

## REQUEST FOR PROPOSALS

**Request for Proposal #:**  
**Request for Proposal Name:**  
**RFP PRE-PROPOSAL MEETING DATE & TIME:**  
**RFP DUE DATE AND TIME:**

**RFP769-13-817-CS**  
**Banking Services**  
**N/A**  
**January 8, 2013 @ 2:00 PM**

**RETURN SEALED PROPOSALS TO:**  
**Physical Address (i.e. hand delivery and overnight):**  
University of North Texas System  
Business Service Center  
University Services Building  
2310 N. I-35E  
Denton, Texas 76205

**INSTRUCTIONS FOR A FACSIMILE RESPONSE:**  
Fax Responses will not be accepted for this RFP.

If there are any questions regarding this RFP, please submit solicitation questions to: [Solicitation Inquiry](http://bsc.untssystem.edu) located at [bsc.untssystem.edu](http://bsc.untssystem.edu). Bids Listing Page. All questions must be received no later than December 13, 2012 at 1:00 PM CST. All questions and answers will be posted to the website by 5:00 PM CST, December 18, 2012.

A copy of this proposal form is posted at and may be downloaded from: [bsc.untssystem.edu](http://bsc.untssystem.edu)

Check below if preference claimed under TAC, Title 34, as amended

- Supplies, materials, or equipment produced in Texas/offered by Texas bidders
- Agricultural products produced or grown in Texas
- Agricultural products and services offered by TX bidders
- USA produced supplies, materials, or equipment
- Products of persons with mental or physical disabilities
- Recycled, remanufactured, or environmentally sensitive products, including recycled steel products
- Energy efficient products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formally contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards

By signing this proposal, respondent certifies that if a Texas address is shown as the address of the respondent, respondent qualifies as a Texas Resident Bidder as defined in Texas Administrative Code (TAC), Title 34, as amended.

In accordance with the Texas Government Code, Sections 2161.181-182 and the Texas Administrative Code (TAC), Title 34, as amended, state agencies shall make a good faith effort to utilize Historically Underutilized Businesses (HUBS) in contracts for construction, services, including professional and consulting services and commodities contracts. The Texas Comptroller of Public Accounts HUB Rules, TAC, Title 34, as amended, encourages the use of HUBs by implementing these policies through race-ethnic-and gender-neutral means.

*Are you a certified HUB? (circle one) YES or NO*  
*If yes, please circle the organization or entity certified with below and include a copy of your certificate:*

Texas Comptroller of Public Accounts; NCTRCA; MBDC; Other \_\_\_\_\_

*If yes, please also specify:* Ethnicity \_\_\_\_\_ & Gender \_\_\_\_\_

**IF SUBMITTING A PROPOSAL, RFP MUST BE SIGNED and ALL attached files must be printed and returned with proposal package. You shall submit a clearly marked original, one (1) duplicate copy, and three (3) CD/DVDs in a single PDF format (CD's with more than the requested information will be considered non-responsive). Sealed proposals should be received NO LATER THAN the specified due date and time. UNTS reserves the right to accept late proposals, however proposals received after opening time will not be accepted. Show RFP opening date, RFP number, and return address of firm on sealed proposal envelope. Incomplete proposals will be disqualified.**

**RESPONDENT MUST FILL IN AND SIGN BELOW:**

**(FAILURE TO SIGN WILL DISQUALIFY PROPOSAL)**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PAYEE ID#: \_\_\_\_\_

AUTHORIZE AGENT: \_\_\_\_\_

(Print or Type Name)

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

SINGLE POINT OF CONTRACT NAME AND EMAIL ADDRESS:  
\_\_\_\_\_

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RFP Checklist-Please use this checklist to make sure you are providing all the proper documents

- ( ) All UNTS provided RFP forms completed
- ( ) Proposal signed
- ( ) One (1) original and one (1) copy clearly marked
- ( ) Three (3) CD/DVDs in a single PDF format (CD's should include all information provided in response to this RFP)
- ( ) Attachment B-Specifications/Description of Services
- ( ) Attachment C—Pricing
- ( ) Attachment D—Financial Institution's Qualifications/Requirements
- ( ) If requested, supporting product or service documentation provided
- ( ) Attachment E--Addenda Receipt Confirmation

**Respondent is required to respond to all requirements and questions in Attachments B, C, D and E. Respondent should submit the proposal in the order in which the RFP has requested the information (i.e. Execution page, tab 1; Description of Services, tab 2; etc.)**

**NOTICE--IN ADDITION TO THE ITEMS LISTED BELOW, THE TERMS AND CONDITIONS OF THIS RFP ARE ATTACHED AS ATTACHMENT "A".**

**IMPORTANT NOTICE: ANY PROPOSED CHANGES TO THE TERMS AND CONDITIONS OUTLINED IN THIS RFP MUST BE SUBMITTED ALONG WITH YOUR RESPONSE TO THIS RFP. FAILURE TO PROVIDE SUCH MAY PREVENT UNTS FROM AGREEING TO ANY CHANGES IN OUR STANDARD TERMS AND CONDITIONS AND COULD AFFECT THE AWARD OF THIS RFP.**

**The laws of the State of Texas must prevail on all responses.**

**1.0 SCOPE OF WORK/DESCRIPTION OF GOODS (COMMODITY CODE 946-25):**

In accordance with Education Code 51.9335, the University of North Texas System (UNTS), comprised of the University of North Texas, the University of North Texas at Dallas, the University of North Texas Health Science Center and the University of North Texas System Administration Offices, is accepting proposals and intends to enter into an agreement with a vendor that specializes in Banking Services in accordance with the terms and conditions and requirements set forth in this Request for Proposal. The resulting pricing, terms and conditions shall be extended to any institutions of higher education interested in utilizing the agreement, as allowed by the Texas Education Code.

**Governance and Administration:** The Participants of the UNT System (the "Participants") currently include UNT System Administration, UNT, the UNT Health Science Center and UNT-Dallas. The Participants are governed, managed, and controlled by a nine-member Board of Regents, each of whom is appointed by the Governor of the State subject to confirmation by the State Senate. Each regent serves a six-year term, with three new appointments made to the Board every two years. A regent may be reappointed to serve on the Board. The members of the Board elect one of the regents to serve as Chair of the Board and may elect any other officers they deem necessary. The regents serve without pay except for reimbursement for actual expenses incurred in the performance of their duties, subject to the approval of the Chair of the Board.

UNT System is subject to the supervisory powers of the Texas Higher Education Coordinating Board (the "Coordinating Board"). The Coordinating Board is the highest authority in the State in matters of public higher education and prescribes the scope and role of each institution of higher education. The Coordinating Board periodically reviews all degree and certificate programs offered by the State's Institutions of higher education and annually reviews the academic courses offered by such institutions. The Coordinating Board also determines space utilization formulas designed to promote the efficient use of construction funds and the development of physical plants to meet projected growth estimates.

**Administration:** The System is managed through administrative offices in the System Administration Office, including the Chancellor, Vice Chancellor for Finance, Vice Chancellor for Administrative Services, and Vice Chancellor and General Counsel.

The President of each component institution directs the operations of the individual institution and is assisted by a Provost and Vice President for Academic Affairs, Vice President for Finance and Administration, Vice President for Research and Economic Development, Vice President for University Relations, Senior Vice President for Advancement, Vice President for Institutional Equity & Diversity and Vice President for Student Development.

**1.1 Specifications: SEE ATTACHMENT “B”**

**1.2 Pricing: SEE ATTACHMENT “C”**

**1.3 Option to Renew:** UNTS intends the contract initial term to begin August 1, 2013 and continue for 3 years ending on July 31, 2016.

It is agreed that the UNTS shall have the option to extend the contract for two (2) additional years in one-year increments by mutual written agreement. This option to extend is at the sole discretion of the University of North Texas and will not be considered if legislative funding is not appropriated.

**2.0 HUB SUBCONTRACTING OPPORTUNITIES AND FORMS:**

UNTS has determined that no Sub-contracting opportunities are possible under this contract and therefore a HUB Subcontracting Plan is not required with this RFP. UNTS will do the required documentation in place of a formal HUB Plan.

**3.0 PRE-PROPOSAL MEETING: Not Applicable to this RFP.**

**4.0 EVALUATION:**

As provided by statute, awards will be based on the best proposal most advantageous to UNTS. Determination will be made by consideration of prices offered, delivery date, quality, general reputation, and performance of the respondents, service as related to past performance, suitability of items for the intended use and conformity to specifications, terms and conditions of this Request for Proposal. UNTS reserves the rights to reject all proposals that UNTS determines in its sole judgment are not in the best interest of the institution.

**5.0 SELECTION PROCESS:**

Selection of the Successful Offer submitted in response to this RFP by the Submittal Deadline will be made using the competitive process described below.

After the opening of the offers and upon completion of the initial review and evaluation of the offers submitted, selected respondents may be invited to participate in oral presentations. The selection of the Successful Offer may be made by UNTS on the basis of the offers initially submitted, without discussion, clarification or modification. In the alternative, selection of the Successful Offer may be made by UNTS on the basis of negotiation with any of the respondents. At UNTS’s sole option and discretion, it may discuss and negotiate all elements of the offers submitted by selected respondents within a specified competitive range. For purposes of negotiation, a competitive range of acceptable or potentially acceptable offers may be established comprising the highest rated offers. UNTS will provide each respondent within the competitive range with an equal opportunity for discussion and revision of its offer. UNTS will not disclose any information derived from the offers submitted by competing respondents in conducting such discussions. Further action on offers not included within the competitive range will be deferred pending the selection of the Successful Offer, however, UNTS reserves the right to include additional offers in the competitive range if deemed to be in its best interest.

After the submission of offers but before final selection of the Successful Offer is made, UNTS may permit a respondent to revise its offer in order to obtain the respondent's best final offer. UNTS is not bound to accept the lowest priced offer if that offer is not in its best interest, as determined by UNTS.

UNTS reserves the right to: (a) enter into agreements or other contractual arrangements for all or any portion of the Scope of Work set forth in this Proposal with one or more respondents; (b) reject any and all offers and re-solicit offers; or (c) reject any and all offers and temporarily or permanently abandon this procurement, if deemed to be in the best interest of UNTS.

**5.1 Evaluation of Criteria:** The successful offer will be the offer that is submitted in response to this Proposal by the Submittal Deadline and is the most advantageous to UNTS in UNTS's sole discretion. Offers will be evaluated by an evaluation committee that will include employees of UNTS and other persons invited by UNTS to participate. The evaluation of offers and the selection of the Successful Offer will be based on the information provided to UNTS by the respondent in response to the Specifications section of this Proposal. Consideration may also be given to any additional information and comments if such information or comments increase the benefits to UNTS. The successful respondent will be required to enter into a contract acceptable to UNTS.

The evaluation committee will determine if Best and Final Offers are necessary. Award of a contract may be made without Best and Final Offers. UNTS may, at its discretion, elect to have Respondents provide oral presentations and respond to inquiries from the evaluation committee related to their Proposals. A request for a Best and Final Offer is at the sole discretion of UNTS and will be extended in writing

In evaluating Proposals to determine the best value for the State, UNTS may consider information related to past contract performance of a Respondent including, but not limited to, Texas Comptroller of Public Account's Vendor Performance Tracking System. UNTS also considers "Best Value" in the award process. Best Value to the state is located in Attachment "A", Section 1.5.

Below is the primary selection criteria that will be utilized by UNTS's advisory evaluation committee during the evaluations of the proposals:

- 1) the extent to which the services meet the System's needs emphasizing service levels and customer service;
- 2) the fees associated with the services to be provided and the total long-term cost effectiveness to the System of acquiring the banking institution's services;
- 3) the demonstrated automation capabilities of the banking services offered in the proposal;
- 4) additional services offered in addition to traditional banking services (e.g. student, faculty and staff banking, pay cards, student disbursements);
- 5) financial incentives offered (e.g. reduced or eliminated fees, student scholarships, internships, royalties, tiered pricing, etc.);
- 6) the reputation of the banking institution and its services, experience, references, and continuity of bank and the creditworthiness and financial stability of the banking institution; and
- 7) the banking institution's geographical proximity of banking facilities

**5.2 Respondent's Acceptance of Process:** Submission of an offer by a respondent indicates: (1) the respondent's acceptance of the Selection Process, the Evaluation of Criteria for selection, and all other requirements and specifications set forth in this Proposal; and (2) the respondent's recognition that some subjective judgments must be made by UNTS during this Proposal process.

**6.0 SUBMITTAL DEADLINE:**

To respond to this Proposal via mail, respondents must submit the information requested in the Specifications section of this Proposal and any other relevant information in a clear and concise written format to:

**Via hand delivery or overnight**  
**(i.e. FedEx, UPS, etc.)**  
Carrie Stoeckert  
University of North Texas System  
Business Service Center  
University Services Building  
2310 N. I-35E  
Denton, Texas 76205

Offers must be submitted in an envelope or other appropriate container and the name and return address of the respondent must be clearly visible. All offers shall be received at the above address no later than the due date and time listed on Page 1 of this RFP. UNTS reserves the right to accept late proposals, however proposals received after opening time will not be accepted.

**Proposals will be received until the date and time established for receipt, then opened. Only the names of the respondents who submitted proposals will be made public. Prices and terms will not be divulged until after contract award.**

**7.0 SCHEDULE OF EVENTS.** The solicitation process for this RFP will proceed according to the following schedule:

<b>EVENT</b>	<b>DATE</b>
<b>Issue RFP</b>	<b>11/27/2012</b>
<b>Deadline for Submission of Questions</b>	<b>12/13/2012 @ 1:00 PM</b>
<b>Response to Questions to be posted to website</b>	<b>12/18/2012</b>
<b>Deadline for Submission of Responses</b>	<b>01/08/2013 @ 2:00 PM</b>
<b>Presentations from selected vendors</b>	<b>Week of 1/21/2012</b>
<b>Award of Contract</b>	<b>February 2013</b>
<b>Contract Commencement</b>	<b>08/01/2013</b>

**7.1 REVISIONS TO SCHEDULE.** UNTS reserves the right to change the dates in the schedule of events above upon written notification to prospective Respondents through a posting on the UNTS BSC website and the Electronic State Business Daily as an Addendum.

**8.0 QUESTIONS:**

Questions concerning this Proposal should be directed to:

Carrie Stoeckert

Please submit solicitation questions to: [Solicitation Inquiry](#) located at [bsc.untsystem.edu](http://bsc.untsystem.edu) Bids Listing Page.

**All questions must be received no later than December 13, 2012, at 1:00 PM CST. All questions and answers will be posted to the website by 5:00 PM CST, December 18, 2012.**

UNTS may in its sole discretion respond in writing to questions concerning this Proposal. Only UNTS' responses made by formal written Addendum to this Proposal shall be binding and shall be posted on the UNTS website located at [bsc.untsystem.edu](http://bsc.untsystem.edu). Oral or other written interpretations or clarifications shall be without legal effect.

Respondent is required to acknowledge all Addenda by completing, signing and returning the Addenda Receipt Confirmation, Attachment "E", with the submitted proposal.

**9.0 PUBLIC OPENING: Not applicable to this RFP.**

**10.0 FINANCIAL INSTITUTION'S QUALIFICATIONS/REQUIREMENTS (REQUIRED):**

**SEE ATTACHMENT "D"**

**11.0 INSURANCE:** Vendor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

**11.1 Commercial General Liability – Occurrence Form:** Policy shall include bodily injury, property damage, and liability assumed under an insured contract, including defense costs.

- The policy shall be endorsed to include the following additional insured language: "University of North Texas System, its component institutions and affiliated organizations, officials, regents, employees, agents, and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Vendor."
- Minimum Limits:

<i>General Aggregate</i>	<i>\$1,000,000</i>
<i>Products/Completed Operations Aggregate</i>	<i>\$1,000,000</i>
<i>Each Occurrence Limit</i>	<i>\$1,000,000</i>
<i>Personal/Advertising Injury</i>	<i>\$1,000,000</i>



**11.2 Automobile Liability:** Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this contract.

- The policy shall be endorsed to include the following additional insured language: “University of North Texas System, its component institutions and affiliated organizations, officials, regents, employees, agents, and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Vendor.”
- Minimum Limits:  
*Bodily Injury/Property Damage (Each Accident)* *\$1,000,000*

**11.3 Workers’ Compensation and Employer’s Liability**

- The policy shall include a waiver of subrogation in favor of UNTS.
- Minimum Limits:  
*Workers’ Compensation* *Statutory*  
*Employer’s Liability* *\$500,000*

**11.4 Bankers Professional Liability:** The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the scope of services of this contract.

- Minimum Limits:  
*Per Loss* *\$1,000,000*  
*Aggregate* *\$1,000,000*

**11.5 Crime Coverage:** Coverage shall include employee dishonesty, forgery, or alteration and computer fraud. If Vendor is physically located on UNTS premises, third-party fidelity coverage extension shall apply.

- The policy shall include coverage for all employees of the Vendor.
- The bond or policy shall include coverage for extended theft and mysterious disappearance, and not contain a condition requiring an arrest and conviction.
- UNTS shall be named as a loss payee.
- Minimum Limits:  
*Per Loss* *\$1,000,000*

**11.6 Property Coverage:** Required for tenants and lessees. Vendor shall obtain commercial property insurance covering Vendor’s property, fixtures, equipment, improvements and betterments, and loss of rents.

- The policy shall include a waiver of subrogation in favor of UNTS.
- UNTS shall be named as a loss payee for Vendor’s improvements and betterments.



**ATTACHMENT “A”  
TERMS AND CONDITIONS**

**ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF THE SOLICITATION:**

**1.0 Response Requirements:**

- a. Respondents must comply with all the rules, regulations and statutes relating to purchasing in the State of Texas, to the rules and regulations of the University of North Texas System and the requirements of this form. The University of North Texas System (UNTS) consists of the University of North Texas, University of North Texas at Dallas, and the University of North Texas Health Science Center at Fort Worth.
- b. Respondents must price per unit shown. Unit prices shall govern in the event of extension errors.
- c. Responses should be submitted on this form. Responses will be time stamped on or before the hour and date specified for the response opening.
- d. Unsigned responses will not be considered under any circumstances. Person signing response must have the authority to bind the firm in a contract.
- e. Quote F.O.B destination, freight prepaid and allowed. Otherwise, specify exact delivery cost and terms.
- f. Response prices are to be firm for UNTS acceptance for 180 days from response opening date. “Discount from list” Responses should be specified. Cash discount will not be considered in determining the low response. All cash discounts offered will be taken if earned.
- g. Respondents must give unit prices for each item to be purchased. Respondents may response less than the total number of items. An “All or None” response by Respondent may be rejected at the option of UNT System.
- h. Respondents should give Payee ID Number, full firm name, and address of respondent on the face of this form. Enter in the space provided. The Payee ID Number is the taxpayer number assigned and used by the Texas Comptroller of Public Accounts. If this number is not known, complete the following:  
Enter Federal Employer's Identification Number \_\_\_\_\_
- i. Responses cannot be altered or amended after opening time. Alterations made before opening time should be initialed by respondent or his authorized agent. No response can be withdrawn after opening time without approval by UNTS based on an acceptable written reason.
- j. Purchases made for UNTS use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in response. Excise Tax Exemption Certificates are available upon request.
- k. UNTS reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the response to best serve the interests of UNTS.
- l. Consistent and continued tie Responses could cause rejection of offers by UNTS and/or investigation for antitrust violations.
- m. FACSIMILE FOR RESPONSE: UNTS will not accept responses via facsimile.
- n. QUOTATIONS AND RESPONSES: Any quotation number referenced is for pricing purposes only. In addition, UNTS solicitation terms and mutually acceptable written revisions, if any, shall apply. Any terms and conditions not accepted through UNTS Business Service Center Purchasing in writing are not binding on either party.
- o. Catalogs, brand names or manufacturer’s references are descriptive only, and indicate type and quality desired. Responses on brands of like nature and quality will be considered if response specifies such. If responding on other than referenced, response should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of product offered are requested to be made part of the response. Failure to take exception to specifications or reference data will require respondent to furnish specified brand names, numbers, etc.
- p. Unless otherwise specified, items offered shall be new and unused.
- q. In addition, all electrical items must meet all applicable state and federal standards and regulations, and bear the appropriate listing such as ANSI, FCC, NEMA, NTRL, and OSHA standards.

**ATTACHMENT "A"**  
**TERMS AND CONDITIONS**

- r. Samples, when requested, must be furnished free of expense to UNTS. If not destroyed in examination, they will be returned to the respondent, on request, at respondent's expense. Each sample should be marked with respondent's name and address, and requisition number. Do not enclose in or attach offer to sample.
- s. UNTS will not be bound by any oral statement, or representation contrary to the written specifications of this Response.
- t. Manufacturer's standard warranty shall apply unless otherwise stated in the Response.

**1.1 Tie Responses:** In case of tie bids, any award will be made in accordance with TAC, Title 34, as amended.

**1.2 Delivery:**

- a. Show number of days required to place material at UNTS designated location under normal conditions. Failure to state delivery time obligates respondent to deliver in 14 calendar days. Unrealistic delivery promises may cause offer to be disregarded.
- b. If delay is foreseen, respondent shall give written notice to UNTS. Vendor must keep UNTS advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes UNTS to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- c. No substitutions permitted without written approval of UNTS Business Service Center Purchasing
- d. Delivery shall be made during normal UNTS working hours only, unless prior approval has been obtained from UNTS Business Service Center Purchasing

**1.3 Inspection and Tests:** All goods will be subject to inspection and test by UNTS. Authorized UNTS personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the response or on samples taken from regular shipment. All costs shall be borne by the respondent in the event products tested fail to meet or exceed all conditions and requirements in this Solicitation. Goods delivered and rejected in whole or in part may, at UNTS option, be returned to the respondent or held for disposition at respondent's expense. Latent defects may result in revocation of acceptance.

**145 Award of Contract:** A response to this Solicitation is an offer to contract based upon the terms, conditions and specifications contained herein. Responses do not become contracts until they are accepted through a UNTS purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas as the same may be amended from time to time. The Education Code 51.9335 shall be considered in making an award when specified. Venue for any suit filed against the UNTS shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

- a. An award is made to the vendor submitting the lowest and/or best value response conforming to this specification. To determine the lowest and/or best value response, in addition to price, BEST VALUE may be considered by some of the criteria listed below:
  - i. The quality, availability, and adaptability of the supplies, materials, equipment, or contractual services to the particular use required;
  - ii. The purchase price;
  - iii. The reputation of the vendor and of the vendor's goods or services;
  - iv. The quality of the vendor's goods or services;
  - v. The extent to which the goods or services meet UNTS needs;
  - vi. The vendor's past relationship with UNTS and its component institutions;
  - vii. The impact on the ability of UNTS to comply with laws and rules relating to historically under utilized business;
  - viii. The total long-term cost to UNTS of acquiring the vendor's goods or services;
  - ix. And any other relevant factor that a private business entity would consider in selecting a vendor.

**ATTACHMENT “A”  
TERMS AND CONDITIONS**

- b. **DEBTS TO THE STATE:** Any party indebted to the State of Texas or any party who is more than 30 days delinquent for Child Support is not entitled to payment on this purchase order or any accompanying contract.
- c. If a “best offer” vendor shows not to be in “good standing” this agency may reject the response and award to the next best response.
- d. The UNTS reserves the right to award the entire contract to a single Vendor or to award different components to different Vendors, whichever UNTS, at its sole discretion, determines to be in its overall best interest, as solely determined by the responsible parties of UNTS.
- e. Delivery may be a factor in this award.

**1.5 Payment Terms:** UNTS shall be billed in accordance with Chapter 2251 of the Texas Government Code and payment shall be made no later than thirty days following the latter of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to Customer; and (c) interest, if any, on past due payments shall accrue and be paid in accordance with Chapter 2251 of the Texas Government Code. Payee 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: UNTS Business Service Center-Payment Services; 1112 Dallas Dr. Ste. 400, Denton, TX 76205 or electronically submitted to [invoices@untsystem.edu](mailto:invoices@untsystem.edu)

- a. Payment on any contract will be withheld from Respondent if Respondent is determined to be more than 30 days delinquent for Child Support.
- b. Successful respondent shall be responsible for referencing the purchase order number(s) resulting from this response on any invoice(s) packing list(s), correspondence etc. Invoicing must coincide to prices quoted either on a unit, hourly, etc. basis.
- c. **DISQUALIFICATION:** Response is subject to disqualification if respondent provides revisions and/or exclusions to the terms and conditions listed in this solicitation that the UNTS is limited by law from accepting (i.e. offers with the laws of a State other than Texas), requirements for prepayment not defined in or allowed for in this Solicitation, limitations on remedies, any revision to stated terms and conditions of the Solicitation, etc.

**1.6 Patents and Copyrights:** The vendor agrees to protect UNTS from claims involving infringement of patents or copyrights.

**1.7 Vendor Assignments:** Vendor hereby assigns to UNTS any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Ann Sec. 15.01, et seq. (1967). Inquiries pertaining to Solicitations must give solicitation number, codes, and opening date.

**1.8 Respondent Affirmation:** Signing this response with a false statement is a material breach of contract and shall void the submitted response or any resulting contracts, and the respondent shall be removed from all bidder lists. By signature provided below, the respondent hereby affirms and certifies that:

- a. The respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
- b. The respondent is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- c. Neither the respondent nor the firm, corporation, partnership, or institution represented by the respondent, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business.
- d. Under Section 2155.004 Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if the certification is inaccurate.

**ATTACHMENT “A”  
TERMS AND CONDITIONS**

- e. Under Section 231.006(d), Family Code (relating to child support), the respondent certifies that the individual or business entity named in this offer is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- f. Respondent agrees that any payments due under this contract may be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- g. Respondent agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.
- h. Respondent understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor’s Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Respondent further agrees to cooperate fully with the State Auditor’s Office or its successor in the conduct of the audit or investigation, including providing all records requested. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through bidder and the requirement to cooperate is included in any subcontract it awards.
- i. Respondent certifies that they are in compliance with Section 669.003 of the Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, respondent will complete the following information in order for the response to be evaluated:

Name of former Executive: \_\_\_\_\_

Name of State Agency: \_\_\_\_\_

Date of separation from State agency: \_\_\_\_\_

Position with respondent: \_\_\_\_\_

Date of employment with respondent: \_\_\_\_\_

**1.9 Pursuant to Section 231.006 of the Family Code**, response must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the response. Vendors that have pre-registered this information on the Texas Comptroller of Public Accounts Centralized Master Bidders List (CMBL) have satisfied this requirement. If not pre-registered, list the name and social security numbers for each person. Otherwise, this information must be provided prior to contract award.

**1.10 Note to Vendors: Any terms and conditions attached to any response will not be considered unless specifically referred to on the Solicitation and may result in disqualification of the response.**

- a. **Dispute Resolution:**  
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 Purchase Order, then the statutory dispute resolution process must be used by the vendor to attempt to resolve all of its disputes arising under this Purchase Order.
- i. Any contractual claim of respondent that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, respondent shall submit written notice, as required by subchapter B, to Carolyn Cross, UNTS Business Service Center Director of Purchasing. Said notice shall specifically state that the provisions of Chapter 2260, of subchapter B, are being invoked. Compliance by respondent with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Texas Government Code.

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- ii. The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is respondent’s sole and exclusive process for seeking a remedy for any and all alleged contractual claims if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
- iii. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Ch. 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the UNTS and its component institutions nor any conduct of any representative of the UNTS and its component institutions hereafter shall be considered a waiver of sovereign immunity to suit. The submission, processing, and resolution of respondent’s claim is governed by the published Rules *adopted by the Texas Office of the Attorney General pursuant to Chapter 2260, as currently effective, hereinafter enacted* or subsequently amended. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by respondent, in whole or in part. The designated individual responsible on behalf of the UNTS for examining any claim or counterclaim and conducting any negotiations related thereto, as required under 2260.052 of H.B. 826 of the 76<sup>th</sup> Texas Legislature shall be Carolyn Cross, UNTS Business Service Center Director of Purchasing
- .iv. Venue and service of process for suits involving UNTS is governed by Section 105.151 of the Texas Education Code.

- b. **Excess Obligations Prohibited:** The Texas Constitution (Article XVI, Section 10) prohibits obligators beyond the current appropriations, which UNTS applies annually. Any Purchase Order may be canceled at any time without penalty if legislative and/or UNTS funds are not appropriated for goods or services obligated on any Purchase Order beyond the current fiscal year (September 1 through August 31 of any given year.)
- d. **Cancellation:** Items or orders may be canceled without the consent of the vendor due to failure to fulfill their contractual obligations. If cancellation is requested by UNT System for some other reason through no fault of the vendor, the vendor will be contacted. UNTS reserves the right to cancel this contract upon 30 days written notice to the contractor. The contractor must request and secure in writing the approval of the Purchasing Department to be released from this contract or any portion thereof should conditions unforeseeable occur.
- e. **Miscellaneous:** The laws of the State of Texas shall prevail including the Public Information Act. Any order is not confidential. All transactions associated with this Order may be subject to audit. Vendor by accepting this Order agrees to allow access to all records regarding this transaction upon written request by the UNTS Internal Auditors and/or UNTS Business Service Center Purchasing.
- f. **RESPONSE RESULTS:** It is not the policy of UNTS to furnish results over the telephone. Bid tabulations may be requested at <http://bsc.untsystem.edu/content/bid-inquiry>.
- g. **Centralized Master Bidders List (“CBML”):** The UNTS utilizes the Texas Comptroller of Public Accounts Centralized Master Bidders List (CMBL) for Historically Underutilized Businesses (HUB). The CMBL is located at: <http://www.window.state.tx.us/procurement/>. Non-HUB respondents are identified from various sources including the CBML.

**1.11 Indemnification: Vendor further agrees to indemnify, defend, and hold harmless the UNTS, its Board of Regents, officers and employees, from and against any and all claims, actions, suits, demands, proceedings costs, liability, injuries, damages or allegations of such brought by an act or omission of vendor or vendor’s employees and/or subcontractors or due to vendor’s product or services. This indemnification shall include but not be limited to acts or omissions related to environmental hazards.**

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- 1.12** The parties understand and agree that any purchase order/contract may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, “Privacy Laws”). Vendor agrees to comply with all Privacy Laws that are applicable to this purchase order/contract and to negotiate in good faith to execute any amendment to this purchase order/contract that s required for the terms of this purchase order/contract to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the other party.
- 1.13** Vendor hereby certifies that the network hardware or software, as applicable, procured or leased under this contract, has undergone independent certification testing for known and relevant vulnerabilities in accordance with §2059.060, Texas Government Code.
- 1.14 Exemption Declaration:** Pursuant to the provisions of the Texas Government Code, Chapter 2157.005(d) this requirement is for the purchase of a wireless communication device to be used by peace officers, firefighters, and other emergency response personnel to respond to a public safety emergency.
- 1.15 Important Notice:** Any purchase order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to the provision of Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).
- 1.16 Federal Funds:** All procurements of supplies equipment, and services utilizing Federal Funds (e.g. Federal Grant or Contract) shall be made in accordance with all applicable federal rules and regulations: Federal Acquisition Regulations (FAR), Federal Office of Management and Budget (OMB) Educational Institutions (even if part of a State or local government) follow: OMB A-21 for cost principles, A-110 for administrative requirements, and A-133 for audit requirements. All procurement requirements contained in the above referenced circulars are incorporated herein by reference. By signing this solicitation document vendor certifies that vendor is in compliance with OMB A110 and that vendor is not on the Debarred Bidders List.
- 1.17 Suspension, Debarment, and Terrorism:** Vendor further certifies that the vendor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that vendor is in compliance with the State of Texas statutes and rules relating to procurement and that vendor is not listed on the federal government’s terrorism watch list as described in executive order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>



## ATTACHMENT "B"

### 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.**

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 all 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.

UNTS's current banking structures, as described in the Attachments, can be assumed as a continuing baseline for 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 will occur in their primary operating and payroll accounts. UNTS has established operating accounts that receive deposits consolidated from various points-of-operating in the institution. UNTS has ZBA account 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. UNT currently utilizes the current bank's armored car service we will request the pricing for the armored car services provided by the bank. . UNTHSC is currently utilizing armored car services through a separate contract.

Investment security transactions and safekeeping services for UNTS will be required.

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(s) 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 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 may utilize other investment vehicles in the future. Balances remaining in the banking institution will 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.

UNTS funds are public funds and fall under provisions of the Public Funds Investment Act (*Texas Government Code*, Section 2256) and 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 a 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 Federal Reserve 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. UNTS is not interested in instituting formalized treasury workstations, but 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**

Although not used at all UNTS institutions currently, UNTS 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.

UNTS is interested in learning about any programs available through the bank for converting paper transactions and streamlining the handling of UNTS’s various types of payables and receivables.

## **4. Consolidated Account Structure with Sweep Mechanism**

Operating funds required by the institutions will be retained in the bank. The sweep instituted under the Master Banking Services Agreement will be used only for operational funds. An estimated \$5 – 10 million may be left in banking institutions System-wide for operational use on average. Estimated collected balances by institution are available in Exhibit A.

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. Currently, the UNTS institutions do not sweep balances to a money market mutual fund or specially designated account. These excess operational funds have been used as compensating balances or retained in interest-bearing accounts. Most of the UNTS institutions currently using compensating balances do attempt to target their balances for earnings credit.

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 *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.

Repurchase agreements or surety bonds are not acceptable as sweep investment vehicles and will not be considered as an alternative. In addition, letters of credit and surety bonds will not be considered acceptable collateral.

Average collected balances across UNTS average \$ 36 million per month. A breakdown by month and by institution is shown on Exhibit A. In summary, the average collected balances of UNT and UNT Health Science Center are:

- UNT	\$ 5,003,995
- UNT Health Science Center	\$ 31,302,246

- If a compensating balance payment basis is used for compensation purposes, all excess balances above the compensating balance target level will be swept daily to the designated fund or account (at the designated minimum transfer level of the fund utilized). All remaining funds will be collateralized as required.
- If a fee basis is used for compensation purposes, all excess balances will be swept to zero (or the designated minimum transfer level for the fund utilized).
- Within five (5) business days after receipt of the monthly account analysis, pending subsequent review and approval of those fees by the UNTS institution and in accordance with the Master Banking Services Agreement the bank may direct debit the designated account for fees due or the institution will effect payment.

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.

Currently, most UNTS institutions accept payments through credit and debit cards over the telephone, the internet and in person at numerous points-of-sale. .

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.

See Exhibit "B" for a Sample Deposit.

## **6. Remote Electronic Check Acceptance and Conversion**

UNTS is currently using the Desktop Deposit service which allows checks to be deposited electronically. UNTS 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. Remote deposits operations are currently utilized by UNT System Administration; UNT and UNT Dallas. 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. UNTS does not currently use RCK. 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 either retail or 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. Flows can be identified on Exhibit "C" through service volumes.

When UNT Health Science Center utilizes lockbox services the remittance document is internally produced.

**8. 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.

**9. 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 positive pay services for all its checks for the General Fund, Payroll and Student Accounting accounts.

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.

UNT Health Science Center currently utilizes controlled disbursement accounts. UNT System Administration, UNT and UNT Dallas want to move to utilizing controlled disbursement accounts.

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 \$25,000 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.

Please see Exhibit “D” for the annual number of checks disbursed from the UNT student accounting, payroll, and general fund accounts.

<u>UNT</u>		<u>UNTHSC</u>
Student accounting	4,357	
Payroll	29,350	8,363
General Fund	28,172	20,489

Student Accounting currently outsources the disbursement process.

**10. 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.

**11. Positive Pay**

To safeguard against fraudulent checks, positive pay is required on UNTS General Fund, Payroll, Student Accounting accounts, and UNTS General Fund and Payroll accounts. UNTS requires positive pay services 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.

UNTS will combine positive pay services with full reconciliation services.

## **12. Account Reconciliation**

UNTS requires availability of partial and full reconciliation services, combined with positive pay, on all accounts with the possible exception of those accounts established for extremely low volumes.

## **13. 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. Book internal transfers are also used by most UNTS institutions.

Incoming wire transfers must receive immediate same day, collected credit. Wire initiation must be available online. Online wire and transfer monitoring is preferable. UNTS has ongoing needs for international wires and will require full information on these wires. Book internal transfers are also used by UNTS.

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.

## **14. ACH Services**

ACH is currently used for payroll, student accounting, and for employee reimbursements. UNTS does not have a mandatory direct deposit policy, but actively encourages its employees and students to move to direct deposit.

UNTS does not require a pre-notification on all new addresses.

## **15. Collateral Requirements**

Currently all collateral for UNTS is held at the Federal Reserve Bank and collateral will be required to be held at a Federal Reserve bank. Collateral is 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. Consolidation of collateral reporting across UNTS institutions is desired by UNTS.

### **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. Within five (5) business days of receipt of the monthly account analysis, and pending subsequent review and approval of the fees by UNTS, the bank may direct debit the designated account for fees due if compensation is being calculated on a fee basis.

If UNTS chooses to use a compensating balance basis at any time, the analysis will require an annual carry-over of charges.

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 2<sup>nd</sup> day of the month. All accounts are to be on a calendar month cycle. Timeliness of statements is critical and non-performance will be grounds for termination of UNTS's contract with the bank.

At a minimum, the following information will be required in monthly account statements:

- detail on all debit and credit transactions by account;
- detail on all cleared checks;
- full wire and ACH trailer information;
- detail on all deposits;
- balance information, and;
- copies of all transactions performed by bank personnel

## **16. Account Executive and Support Teams**

UNTS considers the service provided individually by the bank will 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 at the holding company level to coordinate and oversee the relationship. The bank's account executives at the local and holding company levels 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.



**ATTACHMENT “C”**

**PRICING**

UNTS expects to obtain its banking services on a fee basis. The bank must fully detail all fees and charges as listed below. Every effort has been made to identify all the existing services and service volumes as listed in Exhibits C and D. Fees quoted by the bank for services must include all service and fee categories attendant to that service, including but not limited to all associated costs for delivery, labor, insurance, taxes, overhead and profit. **Fees not presented in bank’s proposal will not be accepted nor paid during the contract period unless the scope or nature of the service has changed and only then after written agreement of the System.** Therefore, banks are advised to submit a full listing of the entire bank’s service fees in support of this Attachment even if the service is not among those requested by the System in this RFP. Banks should take particular attention and care in completion of the fee schedule below to assure comprehension of the service and level of service offered.

**Schedule of Fees**

<b>Services</b>	<b>Unit Basis</b>	<b>Fee</b>	<b>Notes (if applicable)</b>
<b>Account Services</b>			
Account Maintenance w/check return	Per account		
Account Maintenance w/check storage	Per account		
Debits Posted – Other (checks posted)	Per item		
Credits Posted – Other	Per item		
Check Photocopy	Per item		
Domestic Incoming Collections	Per item		
Domestic Documentary Collections	Per item		
Return Item Maintenance	Per account		
Return Item Detail Report	Per item		
Returned Item	Per item		
Returned Item – Foreign item	Per item		
Deposit Checks On-Us	Per item		
Deposit Checks Local City	Per item		
Deposit Checks Local Clearing	Per item		
Deposit Checks Transit	Per item		
Deposit Checks Affiliates	Per item		
Deposit Checks Regional	Per item		
Foreign Item Deposits	Per item		
Foreign Item Return	Per item		
DDA Checks Paid	Per item		
DDA PC Stop Payment	Per item		
MICR Reject Repair	Per item		
<b>ACH</b>			
ACH Transmission	Per item		
ACH Transit One Day	Per Item		
ACH Transit Two Day	Per item		
ACH On-Us One Day	Per item		
ACH On-Us Two Day	Per item		
ACH On-Us Same day	Per item		
Internet ACH Same Day Item	Per item		

Internet ACH One Day Item	Per item		
Internet ACH Two Day Item	Per item		
ACH Deletions	Per item		
ACH Reversals	Per item		
Electronic Credits Posted	Per item		
Electronic Debits Posted	Per item		
<b>Wires and Transfers</b>			
Incoming wire – domestic	Per item		
Incoming wire – international	Per item		
Outgoing wire- repetitive domestic	Per item		
Outgoing wire- non repetitive domestic	Per item		
Outgoing wire- non repetitive international	Per item		
Outgoing wire – international USD	Per item		
Outgoing wire – international FX	Per item		
Wire out Domestic Drawdown Internet	Per item		
<b>Fraud Filter</b>			
ACH Fraud Filter Review Base	Per account		
ACH Fraud Filter Review Item	Per item		
Event Messaging			
	Per Item		
<b>Reconciliation Services</b>			
ARP Maintenance – Full			
ARP Checks Paid – Full	Per account		
ARP Full Recon/Item – Transmission	Per item		
ARP Serial Sort	Per item		
ARP Optional Reports	Per item		
ARP Register Input	Per item		
	Per item		
<b>Imaging</b>			
Image CD Rom per CD			
Image CD per item standard	Per account		
	Per item		
<b>Positive Pay</b>			
Image Positive Pay			
Payee/Validation Per Items-Standard	Per item		
Positive Pay Exception Checks Returned	Per item		
Positive Pay Exceptions	Per item		
<b>Armored Car Services</b>	Monthly		
	Per Service		
<b>Optional Services</b>			
Alternative Check Clearing Options			
Additional Merchant Services			
Pay Card Services			

## ATTACHMENT “D”

### 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 Attachments B, C and D. 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.

#### **1. 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

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. Contracts

Provide a copy of **all** standard contract and service terms and agreements for all services to be provided (even if not directly referenced or required in this RFP).

### 7. 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.
- j. Can data be drawn across modules and activities for reporting purposes? Across institutions of the System? Can the bank consolidate information System-wide? At what level and on what schedule? Describe and detail.
- 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 B, detailing historical rates, should clearly identify which fund is being referenced and include the net yields over the designated period.) On Attachment B, 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.

**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.

**NSF Proccession and RCK:** Complete information on both the standard NSF collection and RCK collection is required.

- a. Describe the bank's standard redeposit services for NSF check handling and re-presentment process.



- b. How many times are checks automatically re-deposited without RCK? Physical and electronic imaged checks? Are all paper documents destroyed? When?
- c. 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?
- d. Is the bank currently providing the RCK process? How long has it offered this service?
- e. Give an example of the RCK advice and detail what information is given.
- f. How is information on returned checks processed by RCK reconciled to the original check deposit? What bank report or identifier ties the two transactions?
- g. Can NSF returns be sent to another address or account from the original transaction? What options are available, if any?
- h. Is the standard NSF information and occurrence available online? Is the RCK processing? Describe.

**7.6 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.

- r. In the case of system failure, what are the back-up arrangements for processing? What delays would be expected in such a situation?
- s. Describe any future plans for enhancements to the service and the dates these should be available.
- t. Describe how availability will be computed.
- u. Who retains liability for the deposit?
- v. 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?
- w. What is the earliest transmission time that information is available on the daily deposit(s)? Intra-day? Is this information available online?
- x. Describe the bank's deposits. When are deposits made?
- y. 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?
- z. How long before the notification deadline do you stop accepting/processing incoming mail?
- aa. Discuss any planned enhancements to the lockbox systems.

**7.7 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.

**7.8 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 presentments?
- 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?

**7.9 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.

**7.10 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?
- l. 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?

#### **7.11 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.

#### **7.12 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?

- j. Does the bank provide a matched/expected reconciliation service matching funds to file references?
- k. 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?
- l. Is it possible to cancel a previously warehoused wire? How?
- m. Is the Fed reference number included on each wire? The complete trailer? Where it is reported?
- n. Does the bank have wire template storage? Under what conditions or limitations?
- o. State the bank's policy on the use of ledger balances for outgoing wires in anticipation of known daily activity or incoming wires.
- p. 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?

### **7.13 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?

**7.14 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?

#### **7.15 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?
- e. Confirm agreement to the annual carry-over provision.

#### **7.16 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?

#### **7.17 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?

**7.18 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.

**7.19 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?

**7.20 Optional Services:**

- a. Please describe any optional merchant services you may offer.

**ATTACHMENT "E"**

**ADDENDA RECEIPT CONFIRMATION**

Addenda Checklist

Receipt is hereby acknowledged of the following addenda to this RFP. (Please initial each addenda that is applicable)

No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_ Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

No. 5 \_\_\_\_\_ No. 6 \_\_\_\_\_ No. 7 \_\_\_\_\_ No. 8 \_\_\_\_\_

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_ Dated: \_\_\_\_\_ Dated: \_\_\_\_\_



EXHIBIT "A"

**Average Collected Balances FY 2012**

UNT & UNT Health Science Center

	UNT	HSC	
Sep 11	\$5,004,616.63	\$1,363,856.92	\$6,368,473.55
Oct 11	\$5,003,285.23	\$1,090,559.96	\$6,093,845.19
Nov 11	\$5,002,836.76	\$1,550,229.52	\$6,553,066.28
Dec 11	\$5,003,983.05	\$1,717,378.04	\$6,721,361.09
Jan 12	\$5,003,280.87	\$1,318,548.52	\$6,321,829.39
Feb 12	\$5,001,912.98	\$4,240,712.37	\$9,242,625.35
Mar 12	\$5,005,126.43	\$72,174,720.63	\$77,179,847.06
Apr 12	\$5,004,838.19	\$62,903,399.28	\$67,908,237.47
May 12	\$5,004,349.33	\$55,511,420.10	\$60,515,769.43
Jun 12	\$5,004,570.17	\$55,891,754.36	\$60,896,324.53
Jul 12	\$5,004,570.17	\$58,795,199.81	\$63,799,769.98
Aug 12	\$5,004,570.17	\$59,069,177.69	\$64,073,747.86
	\$60,047,939.98	\$375,626,957.20	\$435,674,897.18
average	\$5,003,995.00	\$31,302,246.43	\$36,306,241.43

				Month	Volumes	Unit Price	Charges
A5690010355	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	April 12	2,486.00	0.02000	49.72
A5690010355	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Aug 12	2,462.00	0.02000	49.24
A5690010355	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Dec 11	2,495.00	0.02000	49.90
A5690010355	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Feb 12	2,117.00	0.02000	42.34
A5690010355	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Jan 12	1,842.00	0.02000	36.84
A5690010355	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	July 12	2,429.00	0.02000	48.58
A5690010355	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	June 12	2,458.00	0.02000	49.16
A5690010355	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	March 12	2,114.00	0.02000	42.28
A5690010355	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	May 12	2,579.00	0.02000	51.58
A5690010355	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Nov 11	2,574.00	0.02000	51.48
A5690010355	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Oct 11	2,406.00	0.02000	48.12
A5690010355	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Sep 11	2,210.00	0.02000	44.20
					28,172.00		
A5690010454	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	April 12	2,248.00	0.02000	44.96
A5690010454	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Aug 12	1,950.00	0.02000	39.00
A5690010454	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Dec 11	2,629.00	0.02000	52.58
A5690010454	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Feb 12	2,436.00	0.02000	48.72
A5690010454	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Jan 12	1,856.00	0.02000	37.12
A5690010454	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	July 12	2,082.00	0.02000	41.64
A5690010454	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	June 12	1,787.00	0.02000	35.74
A5690010454	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	March 12	2,375.00	0.02000	47.50
A5690010454	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	May 12	2,338.00	0.02000	46.76
A5690010454	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Nov 11	3,025.00	0.02000	60.50
A5690010454	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Oct 11	4,022.00	0.02000	80.44
A5690010454	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Sep 11	2,602.00	0.02000	52.04
					29,350.00		
A5690308338	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	April 12	95.00	0.02000	1.90
A5690308338	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Aug 12	117.00	0.02000	2.34
A5690308338	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Dec 11	352.00	0.02000	7.04
A5690308338	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Feb 12	158.00	0.02000	3.16
A5690308338	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Jan 12	234.00	0.02000	4.68
A5690308338	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	July 12	254.00	0.02000	5.08
A5690308338	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	June 12	385.00	0.02000	7.70
A5690308338	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	March 12	124.00	0.02000	2.48
A5690308338	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	May 12	144.00	0.02000	2.88
A5690308338	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Nov 11	272.00	0.02000	5.44
A5690308338	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Oct 11	807.00	0.02000	16.14
A5690308338	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Sep 11	1,415.00	0.02000	28.30
					4,357.00		

**EXHIBIT "B"**

**SAMPLE DEPOSIT:**

The sample deposit would be made (a) in four (4) tamper-proof deposit bags, (b) with strapped where possible as shown below, (c) with coins that are not rolled, (d) with tapes attached to bundled with endorsed checks if needed.

The breakdown on the deposit is:

#100.	20,300.00
#50.	15,600.00
#20.	4,340.00
#10.	4,570.00
#5.	5,675.00
#1.	2,514.00
#.25	427.00
#.10	114.00
#.05	4.20
#.01	1.02
	53,545.22+
(check total)	140,252.00+
	193,797.22*

**EXHIBIT "C"**

University of North Texas  
 Banking Volumes for FY 2012  
 Source documents: Wells Fargo analysis statements

		Aug 12	Jul 12	Jun 12	May 12	Apr 12	Mar 12	Feb 12	Jan 12	Dec 11	Nov 11	Oct 11	Sep 11	Average
00 0230	DEP INSURANCE ASSESSMENT MTHLY	5,311	5,214	5,157	5,219	5,351	5,172	5,258	5,320	5,188	5,389	5,226	5,304	5,259
01 0000	ACCOUNT MAINTENANCE-CHEKSTOR	20	20	20	20	20	20	20	22	22	15	15	15	19
01 0020	ZERO BALANCE MASTER ACCOUNT MAINT	1	1	1	1	1	1	1	1	1	1	1	1	1
01 0021	ZERO BALANCE MONTHLY BASE	12	12	12	12	12	12	12	12	13	13	13	13	12
01 0100	DEBITS POSTED	455	393	409	396	354	381	369	370	330	316	352	385	376
01 0101	CREDITS POSTED	574	481	464	554	605	541	655	495	490	584	614	650	559
01 0102	CEO BASIC BANKING - TRANSFER	4	3	2	1	1	7	3	3	2		1	2	3
01 0320	DDA STATEMENT - SPECIAL INSTRUCTION	2	2	2	2	2	2	2	2	2	2	2	2	2
01 0730	DOMESTIC COLLECTIONS NO DOCS									1				1
01 9999	PAYEE VALID NON ACCT HLDER-CHK CASH	130	265	237	321	322	270	149	99	168	187	226	206	215
10 0015	CASH DEP/\$1 VER AT TELLER WINDOW	560,695	260,304	337,387	326,513	374,375	385,792	485,131	536,659	363,089	463,921	597,337	661,912	446,093
10 0048	CURRENCY ORDERED/\$1 - BRANCH/STORE					45				360	2,682	110		799
10 0144	ROLLED COIN ORDERED - BRANCH/STORE					529	1,018		700	13	688	3		492
10 0220	DEPOSITED CHECKS - ON US	722	534	621	682	662	641	650	663	563	528	652	686	634
10 0222	DEPOSITED CHECKS - LOCAL CLEARING	840	172	229	241	265	207	214	328	173	2	92	252	251
10 0224	DEPOSITED CHECKS - TRANSIT	2,567	1,899	1,939	2,088	1,831	1,644	1,863	2,232	1,332	1,533	1,739	2,330	1,916
10 0225	DEPOSITED CHECKS - REGIONAL		326	373	451	528	410	410	569	473	627	623	528	483
10 0400	RETURN ITEM - CHARGEBACK	67	28	68	29	13	24	40	37	24	23	34	56	37
10 0401	RETURN ITEM SPECIAL INST MTHLY BASE	5	5	5	5	5	5	5	5	6	6	6	6	5
10 0410	CEO RETN ITEM SUBSCRIPTION PER ACCT	409	180	476	178	82	178	251	231	152	187	221	358	242
10 0414	CEO RETURN ITEM RETRIEVAL-IMAGE	37	16	39	17	8	15	22	22	12	14	24	30	21
15 0030	POSITIVE PAY MONTHLY BASE	3	3	3	3	3	3	3	3	3	3	3	3	3
15 0100	ARP CHECKS PAID - FULL RECON-DDA CHECKS PAID	4,529	4,765	4,630	5,066	4,839	4,615	4,726	3,965	5,491	5,885	7,244	6,236	5,166
15 0129	POSITIVE PAY EXCEPTION CHECKS RETND	2	4	3	2	11	5	4	4	5	1	2	4	4
15 0299	PAYEE VALIDATION STANDARD-ITEM	4,529	4,765	4,630	5,061	4,829	4,613	4,711	3,932	5,476	5,871	7,235	6,227	5,157
15 0300	MICR CHECK REJECTS > 1% THROUGH 2%	27												27
15 0400	CEO SEARCH	107	117	104	196	242	162	101	110	82	95	64	93	123
15 0410	STOP PAYMENT - ONLINE	10	14	4	25	29	7	17	17	10	21	14	16	15
15 0723	POSITIVE PAY EXCEPTION - CEO IMAGE	1	4	4	3	4	4	10	4	23	9	6	12	7
15 1332	DDA STATEMENT W/IMAGE CLASSIC-ITEM				5	10	2	15	33	15				13
15 1350	WELLSIMAGE PAID CHECK MONTHLY BASE	2	2	2	2	2	2	2	2	2	2	2	2	2
15 1352	DESKTOP DEPOSIT IMAGES RETRIEVED	215	244	181	308	223	256	253	439	194	205	195	287	250
15 1353	WELLSIMAGE PAID CHECK PER CD	2	2	2	2	2	2	2	2	2	2	2	2	2
15 1399	WELLSIMAGE PAID CHECK PER ITEM	4,764	4,629	5,059	4,829	4,607	4,705	3,926	5,474	5,866	7,231	6,226	6,144	5,288
20 0010	ARP MONTHLY BASE - FULL	3	3	3	3	3	3	3	3	3	3	3	3	3
20 0200	ARP REGISTER INPUT CEO - ITEM	77	66	37	98	80	121	132	51	39	132	118	132	90
20 0201	ARP FULL RECON-ITEM	4,817	4,523	4,957	5,069	6,119	4,972	4,839	3,847	5,806	5,514	7,433	6,360	5,355
20 0305	ARP STATEMENT MONTHLY BASE CEO	7	7	7	7	7	7	7	7	7	7	7	7	7
20 0310	ARP OPTIONAL REPORTS	42	42	42	42	42	42	42	42	42	42	42	42	42
20 0399	POSITIVE PAY EXCEPTIONS - ITEM	1	4	4	3	3	3	2	3	22	8	6	9	6
20 9999	ARP AGED ISSUE RECORDS ON FILE-ITEM	20,394	20,360	20,149	20,117	20,158	20,377	20,382	20,204	20,143	19,966	19,814	19,647	20,143
25 0000	ACH MONTHLY BASE	7	7	7	7	7	7	7	7	7	7	7	7	7
25 0102	ACH ONE DAY ITEM-ACH TWO DAY ITEM	11,100	8,647	10,759	11,755	12,019	12,311	10,945	3,758	20,689	12,068	11,652	9,613	11,276
25 0120	ACH ORIGINATED - ADDENDA REC	84												84
25 0201	ELECTRONIC CREDITS POSTED	3,155	3,152	2,672	2,842	3,681	3,582	2,899	2,493	2,378	3,213	3,131	3,100	3,025
25 0302	ACH RETURN ITEM-TRANSMISSION ADVICE	91	25	35	29	27	18	34	65	38	43	36	45	41
25 0400	ACH CEO RETURN SUBSCRIPTION-ACCOUNT	6	6	6	6	6	6	2	2	2	2	2	2	4
25 0501	ACH TRANSMISSION CHARGE	99	80	76	74	73	77	65	65	71	56	59	71	72
25 0620	ACH DELETE - ITEM	7	2	4	2	3	2	4			2	4	2	3
25 0622	ACH EXCEPTION PROCESS-DUPLICAT FILE	7	4	3	4	4	6	5	3	5	4	2	2	4
25 0642	ACH REVERSAL - ITEM	4	2	1	1	5	3	8	1		4	4	2	3
25 0710	ACH FAX SERVICE	91	41	58	49	44	48	47	60	53	43	39	50	52
25 0720	ACH CUSTOMER REPORTS	1		3	1	1	2	2	2		1	1	1	2
25 1010	ACH SPECIAL INVESTIGATION						1	8						5
25 1050	ACH CEO FRAUD FILTER REVIEW MO BASE	18	18	18	18	18	18	18	18	18	18	18	18	18
25 1053	ACH CEO FRAUD FILTER REVIEW - ITEM	29	33	28	25	21	31	24	26	20	20	32	38	27
25 1070	ACH WELLS FARGO NOC - TRANS ADVICE	4	6	3	6	1	8	7	3	4	7	9	4	5
30 0524	CEO TREAS INFO RPT EDI ADDENDA	6,115	5,856	1,762	8,969	8,808	12,084	2,055	2,842	1,807	2,565	4,323	2,306	4,958
35 0104	WIRE-OUTGOING DOMESTIC-CEO	60	55	53	58	53	50	52	64	33	39	49	44	51
35 0113	WIRE - OUTGOING INT'L USD - CEO	10	4	8	10	8	4	8	2	4	2	1	5	6
35 0124	WIRE - BOOK TRANSFER - CEO	3	4	5	15	3	3	7	5	3	2	13	4	6
35 0300	WIRE IN DOMESTIC	29	25	24	21	23	20	18	33	18	23	23	28	24
35 0310	WIRE IN - INTERNATIONAL	5	4	2	9	8	5	9	6	5	6	8	4	6
35 0320	WIRE INTL BOOK TRANSFER CREDIT	1	1	1	2		3	1			1	3	2	2
35 0402	WIRE DETAIL RPT SUBSCRIPTION-ACCT	749	673	1,029	874	791	724	799	782	486	600	715	574	733
35 0411	WIRE MAIL CONFIRMATION	17	10	7	18	13	14	18	19	13	14	16	14	14
35 0560	WIRE INVESTIGATION		1											1
35 9999	WIRE OUT REPAIR SURCHARGE	1				1						1		1
40 0000	CEO PREV DAY SUBSCRIPTION MTHLYBASE	40	40	40	40	40	40	40	40	42	42	42	42	41
40 0001	CEO PREV DAY SUBSCRIPTION DETL ITEM	9,748	9,412	9,350	10,169	9,868	10,299	9,616	7,764	9,874	11,156	11,944	11,269	10,039
40 0002	CEO BASIC BANKING ADDL ACCT-MO BASE	7	7	7	7	7	7	7	7	7	7	7	7	7
40 0003	CEO INTRADAY SUBSCRIPTION MTHLYBASE	46	46	46	46	46	43	43	43	45	45	45	45	45
40 0224	CEO INTRADAY SUBSCRIPTION - ITEM	1,195	2,177	1,481	2,462	422	3,061	1,582	4,044	753	2,263	2,557	646	1,887
40 0231	DESKTOP DEPOSIT REPORT PER ITEM	3,175	2,255	2,572	2,445	2,099	2,144	2,397	2,435	1,675	1,609	1,985	2,858	2,304
40 0222	CEO EVENT MESSAGING SERVICE - EMAIL	438	447	342	365	376	406	353	347	254	348	381	450	376
40 0800	ELECTRONIC WINDOW EXTENDED STOR 90	14,686	13,540	14,148	14,723	13,930	14,983	13,844	11,790	14,595	1,551	16,371	15,983	13,345
40 1001	PHOTOCOPY CUSTOMER SERVICE - ITEM		14						4			1		6
45 0020	SWEEP STAGECOACH INVEST MTHLY BASE	1	1	1	1	1	1	1	1	1	1	1	1	1
45 0403	SWEEP STAGECOACH INVEST ELECTRONIC	24	22	22	23	22	23	21	21	22	21	21	22	22
60 0100	INTERNATIONAL COLLECTION CHARGE								1					1
60 9999	DEPOSITED CHECK CANADIAN	5	2	1	2	2	1		2	2		2		2







EXHIBIT "D"

**UNT Check Volumes FY 2012**

	Student Accounting	Payroll	General Fund
Sep 11	1,415	2,602	2,210
Oct 11	807	4,022	2,406
Nov 11	272	3,025	2,574
Dec 11	352	2,629	2,495
Jan 12	234	1,856	1,842
Feb 12	158	2,436	2,117
Mar 12	124	2,375	2,114
Apr 12	95	2,248	2,486
May 12	144	2,338	2,579
Jun 12	385	1,787	2,458
Jul 12	254	2,082	2,429
Aug 12	117	1,950	2,462
	<u>4,357</u>	<u>29,350</u>	<u>28,172</u>
average	363	2,446	2,348



				Month	Volumes	Unit Price	Charges
A5690010355	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	April 12	2,486.00	0.02000	49.72
A5690010355	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Aug 12	2,462.00	0.02000	49.24
A5690010355	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Dec 11	2,495.00	0.02000	49.90
A5690010355	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Feb 12	2,117.00	0.02000	42.34
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A5690010355	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	July 12	2,429.00	0.02000	48.58
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A5690010355	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	May 12	2,579.00	0.02000	51.58
A5690010355	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Nov 11	2,574.00	0.02000	51.48
A5690010355	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Oct 11	2,406.00	0.02000	48.12
A5690010355	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Sep 11	2,210.00	0.02000	44.20
					28,172.00		
A5690010454	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	April 12	2,248.00	0.02000	44.96
A5690010454	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Aug 12	1,950.00	0.02000	39.00
A5690010454	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Dec 11	2,629.00	0.02000	52.58
A5690010454	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Feb 12	2,436.00	0.02000	48.72
A5690010454	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Jan 12	1,856.00	0.02000	37.12
A5690010454	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	July 12	2,082.00	0.02000	41.64
A5690010454	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	June 12	1,787.00	0.02000	35.74
A5690010454	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	March 12	2,375.00	0.02000	47.50
A5690010454	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	May 12	2,338.00	0.02000	46.76
A5690010454	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Nov 11	3,025.00	0.02000	60.50
A5690010454	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Oct 11	4,022.00	0.02000	80.44
A5690010454	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Sep 11	2,602.00	0.02000	52.04
					29,350.00		
A5690308338	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	April 12	95.00	0.02000	1.90
A5690308338	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Aug 12	117.00	0.02000	2.34
A5690308338	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Dec 11	352.00	0.02000	7.04
A5690308338	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Feb 12	158.00	0.02000	3.16
A5690308338	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Jan 12	234.00	0.02000	4.68
A5690308338	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	July 12	254.00	0.02000	5.08
A5690308338	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	June 12	385.00	0.02000	7.70
A5690308338	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	March 12	124.00	0.02000	2.48
A5690308338	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	May 12	144.00	0.02000	2.88
A5690308338	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Nov 11	272.00	0.02000	5.44
A5690308338	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Oct 11	807.00	0.02000	16.14
A5690308338	DDADS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	Sep 11	1,415.00	0.02000	28.30
					4,357.00		