REQUEST FOR PROPOSAL

RFP No.769-18-1130MA
Title: Banking Services

Proposal Submittal Deadline:  January 25, 2018, 2:00 PM, Local Time

Prepared By:
Michael J. Abernethy
University of North Texas System Procurement Services
Business Service Center
1112 Dallas Drive, Suite 4000
Denton, Texas  76205

December 18, 2017
REQUEST FOR PROPOSAL

TABLE OF CONTENTS

SECTION 1: INTRODUCTION .................................................................................................................................

SECTION 2: NOTICE TO PROPOSER ....................................................................................................................

SECTION 3: SUBMISSION OF PROPOSAL ............................................................................................................

SECTION 4: GENERAL TERMS AND CONDITIONS ............................................................................................

SECTION 5: STATEMENT OF WORK (SCOPE OF SERVICES) .............................................................................

ATTACHMENTS

A. Specifications/Description of Service

B. Financial Institution’s Qualification Requirements

C. Schedule of Fees

D. FY 17 Annual Volume

E. Sample Service Agreement

FY2017 Disbursements (Available upon Request)

Basic Account Structure (Available upon Request)

APPENDIX ONE: AFFIRMATIONS AND CONFIRMATIONS ..............................................................................
SECTION 1

INTRODUCTION

1.1 UNIVERSITY SYSTEM DESCRIPTION

The University of North Texas System (UNTS) includes the University of North Texas in Denton (UNT), the University of North Texas Health Science Center (UNTHSC) in Fort Worth and the University of North Texas at Dallas (UNTD). The UNT System Administration is based in Downtown Dallas. The UNT System also provides high-quality, innovative and affordable legal education in Downtown Dallas at the University of North Texas at Dallas College of Law. The three independent universities of the UNT System have combined enrollment of just over 42,000 students across five major teaching locations including each main campus as well as Frisco and Downtown Dallas.

1.2 BACKGROUND

The UNTS intends to enter into agreement with a vendor that specializes in Banking Services in accordance with the terms and conditions contained herein.

1.3 Group Purchase Authority

Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer(s) under this Section. Should another institution exercise this option the resulting contract and obligations shall be between that institution and the vendor with the UNTS incurring obligation as a result thereof.
SECTION 2
NOTICE TO PROPOSER

2.1 Submittal Deadline

University will accept proposals submitted in response to this RFP until 2:00 p.m., Local Time on January 25, 2018 (the “Submittal Deadline”).

2.2 University Contact Person

Proposers will direct all questions or concerns regarding this RFP to the following University contact (“University Contact”):

Michael J. Abernethy, Senior Director for Procurement Services

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

**UNTS Contact must receive all questions or concerns no later than 5:00 PM Local Time on January 5, 2018.** It is University’s intent to respond to all appropriate questions and concerns; however, UNTS reserves the right to decline to respond to any question or concern. Answers to questions will be posted via addendum on the UNTS Business Service Center Bid Opportunities web page located at: https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities. Vendors are strongly suggested to review this page at least four (4) business days prior to the due date for submissions or earlier to ensure that you have received all applicable addenda.

2.3 Criteria for Selection

The successful Proposer(s), if any, selected by University in accordance with the requirements and specifications set forth in this RFP will be the Proposer that submits a proposal in response to this RFP on or before the Submittal Deadline that is the most advantageous to the UNTS taking into consideration the evaluation criteria contained herein. The successful Proposer(s) is/are referred to as the “Contractor.” The UNTS reserves the right to make a single award from this solicitation or multiple awards, whatever is in the best interested of the UNTS with the UNTS being the sole judge thereof.

Proposer is encouraged to propose terms and conditions offering the maximum benefit to UNTS as outlined below. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to University in a contract for the Services.
An evaluation team from UNTS will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer in its proposal. Proposers should address in your response each of the criteria listed in this section. Failure to respond to these criteria may result in your proposal receiving a negative rating or considered as non-responsive. Proposers should note that the awarded proposal may not be the lowest offer, but the offer(s) deemed most advantageous to the University as described in this section.

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

- The extent to which the services meets the System’s needs emphasizing levels of customer service;
- The fees associated with the services to be provided and the total long-term cost effectiveness to the System of acquiring banking institution’s services;
- The demonstrated automation capabilities of the banking services offered in the proposal;
- Financial incentives offered (e.g. reduced or eliminated fees, student scholarships, internships, royalties, tiered pricing);
- Corporate profile including: The reputation of the banking institution and its services, experience, references, and continuity of bank, and the creditworthiness and financial stability of the institution;
- The banking institution’s geographical proximity of banking facilities;
- Additional services offered in addition to traditional banking services (e.g. student, faculty and staff banking, pay cards, student disbursements);
- Vendor’s Implementation/Transition plan.

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

2.4 Key Events Schedule

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of RFP Issued</td>
<td>December 18, 2017</td>
</tr>
<tr>
<td>Deadline for Questions/Concerns</td>
<td>January 5, 2018</td>
</tr>
<tr>
<td>(Ref. Section 2.2 of this RFP)</td>
<td></td>
</tr>
<tr>
<td>Submittal Deadline</td>
<td>January 25, 2018, 2:00 PM, Local Time</td>
</tr>
<tr>
<td>(Ref. Section 2.1 of this RFP)</td>
<td></td>
</tr>
</tbody>
</table>

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

In accordance with Texas Gov't Code §2161.252 and Texas Administrative Code §20.14, each state agency (including institutions of higher education) as defined by §2151.002 that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. **A subcontracting plan is not required for your proposal.**

2.6 Pre-Submittal Conference

This section not used.
SECTION 3

SUBMISSION OF PROPOSAL

3.1 Number of Copies

Proposer must submit one (1) complete original copy of its entire proposal. An original signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. Section 2 of APPENDIX ONE) of submitted proposal. The Proposer’s proposal bearing an original signature should contain the mark “original” on the front cover of the proposal.

For submission of competitive solicitation responses, the University does not consider electronic signatures to be valid therefore the original signature must be a “wet signature.”

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

3.2 Submission

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

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

Request for Proposal number and submittal date should be marked in the lower left-hand corner of sealed bid envelope (box/container).

NOTE: Proposals submitted via facsimile or other electronic means will not be accepted unless otherwise specified within this RFP.

Proposals must be typed on letter-size (8-1/2” x 11”) paper, and must be submitted in a 3-ring binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

3.3 Proposal Validity Period

Each proposal must state that it will remain valid for University’s acceptance for a minimum of one hundred eighty (180) days after the Submittal Deadline, to allow time for evaluation,
selection, and any unforeseen delays. Should circumstances arise that require an extension to this period, the UNTS reserves the right to request extensions accordingly.

3.4 Terms and Conditions

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

3.4.1.1 Specification Section 5);
3.4.1.2 (Not used);
3.4.1.3 Proposal Requirements (ref. APPENDIX ONE);
3.4.1.4 Notice to Proposers (ref. Section 2 of this RFP).

3.5 Submittal Checklist

Proposer is instructed to complete, sign, and return the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then University may reject the proposal:

3.5.1 Signed and Completed Execution of Offer (ref. Section 2 of APPENDIX ONE)
3.5.2 (Not used)
3.5.3 Responses to Proposer's General Questionnaire (ref. Section 3 of APPENDIX ONE).
3.5.4 Signed and Completed Addenda Checklist (ref. Section 4 of APPENDIX ONE)
3.5.5 Responses to evaluation criteria.
3.5.6 Response to any questions in Attachments A and B. Vendors are urged to review the criteria in Section 2.3 and ensure that their proposal contains information that may be weighed against this criteria. Failure to respond to this criteria could result in your proposal receiving an unfavorable rating for the criteria or being considered non-responsive.
SECTION 4

GENERAL TERMS AND CONDITIONS

The UNTS’s standard procurement terms and conditions may be found at: https://www.untsystem.edu/sites/default/files/po_terms_and_conditions_00214319xc146b_0.pdf. Additionally, attached is a SAMPLE University of North Texas System Services Agreement. If a proposer takes exception to any of these terms and conditions in either our standard procurement terms and conditions as well as those included in the sample agreement, those exceptions should be stated and located in a separate section of the vendor’s response marked “Exceptions.” Proposers are advised that should the UNTS not accept a stated exception it may result in disqualification of your proposal.

4.1 If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. APPENDIX ONE), Proposer must submit a list of the exceptions with proposal. Proposers should note that should the UNTS not accept any of the exceptions it may result in disqualification of the submitted response. Additionally, proposers shall attach copies of any standard contractual documents or agreements which the UNTS will be expected to execute.

4.2 Term. The term of this contract resulting from this RFP shall be for three (3) years commencing on or about September 1, 2018 with options to extend for two (2) additional (1) year terms by mutual consent. Either party may terminate after year one without penalty by giving at least ninety (90) days notice to the other party.
Section 5
Scope of Services

5.1 General A description of Services may be found on Attachment A, Specifications/Description of Services
5.2 PRICING/FEES
(State any pricing on the attachment C marked “Schedule of Fees”
APPENDIX ONE

AFFIRMATIONS AND CONFIRMATIONS

1.1 Purpose

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

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

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

1.2 Inquiries and Interpretations

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

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

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

1.3 Public Information

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

University may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed.

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the Texas Public Information Act (Government Code, Chapter 552.001, et seq.). Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, Government Code.

1.4 Type of Agreement

(See attached sample UNTS Services Agreement)

1.5 Proposal Evaluation Process

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

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

At University’s sole option and discretion, University may discuss and negotiate elements of proposals submitted with any or all proposers at the University’s sole discretion. Furthermore, the University may request presentations or system demonstrations from any or all proposers at no cost or obligation to the University.
After submission of a proposal but before final selection of Contractor is made, University may permit a Proposer to revise its proposal in order to obtain the Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. The University is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to University overall, as determined by University according to the evaluation criteria contained herein.

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

1.6 Proposer's Acceptance of Evaluation Methodology

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

1.7 Solicitation for Proposal and Proposal Preparation Costs

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

1.8 Proposal Requirements and General Instructions

1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.

1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of University.

1.8.3 University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.

1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University's sole discretion.

1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP. Proposers are encouraged to completely address the evaluation criteria.

1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to University, at University's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.

1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, in University's sole discretion.

1.8.8 Should a vendor wish to protest or dispute determinations or awards made in connection with this RFP, it shall be done by submitting a Letter of Protest/Dispute to the UNTS Senior Director for Procurement Services outlining the issue to be considered.
1.9.1 Execution of Offer

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

1.9.2 Pricing and Delivery Schedule

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

University will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Fee Schedule.

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

1.9.4 Proposer’s General Questionnaire

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

1.9.5 Addenda Checklist

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

1.9.6 Submission

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

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

University will not accept proposals submitted by telephone, proposals submitted by Facsimile (“FAX”) transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP.

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

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

1.9.7 Page Size, Binders, and Dividers

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

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

1.9.9 Pagination

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

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

2.1 By signature hereon, Proposer represents and warrants the following:

2.1.1 Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer; (3) University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer’s preparation of a response to this RFP.

2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.

2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.

2.1.4 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.

2.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.

2.1.6 If selected by University, Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.

2.1.7 If selected by University, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.

2.1.8 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.

2.1.9 Proposer will defend with counsel approved by University, indemnify, and hold harmless University, The University of Texas System, the State of Texas, and all of their Regents, Officers, Agents and Employees, from and against all actions, suits, demands, costs, damages, liabilities and other claims of any nature, kind or description, including reasonable attorneys’ fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract or agreement resulting from this RFP.

2.1.10 Pursuant to Sections 2107.008 and 2252.903, Government Code, any payments owing to Proposer under any contract or agreement resulting from this RFP may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

2.2 By signature hereon, Proposer offers and agrees to furnish the Services to University and comply with all terms, conditions, requirements and specifications set forth in this RFP.

2.3 By signature hereon, Proposer affirms that it has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal lists at University.

2.4 By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, Tax Code, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University’s option, may result in termination of any resulting contract or agreement.

2.5 By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
2.6 By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer’s proposal.

2.7 By signature hereon, Proposer certifies as follows:

"Under Section 231.006, Family Code, relating to child support, Proposer certifies that the individual or business entity named in the Proposer’s proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate."

2.8 By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of The University of Texas System, on the other hand, other than the relationships which have been previously disclosed to University in writing; (ii) Proposer has not been an employee of any component institution of The University of Texas System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) no person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer’s proposal or any contract resulting from this RFP (ref. Section 669.003, Government Code). All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into a contract or agreement with Proposer.

2.9 By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

2.10 By signature hereon, Proposer represents and warrants that all products and services offered to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the Texas Hazard Communication Act, Chapter 502, Health and Safety Code, and all related regulations in effect or proposed as of the date of this RFP.

2.11 Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time University makes an award or enters into any contract or agreement with Proposer.

2.12 If Proposer will sell or lease computer equipment to the University under any agreements or other contractual arrangements that may result from the submission of Proposer’s proposal then, pursuant to Section 361.965(c), Health & Safety Code, Proposer certifies that it is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Chapter 361, Subchapter Y, Health & Safety Code and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in Title 30, Chapter 328, Subchapter I, Texas Administrative Code, Section 361.952(2), Health & Safety Code, states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term “computer equipment” means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

2.13 Pursuant to Texas Gov’t Code Section 2270.001, Vendor affirmatively states that it does not boycott Israel. Additionally, Vendor shall not engage in a boycott of Israel during the term of this Agreement.

2.14 Proposer should complete the following information:

If Proposer is a Corporation, then State of Incorporation: __________________________

If Proposer is a Corporation, then Proposer’s Corporate Charter Number: ______________

RFP No.: 769-18-1130MA, Title: Banking Services
NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

<table>
<thead>
<tr>
<th>(Proposer Institution’s Name)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Signature of Duly Authorized Representative)</td>
</tr>
<tr>
<td>(Printed Name/Title)</td>
</tr>
<tr>
<td>(Date Signed)</td>
</tr>
<tr>
<td>(Proposer’s Street Address)</td>
</tr>
<tr>
<td>(City, State, Zip Code)</td>
</tr>
<tr>
<td>(Telephone Number)</td>
</tr>
<tr>
<td>(FAX Number)</td>
</tr>
<tr>
<td>(Email Address)</td>
</tr>
</tbody>
</table>
SECTION 3

PROPOSER'S GENERAL QUESTIONNAIRE

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

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

3.1 Proposer Profile

3.1.1 Company's Legal Name:

Address of principal place of business:

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

Number of years in Business: __________________

State of incorporation: _______________________

Number of Employees: _______________________

Annual Revenues Volume: ____________________

Name of Parent Corporation, if any ___________________

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

If "Yes", please indicate the issuing authority and a include copy of your certificate.
SECTION 4
ADDENDA CHECKLIST

Proposal of: _____________________________________
(Proposer Company Name)

To: The University of North Texas System

Ref.: Banking Services

RFP No.: 79-18-1130MA

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

Note: If there was only 1 Addendum, initial just the first blank after No. 1, not all 5 blanks below.

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

Respectfully submitted,

Proposer: _____________________________

By: _____________________________
(Authorized Signature for Proposer)

Name: _____________________________

Title: _____________________________

Date: _____________________________
Attachment A

SPECIFICATIONS/DESCRIPTION OF SERVICES

All the services requested in this Section shall be made available to all UNTS institutions entering into the System-wide contract. Not all UNTS institutions may choose to utilize all the services required initially or during the contract period but UNTS requires that all services be available for use by each UNTS institution if it so elects. References to UNTS, or actions required by UNTS, in the Requirements Section are presumed to address each individual UNTS institution in its use of the bank’s services.

The banking institution should use particular care in its responses to identify if, and when, the services or a particular level of service are available at each of the UNTS institutions or at only selected locations. Any difference in service level or delivery between locations must be clearly identified and described. UNTS expects the same level of service be provided to each UNTS institution.

UNTS is searching for a bank that values long-lasting relationship. To that end, if the awarded banking institution provides municipal bond underwriting services, that team will receive high priority in negotiated bond deals issued during the life of this contract. This constitutes no obligation on the part of UNTS and will certainly not apply if there are service level issues related to the underwriting team, as determined by UNTS staff.

Please note there is a payables service that may be awarded separately from the remainder of this document. If that is your sole interest, please proceed to item 9 of this attachment.

The Vice Chancellor for Finance is responsible for any negotiation on and general oversight of UNTS’s banking services and the negotiation and provision of any banking services agreements. The Vice Chancellor for Finance is also responsible for daily banking and treasury activities. These activities include collection, disbursement, payroll, administration and financial reporting functions.

UNTS requires fully automated accounting and reporting consistent with UNTS’s goal of elimination of paper and overall reduction of manual transactions. UNTS is striving for cost efficient and effective use of automated services wherever possible. This bank’s proposal should address innovative methodologies and technologies directed towards the elimination of paper documents and the advancement of electronic transfer of funds and information.

Banking institutions should recognize and specifically address in their responses services required by or directed to an academic institution. Banks are encouraged to address any service not anticipated by or outlined in this RFP that will improve the efficiencies of UNTS. UNTS is interested in utilizing the best technology to streamline cash flows and improve efficiencies and reporting. Specifically, banking and ATM locations available to our students, faculty, and staff should be included. Also, indicate your willingness to place additional ATM’s, if requested, on one or more of our campuses and associated costs, if any. Lastly, any services that can be offered to UNTS students, faculty, and staff should be explained, including any applicable limitations.

Banking institutions should provide in their response the resume, location, and experience of both the representatives who will guide the implementation process and the account executives who
will manage the ongoing relationship. Details should be provided as to levels of training available, not only for employees learning how to use tools such as the website or desktop deposit machine but also for fraud prevention, new technologies, etc.

UNTS’s current banking structures, as described in the Attachments, can be assumed as a continuing baseline for services, with the understanding that the intent of this RFP is to consolidate to a single bank for depository services, although an ongoing effort to streamline structures and operations may affect changes during the contract period.

For UNTS, the majority of the bank activity occurs in the primary operating and payroll accounts. UNTS has established operating accounts that receive deposits consolidated from various points-of-operation in the institution. UNTS has ZBA structures to facilitate sweeps. Positive pay is required on most accounts for UNTS.

Deposits are generally prepared by multiple departments within the institution and result normally in multiple daily deposits. Where feasible, an armored car service is utilized and we request pricing for the armored car services provided by the bank, if any. Awarding of the banking contract does not automatically mean that bank’s armored car services will be utilized, however such an arrangement would be preferred.

Investment security transactions and safekeeping services for UNTS are requested, if available, but will not automatically be utilized if depository services are awarded.
Because the UNT System institutions are agencies of the State of Texas, the safety of the funds and assets are paramount. The use of technology to minimize manual and inefficient operations is a continuing goal of UNTS. The banking institution serving UNTS will be expected to bring new ideas and technologies to UNTS’s attention and use throughout the contract period.

UNTS requires depositories that are fiscally strong and able to provide the required services on an uninterrupted basis.

The banking institution selected by UNTS will be required to provide monthly, complete, and timely account analyses with detail on each account and a consolidated analysis that settles no more frequently than every three months covering the bank’s relationship with UNTS.

UNTS sweeps the vast majority of their cash on a daily basis to the local government investment pools and other investment vehicles. Balances remaining in the banking institution will typically be minimal and represent only those funds required for ongoing, short-term operations. Banks must demonstrate the ability to effectively manage the fund sweep process in accordance with banking regulations and satisfactory internal control processes.

Provide samples of reports available, including available medium and delivery options. Also detail ability to customize reports and schedule email delivery of them.

UNTS funds are public funds and fall under provisions of the Public Funds Collateral Act (Texas Government Code, Section 2257). If funds are, for any reason, not swept on a daily basis by UNTS externally or to a money market fund through the bank structure, all UNTS funds above FDIC insurance coverage must be collateralized at a 102% margin as defined below.

Authorized System collateral includes only:

- Obligations of the United States or its agencies and instrumentalities including mortgage backed securities which pass the bank test;

Other provisions to which a bank selected by UNTS must agree include:

- All securities pledged to UNTS will be held by an independent third-party, preferably the Federal Reserve System bank.
- UNTS and the bank will execute a Master Depository Agreement, Master Banking Services Agreement and related Service Agreements.
- The Master Depository Agreement will be executed under the terms of FIRREA (Financial Institutions Resource and Recovery Enforcement Act) requiring a resolution of approval by the Bank Board or Bank Loan Committee.
- The banking institution will be contractually liable for continuous maintenance of the required 102% margin level on collateral.
- The custodian of the collateral will provide a monthly listing and valuation report directly to UNTS on the collateral pledged which shall include security descriptions and their valuations.
- UNTS reserves the right to utilize any voluntary pooled collateral agreements which may be allowable by law during the contract period but will not be required to do so.

**Required Banking Services:** Bank Institution must address each of the required services below:

1. **Automated Cash Management Information Access**

UNTS is striving for efficiency in its operations and moving towards full use of treasury technology to reduce paper transactions and staff time in the processing of transactions.
Smooth information flow on a detailed and summary basis and cross-functionality of reporting is a major objective. UNTS requires automated cash management services with daily detail and balance reporting for timely access to information and transactions. UNTS requires a high degree of automation within the various service areas such as ACH, reconciliation, and increasingly, EDI. Imaging of all checks and image retention and access is required. Imaging of deposit slips and deposit items is preferred. Preferably, all reports, statements, and account analyses will be available in electronic form.

The bank shall offer the following minimum automated daily reporting services:
- prior day summary and detail balance reporting on all accounts,
- intra-day detail reporting on accounts,
- initiation and monitoring of stop pays,
- initiation and reporting of positive pay and exception transactions,
- initiation and monitoring of wire transfers, and ACH (transmit vs. posting date), and
- initiation and monitoring of internal transfers and wires.

2. **Access by Individuals with Disabilities**

By submitting a proposal, the banking institution represents and warrants (the “EIR Accessibility Warranty”) that the electronic and information resources and all associated information, documentation, and support that it provides to UNTS complies with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206 of the Texas Administrative Code (as authorized by chapter 2054, Subchapter M of the Texas Government Code.) (collectively referred to as the “EIRs”). The bank represents and warrants that, if selected by UNTS, to the extent bank becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then bank represents and warrants that it will, at no cost to UNTS, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that bank fails or is unable to do so, then UNTS may terminate all Agreements with the bank and bank will refund to UNTS all amounts UNTS has paid under its Agreement within thirty (30) days after the termination date.

3. **EDI Processing Services**

UNTŞ recognizes the potential growth of and potential uses of EDI services during the contract period.

The UNT Health Science Center has unique needs in the collection of patient funds and insurer payments. The health-related institutions will require a higher level of EDI services to capture and match information as efficiently as possible primarily from insurers. Demonstrated compliance with HIPAA and FERPA would be required.

UNTŞ is always interested in learning about any programs available through the bank for converting paper transactions and streamlining the handling of UNTŞ’s various types of payables and receivables.
4. **Consolidated Account Structure with Sweep Mechanism**

**UNTS requires that all funds retained in the banking institution are continuously secure and earning at the best, then-current interest rates available. UNTS does not anticipate use of any non-interest bearing accounts. These excess operational funds have been used as compensating balances or retained in interest-bearing accounts.**

The bank is required to offer UNTS an automated, daily sweep to an AAA-rated, SEC registered money market fund in order to maximize interest earnings on operating funds and to reduce its collateral exposure. A government, enhanced government or possibly prime money market fund rated AAA by at least one nationally recognized rating service will be used for the sweep.

If the bank has a valid and acceptable alternative to an SEC money market fund, such as a specially designed internal bank account at an indexed rate, the bank should offer that alternative structure as an option but the money market mutual fund will be given preference by System to reduce collateral risk and reduce the UNTS’s need to monitor collateral.

**UNTS may be required or may desire to open additional accounts or change account types during the contract period. If this occurs then the new accounts and their services shall be charged at the same contracted fee(s) as stated in the Master Banking Services Agreement.**

5. **Collection and Deposit Services**

Standard commercial deposit services are required for all UNTS institutions. Deposits are collected and balanced at various locations within the UNTS institutions dependent on need. UNTS will make deposits to the banking institution’s branch, banking center, or vault by contracted courier or armored car service or other appropriate means defined by UNTS. The UNT Health Science Center utilizes one lockbox for collections. Banking institutions should assume an initial continuance of the current lockbox structures.

Because of the high cost and complexity involved in deposit operations, the bank shall submit a full description of its vault and banking center deposit services to provide UNTS a basis for valid comparisons between banking institutions. Because banks handle and price vault and deposit services quite differently, the bank should fully describe the options, costs, and handling between banking center, branch and vault deposits as well as clear definition of coin and currency deposits.

In general, institutions’ deposits will consist of checks, strapped or loose currency, and loose or rolled coin. UNTS is trying to initiate recycling of its own internal coinage to reduce deposit costs but a large amount of coinage is still deposited by most UNTS institutions. No institution in the System encodes checks. Encoding charges should be clearly designated if charged separately.

**UNTS requires same bank day credit on all coin and currency deposits, and on-us checks. All cleared deposits received by the bank’s established deadline and in accordance with the banking institution’s availability schedule must be processed in accordance with that availability schedule or an expedited schedule as offered by the bank. The bank shall guarantee immediate credit on all incoming wire transfers, US Treasury checks, and ACH transactions. Failure to credit UNTS accounts in a timely fashion will require interest payment reimbursement to UNTS at the then-current daily Fed Funds rate.**
6. **Remote Electronic Check Acceptance and Conversion**

UNT is currently using the Desktop Deposit service which allows checks to be deposited electronically. UNT is interested in expanding and/or establishing remote point-of-sale check acceptance and back-office conversion including deposit of both consumer and commercial checks at each institution. It is anticipated that UNTS will continue to expand this collection process to all locations during the contract period if cost effective.

7. **NSF Processing and RCK**

All checks are automatically re-deposited currently. Under the new Master Agreements, UNTS would like to explore the use of redeposit of NSF checks by ACH to improve collections. Banking institutions must be able to handle the transactions as ACH. Please provide complete information on banks standard NSF collection and RCK collection process.

8. **Retail and Wholesale Lockbox Services**

UNT Health Science Center currently utilizes retail and wholesale lockbox services. For UNT Health Science Center, the flow through the lockbox is steady throughout the year with some seasonal fluctuations. Academic institutions have substantially more activity at the beginning of semester cycles.

UNT Health Science Center is interested in electronic imaging and storage of checks and correspondence coming through the lockbox services. Please also discuss the ability to both provide electronic payment files for uploading to a patient billing software system and comply with patient-privacy laws, such as HIPAA and FERPA.
9. **Imaging**

UNTS requires imaging of all checks and deposit receipts at a minimum. UNTS prefers full utilization of imaging technology in collection and disbursement operations with possible interface to UNTSs current document imaging system.

10. **Disbursement Services**

Standard disbursing services for all accounts are required to include the payment of all UNTS and component institution checks without charge upon presentation. UNTS requires payee positive pay services for all its checks.

UNTS wants the availability of payment consolidation services (electronic lockbox). The clarity and availability of the information supporting the payments must provide the user institution with sufficient information for reconciliation from potential multiple payees.

Controlled disbursement accounts are utilized in some but not all institutions and expanded use of this function would be preferred, where feasible.

The efficacy of these controlled disbursement accounts will be considered by UNTS institutions individually and may be adopted by all or some of the institutions. The bank should assume that the existing controlled disbursement accounts will remain at least initially.

UNTS utilizes dual hand-written signatures on those checks above $500,000 for internal control purposes. They may continue to do so under this contract but the bank will not be used for, nor held liable for, special signature support or verification. No charges will be paid for special signature handling. UNTS utilizes Micro Ink and places the signatures on all checks through laser check printers.

11. **Pay Cards—Stored Value Cards**

Currently stored value pay cards are used by some institutions for student reimbursement purposes. UNTS does not require direct deposit but is moving in that direction and is open to hearing of alternative payment methods available to pay groups, such as student per diems and research participants.

12. **Positive Pay**

To safeguard against fraudulent checks, payee positive pay is required with complete indemnification for fraudulent checks.
Currently, check register information is transmitted to the banks over the web at all institutions. The bank's proposal must provide a fully automated and web compatible transmission process. Transmissions will be made as part of each check run. Manual check information should be able to be entered and transmitted online.

13. **Account Reconciliation**

UNTS requires availability of partial and full reconciliation services, combined with payee positive pay, on all accounts.

14. **Funds Transfer and Wire Services**

UNTS uses electronic transactions including ACH and wire as much as possible to reduce paper transactions and will continue to increase the percentage and volume of transactions that are handled in this manner.

Incoming wire transfers must receive immediate same day, collected credit. Two-step wire initiation must be available online. UNTS has ongoing needs for international wires and will require full information on these wires.

UNTS will require compensation for delays caused by bank errors at that day’s Fed Funds rate if the bank’s deadlines are not met.

15. **Collateral Requirements**

Currently all collateral for UNTS accounts will be required to be held at a third-party custodian, preferably the Federal Reserve bank. Compliance of collateral levels is regularly monitored by UNTS.

UNTS is interested in minimizing its collateral risk and improving its ability to monitor collateral System-wide. The bank should include in its proposal any ideas it has to simplify collateral monitoring System-wide while assuring the required collateral and its required margins.

Repurchase agreements, surety bonds and letters of credit are not acceptable collateral. Authorized collateral must be pledged against the total collected deposits of UNTS above the FDIC coverage, at a margin of 102% in marketable value.
16. **Account Analysis**

Monthly account analysis reports must be provided for each account and on a consolidated account basis for UNTS with settlement no more frequent than every three months.

A complete account analysis will be required monthly regardless of the payment basis.

17. **Monthly Statements**

The bank selected by UNTS must provide monthly account statements on each account with complete supporting documentation by the 2nd day of the month. All accounts are to be on a calendar month cycle. Timeliness of statements is critical.

16. **Account Executive and Support Teams**

UNTS considers the service provided individually by the bank to be a critical factor in the ongoing contract.

To ensure a smooth contract implementation and continuation of timely responses on all services, the bank will assign two (2) local account executives to coordinate services and expedite the solution of any problem encountered throughout the contract period.

In addition, one central account executive team must be assigned to coordinate and oversee the relationship. The bank’s account executives should be available to meet with UNTS staff on banking matters as needed and at a minimum semi-annually.

17. **Overdrafts**

UNTS will make every effort to eliminate intra-day and over-night overdrafts. However, should this situation arise, UNTS needs to know the bank’s policy regarding individual account and total relationship account overdraft policies.

18. **Stop Payments**

UNTS is trying to reduce stop pays and is exploring methods to reduce their occurrence. The bank will be required to provide an automated stop pay process.

19. **Payables processing**

UNTS is interested in the possibility of a payables service which pays vendors currently receiving paper checks by electronic card payments, which generate a rebate for the System. Firms responding to this portion of the RFP, which may be awarded separately from the rest of the document, should detail the following in their response:

- Approach to vendor enrollment / management
- Payment process
- Implementation timeline
- Data security policies and procedures
- Technical standards and requirements
- Rebate process and rates
- Additional forms of payment processing services may be awarded at the same time so please include all options that you believe would apply

Those interested in competing for this service may request a one-year vendor payment file by contacting Michael J. Abernethy, Procurement Services, as outlined in Section 2.2 of this RFP.
ATTACHMENT B

FINANCIAL INSTITUTION’S QUALIFICATIONS/REQUIREMENTS

To be considered by UNTS the proposal must include a response to each question in this Section. In cases where a question does not apply or if unable to respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain your reason when responding N/R.

To enable UNTS to equitably evaluate the banking institution’s ability to fulfill the banking service needs, a standard format for all proposals submitted is mandatory. A Submittal Checklist has been provided in the table of contents to assure submission of all required forms and materials.

The bank must respond to each question in all Attachments. Responses must also be in the same order as the questions presented, providing a full explanation of the service, stating acceptance of, modifications or additions to, or a statement of the inability to provide said service. Proposals not submitted in the prescribed format may be rejected for failure to comply with RFP instructions. Bank may include additional explanatory information as part of its proposal and on the Attachments.

Banking institutions will be required to have a major branch location in the geographic boundaries of the UNT System (Dallas, Denton and Fort Worth, Texas).

All qualified financial institutions are invited to submit a proposal. Holding companies and individual banks responding to this RFP must be in good standing with the Texas State Comptroller in accordance with Section 2252.903 of the Texas Government Code, must be insured through the Federal Deposit Insurance Corporation (FDIC), and must be able to demonstrate a capacity to meet UNTS’s requirements as stated in this RFP.

I. Fiscal Strength

In order to fulfill UNTS’s fiduciary responsibility to protect public funds, each banking institution submitting a proposal shall provide, in response to this item:

a. An audited annual financial statement for the most recent fiscal period. The financial statements may be submitted in electronic form or provided as a reference link on the internet. The bank will be required to submit an audited statement to UNTS each year of the contract period. The audited statement should be available within thirty (30) days of the end of the contract period. Confirm agreement to this condition.

b. Certification of the bank’s Community Reinvestment Act (CRA) rating by the rating agency.

c. A statement of any known merger or acquisition by the bank holding company that would affect the services.

2. Customer Service

Service to UNTS should be a primary focus of the proposal. Describe the bank’s philosophy and approach to satisfying UNTS’s banking and service requirements.
3. **References**

The banking institution shall list a minimum of five (5) references, including one from within the Dallas/Fort Worth metroplex and any Higher Education Institutions. For each reference, include the length of time under contract, a client contact, title, and telephone number. Respondent understands and agrees that UNTS may investigate these references and consider them as a basis to determine award of this RFP.

4. **Bank Creditworthiness**

The bank shall provide its most recent Highline (Thompson Financial), Veribanc, or comparable bank rating from an independent rating service. If such a rating is not available, then the bank shall provide the long-term and subordinate debt ratings.

*Note: Any bank selected by UNTS will be contractually liable for notifying UNTS within thirty (30) Days of any change in this rating or credit rating change during the entire contract period. Confirm agreement to this condition.*

5. **Implementation Timeline and Transition Plan**

The bank shall provide the proposed, detailed timeline for implementation of the contract including the activities required by both parties and assignment of responsibilities during implementation.

6. **Required Banking Services:**

7.1 **Automated Cash Management Information Access:**

a. Fully describe the bank’s online service capabilities. Are all services provided through one portal? List system capabilities (i.e. balance reporting, wires, positive pay, stop pay, etc.) differentiating by historical and real-time data and describe and define any differentiation on transaction and summary account types. How is the “detail” item charge formulated, i.e. on data available or data accessed?

b. Differentiate automation services, tools, or service levels available through the standard, main portal versus those only available with higher level or packaged services. Which requires purchase of additional reporting modules?

c. Describe the bank’s transmission capabilities for financial files. What is used to assure secure internet connectivity? (HTTPS, FTP/S, AS2, S/FTP, PGP, GNUPG, etc.) Is one transmission format used for the entire relationship?

d. Do the bank’s systems include a standard cash forecasting module or capability? If available, is there a separate charge for the module?

e. Do the bank’s systems provide for journal entry creation capability?
f. Detail the availability of prior day and intra-day detail and summary reporting. When is prior day information available? Is intra-day information real-time?
g. List the components of and level of information on both prior and intra-day reporting.
h. Define the history retention features available.
i. In what formats is information available for download or retrieval? Through which modules? List your standard reports and their availability.
k. Can information be segregated by user or sign-on? By location? When and how is this accomplished?
l. Can the bank’s system report or consolidate information from other banks outside the holding company? How? If so, at what levels of information is this available? If a correspondent bank is used for any purposes will this be completed?
m. How does the bank intend to keep online services competitive and current?

n. Describe back-up procedures available to the UNTS institutions for any interruption in the automated system delivery of information.
o. Describe provisions for off-site backup and continuation of services in a local or regional disaster situation. What disaster recovery services can the bank offer if the institutions or System cannot operate from its facilities temporarily?
p. Are online services charged on a bundled or separate module basis? Describe and list.

q. Describe the security protocols for online services. How is authentication and authorization provided? How is the administration of the security module established and maintained? Are random number secure cards used? Are PINs required to be changed?
r. What security procedures does the bank use to protect client information?
s. What are the hours of available technical support? Where is the technical support located?
t. What degree or type of information technology consulting will the bank provide as part of this contract?
u. Submit samples of major screens and reports available or provide a website and sign-on information for an online review of all the system functions, if available. If not available, submit screen prints.
v. Specify any System hardware and software requirements needed to enable access to online systems.
w. Does the bank solicit information from users of the systems regularly? How?
x. How many hours has the system been down in the last six months?
y. Is the system a proprietary system or provided by a third-party? If so, what company? How is support provided in a third-party arrangement?

z. Does the bank have any capabilities for sub-ledgers/accounts in the account structure to minimize account transfers?

7.2 Access by Individuals with Disabilities: Confirm the bank’s agreement to the terms of the EIR Accessibility Warranty.

7.3 EDI Processing Services: The System is interested in learning about any programs available through the bank from converting paper transactions and streamlining the handling of System’s various types of payables and receivables. The UNT Health Science Center has unique needs in the collection of patient funds and insurer payments. The health-related institution would require a higher level of EDI services to capture and match information as efficiently as possible
primarily from insurers.

a. Describe the bank’s current EDI capabilities and plans.

b. How would the bank envision use of EDI for processing and reporting capabilities under the Master Banking Services Agreement?

c. Describe the bank’s capabilities to serve the UNT health-related institution unique processing needs in patient and provider billing and receipts.

d. Does the bank’s automated reporting or EDI services include any capabilities specifically addressing the needs of the UNT health-related institution? Does the bank have the capability to match payments to outstanding claims in UNT health-related institution creating an “image lockbox” to process claims and post payments? Describe fully. How is validation carried out? Are stored imaged accessible for research?

e. Provide references from any health-related institutions currently using the bank’s EDI capabilities.

f. Does the bank have the capability to integrate incoming receivables data from multiple payment networks (ACH, wires, etc.) into one format or method for application to internal reporting systems? Is this presented in a summary and detail (drill down) format? Can the System specify data formats? Can data be formatted to upload to internal A/R systems? Describe fully.

g. Which payment format is the bank capable of receiving?

h. Does the bank have the capability to receive and consolidate payables or receivable information (e-payables or e-receivables) from the UNT institution and process it in the most cost efficient basis? Does the bank have the capability to process checks for the institutions? What content verifications are used?

i. Does the bank have any solutions to the health-related institutions Evidence of Benefits (EOB) conversion problems?

j. Does the bank have the capability to process “bill pay” (consumer-to-business) payments and apply them directly to System accounts? Does it have the capability to process e-payables through credit card transactions?

k. Indicate which format translations the bank provides for the delivery of payment and remittance detail?

l. Can the bank combine paper and electronic payments into a single format or single data transmission? Describe options and restrictions.

m. How are transactions reported? Indicate whether EDI transactions are reported intra-day or prior day and if restrictions or limitations exist.

n. What reports and information are available online and how long is this maintained online?

o. Describe the bank’s ability to receive and send international payments with remittance information.

p. Provide the bank’s average current monthly EDI activity by type. What future developments are anticipated?

7.4 Consolidated Account Structure with Sweep Mechanism:

a. Fully describe the proposed sweep mechanism giving options but focusing on the bank’s most cost effective structure to institute the sweep. Detail whether the sweep will be from a master account with a supporting ZBA structure or be swept directly from individual accounts.

b. If an SEC registered money market fund is utilized, include the full name and identifying CUSIP of the fund along with a copy of the prospectus. Minimum investment daily amounts and cut-offs should be provided as well as any other
pertinent requirements of the fund. (Attachment A, detailing historical rates, should clearly identify which fund is being referenced and include the net yields over the designated period.) On Attachment A, if in identifying any different banks that may serve System institutions have differed in rates historically, define clearly whether rate differentials will continue and if so how so.
c. If the bank is proposing an alternative to a money market fund sweep such as an internal bank account, the bank shall detail and describe fully including how rates will be computed. If the rates are to be indexed, the bank shall clearly define and describe the basis and calculation of the rate.

d. Are any daily or periodic transactions (via internet, phone or fax) or internal transfers required to be instituted by the UNT institution for these sweeps under any condition? If so, describe fully.

e. State specifically how and when the interest from sweeps is to be credited to the accounts designating interest to master or to individual accounts. Month-end or first day credit?

f. Is the sweep made at the end of the business day or are funds held overnight at the bank before the sweep takes place? If the sweep is not made as the last transaction of the business day, how are funds collateralized overnight? If not swept as the last transaction of the business day, at what rate do these overnight funds accrue interest before the sweep and how is that interest accrued and reported? What collateral implications does this have?

g. How is sweep activity (daily debits and credits) reported on System reports? Will daily activity reporting show the daily total sweep amounts debiting and crediting the accounts or not? Describe and illustrate fully.

h. State if, how, and when FDIC Assessments will be assessed and collected.

i. Provide any proposed computation basis for interest bearing and money market accounts if rates are based on a set index (such as the 3-month Treasury Bill or Fed Funds).

j. Interest earned on interest bearing accounts shall not be charged as an expense on the account analysis. Confirm agreement to this provision.

k. A history of net rates for any and all alternative funds (or account structures) proposed is required.

7.5 Collection and Deposit Services:

a. What is the bank’s daily cut-off time to assure same day ledger and, pending availability, collected credit at banking center, branch, vault, remote, and night deposit locations? Are deadlines modified for check only deposits? Specify the times for each location which will serve the UNTS institutions.

b. Does the bank require or give preferential pricing for strapping and/or rolling? What are the requirements for separating cash and checks if any? Is rolling of coin required?

c. Is there any limit to the number of deposits in one bag? Are these handled on separate advices? Do the advices reference location?

d. Define the bank’s own categories for check and cash deposits (standard, Fed standard, non-standard, etc.)

e. When and how are credit/debit advices sent to the System from the deposit location? Are these advices available online? Preference will be given to electronic delivery. Are originals or images of originals included with each advice?

f. Can the bank capture activity by account and location on the deposit advices? Is location reporting available when linked to other services?

g. What level of reporting is given on received items? (check numbers, dollar amounts, value dates, transaction codes, etc.)

h. Is online cash vault reporting available? Describe. Is vault supply ordering available online?

i. Are deposited checks imaged and reported online? Are return items accessible by location?

j. Are returned items imaged and available online? How are they processed?

k. Does the bank identify and adjust all discrepancies? If so, at what levels? What method is used for delivery of adjustment notices?

l. How and when does notification occur on return items? List the elements reported (date, status of return, reference number, account numbers and routing number, amount, etc.) Does the bank have a separate returns reporting module or report?
m. What type deposit bags are used or required? Are these available through the bank at cost?

n. Are dual verification security measures used on receipt of all deposits and at each type deposit location? (Banking center, branch, teller and vault processing.)

o. State any differences in the bank’s “Availability Policy” from its published Availability Schedule. Are any deposits or credits delayed for any reason? Attach your current availability schedule.

p. Fully describe any expedited availability offered.

q. When and how is provisional credit given? If provisional credit is given on deposit, when does verification occur?

r. How much advance notice is required on coin and currency orders? Is there any minimum purchase requirement? What is the turn-around time on orders?

s. How are coin and currency orders priced and shipped?

t. Describe the bank’s standard return and re-clear processing. List any non-standard requirements. Do return records identify the depositing location and transaction?

u. Include a list of all the bank’s deposit locations and deposit alternatives by each U. T. location.

v. Cost out the following described deposit as if (i) made at the vault, (ii) at the banking center, and (iii) as a night deposit.

w. Please provide any descriptions of alternative check clearing options available.

7.6. Remote Electronic Check Acceptance and Conversion:

a. Describe the bank's processing capabilities in capturing checks at point-of-sale and in a back office conversion process. Can the service convert checks to ACH or IRD in back office conversion (BOC) or ARC debits? Are images quality checked at input to reduce posting errors? Are images available online? When?

b. Does the bank provide remote deposit processing currently? Give three references for comparable entities.

c. Describe the process for remote processing of checks. Estimate staff time for this process? What disclosing signage is required?

d. Can batches be calculated and deposited at multiple times during the business day? What is the final cut-off time for batch deposit? Are there any limitations on batch size (minimum or maximum)? Any limit to number of transmissions per batch or day?

e. Describe any check guarantee plan available.

f. How is notification of a reject made and to whom?

g. Are there any dollar limits on checks accepted? (below the $2,500 maximum.)

h. If a check is accepted and subsequently returned how will collection be made?

i. What options does the System have in obtaining scanners for use with the process? Is this equipment available through the contract? List the equipment required along with its approximate cost(s). Describe any lease or sale options through the bank.

j. List any other equipment needed to complete the remote collection process at each location.

k. Describe and provide a sample of the batch reports provided.

7.7. NSF Procession and RCK: Complete information on both the standard NSF collection and RCK collection is required.

a. Describe the bank’s standard redepot services for NSF check handling and representment process. How many times are checks automatically re-deposited without RCK? Physical and electronic imaged checks? Are all paper documents destroyed? When?

b. Is the bank capable of processing the second presentment as an ACH debit on a targeted date schedule (RCK)? What is the handling on items found to be ineligible for RCK processing? What items are unacceptable?
c. Is the bank currently providing the RCK process? How long has it offered this service?
d. Give an example of the RCK advice and detail what information is given.
e. How is information on returned checks processed by RCK reconciled to the original check deposit? What bank report or identifier ties the two transactions?
f. Can NSF returns be sent to another address or account from the original transaction? What options are available, if any?
g. Is the standard NSF information and occurrence available online? Is the RCK processing? Describe.

7.8. Retail and Wholesale Lockbox Services: The bank should answer each of the following questions for each lockbox facility managed by the bank to be used by a UNT Health Science Center and should reference and differentiate wholesale or retail lockbox services available. Designate which lockbox location is to be used for the UNT Health Science Center.

a. Where is the lockbox facility (wholesale and retail) located for each of the institutions currently utilizing this service? What/which post office options are available for use? Who performs the fine sort, the bank or the post office?
b. What address (city location) would, or could, be used for remittance on each?
c. Describe the flow and processing at the facilities.
d. Describe the different methods by which deposit and balance information is made available.
e. Can the bank integrate corporate trade payment (e.g. CTP, STX, CCD with addenda formats) information in the transmission of remittance detail? If yes, how is this accomplished? If not, what alternatives do you offer?
f. By lockbox facility, detail whether the mail is picked up or delivered directly to the facility? How many times daily? How many hours of operation each day?
g. Describe the major components of the overall process focusing on funds availability and quality control. How many deposits are made daily? Is there an additional charge for multiple deposits?
h. Is image processing currently included? Are there additional imaging costs for each item (check and remittance document)? Is there a separate fee assigned for the transmission of images?
i. How are the fees set for lockboxes? Describe each fee type.
j. Will System mail be processed on all shifts including weekends?
k. Can the bank combine multiple deposits to a single ledger credit for statement purposes? Can you provide the multiple deposit information?
l. What are the bank's ledger cut-off times?
m. What are the peak periods and what provisions are made to handle the volume?
n. What is the breakdown designation on wholesale and retail lockboxes, by volume or type?
o. Does the bank process wholesale and retail lockbox on the same equipment? If so, how are payments prioritized?
p. Is there a formal procedure for responding to and correcting errors and problems? If yes, please describe including average response time.
q. Provide the names, contact names and telephone numbers of at least two comparable lockbox clients for each lockbox facility. In the case of system failure, what are the back-up arrangements for processing? What delays would be expected in such a situation?
r. Describe any future plans for enhancements to the service and the dates these should be available.
s. Describe how availability will be computed.
t. Who retains liability for the deposit?
u. Describe the data transmission protocol process (BAI, 823, 820, or other) and provide sample reports to be received, if any. Is their full MICR capture?
v. What is the earliest transmission time that information is available on the daily deposit(s)? Intra-day? Is this information available online?

w. Describe the bank’s deposits. When are deposits made?

x. On any given day, at what time can the bank report the total amount to be credited to the designated account? Does this include same-day; one-day and two-day float information?

y. How long before the notification deadline do you stop accepting/processing incoming mail?

z. Discuss any planned enhancements to the lockbox systems.

7.9. Imaging: UNTS requires imaging of all checks and deposit receipts at a minimum. UNTS prefers full utilization of imaging technology in collection, disbursement and lockbox operations. Please describe the bank’s current imaging process and capabilities as well as planned capabilities.

a. Does the bank image all deposited and paid checks?

b. How long does the System have access to archived items? How are archived items retrieved? Is there a delay in accessing archived items?

c. Does the bank image deposit slips and deposit items? Including white paper?

d. How are images made available and when? Is cross referencing possible?

e. Describe the bank’s online retrieval capabilities on various imaged documents. How long are the different type items retained and retrievable online?

f. Does the bank have the capacity to archive other non-bank documents? Describe fully and note any limitations.

g. Describe any System software or hardware requirements if the bank’s systems are not web based.

7.10. Disbursement Services:

a. When is daily check clearing information available online through intra-day reporting?

b. The System requires that the bank shall cash free of charge all on-us checks for System employees and students regardless of the individual’s account status with the bank. Confirm agreement with this condition.

c. Describe any payment consolidation services. Define and illustrate the payee information received for single and multiple payments. Describe the processing and clearing schedules and provide the expected float savings. Provide examples of the reports or online information provided. Are all reports or data imaged? Give examples.

d. What data transfer options are available for payment consolidation systems?

e. Describe the handling of exception or non-standard items through the payment consolidation process. Describe the error tolerance limitations and subsequent handling requirements.

f. Is positive pay in place on the controlled disbursement accounts?

g. Describe fully the alternatives available for controlled disbursement accounts at the institutions currently using controlled disbursement. Which bank is designated for controlled disbursements at each? How many Fed letters does each receive daily and when?

h. When is controlled disbursement clearing information available? Is this information available online?

i. Describe the controlled disbursement funding process? Is this done through a ZBA? Are transfers charged?

j. Are the controlled disbursement points designated a high dollar group sort (HDGS) endpoint? What percentage of items is collected on first presentment? On second presentment? Do the locations also clear from local clearinghouses?
k. What is the average daily amount and number of items processed at the
controlled disbursement locations?
l. As a matter of policy, do the endpoints contract with other banks to accept
direct presents?
m. Do the endpoints allow cashing of over-the-counter checks?
n. Can third party ACH debits be charged to the controlled disbursement endpoint? Can they be blocked?
o. Does the bank offer any authentication service for UNTS checks cashed at other banks?

7.11. Pay Cards-Stored Value Cards: Banking institutions should provide full description of services.

- embossing, encoding and distributing cards as directed by System,
- provision of electronic statements to cardholders via online web access,
- administration of accounts: maintenance of accounts, application of funds, authorization of transactions, related tracking, and
- customer service functions

a. Does the bank currently provide a pay card or comparable service? How long has this process been available?
b. How many customers use the bank’s service? Provide two comparable references for the service.
c. Which program (authorization mark) does the bank’s program use? (Visa, MasterCard)
d. Describe the enrollment process. Is enrollment online and does it provide for batched and individual item processing? Are there limitations on the batches?
e. What are the costs to the institution associated with inactivity (dormancy) or liquidation of stored value amounts to the System? To the end-user?
f. What are the inactivity (dormancy) levels for the program? What triggers inactivity status?
g. Can the term of the program be matched to the depository contract?
h. Describe the bank’s customer servicing. Are multi-lingual customer service staff available?
i. Will the bank handle the escheatment process for terminated employees?
j. Describe data transmission requirements and deadlines?
k. Define all services charged to the card holder.

7.12. Positive Pay:

a. Describe the bank’s positive pay process.
b. What elements are validated on the bank’s positive pay processing? Does it include payee validation?
c. Describe data transmission requirements for check registers.
d. Is positive pay input for manual checks available online? Describe fully.
e. Is exception reporting and handling managed totally online? Describe.
f. Does the bank review exceptions such as encoding errors for possible repair before creating a System exception item?
g. How and when (at what time) is positive pay exception information reported to the System? Is email notification (alerts) available?
h. What is the response deadline (at what time) for System exception elections?
i. How can check records be changed or deleted by the System, if necessary? Can changes be made by ranges?
j. Does the bank require any paper transactions on positive pay notification or exception decisions?
k. Are all checks, including those received OTC by the tellers, verified against the positive pay
file before processing? How often is teller information updated? If not verified, what are the process, liability, and security on over-the-counter transactions?

1. What options are available on default disposition for exceptions? Does the bank have an option allowing a ‘hold for research’ category?

m. Define how the bank breaks down charges for positive pay items and exceptions.

n. Can the bank provide fraud control paper check stock?

7.13. Account Reconciliation:

a. Describe the bank’s partial reconciliation services.

b. Describe the bank’s full reconciliation services.

c. Describe the bank’s ARP maintenance system especially for use with manual entries.

d. What level of automation is practical and available on both levels of reconciliation?

e. How much flexibility is there for bank systems to interface with existing in-house systems? What support will the bank provide on transition?

f. Specify reporting alternatives and provide samples. What categories do the ARP statements include? Are they optional or client defined reports available? Do reports specify multiple locations? What sorting and subtotaling is available?

g. When are reports available from partial and/or full reconciliation? How are they provided—online or paper?

h. Describe the product features including file layout requirements, imaging capabilities, and system requirements.

7.14. Funds Transfer and Wire Services:

a. Describe the bank’s wire initiation and monitoring process.

b. List the methods of wire initiation and monitoring available. Provide a screen sample for initiation and monitoring. Is information real-time? How is cancellation of a wire or transfer made?

c. Describe the bank’s repair parameters. Under what conditions would the bank not repair?

d. Does the bank’s system provide for batch processing of wires and transfers? If so what is the maximum?

e. What back-up is available to the online process?

f. Does the bank have CHIPS access for normal processing of international wires? Are international wires (incoming or outgoing) handled differently by the bank’s systems? If so, what are the differences? Specify all deadlines for international wires and transfers?

g. Is a paper follow-up transaction required in addition to any online wire or transfer transaction?

h. How will the bank notify the System of incoming wires? When are wires posted online? What is the standard delay?

i. Discuss the security provisions for wire transactions and transfer transactions. What entity controls the security administration? What secondary or tertiary authorization features are available online? Is dual authorization required? Does the bank provide a matched/expected reconciliation service matching funds to file references?

j. Is future dating of wires available? How far in advance? Is future dating available for both repetitive and non-repetitive wires and transfers? When are future dated wires executed on the execution day?

k. Is it possible to cancel a previously warehoused wire? How?

l. Is the Fed reference number included on each wire? The complete trailer? Where it is reported?

m. Does the bank have wire template storage? Under what conditions or limitations?

n. State the bank’s policy on the use of ledger balances for outgoing wires in anticipation
of known daily activity or incoming wires.

o. Will the bank allow the System to overdraft accounts intra-day pending the receipt on incoming wire transfers? If so, what are the restrictions? Are any intra-day overdraft fees assessed?

7.15. ACH Services:

a. Is online ACH service fully available online for individual transactions as well as batch transmission? What are the cut-off times?
b. What are the processing parameters for international ACH transactions? Describe any differences in these transactions from domestic ACH.
c. Can the bank offer any service which allows ACH debits to System accounts without release of the actual account numbers being debited for protection of the System?
d. State book transfer requirements and limitations.
e. Does the bank offer weekend processing for Monday effective date?
f. What is the policy on and handling of ACH returned items?
g. Can ACH items be future dated? International transactions?
h. Can modifications be made on transactions submitted and warehoused for transmission?
i. What specific ACH filters and blocks are available? Define and describe all the bank’s fraud filter options. How are authorizations changed or customized?
j. What options are available for reversals and deletions?
k. Are ACH addenda shown in their entirety online and on reports and statements? Any size limits?
l. State the availability policy for debit and credit ACH transactions if it differs from standard NACHA availability.
m. Does the bank routinely pre-note? Is the pre-note charged as a standard ACH transaction?
n. Provide any specific ACH reports.
o. How does the bank advise customers of changes in NACHA rule changes?

7.16. Collateral Requirements: Requirements beyond the Public Funds Collateral Act, as stated below, must be agreed to and met by the bank on an on-going basis. The proposal must state agreement with State and Institution required collateralization requirements and any factors that may impact the bank’s ability to comply with this requirement.

The proposal must state agreement to the following terms and conditions.

- All collateral pledged to the System must be held in a Federal Reserve Bank.
- The Master Depository Agreement shall be executed between the System and the depository in compliance with FIRREA (Financial Institutions Resource and Recovery Enforcement Act) and shall require a specific bank resolution. An executed copy of the Federal Reserve’s Circular 7 will be an addendum to the Master Depository Agreement.
- All collected deposits will be collateralized with a minimum of a 102% margin of principal plus accrued interest at all times net of FDIC insurance coverage.
- The bank will be contractually liable for the continuous monitoring and maintaining of collateral at the System’s required margin level. The System will monitor for its own review and assurance purposes only.
- Pledged collateral will be evidenced by original safekeeping receipts/reports sent directly to System by the Federal Reserve in accordance with Circular 7.
- The System shall receive a monthly report of collateral pledged including description (CUSIP), par, and market value on each security from the Federal Reserve.
- Substitution rights will be granted if the bank obtains the System’s prior written approval, if
margins are maintained, and if substituting securities are received before previously pledged securities are removed from safekeeping.

- Authorized collateral includes only:
  - Obligations of the United States or its agencies and instrumentalities including mortgage backed securities passing the bank test.

a. State the bank’s full acceptance of each of the collateral conditions above in this Section.
b. Describe the System’s ability to monitor collateral online including market value through the bank.
c. What institution will act as custodian?
d. Does the bank have any provision for the pooling of collateral pledged and/or consolidated reporting at a System-wide level? Describe fully.
e. Discuss any ideas the bank has to simplify collateral monitoring System-wide by the Office of Finance while assuring the required collateral and its required margins. Can the bank propose any mechanism whereby the overall collateral position of the System’s institutions can be monitored by the Office of Finance automatically and on a daily basis to include a mechanism for verification on collected balances to assure adequate margins?
f. Does the bank propose any collateral charges, if so how is the charge applied?

7.17. Account Analysis:

a. Provide a sample account analysis including calculation basis.
b. Can the bank provide a System-wide account analysis to the Office of Finance consolidating all institutions? If so, describe.
c. Is the analysis available online for each institution? When?
d. How long are analyses maintained online?

7.18. Monthly Statements:

a. Describe the bank’s monthly statements and provide a sample.
b. Are the statements available online? When? Are paper statements also provided free of charge? What constitutes an “additional statement rendered”?
c. When are paper (or down-loadable) reports available monthly?
d. How long are statements maintained and accessible online? Are they archived?

7.19. Account Executive and Support Teams:

a. Describe the structure for support to be provided by the bank to the System as well as to the individual UNTS institutions on an on-going basis. Explain how this support level will address problems and promote ongoing communications.
b. Will experts in various service components be available to UNTS institutions for service review and new service review?
c. Provide the name and title for all the bank’s proposed account executives.
d. Provide the name and title of all the proposed holding company team representatives.
e. How are technical system problems, questions, or changes to be assigned and handled?
f. How are daily operational difficulties, questions and changes to be handled and assigned?
g. What kind of support is available after business hours and on weekends?

7.20. Overdrafts:

a. Are all accounts aggregated for overdraft calculation purposes? Are there any limitations on or exceptions to the aggregation?
b. What process occurs on intra-day and overnight overdrafts?

c. State the rate basis for intra-day and overnight overdrafts as well as the fee charged per occurrence.

d. Are there any limitations on the amount of overdraft or length of the overdraft? If so, please describe.

7.21. Stop Payments:

a. How long do standard stop pays remain in effect?

b. What options are available for extended stop pay periods?

c. What is the deadline for same day action on stop pays?

d. Can stop pay orders be initiated or extended online?

e. Is a paper follow-up document required at any time?

f. Will the teller and clearing systems verify the check status before accepting a stop pay? How far back will the research extend on stop pays?

g. Provide the stop pay authorization levels and notification requirements.

h. What information on current and expiring stop pays is available online?

i. Does the bank have any new ideas on streamlining processing of or reducing stop pays?

Attachment C
Schedule of Fees

<table>
<thead>
<tr>
<th>Services</th>
<th>Unit Basis</th>
<th>Fee</th>
<th>Notes (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Account Maintenance w/check return</td>
<td></td>
<td>Per account</td>
<td></td>
</tr>
<tr>
<td>Service Description</td>
<td>Fee Type</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------------------</td>
<td>----------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Account Maintenance w/check storage</td>
<td>Per account</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debits Posted – Other (checks posted)</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credits Posted – Other</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check Photocopy</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic Incoming Collections</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic Documentary Collections</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Return Item Maintenance</td>
<td>Per account</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Return Item Detail Report</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Returned Item</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Returned Item – Foreign item</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deposit Checks On-Us</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deposit Checks Local City</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deposit Checks Local Clearing</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deposit Checks Transit</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deposit Checks Affiliates</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deposit Checks Regional</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foreign Item Deposits</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foreign Item Return</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DDA Checks Paid</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DDA PC Stop Payment</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MICR Reject Repair</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ACH</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH Transmission</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH Transit One Day</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH Transit Two Day</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH On-Us One Day</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH On-Us Two Day</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH On-Us Same day</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Internet ACH Same Day Item</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Description</td>
<td>Fee Structure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------------------</td>
<td>---------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Internet ACH One Day Item</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Internet ACH Two Day Item</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH Deletions</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH Reversals</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electronic Credits Posted</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electronic Debits Posted</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Wires and Transfers</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Incoming wire – domestic</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Incoming wire – international</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outgoing wire- repetitive domestic</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outgoing wire- non repetitive domestic</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outgoing wire- non repetitive international</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outgoing wire – international USD</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outgoing wire – international FX</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wire out Domestic Drawdown Internet</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Fraud Filter</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH Fraud Filter Review Base</td>
<td>Per account</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACH Fraud Filter Review Item</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Event Messaging</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Reconciliation Services</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ARP Maintenance – Full</td>
<td>Per account</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ARP Checks Paid – Full</td>
<td>Per account</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ARP Full Recon/Item – Transmission</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ARP Serial Sort</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ARP Optional Reports</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ARP Register Input</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Imaging</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Image CD Rom per CD</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Image CD per item standard</td>
<td>Per account</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Positive Pay</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Image Positive Pay</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payee/Validation Per Items-Standard</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Positive Pay Exception Checks Returned</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Positive Pay Exceptions</td>
<td>Per item</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Armored Car Services</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Optional Services</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alternative Check Clearing Options</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Merchant Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pay Card Services</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Attachment D

**FY 17 Annual Volumes**

<table>
<thead>
<tr>
<th>AFP Code</th>
<th>Description</th>
<th>Consolidated Annual Volumes FY 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td><strong>MAINTENANCE</strong></td>
</tr>
<tr>
<td>01 0000</td>
<td>ACCOUNT MAINTENANCE</td>
<td>312</td>
</tr>
<tr>
<td>01 0010</td>
<td>ACCT MAINTENANCE CHEXSTOR-PLUS</td>
<td>36</td>
</tr>
<tr>
<td></td>
<td><strong>MAINTENANCE sub total</strong></td>
<td><strong>348</strong></td>
</tr>
<tr>
<td></td>
<td><strong>AUTOMATED CLEARING HOUSE</strong></td>
<td></td>
</tr>
<tr>
<td>25 1053</td>
<td>ACH CEO FRAUD FILTER REVIEW - ITEM</td>
<td>67</td>
</tr>
<tr>
<td>25 1050</td>
<td>ACH CEO FRAUD FILTER REVIEW MO BASE</td>
<td>294</td>
</tr>
<tr>
<td>25 0400</td>
<td>ACH CEO RETURN SUBSCRIPTION - ITEM</td>
<td>977</td>
</tr>
<tr>
<td>25 0400</td>
<td>ACH CEO RETURN SUBSCRIPTION-ACCOUNT</td>
<td>570</td>
</tr>
<tr>
<td>25 0620</td>
<td>ACH DELETE - ITEM</td>
<td>347</td>
</tr>
<tr>
<td>25 0710</td>
<td>ACH FAX SERVICE</td>
<td>1,123</td>
</tr>
<tr>
<td>25 0000</td>
<td>ACH MONTHLY BASE</td>
<td>236</td>
</tr>
<tr>
<td>25 0302</td>
<td>ACH NOC - INFO REPORTING ADVICE</td>
<td>404</td>
</tr>
<tr>
<td>25 0302</td>
<td>ACH NOC - TRANSMISSION ADVICE</td>
<td>115</td>
</tr>
<tr>
<td>25 0102</td>
<td>ACH ONE DAY ITEM</td>
<td>16,829</td>
</tr>
<tr>
<td>25 0120</td>
<td>ACH ORIGINATED - ADDENDA REC</td>
<td>5,266</td>
</tr>
<tr>
<td>25 0202</td>
<td>ACH RECEIVED ITEM</td>
<td>128,322</td>
</tr>
<tr>
<td>25 0302</td>
<td>ACH RETURN ADMIN ELECTRONIC</td>
<td>416</td>
</tr>
<tr>
<td>25 0302</td>
<td>ACH RETURN ITEM-ELECTRONIC</td>
<td>228</td>
</tr>
<tr>
<td>25 0102</td>
<td>ACH SAME DAY</td>
<td>4,818</td>
</tr>
<tr>
<td>25 0501</td>
<td>ACH TRANSMISSION CHARGE</td>
<td>2,168</td>
</tr>
<tr>
<td>25 0102</td>
<td>ACH TWO DAY ITEM</td>
<td>26,868</td>
</tr>
<tr>
<td>25 1051</td>
<td>ACH ADA AUTHORIZED ID</td>
<td>528</td>
</tr>
<tr>
<td>25 1070</td>
<td>ACH WELLS FARGO NOC - TRANS ADVICE</td>
<td>862</td>
</tr>
<tr>
<td>25 1070</td>
<td>ACH WELLS FARGO NOC-INFO REPT ADVIC</td>
<td>1,007</td>
</tr>
<tr>
<td></td>
<td><strong>AUTOMATED CLEARING HOUSE sub total</strong></td>
<td><strong>191,445</strong></td>
</tr>
<tr>
<td></td>
<td><strong>RECONCILIATION</strong></td>
<td></td>
</tr>
<tr>
<td>20 9999</td>
<td>ARP AGED ISSUE RECORDS ON FILE-ITEM</td>
<td>131,310</td>
</tr>
<tr>
<td>20 0201</td>
<td>ARP FULL RECON-ITEM</td>
<td>21,020</td>
</tr>
<tr>
<td>20 0010</td>
<td>ARP MONTHLY BASE - FULL</td>
<td>120</td>
</tr>
<tr>
<td>40 0272</td>
<td>ARP STMTS &amp; RPTS (CSV/EXCEL) / ITEM</td>
<td>202,053</td>
</tr>
<tr>
<td>40 0052</td>
<td>ARP STMTS &amp; RPTS (CSV/EXCEL) BASE</td>
<td>108</td>
</tr>
<tr>
<td></td>
<td><strong>RECONCILIATION sub total</strong></td>
<td><strong>354,611</strong></td>
</tr>
<tr>
<td></td>
<td><strong>DEPOSITORY SERVICES</strong></td>
<td></td>
</tr>
<tr>
<td>10 0000</td>
<td>BRANCH/STORE/NIGHT DROP DEPOSIT</td>
<td>114</td>
</tr>
<tr>
<td>10 0015</td>
<td>CASH DEP/$1 VERIFY IN CASH VAULT T2</td>
<td>77,002</td>
</tr>
<tr>
<td>10 0000</td>
<td>CASH DEPOSITED IN BRANCH/STORE</td>
<td>143</td>
</tr>
<tr>
<td>10 0048</td>
<td>CASH ORDERED IN BRANCH/STORE</td>
<td>10,400</td>
</tr>
<tr>
<td>10 0199</td>
<td>CASH VAULT CURRENCY/COIN DEPOSITED</td>
<td>679,828</td>
</tr>
<tr>
<td>10 0100</td>
<td>CASH VAULT MONTHLY BASE</td>
<td>1,755</td>
</tr>
<tr>
<td>Date</td>
<td>Description</td>
<td>Amount</td>
</tr>
<tr>
<td>----------</td>
<td>-----------------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>10 0114</td>
<td>VAULT DEP NON STD STRAP - NOTE</td>
<td>12,339</td>
</tr>
<tr>
<td>10 0148</td>
<td>VAULT ORDER CURR NON STD STRAP</td>
<td>5,163</td>
</tr>
</tbody>
</table>

**DEPOSITORY SERVICES sub total**  
786,744

**REPORTS**

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 0305</td>
<td>CEO ARP STMT &amp; RPTS MONTHLY BASE</td>
<td>100</td>
</tr>
<tr>
<td>30 0524</td>
<td>CEO EDI PMT DETAIL - ADDENDA ITEM</td>
<td>10,072</td>
</tr>
<tr>
<td>30 0524</td>
<td>CEO EDI PMT DETAIL - ITEM</td>
<td>1,980</td>
</tr>
<tr>
<td>30 0524</td>
<td>CEO EDI PMT DETAIL SUBSC MO BASE</td>
<td>110</td>
</tr>
<tr>
<td>40 022Z</td>
<td>CEO EVENT MESSAGING SERVICE - EMAIL</td>
<td>4,419</td>
</tr>
<tr>
<td>15 1352</td>
<td>CEO IMAGE VIEW &lt; 90 DAYS - ITEM</td>
<td>24,201</td>
</tr>
<tr>
<td>15 1352</td>
<td>CEO IMAGE VIEW &gt; 90 DAYS - ITEM</td>
<td>4,863</td>
</tr>
<tr>
<td>40 0003</td>
<td>CEO INTRADAY SUBSCRIPTION MTHLY BASE</td>
<td>288</td>
</tr>
<tr>
<td>40 0000</td>
<td>CEO PREV DAY SUBSCRIPTION MTHLYBASE</td>
<td>240</td>
</tr>
<tr>
<td>40 0001</td>
<td>CEO PREVIOUS DAY ITEM LOADED</td>
<td>126,584</td>
</tr>
<tr>
<td>20 0200</td>
<td>CEO REGISTER INPUT - ITEM</td>
<td>275</td>
</tr>
<tr>
<td>10 0410</td>
<td>CEO RETN ITEM SUBSCRIPTION OPT DETL</td>
<td>163</td>
</tr>
<tr>
<td>10 0410</td>
<td>CEO RETN ITEM SUBSCRIPTION PER ACCT</td>
<td>80</td>
</tr>
<tr>
<td>10 0414</td>
<td>CEO RETURN ITEM RETRIEVAL-IMAGE</td>
<td>101</td>
</tr>
<tr>
<td>10 0414</td>
<td>CEO RETURN ITEM SERVICE MTHLY BASE</td>
<td>100</td>
</tr>
<tr>
<td>15 0400</td>
<td>CEO SEARCH</td>
<td>3,491</td>
</tr>
</tbody>
</table>

**REPORTS sub total**  
177,067

**DESKTOP DEPOSIT**

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 0610</td>
<td>DEPOSIT LOCATION REPORTING - ITEM</td>
<td>26,544</td>
</tr>
<tr>
<td>01 0101</td>
<td>DESKTOP DEPOSIT CREDIT POSTED</td>
<td>31,199</td>
</tr>
<tr>
<td>15 1352</td>
<td>DESKTOP DEPOSIT IMAGES RETRIEVED</td>
<td>12,012</td>
</tr>
<tr>
<td>40 0003</td>
<td>DESKTOP DEPOSIT MONTHLY BASE</td>
<td>84</td>
</tr>
<tr>
<td>40 0231</td>
<td>DESKTOP DEPOSIT REPORT PER ITEM</td>
<td>70,716</td>
</tr>
<tr>
<td>10 0224</td>
<td>DESKTOP DEPOSIT- DEP ITEM</td>
<td>52,588</td>
</tr>
<tr>
<td>10 0220</td>
<td>DESKTOP DEPOSIT On US</td>
<td>9,612</td>
</tr>
<tr>
<td>25 0201</td>
<td>ELECTRONIC CREDITS POSTED</td>
<td>123,618</td>
</tr>
<tr>
<td>40 0800</td>
<td>ELECTRONIC WINDOW EXTENDED STOR 120</td>
<td>344,932</td>
</tr>
</tbody>
</table>

**DESKTOP DEPOSIT**  
671,305

**POSITIVE PAY**

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 0122</td>
<td>PAYEE VALIDATION STANDARD-ITEM</td>
<td>30,007</td>
</tr>
<tr>
<td>15 0310</td>
<td>POS PAY CHECKS WITH NO ISSUE RECORD</td>
<td>102</td>
</tr>
<tr>
<td>15 0723</td>
<td>POSITIVE PAY EXCEPTION - CEO IMAGE</td>
<td>94</td>
</tr>
<tr>
<td>15 0129</td>
<td>POSITIVE PAY EXCEPTION CHECKS RETND</td>
<td>4</td>
</tr>
<tr>
<td>20 0399</td>
<td>POSITIVE PAY EXCEPTIONS - ITEM</td>
<td>69</td>
</tr>
<tr>
<td>15 0030</td>
<td>POSITIVE PAY MONTHLY BASE</td>
<td>96</td>
</tr>
<tr>
<td>10 0000</td>
<td>POST VERIFY CASH DEPOSITED</td>
<td>596,064</td>
</tr>
<tr>
<td>15 0240</td>
<td>PYMT AUTH MAX CHECK MTHLY BASE</td>
<td>156</td>
</tr>
<tr>
<td>00 0230</td>
<td>RECOUPEMENT MONTHLY</td>
<td>792,016</td>
</tr>
<tr>
<td>10 0400</td>
<td>RETURN ITEM - CHARGEBACK</td>
<td>94</td>
</tr>
<tr>
<td>10 0401</td>
<td>RETURN ITEM SPECIAL INST MTHLY BASE</td>
<td>458</td>
</tr>
<tr>
<td>10 0400</td>
<td>RETURN ITEM SPECIAL INSTRUCTIONS</td>
<td>94</td>
</tr>
</tbody>
</table>

**POSITIVE PAY sub total**  
1,419,254
### IMAGING

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 1350</td>
<td>WELLSIMAGE PAID CHECK MONTHLY BASE</td>
<td>36</td>
</tr>
<tr>
<td>15 1353</td>
<td>WELLSIMAGE PAID CHECK PER CD</td>
<td>36</td>
</tr>
<tr>
<td>15 1399</td>
<td>WELLSIMAGE PAID CHECK PER ITEM</td>
<td>19,936</td>
</tr>
<tr>
<td>15 0500</td>
<td>WF CHK CASHED FOR NONACCT HOLDER</td>
<td>269</td>
</tr>
<tr>
<td>15 1351</td>
<td>IMAGE STORAGE PER ITEM</td>
<td>11,248</td>
</tr>
<tr>
<td>05 011R</td>
<td>DOCUMENT IMAGE CAPTURE</td>
<td>60,235</td>
</tr>
<tr>
<td>05 0401</td>
<td>DATA TRANSMISSION ITEM</td>
<td>9,809</td>
</tr>
<tr>
<td>05 0420</td>
<td>IMAGE TRANSMISSION PAGE</td>
<td>46,166</td>
</tr>
<tr>
<td>05 0620</td>
<td>LONG TERM STORAGE-CHECK</td>
<td>9,603</td>
</tr>
<tr>
<td>05 0620</td>
<td>LONG TERM STORAGE-B&amp;W DOC</td>
<td>70,040</td>
</tr>
</tbody>
</table>

**IMAGING sub total**: 227,378

### WIRES

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>35 0124</td>
<td>WIRE BOOK TRANSFER - CEO</td>
<td>65</td>
</tr>
<tr>
<td>35 0402</td>
<td>WIRE DETAIL RPT SUBSCRIPTION-ACCT</td>
<td>120</td>
</tr>
<tr>
<td>35 0402</td>
<td>WIRE DETAIL RPT SUBSCRIPTION-ITEM</td>
<td>424</td>
</tr>
<tr>
<td>35 0300</td>
<td>WIRE IN - DOMESTIC</td>
<td>561</td>
</tr>
<tr>
<td>35 0104</td>
<td>WIRE OUT DOMESTIC - CEO</td>
<td>196</td>
</tr>
<tr>
<td>01 0020</td>
<td>ZERO BALANCE MASTER ACCOUNT MAINT</td>
<td>48</td>
</tr>
<tr>
<td>01 0021</td>
<td>ZERO BALANCE MONTHLY BASE</td>
<td>300</td>
</tr>
</tbody>
</table>

**WIRES sub total**: 1,714

### LOCKBOX

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>05 0001</td>
<td>LOCKBOX - MAINT</td>
<td>36</td>
</tr>
<tr>
<td>05 0100</td>
<td>WHOLESALE ITEM</td>
<td>2,045</td>
</tr>
<tr>
<td>05 011L</td>
<td>PAPER DELIVERY PREP</td>
<td>904</td>
</tr>
<tr>
<td>05 011M</td>
<td>NO CHECK ITEM</td>
<td>12,741</td>
</tr>
<tr>
<td>05 011P</td>
<td>INCOMING COURIER PACKAGE</td>
<td>17</td>
</tr>
<tr>
<td>05 0121</td>
<td>CHECK MICR CAPTURE</td>
<td>9,589</td>
</tr>
<tr>
<td>05 0126</td>
<td>DATA CAPTURE</td>
<td>94,919</td>
</tr>
<tr>
<td>05 013B</td>
<td>CASH PROCESSING</td>
<td>4</td>
</tr>
<tr>
<td>05 0301</td>
<td>DEPOSIT PREPARATION</td>
<td>481</td>
</tr>
<tr>
<td>05 041Z</td>
<td>OUTGOING PACKAGE PREP</td>
<td>36</td>
</tr>
<tr>
<td>05 0530</td>
<td>UNPROCESSABLE ITEM</td>
<td>872</td>
</tr>
<tr>
<td>10 021Z</td>
<td>CHECK CLEARING</td>
<td>9,589</td>
</tr>
<tr>
<td>05 0101</td>
<td>SNLB SCANNABLE ITEM</td>
<td>2,227</td>
</tr>
<tr>
<td>05 011P</td>
<td>SNLB BALANCING</td>
<td>4,897</td>
</tr>
<tr>
<td>05 0122</td>
<td>SNLB OCR DOCUMENT</td>
<td>4,915</td>
</tr>
<tr>
<td>05 011R</td>
<td>SNLB OCR DOC IMAGE CAPTURE</td>
<td>9,799</td>
</tr>
</tbody>
</table>

**LOCKBOX sub total**: 153,071

### MISCELLANEOUS

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 0410</td>
<td>STOP PAYMENT - ELECTRONIC</td>
<td>681</td>
</tr>
<tr>
<td>15 0412</td>
<td>STOP PAYMENT AUTOMATIC RENEWAL</td>
<td>1,757</td>
</tr>
<tr>
<td>20 0110</td>
<td>FULL RECONCILEMENT - PER ITEM</td>
<td>11,188</td>
</tr>
<tr>
<td>25 0100</td>
<td>DEBIT ORIGINATED</td>
<td>1,920</td>
</tr>
<tr>
<td>25 0101</td>
<td>CREDIT ORIGINATED - JPM ACCESS</td>
<td>27,645</td>
</tr>
<tr>
<td>40 066Z</td>
<td>TRANSACTIONS REPORTED - 45 DAY</td>
<td>2,067</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Value</td>
</tr>
<tr>
<td>------</td>
<td>-----------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>40 066Z</td>
<td>TRANSACTIONS REPORTED - 90 DAY</td>
<td>35,446</td>
</tr>
<tr>
<td>40 066Z</td>
<td>EXTENDED TRANSACTION DETAIL</td>
<td>230,877</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Value</td>
</tr>
<tr>
<td>-------</td>
<td>--------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>15 0240</td>
<td>OTC DEBIT BLOCK MONTHLY BASE</td>
<td>156</td>
</tr>
<tr>
<td>20 0100</td>
<td>OUTGOING TRANSMISSION - PER ITEM</td>
<td>13,940</td>
</tr>
<tr>
<td>01 0021</td>
<td>SUBACCOUNT MAINTENANCE</td>
<td>372</td>
</tr>
<tr>
<td>45 0403</td>
<td>SWEEP STAGECOACH INVEST ELECTRONIC</td>
<td>707</td>
</tr>
<tr>
<td>45 0020</td>
<td>SWEEP STAGECOACH INVEST MTHLY BASE</td>
<td>36</td>
</tr>
<tr>
<td>40 0005</td>
<td>CFA ACCT MO BASE</td>
<td>240</td>
</tr>
<tr>
<td>40 0234</td>
<td>CFA INFO REPORTING INTRADAY/ITEM</td>
<td>50,989</td>
</tr>
<tr>
<td>15 0240</td>
<td>CHECK CASHING THRESHOLD MO BASE</td>
<td>156</td>
</tr>
<tr>
<td>15 0240</td>
<td>CHECKS PAY TO INDIV BLOCK MO BASE</td>
<td>48</td>
</tr>
<tr>
<td>15 0220</td>
<td>CONT DISB CASHED CHECK-FLOAT FEE</td>
<td>463</td>
</tr>
<tr>
<td>15 0110</td>
<td>CONT DISB CHECKS PAID</td>
<td>22,851</td>
</tr>
<tr>
<td>01 0101</td>
<td>CONT DISB CREDITS POSTED</td>
<td>2,622</td>
</tr>
<tr>
<td>10 0100</td>
<td>CV CASH ONLY OR CHECK ONLY DEPOSIT</td>
<td>39</td>
</tr>
<tr>
<td>15 0100</td>
<td>DDA CHECKS PAID</td>
<td>3,934</td>
</tr>
<tr>
<td>01 0100</td>
<td>DEBITS POSTED</td>
<td>12,845</td>
</tr>
<tr>
<td></td>
<td><strong>MISCELLANEOUS sub total</strong></td>
<td><strong>420,979</strong></td>
</tr>
</tbody>
</table>
Attachment E

Sample Service Agreement

Effective Date:

University:

University Address: Attn:

Contractor:

Contractor Address: Attn:

Services: The Services to be provided under this Agreement are set forth in Exhibit “A” Scope of Services, attached hereto and incorporated herein for all purposes.

Completion Date:

Compensation:

RECITALS

This Service Agreement is made and entered into by University and Contractor as of the Effective Date.

WHEREAS, University desires that Contractor provide the Services, and Contractor desires to provide the Services to and for the benefit of University;

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Contractor agree as follows:

AGREEMENT

1. Provision of Services. Contractor shall provide all necessary personnel, equipment, material, supplies, and facilities in the performance of the Services. Contractor shall perform the Services with that standard of professional care, skill, and diligence customarily and ordinarily provided in the performance of similar services.

2. Term. Unless otherwise terminated in accordance with the provisions set forth herein or by mutual written agreement of the parties, the initial term of this agreement shall begin on the Effective Date, and continue through the Completion Date, unless otherwise extended or terminated by the parties.
3. **Termination.** University may terminate this Agreement at any time upon 72 days prior notice. Either party has the right to terminate this Agreement if the other party is in default of any obligation hereunder. Contractor shall be entitled to compensation for services rendered through the effective date of termination.

4. **Payment of Compensation.** University shall pay the Compensation to Contractor in accordance with the payment terms set forth above, provided that, if no payment terms are specified payment shall be made in accordance with Chapter 2251 of the Texas Government Code. Contractor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to:

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

5. **No Assignment or Delegation.** This Agreement, and the rights and obligations set forth herein, are for personal services and may not be assigned or delegated by either party without the express written consent of the other party.

6. **Property Rights.** University shall, at all times, retain ownership in and the rights to any creative works, research data, reports, designs, recordings, graphical representations, or works of similar nature that may be produced in connection with this Agreement or the Services. Contractor agrees that such works are “works for hire” and assigns all of Contractor’s right, title, and interest to University.

7. **FERPA.** If Contractor has access to students’ educational records, Contractor shall limit its employees’ access to the records to those persons for whom access is essential to the performance of the Services. Contractor shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended.

8. **Public Information.** University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Contractor shall make public information available to University in an electronic format.

9. **Required Posting of Contracts on Website.** Contractor acknowledges and agrees that University is required by Section 2261.253 of the Texas Government Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

10. **Relationship of Parties.** Contractor shall, at all times, act as an independent contractor and not as a partner, employee, or agent of University. Contractor shall not act or hold himself out to third parties as a partner, employee, or agent of University in the provision of the Services. University shall not have or exercise such control over the manner in which the Services are provided as would jeopardize the status of Contractor as an independent contractor. University will not withhold federal or state income tax or Social Security tax on behalf of Contractor. In addition, Contractor shall have no claim under this Agreement or otherwise against University for vacation pay, sick leave, unemployment insurance, worker’s compensation, retirement benefits, disability benefits, or employee benefits of any kind. Contractor shall have the exclusive responsibility for the payment of all such taxes and arrangements for insurance
coverage and shall discharge such responsibility fully. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of Contractor, the parties hereto mutually agree that both Contractor and University shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, regardless of by whom such discussion or negotiation is initiated.

11. **Non-Waiver.** No failure by either party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement, or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

12. **Indemnity.** Contractor agrees to indemnify and hold harmless University and its regents, officers, agents, and employees, from and against any liability, losses, or damages it may suffer as a result of claims, demands, causes of action, costs, or judgments against it arising out of Contractor’s arising out of any act or omission by Contractor in the provision of the Services.

13. **Breach of Contract Claims Against University.** University is required by law to provide notice that Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving, goods, services, and certain types of projects. If Chapter 2260 applies to this Agreement, then the statutory dispute resolution process must be used by the Contractor to attempt to resolve all of its disputes arising under this Agreement.

14. **Governing Law and Venue.** This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas, and venue for any suit filed against University shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

15. **Incorporation and Entire Agreement.** This Agreement incorporates the usual and customary University purchase order and the terms, conditions, and notices contained therein are included herein for all purposes. This Agreement, including any exhibits or addenda identified and incorporated by reference herein, and the corresponding University purchase order constitute the entire agreement between the parties and contain all the agreements between the parties with respect to Contractor and the provision of the Services. The parties expressly acknowledge that, in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals to be effective as of the date first written above.

UNIVERSITY OF NORTH TEXAS

By: ________________________________

Date: ________________________________

CONTRACTOR NAME
EXHIBIT “A”
SCOPE OF SERVICES

Contractor shall provide the following Services:

   Fully describe scope of services, deliverables, and interim/expected deadlines