REQUEST FOR PROPOSAL

Request for Proposal ("RFP") No: 758-25-00092

FOR

Banking Services

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN:

Friday, May 9, 2025, AT 2:30 PM CENTRAL

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The Texas State University System
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Issue Date: 4/10/25

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Section 1 – General Information

1.1 OBJECTIVE

The Texas State University System ("**TSUS**" or "**The System**") is soliciting proposals in response to this Request for Proposal No. 758-25-00092 (this "**RFP**") from qualified financial institutions to provide banking services (the "**Services**"). The System expects to enter into a contract with the selected firm or firms to provide the Services as further described in **Section 5** of this RFP.

Per Section 3.10 of this RFP, firms 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 either through the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA), must be authorized to conduct business in Texas, and must also be able to demonstrate the capacity to meet TSUS requirements as stated in this RFP.

This solicitation sets forth, at a minimum, the specifications, terms, conditions, and requirements to be considered for this solicitation. The System will select the proposal(s) that offers the "best value" based on the published selection criteria and on its ranking evaluation of submitted proposals. Firms that respond to this RFP will be referred to as "**Proposers.**"

1.2 DESCRIPTION OF THE SYSTEM

The Texas State University System, founded in 1911, is the first higher education system that was established in Texas. Beginning as an administrative means to consolidate the support and management of state teacher colleges, The System has evolved into a network of higher education institutions stretching from the Texas–Louisiana border to the Big Bend region of West Texas. Throughout The System, faculty and staff are preparing students to work in and contribute to our global society.

TSUS / The System includes the system administration office ("**TSUS Administration**") and seven (7) member institutions (the "**Institutions**") that offer a broad range of academic and career opportunities:

- TSUS Administration
- Lamar University
- Sam Houston State University
- Sul Ross State University
- Texas State University
- Lamar Institute of Technology
- Lamar State College Orange
- Lamar State College Port Arthur

The Texas State University System is governed by a nine-member Board of Regents appointed by the governor. In addition, a nonvoting student regent is appointed annually to the board. TSUS Administration, which is led by a board-appointed chancellor, is based in Austin, where it provides support to the Institutions and state government.

1.3 BACKGROUND & SPECIAL CIRCUMSTANCES

1.3.1 The Services described in this RFP are directed toward the following five (5) major goals:

1. Efficient and effective utilization of depository technology.
2. Minimization of system-wide depository costs.
3. Assure full insurance and collateralization of TSUS funds.
4. 100% utilization of idle bank-held funds.
5. Mitigate fraud, provide business continuity, and provide safety of TSUS funds.

As an agency of the State of Texas, the safety of the funds and assets of The System is paramount. The use of technology that minimizes manual or time-consuming operations and expedites fund flow will be a continuing effort by The System. During the contract term, the successful Proposer(s) will be expected to bring applicable new technologies and ideas to The System's attention for potential use by the Institutions.

1.3.2 Background Information & General Overview

Proposer's firm must be fiscally strong and able to provide the required Services on an uninterrupted basis. TSUS funds are public funds and fall under provisions of the Public Funds Investment Act and the Public Funds Collateral Act (Texas Government Code Chapters 2256 and 2257). The System desires fully automated transactions, accounting and reporting in its goal of limiting and eliminating paper transactions and manual handling. Dependent upon the rate environment, The System will review the selected Proposer's short term investment rates and may consider bank alternatives or short-term money markets through sweeps.

The Institutions use a combination of ZBA and sub account, as well as general accounts. The Institution's previous years' aggregate ledger balance averages and service volumes are provided in APPENDIX TWO and APPENDIX THREE. (Any data previous to this will not be provided.)

Proposers are encouraged to present services not anticipated by this RFP that will create efficiencies (ref. Sections 8.3, 8.4, and 9.2.2). The System is interested in utilizing the latest and most efficient technology to expedite and streamline cash flows and improve efficiencies at all Institutions.

1.3.3 Exclusions

Merchant services will not be addressed in this RFP or included in any agreement that may result from this RFP.

1.3.4 Master Depository Agreement

The System intends to enter into a Master Depository Agreement ("**MDA**") with one or more Proposers from which the individual Institutions may choose. The MDA is designed to obtain the highest level of service for each Institution of The System, regardless of size or location, to minimize banking costs, to improve operational efficiencies, to maximize investment capabilities, and to provide for the safety of TSUS funds. The MDA is a complete document and though there may be some negotiating on the MDA, the MDA provided in APPENDIX ONE of this RFP is essentially the MDA that The System expects will be executed with each successful Proposer.

The Office of Finance at TSUS Administration will be the main point of contact for contractual and legal issues during the Contract Term and the individual Institutions will be responsible for operational issues.

NOTE: *As the intent of The System is to enter MDAs with multiple Proposers, The System will consider proposals from Proposers that do not service all of the Institutions. Proposals will clearly indicate which Institutions Proposer is able to provide the Services to (ref.* ***Section 8.3.3****).*

1.4 CONTRACT TERM

The base contract term shall be for five (5) years, beginning on the effective date of the Agreement. The System may renew the contract for one (1) additional five (5) year renewal term.

The System intends for Services to be provided seamlessly during any transitional time that may be required after award, if any, of this RFP. The selected Proposer(s) must allow time to put in place any staffing, equipment, supplies, etc. that will be required to begin providing the Services as of September 1, 2025.

1.5 SCHEDULE OF EVENTS

Below is the anticipated schedule of events for this RFP. The System reserves the right to revise this schedule. Any such revision will be formalized by the issuance of a written addendum to the RFP (ref. **Section 2.4**, Clarifications and Interpretations).

Solicitation Event	Anticipated Date
RFP issued	April 10, 2025
Deadline for questions to be submitted by vendors (the "**Question Deadline**")	April 21, 2025
Answers to submitted questions published	April 25, 2025
RFP responses due (the "**Submittal Deadline**")	May 9, 2025, at 2:30 p.m. (Central Time)

1.6 CLASS AND ITEM (NIGP) CODES

The related Class and Item code(s) for goods / services requested are: 946-25

1.7 GROUP PURCHASING AUTHORITY

Texas law authorizes institutions of higher education (defined by Section 61.003, Texas Education Code) to use the group purchasing procurement method (ref. Section 51.9335, Texas Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP.

Texas institutions of higher education ("**IHEs**") routinely evaluate whether a contract resulting from a procurement conducted by another IHE might be suitable for use, and if so, this RFP could give rise to additional purchase volumes. As a result, in submitting its proposal, Proposer should consider proposing a pricing model and other commercial terms that consider the higher volumes and other expanded opportunities that could result from the eventual inclusion of other IHEs in the purchase contemplated by this RFP. Any purchases made by other IHEs based on this RFP will be the sole responsibility of those IHEs.

Section 2 – Notice to Proposers

2.1 PUBLIC INFORMATION

All information, documentation, and other materials submitted in response to this Solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, et seq.) after the Solicitation is completed.

2.1.1 The System strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act*, Chapter 552, *and Texas Government Code*.

2.1.2 Proposer is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise exempted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

2.1.3 Information provided to Proposer by The System, including information from representatives of TSUS or any of its Component Institutions, and information provided to Proposer by members of the public or any other third party shall belong to The System.

2.1.4 Information created or otherwise produced by Proposer shall remain the exclusive property of Proposer. Proposer acknowledges any final report or papers will be provided in accordance with this RFP, and that any information contained in any report or papers, which Proposer believes is confidential under Texas law will be clearly designated as such by Proposer.

2.1.5 If The System receives a request for public information for any portion of any final report or papers that have been designated by Proposer to be confidential, The System will provide notice to Proposer and Proposer may submit a brief to the Office of the Attorney General, as provided by Chapter 552, Tex. Govt. Code.

2.2 POINT OF CONTACT

The System designates the following person as its representative and Point of Contact for this RFP:

Jenn DeLeon
Email: Jennifer.deleon@tsus.edu

The System instructs interested parties to restrict all contact and questions regarding this RFP to **written** communications with the Point of Contact. Proposers shall restrict all contact with The System and direct all questions regarding this RFP in writing to the Point of Contact.

2.3 PROPOSER QUESTIONS

After the RFP is advertised, Proposers will have until the Question Deadline (ref. **Section 1.5**, Schedule of Events) to submit written questions, including questions regarding terms and conditions or for clarification of the proposal, to The System's Point of Contact (ref. **Section 2.2**). All questions submitted and received prior to the deadline will be reviewed, consolidated where possible, and answered in a written addendum. The addendum will be posted on the Texas Electronic State Business Daily (**ESBD**) at: http://www.txsmartbuy.com/sp. Enter "**758**" in the **Agency Number** field to search ESBD for The Texas State University System solicitations. The System will provide responses as soon as practicable following the Question Deadline however, The System reserves the right to decline to respond to any question. It is the Proposer's responsibility to continually check the ESBD for Addenda.

2.4 CLARIFICATIONS AND INTERPRETATIONS

Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued formally by The System as a written addendum. Addenda, if required, will be issued by The System and posted on the ESBD (ref. **Section 2.3**). It is the responsibility of all Proposers to check the status of formal addenda before the submission deadline and to obtain this information in a timely manner. The System intends to issue any required addenda a minimum of five (5) business days prior to the Submittal Deadline (ref. **Section 3.1**) to allow time for Proposers to review information and complete responses. All such addenda issued by The System must be acknowledged by Proposers and incorporated into the RFP response (ref. **Section 7**).

2.5 EVALUATION OF PROPOSALS

It is the intent of The System to award a contract to the responsible, responsive Proposer(s) that submits a proposal meeting the minimum criteria set forth herein, and that represents the best value, per 51.9335 (b) Texas Education Code, to The System. Best value is determined by considering: the purchase price, the total long-term cost to the institution of acquiring the vendor's goods or services, the reputation of the vendor and of the vendor's goods or services, the vendor's past relationship with the institution, the quality of the vendor's goods or services, the extent to which the goods or services meet the institution's needs, and any other relevant factor that a private business entity would consider in selecting a vendor.

2.5.1 Review / Initial Ranking: All properly submitted proposals will be reviewed, evaluated, and ranked by The System according to the Evaluation Criteria provided in **Section 9** of this RFP. Representatives from third party vendors or other outside entities that are currently contract holders with The System (**External Representatives**) may have access to Proposers' submitted proposals and other relevant materials to assist The System in conducting its review.

Upon completion of proposal review, The System will determine an initial ranking of the Proposers. If the initial ranking of the Proposers is reasonably conclusive, The System may make a "best value" selection based solely upon the submitted proposals. If not, then The System may conduct interviews with a "short list" of top-ranked Proposers.

2.5.2 Interviews / Short List Presentations: Upon completion of the initial review, evaluation, and ranking of the proposals, The System may invite one or more Proposers within the competitive range, at the Proposer's expense, to give an oral and / or written presentation and respond to questions. Interviews, at The System's discretion, may be held either on site at The System's offices in Austin, Texas or by video conference.

2.5.3 Best and Final Offers (**BAFOs**): After the initial evaluation process or at the conclusion of oral and / or written presentations but, before final selection of Contractor is made, The System may permit a Proposer to revise its proposal to obtain the Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. The System will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. The System is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to overall, as determined by The System.

2.5.4 Negotiations: If possible, an award will be made without negotiating. If negotiations are necessary, they will be scheduled after all proposals are evaluated. Negotiations will only be held with Proposer(s) who have a reasonable chance of receiving contract award. Proposers are strongly encouraged to submit the best offer at the time proposals are due.

2.6 AWARD OF CONTRACT

2.6.1 A response to this RFP is an offer to contract based upon the best price, terms, conditions and specifications contained herein. Proposals do not become contracts until they are accepted through a purchase order or fully executed contract. Any contract shall be governed, construed and interpreted under the laws of the State of Texas, and TSUS Administration policy as the same may be amended from time to time. Any legal actions must be filed in Travis County, Austin, Texas.

2.6.2 Tie Proposals: Awards will be made in accordance with Rule 1 TAC Section 113.6 (b) and 113.8 (preferences).

2.6.3 Multiple Awards and Utilization: It may be determined that having the Services provided by multiple Proposers is more advantageous to The System. The System reserves the right to make multiple awards against this RFP. The System will only pay for Services utilized and makes no guarantee of a maximum amount to be paid over the course of any contract that may result from the RFP.

2.6.4 No Guarantee of Award: The System makes no warranty or guarantee that an award will be made as a result of this RFP. The System reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies and delete any requirement or specification from this RFP or the Agreement when deemed to be in The System's best interest. The System reserves the right to seek clarification of any item contained in Proposer's proposal prior to final selection. Such clarification may be provided by telephone or personal meetings with or in writing to The System, at The System's discretion. Representations made by Proposer within its proposal will be binding on Proposer. The System will not be bound to act by any previous communication or response submitted by Proposer, other than this RFP.

2.7 THE SYSTEM'S RESERVATION OF RIGHTS

The System may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. The System reserves the right to divide the Project into multiple parts, to reject any and all proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the Project. The System makes no representations, written or oral, that it will enter into any form of agreement with any Proposer to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

2.8 ACCEPTANCE OF EVALUATION METHODOLOGY

By submitting its proposal in response to this RFP, Proposer accepts the evaluation process and acknowledges and accepts that the determination of the "best value" firm(s) will require subjective judgments by The System.

2.9 NON-REIMBURSEMENT FOR COSTS

Proposer acknowledges and accepts that any costs incurred from the Proposer's participation in this RFP process shall be at the sole risk and responsibility of the Proposer. Proposers submit proposals at their own risk and expense.

2.10 CONFLICTS/CONTACT

Proposers shall not contact existing members of the TSUS Board of Regents or employees of The System, including those of the Institutions, about this RFP until the resulting contract(s), if any, are fully executed.

2.11 OWNERSHIP AND USE OF WORK MATERIAL

All work material, whether accepted or rejected by The System, is the sole property of The System and for its exclusive use and re-use at any time without further compensation and without any restriction.

2.12 TERMINATION / CANCELLATION

The System may terminate any resulting agreement for any reason, including material changes to selected Proposer's firm, upon thirty (30) days written notice to the other party.

2.13 CERTIFICATE OF INTERESTED PARTIES

Pursuant to Texas Government Code 2252.908 and Texas Ethic Commission Rule 46, for contracts that either have a value of at least $1 million or require approval of the TSUS Board of Regents, a business entity (vendor) must submit a copy of the Disclosure of Interested Parties (Texas Ethics Commission Form 1295) filed with the Texas Ethics Commission when the business entity submits the signed contract. No such contract may be presented to the TSUS Board of Regents for approval without the disclosure. By submitting a proposal in response to this RFP, Proposer agrees to comply with this law. Information on the Disclosure of Interested Parties can be found at: https://www.ethics.state.tx.us/filinginfo/1295/

Section 3 – Requirements of Proposal

3.1 PROPOSAL SUBMITTAL DEADLINE AND LOCATION

The System will receive proposals for this RFP at the time and location described below. The Proposer (not The System, the carrier, mail service/courier, or other party) is solely responsible for ensuring that the proposal is received by the Point of Contact, in the format described below (ref. **Section 3.3**), **prior** to the Submittal Deadline.

Submittal Deadline: Friday, May 9, 2025, at 2:30 PM CENTRAL

The Texas State University System
Attn: Jenn DeLeon
601 Colorado Street
Austin, Texas 78701
Re: RFP 758-25-00092

NOTE: A public opening of responses will not be conducted for this RFP.

3.2 HISTORICALLY UNDERUTILIZED BUSINESSES

It is the policy of The System to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (**HUBs**). Accordingly, The System has adopted a policy on the Utilization of Historically Underutilized Businesses. The policy applies to all contracts with an expected value of $100,000 or more. If The System determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the proposal. Failure to submit a required HUB Subcontracting Plan form will result in rejection of the proposal.

3.2.1 The System has determined that subcontracting opportunities are not probable under this RFP.

3.2.2 A HUB Subcontracting Plan is not required for this RFP.

3.3 PROPOSAL FORMAT AND REQUIRED COPIES

3.3.1 **Unacceptable Proposal Delivery Methods**: The System will not accept proposals in response to this RFP that are submitted by telephone, facsimile (fax) transmission, or electronic mail.

3.3.2 **Proposal Envelope/Box/Container**: Proposal must be placed in a sealed envelope, box, or container that is completely and properly identified with the name of Proposer's firm, RFP number, due date and time. It is the Proposer's responsibility to have the proposal correctly marked, addressed and delivered to The System by the Submittal Deadline for receipt by the Point of Contact.

3.3.3 **Format for Proposal:** Proposer shall make every effort to present the required information in a detailed, orderly, and compact presentation. Proposer should provide visual examples of functionality to clarify and reinforce key product features and services. Long or elaborate proposals are not desired. Sections will be tabbed and clearly labeled for ease of review and evaluation.

Proposer should submit the complete proposals, both the paper and electronic copies, using a format substantially like the following in terms of order of content:

A. Cover Page
B. Table of Contents
C. Executive Summary of Proposal
D. Pricing and Delivery Schedule (ref. **Section 6**)
E. Execution of Offer (ref. **Section 7**)
F. Proposer's Questionnaire (ref. **Section 8**)
G. Additional Questions Specific to RFP (ref. **Section 9**)
H. General Terms & Conditions of Contract (ref. **Section 10**)
I. Draft MDA (ref. **APPENDIX ONE**)
J. Add additional items as needed (i.e. responses to questions and requests for information in the RFP)
K. Supplemental Information: Proposer may submit any additional information Proposer feels is relevant to the proposal. This information must be clearly labeled as "Supplemental Information" and in a separate tabbed section of the proposal.

<u>NOTE:</u> Proposers are responsible for submitting all required information as requested in this RFP. The above listing of items to be included in the proposal submission is a summary provided to aid Proposers in putting together the proposal package. Any items stated in other Sections of the RFP, but not listed in this Section, are still required to be provided as part of the proposal submission.

3.3.4 **Required Copies:** Proposer must submit (a) one (1) complete paper copy of its <u>entire proposal</u>, and (b) one (1) USB flash drive with the individual and separate files as described below. The USB flash drive must include a protective cover and be labeled with Proposer's name and the RFP number. An original signature by an authorized officer of Proposer's firm must appear on the <u>Execution of Offer</u> (ref. **Section 7**) included in the submitted proposals, both paper and electronic.

The USB flash drive must contain the following five (5) <u>individual and separate</u> files:

A. One (1) complete electronic copy of the <u>entire proposal</u>, in a single .pdf file
B. One (1) electronic copy of the proposal in a single .pdf file that <u>**does not**</u> contain pricing information relative to **Section 6**
C. One (1) redlined electronic copy of APPENDIX ONE in an editable format (i.e. Microsoft Word)
D. One (1) electronic copy of all proposed fees (ref. **Section 6.1A**) for Services and one (1) copy of Proposer's Full List of Fees (ref. **Section 6.1B**) in an editable format (e.g. Microsoft Excel and Word).

3.4 PRICING

Proposer shall provide all-inclusive pricing as requested in **Section 6** of this RFP. All pricing must be in United States Dollars.

3.5 EXECUTION OF OFFER

Proposer must complete, sign and return the attached Execution of Offer (ref. **Section 7**) as part of the proposal. The Execution of Offer must be signed by an authorized officer of Proposer's firm duly authorized to bind the Proposer to its proposal. Failure to sign and return the Execution of Offer will result in the rejection of the proposal.

3.6 PROPOSER'S QUESTIONNAIRE

Proposer must completely answer all questions asked in **Section 8** (Proposer's Questionnaire). By submitting a proposal, Proposer certifies that, to the best of its knowledge, all responses are true, correct and complete.

3.7 ADDITIONAL QUESTIONS SPECIFIC TO RFP

Proposer must completely answer all questions asked in **Section 9** (Additional Questions Specific to RFP). By submitting a proposal, Proposer certifies that, to the best of its knowledge, all responses are true, correct and complete.

3.8 GENERAL TERMS AND CONDITIONS OF CONTRACT

Proposer must completely answer all questions asked in **Section 10** (General Terms and Conditions of Contract). Any proposed changes or additions to The System's intended agreement for the Services (ref. **APPENDIX ONE**) must be submitted with Proposer's proposal in the form of a redlined APPENDIX ONE with track changes engaged and comments to support Proposer's requested change(s) included.

3.9 VALIDITY PERIOD

By submitting a proposal in response to this RFP, Proposer accepts that the proposal will remain valid for a minimum of one-hundred twenty (120) days after the submittal deadline to allow time for evaluation of proposals, award determination, and any unforeseen delays.

3.10 MINIMUM REQUIREMENTS

In response to this section, each proposal must include information that clearly demonstrates that Proposer meets each of the following minimum qualification requirements:

A. Proposer must be in good standing with the State of Texas Comptroller in accordance with Section 2252.903 of the Texas Government Code.
B. Proposer must be insured either through the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA).

C. Proposer must be a financial institution authorized to conduct business in Texas (by a state or federal charter – e.g. registered by the Texas Secretary of State) to act as a depository for The System.

Section 4 – Terms & Conditions of Proposal

The items below apply to and become a part of the proposal. Exceptions cannot be taken to the RFP document itself, nor can it be redlined. These actions may result in Proposer's disqualification. Only additions / modifications to **APPENDIX ONE** (ref. **Section 10**) will be subject to consideration by The System.

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

4.1 PROPOSAL REQUIREMENTS AND GENERAL INSTRUCTIONS

4.1.1 **Rules, Regulations & Statutes**: The System is an agency of the State of Texas. Proposers must comply with all rules, regulations, and statutes relating to purchasing of the State of Texas, The Texas State University System Rules and Regulations, in addition to the Terms and Conditions of this form. Upon engagement, any successful Proposer shall confirm its compliance with all necessary State and/or Federal requirements relative to work performed.

4.1.2 **Submittal Deadline Exception:** If The System is closed due to inclement weather and/or emergency situations on the designated Submittal Deadline, the Submittal Deadline will default to the next open business day at the same time.

4.1.3 **Late or Unsigned Proposals:** Late and/or unsigned proposals will not be considered under any circumstances. Person signing the proposal must have the authority to bind Proposer's firm in a contract. The Proposer (not The System, the carrier, mail service/courier, or other party) is solely responsible for ensuring that the complete proposal is received in The Texas State University System's Office prior to the specified opening date and time.

4.1.4 **FOB Designation:** Shipping terms will be FOB Destination, freight prepaid and allowed unless otherwise stated within the specifications.

4.1.5 **Pricing:** Proposal prices are requested to be firm for The System acceptance for one hundred twenty (120) days from proposal opening date (unless otherwise stated in specifications). Proposers must price per unit shown. Unit prices shall govern in the event of extension errors. "Discount from list" proposals are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts will be taken if earned. All costs/pricing must be provided in United States dollars. The System will not recognize or accept any charges or fees to perform Services that are not specifically stated in the Pricing and Delivery Schedule.

4.1.6 **Tax Exempt:** Purchases made for State use are exempt from the State Sales tax and Federal Excise tax, per Texas Tax Code, Section 151.309(4). Do not include tax in the proposal.

4.1.7 **Right to Accept or Reject:** The System reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interests of The System and the State of Texas.

4.1.8 **Withdrawal:** Any proposal may be withdrawn prior to the date and time set for receipt of proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide the commodity or service set forth in the specifications, or until a selection has been made by The System.

4.1.9 **Proposal Costs:** Proposers electing to respond to this RFP are responsible for any and all costs of proposal preparation. The System is not liable for any costs incurred by a Proposer in response to this RFP.

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

4.1.11 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by The System, at The System's sole discretion.

4.2 SPECIFICATIONS

4.2.1 **Brand Name Descriptive**: Catalogs, brand names or manufacturer's references indicate the type and quality required by The System. Proposals on brands of like nature and quality <u>will not</u> be considered unless otherwise stated in the RFP. If proposing other than brand referenced, proposal will show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the proposal.

4.2.2 **New Items**: Unless otherwise specified, items shall be new and unused and of current production.

4.2.3 **Samples**: Samples, when requested, must be furnished free of expense to the State. Each sample should be marked with the Proposer's name, address, and RFP number. Do not enclose in or attach proposal to sample. All samples become the property of The System.

4.2.4 **Oral Statements**: The System will not be bound by any oral statement or representation contrary to the written specifications of the RFP.

4.2.5 **Manufacturer's Warranty**: Manufacturer's standard warranty shall apply unless otherwise stated in the RFP.

4.2.6 **Warranty-Product**: Proposer shall not limit or exclude any implied warranties and any attempt to do so shall render any potential contract voidable at the option of The

System. Proposer warrants that the goods proposed and furnished will conform to the specifications, drawings, and descriptions listed in the RFP, and to the sample(s) furnished by Proposer, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

4.2.7 **Secure Erase of Hard Disk Capability**: All equipment provided to The System that is equipped with hard disk drives (i.e., computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such equipment, either at the end of the equipment's useful life or the end of the related services agreement for such equipment, in accordance with 1 TAC § Chapter 202.

4.3 NON-DISCLOSURE

No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of The System.

4.4 CONFLICTS

In event of a conflict between standard proposal requirements and conditions and the attached detailed specification, the detailed specification shall govern.

4.5 PROPOSER AFFIRMATION

Submitting a proposal with a false statement is material breach of contract and shall void the submitted proposal or any resulting contracts, and the Proposer shall be removed from all proposal lists. By submitting a proposal, the Proposer herein affirms:

4.5.1 **Vendor Ethics - Gratuities**: As an agency of the State of Texas, The System holds the trust of the public. All Proposers and persons doing business with The System must provide the highest level of ethics and service in all business interactions. A Proposer shall not give, offer to give, nor intend to give at any time any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to an employee of The System that might reasonably appear to influence the employee in the discharge of official duties. The System may, by written notice to the Proposer, cancel any resulting contract without incurring liability if it determined that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent or representative of the Proposer, to any officer or employee of The System or its Components with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event any contract resulting from this RFP is cancelled by The System pursuant to this provision, The System shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Proposer in providing such gratuities.

4.5.2 If Proposer is a taxable entity as defined by Chapter 171, Texas Tax Code ("Chapter 171"), then Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out –of–state taxable entity that is not subject to those taxes, whichever is applicable.

4.5.3 Neither the Proposer nor the firm, corporation, partnership, or institution represented by the Proposer, 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 proposal made to any competitor or any other person engaged in such line of business.

4.5.4 Under Section 2155.004, Texas Government Code, a state agency may not accept a proposal or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the proposal or contract is based. By submitting a proposal in response to this RFP, Proposer certifies and affirms that: 1) Proposer has not received compensation for participation in the preparation of the specifications for this RFP; and 2) 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 this certification is inaccurate.

4.5.5 If applicable, pursuant to Texas Family Code, Title 5, Subtitle D, Section 231.006(d), regarding child support, the Proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that any contract resulting from this RFP may be terminated, and payment may be withheld if this certification is inaccurate. Furthermore, any proposer subject to Section 231.006 must include the names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the proposal. If awarded this RFP, Proposer will provide this information to The System prior to contract execution.

4.5.6 Pursuant to Section 2155.004 Texas Government Code regarding collection of state and local sales and use taxes, the Proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and/or payment withheld if this certification is inaccurate.

4.5.7 Proposer agrees that any payments due under any resulting contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

4.5.8 Proposer certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 does not apply, Proposer will state “not applicable” in response to this Section. If Section 669.003 applies, Proposer will submit the following information in response to this Section with their response in order for the proposal to be evaluated:

Name of Former Executive: ____

Name of State Agency: ____

Date of separation from State Agency: ___________________________________

Position with Proposer: ____

Date of Employment with Proposer: ______________________________________

4.5.9 Proposer represents and warrants that Proposer's provision of services or other performance under any contract resulting from this RFP will not constitute an actual or potential conflict of interest and represents and warrants that it will not reasonably create even the appearance of impropriety.

4.5.10 Proposer and any of its principals (including, but not limited to, an owner, proprietor, sole or majority shareholder, director, president, or managing partner) are not debarred, suspended, or otherwise excluded from doing business with The System.

4.5.11 Proposer certifies that if a Texas address is shown as the address of the Proposer on its proposal, Proposer qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.

4.6 TERMS AND CONDITIONS ATTACHED TO RESPONSE

Any terms and conditions attached to the proposal will not be considered unless referred to in the proposal (ref. **Section 10**).

Section 5 – Scope of Work

The purpose of this RFP is to solicit proposals to enter into a contract with a qualified and experienced firm(s) to obtain timely and professional Services as described herein. The successful Proposer(s), if any, is referred to as the "**Contractor**." Services described in this RFP will be provided to, and on behalf of, The System which includes TSUS Administration and the Institutions. Each Institution will have the option to independently select the Contractor and Services that provide best value for that Institution. An Institution of The System that elects to participate in an MDA (a **Participating Institution**) will coordinate the initiation, and any payment, of Services directly with Contractor.

Any or all TSUS funds may be maintained and invested by The System outside the selected Contractors. The System will be under no obligation to maintain time or demand funds with Contractor's firm except when fees are paid under a compensating balance basis, or an interest-bearing checking account is desired.

The System reserves the right to use a third-party auditor to review TSUS' accounts, collateral, transactions, and bank records at any reasonable time. Proposer agrees to this condition through its submission of a response to this RFP.

Proposers shall submit a complete response to all requirements and specifications set forth in this RFP. Proposers may expand or offer any additional suggestions and / or services that their firm feels may benefit The System in addition to the requirements listed in this RFP.

Contractor will provide the following Services:

5.1 Services to be provided by the Contractor include, but are not limited to:

5.1.1 Account Management Services:

A. Daily account monitoring and reporting.

B. Online banking capabilities, including wire transfers, ACH transactions, and real-time account balances, accessible and executable through secure and efficient means.

C. Robust fraud detection and prevention services to prevent unauthorized transactions and activity.

D. Provision of armored car services for cash deposits and withdrawals is preferred but not required.

5.1.2 Depository Services:

Contractor will provide a full range of depository services including, but not limited to, handling of checks, cash / coin, and electronic deposits, detailed deposit reporting, and daily delivery of detailed ACH remittance advice notifications. Remote deposit capture services are preferred.

Contractor will provide same bank day credit on all coin and currency deposits, and on-us checks (i.e. checks drawn on the bank). All cleared deposits received by the Contractor's established deadline and in accordance with Contractor's availability schedule must be processed in accordance with that availability schedule or an expedited schedule as offered by the Contractor. The Contractor shall guarantee immediate credit on all incoming wire transfers. Failure to credit the Participating Institution's accounts in a timely fashion will require interest payment reimbursement to the Participating Institution at the then-current daily Fed Funds rate may permit The System to terminate its MDA with Contractor due to non-performance.

5.1.3 Withdrawals and Payments:

Contractor will provide a full range of withdrawal / payment services including, but not limited to, check issuing services, including positive pay and other fraud prevention measures; electronic fund transfer services, such as ACH payments; and electronic payment confirmation services. Examples of required Services include:

A. Standard disbursing services for all accounts.

B. Positive payee services for all its checks and accounts.

C. A fully secure and automated, web compatible transmission process. Transmissions will be made as part of each check run or manual check written. Manual check information must be able to be entered and transmitted online.

D. ACH (Automated Clearing House) services.

E. Wire transfers, both domestic and foreign, by secure and efficient means.

F. Overdraft Protection

G. An efficient and timely stop-pay process, preferably automated.

H. Payment of all Participating Institution staff and student checks without charge upon presentation.

5.1.4 Liquidity Management:

Participating Institutions may want to sweep balances, preferably automated, for all or part of the Contract Term, to a money market mutual fund or other similar options, as authorized by state law and as permitted by TSUS policy.

5.1.5 Reporting and Reconciliation:

Contractor will provide:

A. Monthly Account Statements and Account Analysis Statements.

- **Account Statements**: Contractor must provide Participating Institutions with monthly account statements on all accounts with complete supporting documentation. All accounts must be on a calendar month cycle.

- **Account Analysis Statement**: A monthly account analysis statement must be provided for each account and on a consolidated basis for each Participating Institution. It is preferred that Contractor debit the account on an annual basis to account for the earning credit rate (ECR) to manage the activity and balance fluctuations.

  At a minimum, the account analysis will detail balances, Earnings Credit Rates earnings, if any, specific services used, service volumes, unit prices, and total fees or required balances. A complete account analysis will be required monthly regardless of the payment basis.

Timeliness of account statements and account analysis is critical; late or non-performance may permit The System to terminate its MDA with Contractor.

B. Customizable reporting tools for account activity, including transaction details.

C. Account reconciliation.

D. Prior-day statements, containing transaction and balance information, in a standardized file format (BA12).

E. Timely access to prior and intra-day detail and balance reporting information. Timely access to information will require automation within the various service areas such as ACH, reconciliation, and EDI (Electronic Data Interchange). Imaging 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.

F. Minimum automated daily reporting services shall include:

- prior day summary and detail balance reporting on all accounts,
- intra-day detail reporting on most accounts,
- initiation and monitoring of stop pays,
- initiation and reporting of positive payee and exception transactions,
- initiation and monitoring of wire transfers and ACH,

- initiation and monitoring of internal transfers and wires,
- any fraud notifications on an intra-day or previous day report, and
- checks outstanding.

5.1.6 Compliance and Security

Contractor will:

A. Comply with all relevant and applicable financial and banking regulations and standards.

B. Provide robust security measures for Participating Institution's online banking, transaction processing, and data protection.

C. Be responsible for notifying TSUS Administration within thirty (30) days of any change in its credit rating during the Contract Term.

D. Comply with then current TSUS Depository Funds policy. (found online at: https://www.tsus.edu/about-tsus/policies.html)

5.2 Full Collateralization of Deposits

Pursuant to State law and in accordance with TSUS policy, Contractor will obtain and maintain acceptable (per applicable Texas law ref. Section 1.3.2) collateral to cover all time and demand deposits above FDIC or NCUA coverage daily during the Contract Term.

5.2.1 All time and demand deposits of Participating Institution funds deposited in any bank must be fully federally insured and collateralized continuously in accordance with TSUS Depository Funds Policy and in conformance with the Texas Public Funds Collateral Act.

5.2.2 The TSUS Master Depository Agreements shall be executed in accordance with the Federal Financial Institutions Resource, Recovery, and Enforcement Act (FIRREA), which requires a written agreement and a resolution from the bank board or bank loan committee (ref. **Exhibit A** of **APPENDIX ONE**).

5.2.3 At a minimum, the market value of the collateral will equal 102% of the total value of principal and accrued interest of the deposits. The pledging financial institution shall be contractually liable for maintaining this margin daily.

5.2.4 Collateral pledged to secure deposits shall be held by an independent financial institution outside the holding company of the Contractor in accordance with a safekeeping agreement signed by authorized representatives of the Participating Institution, the Contractor, and the custodian. All collateral shall be subject to inspection and audit by The System or its independent auditors during reasonable business hours.

5.3 Compensation and Fees

Participating Institutions will have the option to pay for the Services on either a compensating balance or a fee basis (or a combination of the two) based on the fees provided by Contractor in response to the RFP. Participating Institutions will have the option to switch between payment methodologies throughout the Contract Term upon provision of written notice (a minimum of twenty (20) calendar days) to the Contractor. The requested change will commence on the first day of the following month.

If a Participating Institution selects a compensating balance basis, Contractor agrees to offset monthly service fees against the earnings credit balances for the deposit balances. The account analysis should include a carry-over of credits for an entire calendar year, and charged annually, regardless of the payment basis for each Participating Institution.

If specific fees required for provision of any of the RFP Services are not identified in Contractor's Proposal, Contractor may not charge such fees and Participating Institutions will not be responsible for such amounts.

Participating Institutions will have ten (10) business days from the receipt of the account analysis to dispute any charges. Any disputed charge will be removed until the dispute is resolved by the parties.

5.4 Additional Related Services

Additional banking services Contractor <u>currently</u> offers but are not contemplated by The System under this RFP, may be considered for use during the Contract Term if mutually agreed upon in writing by both parties.

If such additional services are requested / initiated later in the Contract Term, the services and charges stipulated in the Contractor's Proposal in response to the RFP will be applied.

5.5 Perform additional duties, tasks or services not specifically identified but related to the Services described in this RFP, including the incorporation of any new services introduced by Contractor or emerging technologies related to the Services described in this RFP during the Contract Term, if needed and when mutually agreed upon in writing by both parties.

If such additional duties, tasks, or services are requested / initiated later in the Contract Term, if no fee category exists in Contractor's Proposal, the lesser of a negotiated fee or the standard charge for such services as published by the Contractor will apply.

Section 6 – Pricing & Delivery

Proposer shall include in response to this Section any and all costs associated with the Services (at a firm fixed price) as requested in **Section 5** or any other part of this solicitation. Pricing must be in United States Dollars and is considered all inclusive.

Proposer must fully detail all fees and charges in response to this section. Every effort has been made in the RFP to identify the existing services and historical service volumes to familiarize Proposers with differences in volumes and services between the Institutions. It is recognized that service definitions and coding differ between banking institutions. For the avoidance of doubt, standard Association for Financial Professionals ("AFP") coding and standard definitions are provided. Fees provided by Proposer for services must include all service and fee categories attendant to that service and each should show the applicable AFP Code.

Indicate fee(s) to be charged to Participating Institutions for provision of Services:

6.1 PRICING FOR SERVICES

A. Proposer will use **APPENDIX THREE – Consolidated Service Volumes & Proposed Fees** (see separate attachment) to provide the fees for Services that the Participating Institutions will be billed for. The AFP code is provided where known.

   For evaluation purposes, The System will determine the total annual cost, using the provided service volumes and Proposer's proposed fees, to evaluate Proposer's pricing submission for **Section 6**.

B. Provide any additional service codes / fees in a separate editable file (i.e. Microsoft Word or Excel) titled "**Section 6 – Full List of Fees**" for The System's consideration. Fees not presented in the proposal will not be accepted or paid during the Contract Term for the Services described in this RFP unless the scope or nature of the service has changed, and only then after entering into a signed written agreement with The System. Therefore, Proposer is advised to submit a full listing of all service fees, even if the service is not among those requested by The System in this RFP.

6.2 DELIVERY

Indicate number of calendar days needed to commence performance of the Services after contract execution:

_______________ Calendar Days

6.3 INVOICING: Invoices will be submitted to Participating Institutions by electronic means and must contain the resulting Agreement number and supporting documentation for the invoiced amounts as described in the Agreement.

6.4 PAYMENT TERMS: The System's standard payment terms are "net 30 days" as mandated by the *Texas Prompt Payment Act* (ref. Chapter 2251, *Government Code*).

Indicate below the prompt payment discount that Proposer offers:

Prompt Payment Discount: _____%_____days/net 30 days.

The System, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with §151.309, *Tax Code*, and Title 34 TAC §3.322. Pursuant to 34 TAC §3.322(c)(4), The System is not required to provide a tax exemption certificate to establish its tax exempt status.

Section 7 – Execution of Offer

Proposer shall complete, sign, and submit this Execution of Offer with its proposal response. The Execution of Offer must be signed by an authorized officer of Proposer duly authorized to bind the Proposer to its proposal. Failure to sign the Execution of Offer will result in the rejection of proposal.

7.1 In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any and all commodities or services at the prices quoted.

7.2 By signature hereon, the offeror hereby certifies that he/she is not currently delinquent in payment of any franchise taxes owed the State of Texas under Chapter 11, Tax Code.

7.3 By executing this offer, offeror represents and warrants that he/she has not given, offered, or intends to give at any time hereafter, any economic opportunity, future employment, gift loan, gratuity, special discount, trip, favor, or service to public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the offeror shall be removed from all proposal lists.

7.4 By the signature hereon affixed, the offeror hereby certifies that neither the offeror nor the firm, corporation, partnership, or institution represented by the offeror or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal anti-trust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. By signing this offer, offeror certifies that if a Texas address is shown as the address of the offeror, offeror qualified as a Texas Resident Proposer as defined in Rule 1 TAC 113.8.

7.5 Acknowledgement of Addenda: The undersigned Proposer hereby acknowledges receipt of the following Addenda issued as a part of this solicitation (initial only if applicable).

No. 1 ______ No. 2 ______ No. 3 ______ No. 4 ______ No. 5 ______

Note: If there was only one (1) Addendum issued, initial just the first blank after No. 1, <u>not</u> all five (5) blanks above.

Federal Employer Identification Number (FEIN): ___________________________

Proposer/Company: ____

Signature: _______________________________________ Date: _____________

Name (typed/printed): ____

Title: ____

Address:____

Telephone Number: __________________________ E-mail: __________________________

Section 8 – Proposer's Questionnaire

Proposer understands and acknowledges that in selecting a Contractor, The System will rely in part on the answers provided in response to this Section. Accordingly, Proposer certifies that to the best of its knowledge, all responses are true, correct and complete.

All Proposals submitted must contain full and complete responses to each of the following questions about Proposer's firm ("**Company**"). Proposer must demonstrate the ability to successfully provide the Services. If a Proposer cannot meet any qualifications or responsibilities, it must state that, and when appropriate, offer an alternative response. Failure to respond to any item listed may disqualify the Proposal.

8.1 COMPANY PROFILE

8.1.1 Provide the following information:

Legal name of Company	
Federal Tax ID #	
State of incorporation	
Identify the organizational status of the Company (i.e., corporation, partnership, or sole proprietorship). Include: • date of incorporation, • name of corporate president / principals	
Address of principal place of business	
Address of office that would be providing service under the Agreement	
Number of Employees	
Annual Revenue	
Name of Parent Corporation (if any)	

***NOTE*: *If Proposer is a subsidiary, The System prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation*.**

8.1.2 State whether Proposer will provide a copy of Company financial statements for the past two (2) years, if requested by The System.

8.1.3 Provide financial rating of Company and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.

8.1.4 Provide a brief history of the Company. Indicate the number of years the Company has provided the type of services for which this proposal is submitted.

8.1.5 Is the Company licensed to solicit business in the State of Texas? If yes, include a copy of the license(s).

8.1.7 Disclose any relationships between Company and employees of The System:

A. Is there any current or past relationship(s), including familial relationships through marriage or consanguinity, business relationships, capital-funding agreements or arrangements, or any other such similar business or personal relationship(s), between the Company and any employee, officer or Regent of The Texas State University System, including the Institutions? If yes, please explain.

B. Does the Company have any current or former employees who are / were employees of The Texas State University System or Component Institutions? If yes, please explain.

C. Does the Company have any proposed personnel who are, or are related to, current or former employees of The Texas State University System, including the Institutions? If yes, please explain.

8.1.8 Is the Company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

8.1.9 Is the Company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

8.1.10 Provide any details of all past or pending litigation or claims filed against the Company that would negatively impact the Company's performance under any agreement with The System.

8.1.11 Provide the name, title, email and telephone number of the individual who will serve as the primary day-to-day contact for The System should a contract be awarded to Company.

8.2 QUALITY OF SERVICE

8.2.1 Discuss how Company maintains relationships with clients and provides high-level customer service to clients.

8.2.2 Describe the Company's plan to maintain effective communication with The System.

8.2.3 Will Company provide performance metrics (quarterly or yearly) to The System including suggested improvements and future roadmaps? If so, explain.

8.2.4 Describe the types of reports or other written documents Company will provide (if any) and the frequency of reporting, if more frequent than required in this RFQ. Include samples of reports and documents if appropriate.

8.2.5 Describe any difficulties Company anticipates in performing its duties under the Agreement with The System and how Company plans to manage these difficulties. Describe any assistance Company would require from The System.

8.3 MISCELLANEOUS

8.3.1 Provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to The System. Additional services or benefits must be directly related to the goods and services solicited under this RFP. Any additions, changes, or suggestions should be clearly described and defined in response to this section and included in Agreement redlines (ref. **Section 10**), for The System's consideration.

8.3.2 Provide details describing any unique or special services or benefits offered or advantages to be gained by The System from doing business with Company. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

8.3.3 **Services Areas**: The System's Institutions operate multiple campuses across Texas. More information can be found online (https://www.tsus.edu/institutions.html). Indicate which locations Proposer can provide the Services to by checking the appropriate boxes below:

Locations		Yes	No
TSUS Administration	Austin		
Lamar University	Beaumont		
Sam Houston State University	Huntsville		
	Conroe		
	The Woodlands		
Sul Ross State University	Alpine		
	Del Rio		
	Eagle Pass		
	Uvalde		

Locations		Yes	No
Texas State University	San Marcos		
	Round Rock		
Lamar Institute of Technology	Beaumont		
Lamar State College Orange	Orange		
	Lumberton		
Lamar State College Port Arthur	Port Arthur		

8.3.4 Indicate whether the Company intends to subcontract any of the work associated with the performance of the Services. If so, describe the roles of such subcontractors and Company's process in working with and integrating them into the successful performance of the Services.

NOTE: If Proposer intends to subcontract any of the work in this RFQ and is selected for contract award, regardless of the HUB Subcontracting Plan (HSP**) submittal requirement for this RFP (ref. **Section 3.2**), Proposer must submit a completed HSP to The System prior to execution of any Agreement regardless of whether Proposer is a certified Texas HUB or not.*

Visit the Texas Comptroller of Public Account's webpage (https://comptroller.texas.gov/purchasing/vendor/hub/forms.php) to download the current "HUB Subcontracting Plan Form."

8.4 ADDITIONAL CONSIDERATIONS

Describe any additions or changes to the Scope of Work that Company would suggest to successfully meet the objective of this RFP or that may be of benefit to The System. Any additions, changes or suggestions should be clearly described and defined in response to this section and included in Agreement redlines (ref. **Section 10**), for The System's consideration. The System reserves the right to incorporate any such additions, changes, or suggestions into the Agreement.

Section 9 – Additional Questions Specific to RFP

The Proposer recognizes that in selecting a Contractor, The System will rely in part on the answers provided in response to this Section. Accordingly, Proposer certifies that to the best of its knowledge, all responses are true, correct and complete. The System reserves the right to contact each reference or contact name listed in response to this RFP at any time and shall be free from any liability to Proposer for conducting such inquiry. Failure to respond to any item in this section may disqualify the Response.

Per **Section 2.5** the RFP Evaluation Criteria, and relative weights of each, that will be used to evaluate Proposals are as follows:

Evaluation Criteria	Weight
Proposed Pricing	20%
Vendor Experience & Service Quality	20%
Technology and Security	20%
Financial Stability and Considerations	10%
Implementation & Related Costs	30%
Total:	**100%**

When considering 'best value' and award, The System reserves the right to set a minimum score requirement regarding the non-cost criteria listed in the table above.

Narratives provided in response to the criteria listed below must address the specific items noted with each criterion. Proposer must demonstrate the ability to successfully provide the Services. Proposer should note that, unless expressly permitted by this RFP, any of the following may lead to disqualification or affect scoring:

- Failure to fully disclose requested information;
- Failure to submit requested information, using the same numbering format and in the order asked below;
- Incomplete, inaccurate, materially misleading, or non-responsive submissions; or
- Conditional or qualified submissions (i.e., "to our knowledge", "to the extent of available information", "such information is not readily available", "such information is not maintained in the manner requested", etc.) to requests or questions posed.

Proposer should use particular care in its responses to identify if any Service or level of Service is not available at each Institution because of geographic or logistic differences. Any difference in Service level or delivery between locations must be clearly identified and described.

To be considered, Proposer must submit the following information as part of Proposer's proposal:

9.1 VENDOR EXPERIENCE & SERVICE QUALITY

9.1.1 Provide references from three (3) of Proposer's current customers, preferably comparable higher education clients, that Proposer provides services that are similar in scope, size, and complexity to the Services described in this RFP. *References from local customers obtaining services from branches in the same geographic locations as the Institutions are preferred.* Provide the following information for each customer:

- Customer name and address;
- Contact name with email address and phone number;
- Length of time under contract; and
- Short description of work performed.

9.1.2 Has Proposer worked with System Administration or one of the Institutions in the past five (5) years? If "yes," provide the name / email address of Proposer's contact and a brief description of work performed.

9.1.3 How does the Proposer intend to support the ongoing operational and technical needs of The System as well as the needs of the individual Institutions?

9.1.4 What, if anything, is distinctive about the Proposer's responsiveness for resolving errors/issues? Provide average response times and other relevant metrics.

9.1.5 Provide a detailed overview of the team members who will be assigned to support this account, including their roles, experience, and primary responsibilities.

9.1.6 Describe the Proposer's disaster recovery and business contingency programs in a disaster situation.

9.1.7 Describe how Proposer will be able to provide the highest level of service to Participating Institutions. Is Proposer able to provide the items described in this RFP as "preferred" services? Examples of such preferred services include, but are not limited to:

- Provision of armored car services (ref. **Section 5.1.1 D**)
- Remote deposit capture services (ref. **Section 5.1.2**)
- Automated stop-pay processes (ref. **Section 5.1.3 G**)
- Provision of statements, account analysis, etc. in electronic format (ref. **Section 5.1.5 E**)

9.2 TECHNOLOGY AND SECURITY

9.2.1 Describe the features of Proposer's online banking platform, including uptime statistics and any recent enhancements.

9.2.2 What innovative and tested banking technologies will Proposer provide that could improve efficiency, security, or cost savings for the Participating Institutions? Provide case studies or examples of how these have been implemented for other higher education clients.

9.2.3 What fraud detection and prevention mechanisms are in place? Provide data on the effectiveness of these measures, including the number of fraud attempts detected and prevented in the past 12 months.

9.2.4 How does Proposer ensure compliance with data security standards and regulations? Has Proposer had any data breaches in the past five years? If so, how were they addressed?

9.3 FINANCIAL STABILITY & CONSIDERATIONS

9.3.1 Provide an audited annual financial statement for Proposer's most recent fiscal year. Provide Proposer's current credit rating.

9.3.2 What tools or services will Proposer offer to help Participating Institutions optimize cash flow management, including real-time liquidity forecasting, automated sweeps between accounts, and short-term investment options for idle funds? How do these solutions ensure maximum efficiency and returns while minimizing manual intervention?

9.3.3 How does Proposer support complex account structures, such as zero-balance accounts (ZBAs), sub-accounts, or other structures to streamline operations? Provide one example of how Proposer has customized solutions for similar clients.

9.4 IMPLEMENTATION & RELATED COSTS

9.4.1 Provide a detailed timeline for implementation of the contract including the activities required by both parties (including any IT resources), any needed equipment, and assignment of responsibilities during implementation. Note any difference in the process for an Institution already using Proposer's services versus one transitioning from another provider.

9.4.2 Is Proposer offering any transition or retention incentive? If yes, fully describe and quantify. <u>Note</u>*: If incentives involve waiving monthly service fees for any period of time, then the specific time period must be defined. The period start date will be mutually agreed upon for definitional and fee purposes.*

9.4.3 Provide the compensating rates (%) Proposer is offering to The System for each category listed below. *Note: APPENDIX TWO contains average ledger balance by Institution*.

Category	Rate
Earnings Credit Rate	%
Interest Bearing Accounts	%
Money Market Accounts	%
Sweep Alternative(s)	%

Regarding the proposed rates provided above:

a) What floor rate does Proposer guarantee for the Contract Term?
b) What does Proposer index to, if anything?
c) Will there be any changes to the rates during the Contract Term (if not indexing to anything). If yes, describe process to determine and implement the change.

SECTION 10 – General Terms & Conditions of the Agreement

The terms and conditions contained in the attached Agreement (ref. **APPENDIX ONE**) or, in the sole discretion of The System, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any contract that results from this RFP.

10.1 If Proposer agrees with the terms and conditions set forth in **APPENDIX ONE** as is, Proposer will acknowledge it in writing (ref. **Section 10.3 A**)

10.2 If Proposer has additional terms and conditions that it proposes to include in any agreement resulting from this RFP (such as software license terms and conditions, service forms, etc.) or if Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will acknowledge it in writing (ref. **Section 10.3**) and submit a redlined **APPENDIX ONE** (in the original editable format, i.e. Microsoft Word) as part of its proposal in accordance with **Section 3.3.4** of this RFP. Proposer's additions and exceptions will be reviewed by The System and may result in disqualification of Proposer's proposal as non-responsive to this RFP. If Proposer's additions and exceptions do not result in disqualification of Proposer's proposal, then The System may consider Proposer's additions and exceptions when The System evaluates the Proposer's proposal. The System will not be bound by or required to accept or agree to any terms and conditions that a Proposer includes (or fails to include) in its Proposal.

Any addition, deletion, noted exception or other change made to the Agreement must be accompanied by a comment explaining Proposer's rationale for the edit. Failure to include all such terms and conditions in response to this RFP (incorporated into a redlined APPENDIX ONE per Section 10.3 C below) may result in Proposer's disqualification even after an award has been made.

10.3 Answer each question below regarding the Agreement (ref. **APPENDIX ONE**):

A. Proposer agrees with the terms and conditions in the Agreement, has no additional terms, conditions, considerations or other documents to add to the Agreement:

Yes: _____No: _____

B. Proposer has 1) proposed edits to the existing terms and conditions in the Agreement and/or 2) has made edits to incorporate additions / changes to the scope of work for The System's consideration (ref. **Sections 8.3** and **8.4**):

Yes: _____No: _____

C. Proposer has submitted additional terms and conditions, or other documents for consideration by The System in the form of a new Exhibit(s) to the Agreement:

Yes: _____No: _____

Exceptions cannot be taken to the RFP document itself, nor can it be redlined. These actions may result in Proposer's disqualification.

APPENDIX ONE

AGREEMENT

(See Separate Attachment)

APPENDIX TWO

AVERAGE LEDGER BALANCES

Average Ledger Balance by Institution and Month/Year

* These are the average ledger balances for the prior 12 months. The System makes no guarantees regarding balances or service volumes in the future. *

	Texas State University	Sam Houston State University	Lamar University	Lamar Institute of Technology	Lamar State College Orange	Lamar State College Port Arthur	Sul Ross State University	Grand Total
March 2024	6,519,693	4,807,173	20,368,554	6,064,113	2,047,484	1,910,995	-	41,718,013
April 2024	5,225,306	8,213,970	17,235,125	7,358,545	2,298,875	2,148,774	-	42,480,596
May 2024	5,300,926	11,435,519	17,165,863	4,428,704	1,883,035	3,223,215	-	43,437,263
June 2024	4,895,001	7,784,370	9,187,335	6,296,184	2,100,806	2,482,302	-	32,745,998
July 2024	8,800,811	6,687,067	6,712,010	6,492,797	1,717,552	1,945,378	-	32,355,616
August 2024	11,773,459	16,254,983	24,265,844	7,141,463	2,914,456	2,739,012	-	65,089,218
September 2024	3,907,988	8,811,058	12,426,598	8,466,023	3,557,726	2,126,452	-	39,295,845
October 2024	5,280,714	5,917,207	16,767,122	8,042,792	2,190,017	2,178,148	-	40,376,000
November 2024	4,883,273	7,273,824	10,608,262	6,960,472	1,998,427	2,553,369	-	34,277,628
December 2024	5,382,344	9,399,283	7,561,880	7,701,293	1,864,802	2,502,961	-	34,412,562
January 2025	6,029,703	17,877,798	27,059,648	6,665,628	3,116,178	4,108,625	-	64,857,580
February 2025	4,763,939	9,812,347	9,387,816	10,482,808	2,963,022	1,751,263	-	39,161,194

APPENDIX THREE

CONSOLIDATED SERVICE VOLUMES

The consolidated services volumes by Institution are provided in a separate attachment, a Microsoft Excel file, labeled "APPENDIX THREE – Consolidated Service Volumes & Proposed Fees." The System makes no guarantees regarding balances or service volumes in the future.

APPENDIX ONE

AGREEMENT

The draft Master Depository Agreement or MDA on the following pages has been prepopulated with relevant project information so Proposers can review and redline as instructed in this RFP (ref. **Section 3.8** and **Section 10**).

- The terms provided in this APPENDIX ONE will be used in any MDA resulting from this RFP, although minor points may be open for negotiation.
- Proposers shall update any text in *red* that is related to Proposer's firm (e.g., Proposer name, FEIN #, point of contact, signatory information, etc.).
- Any internal documents Proposer may want to use to document services with The System must be inserted into APPENDIX ONE as additional Attachments for The System's consideration during evaluation of Proposer's proposal. In the MDA these documents are referred to as "Bank Service Agreements."

No edits to the draft MDA shall be made without the track changes feature in Microsoft Word being engaged.

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MASTER DEPOSITORY AGREEMENT

BETWEEN

THE TEXAS STATE UNIVERSITY SYSTEM

AND

INSERT BANK NAME

This non-exclusive Master Depository Agreement (the **MDA**), with the **Agreement Number** #*TSUS will Insert Agreement Number* is entered into between **The Texas State University System** (**The System**), an agency and institution of higher education established under the laws of the State of Texas, and located in Austin, Texas and ***Insert Bank Name***,

_____ a national banking association, organized under the laws of the United States of America,

_____ a state banking association, organized under the laws of a state within the United States of America which is a member of the Federal Reserve System and the Federal Deposit Insurance Corporation,

with Federal Tax Identification Number *Insert Bank's FEIN #,* and located in *Insert City, State,* hereinafter called the "**Bank**" authorized by law to conduct banking business in the State of Texas and now carrying on such business in said State. The MDA is made and agreed to in consideration of the purposes and covenants herein stated or as may be incorporated herein by reference, the faithful and satisfactory performance of which is promised, pledged and agreed by each party acting by and through authorized persons whose signatures are affixed hereto. Bank hereby agrees to provide banking services for The System on the terms and conditions hereinafter set forth.

In consideration of the mutual promises and covenants contained in the MDA, The System and Bank agree as follows:

1. ENGAGEMENT AND DESIGNATION

The System hereby engages the Bank to provide banking services for certain funds and certain Member Institutions of The System pursuant to The System's authority. The System is executing this MDA by extension to any Member Institution choosing to utilize the Bank's services (the **Participating Institution**). The Participating Institution will become party to the MDA by execution of a **Participation Addendum** (ref. **EXHIBIT A**). The Participation Addendum is executed by the Member Institution to identify the specific services for that Participating Institution. Additional Participation Addenda may be entered into as the Member Institution's needs change during the term of the MDA.

As a part of the MDA, the Bank and The System through a specific Member Institution may from time to time enter into such Bank Terms and Conditions or Service Agreements (**Bank Service Agreements**) as are deemed necessary to further define the rights and duties of the Bank and The System with regard to specific deposit banking services which may include service dates, authorization designations and codes, or such other covenants as required for the proper implementation of the proposed Services. Such Bank Service

Agreement(s) shall be subordinate to this MDA and should any conflict arise, the terms of this MDA shall in all cases prevail. Bank Service Agreements must be cancelable by The System on no more than 90 days written notice. Except for any indemnity provisions that survive to protect The System against future claims, demands or causes of action, such Bank Service Agreements are hereby null and void upon the termination of the MDA.

The MDA will be executed between the Bank and The System and will supersede all its attachments. The following documents will be attached to and become part of the MDA and take precedence in the order listed below:

1. TSUS Request for Proposal (the **RFP**) #758-25-00092
2. Bank's Response to RFP #758-25-00092 (the **Proposal**) (the **Proposal**)
3. Participation Addenda completed by the Participating Institutions for Services to be utilized under the MDA and its terms.
4. Any Bank specific documents (i.e. the Bank Service Agreements) with individual service terms and conditions delineating service requirements for a Participating Institution.

Under the MDA, all services shall be provided equally to each Participating Institution at the same service level as defined by the Bank's Proposal and at the specific fees as defined in the Proposal. Specific authorizations, notice information, signatory control assignments, account designations, and any other specific information needed by the Participating Institution for provision of these services will be executed by the Chief Financial Officer of the Participating Institution.

2. TERM OF MDA

This MDA shall become effective on **September 1, 2025**, and shall expire on **August 31, 2030**. The System shall have the right, at its option, to extend the term of the MDA for one five (5) year period under the same terms and conditions by providing Bank written notice at least sixty (60) days prior to the end of the then current term. The Bank shall guarantee, for the entire term, including extensions, all fees specified in the Proposal.

3. DEPOSITORY AUTHORIZATION

The System hereby designates the Bank as a depository for the period of the MDA or until the MDA has been canceled in accordance with its provisions, for certain accounts in the name of The System, including accounts in the name of any Member Institution which is now or may hereafter become a Participating Institution of the MDA. Such accounts shall be opened by The System and the Participating Institution by designating the accounts and making deposits therein and by the Bank accepting said deposits.

4. BANK PERFORMANCE AND WARRANTIES

4.1 Bank covenants with The System to perform its Services in accordance with The System's requirements and procedures in accordance with the RFP and the highest standards of the banking business and in compliance with all applicable federal and state laws, regulations, codes, ordinances, and orders. Bank covenants and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent its performance of the services hereunder. Bank covenants and agrees that all persons connected with the Bank directly in charge of services to be provided hereunder are duly registered and/or licensed under the laws, rules, and regulations of any authority having jurisdiction, if so required by such laws, rules, and regulations.

4.2 Bank warrants and agrees that (a) it is either a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation duly authorized and in good standing to conduct business in the State of Texas; (b) it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver the MDA; (c) that this MDA has been approved by resolution of the Bank Board or the Bank Loan Committee (**Exhibit B**); and (d) the individual executing the MDA on behalf of Bank has been duly authorized to act for and bind Bank.

4.3 Except for the obligation of a Participating Institution to pay Bank certain fees and expenses pursuant to the terms of the MDA, The System shall have no liability to Bank or to anyone claiming through or under Bank by reason of the execution or performance of this MDA. Notwithstanding any obligation or liability of The System to Bank, no present or future agent, officer, employee, or regent of The System, or any Participating Institution of The System, has or shall have any personal liability to Bank or to anyone claiming through or under Bank by reason of the execution or performance of MDA.

5. DEPOSIT OF FUNDS

The Participating Institution shall deposit such of its funds as it may choose, and the Bank shall accept such deposits in the form of “Demand Deposits”, or “Time Deposits” as designated by the Participating Institution, and shall hold said deposits subject to payment in accordance with the terms of the deposit. The Bank will offset Participating Institution fees by either compensating balances (ECR), interest, or a combination of both, on such deposits as determined by the Proposal or negotiation between the Bank and The System. Provided, however, that notwithstanding any other provisions of this MDA, the Bank shall never be required to accept initially any “Time Certificate of Deposit” from Participating Institution that it does not elect to accept, but once having initially accepted any such deposit, the Bank may terminate such deposit only in accordance with the terms of such deposit and this MDA. The Participating Institution shall have the right to terminate any Time Deposit.

6. PAYMENT OF DEPOSITS

Subject to the provisions of the deposit in the case of time deposits, the Bank shall pay on demand to the order of the Participating Institution upon the proper presentation of wire transfer instructions, ACH, checks, drafts, or vouchers properly issued, all or any portion of the funds now on deposit or to be deposited with the Bank. The obligations of the Bank under this Article shall survive the expiration or earlier termination of this MDA.

7. COMPENSATION

The Bank shall have a right to compensation for all Banking Services as defined in the RFP and Proposal and properly rendered to The System under this MDA. Compensation shall be based upon Bank's response to Section 6 of the RFP and, for ease of reference, is incorporated in this MDA as **Exhibit C**. An account analysis shall be provided to each Participating Institution, each month, detailing balances, Earnings Credit Rates earnings, if any, specific services used, service volumes, unit prices, and total fees or required balances at a minimum. If specific fees required for provision of any of the RFP Services are not identified in the Bank Proposal, the Bank may not charge such fee and The System will not be responsible for such amounts. If new banking services, not originally contemplated or noted in the RFP or Proposal, are requested by a Participating Institution (for which no fee category exists in Bank's Proposal) and The System elects to use such services, the lesser of a negotiated fee or the standard charges for such services as published by the Bank will apply. At the direction of the Participating Institution, compensation may be made on a direct fee basis or a compensating balance basis.

If so directed by the Participating Institution, the Bank agrees to offset monthly service fees first against an earnings credit for deposit balances in The System's transaction accounts as may be defined in the Bank's Proposal.

8. COLLATERAL CUSTODY

All time and demand deposits of TSUS funds deposited in any bank must be fully federally insured or collateralized continuously in accordance with this Policy and in conformance with the Texas Public Funds Collateral Act.

The System Master Depository Agreements shall be executed in accordance with the Federal Financial Institutions Resource, Recovery, and Enforcement Act (FIRREA), which requires a written agreement and a resolution from the bank board or bank loan committee.

In order to anticipate market price changes and provide additional security for all funds, the collateral for each component shall be maintained and monitored. At a minimum, the market value of the collateral will equal 102% of the total value of principal and accrued interest of the deposits. The pledging financial institution shall be contractually liable for maintaining this margin daily.

Collateral pledged to secure deposits shall be held by an independent financial institution outside the holding company of the depository in accordance with a safekeeping agreement signed by authorized representatives of the Participating Institution, the depository, and the custodian (unless the custodian is the Federal Reserve Bank in which case a Circular 7 Pledgee Agreement will be executed). Collateral reports must be made to the Participating no less than monthly to assure the market value of the securities pledged equals or exceeds 102% of the related bank balances.

All collateral shall be subject to inspection and audit by TSUS or its independent auditors during reasonable business hours.

9. ELIGIBLE COLLATERAL

The Collateral is to be in the form of Government Securities and must meet the requirements of Texas Government Code Chapter 2257, Public Funds Collateral Act or securities authorized by the Public Funds Investment Act. The Bank hereby pledges to The System a security interest in the securities delivered to the Custodian as Collateral to secure all the deposits of The System. The Bank hereby represents that it shall pledge as security for deposits of The System only those securities in which it is the legal and actual owner, free and clear of all other liens or claims. Securities eligible for pledge shall be Government Securities defined as follows:

10. REQUIRED COLLATERAL MARGIN

Government Securities, pledged as Collateral, shall have an aggregate Market Value as determined by the Bank and The System, inclusive of accrued interest, at all times at least equal to 102% (the "**Required Collateral Percent**") of the sum of the Ledger Balances on deposit with the Bank in all accounts of The System.

If, after the close of trading on any business day, the Market Value of the Government Securities, then held by the Custodian is less than the Required Collateral Percent, the Bank agrees to deliver to the Custodian (without notice from The System), Collateral in an amount such that the Market Value of the Government Securities then held by the Custodian plus the Market Value of the Government Securities so delivered as a percent of the total deposits of The System will at least equal the Required Collateral Percent.

11. DELIVERY, RELEASE AND SUBSTITUTION OF COLLATERAL

The Bank will deliver, by means of the Custodian's National Book-Entry System, Government Securities sufficient in amount to cover at least the Required Collateral Percent of the daily fund balance of The System now or hereafter on deposit as provided above. By not later than noon Central Standard Time (CST) on the day the Government Securities are delivered to the Custodian hereunder, including any substituted Government Securities as described under this Article, the Bank shall deliver by electronic transmission or by electronic access to the Custodian's internal systems or other written means to The System and the Custodian a list of such Government Securities on which the Bank shall record the then Market Value thereof based on the prior day's closing market price as received from a recognized bond pricing data service.

Written notice to The System and the Custodian must be in the form as required by the Federal Reserve Bank or other Custodian approved by The System holding the Collateral or a System approved method. Such Government Securities shall be kept and retained by the Custodian in trust for The System until such time as The System, in its sole discretion, shall have authorized the Custodian, in writing, to release such Government Securities as The System may designate.

If the Bank shall desire to substitute any one or more of the Government Securities deposited with the Custodian, it may, with prior approval of The System or in accord with System approved procedures, substitute for any one or more of such Government Securities, other Government Securities of the same or higher Market Value, of the character authorized herein.

12. INCOME ON SECURITIES

So long as the Bank is in compliance with this MDA, the Bank shall be entitled to income on Government Securities held by the Custodian, and the Custodian may dispose of such income as directed by the Bank without approval of The System. Fees associated with the payment of income by the Custodian shall be paid by the Bank.

13. EVENTS OF DEFAULT

In the event that the Bank fails to carry out, or comply with any of the terms and conditions of the MDA, The System may notify the Bank of such failure or default in writing and demand that the failure or default be remedied within three (3) days; and in the event that the Bank fails to remedy such failure or default within the three (3) day period, The System shall have the right to invoke an event of default in accordance with collateral terms and conditions, and cancel the contract upon thirty (30) days written notice.

The following events shall be considered Events of Default by the Bank:

A. The Bank fails at any time to pay immediately, and satisfy upon presentation, an order for payment lawfully issued against any deposit and The System has determined, in its sole discretion, that such failure has not occurred due to operational errors of the Bank and such failure has not been corrected after one (1) additional business day from the date the failure first occurred, or

B. The Bank is declared insolvent by a State or Federal bank regulatory agency, or

C. The Bank shall fail to maintain Collateral of the type required under Article IX and in the amount required under Section 10 of the MDA and such failure to maintain Collateral and Required Collateral Percentage has not been corrected by the Bank by noon (CST) the next business day after written notice by The System has been sent (by facsimile or electronic transmission or other immediately available method) to the Bank, or

D. Other than the events listed above, the Bank shall breach this MDA with The System and such failure has not been corrected to the satisfaction of The System after the Bank has been sent (by facsimile or electronic transmission or other immediately available method) three (3) days written notice by The System.

14. REMEDIES

If an Event of Default shall occur, the Participating Institution may immediately withdraw any or all of its funds on deposit, including accrued interest, with the Bank without penalty regardless of the form of the deposit instrument. To the extent the Participating Institution is unable to withdraw such funds, the bank shall direct the Custodian to either move the securities to the Participating Institution's designated safekeeping account or sell the Collateral after three (3) days and out of the proceeds of the sale transfer specific amounts and issues of Collateral and, if applicable, specific amounts of interest payments or other proceeds of Collateral not previously credited to the Bank or otherwise released, to designated accounts on the books of the Custodian.

Any sale by the Custodian herein made of such Government Securities, or any part thereof, may be in any market for such Government Securities after notice to the Bank, and Custodian shall convey the Government Securities absolutely to purchaser. Notice to the Bank shall be deemed to have been properly given by transmission of a facsimile or electronic message and shall be transmitted to the Bank at least two (2) hours before such sale. The Bank and the Custodian may bid at any such sale of Government Securities. The System shall also have all other rights of a secured party under the Texas Uniform

Commercial Code whether or not the Government Securities are subject to a security interest of the type governed by the Texas Uniform Commercial Code. The System may apply the proceeds or the Government Securities to any obligation of the Bank under this MDA or any Service Agreement including prior accrued interest due to The System hereunder and not paid by the Bank. The System shall immediately notify the Bank after any such action. The rights of The System, the Custodian, and the Bank under this Article shall survive the expiration or earlier termination of this MDA.

15. TERMINATION OR CANCELLATION OF MDA

The System or the Bank shall have the right to terminate this MDA by advance written notice to the other of its election so to do, and this MDA and any Bank Service Agreements and Participation Addenda , except for the provisions of Section 13 shall be void from and after the expiration of ninety (90) days after the receipt of such notice, provided all provisions of this MDA have been fulfilled. The System may immediately terminate this MDA upon an Event of Default as listed in Section 13. In no event shall such termination by The System give rise to any liability on the part of The System including, but not limited to, claims of Bank for compensation for anticipated profits or unabsorbed overhead. The System's sole obligation hereunder is to pay Bank for products or services received prior to the date of termination.

15.1 Notice Required. The System may cancel this MDA in accordance with this Article by giving ninety (90) calendar days written notice to Bank. Bank may cancel this MDA in accordance with this Article by giving ninety (90) calendar days written notice to The System. No provision shall entitle either party to cancel this MDA prior to the expiration date hereof, except in accordance with this Article.

15.2 Bank's Obligations. In the event that The System cancels this MDA for reasons other than failure of Bank to perform satisfactorily its obligations and responsibilities under this MDA or an Event of Default, Bank shall not be obligated to perform further services after the effective date of cancellation, except to deliver any funds or securities or other property in The System Accounts in negotiable form as instructed by The System. Cancellation shall not affect or invalidate any action taken by Bank or The System pursuant hereto prior to the effective date of cancellation.

15.3 Transfer of Assets to Successor. Upon cancellation of this MDA for any reason or upon the expiration of the term hereof, prior to the date of cancellation or expiration, The System shall deliver to Bank instructions as to the transfer to a successor bank of the funds and securities or other property held by Bank.

15.4 Additional Remedies of The System. If Bank fails or refuses to perform its obligations under this MDA through a failure to exercise the degree of care provided for after notice to Bank and a reasonable opportunity for Bank to correct such failure, as determined by The System, The System may exercise any and all rights as may be available to it under law or equity, including but not limited to, the cancellation of this MDA in whole, or in part, and/or the withholding of payments to Bank until Bank complies.

16. RETURN OF COLLATERAL

When the depository relationship of The System and the Bank shall have ceased to exist, and when the Bank shall have paid out all deposits of The System, it shall be the duty of The System to give the Custodian a certificate to that effect, whereupon the Custodian shall, with the approval of The System, redeliver to the Bank all Government Securities held as Collateral then in its possession belonging to the Bank.

17. BANKING SERVICES

17.1 Required Banking Services. The System will require, and Bank shall make available to any System Member Institution, the services outlined and defined by the Bank in its Proposal. A Participating Institution shall have the right to choose the services to be implemented and to add to or reduce the number of specified accounts as operations change. All related charges for any deletions will cease as soon as the account activity ceases. Additional accounts will be billed at the price specified in the Proposal or less if negotiated with Bank. The System and Bank agree that the technical banking services provided under this MDA shall be performed in accordance with the provisions of the Bank Service Agreements.

17.2 Bank Accounts. Styling for individual accounts will be assigned by the Participating Institution. The amount and character of funds deposited by Participating Institutions shall be controlled by the Participating Institution. Such accounts shall be opened by Participating Institution by designating the accounts and making deposits therein and by the Bank accepting said deposits.

The Participating Institution may open or close accounts, as needed, under the MDA and any Participation Addenda and Bank Service Agreements. As evidence to the Bank that such new accounts have been properly authorized, the Chief Financial Officer (the **CFO**) of the Participating Institution will act as the authorized signer for the Participation Institution.

18. INDEMNIFICATION

18.1 Indemnification for Acts in Conduct of MDA. Bank shall hold The System harmless from and shall indemnify The System against any and all claims, demands, and causes of action of whatever kind or nature asserted by a third party and occurring or in any way incident to, arising out of, or in connection with any negligent or wrongful act or omission of Bank, its agents, employees, or subcontractors, done in the conduct of this MDA (hereinafter collectively referred to as "**Claims**"), and all losses, costs, penalties, damages and expenses, including but not limited to attorneys' fees and other costs of defending against, investigating and settling the Claims. If a third party asserts any Claim against The System, The System shall promptly notify Bank in writing. Bank shall assume on behalf of The System and conduct with reasonable diligence and in good faith the defense of all Claims against The System, whether or not Bank is joined therein; provided, however, without relieving Bank of its obligations under this Article, The System, at its election, may participate in the defense of any or all of the Claims through the Attorney General of Texas or with attorneys and representatives of its own choosing. The Federal Reserve System and any other central depository or clearing corporation which it is or may become standard market practice to use for the settlement of items shall not be “agents” or “subcontractors” of Bank for purposes of this Article, and Bank shall not be liable for any loss, damage, cost, expense, liability or claim arising from any actions or omissions of any of the entities identified in this sentence other than Bank. The obligations of Bank under this Article shall survive the cancellation or termination of this MDA.

The contested case process provided in Government Code Chapter 2260, Subchapter C, shall be the Bank’s sole and exclusive process for seeking a remedy for any alleged breach of contract by The System if the parties are unable to resolve their disputes in the ordinary course of business or under Chapter 2260, Subchapter B, unless, after considering the recommendation of the Administrative Law Judge, the Legislature grants the Bank consent to sue under Chapter 107 of the civil Practices and Remedies Code.

Neither the execution of this MDA by The System nor any other conduct of any representative of The System relating to the contract shall be considered a waiver of The System’s sovereign immunity to suit.

18.2 Acts in Compliance with The System’s Instructions. Bank shall incur no liability for executing, or for any action taken or omitted in reliance upon instructions that are given and received by The System, except in those cases where Bank fails to exercise the degree of care provided for in this Article or where Bank failed or refused to perform any of its obligations in this MDA.

18.3 Prudent Person. Bank shall perform its duties with the care, skill, prudence and diligence that a reasonable, careful, skillful, prudent and diligent banking institution would exercise in similar circumstances. Bank shall incur no liability under this MDA for anything it does, or omits, except for losses, costs, penalties, damages and expenses (including but not limited to attorneys’ fees) occasioned by its negligent acts or failure to perform its duties and obligations hereunder in accordance with the standard of care described in the preceding sentence or by its failure or refusal to perform any of its obligations in this MDA. Bank shall perform its duties in accordance with the standard of care specified in this Article and Bank shall be liable for any failure or refusal to so perform, notwithstanding any conflicting provision or limiting provision in this MDA.

18.4 Force Majeure

Except as otherwise provided, neither Bank nor The System, shall be liable to the other for any delay in, or failure of performance, of a requirement contained in this MDA caused by Force Majeure, incidents of force majeure will include but are not limited to the following: acts of God, strikes, epidemics and pandemics, war, riots, flood, fire, sabotage, or any other circumstances of like character. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform.

19. GENERAL PROVISIONS

19.1 Subcontractors.

Subcontractors providing services under the MDA shall meet the same requirements and level of experience required of the Bank. No subcontractor shall relieve the Bank of responsibility for ensuring the requested services are provided as required under this MDA.

19.2 Acceptance of Services.

All products furnished and all services performed by the Bank shall be to the satisfaction of The System and in accordance with the specifications, terms and conditions of the RFP and MDA. The System reserves the right to inspect and to determine the quality, acceptability and fitness of such. Any failure of The System at any time to enforce or require the strict keeping and performance of any of the terms and conditions of this MDA shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair it or the right of The System at any time to avail itself of same.

19.3 Tax Status.

The System, as an agency of the State of Texas, qualifies for exemption from state and local sales and use taxes pursuant to the provisions of the Texas Limited sales, Excise, and Use Tax Act.

19.4 Proprietary Information.

Bank and The System acknowledge that they or their employees may, in the performance of the MDA come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Bank or The System unless required by law.

19.5 Waivers. A delay or omission by Bank or The System in exercising any right or power accruing from non-compliance or failure of performance of any provisions of this MDA shall neither impair any such right or power nor be construed to be a waiver thereof. A waiver by Bank or The System of any covenant, condition or agreement hereof to be performed shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

19.6 Binding Effect. This MDA shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

19.7 Entire Agreement; Modifications. This MDA sets forth the entire understanding between the parties and replaces and supersedes all prior agreements on the subject matter contained in this MDA, whether oral or written, express or implied. This MDA is the entire agreement between The System (including The System's employees and other End Users) and Bank. In the event Bank enters into terms of use agreements or other agreements, policies, or understandings, whether on Bank's website, electronic, click-through, verbal or in writing, with The System's employees or other End Users, such agreements shall be null, void and without effect, and the terms of this MDA shall apply and control. The System will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Bank's website unless such terms and conditions are set forth in this MDA. Bank may not unilaterally change any term or condition of this MDA.

19.8 Severability. The provisions of this MDA are severable. If any provision or part of this MDA or the application hereof to any person or circumstance shall ever to be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this MDA and the application of such provision or part of this MDA to other persons or circumstances shall not be affected thereby.

19.9 Captions of Subdivisions. The subdivisions of this MDA shall be referred to as "**Articles**," "**Sections**," or "**paragraphs**." The captions of these subdivisions are for convenience of reference only and shall neither affect the interpretation nor in any way define, limit or describe the scope or intent of this MDA.

19.10 Governing Law. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas and all applicable laws of the United States of America. Venue for any legal action regarding this Agreement shall be Travis County, Texas.

19.11 Loss of Funding. Performance by The System under this MDA may be dependent upon the appropriation and allotment of funds by the Texas State Legislature and/or allocation of funds by the Board of Regents of The Texas State University System. If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then The System shall issue written notice to Bank and The System may terminate this MDA without further duty or obligation hereunder. Bank acknowledges that appropriation, allotment, and allocation of funds are beyond the control of The System.

19.12 Bank's Certifications

19.12.1 **Entities that Boycott Israel.** Pursuant to Chapter 2270.002 of the *Texas Government Code*, Bank certifies that either (1) it meets an exemption criterion under Section 2270.002; or (2) it does not boycott Israel and will not boycott Israel during the term of the MDA. Bank shall state in this MDA any facts that make it exempt from the boycott certification.

19.12.2 **Foreign Terrorist Organizations.** Pursuant to Chapter 2252.152 of the *Texas Government Code*, Bank certifies that Bank is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Bank acknowledges this MDA may be terminated and payment withheld if this certification is inaccurate.

19.12.3 **Excluded Parties.** Bank certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to

Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

19.12.4 **Suspension and Debarment**. Pursuant to and in compliance with _Executive Orders_ 12549 and 12689 and Section 180.300 of the _Code of Federal Regulations_, The System cannot purchase goods and / or secure services from vendors that have been debarred, suspended, proposed for debarment, or otherwise excluded from or ineligible to participate in Federal or State assistance programs or activities. Bank certifies that, to the best of its knowledge, Bank and / or its Principals are not suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts by the Federal government and / or the State of Texas. Bank further certifies that it is not subject to a vendor hold by the State of Texas and / or that it is not subject to debarment or suspension by the Texas Comptroller. If it is ever determined that Bank is suspended or debarred from doing business with the State of Texas or U.S. Federal government, The System may immediately terminate the MDA and will not issue any payment for goods / services rendered.

19.12.5 **Eligibility Certifications (Financial Participation Prohibited / Prior Disaster Relief Contract Violation).** Pursuant to Sections 2155.004 and 2155.006, _Texas Government Code_, Bank certifies that the individual or business entity named in the MDA is not ineligible to receive the award of or payments under the MDA and acknowledges that the MDA may be terminated and payment withheld if these certifications are inaccurate.

19.12.6 **Human Trafficking.** Under Section 2155.0061 of the _Texas Government Code_, Bank certifies that the individual or business entity named in this MDA is not ineligible to receive the specified contract and acknowledges that this MDA may be terminated, and payment withheld if this certification is inaccurate.

19.12.7 **Restricted Employment for Certain State Personnel.** Pursuant to Section 572.069 of the _Texas Government Code_, Bank certifies that it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for The System involving Bank within two (2) years after the date that the MDA is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

19.12.8 **Child Support Obligation Certification**. Pursuant to _§231.006, Texas Family Code_, Bank certifies it is not ineligible to receive the award of or payments under this MDA, and acknowledges this MDA may be terminated and payment withheld if this certification is inaccurate.

19.12.9 **Tax Certification.** If Bank is a taxable entity as defined by Chapter 171, _Texas Tax Code_, then Bank certifies it is not currently delinquent in the payment of any taxes due under Chapter 171, Bank is exempt from the payment of those taxes, or Bank is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

19.12.10 **Computer Equipment Recycling Program.** If applicable, Bank certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30TAC Chapter 328.

19.12.11 **Firearm Entities and Trade Associations Discrimination.** Pursuant to Chapter 2274 of the *Texas Government Code*, for MDAs that exceed $100,000 Bank verifies that it:

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
(2) will not discriminate during the term of the MDA against a firearm entity or firearm trade association.

19.12.12 **Energy Company Boycotts**. Pursuant to Chapter 2274 of the Texas Government Code, for MDAs that exceed $100,000, Bank certifies that it:

(1) does not boycott energy companies as defined in Section 809.001 (1)(A) Texas Government Code (i.e., fossil fuel companies); and
(2) will not boycott energy companies during the term of the MDA.

19.12.13 **Vaccine Passport Prohibition.** Bank certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Bank's business. Bank acknowledges that such a vaccine or recovery requirement would make Bank ineligible for a state-funded contract.

19.12.14 **Critical Infrastructure Affirmation.** Pursuant to Section 2274.0102 of Texas Government Code, Bank certifies that neither it nor its parent company, nor any affiliate of Bank or its parent company, is:

(1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Section 2274.0103 of Texas Government Code, or

(2) headquartered in any of those countries.

19.12.15 **Hardening of Texas's Critical Infrastructure.** Pursuant to Executive Order GA-48 (2024), Bank certifies that it, and, if applicable, any of its holding companies or subsidiaries, is not:

(1) Listed in Section 889 of the 2019 National Defense Authorization Act (**NDAA**); or

(2) Listed in Section 1260H of the 2021 NDAA; or

(3) Owned by the government of a country listed on US Department of Commerce's foreign adversaries list under 15 C.F.R. Section 791.4; or

(4) Controlled by any governing or regulatory body located in a country on the US Department of Commerce's foreign adversaries list under 15 C.F.R. Section 791.4.

20. SPECIAL PROVISIONS

20.1 Waivers; Indemnity; Attorneys' Fees. Notwithstanding any provision in this MDA stating that The System waives or limits The System's right to make a claim against Bank or exculpates Bank from liability or limits Bank's liability, such a waiver, limitation, or exculpation shall be effective only to the extent authorized by the Constitution and laws of the State of Texas. Notwithstanding any provision in this MDA stating that The System will indemnify or hold harmless Bank or any other party, The System shall be obligated to indemnify and hold harmless only to the extent authorized by the Constitution and laws of the State of Texas. Notwithstanding any provision in this MDA stating that The System will pay attorneys' fees incurred by Bank, The System shall be obligated to pay attorneys' fees only to the extent authorized by the Constitution and laws of the State of Texas.

20.2 Remedies. Notwithstanding any provision in this MDA specifying remedies to which Bank shall be entitled or stating that System consents to the jurisdiction of any court, no provision in this MDA shall constitute nor is it intended to constitute a waiver of The System's or the State of Texas' sovereign immunity to suit. The only alternative dispute resolution process that will be utilized by The System and Bank in connection with this MDA is the dispute resolution process for breach of contract claims described in this MDA.

21. NOTICES

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications required or permitted under this MDA, will be in writing and sent via certified mail, hand delivery, overnight courier, or email (to the extent an email address is provided below) as indicated below, and notice will be deemed given (i) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, or email (to the extent an email address is provided below), when received:

If to The System: The Texas State University System
Attention: Vice Chancellor and CFO
601 Colorado Street
Austin, TX 78701

Or via email: finance@tsus.edu

If to Bank: INSERT BANK NAME
Attn: INSERT "ATTENTION TO" NAME
INSERT ADDRESS
INSERT CITY, ST, ZIP

Or via email: INSERT CONTACT EMAIL

or other person or address as may be given in writing by either party to the other in accordance with this Section.

22. **Ethics Matters; No Financial Interest.** Bank and its employees, agents, representatives and subcontractors have read and understand The System's Conflicts of Interest Policy and Code of Ethics at https://www.tsus.edu/about-tsus/policies.html and applicable state ethics laws and rules. Neither Bank nor its employees, agents, representatives or subcontractors will assist or cause The System employees to violate The System's Conflicts of Interest Policy. Bank represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this MDA. Neither Bank nor its employees, agents, representatives or subcontractors will assist or cause The System employees to violate The System's Conflicts of Interest Policy, The System's Ethics Code, or applicable state ethics laws or rules. Bank represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this MDA.

In accordance with *Texas Education Code*, Section 51.9335 (h), any Contract for the acquisition of goods and services to which an institution of higher education is a party, any provision required by applicable law to be included in the Agreement or Contract is considered to be a part of the executed Agreement or Contract without regard to:

(1) Whether the provision appears on the face of the Agreement or Contract; or
(2) Whether the Agreement or Contract includes any provision to the contrary.

Notwithstanding any provision of the MDA, nothing herein shall be construed as a waiver by The System of its constitutional, statutory or common law rights, privileges, immunities or defenses, including, but not limited to, waiver of The System's (i) sovereign immunity to suit; (ii) sovereign immunity against the recovery of money damages; or (iii) right to a jury trial for any issue arising under this MDA. To the extent the terms of this paragraph conflict with any other provision in the MDA or any associated Exhibits or Addenda, the terms of this paragraph shall control.

THE FOLLOWING LIST OF EXHIBITS ARE INCORPORATED INTO THE MDA BY REFERENCE. IN THE CASE OF ANY DESCREPANCIES BETWEEN EXHIBITS AND MDA, THE MDA WILL PREVAIL.

EXHIBIT A – Participation Addendum
EXHIBIT B – Bank Resolution Approving MDA
EXHIBIT C – Definitions

<u>EXHIBIT D</u> – RFP Pricing (response to Section 6)
<u>EXHIBIT E</u> - Information Security & Accessibility Standards
<u>EXHIBIT F</u> – Compensating Rates on Average Balances

The System and Bank have executed and delivered this MDA to be effective as of the Effective Date.

Insert Bank Name:

____ _______________
Insert Signor Name Date
Insert Signor Title

TEXAS STATE UNIVERSITY SYSTEM:

____ _______________
Brian McCall, PhD Date
Chancellor

ATTEST:

APPROVED by the Board of Regents of the Texas State University System on *Insert Date of BOR meeting*, in *Insert location of BOR meeting*, Texas.

____ _______________
Brian McCall, PhD, Chancellor Date
Secretary to the Board

______ (GC)

______ (CFO)

EXHIBIT A

PARTICIPATION ADDENDUM

DESIGNATION OF SERVICES BY SYSTEM MEMBER INSTITUTION SUBORDINATE TO TSUS MASTER DEPOSITORY AGREEMENT #_______________

MEMBER INSTITUTION: ____
BANK: ____

The System Institution named above, the Participating Institution, has chosen to utilize the services indicated below which are to be provided by the Bank in accordance with the Master Depository Agreement (**MDA**) as executed between the Bank and The Texas State University System (**The System**) and dated ____________ incorporating the bank's individual service agreements, as applicable. All conditions, terms, and fees of the MDA are hereby incorporated to include the Participating Institution named above.

The Participating Institution has chosen to utilize the services from the Bank as defined and agreed to through The System's Request for Proposal (**RFP**) #758-25-00092 dated ______________ and the Bank's Proposal submitted in response thereto. The Participating Institution will provide specific institution specimens, contact information, and detailed service information as required for the provision of the services required from the Bank. Any specific service terms and conditions and service agreements required by the Bank are attached hereto and made a part hereof. All terms and conditions are subordinate to the terms and conditions of the MDA.

The services, as requested and defined in The System's RFP and the resulting MDA to be used by the Participating Institution named above include:

- □ Automated Cash Management Information Access to include both prior and current day information
- □ EDI Processing Services
- □ Sweep to a money market mutual fund striving to maintain a $1 NAV
- □ ZBA Account Structure
- □ Collection and Deposit Service
- □ Remote Deposit Services
- □ Payee Positive Pay
- □ RCK Processing
- □ ACH Services
- □ Account Reconciliation to include ___ Partial and/or ___ Full Reconciliation Services
- □ Funds Wire and Transfer Services
- □ Automated Stop Pay Services
- □ Retail Image Lockbox
- □ Wholesale Image Lockbox
- □ Stored Value Cards
- □ Purchasing Cards
- □ Commercial Cards
- □ Other:____
- □ Other:____

INSTITUTION AUTHORIZATION:

____
Name of Authorized Representative   Signature   Date

EXHIBIT B

BANK RESOLUTION APPROVING MDA (MASTER DEPOSITORY AGREEMENT)

(AS PASSED BY THE BANK BOARD OR THE BANK LOAN COMMITTEE)

EXHIBIT C

DEFINITIONS

As used in this MDA the following terms and expressions shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

"**Authorized Representative of The System**" shall mean the Chancellor and / or the Vice Chancellor and Chief Financial Officer, both officers or employees of The Texas State University System, or such other officer or employee of The Texas State University System authorized by The System's Board of Regents to act as an Authorized Representative.

"**Bank**" shall mean a national banking association, organized under the laws of the United States of America, or a state banking association, organized under the laws of a state within the United States of America which is a member of the Federal Reserve System and the Federal Deposit Insurance Corporation and is authorized by law to conduct banking business in the State of Texas and now carrying on such business in said State.

"**Board**" shall mean the Board of Regents of The Texas State University System.

"**Business Day**" shall mean any day on which it is possible to accept or pay items through the Federal Reserve System.

"**Member Institution**" is defined under "System"

"**Custodian**" shall mean any Federal Reserve Bank or other independent banking institution outside the holding company of the pledging Bank or subsequent party The System designates as its agent to maintain Restricted Securities Accounts for the purpose of providing collateral for bank deposits.

"**Collateral**" shall mean adequate Government Securities furnished by the Bank to ensure the safety of The System's deposits.

"**Ledger Balances**" shall mean the total ledger account balances as reflected on the books of the Bank.

"**Market Value**" shall mean the closing market price of the security, determined using the most recent available closing market price information as received from a recognized bond pricing data service.

"**MDA**" shall mean this Master Depository Agreement.

"**Nationally Recognized Rating Agency**" shall mean Moody's Investor Service, A. M. Best Company, Standard and Poor's or Fitch Investors Service, L.P.

"**Operating Circular No. 7**" shall mean the Federal Reserve Bank's Operating Circular No. 7: Book-Entry Securities Account Maintenance and Transfer Service.

"**Participating Institution**" shall mean any component of The System which has chosen to utilize the Bank's Services under the provisions of the MDA.

"**Proposal**" means the Proposal submitted by Bank to The System in response to The System's RFP #758-25-00092.

"**Required Collateral Percent**" shall mean 102% of the sum of the Collected Balances on deposit with the Bank in all accounts of The System.

"**Restricted Securities Account**" shall have the meaning pursuant to Operating Circular No. 7.

"**RFP**" means the Request for Proposal #758-25-00092 for Banking Services issued by The System in April 2025 and included by reference in the MDA.

"**System**" shall mean THE TEXAS STATE UNIVERSITY SYSTEM and includes each of the following existing and operating Member Institutions (each called an "Institution") together with every other institution or branch thereof now or hereafter operating by or under the jurisdiction of The System pursuant to law:

- TSUS Administration
- Lamar University
- Sam Houston State University
- Sul Ross State University
- Texas State University
- Lamar Institute of Technology
- Lamar State College Orange
- Lamar State College Port Arthur

EXHIBIT D

RFP PRICING (RESPONSE TO SECTION 6)

(Placeholder for Proposal information)

EXHIBIT E

INFORMATION SECURITY & ACCESSIBILITY STANDARDS

To the extent there is a conflict between a term or condition contained in this IT Exhibit and the executed Agreement (the **Agreement**) between the parties, the terms and conditions contained in this IT Exhibit shall take precedence and its terms and conditions shall govern and control the parties' contractual relationship.

Applicability:

THIS EXHIBIT IS APPLICABLE IF BANK IS PROVIDING INFORMATION RESOURCES TO THE PARTICIPATING INSTITUTION FOR THE PARTICIPATING INSTITUTION'S USE.

Definitions:

Participating Institution: The Texas State University System (**System**) Administration or any of the System's seven (7) Member Institutions that elects to enter into an Agreement with Bank to utilize Bank's Services.

Information Resources: The term "Information Resources" has the meaning set forth in TAC 202.1. In addition, Information Resources may include the following examples:

1. all physical and logical components of the Participating Institution's wired and wireless network infrastructure;
2. any device that connects to or communicates electronically via the Participating Institution's network infrastructure, including computers, printers, and communication devices, both portable and fixed;
3. any fixed or portable storage device or media, regardless of ownership, that contains the Participating Institution's data;
4. all data created, collected, recorded, processed, stored, retrieved, displayed, or transmitted using devices connected to the Participating Institution's network;
5. all computer software and services licensed by the Participating Institution;
6. support staff and services employed or contracted by the Participating Institution to deploy, administer, or operate the above-described resources or to assist the Participating Institution community in effectively using these resources;
7. devices, software, or services that support the operations of the Participating Institution, regardless of physical location (e.g., SAAS, PAAS, IAAS, cloud services); and
8. telephones, audio and video conferencing systems, phone lines, and communication systems provided by the Participating Institution.

Confidential Information: Data that have been designated as private or confidential by law or by the Participating Institution. Confidential Information includes, but is not limited to, employment records, medical records, student records, education records, personal financial records (or other personally identifiable information), audit logs, research data, trade secrets, and classified government information. Confidential Information shall not include public records that by law must be made available to the general public. To the extent there is doubt as to whether any data constitute Confidential Information, the data in question shall be treated as Confidential Information until a determination is made by the Participating Institution or proper legal authority.

Authorized Agent of Participating Institution: An officer of the Participating Institution with designated data, security, or signature authority.

1. Mandatory Compliance

Bank agrees to comply with all applicable state and federal laws and regulations. Bank agrees to provide credible evidence, to the sole satisfaction of the Participating Institution, of the below compliance requirements (i) prior to entering into this Agreement with Participating Institution, and (ii) the earlier of three (3) years during the term of any agreement entered into or before the contract renewal period, if applicable, thereafter. Bank understands and acknowledges that Bank's failure to provide credible evidence satisfactory to the Participating Institution regarding the same prior to entering into any agreement shall result in no contract being awarded to Bank. Bank further understands and acknowledges that Bank's failure to provide credible evidence satisfactory to the Participating Institution regarding the same during the term of an already executed agreement shall constitute a breach of the agreement by Bank and the Participating Institution may automatically terminate the agreement and pursue whatever remedies available to the Participating Institution under contract, at law, or in equity.

1.1 **Texas Risk and Authorization Management Program (TX-RAMP).** Pursuant to Sections 2054.0593(d)-(f) of the Texas Government Code relating to cloud computing, state risk and authorization management program, if Bank's service is a cloud computing service as defined by Texas Government Code Section 2054.0593 (a), Bank represents and warrants that Bank's cloud computing service complies with the requirements of the state risk and authorization management program, and Bank agrees that throughout the term of the Agreement, Bank shall maintain its certifications and continue to comply with the program requirements.

1.2 **Accessibility.** TAC Section 213 requires the Participating Institution to verify that Electronic and Information Resource (**EIR**) purchases are compliant with Federal 508 Refresh, TAC 206 and TAC 213 laws. Bank is required to provide a valid Accessibility Conformance Report (**ACR**) for review.

1.3 **Other Applicable Laws and Regulations.** Applicable laws and regulations may include, but are not limited to, the following:

A. The Family Educational Rights and Privacy Act (**FERPA**)
B. The Health Insurance Portability and Accountability Act (**HIPAA)**
C. The Gramm-Leach-Bliley Act (**GLBA**)
D. Payment Card Industry Data Security Standards (**PCI DSS**)

1.4 **Confidential Information in Internet Websites and Mobile Applications.** Pursuant to Texas Government Code Section 2054.516, if Bank's service includes an Internet website or a mobile application that processes confidential information for the Participating Institution, then prior to processing Participating Institution data, Bank agrees to provide the Participating Institution with:

E. The results or attestation of a vulnerability and penetration test by an independent third party. For clarity, similar testing performed internally by Bank personnel is not a sufficient substitute for work performed by a qualified, independent third party.

A. Information regarding the following:
   (1) A description of the logical architecture of the websites and/or applications;
   (2) Descriptions of the flow of data between logical components of the websites and/or applications; and
   (3) Technical description of all authentication mechanisms for the websites and/or applications.

1.5 **Security Controls for State Agency Data**. In accordance with Section 2054.138 of the Texas Government Code, Bank certifies that it will comply with the security controls required under Section 2 of this Exhibit and will maintain records and make them available to Participating Institution as evidence of Bank's compliance with the required controls.

2. Security Controls

2.1 **Cybersecurity Framework.** Bank agrees to maintain security controls that, at a minimum, conform to an industry-accepted cybersecurity framework, including for example, NIST SP 800-53, NIST SP 800-171, ISO 27001, or the CIS Critical Security Controls.

2.2 **Information System Security.** Bank agrees, at all times, to maintain commercially reasonable information security protection(s) that, at a minimum, include network firewalls, intrusion detection/prevention, and periodic vulnerability and penetration testing conducted by a qualified third party. Bank further agrees to maintain secure environments that are patched and up to date with all appropriate and/or necessary information security updates.

2.3 **Data Confidentiality.** Bank shall implement appropriate measures designed to ensure the confidentiality and security of Confidential Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to Participating Institution or an individual identified within the data or information in Bank's custody.

2.4 **Data Ownership.** Participating Institution owns all data processed, stored and/or transmitted by Bank in accordance with the Agreement. Such data must only be used for the purpose of the Agreement.

A. **Data Description**. A description of all Participating Institution data to which the Bank has access must be specified in the Agreement, and notifications of any changes must be made in writing by the Bank within 30 days of the change.

B. **End of Agreement Data Handling**. Bank agrees within 30 days of termination of the Agreement or receipt of a written request submitted by an Authorized Agent of Participating Institution, that it must:

(1) return all data, including backup and recovery data, to the Participating Institution in a useable electronic form;
(2) erase, destroy, and render unreadable all Participating Institution data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file-restoration utilities; and
(3) certify in writing that these actions have been completed.

2.5 **Data Security.** Bank agrees to protect and maintain the security of Participating Institution's data and agrees to conform to the following measures to protect and secure data:

A. **Data Transmission.** Bank agrees that any and all transmission or exchange of system application data with the Participating Institution and/or any other parties shall take place using secure, authenticated, and industry-accepted strong encryption mechanisms.

B. **Data Custodianship.** Bank agrees that any and all of the Participating Institution's data in Bank's custody will be stored, processed, and maintained solely on Bank information systems as designated in the Agreement. Participating Institution's data in the custody of the Bank shall not be stored on or transferred to any end-user computing device or any portable storage medium by Bank or its agents, unless that storage medium is in use as part of the Bank's designated backup and recovery processes (e.g., backup tapes or drives). All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an Authorized Agent of Participating Institution. An appropriate officer with the necessary authority can be identified by the Participating Institution's Information Security Officer for any general or specific case.

C. **Data at Rest.** Bank agrees to store all of the Participating Institution's data, including its backup and recovery data, in encrypted form, using sufficiently strong, industry accepted encryption algorithms commensurate with the classification of the information being protected (e.g., AES 128-bit).

D. **Key Management.** Encryption keys must be stored using industry-accepted methods that include storage on information systems separate from the data they decrypt.

E. **Data Re-use.** Bank agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Bank. As required by federal law, Bank further agrees that none of the Participating Institution's data (of any kind) shall be revealed, transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by an Authorized Agent of Participating Institution.

2.6 **Safekeeping and Security.** As part of the Bank's service, Bank will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers and similar security codes, identifiers, passwords, or other authenticators issued to Bank's employees, agents, contractors, or subcontractors. Bank agrees to require its employees to report a lost or stolen device or information within 24 hours of such device or information being lost or stolen.

2.7 **Audit Logs.** The Bank's service shall record audit logs (e.g., application-specific user activities, exceptions, information security events such as successful and rejected events, use of privileges, log-on failed-attempts & successes, log-off, data accessed, data attempted to be accessed, administrative configuration changes, and the use of advanced privileges). All logs pertaining to Participating Institution's usage of Bank's service shall be available to Participating Institution at all times or it shall be promptly made available, without unreasonable delay, to an Authorized Agent of Participating Institution upon request. These audit logs shall contain sufficient data including but not limited to:

A. User or process identifiers (e.g., the actor or group if applicable);
B. Timestamps including time zone;
C. Source and destination addresses (e.g., IP addresses); and
D. Action or Event descriptions which may include filenames, success or failure indications, and access control or flow control rules invoked.

2.8 **Test / Development Environments.**

A. Participating Institution data contained within Bank's test or development environments must be treated as would data in production environments and are subject to the same requirements for safeguards described within this Exhibit.

B. Bank will make available to the Participating Institution a development instance separate from the production instance. This environment shall be made available prior to the Participating Institution's use of the production instance and this environment shall continue to be made available as long as the Participating Institution is using Bank's Service.

C. **Accessibility Testing**. Bank agrees to provide a link to a demonstration of the EIR that can be tested using automated testing tools and assistive technology.

2.9 **Account Credentials.**

A. Any user accounts provisioned inside the Bank's service for use by Participating Institution must be unique and individually assigned.

B. Where applicable, federated authentication services (e.g., SAML, ADFS, or CAS) shall be used.

C. The password management for any non-federated accounts intended for use by the Participating Institution must comply with institution password policies unless the Bank formally requests in writing an exception which must first be approved by the Participating Institution's Information Security Officer.

2.10 **Maintaining Updated Contacts.** The Bank shall provide Participating Institution the appropriate contact(s) necessary for Participating Institution to maintain the requirements set forth in this Exhibit as well as the Agreement. Any updates to the contact information shall be provided in writing to Participating Institution within ten (10) business days.

3. Data Breach

Bank agrees to comply with all applicable state and federal laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of Bank's security obligations or other event requiring notification under applicable law ("Notification Event"), Bank agrees to:

3.1 Notify the appropriate Participating Institution's breach notification address (listed below) and any Authorized Agents of Participating Institution without unreasonable delay and no later than 48 hours after breach discovery.

(1) Texas State University System Administration: breachnotifications@txstate.edu
(2) Texas State University: breachnotifications@txstate.edu
(3) Sam Houston State University: breachnotifications@shsu.edu
(4) Lamar University: breachnotifications@lamar.edu
(5) Sul Ross State University: breachnotifications@sulross.edu
(6) Lamar State College Port Arthur: breachnotifications@lamarpa.edu
(7) Lamar State College Orange: breachnotifications@lsco.edu
(8) Lamar Institute of Technology: breachnotifications@lit.edu

3.2 Include the following information in the notification:

(1) a description of the impacted products or services;
(2) a full description of all breached data fields;
(3) the number of breached records;
(4) date of breach (suspected or known);
(5) date of breach discovery by Bank;

(6) method of breach (e.g., accidental disclosure, malicious intrusion);
(7) information security program point of contact including name, email and phone details;
(8) and remediation status (complete, in process - with detail).

3.3 Assume responsibility for informing all such individuals in accordance with applicable law.

4. Mandatory Disclosure of Confidential Information

If Bank becomes compelled by law or regulation (including securities' laws) to disclose any Confidential Information, the Bank must provide Participating Institution written notice without unreasonable delay so that Participating Institution may seek an appropriate protective order or other remedy. If a remedy acceptable to Participating Institution is not obtained by the date that the Bank must comply with the request, the Bank will furnish only that portion of the Confidential Information that it is legally required to furnish, and the Bank shall require any recipient of the Confidential Information to exercise commercially reasonable efforts to keep the Confidential Information confidential.

5. Remedies for Disclosure of Confidential Information

Bank and Participating Institution acknowledge that unauthorized disclosure or use of the Confidential Information may irreparably damage Participating Institution in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give Participating Institution the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Bank further grants Participating Institution the right, but not the obligation, to enforce these provisions in Bank's name against any Bank's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.

6. Non-Disclosure

Bank is permitted to disclose Confidential Information to its employees, authorized contractors and subcontractors, agents, consultants, and auditors on a need-to-know basis only, provided that all such contractors, subcontractors, agents, consultants and auditors have written confidentiality obligation to Bank.

7. Survival

The confidentiality obligations shall survive termination of any agreement with Bank and for a period of ten (10) years or for so long as the information remains confidential, whichever is longer and will inure to the benefit of Participating Institution.

EXHIBIT F

COMPENSATING RATES ON AVERAGE BALANCES

(Placeholder for compensating rates, floor rate, index information, etc.)

Total Annual Service Volume by Institution

AFP Code and Service Description	Texas State University	Sam Houston State University	Lamar University	Lamar Institute of Technology	Lamar State College Orange	Lamar State College Port Arthur	Grand Total	Proposed Fee (Per Occurrence)
00 0230 - RECOUPMENT MONTHLY	74,265	4		7,703			81,971	$ -
00 0230 - RECOUPMENT MONTHLY IB	5,940	115,371	181,815	72,474			375,600	$ -
00 0321 - ACCOUNT ANALYSIS-CREDIT ADJUSTMENT	(1)	(8)	(13)	(13)			(35)	$ -
000 230 - BALANCE BASED CHARGES						28,603,317	28,603,317	$ -
01 0000 - ACCT MAINTENANCE	48	32	24	2			106	$ -
01 0010 - ACCT MAINTENANCE CHEXSTOR-PLUS	12	60	24	22			118	$ -
01 0020 - ZERO BALANCE MASTER ACCOUNT MAINT	10	10	10	9			39	$ -
01 0021 - SUBACCOUNT MAINTENANCE	60	96					156	$ -
01 0021 - ZERO BALANCE MONTHLY BASE	26	50	26	13			115	$ -
01 0100 - DEBITS POSTED	4,216	3,384	1,800	656			10,056	$ -
01 0101 - CONT DISB CREDITS POSTED	503	1,012					1,515	$ -
01 0101 - DESKTOP DEPOSIT-DEPOSIT CREDITED	401	1,147		142			1,690	$ -
01 0310 - DDA STATEMENT - PAPER		13		12			25	$ -
01 0610 - CHECK DEPOSIT ADJUSTMENT			4				4	$ -
01 0640 - CREDIT RATING AUDIT REQUEST				1			1	$ -
010000 - ACCOUNT MAINTENANCE						84	84	$ -
010020 - IN-COUNTRY SWEEP MASTER						12	12	$ -
010021 - IN-COUNTRY SWEEP PARTICIPANT						48	48	$ -
010100 - CHECK/DEBIT POSTED						2,637	2,637	$ -
010100 - DEBIT POSTED - ELECTRONIC						1,202	1,202	$ -
010101 - CREDIT POSTED - ELECTRONIC						2,246	2,246	$ -
010101 - CREDITS POSTED						225	225	$ -
010307 - STATEMENT CYCLES						84	84	$ -
10 0006 - BRANCH DEPOSIT		31		6			37	$ -
10 0006 - CASH DEPOSITED IN WF BRANCH		2,688					2,688	$ -
10 001A - BRANCH DEPOSIT POST VERIFY	590						590	$ -
10 001A - POST VERIFY CASH DEPOSITED	822,987						822,987	$ -
10 0040 - CASH ORDER FEE IN A WF BRANCH		2					2	$ -
10 0040 - CURRENCY FURNISHED BY WF BRANCH		400					400	$ -
10 0100 - CASH VAULT DEPOSIT	1		236	191			428	$ -
10 0141 - CASH VAULT ORDER - AUTOMATED	1		9				10	$ -
10 0144 - CASH VAULT COIN ROLLS FURNISHED			148				148	$ -
10 0146 - CASH VAULT COIN FURNISHED-STD BOX	5						5	$ -

APPENDIX THREE - Consolidated Service Volumes Proposed Fees

10 0199 - CASH VAULT CURRENCY FURNISHED	37,000		4,000				41,000	$ -
10 0199 - CASH VAULT CURRENCY/COIN DEPOSITED	37,000		5,001,308	228,955			5,267,263	$ -
10 0224 - DEPOSITED CHECK	2,089	7	3,324	8			5,428	$ -
10 0224 - DESKTOP DEPOSIT-DEPOSITED ITEM	11,392	9,762		486			21,640	$ -
10 0230 - ELECTRONIC DEPOSIT - DEP ADJUSTMENT	3	1					4	$ -
10 0400 - RETURN ITEM - CHARGEBACK	35	36	9				80	$ -
10 0401 - RETURN ITEM SPECIAL INST MTHLY BASE	60						60	$ -
10 0401 - RETURN ITEM SPECIAL INSTRUCTIONS	35						35	$ -
10 0402 - RETURN ITEM REDEPOSITED	18		2	1			21	$ -
10 0416 - RETN ITEM SUBSCRIPTION PER ACCT	24						24	$ -
10 0416 - RETN ITEM SUBSCRIPTION PER ITEM	36						36	$ -
10 0416 - RETURN DECISIONING PER ITEM		8					8	$ -
10 0416 - RETURN ITEM RETRIEVAL-IMAGE		40	10				50	$ -
10 0416 - RETURN ITEM SERVICE MTHLY BASE	24	12	48	20			104	$ -
10 0430 - RETN ITEM SUBSCRIPTION OPT DETL	67						67	$ -
10 0501 - ADJ FOR CASH DEPOSITED IN WF BRANCH	7						7	$ -
10 0501 - CASH VAULT DEP - ADJUSTMENT			2				2	$ -
10 0511 - CASH VAULT ADJUSTMENT REPORT-EMAIL	12						12	$ -
10 0520 - CASH VAULT ADJ ADVICE - US MAIL			2				2	$ -
100040 - BRANCH ORDER PROCESSED						11	11	$ -
100044 - BRANCH ORDER - COIN ROLL						509	509	$ -
10004A - BRANCH ORDER CURRENCY STRAP						18	18	$ -
100100 - VAULT DEPOSIT						226	226	$ -
10011Z - VAULT DEPOSIT PER $1,000						235	235	$ -
100220 - CHECK DEPOSITED-ON US						96	96	$ -
100224 - CHECK DEPOSITED-TRANSIT						501	501	$ -
15 0000 - CONT DISB ACCT MAINT W/CXSTR	24	24					48	$ -
15 0030 - CONT DISB PERFECT PRESNT BASE	24						24	$ -
15 0030 - POSITIVE PAY MONTHLY BASE	48	60	24	10			142	$ -
15 0100 - DDA CHECKS PAID		258	12,443	691			13,392	$ -
15 0110 - CONT DISB CHECKS PAID	19,083	9,522					28,605	$ -
15 0122 - PAYEE VALIDATION STANDARD-ITEM	19,083	9,775	12,277	653			41,788	$ -
15 0129 - CONT DISB PERFECT PRESNT CHK RTN	27						27	$ -
15 0220 - CONT DISB CASHED CHECK-FLOAT FEE	730	511					1,241	$ -
15 0222 - POSITIVE PAY EXCEPTION CHECKS RETND		11	22	1			34	$ -
15 0240 - PYMT AUTH MAX CHECK MTHLY BASE	3	42	24				69	$ -
15 0300 - CONT DISB MICR REJECTS >1% THRU 2%	44						44	$ -
15 0300 - MICR CHECK REJECTS OVER 2%			1,985				1,985	$ -
15 0310 - CONT DISB PERFECT PRESNT EXCEP	124						124	$ -

15 0310 - POS PAY CHECKS WITH NO ISSUE RECORD	16	10	169				195	$ -
15 0310 - POSITIVE PAY EXCEPTIONS - ITEM		50	279	3			332	$ -
15 0410 - STOP PAYMENT - ONLINE	317		119	11			447	$ -
15 0412 - STOP PAYMENT - AUTO RENEWAL		1					1	$ -
15 0499 - STOP PAYMENT - PAPER CONFIRMATION		1					1	$ -
15 0500 - WF CHK CASHED FOR NONACCT HOLDER	186		12	1			199	$ -
15 0700 - ONLINE CONT DISB SUBSCRIPTION BASE	24	24					48	$ -
15 0724 - POSITIVE PAY EXCEPTION-ONLINE IMAGE	117	39	228	3			387	$ -
15 1350 - IFI MAINTENANCE PER PRODUCT	12		12	10			34	$ -
15 1352 - DESKTOP DEPOSIT IMAGES RETRIEVED	136						136	$ -
15 1352 - IMAGE VIEW < 90 DAYS - ITEM	225	45	212	10			492	$ -
15 1352 - IMAGE VIEW > 90 DAYS - ITEM	259	37	84	1			381	$ -
15 1354 - IFI PAID CHECKS - IMAGE	38,064		12,842	661			51,567	$ -
15 9999 - IFI PAID CHECKS - DELUXE	29,538						29,538	$ -
150030 - EXCEPTION NOTIFICATION - ACCT						36	36	$ -
150030 - POSITIVE PAY MAINTENANCE						36	36	$ -
1500ZZ - POST NO CHECKS MAINTENANCE						48	48	$ -
150122 - PAYEE NAME VERIFICATION						2,637	2,637	$ -
150300 - EXCEPTION ITEM						62	62	$ -
150320 - CHECK EXCEPTION RETURN						173	173	$ -
150400 - CHECK INQUIRY MAINTENANCE						36	36	$ -
151351 - IMAGE CAPTURE PER ITEM						2,449	2,449	$ -
151351 - IMAGE STORAGE PER ITEM						2,618	2,618	$ -
20 0010 - ARP MONTHLY BASE - FULL		60	24				84	$ -
20 0020 - ARP MONTHLY BASE - PARTIAL	72			10			82	$ -
20 0100 - OUTGOING TRANSMISSION - PER ITEM				622			622	$ -
20 0120 - ARP PARTIAL RECONCILIATION - ITEM	19,083			653			19,736	$ -
20 0201 - ARP FULL RECON-ITEM		11,627	12,432				24,059	$ -
20 0201 - ARP PART POSITIVE PAY ISSUE - ITEM	20,424			588			21,012	$ -
20 0201 - ONLINE CHECK ISSUES-ITEM		400	57				457	$ -
20 0301 - ARP OUTPUT - TRANSMISSION				10			10	$ -
20 0306 - ARP OPTIONAL REPORTS	12		24	10			46	$ -
20 0306 - ONLINE ARP STMT & RPTS MONTHLY BASE	72		24	10			106	$ -
20 9999 - ARP AGED ISSUE RECORDS ON FILE-ITEM	89,775	8,204	45,750	5,990			149,719	$ -
200020 - PATRIAL RECONCILEMENT - MAINT						36	36	$ -
200301 - OUTPUT FILE						39	39	$ -
25 0000 - ACH MONTHLY BASE	48	26	36	22			132	$ -
25 0000 - ACH/WIRE PERFECT RECEIVABLE-MO BASE		12					12	$ -
25 0000 - ONLINE PAYMENTS BASE FEE		12					12	$ -

25 0102 - ACH FUTURE DATED ITEM	282,803	124,180	64,554	10,884			482,421	$ -
25 0102 - ACH SAME DAY	6	16,103	2				16,111	$ -
25 0102 - ONLINE PAYMENTS NEXT DAY ITEM		48					48	$ -
25 0120 - ACH ORIGINATED - ADDENDA REC		26,570	4,768	1,386			32,724	$ -
25 0201 - ELECTRONIC CREDITS POSTED	33,566	12,984	5,000	1,559			53,109	$ -
25 0202 - ACH RECEIVED ITEM	19,518	9,209	3,713	1,187			33,627	$ -
25 0220 - ACH RECEIVED ADDENDA	27,686	21,175	4,755	1,745			55,361	$ -
25 0302 - ACH NOC - ELECTRONIC	1,140	217	213	54			1,624	$ -
25 0302 - ACH RETURN ADMIN -ELECTRONIC	762	265	142	70			1,239	$ -
25 0302 - ACH RETURN ITEM-ELECTRONIC	1,068	1,001	505	22			2,596	$ -
25 0310 - ACH RETURN ITEM-REDEPOSITED	1,490						1,490	$ -
25 0312 - ACH RETURN UNAUTHORIZED -ELECTRONIC	32	16	9				57	$ -
25 0312 - ACH RETURN UNAUTHORIZED QUALITY FEE	32	16	9				57	$ -
25 0400 - ACH RETURN SUBSCRIPTION - ITEM	15,184	1,620	1,747	255			18,806	$ -
25 0400 - ACH RETURN SUBSCRIPTION-ACCOUNT	40	30	30	18			118	$ -
25 0501 - ACH TRANSMISSION CHARGE	2,778	1,706	658	325			5,467	$ -
25 0510 - ONLINE PAYMENTS BATCH RELEASE		12					12	$ -
25 0620 - ACH DELETE - ITEM	34		10				44	$ -
25 0622 - ACH EXCEPTION PROCESS-DUPLICAT FILE	16	23	6	3			48	$ -
25 0630 - ACH REJECT ITEM	2	1					3	$ -
25 0642 - ACH REVERSAL - ITEM	12	8	2				22	$ -
25 0703 - ACH SUBSCRIPTION - ACCOUNT	98	8	36	2			144	$ -
25 0703 - ACH SUBSCRIPTION - ITEM	376,091						376,091	$ -
25 0706 - SDD ACH REPORTING	20	3	12				35	$ -
25 0710 - ACH MAIL SERVICE	2	1					3	$ -
25 0720 - ACH CUSTOMER REPORTS	2	1					3	$ -
25 1001 - ACH FRAUD FILTER - SET UP		1					1	$ -
25 1010 - ACH SPECIAL INVESTIGATION	6	7	3				16	$ -
25 1050 - ACH FRAUD FILTER REVIEW MO BASE	70	74	36	24			204	$ -
25 1050 - ACH FRAUD FILTER STOP MTHLYBASE	24	32	12				68	$ -
25 1052 - ACH FRAUD FILTER STOP - ITEM	6						6	$ -
25 1053 - ACH FRAUD FILTER REVIEW - ITEM	42	273	63	2			380	$ -
250000 - JPM ACCESS ACH MAINTENANCE						48	48	$ -
250100 - DEBIT ORIGINATED - JPM ACCESS						444	444	$ -
250101 - CREDIT ORIGINATED - JPM ACCESS						8,587	8,587	$ -
250120 - ADDENDA RECORD ORIGINATED						1,188	1,188	$ -
250200 - DEBIT RECEIVED						534	534	$ -
250201 - CREDIT RECEIVED						1,562	1,562	$ -
250302 - RETURN ITEM						82	82	$ -

250310 - RETURN ITEM REDEPOSIT						4	4	$ -
250400 - NOTIF OF CHANGE - ONLINE						53	53	$ -
250400 - RETURN NOTIFICATION - ONLINE						81	81	$ -
250620 - DELETION / REVERSAL - ELEC						1	1	$ -
251050 - TRANSACTION BLOCK MAINTENANCE						84	84	$ -
251051 - ACH TRANS BLOCK AUTHORIZED ID						324	324	$ -
251070 - NOTIFICATION OF CHANGE						53	53	$ -
30 0225 - ONLINE EDI PMT DETAIL - ITEM	52,433	21,188	7,305	1,049			81,975	$ -
30 0225 - ONLINE EDI PMT DETAIL-ADDENDA ITEM	103,053	63,784	9,735	1,851			178,423	$ -
30 0505 - ONLINE TREAS INFO REPORT EDI SETUP		1					1	$ -
300523 - EDI DETAIL REPORT JPMACCESS						951	951	$ -
300523 - EDI SUMMARY REPORT JPMACCESS						715	715	$ -
33 0000 - ONLINE EDI PMT DETAIL SUBSC MO BASE	60	58	12	12			142	$ -
35 0100 - WIRE OUT DOMESTIC VANTAGE/API	74	409	406	131			1,020	$ -
35 0113 - WIRE OUT XBDR USD VANTAGE/API	92	87	14				193	$ -
35 0115 - WIRE OUT XBDR FX VANTAGE/API	50	2	14				66	$ -
35 0120 - WIRE BOOK TRANSFER VANTAGE/API	647	4		11			662	$ -
35 0300 - WIRE IN TO USA ACCT-USA DOMESTIC	208	120	89	19			436	$ -
35 0310 - WIRE IN XBDR USA ACCT-USD OR FX	94	8	123				225	$ -
35 0320 - WIRE IN XBDR CORRESP BANK-USD/FX	34	4	55				93	$ -
35 0330 - WIRE IN REPAIR			3				3	$ -
35 0541 - WIRE OUT REPAIR	1	1		1			3	$ -
35 0551 - WIRE TEMPLATE STORAGE BASE	12						12	$ -
35 0560 - WIRE INVESTIGATION	7	2					9	$ -
35 9999 - WIRE ACCOUNT ADD VANTAGE/API		1					1	$ -
35 9999 - WIRE BASE -VOICE	3						3	$ -
35 9999 - WIRE EXT CUTOFF BASE VANTAGE/API		12					12	$ -
35 9999 - WIRE OUT OUR CHG-USA ACCT	83	73	14				170	$ -
35 9999 - WIRE OUT USA ACCT-RETURNED TO CUST	1		5				6	$ -
35 9999 - WIRE PIN BASE	3						3	$ -
350100 - ELECTRONIC FED DEBIT S/T						12	12	$ -
350120 - ACCT TRANSFER ITEM						40	40	$ -
350300 - FED CREDIT S/T						25	25	$ -
40 0002 - BAI MONTHLY BASE	60						60	$ -
40 0052 - PLUS INFO RPTG BASE PER ACCT	2	10					12	$ -
40 0052 - PREV DAY BASE PER ACCT PER REPORT	80	84	40	20			224	$ -
40 0055 - INTRADAY BASE PER ACCT PER REPORT	80	50	40	20			190	$ -
40 0055 - REPORTING ITEMS LOADED	14,122	6,985	2,861	466			24,434	$ -
40 0058 - DESKTOP DEPOSIT MONTHLY BASE	12	46		20			78	$ -

APPENDIX THREE - Consolidated Service Volumes Proposed Fees

40 005Z - BASIC BANKING BASE PER ACCOUNT	20			1			21	$ -
40 0222 - WIRE TRANSFER REPORT BASE	20	34	20	10			84	$ -
40 0225 - ARP STMTS & RPTS (CSV/EXCEL) BASE		60					60	$ -
40 0228 - TRANSMISSION ACCESS PER ACCT	12						12	$ -
40 022Z - ALERTS SERVICE - EMAIL	5,672	3,361	3,581	613			13,227	$ -
40 022Z - ALERTS SERVICE - TEXT	65			113			178	$ -
40 0242 - BAI TRANSACTIONS REPORTED	30,000						30,000	$ -
40 0271 - PREV DAY EXT DETAIL ITEMS RPTD		390					390	$ -
40 0272 - ARP STMTS & RPTS (CSV/EXCEL) / ITEM		440,830					440,830	$ -
40 0272 - DESKTOP DEPOSIT REPORT PER ITEM	136						136	$ -
40 0274 - WIRE TRANSFER RPRT PER ITEM	6	5					11	$ -
40 0275 - INTRADAY REPORTING ITEMS RPTD	17,940	1,962	16,116	2,353			38,371	$ -
40 0275 - ONLINE CONT DISB SUBSCRIPTION-ITEM		1,001					1,001	$ -
40 034Z - ONLINE SEARCH	728	508	480	24			1,740	$ -
40 0425 - PREMIUM INFO RPTG BASE PER ACCT	24	24	8	4			60	$ -
40 0425 - PREV DAY REPORTING ITEMS LOADED	52,734	34,283	17,243	2,758			107,018	$ -
40 0832 - WIRE TEMPLATE ONLINE	128	258	348	189			923	$ -
40044Z - ACCOUNTS REPORTED						84	84	$ -
40066Z - EXTENDED TRANSACTION DETAIL						22,120	22,120	$ -
40066Z - TRANSACTIONS REPORTED - 90 DAY						6,418	6,418	$ -
401000 - MONTHLY SERVICE						12	12	$ -
60 9999 - DEPOSITED CHECK ON CANADIAN BANK	1						1	$ -
Unknown - Account Maintenance					120		120	$ -
Unknown - ACH Credits - Received					2,885		2,885	$ -
Unknown - ACH Debits - Received					1,164		1,164	$ -
Unknown - ACH Orig Item - Treasury					17,658		17,658	$ -
Unknown - ACH Origination					24		24	$ -
Unknown - ACH Returned Credit Item Fee					118		118	$ -
Unknown - ACH Returned Debit Item Fee					26		26	$ -
Unknown - Business Online - Treasury					24		24	$ -
Unknown - Check Returned - Chargeback					2		2	$ -
Unknown - Checks Paid					1,554		1,554	$ -
Unknown - Deposits Posted					936		936	$ -
Unknown - Items Deposited - On Us					226		226	$ -
Unknown - Items Deposited - Transit					612		612	$ -
Unknown - Payment Manager Exception Item					144		144	$ -
Unknown - Remote Deposit - Standard					24		24	$ -
Unknown - Remote Deposit Item - Standard					810		810	$ -
Unknown - Remote Deposits Posted					322		322	$ -

Unknown - Rolled Coin - per roll					128		128	$ -
Unknown - Wire Online - Outgoing					68		68	$ -
Unknown - Wire Transfer - Incoming					72		72	$ -
Unknown - Wire Transfer - Outgoing					196		196	$ -