Yes.
100	Can administrators override a hold?		Yes.
	STUDENT SELF-SERVICE REQUIREMENTS:		
101	Describe the student enrollment process in a tuition payment plan. Include how the System interacts with our Workday student System to present real-time account information.		The student is presented a link on BC's web page to set up a payment plan. Information is extracted from Workday via the NBS Connector. Encrypted student information includes student name, student ID, email, registered term, and fee balance to be budgeted. Students move seamlessly from your Workday system to our Actively Managed Payment Plan. They follow a simple five-step process to select from the plans presented and enroll: 1. Enter personal and responsible payer information (if not pre-populated from Workday) 2. Select a payment plan option 3. Complete a budget worksheet 4. Select the payment method 5. Confirm all information and accept the terms and conditions to activate the payment plan Upon successful agreement submission, the system issues a confirmation to your Workday student system, flagging the student's record in the database as having an NBS payment plan. An email enrollment confirmation is also sent to the student's College email address. Information contained in that communication allows them to access their payment plan information. • View agreement history • View remaining payments and returned payments • View enrollment fee, down payment and returned payment fees • Change financial information/payment method • Change demographic information, email address, access code • Add additional authorized payers
102	What payment methods are available to students and authorized users within the payment plan management system?		Payments can be processed using a checking, savings, debit card, or credit card payment option; the College can choose which payment methods are offered to your students.
103	Does the System give students the option to set up scheduled payments in order to automatically pay plan installments? Explain the process for the different methods and list any form of payment not accepted for the different methods.		Yes. Students who elect the installment option are automatically shown payment schedules that are available to them with automatic, pre-scheduled payments with a required or optional down payment, as established by the College.
104	Are payments made via the payment plan management system reflected on the student account in real time? Please explain how.		Yes. Upon accessing the Enterprise, the real-time account activity shows the current balance owed, taking into account estimated aid and specific charges that are available to be budgeted on a payment plan.
105	Does the System exclude detail or category codes in our Workday system in a payment plan?		The College can choose what information is shown.
106	List tables and fields the System interacts and updates in Workday.		When the student/A3P logs into the NBS system, their balance is retrieved from Workday and displayed by term on the system landing page. If the student is eligible to enroll for a payment plan they will be shown the 'Set Up a Payment Plan' button next to the balance for that term. Once the plan owner has agreed to the terms and conditions of the agreement, a real-time agreement notification is generated that will place a service indicator on the student account to identify the student as a payment plan participant.
107	Does the System have static and/or changing payment plans? Explain how each method works.		Enterprise supports payment plans that are compliant with state of Florida regulations to collect 100% of the students' tuition by the census date. Known as the Guarantee Payment Plan Program, NBS offers multiple payment plan options, but requires at least 60% of the tuition charges be paid by the Census Date. Because the dates and the timing of these agreements and payments are critical to ensuring NBS can Guarantee the remaining balance to Broward, payment plans associated with Tuition are static and set in advance of the semester enrollment dates. Payment plans for non-tuition related charges such as housing, can be more flexible and can change payment dates and schedules while the term is in session.
108	Is the option available to choose which type of payment plan to offer?		Yes, the college has the ability to choose which types of payment plans they want to offer.
	REPORTING REQUIREMENTS:		
109	Describe and include a sample of all reports. In addition, please list Workday tables that generated the reports.		NBS uses real-time reporting allowing the school to view customizable reports 24/7. Available reports include; • Individual agreement details, such as name, address, and transaction history • Projected payment and cash flow reports • Remittance statement • Daily returned item reports • Aging delinquency reports • Complete roster and agreement summaries for all parties paying through NBS • Risk and retention reports • Daily tuition payment plan enrollment reports • User defined customized reports Management Reports can be used by administrators to identify timely payments as well as possible fiscal challenges to students/families. Most reports are in PDF format. The

			payment plan enrollment report can be downloaded in either .TXT or .CSV format, as well as any customized reports.
	E-MAIL NOTIFICATION REQUIREMENTS:		
110	How are e-mail addresses loaded and maintained in the payment plan management system?		NBS pulls this information from Workday.
111	Does the College have the ability to edit e-mail notifications to reflect current business policies?		Yes.
112	Does the System gather student e-mail addresses from Workday)? If so, how does the System handle multiple e-mail addresses? Will the College be able to use only the College issued email address so that it may not be altered or deleted? Can email notifications be sent to multiple email addresses?		Yes, NBS pulls all of the student information from your Workday system. NBS does not allow students to change their email address in our system, instead they have to make the changes in Workday so that all information remains accurate. Email notifications can be sent to multiple email addresses.
	TEXT MESSAGING REQUIREMENTS:		
113	How are cell phone numbers loaded and maintained in the payment plan management system? Can a report be generated and supplied to the College that informs of discontinued or non-operable cell phone numbers?		Students and authorized parties may register and "opt in" to receive text message alerts for payment reminders and bill notifications. Only scheduled payment reminders and bill notifications are sent via text message.
114	Does the College have the ability to edit cell phone message notifications to reflect current business policies?		Yes.
	SECTION 4: CASHIERING SYSTEM REQUIREMENTS		
	PHYSICAL SYSTEM REQUIREMENTS:		
115	Describe cashiering hardware options.		The Ingenico iCT250 encrypted card swipe terminal and the POS Micro APG 4000 heavy duty cash drawer.
116	Describe the System's ability to support a multi-site campus environment. The system must come with a minimum of 15 stations. Are there limitations on station licenses? If so, are additional licenses available?		The system is designed to handle multiple Cashiers in a multi campus environment. Broward College may wish to deploy cashiering at a main cashiering office, satellite cashiering offices, and/or campus departments. It allows you to track transactions in real-time by campus and by Cashier. Each campus and even each type of transaction may have unique receipt numbering scheme, unique receipt layouts, roll-up reporting and location security. Additionally, each location will be closed individually by a Cashiering Manager/Administrator, and end-of-day jobs can be scheduled for the time selected by the College.
	STUDENT AUTHENTICATION REQUIREMENTS:		
117	Describe the process for cashiers to access a student account. Include an explanation of how a student's campus ID card can be used to initiate a cashiering transaction.		NBS Cashiering offers integration to successfully retrieve and send information to ERP systems. This provides the necessary information to process student payments and deposits, non-student miscellaneous payments, and departmental deposits. By utilizing the Workday Connector: • Cashiering can display student account detail, memo'd aid, hold information, demographic information (phone number, address, and email address), and NSF count. Broward College can select the time period displayed for the student account detail. • Post transactions in real-time, for transactions posting to TBRACCD and TBRMISD (student and departmental deposit transactions). Cashiering is highly configurable and can post payments based on term, etc.; however, Workday's Application of Payments will determine how the payment is applied to the student account. By utilizing a Reference Server, Cashiering can retrieve data from any database system, and display the retrieved data. For example, the reference server can retrieve information from a Workday table to display billing information or a FERPA indicator. The reference server also allows various segments or combinations of the FOAPAL string (and/or detail codes) to be validated.
118	Describe what student information is retrieved, including name, address, hold information, etc.		Cashiering can display student account detail, memo'd aid, hold information, demographic information (phone number, address, and email address), and NSF count. Broward College can select the time period displayed for the student account detail.
119	Can the System read a bar code? What is involved in switching from bar code to magnetic stripe?		No, NBS cashiering does not currently support this.
	CREDIT CARD PROCESSING REQUIREMENTS:		
120	Does the cashiering system have a customer-facing terminal that is capable of displaying pertinent student information such as account balance, name, student ID number, address, amount due, and other relevant information?		Yes.
121	Does this terminal also allow a student to swipe their credit card or student ID card without handing it to the cashier?		Yes.
122	Describe the process for accepting a credit card payment in which the card is physically swiped. Does the student have the ability to create an account for an authorize user (such as parents) to pay for their outstanding debt?		The Enterprise ePay solution will be able to provide this functionality in the future with its release of Encrypted Card Swipe. NBS cautions the colleges that using a card swipe device or manually entering credit card information on a machine in the business office may bring those computers into scope for PCI compliance and the colleges should consult a Qualified Security Assessor.

			Students can create an account for authorized users to pay for their outstanding debt online using our Enterprise ePay solution.
123	Describe the process for accepting a credit card payment without the credit card swipe functionality.		College cashiers can manually enter credit card information into the machine. Entering credit card information on a machine in the business office may bring those computers into scope for PCI compliance and the colleges should consult a Qualified Security Assessor.
	CHECK CONVERSION REQUIREMENTS:		
124	Describe the process for converting a paper check presented in person into an ACH transaction. Is the System NACHA compliant? Does the System have encryption for converting a check into an ACH transaction?		We do not recommend check conversion to ACH for a number of reasons, including notification requirements and limitations on the size of transactions. However, the system will capture and store check images and convert them to Check 21 transactions. These images can be recalled by a Cashier as necessary. The system is NACHA compliant.
125	Describe the process for converting a mailed-in check payment to an ACH transaction. Is the System NACHA compliant?		The system will capture and store check images and convert them to Check 21 transactions. These images can be recalled by a Cashier as necessary.
126	Describe the process for converting a phoned-in payment to an ACH transaction. Is the System NACHA compliant?		The NBS Cashiering system is designed to handle large transactions which require Check21. For this reason and because of the notification requirements for ACH, the Cashiering solution does not support conversion to ACH. Our ePay solution will soon have a "Customer Service Rep" make payment feature that is fully encrypted, taking your PC out of scope, and will convert transactions to ACH.
127	The System must provide the ability to view scanned check images. This information will be used for audit-control and dispute resolution procedures. Describe how the System supports this functionality.		The system will capture and store check images and convert them to Check 21 transactions. These images can be recalled by a Cashier as necessary.
	BAD CHECK OR CREDIT CARD FLAG REQUIREMENTS:		
128	The System should be able to maintain a "bad check or credit card flag" for each student. This flag would determine if the cashier should accept checks or credit card from a student with a history of presenting bad checks or chargebacks. Explain how this is accomplished. Does the System keep the College from being able to accept the check or credit cards?		It can, but generally the system reads this flag from your Workday system and either warns or restricts the Cashier from accepting a check. The NBS Cashiering system can create a specific rule for your institution, in which you can create a specific pop-up window, which issues a warning to your cashier, if a payer has exceeded the number of permissible "bad checks." Our system can then restrict the tender options to be available.
129	How does the System handle returned checks and chargebacks?		Cashiering also has the ability to pull and display a "bad" check indicator (NSF or returned item or other reasons) from the Workday system for display on the student transaction screen in the register. A pop-up window can then display, which can then restrict tender types, based on number of NSF checks.
	TRANSACTION REPORTING REQUIREMENTS:		
130	Does the cashiering system include a transaction journal that shows all user activity by term, student and individual users? This journal must be archived for audit purposes.		The Cashiering system offers an electronic journal and audit tables to track user activity, which can be viewed by users with appropriate security.
131	Describe the System's ability to track financial transactions (monies collected and monies disbursed) for each individual cashier, creating an audit trail to be used by system administrators or supervisors.		Cashiering administrators have query capabilities in "Session Manager," which allows a real-time view of the activity at each register. It allows historic register views as well. Administrators can view/track the number of transactions, transaction types, tenders and banking information in real-time for a single cashier, department, campus or college.
	PAYMENT PROCESSING REQUIREMENTS:		
132	Is the System capable of processing a single payment for multiple student accounts?		A single transaction can accept multiple tender types and can simultaneously address multiple student accounts.
133	Does the System allow cashiers to move payments to different charges or terms?		The system allows the college to set up custom fields and interface them to the student system or GL. The system could also be set up to debit and credit different terms or to receipt line-item payments.
134	Does the System automatically apply payments based on predefined sequence and provide the ability for the cashier to override that payment sequence?		The application of payments is typically managed by the Student Information System rather than by the Cashiering system. However, the system could be used to manage line- item payments.
	PAYMENT RECEIPT REQUIREMENTS:		
135	Describe the cashiering system's receipt generating functionality. What items are displayed on the receipt?		A receipt printer can be connected to cashier workstation, which will allow receipts to be printed at the time of payment. In addition, historic receipts can be viewed, printed, and emailed. The receipt content and branding is fully configurable by the College. Using the receipt layout designer, administrators can configure the receipt layout for each transaction type and location. Design fields include any field captured with the transaction, custom messages, and logos.
136	How many receipts can be printed during a single transaction, i.e., can the user request multiple copies of receipt at printing? Please explain.		Yes, receipts can be reprinted immediately. Also, a second receipt can be automatically created for each transaction and may differ from the first receipt. For example, you may print a receipt for the customer with limited information and may print an additional receipt to be attached to any backup provided by the customer. This additional receipt may include additional information, such as GL codes.
137	Does the System allow for reprinting receipts? Can the College print all historical receipts for a customer at one time?		Yes, receipts can be printed and/or emailed at any time from the transaction inquiry screen.
138	Can a Cashier void a receipt? What is the process and functionality?		NBS Cashiering offers several options to edit and void transactions: • Edit: Transactions can be edited prior to submitting the transaction.

			• Cancel: Transactions are cancelled prior to completing the full transaction and occur prior to sub-totaling or totaling or prior to entry of the tender(s). • Void: Transactions are voided after a transaction is completed; the transaction is negated. • Reversal: At the discretion of the institution, a feature can be enabled and authority granted to a user that allows reversing and re-tendering of closed transactions. Some Colleges prefer using Cashiering to make corrections to closed transactions. User security determines a cashier's ability to void or void and reenter a previously entered transaction in an open session.
	OTHER CASHIERING REQUIREMENTS:		
139	Does the System include check cashing functionality with the option of requiring supervisor authorization? Describe how this is accomplished.		Yes, these can be added as additional transaction types which may only be accessible to those with security access.
140	Is the System capable of supporting drawer replenishment? Describe how this is accomplished.		Yes, drawer replenishment can be added as an additional transaction type which may only be accessible to those with security access.
141	The System must be capable of supporting deposits made by campus departments. Describe how this is accomplished.		NBS Cashiering processes both student and non-student (departmental deposits, donations, athletic tickets, etc.) payments.
142	Does the System allow for cashiers to post payments from third parties (for example, corporations paying tuition on behalf of their employees)? Explain how this is accomplished. If not in this module, does a different module have the ability? Cashier should be able select charges and students down to the course level and charge level to pay?		NBS does not currently offer this functionality but is looking into it for future releases.
143	The System must allow cashiers to add new charges to an account (not tuition). Describe how this is accomplished. The system must be able to target a specific charge and apply a payment directly to that charge.		Line item payments are available in the Cashiering system. If the payment is being applied to the student account the charge must already exist. For non-tuition payments, the credit is applied to the revenue account.
	DRAWER MANAGEMENT REQUIREMENTS:		
144	Does the System have integrated "physical" drawers available? Describe how a cashier could have multiple sessions open on one drawer.		Yes, the heavy duty Automated Cash Drawers, are available as APG model S4000.
145	Describe how the System maintains information about the cashier's drawer, as well as its ability to close and balance the drawer when a cashier logs off. Describe how a cashier drawer can be closed even if out of balance? Does the system provide historic reporting by cashier, drawer, and payment?		At the end of day, each individual cashier will close out his/her local register in the NBS Cashiering system. Each cashier will review his/her "Audit Report" for the day, which provides a report broken down by transaction type and tender type. There is also a summary of the type of transactions from the day, including voids and parked transactions. The cashier uses the Audit Report to reconcile his/her daily work with his/her cash drawer. Although the Audit Report is typically used for end of day reconciliation, it may be generated at any point during the day, for reconciliation of the work performed on the register. If the report and drawer totals do not match, the cashier can use problem solving tools like the electronic journal summary to analyze/discover possible errors. After the session is balanced, an "end-of-day/session" (EOD Report) is then produced which closes the current session and produces a final report. This will close out the individual cashier's local session. After all of the individual cashiers have reconciled their drawers and closed their registers, the designated Administrators for the Cashiering system will then use the "Session Manager" function to reconcile the various local cashiering sessions for each location. The College level Session Manager has a real-time view and control of each register, the department, and the campus, or any other hierarchical structure that the College defines. At any time during the day, the Session Manager can provide a real-time view of the activity at each register. The Administrator can run a real time Audit Report to reconcile the total tender amounts in the drawers with the total amount recorded/reported in Cashiering. After the location is properly balanced, the Administrator will select the registers to be included in the location close, and close the session. The closing of the location session is typically a trigger for other jobs to run, such as the generation, encryption and SFTP of the EOD file and custom reports.
146	Does the cashiering system provide a currency breakdown when a cashier closes and balances their drawer? Describe how this is accomplished.		At the end of day, each individual cashier will close out his/her local register in the NBS Cashiering system. Each cashier will review his/her "Audit Report" for the day, which provides a report broken down by transaction type and tender type. There is also a summary of the type of transactions from the day, including voids and parked transactions. The cashier uses the Audit Report to reconcile his/her daily work with his/her cash drawer. Although the Audit Report is typically used for end of day reconciliation, it may be generated at any point during the day, for reconciliation of the work performed on the register. If the report and drawer totals do not match, the cashier can use problem solving tools like the electronic journal summary to analyze/discover possible errors. After the session is balanced, an "end-of-day/session" (EOD Report) is then produced which closes the current session and produces a final report. This will close out the individual cashier's local session.
147	Describe the capability that a supervisor has in reviewing/updating cashier transactions.		The College level Session Manager has a real-time view and control of each register, the department, and the campus, or any other hierarchical structure that the College defines. At any time during the day, the Session Manager can provide a real-time view of the activity at each register. The Administrator can run a real time Audit Report to reconcile

			the total tender amounts in the drawers with the total amount recorded/reported in Cashiering.
	USER ADMINISTRATION REQUIREMENTS:		
148	The cashiering System must allow for the ability to assign roles to different staff members, giving each user different roles, responsibilities, and rights to the System. Describe the user roles available in the cashiering System.		NBS Cashiering provides the flexibility of creating as many user profiles with associated privileges as needed to satisfy BC requirements. The "Access Security" feature allows administrators to define authorized access to users or groups of users. Administrators can select the specific functions and screens a user can access. The administrator can further define the functionality a user will have using permission privileges. Each individual user receives a user name and password to login.
149	Does the supervisor have the capability to update/close cashier session?		Yes.
150	Does closing the cashier session in the System also close the cashier session in Workday?		Yes.
	SECTION 5: COLLEGE-WIDE E-COMMERCE		
	CENTRALIZED ON-LINE STOREFRONTS:		
151	The on-line storefronts must be customizable by central administration, allow for importing product descriptions, manually entering them, allowing non-technical user the ability to upload images and enter product descriptions. Describe ability to approve updates/changes.		Product descriptions can be imported or entered directly via csv or xml. User's also have the ability to upload multiple images per product.
152	Does the storefront allow for tracking of inventory? Please describe.		Both inventory and fulfillment can be tracked in eStore. Email notifications are sent to administrators when established thresholds are met. When creating or editing products within eStore, the ability to preview the changes made before they are applied exists.
153	Does the storefront allow for the tracking of taxes?		Each product has a 'taxable' designation and integration with a 3rd party, TaxCloud, allows the system to automatically calculate tax on taxable items in the shopping cart. Clients will sign a separate contract with TaxCloud to manage their tax payments across all 50 states. In addition to TaxCloud, other plug ins are available that have the ability to put a flat dollar amount or percent for tax by country, state, and zip.
	CENTRALIZED ON-LINE PAYMENTS:		
154	The System must provide customizable and flexible payment pages that can be setup by non-technical staff for existing payment applications. Provide examples of how this is done.		College administrators are able to set up multiple stores, create and manage products, view orders, track inventory, and record order fulfillment. Most eStore set-up is point and click configurable. Depending on the configuration of storefronts, schools typically create a user, create a unique store, assign the user to the store, add your merchant information and other identifying information, and then begin adding products and events. Each product or event can be brought online or taken off line easily.
155	Does the System allow for recurring payments?		Yes.
	DISTRIBUTED USER ROLES:		
156	The System must provide a variety of users roles with various add, edit, and delete privileges for store settings, product management, and store setup. Describe the process.		It is possible to limit access to certain users by requiring a user to insert login credentials to access the website for an online store.
157	Describe the process for new items/pages to be approved before being displayed on a storefront.		When an administrator adds new items or pages to the eStore solution, they will have the ability to preview the changes before they go live. This allows them to make any necessary changes or have the new items/pages looked at by someone else.
	PRODUCT CATEGORIES:		
158	Does the System allow for the creation of multiple product categories and sub-categories?		Yes.
159	Does the System allow for products to be assigned to a specific product category?		Yes.
	DOWNLOADABLE PRODUCTS:		
160	Does the System allow for the set -up of digital products for delivery via download? Describe this process in detail.		Yes, multiple file types are accepted. The space of hosting server may need to be considered before allowing this at the College, however. eStore also allows for a sample download file and descriptions about download availability.
	GENERAL LEDGER UPDATES:		
161	The System must update Workday general ledger, explain the process.		eStore has the ability to post transactions in batch, via the NBS Connector, specifically to the General Ledger. eStore also offers custom reports, which can be emailed to specific individuals at the College or sent via SFTP to a server, which can return desired transaction data to the College.
162	The System must allow for the assignment of accounting codes to stores and specific products or transactions. Describe this process. Can this be automated?		Yes, eStore boasts flexible reports that can be downloaded or emailed that contain GL codes.
	USER AUTHENTICATION:		
163	Does the System allow for administrators to determine whether or not user authentication is required on a store by store basis?		eStore is open to the public and users may register or check out as a guest. Administrators can also set the store access so that it is limited to only certain registered users.

[Next section continues on following page.]

REQUIREMENTS CLARIFICATION Q&A'S FROM SOLICITATION ADDENDUMS

1. Section 1.2 mentions integration with existing campus applications such as Adirondack and other vendor's offerings. Can you please clarify how many other software vendors will require payment functionality and what other vendors you currently work with?

   R1. We envision the proposed solution to primarily provide Workday, both Financials and Student, payment functionalities. We have a few homegrown solutions that may require payment functionality in the future, but most existing systems (such as PaperCut and EFI for pay-for-print services) will likely continue to use our existing gateway provider, Wells Fargo Merchant Services.

2. Section 1.5 mentions your existing credit card processors; could you please list who your current credit card processing relationship is with?

   R2. Wells Fargo Merchant Services, LLC

3. Section 1.12 mentions the process for changing your bank(s); could you please clarify who you currently bank with?

   R3. Wells Fargo, N.A.

4. Section 1.24 asks to describe how the system handles the charging of convenience fees; do you currently assess any convenience fees? Is the college interested in passing on convenience fees for online credit card transactions as a part of this RFP?

   R4. We do not currently charge convenience fees but could start in some areas that historically have not taken credit card payments. Proposers should provide information about that process.

5. Section 2.51 references single sign-on. What is the college's preferred SSO solution? Is the school looking for a SSO solution for administrative users as well as students and if so what is the preferred single sign on method for administrators?

   R5. We presently use IamCloud as our SSO solution for both administrative users as well as students. We are not looking for another solution and plan to continue using IamCloud for the foreseeable future. IamCloud's SSO service is based on Shibboleth/SAML.

6. Section 2.55 references Campus Cards. Do you wish to allow students to use campus cards as a payment method? If so, what campus card system do you currently use (i.e. Blackboard Transact, CBORD Gold, in house developed system, etc.)?

   R6. We have a campus card system for access control and identification purposes, the cards to not have value currently. We are looking for the Proposer to provide information about functionality their proposed solution support around campus cards

7. Whether we need to come over there for meetings?

   R8. You may have to come to Broward College for meetings, if applicable.

8. Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)

   R9. All task must be performed in the USA.

9. Can the College provide any additional clarity as it relates to the statement from Section 2.2 that "The solution will be implemented in phases, the first phase being implemented and operational by Q4 of 2016" and Section 2.5 which lists 12/13/2016 as the "Tentative Board of Trustees Meeting for Approval of Award"?

   R9. Implementation will be dependent upon final contract timing

10. In light of the proposed future availability of the Workday solution, what is the College's preferred order of implementation for the requirements that make up the solution, as requested?

    R10. Preferred order of implementation will be directly related to the project plan of Workday Student. We anticipate implementing e-commerce solutions first as this will be less dependent upon the Workday project plan

11. As it pertains to Attachment F, can the College provide a breakdown of which solutions/requirements it envisions being a part of Phase 1 and Phase 2?

    R11. The College can only provide expected order given this is part of a much larger ERP implementation with its own project plan. Most of the request functions would be part of a Phase 1 project plan, Payment Plans could be a Phase 2 as this is likely a longer term implementation

[Next section continues on following page.]

VENDOR SOLUTION AND METHODOLOGY

The Vendor's proposed solution and methodology must, at a minimum, meet the College's requirements identified above.

Describe in detail how Proposer will accomplish the solution(s) identified in proposed solution above in order to complete required service. At a minimum, response must include and provide detailed responses to the following:

a. Proposer's Procedures. Provide procedures for completing work required and how the procedures will be applied or modified to comply with requirements of this project and of Broward College's multi-campus, multicultural environment.

Please see **Attachment D** for a full list of procedures that will need to be accomplished to implement our solutions. These sample timelines include the requirements from both NBS and the College.

b. Coordination and Communication. Provide detailed information on how Proposer will coordinate the completion of required service(s). Provide detailed information on how Proposer will communicate with assigned college personnel prior to, during and after job commencement.

Go-Live Support

The NBS Project Manager who guided you through your implementation, will also coordinate all necessary training on the products and services. In some instances, this support is handled entirely remotely, however, NBS is happy to provide on-site support, as necessary, at no charge to the College. Once implementation and training are complete, the College will be assigned a dedicated Account Manager and Multi-Product Account Manager who will handle day-to-day inquiries.

Post-Production Support

NBS uses a multi-layered customer support infrastructure to ensure the greatest efficiency and expediency for our Colleges. Each client is assigned a designated Customer Relationship Manager (CRM); the CRM is the focal point for communication and contact between NBS and the client. This does not mean they are the only individual communicating with the College, but they maintain awareness of activities, issues, and events surrounding the partnership between NBS and the College. Your CRM can be reached directly via phone or email.

In support of your CRM, NBS has a fully-staffed, in-house Technical Support team that is available to help resolve any problems, should they arise. Technical Support is available 24 hours a day, 365 days per year for Priority 1 and Priority 2 service issues and during regular business hours (9:00 A.M. to 5:00 P.M. Central, Monday through Friday, excluding holidays). These resources, your CRM and our Technical Support team, comprise your daily support team at NBS.

NBS also provides regular communications via our regular product development calls, which allow campus staff to ask questions, as well as receive information.

c. Reports. Provide explanation and detailed examples of any reports and/or data that will be provided prior to, during and after execution of services.

NBS assigns a dedicated implementation manager to your project. The implementation manager will assemble the team of NBS and College personnel and guide them through the implementation process.

Before implementation begins, NBS will set up a call with the proper team members to review and confirm the scope of the project. During this time a weekly call will also be scheduled. During these weekly calls NBS implementation members will update the college and report how things are progressing with implementation. During the calls the college can ask any questions that it may have. The College will also be given a different requirements documents that layout what is needed from the College to help during configuration / set up.

The college will also receive a communication plan and project plan so that they know the order of the implementation and can look up major milestones throughout the process.

Once implementation is complete, NBS will provide the college with the necessary training, training documents and user guides to ensure that the solution continues to run smoothly. Your dedication CRM and AM will also be in contact with you in case further training is needed.

d. Other Services. Describe any additional services and their proposed methodology that Proposer is proposing to provide with relation to the scope of this RFP.

NBS is not proposing any additional services in response to this RFP.

ATTACHMENT E

SERVICE LEVEL AGREEMENT

The following sets forth service levels that **Nelnet Business Solutions, Inc.** ("Company") will provide to **the District Board of Trustees of Broward College, Florida** ("Institution") in connection with hosted business services. Capitalized terms not defined in this Service Level Agreement ("SLA") are defined in the Professional Services Agreement ("Agreement") between Company and Institution.

SERVICE LEVEL COMPONENTS

Availability: The Company will provide access to the System twenty-four (24) hours per day, seven (7) days per week ("24/7") for all End Users of the System in association with an Institution-related transaction. Exceptions to these requirements are the time required for scheduled maintenance, security responses, and emergency changes. The Company will provide commercially reasonable security on all Company applications and locations and/or as required in the Agreement.

The Company will provide all End Users access to the System greater than or equal to 98% of the time during each calendar month of the Term ("Service Availability Guarantee"). Service Availability consists of the number of minutes in a month that the System was available less unavailable minutes due to an Unplanned Outage. An "Unplanned Outage" is defined as any Priority 1 event reported by the Institution, as defined under "Technical Support Availability" below. The duration of an Unplanned Outage will be calculated from the date and time that the Company detects the issue or the Company's support center acknowledges receipt of an error report from the Institution, and will end when the Company resolves the issue and the Priority 1 conditions have ended. For purposes of this SLA, "Availability" will mean access to the System without substantial degradation to the System services. The determination of "Availability" will not include scheduled maintenance windows or emergency changes for purposes of the Service Availability Guarantee. (Institution will be notified in advance of any scheduled maintenance; schedule maintenance will occur during non-business hours.) The Company will monitor Availability internally and respond to any service outage without notification by the Institution. The Company will promptly notify the Institution of any such outage that lasts more than fifteen (15) minutes.

Emergency Changes: Occasionally, a situation may arise when changes to the System cannot wait until the next normally scheduled maintenance period (e.g., security patch for a newly discovered high-risk issue). To reduce the business impact to the Institution and ensure there is no conflict that could add unnecessary risk to the Institution, the Company reserves the right to perform emergency changes outside of the established maintenance calendar and communication windows. In these rare circumstances, the Company will communicate to the Institution as soon as possible. Emergency changes necessitated by third-party action or inaction will not be calculated as "downtime" or an unplanned outage under the Service Availability Guarantee.

System Responsiveness: The Company server will generally respond quickly to user queries and updates (called "transactions" in this paragraph) and will have an average response time of five (5) seconds from the time that the transaction arrives into the Company server to the time the transaction leaves the Company server. The Company will use commercially reasonable efforts to provide End Users with quick responses. The Institution understands that there are many items that can influence the speed of the user experience. System response times may be impacted by forces outside Company's control, including the speed of the End User's equipment, the speed of the End User's internet connection, the speed of the Institution's web servers, the speed of the general internet at any particular moment, and other items that impact the speed of the End User's perceived responsiveness of the System.

Timeliness: The Company will process files, interfaces, reports, account updates, etc. according to a schedule mutually agreed upon by the parties. ACH file production and transmission to the Federal Reserve are batched at the end of each business day and funds collected are deposited according to the agreed upon schedule between the parties. Processing of electronic statements, if applicable, will be configured to run according to the preference (i.e., manually or automatically) and frequency determined by the Institution.

Data Accuracy: The Company will provide the following results based on the data provided by the Institution:

1. Following successful authentication (once Institution has completed the authentication process as approved by the Company), End User will be connected to their correct account at the System Site, where applicable.
2. Authorized third-party payers will be connected to the correct account following authentication at the System Site, where applicable.
3. The System Site will present End User data in accordance with information provided via file uploads, interfaces, account updates, etc. based on the contracted service(s) and as mutually agreed upon by the parties.
4. The System Site will accurately retain all payment profiles for students and authorized End Users, where applicable.
5. The System Site will accurately retain all payment histories for students, authorized End Users and/or consumers as required by the Agreement between the parties.
6. Authorized End Users can only view payments initiated by such End User.
7. ACH file submission to the Federal Reserve will include all payments processed prior to the business day's cut-off time (TBD), excepting bank holidays and weekends, which will be processed at the end of each business day and deposited according to the schedule in the Agreement between the parties.

Technical Support Availability: The Company's technical support will be available twenty-four (24) hours a day, 365 days per year for Priority 1 service issues (as defined below), and during regular business hours (8:00 a.m. to 5:00 p.m. Central, Monday through Friday, excluding holidays) for other service issues.

Priority	Priorities Assigned Under These Guidelines	Sample Issues
1	• Problem has significant impact on the Institution's operations • System is down or unusable • No workaround is available	• More than 10% of End Users have no access to System • System response time significantly degraded from standard response time
2	• Problem impacts the Institution's operations • Temporary workaround is available • Problem impairs the Institution's ability to use the System effectively	• Some of the Institution's users have no access to the System • System performance is unstable
3	• Problem has minor impact on the Institution's operations • Problem occurs infrequently • Workaround available	• The Institution has functionality questions • The Institution requires software/patches for a non-emergency break-fix situation

Recovery Time: Receipt of an error report will be acknowledged as specified below. The Company will, after receipt of an error notification reported to the Company by phone, use commercially reasonable efforts to respond to each notification as indicated below, with a resolution of the issue as indicated below:

Priority	Initial Contact Response (Company support center acknowledgement)	Initial Resolution Commences (Company technician commences work)	Target Time for Issue Resolution
1	1 hour	2 hours	4 hours
2	2 hours	4 hours	2 business days
3	1 business day	To be mutually determined by the Institution and the Company on a case-by-case basis	To be mutually determined by the Institution and the Company on a case-by-case basis

If the issue is determined to be the result of a third-party failure of software, hardware, systems or connections, or attributed to natural or other disaster, resolution times may be extended.

Excused Performance Problems: The Company will not be liable to the Institution for any failure to meet a service level to the extent that such failure is attributable to the following: (i) acts, omissions, or errors of the Institution or an End User, (ii) breaches of the Agreement by the Institution, (iii) any software, hardware, systems or connections not provided or controlled by or through the Company, (iv) failure of the internet or an internet service provider, (v) failure of the Institution's or an End User's software, hardware, systems or connections, (vi) scheduled or unscheduled maintenance at the Institution, (vii) the Institution's or an End User's failure to provide correct and necessary data, or (viii) any force majeure event as further described in the Agreement. These are referred to herein collectively as an "Excused Performance Problem."

Remedies: In addition to the Institution's other rights and remedies under the Agreement, all Nelnet fees and other charges for the System will be abated if a Nelnet failure or force majeure event meeting the following criteria occurs:

- Priority 1 (anytime) > 48 hours in duration
- Priority 2 (critical month) > 48 hours in duration [22]

The abatement in Nelnet fees and other charges will continue until the condition is remedied.

[22] Critical months: July, August, September, December, and January.

ATTACHMENT F

POINT-TO-POINT ENCRYPTION (P2PE) ADDENDUM

This P2PE Addendum ("P2PE Addendum") is dated April 25, 2019 and is by and between Nelnet Business Solutions, Inc. ("NBS" or "Company"), and the District Board of Trustees of Broward College, Florida ("Customer" or "Institution") and is an Addendum to the Professional Services Agreement executed by the parties on April 25, 2019 ("Customer Agreement").

1. NBS is authorized by Bluefin Payment Systems LLC ("Bluefin") to offer Bluefin's DecrypTX® service (the "Service") to its customers on NBS's various platforms. The Service contains one or more of the following features:

- Credit/debit card track data decryption and response service;
- Credit/debit card Primary Account Number decryption and response service;
- Device key injection at Bluefin's designated PCI-approved key injection facility;
- Provision of real-time chain of custody and monitoring of each device through the Bluefin P2PE POI Manager web application; and
- Personalized guidance and support with the P2PE POI Manager reports necessary to attest compliance on the PCI SAQ P2PE-HW.

2. Customer wishes to utilize the Service and shall pay the fees for the Service set forth on the Order Form attached hereto (Attachment C), no later than thirty (30) days after the receipt of an invoice from NBS.

3. In order to utilize the Service, Customer will purchase point-to-point encryption devices ("P2PE Devices") directly from Bluefin. Customer acknowledges and agrees that the P2PE Devices purchase will be subject to Bluefin's standard terms and conditions and will include pricing and payment terms agreed to by Customer and Bluefin.

4. Unless otherwise stated, the terms of the Customer Agreement shall govern this P2PE Addendum. If the terms of this Addendum and the Customer Agreement conflict, the terms of this P2PE Addendum shall control.

IN WITNESS WHEREOF, NBS and Customer have executed this P2PE Addendum as of the date first set forth hereinabove.

Nelnet Business Solutions, Inc.

By: DeeAnn Wenger

Name: DeeAnn Wenger

Title: President

The District Board of Trustees of Broward College, Florida

By: DocuSigned by: [signature] 6E132BB1DBE8420...

Name: Jayson Iroff

Title: CFO

ATTACHMENT G

ATTESTATION

Outside of the Guaranteed Tuition Installment Plan (the terms and conditions of which are outlined in Attachment A to this Agreement), which requires processing credit and debit card transactions through the Company's preferred merchant services provider, Company attests to the System's ability to interface with the Rapid Connect solution from First Data for card payment processing in conjunction with other delivered campus commerce services. The Company does not warrant Institution-selected merchant card services and is not liable for any interruptions of service or other breach arising from agreement between the Institution and other Merchant Acquirers. The Institution is responsible for adhering to all applicable card association rules and regulations with any Merchant Acquirer.