

Original

March 20, 2019

Upshur County Judge
PO BOX 790
Gilmer, Texas 75644

RE: RFP Depository Bid Upshur County

Ladies and Gentlemen:

Attached is our bid for your review and consideration to serve as depository bank for Upshur County for a two year term from June 1, 2019 through May 31, 2021. Prosperity Bank has served as the depository bank for many public fund entities and would welcome the opportunity to start that relationship and grow with the county.

Brokerage and investment services are offered through our partner, Raymond James. Services offered include, but are not limited to, brokerage accounts, DvP accounts and safekeeping services of assets funding said accounts, as well as purchasing and selling of securities, bonds, mutual funds, treasuries and insurance products, etc. Specific pricing for any services must be obtained from Raymond James. ProsperityPrivate Investment associates will act as a facilitator for all parties.

Prosperity Bank, a member of the FDIC, is a \$22 billion Texas based bank formed in 1983. Operating under a community banking philosophy, Prosperity Bank seeks to develop a broad customer relationship based on service and convenience. We currently contract with over 485 public fund entities statewide, servicing deposits in excess of \$2.7 billion. Prosperity Bank operates 245 full service banking centers including the Gilmer location.


We have attempted to bid in a very straightforward and simple manner. However, if you have any questions or need additional information, please do not hesitate to contact us at 903.843.5525 or Tabitha.dodson@Prosperitybankusa.com.

We look forward to building a working relationship with the officers and employees of Upshur County. We are here to be a contributing member of our community and would like the opportunity to be your depository bank. This proposal is valid for 60 days from March 28th, 2019.

Respectfully,



Tabitha Dodson
Vice President
Prosperity Bank
218 W Cass St
Gilmer, TX 75644

FILED
TERRI ROSS
COUNTY CLERK
2019 MAR 29 AM 11:11
UPSHUR COUNTY, TX.
BY 
DEPUTY

Original

FEBRUARY 22, 2019



REQUEST FOR PROPOSALS

UPSHUR COUNTY, TEXAS

UPSHUR COUNTY BANK DEPOSITORY



PROSPERITY BANK®

MEMBER FDIC

CASHIER'S CHECK No. 2274760

REMITTER PROSPERITY BANK
GILMER 199 RS#1

Mar 22, 2019

PAY TO THE ORDER OF UPSHUR COUNTY

\$ 94,000.00

Ninety Four Thousand and 00/100*****
DOLLARS

TWO SIGNATURES REQUIRED

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED
BEFORE THIS CHECK WILL BE REPLACED OR REFUNDED IN
THE EVENT IT IS LOST, MISPLACED OR STOLEN.

Shonda Starr _____ MP
AUTHORIZED SIGNATURE
Jabw Starr _____
AUTHORIZED SIGNATURE

⑈ 2274760⑈ ⑆ 113122655⑆ ⑈ 04131271⑈

REQUEST FOR PROPOSALS (RFP)

FOR

DEPOSITORY SERVICES		
RFP Issue Date: FEBRUARY 22,2019	RFP Manager: BRANDY VICK, COUNTY TREASURER	
RFP Date Due: MARCH 28,2019 BY 5:00p.m.	Anticipated Opening Date: MARCH 29, 2019	Anticipated Award Date: APRIL 30, 2019

RFPs must be received by the submission deadline in a sealed envelope.
RFPs received after the deadline will not be accepted and will be returned unopened.
RFPs submitted by electronic transmission will NOT be accepted.
Respondents accept all risks of late submission delivery regardless of fault.

RESPONSES SHALL BE DELIVERED TO:

Upshur County Judge
"RFP – Upshur County Bank Depository"
P.O. Box 790
Gilmer, Texas 75644

Upshur County reserves the right to reject any and all submittals, and to waive any irregularity, informality, technicality, or deficiencies in the submittal and evaluation process. This RFP does not obligate Upshur County to pay any costs incurred by respondents in the preparation or submissions of their proposal. Furthermore, the RFP does not obligate the County to accept or negotiate a contract with any firm or individual for any expressed or implied services.

If the bank has questions regarding the application/bid, please contact Brandy Vick, County Treasurer at upshur.vick@yahoo.com or 903-680-8137.

REQUEST FOR PROPOSALS- Upshur County Bank Depository

TERMS AND CONDITIONS

The parties, Upshur County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "County") and Prosperity Bank (hereinafter referred to as "Vendor," "Offeror," or "Applying Bank"), hereby agree upon the following terms and conditions.

1. The Upshur County Commissioners Court is soliciting Proposals for furnishing services associated with a County depository bank as set forth in this Request for Proposal ("RFP").
2. Complete RFP's shall be placed in a sealed envelope and plainly marked "Proposal/Bid on County's Bank Depository" and delivered or mailed to the office of the Upshur County Judge, third floor of the Upshur County Courthouse, 100 W Tyler or P.O. Box 790 Gilmer, TX 75644 by 5:00 p.m., March 28, 2019.

A Commissioner's Court meeting will be held on March 29, 2019 to open the Proposals/Bids by the Commissioners Court.

Proposals must include one (1) original and four (4) copies. The original Proposal must be clearly marked "ORIGINAL" and contain all original signatures.

Proposals which are received after the specified time and date will not be considered and will be returned to the Offeror unopened.

RFP's must be in the possession of the County Judge by the time and date indicated above. The County will not be responsible for mail or delivery charges, or for charges associated with preparation of bid or bid materials.

Any applications not conforming to the specifications shall be rejected. It will be the responsibility of the Offeror to conform to the specifications unless deviations have been specifically cited by the Offeror and acceptance made by the County on the basis of the exception.

3. RFP's may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Offeror guaranteeing authenticity. After the official opening, RFP's may not be amended, altered, or withdrawn without the recommendation of the Purchasing Office, the Treasurer's Office, and the approval of the Commissioners Court. All RFP's become the property of the County and will not be returned to the Offeror.
4. The County is exempt from federal excise and state sales tax: therefore, tax must not be included in this bid.
5. TERM OF CONTRACT: This contract will be for a two year period beginning June 1, 2019 through May 31, 2021, in accordance with Local Government Code 116.021
6. OPTION TO RENEW: This contract may be extended provided all terms and conditions, except for the contract period being extended or any price redetermination as authorized elsewhere in this contract, remain unchanged and in full force and effect. Option, if exercised, to be executed in the form of a Modification/Supplemental Agreement, to be issued not sooner than ninety (90) days prior to expiration of this contract, nor later than the final day of the contract period. This Option to Renew requires the mutual agreement in writing signed by both parties. Refusal by either party to exercise this Option to Extend shall require this contract to expire on the original

REQUEST FOR PROPOSALS- Upshur County Bank Depository

or mutually agreed. The extension period shall be (2) two years in accordance with Local Government Code 116.021.

7. The County reserves the right to accept or reject in part or in whole any RFP submitted, and to waive any technicalities For the best interest of the County when awarding to the most qualified Offeror.
8. Continuing non-performance of the Offeror in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for supplies or services which are unsatisfactory. The County may give Offeror a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.
9. The undersigned agrees, if this RFP is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the RFP. Banking services not detailed on the worksheet will be provided at no cost.
10. ETHICAL CONDUCT: The offeror shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official, or director of Upshur County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

The Offeror affirms that the only person or parties interested in this bid/offer as principals are those named herein, and that this bid/offer is made without collusion with any other person, firm, or corporation.

11. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS: A prospective Offeror must affirmatively demonstrate Offeror's responsibility. A prospective Offeror must meet the following requirements:
 1. Have adequate financial resources, or the ability to obtain such resources as required;
 2. Be able to comply with the required or proposed delivery schedule;
 3. Have a satisfactory record of performance;
 4. Have a satisfactory record of integrity and ethics; and
 5. Be otherwise qualified and eligible to receive an award.

Upshur County may request representation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.

12. Offeror must provide any and all warranty terms and conditions. Offeror's Terms & Conditions are subject to the review and approval of Upshur County. In the event of conflicting Terms & Conditions, the terms submitted in the solicitation package shall prevail. Offeror must clearly identify any conflict with terms & conditions by denoting them on the same page where the conflicting terms & conditions appear.
13. Payment shall not constitute an acceptance of the item(s) RFP nor impair the County's right to inspect any of its remedies.
14. All fees are to be firm for the life of the contract. Interest rates are subject to the renegotiation clause, Local Government Code 116.021(b).
15. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specific article or material shall be understood as descriptive, not restrictive.

REQUEST FOR PROPOSALS- Upshur County Bank Depository

16. Offeror shall provide the defense for and indemnify and hold harmless County from all claims, suits, causes or action, and liability arising out of the execution of this contract or in connection with Offeror's use of the premises thereunder.

Notwithstanding the foregoing or anything to the contrary in this RFP, however, Offeror shall only indemnify, defend, and hold harmless the County from all claims, suits, causes of action, and liability directly arising out of Offeror's gross negligence or willful misconduct in performing its duties and obligations under this RFP and not in any way to Offeror's use of the County's premises (since the RFP relates to the provision of financial services by Offeror to County and not to the leasing of County's premises), and Offeror shall not be liable for special, incidental, or indirect damages or for any economic, consequential damages or for lost profits, business revenue, goodwill, or anticipated savings, even if informed of their possibility.

17. The Offeror agrees that the goods, equipment, supplies or services furnished under this contract shall be covered by the most favorable commercial warranties offered by the Offeror to any customer for such goods, equipment, supplies, or services. The Offeror shall not limit or exclude any express, written, or implied warranties and any attempt to do so shall render this contract voidable at the option of County. The offeror warrants that the product sold to the County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970.
18. The Offeror shall make himself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances and regulations which in any manner affect the conduct of the work.
19. The parties herein agree that this Contract shall be enforceable in Upshur County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in a court of competent jurisdiction in Upshur County, Texas.
20. This Contract shall be governed by and construed on accordance with the laws of the State of Texas and all applicable Federal Laws.
21. This RFP along with submitted documents and any negotiations, when properly accepted and awarded by Upshur County Commissioners Court, shall constitute a contract equally binding between the successful Offeror and County. No different or additional terms will become a part of this contract with the exception of a Change Order. This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.
22. This Contract shall not be assignable by the Offeror without prior written consent of County. This agreement shall be binding on and inure to the benefit of the successors and assign of the respective parties to this agreement.
23. If the Offeror defaults in the performance of this contract or materially breaches any of its provisions, County shall have the right to terminate this contract by giving written notice of termination within sixty (60) days of the occurrence of the default or material breach.
24. No provision of this agreement shall affect or waive any sovereign or governmental immunity available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law.

REQUEST FOR PROPOSALS- Upshur County Bank Depository

GENERAL: It is the intent of Upshur County Commissioners Court under the authority given by Article 2544, et.seq., of the revised Civil Statutes of Texas, as revised by Local Government Code, Chapter 116.000 through 116.155 as passed by the 70th Leg. 1987 amended by Acts 1991, 72nd Leg., and Acts 1995, 74th Leg.; and Article 2547 a,b, and c, will receive applications from banks in Upshur County desiring to be designated as the County Depository for the next two years beginning June 2019 thru May 2021. Also, under the authority given by Article 2558a, et. Seg., of the Revised Civil Statutes of Texas, as revised by Local Government Code, Chapter 117.000 thru 117.084 as passed by the 70th Leg. 1987 and amended by Acts 1989, 71st Leg., and Acts 1997, 75th Leg., applications will be received from banks in Upshur County desiring to be designated as Depository for Trust Funds in possession of the County and District Clerk's offices for the next two (2) years beginning June 2019 and ending May 2021.

CONTRACT/TERMS: Under section 116.021 of the Local Government Code, as requires by law, the County may choose to contract with the successful bank or banks for either a two-year period or a four-year period. If the County opts for a two-year contract, then it will begin June 2019 thru May 2021. Under the deposit contract the terms shall remain unchanged for the period of two years.

The County reserves the right to invest portions of its financial resources in non-depository instruments and investment pools as authorized by law.

The following pages will serve as the specifications for the bids. Proposals can be submitted on the following form or the bidders own letterhead, HOWEVER; please follow the same form in answering questions.

The bid will consist of three sections:

Section #1 General Operating Funds of Upshur County

Section #2 County Clerk and District Clerk Trust Funds

Section #3 Permanent and Available School Fund of Upshur County

Note: The Texas Local Government Code Section 116.021(b) states that where the contract for the deposit of public funds is for a four-year or longer term, the contract shall allow the governmental entity to establish, on the basis of negotiations with the bank and the bank's approval, new interest rates and financial terms of the contract that will take effect during the final two years of the four-year or longer contract. In the event that Upshur County and Prosperity Bank are unable to agree upon such new interest rates and/or financial terms of the contract that will take effect during the final two years of the four-year or longer contract, Prosperity Bank shall have the right, at its option, to terminate the deposit agreement upon written notice to Upshur County without cost or penalty.

AWARDING CONTRACT: Upshur County will award Depository Bank contract based on, but not limited to the following criteria:

1. Bank's past, present, and prospective financial condition and the bank's ability to pledge adequate securities against county funds.
2. Ability and experience to provide depository services requested in RFP to similar accounts.
3. Cash management products available that will enhance the County's banking procedures.
4. Net rate of return on County's funds.
5. Cost of services.
6. Cash Management products available that will enhance the County's banking procedures.

REQUEST FOR PROPOSALS- Upshur County Bank Depository

TERMINATION FOR CAUSE: Subject to the provisions below, the contract derived from this Invitation to Bid may be terminated by the County thirty (30) days in advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

Termination by the County for cause, non-performance, default or negligence on the part of the bidder shall be excluded from the foregoing provision; termination cost, if any, shall not apply. The thirty (30) day advance notice requirement is waived in the event of Termination for Cause. In the event of Termination for Cause, Upshur County can then select the next most advantageous bidder.

SECTION I – GENERAL OPERATING FUNDS OF UPSHUR COUNTY

APPLICATION REQUIREMENTS

SUBMITTING FINANCIAL STATEMENTS: Bidder must state the amount of the bank’s paid-up capital stock and permanent surplus and must submit a statement showing the financial condition of the bank on the date of the application as stated under Chapter 116.023 of the Local Government Code.

*Capital Stock as of Dec 2018 \$520,000
Surplus as of Dec 2018 \$2,617,203,000*

Additionally we have included a hard copy financial statement in the original copy of the proposal. Our financial statements can also be found at the following web addresses:

*FFIEC Call Report & UPBR Reference
Prosperity Bank IDRSSD #664756, Prosperity Bank Certificate #16835
<https://cdr.ffiec.gov/public/ManageFacsimiles.aspx>*

*Prosperity Bancshares Inc Annual Reports
<http://www.prosperitybankusa.com>*

GOOD FAITH GUARANTEE: Bidder desiring to be selected as County Depository must submit with the application a CERTIFIED CHECK OR CASHIER’S CHECK in the amount of \$94,000.00 (one-half of one percent of the County’s Revenue) for the preceding fiscal year, under Chapter 116.023 of Local Government Code, payable to Upshur County as a guarantee of good faith. Upshur County will hold the cashier’s check until the Depository Bank is selected and securities have been pledged.

Cashier’s check is provided within

LIQUIDATED DAMAGES FOR NOT PROVIDING SECURITIES: As stated in Local Government Code 116.023 (C): If a bank is selected as a depository and does not provide the bond and/or securities, the county shall retain the amount of the check as liquidated damages. A new Depository shall then be selected.

AMOUNTS TO BE PLEDGED: Within fifteen (15) days after the selection of the depository bank by Commissioners Court, the selected Bank shall qualify as provided by law. The County will accept Surety Bonds and /or a Securities Pledge Contract provided for under Tex. Loc. Gov’t Code Ann. Chapter 116, as the method of securing the funds of the County. The bank selected as depository will execute within the time prescribed by law a security pledge contract accompanied by securities as hereinafter specified, and /or a bond issued and executed by a solvent surety company or companies authorized to do business in the State of Texas or both such securities pledge contract and bond. All releases of pledges are to be

REQUEST FOR PROPOSALS- Upshur County Bank Depository

approved by the County Treasurer and the Commissioners' Court. The Depository Bank will provide monthly reporting of the Market Value of securities pledged to Upshur County. The bank must propose how it will value pledged securities. The County at any time may investigate the value of any of the securities that may be pledged by the bank. The full cooperation of the bank will be required in such instances. All securities pledged to Upshur County from the Depository Bank must be held in a third party financial institution, or with a Federal Reserve Bank

To compensate for increases or decreases in County Deposits and fluctuations of market value of pledged collateral, the minimum market value of collateral will be **102%** of County deposits.

Pledged securities shall be the kind prescribed by law under Tex. Loc. Gov't Code Chapter 116, and must be acceptable to the County. The following securities are acceptable to the County:

1. U.S. Treasury Notes
2. U.S. Treasury Bills
3. Government National Mortgage Association Certificates
4. Federal Farm Credit Bank Notes and Bonds
5. Federal Home Loan Bank Notes and Bonds
6. Federal National Mortgage Association Notes and Bonds
7. Federal Home Loan Mortgage Corporation Notes and Bonds
8. State of Texas Bonds
9. Bonds of City, County and Independent School Districts located in Texas with a Moody's rating of AA or better or a Standard and Poor's rating of AA or better.

Adjustable rate mortgages (ARMs) and Collateralized Mortgage Obligations (CMOs) will not be acceptable. The bank must be the true and legal owner of all securities, which will be pledged to the County. The securities must be free and clear of all liens, claims, or pledged for other purposes. The County will not accept any security acquired by the bank under a repurchase agreement. The securities will be deposited with the Federal Reserve Bank of Dallas without expense to the County under an appropriate contract to be drawn to the provisions of Tex. Loc. Gov't Code Chapter 116 and amendments in accordance with the RFP, if approved.

Prosperity Bank uses Mortgage Back Securities for our Collateral. Federal Home Loan Bank of Dallas is our third party Safekeeping Bank.

COLLATERAL: The Depository Bank is responsible for notifying the County of any deficiencies in its pledged securities on a daily basis, as well as obtaining additional securities to cover the deficiency. Due to sizable changes that occur in the balances of the County's bank accounts, the County would prefer a cushion of at least \$1 million in securities over the required amount to be pledged in order to prevent a deficiency from occurring. Bidder must also file with the County a copy of the most recent Consolidated Reports of Condition and Income. The CALL Report shall be a continuing quarterly reposting requirement of the Depository Bank. Bidder must comply with Financial Institution Reform, Recovery and Enforcement Act (FIRREA) of 1989 regarding certain requirements to validate a collateral agreement.

Prosperity Bank maintains internal controls to monitor and maintain the required collateral. If the County is aware of a large transaction that will significantly increase deposit balances, the County will notify the Bank with one day's advance notice to ensure the timely pledging of additional collateral.

FFIEC Call Report & UPBR Reference

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*Prosperity Bank IDRSSD #664756, Prosperity Bank Certificate #16835
<https://cdr.ffiec.gov/public/ManageFacsimiles.aspx>*

INVESTMENTS MADE OUTSIDE DEPOSITORY BANK: Upshur County reserves the right to make investments outside the Depository Bank in accordance with the Laws of the State of Texas and the Investment Policy of Upshur County. The Depository Bank must be able to provide the necessary wire transfer service and third party safe-keeping of outside purchases of securities by Upshur County either at the Depository Bank, or a Third Party Financial Institution, or with Federal Reserve.

****All investment purchases of Government securities shall be made on a Delivery versus payment basis.**

The bidder further understands and agrees to the following:

1. That if the County has a portion of its funds invested in Time Deposits in the current depository bank and that all such Time Deposits bearing maturity dates subsequent to June 2019 shall remain in the current depository bank until maturity date.
2. That the County will leave enough money in the current depository bank to cover outstanding checks in all funds. After ninety days, any remaining balance will then be transferred at that time.

Brokerage and investment services are offered through our partner, Raymond James. Services offered include, but are not limited to, brokerage accounts, DvP accounts and safekeeping services of assets funding said accounts, as well as purchasing and selling of securities, bonds, mutual funds, treasuries and insurance products, etc. Specific pricing for any services must be obtained from Raymond James. ProsperityPrivate Investment associates will act as a facilitator for all parties.

NOTE: Also, please attach a list of all customer automated cash management products your bank will provide upon request to Upshur County during the term of this contract and the cost, if any.

On-line, Real-time Internet Banking Services

- *Account information inquiry includes current and available balances.*
- *Online statement retrieval*
- *Transaction history download*
- *Schedule "one time" or "recurring" funds transfer between accounts.*
- *Schedule "one time" or "recurring" loan payments.*

Web-based Wire Transfer Origination

- *Set up and initiate "one time" or "recurring" wire transfer instructions through our Internet Banking Product. Single-user, multi-user, and/or dual control authorities are allowed with password and dollar-limit restrictions.*

Web-based ACH Origination

- *Originate electronic payroll deposits or payment drafts through our Internet Banking Product*
- *Import NACHA-ready files from third-party software applications, or create payroll or payment databases directly in our products.*

Web-based Bill Pay Services

- *Create accounts payable databases and initiate payments online through our Internet Banking Product.*

Positive Pay Accounting

REQUEST FOR PROPOSALS- Upshur County Bank Depository

- *Help prevent unauthorized, stolen or counterfeit checks from paying against your account.*

Remote Deposit Capture

- *Scan checks for deposit and electronically transmit those check deposits to your account.*

VARIABLE AND FIXED RATE QUOTES:

	Variable	Fixed	Minimum
	<u>Interest Rate</u>	<u>Int. Rate</u>	<u>Balance</u>
First Class Checking	___NA___	_____	___NA___
Money Market Deposit Account:	___NA___	_____	___NA___
Super Now	___NA___	_____	___NA___
Money Market Checking Account:	_____	___see below___	___NA___
Now Checking Account:	_____	___see below___	___NA___

****During the term of the contract, the County will require monthly statements, with front and back images, on all accounts it has established with the Depository. Each statement will be provided to the County as quickly as possible each week and at the close of each month.**

Interest Bearing Checking Accounts: *Interest would be paid on the net collected balance in your account at our posted NOW account rate as it changes with a floor of 1.50% with an APY 1.51%. This is a variable rate and is subject to change from time to time.*

Premier Money Market Account: *Interest would be paid on the net collected balance at our posted rates as it changes with a floor of 2.00% with an APY 2.02%. This is a variable rate account and subject to change from time to time.*

TRANSACTION LIMITATIONS: *Up to 6 debit transactions per month free. Federal regulations restrict the number of checks, drafts, or similar orders to third parties, preauthorized automatic or electronic withdrawals made by computer, telephone, ACH, or other similar device, to six (6) per statement cycle from this account. ATM withdrawals are unlimited under federal regulations but will be included in the item fee charges in excess of 6 per month.*

Funds deposited in registry accounts, trust accounts or styled in a custodial capacity where the County is not the beneficial owner will earn current deposit sheet rates.

CERTIFICATED OF DEPOSIT – FIXED INTEREST RATE:

<u>\$100,000.00</u>	<u>Less than \$100,000.00</u>	<u>More than</u>
1. Maturity 1-29 days	___NA___%	_____%
2. Maturity 30-59 days	___see below___%	_____%
3. Maturity 60-89 days	___see below___%	_____%
4. Maturity 90-179 days	___see below___%	_____%
5. Maturity 180-364 days	___see below___%	_____%

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6. Maturity 365+ days _____see below_____ % _____ %

CERTIFICATE OF DEPOSIT – VARIABLE INTEREST RATE:

	<u>Less than \$100,000.00</u>	<u>More than</u>
<u>\$100,000.00</u>		
1. Maturity 1-29 days	____NA____ %	_____ %
2. Maturity 30-59 days	_____ %	_____ %
3. Maturity 60-89 days	_____ %	_____ %
4. Maturity 90-179 days	_____ %	_____ %
5. Maturity 180-364 days	_____ %	_____ %
6. Maturity 365+ days	_____ %	_____ %

Interest rates on Time Deposits will be at a Prosperity Bank CD rate in effect at the time of purchase for like balance and term of the Time Deposit. Prosperity Bank does not issue time deposits less than 30 days.

Funds deposited in registry accounts, trust accounts or styled in a custodial capacity where the County is not the beneficial owner will earn current deposit sheet rates.

FINANCING:

The County may require borrowing during the contract time frame, please state the interest rate and terms on new borrowing below:

Prosperity Bank standard interest rates will apply at time of request. To obtain loan approval, Upshur County will be required to provide Prosperity Bank with financial information as requested by the Bank, Prosperity reserves the right to decline any loan request. All extensions of credit are subject to approval by the Chief Operating Officer or Chief Lending Officer.

SERVICE REQUIREMENTS

CONTACT PERSON – Bank must identify a local senior level management person who will be responsible for overseeing the County’s entire relationship, who would serve as the County’s primary contact and who would be able to make decisions regarding operational aspects of this contract.

Bank must also provide a list of contact personnel within the bank who are qualified to provide information and assistance in the following areas:

- General Information
- Safekeeping and Securities Clearance
- Posting and Deposit Discrepancies
- Stop Payments
- Balance Adjustments
- Collateral Adequacy
- Internal Transfers
- Wire Transfers
- Online PC Service
- Certificates of Deposit rate quotes

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Tabitha Dodson, Vice President
Phone: (903) 843.5525 Fax: (903) 843.5331
Tabitha.dodson@prosperitybankusa.com

Karen Stubbs, Officer – Lobby Manager
Phone: (903) 843.5525 Fax: (903) 843.5331
Karen.stubbs@prosperitybankusa.com

STATEMENTS: Monthly account statements will be provided with all original canceled checks or optical images of the front and back of the canceled checks, debit and credit memos, etc. This statement shall show the number of checks, deposits and deposit items posted, daily ledger balances, average daily ledger balance for the month, average daily collected balance for the month and other items on which charges are based. Said statement shall be reconciled numerically by check number within each statement. Each statement shall be provided to the County as quickly as possible each month.

Paper statements will be prepared and mailed typically within three business days after the statement cycle date. Online statements are available two business days after the statement cycle date. CD Rom statements provide images of checks and deposits.

DAILY REPORTING: During the term of the contract, the County will require daily reporting of cash balances in each of the accounts it has established with the Depository, PLUS the amount of CD's issued to Upshur County.

Updated ledger balance information is available by 7:00 AM. As transactions are presented throughout the day, they are memo-posted to the account and the available balances include memo-posted transactions.

DAYLIGHT OVERDRAFT PROVISIONS: The proposal should include any bank policy regarding daylight overdraft charges or handling.

Outgoing wires sent by the County during the business day will be processed against collected balances only.

STOP PAYMENTS: The bank will be required to process stop payments on verbal instructions from the County Treasurer or her assignee with follow-up written confirmation as requested.

A Stop Payment order must be received in time to allow processing, which is at least one hour after the opening of the next business day after the business day we receive the item. Stop Payment orders may be initiated online. No paper follow-up documentation is required.

STALE DATED CHECKS: Bank will be required not to honor stale dated checks on County accounts that are not endorsed by the County as acceptable after County has delivered to the bank an approved canceled list from the County Treasurer. This service is required once each year.

On Positive Pay, the client can select a length of time of their choice for stale dated checks.

PAYROLL DIRECT DEPOSIT: Bank must provide the capability for the County to utilize "Direct Deposit" Payroll processing, allowing employees to select the bank of their choice.

REQUEST FOR PROPOSALS- Upshur County Bank Depository

Per the National Automated Clearing House rules, a payroll credit file must be submitted 2 days prior to the effective date. So for a Friday effective pay-date, the ACH file must be delivered to the Bank through Internet banking by 5:30 PM the preceding Wednesday.

WIRE TRANSFER: Bank must provide the ability to send wire transfer on an automated or manual basis, and also provide ability to receive wire transfers. Bank must provide the ability to restrict outgoing wire transfers (debits) to only those authorized by the County. Bank must provide notification via fax or mail for incoming direct deposits received for various accounts.

The Internet banking system offers a robust wire transfer product, and the County is encouraged to view the Demo to get a "hands on" feel for what is offered. Wire recipient information may be saved and recalled for future wire events. Dual-controls may be implemented to require an approval process before submitting transfer requests. In the event the online system is unavailable, the County may submit a wire request to the local banking center by fax or telephone. Certain requests submitted manually may require a call-back confirmation. A call-back confirmation PIN process may be utilized to expedite manual wire requests.

*Security tokens, providing an easy to use and secure out-of-band authentication method, are required for accessing and approving ACH and wire transfers
For wires submitted online, no paper follow-up is required. For manual wire requests, a call-back confirmation may be required.*

ACH TRANSFER: The bank will be required to process automatic clearing house transactions and provide notification via fax or mail.

Individual ACH transactions may be input and initiated online through Internet banking.

The following filters/blocks for ACH transactions are available:

- *Stop All ACH Debits*
- *Stop All ACH Credits*
- *Stop all ACH Debits and Credits*
- *Stop ACH Debits by Company ID (by Vendor)*
- *Stop ACH Credits by Company ID (by Vendor)*
- *Stop ACH Debits and Credits by Company ID (by Vendor)*

ACH addenda details may be provided by notice sent by mail.

ANALYSIS REPORT- Monthly account analysis reports will be provided for each account and on a total account basis. The account analysis will contain, at a minimum, the following:

- daily & monthly average ledger balance
- daily & monthly average float
- daily & monthly average collected balance
- average negative collected balance
- average positive collected balance
- reserve requirements
- available balance for earnings credit
- price levels for each activity
- monthly volumes by type
- earnings credit allowance (provide explanation how earnings credit rate calculated)

REQUEST FOR PROPOSALS- Upshur County Bank Depository

A sample client account analysis report must be provided as part of the RFP.

Prosperity Bank's proposed bid waives all fees typically passed through analysis and thus a monthly account analysis report is not applicable.

CASH OVERDRAFTS - For the purpose of determining cash overdrafts, the daily cash balance in all County accounts will be added together and if a negative balance occurs, the County's account is considered to be over-drafted. An applicable insufficient funds fee can then be charged. The amount for insufficient fund fees must be included with this RFP. The County will not be liable for insufficient funds fees not included as part of this RFP.

All accounts are aggregated for overdraft calculation purposes.

Overdrafts may be subject to the following:

- a. Overdraft Item Fee – The Overdraft Item Fee will be waived if offsetting collected balances are on deposit in non-interest-bearing deposit accounts.*
- b. Accrued Interest Adjustment – If offsetting collected balances are maintained in interest-bearing deposit accounts only, the Overdraft Item Fee will be waived and an interest accrual debit adjustment will be made to the interest-bearing deposit account calculated on the amount and duration of the overdraft.*
- c. Frequent and Continuous Overdrafts – If overdrafts continue to occur on a frequent basis, Prosperity Bank reserves the right to assess Overdraft Item fees, regardless of compensating balances. Additionally, if an account remains overdrawn for more than one business day, Prosperity Bank reserves the right to assess an Overdraft Interest Charge of which the rate will be equal to the prime rate published in the Wall Street Journal, as it changes.*

CASH MANAGEMENT- On an ongoing basis the County will require cash management advice as to how accounts and procedures should be structured. Also, the County will want to be kept informed of recent developments in cash management products. Offerors are invited to propose additional cash management services that are not specified herein.

On-line, Real-time Internet Banking Services

- Account information inquiry includes current and available balances.*
- Online statement retrieval*
- Transaction history download*
- Schedule "one time" or "recurring" funds transfer between accounts.*
- Schedule "one time" or "recurring" loan payments.*

Web-based Wire Transfer Origination

- Set up and initiate "one time" or "recurring" wire transfer instructions through our Internet Banking Product. Single-user, multi-user, and/or dual control authorities are allowed with password and dollar-limit restrictions.*

Web-based ACH Origination

- Originate electronic payroll deposits or payment drafts through our Internet Banking Product*
- Import NACHA-ready files from third-party software applications, or create payroll or payment databases directly in our products.*

Web-based Bill Pay Services

- Create accounts payable databases and initiate payments online through our Internet Banking Product.*

REQUEST FOR PROPOSALS- Upshur County Bank Depository

Positive Pay Accounting

- *Help prevent unauthorized, stolen or counterfeit checks from paying against your account.*

Remote Deposit Capture

- *Scan checks for deposit and electronically transmit those check deposits to your account.*

EXPENSE ALLOWANCE – State the dollar amount, if any, that the Bank will be willing to provide for expenses incurred due to changing depository banks. (For example: checks, deposit slips, endorsement stamps, and etc.)

Prosperity Bank will charge only the bank cost on checks, deposit slips, night depository bags, and endorsement stamps in order to assist in the transition to a new depository relationship.

ON-LINE SERVICES – It is requested that as part of the RFP the Depository Bank will provide an on-line PC communication link to the County for daily reporting of fund balances, managing controlled disbursements, collected and ledger balances, stop payment requests, confirmations, and detailed debits and credits. Attach product description, pricing, and sample reports for the on-line PC link available. Banks should be prepared to provide the Treasurer's office an opportunity to physically work with this technology before the RFP is selected.

On-line, Real-time Internet Banking Services

- *Account information inquiry includes current and available balances.*
- *Online statement retrieval*
- *Transaction history download*
- *Schedule "one time" or "recurring" funds transfer between accounts.*
- *Schedule "one time" or "recurring" loan payments.*

Web-based Wire Transfer Origination

- *Set up and initiate "one time" or "recurring" wire transfer instructions through our Internet Banking Product. Single-user, multi-user, and/or dual control authorities are allowed with password and dollar-limit restrictions.*

Web-based ACH Origination

- *Originate electronic payroll deposits or payment drafts through our Internet Banking Product*
- *Import NACHA-ready files from third-party software applications, or create payroll or payment databases directly in our products.*

Web-based Bill Pay Services

- *Create accounts payable databases and initiate payments online through our Internet Banking Product.*

Positive Pay Accounting

- *Help prevent unauthorized, stolen or counterfeit checks from paying against your account.*

A demo is available at www.prosperitybankusa.com. From the home page, on the left-hand side of the page under the login boxes, find the Demo hyperlink.

REQUEST FOR PROPOSALS- Upshur County Bank Depository

DISBURSEMENT SERVICE: A successful bidder will furnish standard disbursing services for all accounts to include the payment of all County checks upon presentation and the capability to place accounts of the County on "POSITIVE PAY" status.

Bank must also agree to cash, without charge to the County or County Employees, an employee's payroll check whether or not the employee has an account with the bank. This will include any of the banks locations.

Positive pay data-files will be securely transferred to the Bank through an Internet banking import.

Manual checks may be input online through Internet banking. Check records can be changed, removed, or voided checks can be included in the regular data-file or manually entered.

The County's Internet banking user will log in to Internet banking daily and view exception items. Users may also be setup to receive notification and reminder emails. Exception information is available online in Internet banking by 9:00AM. The deadline for County exception elections is 12:00PM. Exception elections are processed by the Countys designated Internet banking user. Images of exceptions are available in Internet banking.

For Upshur County employees, arrangement may be made to cash payroll checks without charge, if checks presented have been processed on Positive Pay. Those arrangements will include a method for the Bank to positively identify the employee and confirm the payroll check information. If payroll checks are not processed on Positive Pay, employees will be charged to cash checks unless Upshur County has provided an indemnification to hold us harmless if we cash a fraudulent check for someone we do not know (is not a customer of Prosperity Bank). The Bank will not cash Vendor checks (made payable to a company or business name), however if the Vendor is able to provide the bank with an Endorsement Guarantee, we will issue a Cashier's Check payable to the Vendor (company or business name).

DEPOSIT SERVICE: The bank will guarantee immediate credit on all wire transfers, ACH transactions and government checks upon receipt and all other checks based on the Bank's Availability Schedule. All deposits received before the bank's established deadline will be credited daily. Bank will include a copy of their Availability Schedule as part of the proposal bid.

See Attached Funds Availability Schedule.

BANK BAGS: Bank will furnish County with night depository services including locking bags with keys. Also, bank will furnish cash bags for daily deposits.

See Expense Allowance above

SAFETY DEPOSIT BOX: The bank shall state cost and locations of safety deposit boxes minimum size.

Prosperity Bank will waive cost of one safety deposit box at the Gilmer location with a minimum size of 3x5.

LIMITATIONS ON DEPOSITS: If bank has a limit with regards to deposits, bidder should specify that limit. Bidder should know that for the months of December and January, the County deposits will increase.

No Limit Applies

REQUEST FOR PROPOSALS- Upshur County Bank Depository

OTHER SERVICES AND SUPPLIES:

Please answer the following list of questions:

	YES	NO	FEE
1. Furnish Wire Transfer Services?	<u> X </u>	<u> </u>	<u> NA </u>
2. Charge service fees on any accounts? (If answered Yes, Detail Explanation)	<u> </u>	<u> X </u>	<u> NA </u>
3. Furnish deposit slips, deposit books, endorsement stamps?			<u>Bank Discounted Cost</u>
4. Furnish night depository services, including bags and keys?	<u> X </u>	<u> </u>	<u> </u>
5. Furnish Optical Imaging front and back copies?	<u> X </u>	<u> </u>	<u> NA </u>
6. Furnish coin and currency counting and wrapping?	<u> X </u>	<u> </u>	<u> NA </u>
7. Furnish Safe Deposit Box of Adequate size and number in Gilmer?	<u> X </u>	<u> </u>	<u> NA </u>
8. Charge for Stop Payments issued?	<u> </u>	<u> X </u>	<u> NA </u>
9. Furnish County with Cashiers Checks as needed?	<u> X </u>	<u> </u>	<u> NA </u>
10. Charge for accounts overdrawn for short periods of time?			<u>*See Overdrafts</u>
11. Furnish County with all checks that are necessary?			<u>Bank Discounted Cost</u>
12. Should Upshur County consider accepting credit card payments, what would be charged?			<u>Pricing Available upon request</u>
13. Furnish County with Courier service?	<u> </u>	<u> X </u>	<u> NA </u>
14. Credit all transactions on same day as deposited?	<u> X </u>	<u> </u>	<u> NA </u>
15. Provide Direct Deposit Services?	<u> X </u>	<u> </u>	<u> NA </u>
16. Provide on-line banking services?	<u> X </u>	<u> </u>	<u> NA </u>
17. List any additional services for consideration:_____			

SECTION II – UPSHUR COUNTY CLERK AND DISTRICT CLERK TRUST FUNDS:

The bidder also agrees to all items in Section I.

Except where otherwise noted by Prosperity Bank.

SECTION III – PERMENENT AND AVAILABLE SCHOOL FUNDS OF UPSHUR COUNTY:

The Bidder also agrees to all items in Section I.

Proposal/Bid shall be placed in a sealed envelope and plainly marked "Proposal/Bid on County's Depository" and delivered (For receipt by 5:00 p.m., March 28, 2019) via hand delivery or mailed to the office of the Upshur County Judge, third floor of The Upshur County Courthouse, 100 W. Tyler or P.O. Box 790 Gilmer, TX 75644.

A Commissioner's Court meeting will be held on March 29, 2019 to open the Proposals/Bids by the Commissioners Court.

The Commissioners Court shall have the power to determine and designate which shall be demand deposits and which shall be time deposits. Checks shall be returned when the statutory bond and/or security has been filed.

Date this the _____ Day of _____

Bidder _____

By _____

Title _____

REQUEST FOR PROPOSALS- Upshur County Bank Depository

AFFIDAVIT

STATE OF TEXAS

COUNTY OF UPSHUR COUNTY

Before me the undersigned authority on this the _____ day of _____, 20____, personally appeared _____

Who being duly sworn deposes and says that he/she signed the above instrument for the purpose and considerations herein expressed.

(Seal)

Notary Public Signature

Notary Public in and for _____ County, Texas

My Commission expires _____

NOTE: Bids not notarized will not be considered.

By signing below, you acknowledge that you have received the Proposal/Bid specifications for the Upshur County Depository Bank.

Bank Name _____

Name _____

Signature _____

Date _____

Fee Schedule
Upshur County

Prosperity Bank
2019-2021

Provide a price schedule for all services and include any one-time charges or set-up fees.

Service	Unit Basis	Est. Vol.	Unit Bank Charge	Explanatory Notes, if applicable
Account Deposit Services				
Master Account Maintenance Fee	Per account		N/C	N/C = NO CHARGE
Subsidiary Account Maintenance	Per account		N/C	
Money Market Account Maintenance Fee	Per account		N/C	
Interest Bearing Accounts Maintenance Fee	Per account		N/C	
ZBA Accounts Maintenance Fee Master	Per account		N/C	
ZBA Accounts Maintenance Subsidiary	Per account		N/C	
ZBA Account Transfers	Per item		N/C	
Investment Sweep - master account	Per account/mo		N/C	
Investment Sweep - Subsidiary accounts	Per account/mo		N/C	
Debits Posted	Per item		N/C	
Credits Posted	Per item		N/C	
	Per item			
Automated Services - Balance & Detail				
If Services are Bundled:				
Bundled Balance & Activity Reporting	Per month		N/C	
Monthly Maintenance	Per month/account		N/C	
Detail Item Fees	Per item		N/C	
If services are Un-Bundled (by Module)				
Balance Reporting Module Maintenance	Per account		N/C	
Daily Balance Reporting	Per account		N/C	
Previous day Reporting	Per account		N/C	
Previous Day Dr/Cr Items	Per item		N/C	
ACH Module Maintenance	Per account/overall		N/C	
ACH Detail	Per item		N/C	
Reconciliation Module Maintenance	Per account/overall		N/C	
Recon detail	Per item		N/C	
Stop Pay Module Maintenance	Per account/overall		N/C	
Stop pay item	Per item		N/C	
Wire and Internal Transfer Module Maintenance	Per account/overall		N/C	
Addenda reporting	Per item		N/C	
Positive Pay Module	Per account/mo		N/C	
PP Detail	Per item		N/C	
Detail Transactions - All modules	Per item		N/C	
Deposits				
Commercial Account Maintenance	Per account		N/C	
Banking Center Deposits	Per item		N/C	
Night Drop Deposit	Per item		N/C	
Items Deposited			N/C	
Items deposited	Per deposit		N/C	
On-us Items	Per item		N/C	
Local items	Per item		N/C	
Local Fed/RCPC Clearing	Per item		N/C	
City Items (in state)	Per item		N/C	
Other State Items	Per item		N/C	
11th Fed Country Items	Per item		N/C	
Other 11th Fed RCPC Items	Per item		N/C	
Transit Item Clearing	Per item		N/C	
Encoding Charge	Per item		N/C	
Cash Vault				
Cash Vault Base Fee Processing Fee	Per item		N/C	
Standard Deposit Vault	Per deposit		N/C	
Standard Deposit Note Vault	Per deposit		N/C	
Currency Deposits			N/C	
Cash deposited	Per \$\$		N/C	
Strapped currency furnished			N/C	
Currency Wraps Shipped	Per strap		N/C	
Coin Deposits			N/C	
Full bag - loose coin			N/C	

Fee Schedule
Upshur County

Prosperity Bank
2019-2021

Provide a price schedule for all services and include any one-time charges or set-up fees.

Service	Unit Basis	Est. Vol.	Unit Bank Charge	Explanatory Notes, if applicable
Partial bag of loose coin			N/C	
Rolled Coin Furnished	Per roll		N/C	
Minimum Change Order			N/C	
Branch Order Processing	Per Order		N/C	
Branch Per Deposit	Per Deposit		N/C	
Branch Coin Shipped	Per Shipment		N/C	
Change Order	Per item		N/C	
Deposit Corrections	Per item		N/C	
Return Item - Per item	Per item		N/C	
Return Items Return and Reclear	Per item		N/C	
Charge-backs	Per item		N/C	
Return Check Notice Fax	Per item		N/C	
Return Check Notice Internet	Per item		N/C	
ACH Processing				
Service Monthly Maintenance (Base) Fee	Per month/account		N/C	
ACH Transactions Originated	Per item		N/C	
Debits originated	Per item		N/C	
Credits Originated	Per item		N/C	
Electronic Credit Received/Posted	Per item		N/C	
Electronic Debit Recived/Posted	Per item		N/C	
Electronic Originated Addenda	Per item		N/C	
ACH Return Items	Per item		N/C	
Return Notification	Per item		N/C	
Deletions or Reversal Charges	Per item		N/C	
Transmission	Per file		N/C	
Fraud Filter - Review - Base Fee	Per month		N/C	
Fraud Filter - Review - Per Item	Per item		N/C	
Reports - by Fax	Per item		N/C	
Positive Pay				
Service Monthly Maintenance (Base) Fee*	Per account or mo		N/C	
Positive Pay Item	Per item		N/C	
Per item charge with Partial Recon	Per item		N/C	
Per item charge with Full Recon	Per item		N/C	
Per item without recon services			N/C	
Transmission - File Transmission	Per item		N/C	
Imaging				
Imaging Maintenance	Per month		N/C	
CD Rom Service - Per Item	Per item		N/C	
CD Rom Service - Per Disk	Per item		N/C	
Reconciliation				
ACH Monthly Maintenance	Per Month		N/C	
Partial Recon Monthly Maintenance	Per Month		N/C	
Partial reconciliation - detail	Per item		N/C	
Full recon monthly maintenance	Per month		N/C	
Full recon detail	Per item		N/C	
Deposit Reconciliation - Mo Maintenance	Per Month		N/C	
Deposit Recon - per detail	Per item		N/C	
Transmissions	Per Transmission		N/C	
Transmission Detail	Per item		N/C	

Fee Schedule
Upshur County

Prosperity Bank
2019-2021

Provide a price schedule for all services and include any one-time charges or set-up fees.


Service	Unit Basis	Est. Vol.	Unit Bank Charge	Explanatory Notes, if applicable
Safekeeping				Pricing to be obtained from Raymond James
Service Monthly Maintenance Custody	Per month			
Clearing Fees				
Securities Received/ Delivered - DVP	Per item			
Safekeeping Fees	Per item			
Custody per Cusip/Holding	Per cusip			
Income Collection to DDA	Per item			
Stop Pays				
Stop Pays (automated)	Per item		N/C	
Wire Transfers				
Service Monthly Maintenance*	Per month		N/C	
Incoming - domestic Straight	Per item		N/C	
Outgoing - repetitive - automated, domestic	Per item		N/C	
Outgoing - non-repetitive - automated, domestic	Per item		N/C	
Book Transfer Internet Initiated	Per item		N/C	
Wire Advices Faxed/Mailed	Per item		N/C	
OPTIONAL SERVICES REQUESTED				
Remote capture of checks				
One-time set-up or training fees	One time		N/C	
Monthly maintenance	Per month/card		N/C	
Capture and transmission fee from provider	Per item		N/C	
On-us Item	Per item		N/C	
Local Item	Per item		N/C	
Transit Item	Per item		N/C	
RCK Services				Pricing Available Upon Request
RCK Maintenance	Per account/mo			
RCK Detail	Per items			
Pay/Debit Cards				Pricing Available Upon Request
Service Monthly Maintenance	Per month			
Processing and servicing	Per card			
Implementation fee	One time			
Initial system design and development	One time			
Enrollment	Per card			
Corrections	Per item			
Employee Charges				
ATM Cash Withdrawal - On-us	Per item			
ATM Cash Withdrawal - non-bank	Per item			
Cash Advance OTC	Per item			
ATM Balance Inquiry	Per item			
Overdraft Fee	Per item			
Lost/stolen replacement fee	Per card			
Standard reporting	Per item			
Purchasing Cards				Pricing Available Upon Request
Service Monthly Maintenance	Per month			
Card Issuance Fee	Per card			
Transaction Fee	Per item			
License Fee	Per month			
Rebate on amt purchased <\$1mm				
Merchant Card Services				Pricing Available Upon Request
Fees				
One-time set up fee				
Application fees: First location				
Locations 2-5				
Locations >5				
Annual fee / Monthly Maintenance fee	Per month/location			
Monthly Statement Fee	Per month			
Supply fee	Per month			

**Fee Schedule
Upshur County**

**Prosperity Bank
2019-2021**

Provide a price schedule for all services and include any one-time charges or set-up fees.

Service	Unit Basis	Est. Vol.	Unit Bank Charge	Explanatory Notes, if applicable
Minimum processing fee				
Internet Set-up fee	Per location			
Credit Card Processing fees	Per Item			
VISA CPS-2 Interchange	%			
Association	%			
Visa fee	\$			
Bank fee	\$			
MC Merit III Interchange	%			
Association	%			
MC fee	\$			
Bank fee	\$			
Visa Check Card Interchange (Signature)	%			
Association	%			
Visa fee	\$			
Bank fee	\$			
MC Debit Card Interchange (Signature)	%			
Association	%			
MC fee	\$			
Bank fee	\$			
Debit Card Processing MC/Visa				
Authorization Fees				
Voice authorizations				
Address verification				
Terminal Authorizations				
MC Electronic authorization				
Discover Electronic authorization				
AmEx Electronic authorization				
Processing Fees				
Chargeback processing				
Batch settlement fee				
Transmission Fee	Per item			
Transmission - Item	Per item			
Supplies				
Checks, Deposit Slips	Per order			Customer Pays Bank Cost
Endorsement Stamps	Per stamp			

FILED
TERRI ROSS
COUNTY CLERK
 2019 MAR 29 AM 11:11
 UP SHUR COUNTY, TX.
 BY  DEPUTY