

Please run the following notice on <u>Wednesday</u>, <u>March 13</u>, <u>2024 and Wednesday</u>, <u>March 20</u>, <u>2024</u> in the Legal Advertisement of THE BOLIVAR BULLET. Please send this office the Proof of Publication for our records.

REQUEST FOR PROPOSALS

Delta State University will accept sealed proposals until <u>2:00 pm CST</u> on <u>Friday, April 5, 2024</u>, and shortly thereafter, publicly opened for the purpose of the following:

Banking Services

Detail specifications may be obtained by contacting Mechelle Jones at (662) 846-4046, mdjones@deltastate.edu, Delta State University, Cleveland, MS, or on our website www.deltastate.edu/finance-admin/procurement/current-bid-opportunities/. Interested vendors shall submit their proposals in a sealed package. Delta State University reserves the right to reject any/or all bids. All proposals received after the 2:00 pm CST deadline will be returned unopened.

Address the package as follows and submit to:

Delta State University
Office of Procurement & Auxiliary Services
1003 W. Sunflower Road
Cleveland, MS 38733

In the lower left-hand corner of the package, write the following:

Proposal – DO NOT OPEN Banking Services RFP DSU06-2024

REQUEST FOR PROPOSAL for BANKING SERVICES



April 5, 2024

RFP# DSU06-2024

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PART I - INFORMATION FOR VENDORS

INTRODUCTION

It is the intent of Delta State University (DSU) to issue a contract to one bank service provider for the products outlined in REQUIRED SERVICES. This provider may consist of a single banking entity or a coalition of institutions with a single lead banking entity.

In seeking these services, DSU's goals are to receive, at a reasonable cost, accurate depository and account maintenance services, enhanced collections and funds availability, effective use of disbursement float, maximization of investment income and prudent banking advice.

REQUIRED SERVICES

Vendors must agree to provide the following services. DSU recognizes that technological advancement may provide options for operational enhancements.

- a. Accounts A series of interest-bearing demand deposit accounts as required by DSU. The number of accounts and specific configuration to be flexible and determined over the contract life and based on actual and anticipated DSU business requirements.
- b. Statements Monthly paper statements for each active account as of the last day of each month. This information must also be accessible online as well as delivered via a secure file.
- c. Daily Electronic Deposit Notification Email notification of all funds received by wire transfer. This information must be supplied within 24 hours of receipt of funds.
- d. Local Depository Vendor must have a full-service, staffed branch in the immediate Cleveland area capable of providing DSU coin, check, or deposit needs.
- e. Out-of-Town Banks Banks that do not have a branch in Cleveland must demonstrate a working business relationship with a local bank. The relationship must provide the convenience of local banks regarding cashing checks for faculty, staff and students with no associated check cashing fees.
- f. Collateral Approved securities equal to 105% of DSU funds on deposit in excess of \$100,000 with the State Treasurer in accordance with section 27-105-5 Mississippi Code of 1972 as amended.
- g. Online Banking System A dynamic online system is required by the University to expedite and simplify banking functions. The online banking system should include at a minimum, the following:
 - i. Positive Pay (check and/or ACH)
 - ii. Internal account transfers
 - iii. ACH transfers (incoming/outgoing)
 - iv. Account balance and activity inquiry with downloadable data.
 - v. Online statements including check and deposit images and downloadable data.
 - vi. Stop Payments
 - vii. Wire Transfers (international and domestic) Secure system for wire transfer of funds by authorized DSU personnel to include the ability to transfer funds in foreign currency. The bank should preferably have its own SWIFT code.
 - viii. Return item reporting including images of returned checks and reason for return.
- h. Return Items DSU has both returned items that were originally deposited items and returned items that were originally outgoing ACH transactions or wire transfers. Returned deposit items are to be debited to the account of the original deposit.

Indemnified copies of returned checks should also be sent to DSU for possible representment. Returned outgoing ACH or wire transfers are to be credited back to the account originally debited. Returned deposited items should be provided daily on a returned item report on the online banking system, including images. DSU should be notified of any returned wire transfers via email immediately.

- i. Reconciliation DSU requires a downloadable file of cleared checks each month for aid in reconciliation. This file should be compatible with the layout specified by DSU Information Technology Services (see Appendix D Exhibit1)
- j. Direct Deposit (ACH) Processing Secure Internet site for transmission of files (in approved NACHA format) to process direct deposit of payroll disbursements, accounts payable disbursements, student refunds and travel disbursements.
- k. Locking Bags The Vendor must provide acceptable locking bags to the University at no cost.
- 1. Overdraft Protection The University requires the Vendor to provide overdraft protection on its accounts.
- m. Exemplary Customer Service The University requires high standards of customer service. The Vendor should present its strategies for providing such service including the appointment of primary representatives to (1) address the University's requests for service and, (2) resolve any problems in the administration of its accounts.
- n. ATM Vendor will place one ATM machine on the campus of DSU.
- o. Same day deposits The University strongly prefers same day credit for deposits made prior to 5:00 PM local time and expects flexibility in the schedule for extraordinary situations.
- p. Other In addition to the above specific services the vendor must agree to provide the following miscellaneous services on an "as needed" basis.
 - Night Depository access and locked night depository bags.
 - Rolled Coins
 - Coin and Money wrappers.
 - Numbered Deposit Slips in Book Form (to DSU specifications)
 - International Check Collection
- q. Additional Services The University welcomes vendor proposals on additional services or products. In addition to the required services outlined above, the University will consider and evaluate Vendor proposals to provide other services of benefit to the University as well as its students, employees, and alumni.

VENDOR RESPONSIBILITY

Vendor must agree to the following stipulations.

- a. The vendor shall be financially responsible for obtaining all permits, licenses and bonding requirements to comply with all applicable city, county, state and/or federal laws and regulations and assumes liability of all applicable taxes.
- b. The vendor agrees to observe and comply with federal and state laws, local laws, ordinances, orders, and regulations existing at the time of or enacted after the execution of the contract which in any manner may affect the completion of the work. The vendor shall indemnify and save harmless Delta State University and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order, or decree by an employee, representative or subcontractor of the vendor.
- c. The vendor agrees to maintain membership in the FDIC or its successor for the life of the contract.
- d. The vendor agrees to permit DSU designated representatives and auditors' access to all records pertinent to DSU's relationship and transactions on an as-needed basis

- and at mutually acceptable times.
- e. The vendor agrees to provide a team of customer support for DSU to resolve any problems reported as soon as possible. It further agrees to provide a representative to attend a meeting on-site at DSU for problems in which vendor action does not commence within five (5) business days of reporting by DSU, or if vendor progress is not satisfactory to DSU.
- f. Vendor agrees that it will not subcontract any of the services covered by the contract without prior written permission from Delta State University. Vendor agrees to disclose, in their proposal, any services to be subcontracted at contract initiation.

CONTRACT INFORMATION

This RFP, any amendments to it, the vendor's proposal, and any other official documents and correspondence will become part of the contract.

Vendors will be asked to submit a sample of their proposed terms and conditions with their proposal. Vendors should take note of the following regarding the State's contracting authority and amend any documents accordingly.

- a. The State of Mississippi may not contract with another party:
 - To pay any penalties or charges for late payment or any penalties or charges which are penalties for any reason.
 - To indemnify and defend the party for any liability and damages.
 - Upon default, pay all sums to become due under the contract.
 - To pay damages, legal expenses, or other costs and expenses to any party.
 - To agree to any provision of a contract that violates the laws and constitution and AG opinions of the State of Mississippi.
- b. A party wishing to contract with Delta State University should:
 - Remove any language from its contract which grants to it any remedies other than:
 - The right to possession.
 - The right to accrued payment.
 - Include in its contract that the laws of the State of Mississippi govern the contract.
 - Acknowledge in its contract that contracts become effective when awarded by Delta State University.

TERM OF CONTRACT

This agreement shall be for five (5) years beginning on July 1, 2024, and ending on June 30, 2029.

VOLUME ESTIMATES

The volume of transactions listed within the body and appendices of this RFP represent either historical data or estimates. They in no way represent either a minimum or maximum volume commitment on the part of Delta State University.

TERMINATION OF AGREEMENT

Either party may terminate the agreement at any time without cause by giving the other party not less than one hundred eighty (180) days prior written notice of its intent to terminate.

ORAL AND/OR WRITTEN PRESENTATIONS/DEMONSTRATIONS

In the event DSU deems it necessary to have the bidder further explain or demonstrate various

portions of a proposal, the vendor shall make oral and/or written presentations to comply with the requirement. DSU will schedule the time and locations of each presentation.

All presentations are subject to being recorded. Presentations may, at the discretion of DSU, include visits to the physical locations where requested services will be provided.

Vendor refusal to honor the request for oral presentation may result in rejection of the proposal.

RESERVATION

This RFP does not commit DSU to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for services or supplies. DSU reserves the right to accept or reject all or any part of any proposal received because of the RFP if it is in the best interest of DSU to do so.

ANTICIPATED SCHEDULE OF EVENTS

The following represents a tentative list of important dates concerning this RFP. Deviations from this schedule will be disseminated to potential vendors as described in Part III - ADDENDA AND INTERPRETATIONS (page 8).

Release RFP	March 13, 2024
Proposal Submission Deadline	April 5, 2024
Contract(s) Awarded	April 26, 2024
New Contract(s) Activation	July 1, 2024

PART II - PROPOSALREQUIREMENTS

INTRODUCTION

Vendors must provide the following information and completed documentation for review and evaluation. All requirements must be submitted with the proposal on or before the stated closure date. Failure to comply with this stipulation may result in the rejection of the submitted proposal.

SERVICES AGREEMENT

The vendor must provide a brief narrative stating its agreement to provide, at a minimum, the services detailed in PART I, REQUIRED SERVICES, and to meet the terms stipulated in PART I, VENDOR RESPONSIBILITY.

INTERESTED PARTIES

Vendor must provide, for its Cleveland location and its parent corporation, a list of senior executive officers, any significant shareholders (over 10%), and the Board of Directors of the firms. Include a statement describing any significant current relationships between these persons and Delta State University. In this context a significant current relationship would be defined as one through which a disinterested party may feel that the involved individual could directly or indirectly influence the RFP selection process.

SERVICE PHILOSOPHY

DSU considers it essential that the selected vendor be progressive in their business approach and committed to quality and customer service. To provide DSU insight into the corporate mission of its organization, the vendor must provide the following:

- a. Corporate Structure and Credentials
 - i. Number of years of experience
 - ii. A listing of customers for whom you provide similar services in size and structure, including contact information for the accounts. The listing shall also include two customers who have achieved a successful transition to your firm within the past two years and contact information for each. DSU may choose to make site visits to determine system capability.
 - iii. Staffing levels and support proposed.
 - iv. Provide information on those individuals assigned to work with DSU, including a description of their experience with similar accounts. Specifically, identify one service manager to handle DSU's account including his/her name, qualifications, and other accounts assigned to this manager.
 - v. Proposals should include a description of the security plan used by the proposing firm to ensure adequate background checks on employees. DSU would be strongly opposed to having anyone on campus (servicing equipment, etc.) that could be considered a potential hazard to the University, its faculty, and staff, or its students. This would include but not be limited to convicted sex offenders or convicted felons.
- b. Operations and Ability to Perform
 - i. Provide an operation plan. This should include, but not be limited to, acknowledgment and agreement with all requirements as well as explanations, where applicable, of the intended plan to achieve the requirements.
 - ii. Describe how services will be provided to the campus, this should include a detailed transition plan (if applicable) as described in the section TRANSITION ASSISTANCE below.
 - iii. Provide samples of any reports that will be available to provide all

necessary information to DSU.

- iv. Proposed schedule for implementation of the program
- c. A brief description of any local clearinghouse or international collection arrangements the vendor has that may affect DSU transactions. Indicate other organizations that participate in these relationships.
- d. Describe briefly the procedures used to resolve overdrafts caused by funding failures because of improper funds or wire transfer failure. Indicate under what conditions the vendor would be willing to cover any unfunded checks presented.
- e. Provide an overview of policies and procedures for security and fraud prevention.

TRANSITION ASSISTANCE

Realizing that changing banking relationships can be overly complicated for DSU, vendors must provide a detailed description of the services that will be provided to assist in the transition. This should include, but not be limited to, discussion of incoming ACH payments, outstanding disbursement checks, etc.

TRANSITION COSTS

Changing banking relationships can also be very costly for DSU. Delta State estimates the internal cost of transitioning to a new bank to be \$120,000. The cost of this transition will be taken into consideration when reviewing and scoring vendor responses.

TERMS AND CONDITIONS

Vendor must supply samples of any proposed agreements required to initiate the contract (s). These should be modified to reflect the requirements stated in PART I, CONTRACT INFORMATION.

COLLATERALIZATION AGREEMENT

Vendor must provide three signed original copies of the State Treasurer approved Collateral Security Agreement. A sample of this agreement has been provided in Appendix C.

COST OF SERVICES

Vendor must supply a comprehensive listing of prices for services that may be incurred by DSU, based on volumes found in Appendix A, exhibits 1, 2 and 3. This listing should include any applicable costs of transition assistance services. This pricing will remain effective for the length of the original contract.

ADDITIONAL REQUIREMENTS

Vendors submitting a response to this RFP must provide the following supplemental information:

- a. A minimum of three (3) references for which the Vendor has provided banking services similar in scope and complexity to those sought herein by the University.
- b. Copies of independently audited financial statements for its most recent two (2) fiscal years. Additionally, copies of any regulatory reports containing any limitations currently imposed upon the Vendor because of examinations by or agreements with the Federal Deposit Insurance Corporation (FDIC), the United States Federal Reserve, the Comptroller of the Currency, or any other regulatory agency.

PART - III PROPOSAL PROCEDURE

PROPOSAL FORMAT

All paragraphs of PART II, PROPROSAL REQUIREMENTS, of this RFP must be responded to by the vendor. Vendors must address each of the requirements of this RFP by the same paragraph title, stating the requirement and providing a response. Vendor responses should contain sufficient information and/or detail for DSU to determine the vendor has met ALL aspects of the requirement and for DSU to further evaluate the merit of the vendor's response. In cases where specific forms or documents are necessary to fulfill the requirements, copies of these items have been provided in Appendix C and may be copied for use in proposal submission.

PROPOSAL SUBMISSION

Vendors must submit one (1) signed original, three (3) copies and one (1) electronic copy of their proposal to the address listed below prior to the deadline established in Part III, PROPOSAL OPENING. Documentation and/or forms requiring additional original signed copies as specified in PART II must be submitted in the quantity and format designated.

Delta State University Office of Procurement Attn: Banking Services RFP 221 Kent Wyatt Hall Cleveland, MS 38733

PROPOSAL OPENING

Proposals will be opened publicly at 2:00 PM, April 5, 2024. Proposals shall be mailed or hand-delivered to the Office of Procurement at the address shown above. Proposals must be received before the date and time set for opening. The officer whose duty it is to open the proposals will decide when the specified time has arrived, and no proposal received thereafter will be considered. No responsibility will be attached to any officer for the premature opening of a proposal not properly addressed and identified. At the time of proposal opening, the officer opening the proposals will announce the names of respondents only.

ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of this RFP, specifications or other pre-proposal documents will be made to any vendor orally. Every request for such interpretation should be delivered via email to the following:

Office of Procurement Mechelle Jones, Procurement Coordinator Attn: Banking Services RFP mdjones@deltastate.edu

To be given consideration, the request must be received on or before April 5, 2024 "Interpretation Requested" must be noted in the subject line of the email. All such interpretations and any supplemental instructions will be in the form of a written addenda to the specifications which, if issued, will be delivered via email to all prospective vendors not later than March 29, 2024. Failure of any vendor to receive such addendum or interpretations shall not relieve such vendor from any obligation under his proposal as submitted. All addenda so issued shall become part of the contract documents.

PROPRIETARY INFORMATION

Proprietary information submitted in response to this RFP must be identified as proprietary, then packaged, and sealed as a separate component of the proposal. Proposals and documents about the RFP become the property of DSU and shall be open to public inspection after the proposal opening, excluding proprietary information as exempted by law.

CAUTION TO VENDORS

DSU reserves the right to accept or reject in part or its entirety, any proposal received because of the RFP if it is in the best interest of the University to do so. Proposals may be rejected for one or more of, but not limited to, the following reasons:

- a. Failure of the vendor to adhere to one or more of the provisions established in this RFP.
- b. Failure of the vendor to submit its proposal in the format specified in PART III, PROPOSAL FORMAT.
- c. Failure of the vendor to adhere to accepted ethical and professional principles during the proposal and selection process.
- d. Failure of the vendor to respond to a request for oral or written demonstrations or presentations.
- e. Failure of the vendor to comply with the intent of any statement in this document which has the word "must", "should" or "shall" in it.
- f. Failure of the vendor to have an authorized officer sign the proposal cover sheet.

PART IV - EVALUATION AND SELECTION PROCESS

PROPOSAL EVALUATION

Banking Services proposals will be evaluated independently.

EVALUATION CRITERIA AND AWARD PROCESS

- a. DSU reserves the right to conduct discussions with any or all respondents, or to make an award of a contract without such discussions based only on evaluation of the written proposals. DSU reserves the right to contact and interview anyone connected with any past or present projects with which the respondent has been associated. DSU likewise reserves the right to designate a review committee to evaluate the proposals according to the criteria set forth under this section. DSU may make a written determination showing the basis upon which the award was made, and such determination shall be included in the procurement file
- b. DSU reserves the right to award this contract in whole or in part depending on what is in the best interest of DSU with DSU being the sole judge thereof.
- c. The evaluation factors set forth in this section are the only criteria that will be used for this RFP. No other contributions or donations will be considered in this evaluation. The applicable factors are described as follows:
 - Projected Financial Impact to DSU This shall be the anticipated impact on DSU, net of interest earnings, during the term of the contract based upon the proposal. To determine this impact, information provided by vendors in response COST OF SERVICES will be computed based on the balances and volumes provided in Appendix A Exhibits 1-3. In addition, DSU will take into consideration the cost of transition (Part II TRANSITION COSTS).
 - ii. Corporate Structure, Credentials and Prior Experience DSU will be attempting to determine the probability of future success of the program based upon the organizational structure, and proven experience of the proposer.
 - iii. Operations, Efficiencies and Plan to Perform DSU will be attempting to determine the probability of future success of the program based upon the proposer's plans for providing the service. This will include an evaluation of the breadth of services and efficiencies available to DSU.
 - iv. Additional incentives DSU values its partnerships with its vendors. Our students are our greatest asset. Any additional incentives, i.e. athletic sponsorships, scholarships, etc., will also be taken into consideration when reviewing each proposal.
- d. Proposals for Banking Services will be evaluated by DSU on the following factors:

i. Projected Financial Impact to DSU	50%
ii. Corporate Structure, Credentials, and Prior Experience	15%
iii. Operations and Plan to Perform	25%
iv Additional incentives	10%

e. Upon award of contract(s), the successful respondent(s) will be asked to provide a transition plan and timeline and obtain DSU's input and concurrence before moving forward.

APPENDIX A -DESCRIPTION OF PRESENT OPERATIONS

BACKGROUND

Delta State University currently operates a cash management system consisting of five (5) bank accounts. Accounts may be added or closed as necessitated by DSU business requirements.

OPERATION

Most of the activity within the current system takes place in the following five (5) accounts.

Operating Account
Payroll Account
Investment Account
Direct Loan Account
Perkins Loans Account

These accounts are tied together in a daily sweep arrangement with the Investment Account serving as the master account. Activity volumes for the two subsidiary accounts for the period January 1,2023, through December 31,2023, have been provided as Appendix A - Exhibit 1, and Appendix A - Exhibit 2.

INTEREST

All DSU accounts are interest-bearing with the monthly rate based on the final 90-day Treasury Bill auction rate of the previous month.

REPORTING

Bank statements on all accounts are received monthly with a month-end cutoff date.

Operating Account

All deposits are initially made to this account including federal, state, investment income, and self-generated funds. Checks and ACH transactions are drawn on this account to cover obligations owed by the University. A minimum balance is maintained in this account.

Payroll Account

Checks and ACH transactions are drawn on this account to cover bi-weekly, student, monthly, and summer session payrolls as well as payroll deduction payments. A minimum balance is maintained in this account.

Investment Account

An interest-bearing investment "sweep" account that funds are automatically transferred daily to/from daily to cover the minimum balance on the Operating and Payroll Accounts. No other transactions will be drawn up on this account.

Direct Loan Account

A zero-balance depository account that receives ACH deposits from the US Department of Education for Direct Loan proceeds.

Perkins Loan Account

A depository account that receives ACH deposits from our third-party servicer of Federal Perkins loan proceeds.

Monthly bank statements listing checks in numerical order for the Operating and Payroll accounts are received by DSU. Check images of the cleared checks are included with each statement. A separate file is sent from the bank to a designated DSU employee which includes all the checks that were cleared for the month. This is downloaded into DSU's bank reconciliation system and matched to checks written. Copies of the cleared checks are available for a period of time on the internet banking system. Direct Deposit (ACH) processing is discussed separately in Appendix B.

Daily bank transactions are available via the Internet for all Delta State University accounts. This includes information on incoming wire transfers and/or miscellaneous deposits.

OTHER

The following statements cover other miscellaneous bank-related activity.

Stop Payments - Check stop payments are issued via the internet and documented by authorized University Accounting personnel. A history of stop payments is available via the internet on an as needed basis.

Transfers - All manual (non-sweep) transfers are made via the internet by authorized University Accounting personnel.

Wire and ACH transfers – Domestic and outgoing wire transfers and domestic ACH transfers are initiated by authorized University Accounting personnel and released by separate authorized University Accounting personnel.

Return Items - Any returned check items are debited to the account of original deposit. These are accessed through online banking when incurred and include the appropriate documentation. Returned outgoing ACH items are credited to the account of original debit and accessed through online banking.

DELTA STATE UNIVERSITY ANALYSIS OF OPERATING ACCOUNT ACTIVITY JANUARY 1, 2023, THROUGH DECEMBER 31, 2023

Month	Deposits	ACH Deposits	Deposited Returned Items	Checks Cleared	ACH Payment Files	Wire Transfers
January	51	202	1	763	82	0
February	42	239	0	637	42	0
March	58	212	0	599	58	0
April	45	213	0	483	45	0
May	47	202	0	588	47	0
June	49	208	1	589	49	3
July	37	151	7	432	37	0
August	58	211	0	862	58	0
September	50	240	0	674	50	1
October	53	245	1	633	53	0
November	41	202	0	497	41	0
December	35	150	0	499	35	0
Yearly Total	566	2,475	10	7,256	597	4

DELTA STATE UNIVERSITY ANALYSIS OF PAYROLL ACCOUNT ACTIVITY JANUARY 1, 2023, THROUGH DECEMBER 31, 2023

Month	Deposits	Checks Cleared	ACH Payment Files
January	13	32	13
February	16	47	13
March	23	108	18
April	19	53	13
May	18	48	13
June	14	30	16
July	17	29	15
August	17	24	14
September	16	31	15
October	21	121	14
November	17	88	15
December	19	70	15
Yearly Total	210	681	174

DELTA STATE UNIVERSITY ANALYSIS OF INVESTMENT ACCOUNT BALANCES JANUARY 1,2023, THROUGH DECEMBER 31,2023

Month	Balance
January	6,697,613.00
February	4,877,677.00
March	3,208,594.00
April	1,488,425.00
May	2,139,302.00
June	3,074,938.00
July	1,410,019.00
August	6,876,613.00
September	5,459,720.00
October	4,283,794.00
November	3,203,181.00
December	2,845,271.00

APPENDIX B - DIRECT DEPOSIT (ACH) PROCESSING

BACKGROUND

Delta State University currently offers payment by direct deposit for payroll disbursements, accounts payable disbursements, student refund disbursements and travel advances and reimbursements.

Currently a NACHA approved file is created for each of the disbursement types described above.

The payroll direct deposit files are processed as payrolls become due. Delta State currently has payrolls that are processed bi-weekly and monthly – paid on the last working day of the month and paid on the 15th (or the Friday before), The file is imported into the internet banking system and released to be processed. This takes place on the day the file becomes available, but at a minimum of two days prior to the required transaction date for the payroll.

Files for the accounts payable disbursements, travel disbursements and student refunds are created daily, imported into the internet banking system, and released to be processed prior to 5:00 p.m., with 6:00 p.m. being the deadline for release of next-day effective files.

PROCESSING PROCEDURES

Describe in detail how a Delta State ACH file would be processed. Include a description of any bank required software and applicable file verification techniques. Specifically address the following issues.

- 1. Describe any vendor-imposed limitations as to accessible financial institutions, geographical locations, etc.
- 2. Indicate the latest time at which ACH information may be transmitted to or received by the contract bank to ensure the next day availability at the receiving bank.
- 3. Describe the processing controls in place to ensure that all ACH activity has been processed and released by authorized DSU personnel and transmitted to the appropriate banks and accounts in the appropriate time.
- 4. Describe the vendor's ability and/or limitations in "warehousing" transmitted ACH files until the appropriate submission date.
- 5. Describe the vendor's ability and/or limitations to process same-day ACH transactions.

COST

Costs that would be associated with your institution processing Delta State's ACH activity should be disclosed. This should include any set up, per item and/or per transmission costs.

APPENDIX C - COLLATERAL SECURITY AGREEMENT

COLLATERAL SECURITY AGREEMENT FOR MISSISSIPPI PUBLIC FUNDS DEPOSITS

THIS COLLATERAL SECURITY AGREEMENT is made and entered into on this day by

RECITALS

Through action of its governing Board, Depositor has designated Bank as a depository for funds of the Depositor. During the term of this Collateral Security Agreement, the Treasurer will represent and act on behalf of the Depositor in any and all matters of every kind arising under the Collateral Security Agreement. Bank's Customer Service, Depositor or other pertinent Agreement, is incorporated herein for all purposes; however, to the extent that any provisions therein conflict with any provisions herein, this Collateral Security Agreement will control.

Funds on deposit with Bank to the credit of the Depositor are required to be secured by Collateral as provided for by the laws and statutes of the State of Mississippi. Under the terms of this Agreement, as hereinafter described, Bank shall grant to Treasurer on behalf of Depositor a security interest in certain Collateral. The parties shall name and designate a statutory third party custodian (hereinafter called the "Custodian,") which will hold the Collateral in a joint custody account for the benefit of the Depositor. The Treasurer shall have entered into or shall in the future enter into a separate Custodial Agreement with such Custodian, which is incorporated herein by reference.

THEREFORE, in consideration of the foregoing and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

- l. Bank hereby pledges and grants to the Treasurer on behalf of Depositor a security interest in those assets (hereinafter called the "Collateral" or "substitute Collateral") owned by Bank and held by Custodian for the benefit of the Treasurer, in accordance with the terms of this Collateral Security Agreement, to secure the deposits held by Bank for Depositor. The Treasurer on behalf of Depositor shall at all times have a first priority perfected security interest in the Collateral held by Custodian for the benefit of Depositor, and Bank shall not encumber the Collateral to defeat the Treasurer's position nor hinder the Treasurer's ability to collect upon the Collateral under this Agreement.
- 2. The total of the market value of the Collateral securing such deposits will be in such an amount to comply with the applicable statutes of the State of Mississippi.

- 3. Bank has heretofore, or will hereafter, deliver to Custodian Collateral of the kind and character permitted by said statutes of sufficient amount and market value to provide adequate Collateral for the funds of Depositor deposited with Bank as required by said statutes. Said Collateral, or substitute Collateral as hereinafter provided for, shall be kept and retained by Custodian in trust so long as the depository relationship between Depositor and Bank shall exist hereunder, and thereafter so long as deposits made by Depositor with Bank, or any portion thereof, shall have been properly paid out by Bank to Depositor or on its order. Custodian shall not release any such Collateral without the written permission of the Treasurer, except as authorized under this Agreement.
- 4. Bank shall cause Custodian to accept said Collateral and hold the same in trust for the purposes herein stated.
- Should Bank fail at any time to pay and satisfy, when due, any check, draft, warrant, or voucher lawfully drawn against any deposit of Depositor, or in case Bank becomes insolvent or in any manner breaches its contract with Depositor, Depositor may give written demand for cure or reparation of such failure, insolvency or breach to Bank with Notice to Treasurer, and Bank shall within five business days from receipt of such notice cure such failure, insolvency or breach. In the event Bank shall fail to cure such failure, insolvency or breach within five business days of receiving said written notice, it shall be the duty of Custodian, upon written demand of the Treasurer announcing the default of Bank under this Agreement, to surrender the above-described Collateral to the Treasurer. The Treasurer may sell or cause to be sold all or part of such Collateral and out of the proceeds thereof pay Depositor all damages and losses sustained by it, together with all reasonable expenses of any and every kind incurred by it on account of such failure, insolvency or breach, or sale, accounting to Bank for the remainder, if any, of said proceeds or Collateral remaining unsold. Bank shall remain liable for any deficiency after sale and reasonable expenses.
- 6. Any sale of such Collateral, or part thereof, made by the Treasurer hereunder may be made either at public or private sale; provided, however, it shall give Bank ten days written notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder for cash. Treasurer and Bank shall have the right to bid at such sale.
- 7. If at any time the aggregate market value of such Collateral so deposited with Custodian is less than the total sum required under said statutes, Bank shall within one business day deposit with Custodian such additional Collateral as may be necessary to cause the market value of such Collateral to equal the total amount of required Collateral. Bank shall make reasonable efforts to monitor the amount of deposits of Depositor, but it shall be the duty of Depositor to notify Bank of any significant increases in deposits. Bank shall monitor the market value of the Collateral at least monthly.
- 8. If Bank shall desire to sell or otherwise dispose of any one or more of said securities (Collateral) so deposited with Custodian, Bank may substitute for any one or more of such securities other securities of the same market value and character authorized herein. Such right of substitution shall remain in full force and may be exercised by Bank at any time and as often as it may desire; provided, however, that the aggregate market value of all Collateral pledged at any time shall be at least equal to the amount of Collateral required hereunder. With the tender of substitute Collateral to Custodian, Bank hereby warrants that the substitute Collateral will be of the same or greater market value as the Collateral released and of the kind and character permitted under the statutes. With respect to Collateral released under this paragraph, the security interest in such Collateral shall terminate upon proper and sufficient substitution.
 - 9. Bank shall be entitled to any and all income, interest, dividend or periodic payments of

principal plus prepayments of principal on securities held by Custodian, and Custodian may dispose of such income as directed by Bank without approval of the Treasurer, provided that the Treasurer has not notified Custodian that Bank is in default under this Agreement.

- 10. Bank shall, or Bank shall cause Custodian to, promptly forward to the Treasurer copies of safekeeping or trust receipts covering all such Collateral held by Custodian for the benefit of Depositor, including substitute Collateral as provided for herein, and such receipts, or copies thereof, shall be deemed part of this Agreement. Custodian shall send such receipts directly to the Treasurer's office. Bank shall, or Bank shall cause Custodian to, remit statements of account of the Collateral to the Treasurer or its auditors at least semi-annually.
- 11. Securities (Collateral) delivered to Custodian in contemplation of or subsequent to execution of this Agreement, may be acceptable and effective as security for the purposes of this Agreement with or without specific mention by resolution of the appropriate governing committee or board of Bank or the governing body of Depositor.
- 12. If at any time the Collateral in the hands of Custodian shall have a market value in excess of that required by said statutes, the Treasurer shall within one business day upon demand by Bank, authorize Custodian to release a specified amount of such excess of Collateral, and Custodian shall deliver this specified amount of Collateral (or specified securities) to Bank, taking its receipt therefor, and Custodian shall have no further liability for Collateral so redelivered to Bank under this paragraph, and the security interest provided for hereunder shall terminate with respect to such released collateral.
- 13. Either the Treasurer or Bank shall have the right to terminate this Agreement by advance written notice to the other of its election to do so, and this Agreement shall be null and void from and after the expiration of sixty days after the receipt of such notice, or when, upon notice of termination, all deposits of Depositor have been paid out by Bank. Upon such proper termination of this Agreement, the security interest provided for herein shall terminate, and the Treasurer shall immediately give the Custodian written notice of such termination, whereupon Custodian shall redeliver the Collateral to Bank.
- 14. When the depository relationship of Depositor and Bank shall have ceased to exist, and when Bank shall have properly paid out all deposits of Depositor, it shall be the duty of Depositor to immediately give the Treasurer, who shall in turn give Custodian, written notice to that effect; whereupon Custodian shall redeliver to Bank all Collateral then in its possession belonging to Bank, taking its receipt therefor. Upon such notice that all deposits have been properly paid out, the security interest provided for herein shall terminate. However, unless a notice of termination (as described in paragraph 13, above) shall have been previously delivered, this Agreement shall be reinstated when a depository relationship shall be reinstated between Depositor and Bank.
- 15. This Agreement shall be governed by the laws of the State of Mississippi. Any modifications to this Agreement, or change in Custodian, shall be agreed to in writing signed by the Treasurer, Depositor and Bank. This Agreement is continuing and binding upon Bank and its successors and assigns, and shall inure to the benefit of the Treasurer, Depositor and its successors and assigns.
- 16. Bank shall not utilize a Custodian for the purpose of holding Collateral for the benefit of a public funds Depositor if such Bank and Custodian are owned by a single bank holding company.
- 17. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

18. A copy of the resolution of authorizing execution of this Agreement is	f the appropriate governing attached hereto.	committee or board or	f Bank
19. As used in this Agreement Federal Reserve Bank shall be open for the	, the term "business day" she transaction of business.	all mean a day in whi	ich the
EXECUTED ON THIS THE the undersigned duly authorized officer of Bank FOR BANK:		, 20	, by
Title:EXECUTED ON THIS THEthe undersigned duly authorized officer of Dep FOR DEPOSITOR:		, 20	, by
Title: EXECUTED ON THIS THE the undersigned duly authorized STATE TREA		, 20	_, by
Title:			

APPENDIX D - OTHER INFORMATION FOR VENDORS

Bank Reconciliation File Layout

Appendix D Exhibit

BANK RECONCILIATION FILE LAYOUT

The following file format has been provided by the Information Technology Services (ITS) department at Delta State University. DSU requires a file of all cleared checks from the two disbursement accounts be submitted to the designated DSU employee monthly. The file is loaded into DSU's Banner software system for aid in reconciliation.

Bank Reconciliation Process

Feed File Layout for Banner

Field	Position	Length	Туре
Check Number	39-46	8	Character
Amount	22-35	14	Number (17,2)
Bank Account Code	1-10	10	Character
Transaction Date	11-20	10	Date (MMDDYYYY)